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 5, 2021
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.

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

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

The Mayor and City Council welcome your attendance, public comment related to the items on the agenda and citizen participation on items under the jurisdiction of the City Council at this meeting. If you wish to speak, we respectfully ask you to complete and submit a speaker card to the City Clerk. Cards are available online, in the Clerk's Office or at the front of the Chambers as you enter.

These proceedings are being video recorded as well as presented live on KCLV, Cable Channel 2, and are Closed Captioned for our hearing impaired viewers, made possible through underwriting from The Molasky Group of Companies. Please note customers of Cox Communications can view this program in High Definition on Channel 1002 and in Standard Definition on Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the GoVegas app. The City Council Meeting, as well as all other KCLV

programming, can be viewed on the internet at www.kclv.tv/live. The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

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

CEREMONIAL MATTERS

1. Call to Order
2. Announcement Regarding: Compliance with Open Meeting Law
3. Invocation - Pastor Jason Adams, Reformation Lutheran Church
4. Pledge of Allegiance
5. Recognition of the Citizen of the Month
6. Recognition of Luv-It Frozen Custard

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 7, 2021 Regular City Council Meeting

CONSENT AGENDA

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

CITY ATTORNEY - CONSENT

10. For possible action to acknowledge the existence of the Findings of Fact and Conclusions of Law of the Nevada Attorney General's Office, including an Open Meeting Law violation by the City Council during its November 18, 2020 meeting

COMMUNITY SERVICES - CONSENT

11. For possible action to approve the submittal of the Draft version of the City of Las Vegas' FY 2021-2022 HUD Annual Action Plan that secures approximately $10,195,767 in United States Department of Housing and Urban Development (HUD) funding and approximately $1,228,898 in State of Nevada Home Investment Partnership Funds and Account for Affordable Housing Trust Funds (AAHTF) totaling $11,424,665 for housing, homeless, and community development activities - All Wards
12. For possible action to approve an allocation of $2,166,457 in FY2021-2022 Housing Opportunities for Persons with AIDS (HOPWA) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to benefit low-income persons living with HIV/AIDS and their families - All Wards
13. For possible action to approve an allocation of $2,287,072 in FY2021-2022 Home Investment Partnerships Program (HOME) funds by the United States Department of Housing and Urban Development (HUD), and estimated

allocations of $857,760 in Account for Affordable Housing Trust Fund (AAHTF), and $371,138 in State HOME funds by the State of Nevada to the City of Las Vegas to build affordable housing - All Wards

14. For possible action to approve an allocation of $446,850 in FY2021-2022 Emergency Solutions Grant (ESG) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) for homeless prevention and outreach - All Wards

15. For possible action to approve an allocation of $5,295,388 in FY2021-2022 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) for projects, programs, and services that benefit eligible individuals and families - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

16. For possible action to approve a First Amendment to Exclusive Negotiation Agreement (ENA) between the City of Las Vegas (City) and G2 Capital Devco, LLC dba G2 Capital Development (Developer) to extend the term to expire on September 15, 2021 - Ward 1 (Knudsen)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

17. For possible action to approve award of Contract No. 210020-SK, Annual Requirements Contract for Inmate Foodservice, located at 3200 Stewart Avenue - Department of Public Safety - Award recommended to: TRINITY SERVICES GROUP, INC. (Not-to-Exceed $1,560,000 Annually/Total Contract Not-to-Exceed $7,800,000 - General Fund) - Ward 3 (Diaz)

18. For possible action to approve award of Amendment No. 1 to Contract No. 200013-JH, Prime Design Services contract for Lake Mead - Losee to Simmons - Street Rehab and Complete Street Upgrades - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($321,855 - Road and Flood Capital Projects Fund) - Ward 5 (Crear)

19. For possible action to approve the ratification of Master Subscription and Services Agreement No. 180157-PH, Workgroups DaVinci - Office of Communications - Award recommended to: METACOMMUNICATIONS, INC. (Original Award $43,800/Annual Amount $15,000 - General Fund) - All Wards

20. For possible action to approve award of Bid No. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain), located on Charleston Boulevard to Stewart Avenue, in 13th Street from Charleston Boulevard to Lewis Avenue, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($51,500,000 - Road and Flood Capital Projects Fund) - Wards 3 and 5 (Diaz and Crear)

21. For possible action to approve award of Contract No. 210213-JH, Prime Design Services Contract for Rampart Boulevard - Charleston Boulevard to Vegas Drive Roadway Improvements - Department of Public Works - Award recommended to: GCW, INC. ($330,000 - Road and Flood Capital Projects Fund) - Ward 2 (Seaman)

22. For possible action to approve award of Contract No. 210205-JH, Prime Design Services Contract for East Las Vegas Community Center Improvements - located at 250 North Eastern Avenue - Department of Operations and Maintenance - Award recommended to: RICHARDSON WETZEL ARCHITECTS ($110,570 - Parks and Leisure Activity Capital Projects Fund) - Ward 3 (Diaz)

PLANNING - CONSENT

23. For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation for the production of the Las Vegas Days Parade to be held on May 15, 2021 along Third Street between Garces Avenue and Charleston Boulevard and to approve the ratification of the award of $110,000 to the City of Las Vegas' Department of Parks & Recreation - Ward 3 (Diaz)

24. For possible action to approve a Sign Components Loan & Display Agreement between the City of Las Vegas and the Neon Museum, located at 770 Las Vegas Boulevard North, regarding the display of three (3) sign components from the Blue Angel Motel statue and sign for a period of ten (10) years - Ward 5 (Crear)

PLANNING - BUSINESS LICENSING - CONSENT

25. For possible action to approve a Retail Cannabis Store License for CLEAR RIVER, LLC dba NEVADA MADE

MARIJUANA at 7650 West Charleston Boulevard - Ward 1 (Knudsen)

26. For possible action to approve a Tavern License for a Change of Ownership FROM: CSI: ADVANCED SCREENING SERVICES, LLC TO: THE STANDARD TAVERN, LLC dba THE STANDARD TAVERN at 8635 West Rome Boulevard, Suite #100 - Ward 1 (Knudsen)

27. For possible action to approve a Restricted Gaming License for THE STANDARD TAVERN, LLC dba THE STANDARD TAVERN at 8635 West Rome Boulevard, Suite #100 - Ward 1 (Knudsen)

PUBLIC WORKS - CONSENT

28. For possible action to approve the ratification of Interlocal Agreement P027-18-816A between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) for Traffic Safety Engineering: Pedestrian Project Partnering process within the CLV at various locations more specifically described in the agreement ($1,315,785.28 - Traffic Improvements Capital Project Fund [CPF]) - Wards 1, 3 and 5 (Knudsen, Diaz and Crear) [NOTE: This agreement supercedes Interlocal Agreement P027-18-816 approved at the February 20, 2019 Council Meeting, Item No. 39]

RESOLUTIONS - CONSENT

29. R-23-2021 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Bella Tux Properties, LLC (Owner) located at 1605 East Charleston Boulevard (APN 139-35-413-026), to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Diaz) [NOTE: This item is related to RDA Item 4 (RA-6-2021)]

30. R-24-2021 - For possible action to approve a Resolution regarding the apportionment of surplus amounts remaining in the special fund created for the City of Las Vegas, Nevada, Special Improvement District (SID) No. 1478 Vegas Dr/Owens Ave (Rancho Dr to Tonopah Dr) - (Special Assessment - SID 1478 Vegas Dr/Owens Ave - Rancho Dr to Tonopah Dr - $56,634.94) - Ward 5 (Crear)

DISCUSSION/ACTION ITEMS

BOARDS AND COMMISSIONS - DISCUSSION

31. Discussion for possible action regarding the reappointment of members to the Neighborhood Partners Fund Board from the following list of nominees: Neighborhood Representatives - Matt Tramp (Ward 1), Susy Farray (Ward 3), Gail Qualey (Ward 4), David Kress (Ward 5), and Larry Schultz (Ward 6) and Staff Designees Brianna Ramirez (Ward 2), Ydoleena Yturralde (Ward 3), Sally Christensen (Ward 4), Tanya Jackson-Renter (Ward 5) and Chance Bonaventura (Ward 6) and the appointment of nominees Vicki Quinn (Mayor's Designee) and Jared Glover (Ward 2) as Neighborhood Representatives and Karl Catarata (Ward 1) as Staff Designee - All Wards

32. Discussion for possible action regarding the reappointment of Mike Nolan to the Downtown Design Review Committee

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

33. Bill No. 2021-14 - ABEYANCE ITEM - For possible action - Amends LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties. Sponsored by: Councilman Stavros S. Anthony

34. Bill No. 2021-15 - For possible action - Amends LVMC 19.16.010 to add a new subsection to provide authority and standards for granting voluntary expungements of land use approvals. Proposed by: Tom Perrigo, Chief Operations and Development Officer

35. Bill No. 2021-16 - For possible action - Amends LVMC 19.12.070 regarding the location of taverns to allow a waiver from the normal distance separation requirements for proposed tavern locations that are within certain distances from the US 95 Freeway and another major thoroughfare of a specified width and character. Sponsored by: Councilwoman Michele Fiore

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.

36. Bill No. 2021-17 - Authorizes, on a temporary basis, the waiver of origination charges for certain types of new alcoholic beverage licenses for qualifying businesses to be located within a downtown area referred to as Las Vegas Brewery Row. Sponsored by: Councilwoman Olivia Díaz

37. Bill No. 2021-18 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2022); 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

38. Bill No. 2021-19 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2022 (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

PLANNING

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

PLANNING - CONSENT

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

39. 21-0093-EOT1 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: HOP, LLC - For possible action on a Land Use Entitlement project request for third Extension of Time on an approved Major Amendment (SUP-75092) to an approved Special Use Permit (SUP-53471) FOR A PROPOSED 3,781 SQUARE-FOOT URBAN LOUNGE USE WITH 624 SQUARE FEET OF OUTDOOR SEATING WHERE A 17,321 SQUARE FOOT URBAN LOUNGE WITH 970 SQUARE FEET OF OUTDOOR SEATING WAS PREVIOUSLY APPROVED at 1310 South 3rd Street (APN 162-03-117-001), C-2 (General Commercial) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

40. 21-0136 - APPLICANT/OWNER: INVESTOR EQUITY HOMES, LLC - For possible action on the following Land Use Entitlement project requests on 5.33 acres on the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard (APN 139-19-101-002), C-1 (Limited Commercial) Zone, Ward 5 (Crear). Staff recommends APPROVAL of the Land Use Entitlement project.

    40a. 21-0136-EOT1 - First Extension of Time of an approved Variance (VAR-75324) TO ALLOW A 17-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 72 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A 76-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 155 FEET IS THE MINIMUM REQUIRED

    40b. 21-0136-EOT2 - First Extension of Time of an approved Special Use Permit (SUP-75325) FOR A PROPOSED 191-UNIT SENIOR CITIZEN APARTMENTS USE

    40c. 21-0136-EOT3 - First Extension of Time of an approved Special Use Permit (SUP-75326) FOR A 53-FOOT TALL BUILDING WHERE THE AIRPORT OVERLAY DISTRICT LIMITS THE HEIGHT TO 35 FEET

    40d. 21-0136-EOT4 - First Extension of Time of an approved Site Development Plan Review (SDR-75327) FOR A PROPOSED 191-UNIT SENIOR CITIZEN APARTMENTS DEVELOPMENT WITH WAIVERS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ON THE NORTH AND WEST PROPERTY LINES WHERE 15 FEET IS THE MINIMUM REQUIRED AND A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE EIGHT FEET IS THE MINIMUM REQUIRED; ALSO TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH AND WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED ADJACENT TO THE CONVENIENCE STORE

PLANNING - DISCUSSION

41. 20-0300 - PUBLIC HEARING - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC. - For possible action on the following Land Use Entitlement project requests on 0.88 acres on the northwest corner of Cheyenne Avenue and Torrey Pines Drive (APN 138-11-408-013), Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

    41a. 20-0300-GPA1 - GENERAL PLAN AMENDMENT - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL)

    41b. 20-0300-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL)

    41c. 20-0300-SUP1 - SPECIAL USE PERMIT - FOR AN ALTERNATIVE PARKING STANDARD TO ALLOW 22 PARKING SPACES WHERE 24 ARE REQUIRED

    41d. 20-0300-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF TWO DRIVE-THROUGH RESTAURANTS WITH OUTDOOR SEATING

42. 21-0133-EOT1 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT/OWNER: 899 FREMONT STREET - For possible action on a Land Use Entitlement project request for the fifth Extension of Time FOR A NONCONFORMING GAMING ESTABLISHMENT, NON-RESTRICTED USE at 899 Fremont Street and 115 South 8th Street (APNs 139-34-612-027 and 056), T5-MS (T5 Main Street) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

REPORTS AND PRESENTATIONS

43. Report from Ed Poleski, Assistant City Attorney, and Sonia Lucero, Victim Witness Advocate, regarding the City's new website for the Criminal Division, which will better assist victims and witnesses with navigating as well as obtaining information and resources regarding the court process - All Wards

44. Report from M.J. Maynard, Chief Executive Officer for the Regional Transportation Commission of Southern Nevada (RTC), regarding an overview of proposed transit service changes and stimulus funding update - All Wards

SET DATE

45. 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

46. 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.

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

COUNCIL MEMBER RECOGNITION

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

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE STATE OF NEVADA EXECUTIVE DEPARTMENT

DECLARATION OF EMERGENCY DIRECTIVE 006
The City of Las Vegas website – www.lasvegasnevada.gov
and
The Nevada Public Notice Website – notice.nv.gov

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Pastor Jason Adams, Reformation Lutheran Church

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

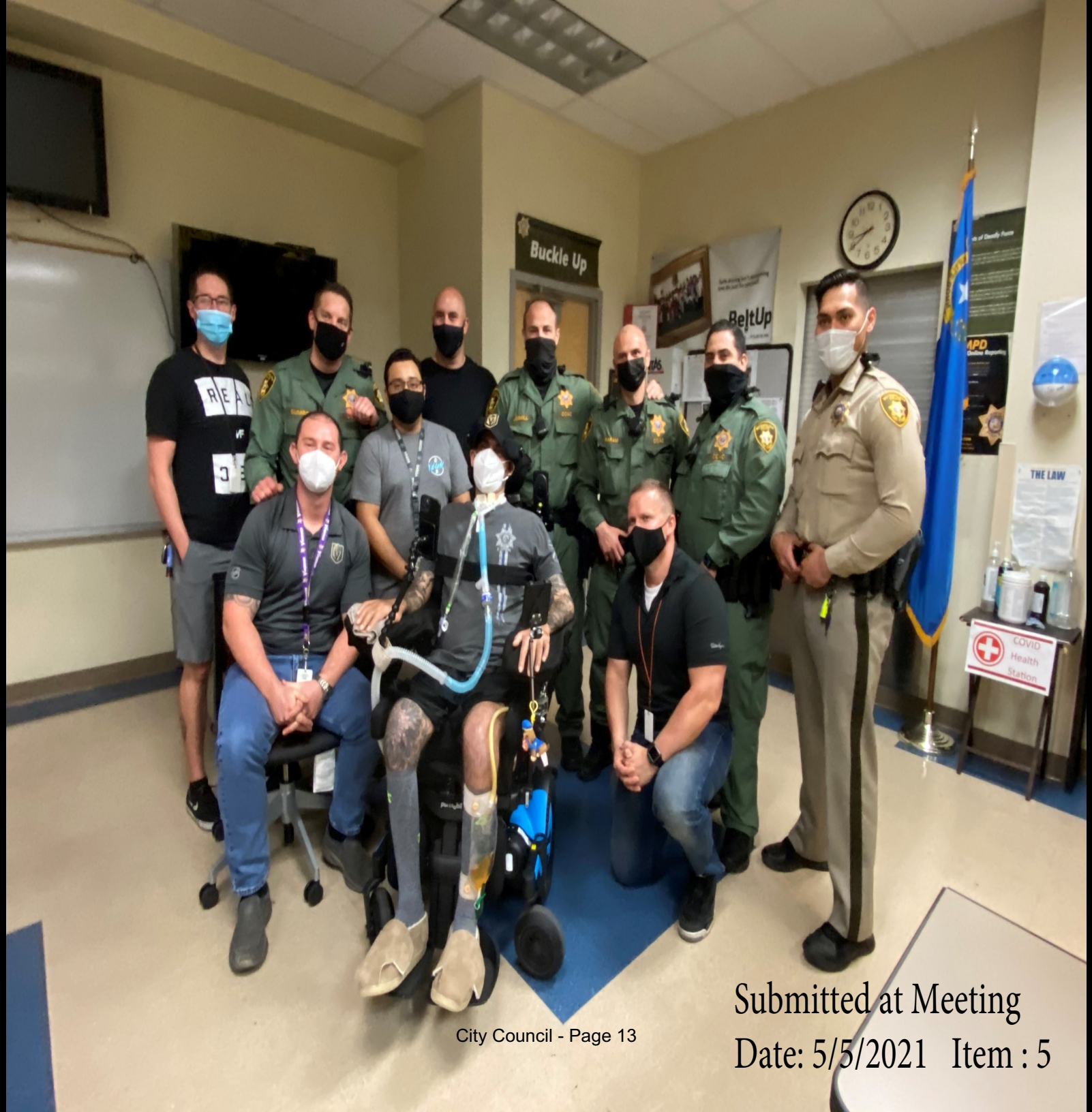
City Council
Meeting of: May 5, 2021

Agenda Item No.:
5

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

SUBJECT:
Recognition of the Citizen of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation, Slide and Citizen of the Month Certificate for Shay Mikalonis



Submitted at Meeting
Date: 5/5/2021 Item : 5




MIKALONIS
CCAC


POLITAN
CE



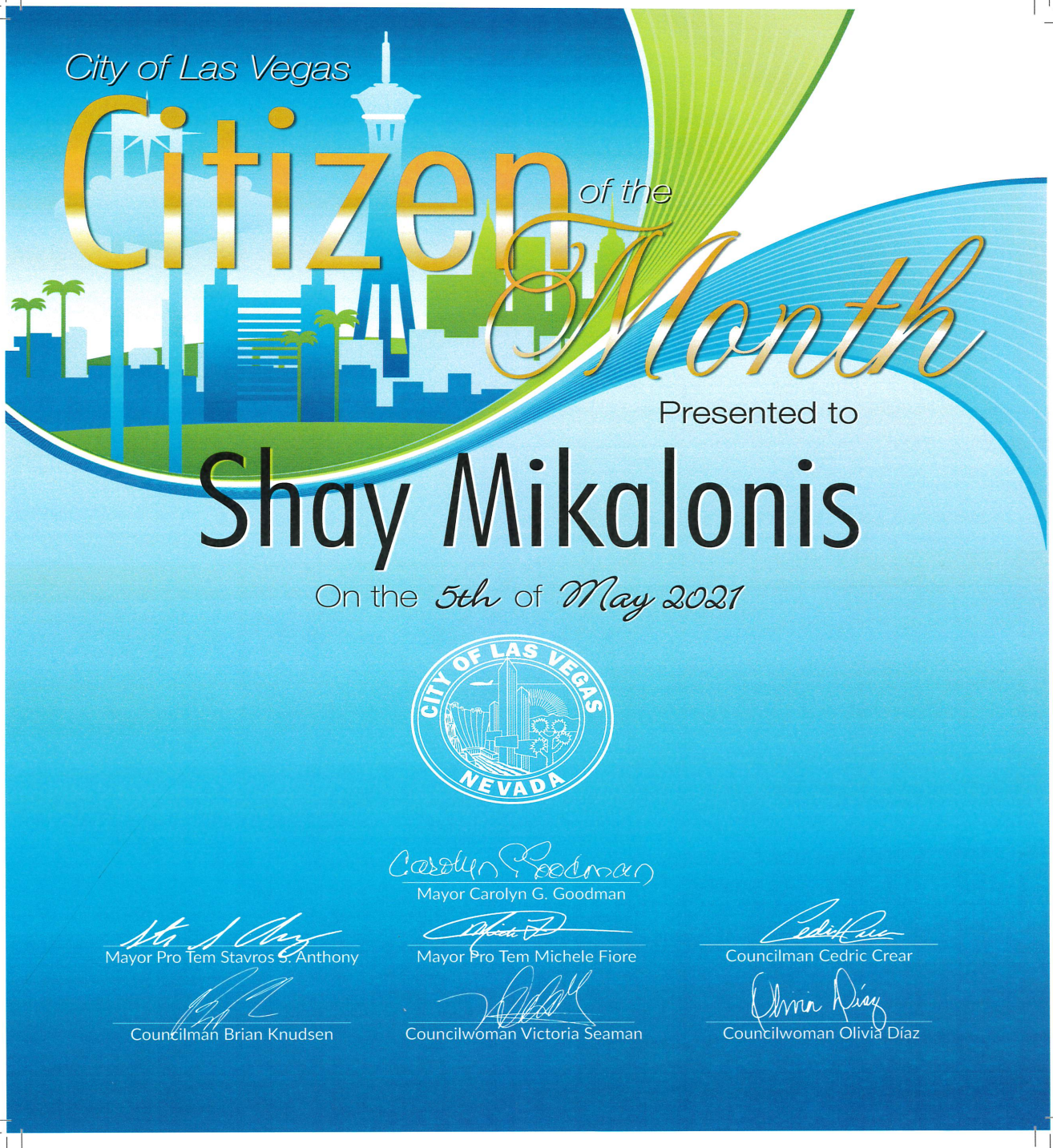

Vegas
27



Citizens of the Month | May 2021

Shay Mikalonis





Submitted At Meeting
Date 5/5/21 Item 5

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
6

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

SUBJECT:
Recognition of Luv-It Frozen Custard

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Proclamation and Slide for Luv-It Frozen Custard

WHEREAS; LUV-IT FROZEN CUSTARD WAS FOUNDED IN 1973 IN LAS VEGAS, NEVADA, AT 505 E. OAKEY BOULEVARD BY DOROTHY WOODS WHO BROUGHT THE CONCEPT FROM MILWAUKEE, WISCONSIN, AND THEN CREATED HER OWN NEW FLAVORS; AND

WHEREAS; IN 1997 DOROTHY REORGANIZED THE OPERATION AS A NEW BUSINESS, REAFFIRMING LUV-IT FROZEN CUSTARD IN THE SAME DOWNTOWN LAS VEGAS LOCATION FOR A PURCHASE PRICE OF $130,000; AND

WHEREAS; DOROTHY'S GRANDDAUGHTER-IN-LAW, SHARON TIEDEMANN, AND HER FAMILY TOOK OVER OPERATIONS FROM DOROTHY WITH DOROTHY'S GREAT GRANDCHILDREN (BRITTANY AND BRANDON) BECOMING THE FOURTH GENERATION TO OPERATE LUV-IT; AND

WHEREAS; LUV-IT CONTINUES TO OPERATE IN THE SAME LOCATION, CHANGING ONLY THE COLOR OF THE BUILDING WHILE MAINTAINING THE SAME QUALITY PRODUCTS SUPPLIED BY ORIGINAL VENDORS FROM 48 YEARS AGO; AND

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

May 5, 2021

AS

Luv-it Frozen Custard Day

IN THE CITY OF LAS VEGAS AND ASK ALL RESIDENTS AND VISITORS TO JOIN ME IN RECOGNIZING THIS BELOVED LOCAL BUSINESS THAT HAS BEEN SERVING UP DELICIOUS AND DELECTABLE FROZEN YOGURT TREATS IN OUR COMMUNITY SINCE 1973.

IN WITNESS WHEREOF:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 5TH DAY OF MAY 2021

HONORABLE CAROLYN G. GOODMAN
MAYOR, CITY OF LAS VEGAS

KEY TO THE CITY



THE MAYOR of LAS VEGAS

presents

Luv•it FROZEN CUSTARD

Open since 1973.
This key is given in honor of their commitment to our city.

CITY OF LAS VEGAS NEVADA

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

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 5, 2021

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 5, 2021

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the April 7, 2021 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
10

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

SUBJECT:
For possible action to acknowledge the existence of the Findings of Fact and Conclusions of Law of the Nevada Attorney General's Office, including an Open Meeting Law violation by the City Council during its November 18, 2020 meeting

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On April 14, 2021, the Office of the Nevada Attorney General (OAG) issued its "Findings of Facts and Conclusions of Law" stemming from an Open Meeting Law (NRS 241) Complaint against the City, which was received by the OAG on December 1, 2020. The OAG identified five discernible allegations in the Complaint and reviewed a written response from the City. Thereafter, the OAG issued twenty-one findings of facts and made eight conclusions of law. Seven of the OAG's conclusions of law found no violations of NRS 241; one conclusion of law found a violation of NRS 241 related to an allegation concerning the November 18, 2020, City Council meeting. Because of this single finding of a violation of NRS 241, this agenda item, acknowledging the existence of the OAG's "Findings of Facts and Conclusions of Law," is placed on the City Council's meeting agenda pursuant to NRS 241.0395. The inclusion of this agenda item is not an admission of wrongdoing for the purposes of civil action, criminal prosecution, or injunctive relief.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Office of the Attorney General State of Nevada Findings of Fact and Conclusions of Law

OFFICE OF THE ATTORNEY GENERAL

STATE OF NEVADA

In the matter of:

LAS VEGAS CITY COUNCIL

OAG FILE NO.: 13897-381

FINDINGS OF FACT AND CONCLUSIONS OF LAW

BACKGROUND

Daniel Rolle filed a complaint[1] with the Office of the Attorney General ("OAG") alleging violations of the Nevada Open Meeting Law ("OML") by the Las Vegas City Council ("Council"), which may be summarized as follows:

ALLEGATION NO. 1: The Council places time restrictions on public comment when activists are present at meetings and selectively changes these time limitations based on the content of the public comment.

ALLEGATION NO. 2: The Council demands that only "positive" comments be addressed to the Council during public comment.

ALLEGATION NO. 3: The Council improperly makes comments in response to comments made by members of the public, in violation of the Council's restriction on the same.

ALLEGATION NO. 4: The Council uses intimidation tactics on members of the public that effectively chills public comment.

ALLEGATION NO. 5: The Council violated the Open Meeting Law for having an individual pulled from a meeting and cited for a misdemeanor for interrupting the Council during the July 22, 2020 Council meeting.

[1] Mr. Rolle filed an initial OML Complaint dated November 23, 2020, with allegations of possible OML violations at the Council's November 4, 2020 and November 8, 2020 meetings. Subsequently, Mr. Rolle alerted the OAG to additional allegations of OML violations by the Council at its March 3, 2021 meeting. Both these complaints will be addressed herein.

The OAG has statutory enforcement powers under the OML and the authority to investigate and prosecute violations of the OML. NRS 241.037; NRS 241.039; NRS 241.040. The OAG's investigation of the Complaint included a review of the following:

1. The Complaint dated November 23, 2020 and all attachments thereto;
2. The response by the Council to the November 23, 2020 Complaint filed on behalf of the Council and all attachments thereto;
3. The video recording of the November 4, 2020 Council meeting;[2]
4. The video recording of the November 18, 2020 Council meeting;[3]
5. The supplemental allegations made by Mr. Rolle during the Council's March 3, 2021 meeting;
6. The response by the Council to the supplemental allegations and all attachments thereto;
7. The video recording of the March 3, 2021 Council meeting;[4] and
8. Prior OML decisions, case law, and portions of the Nevada Revised Statutes relevant to the Complaint.

After investigating the Complaint, the OAG determines that the Council violated the OML by placing improper content-based restrictions on public comment.

FINDINGS OF FACT

1. The Las Vegas City Council is a "public body" as defined in NRS 241.015(4) and therefore is subject to the OML.

2. The Council is comprised of seven (7) councilmembers, including Mayor Carolyn Goodman, Mayor Pro Tem Stavros Anthony, Councilman Brian Knudsen, Councilwoman Victoria Seaman, Councilwoman Olivia Diaz, Councilman Cedric Crear, and Councilwoman Michele Fiore.

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[2] The OAG reviewed the Council's November 4, 2020 meeting at: https://lasvegas.primegov.com/Portal/Meeting?compiledMeetingDocumentFileId=15689.
[3] The OAG reviewed the Council's November 18, 2020 meeting at: https://lasvegas.primegov.com/Portal/Meeting?compiledMeetingDocumentFileId=15686.
[4] The OAG reviewed the Council's March 3, 2021 meeting at: https://lasvegas.primegov.com/Portal/Meeting?compiledMeetingDocumentFileId=17343.

3. The Council held a public meeting on November 4, 2020. The agenda for the November 4, 2020 meeting indicated forty-seven (47) agenda items.

4. As part of its November 4, 2020 meeting, the Council agendized the first public comment session as Agenda Item No. 5, "Public Comment". Under that agenda item, the agenda read:

> 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.

5. When Agenda Item No. 5 (Public Comment) was called, Mayor Goodman indicated that public comments would be limited to one (1) minute per speaker.

6. A total of four (4) individuals made public comment. The first public speaker indicated that she was getting minutes donated from two (2) other individuals who were present, and thus the Council set that speaker's time to three (3) minutes, one for each person. The other three (3) speakers made their comments without any additional extensions recognized on the record by the Council.

7. Some members of the public who addressed the Council took off their masks while speaking at the podium without being asked to do so. However, for those individuals who had their masks on, Mayor Goodman requested the speakers to take their masks down for two seconds to take a photo ID of the individual for the record. Mayor Goodman noted that the speakers could continue speaking without the mask if they chose or could put them back on. No speakers objected to Mayor Goodman's request to lower their masks for the record prior to making their comments.

8. Also as part of its November 4, 2020 meeting, the Council agendized a second public comment session as Agenda Item No. 46, "Citizens Participation". Under that specific agenda item, the agenda stated:

> 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.

9. When Agenda Item No. 46 (Citizens Participation) was called, Mayor Goodman indicated that public comments would be limited to two (2) minutes per speaker.

10. Three (3) speakers made comments during Agenda Item No. 46 (Citizens Participation).

11. The Council also held a meeting on November 18, 2020. The agenda for the November 18, 2020 meeting indicated a total of seventy (70) agenda items.

12. As part of its November 18, 2020 meeting, the Council agendized the first public comment session as Agenda Item No. 5, "Public Comment". Under that agenda item, the agenda read:

> 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.

13. When Agenda Item No. 5 (Public Comment) was called, Mayor Goodman invited members of the public who wished to make public comment to come forward, state their names for the record, and "let us take a look at you on camera too, at which point you can put the mask right back up."

14. Agenda Item No. 63 of the November 18, 2020 meeting was noticed on the agenda as follows:

> 78578 – PUBLIC HEARING – APPLICANT/OWNER: GEORGE TONY LOPEZ, ET AL – For possible action on the following Land Use Entitlement project requests on 1.28 acres at 1616 Sunset Drive (APN 139-19-812-011), M (Industrial) Zone, Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the land Use Entitlement project.

15. When Agenda Item No. 63 was called, a presentation was made by Ricky Barlow. After Mr. Barlow's presentation, Mr. Rolle was afforded time to make public comment on the same agenda item.

16. Also as part of its November 18, 2020 meeting, the Council agendized a second public comment session as Agenda Item No. 68, "Citizens Participation". Under that specific agenda item, the Council noted:

> 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 given 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.

17. When Agenda Item No. 68 (Citizens Participation) was called, the public was informed that public comments would be limited to one (1) minute per speaker.

18. Mr. Rolle was afforded an opportunity to make public comment during Agenda Item No. 68, but was interrupted by the Council during his comment.

19. The Council held a public meeting on March 3, 2021, to which Mr. Rolle attended.

20. Mr. Rolle alleges that during the public comment portion of the March 3, 2021, a City Marshal approached him and stood next to him in the aisle as he was waiting to provide public comment.

21. Mr. Rolle was able to address the Council and provide his public comment at the March 3, 2021 meeting.

LEGAL STANDARDS AND CONCLUSIONS OF LAW

1. The Council is able to place reasonable time, place, and manner restrictions on public comment but may not restrict comments based on content or the speaker's viewpoint.

The OML does not mandate that members of the public be allowed to speak during meetings except during those periods statutorily required. However, once the right to speak has been granted by the Legislature, *e.g.*, NRS 241.020(3)(d)(3), the protections of free speech by the U.S. Constitution and Nevada Constitution attach. *See In re: Incline Village General Improvement District*, OAG File No. 11-024 (November 21, 2011) (*citing* OMLO 2001-22 (April 27, 2001) and discussing the importance of the public's right to

address public bodies). Indeed, freedom of expression upon public questions is secured by the First Amendment. *N.Y. Times Co. v. Sullivan,* 376 U.S. 254, 269 (1964). Generally, "the right to criticize public officials" is protected by the First Amendment. *Jenkins v. Rock Hill Local Sch. Dist.*, 513 F.3d 580, 588 (6th Cir. 2008). Article 1, Section 9 of the Nevada Constitution also expressly protects a citizen's freedom of speech.[5] The OAG previously stated that the constitutional safeguards were "fashioned to assure unfettered interchange of ideas for bringing about political and social changes desired by the people." *In re: Incline Village General Improvement District, supra.*

Despite these constitutional safeguards, an individual's right to speak is not unfettered. Rather, the OML allows public bodies to place restrictions on comments made by the general public, but any such restriction must be reasonable and may only restrict the time, place, and manner of the comments. NRS 241.020(3)(d)(7). Restrictions based upon an individual's viewpoint are strictly prohibited. *Id.* Courts have found that restrictions on public comment must not be applied unreasonably or arbitrarily. *Chaffee v. San Francisco Public Library Com.*, 134 Cal. App. 4th 109, 115, 36 Cal. Rptr. 3d 1, 5 (Cal Ct. of App. 1st Dist., Div. 4 October 26, 2005). Should a public body wish to place restrictions on public comment, the OML further instructs that the agenda of the public body clearly express all restrictions on public comment. NRS 241.020(3)(d)(7).

2. Interruptions and termination of public comment by the Council may lead to violations of the OML.

Mr. Rolle asserts that he was interrupted while making public comment during the November 18, 2020 meeting while making critical comments of a particular councilmember. In response to this allegation, the Council asserts, through its attorney, that the Council did

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[5] Sec. 9: **Liberty of speech and the press**. Every citizen may freely speak, write and publish his sentiments on all subjects being responsible for the abuse of that right; and no law shall be passed to restrain or abridge the liberty of speech or of the press. In all criminal prosecutions and civil actions for libels, the truth may be given in evidence to the Jury; and if it shall appear to the Jury that the matter charged as libelous is true and was published with good motives and for justifiable ends, the party shall be acquitted or exonerated.

not "demand" or "require" positive comments; rather, the Council "welcomed" positive or uplifting comments and that such action or statements were not meant to be used as viewpoint restrictions.

The video of the November 18, 2020 meeting shows Mr. Rolle providing public comment to the Council criticizing Mayor Pro Tem Anthony as being "incompetent" and "unable to handle something as simple as a parking ticket" but was stopped mid-sentence. Specifically, the Mayor requested that Mr. Rolle be polite, not "put people down unless you're perfect", and "have no put-downs". Mayor Goodman then offered to give back one minute of time to Mr. Rolle. Mr. Rolle then continued with his comment, including a proposal to open up a "big box retail store that caters exclusively to baby boomers who only advocate for conspiracy theories on Facebook and we can call it MAGA Mart." At this point, Mr. Rolle's microphone was cut off.

It appears that Mr. Rolle's comments were aimed at criticizing Mayor Pro Tem Anthony. Mr. Rolle was prohibited from providing comments criticizing particular councilmembers, while at previous public comment periods afforded by the Council, individuals providing positive comments of councilmembers were allowed to state their comments in full. Although the Council may not have intended to restrict Mr. Rolle's comments based on viewpoint, Mr. Rolle was prevented from fully providing his comments and making his public record. As such, the OAG finds the Council violated the OML by restricting Mr. Rolle from providing critical comments against certain councilmembers while allowing other members of the public to provide positive comments.

Second, the Complaint also asserts that the Council violated the OML during the same public comment period, when another member of the public addressed the Council regarding an agenda item related to a west side development project and that Councilman Crear failed to reach out to the speaker. In reviewing the video of the meeting, it appears that Mayor Goodman interrupted the speaker and proposed that what the speaker had stated may not have been completely factual. The speaker stated that she challenged the truth of Mayor Goodman's statements and would discuss it with Councilman Crear.

In this instance, the OAG does not find a violation of the OML, but cautions the Council that interruptions of public speakers during public comment may lead to violations of the OML if the Council prohibits the speaker from providing comments within the restrictions placed upon speakers by the Council. Although the Council interrupted the speaker's comment, Mayor Goodman indicated that she would give back the minute of time used up from the exchange regarding whether what the speaker was telling was true, and the Council allowed the speaker to proceed with her full comment. As previously delineated, while a public body may disagree with the factual basis of the comment, should a matter be within the authority of the public body, the issue could have received discussion or rebuttal from staff. *See In re Incline Village General Improvement District, supra.*

3. The Council did not violate the OML by placing limitations on the amount of time a speaker could address the Council.

The OAG previously stated that enforcement of viewpoint-neutral time limitations is highly discretionary and is generally left to the presiding officer. *In re: Incline Village General Improvement District*, OAG File Nos. 13897-224 & 226 (October 19, 2017); *see also White v. City of Norwalk*, 900 F.2d 1421 (9th Cir. 1990) ("The role of the moderator of a public meeting, when enforcing rules like the public comment time limit, is highly discretionary.").

In the case at bar, the Council provided notice of the restrictions on public comment it could invoke during its meetings. With regard to the first session of public comments at both the Council's November 4 and November 18 meetings, the agendas stated: (1) that public comments be limited to matters on the Agenda for action; (2) a speaker must go to the podium and state his/her name for the record; and (3) the amount of discussion and time of any single speaker is allowed, *may* be limited. (emphasis added). On its face, the Agenda cautions that an individual's time to address the Council may be limited. Further, at the meetings and prior to accepting any public comment, the Council apprised any individuals wishing to make public comment of the specific time limitations. There was no appearance that the Council selectively enforced the time limitations, as the same time limitation warnings were provided to all speakers prior to the Council accepting public comments. However, while the OAG finds

no violation of the OML as alleged, the OAG suggests that, should the Council wish to place any time limitations on individual speakers wishing to make public comment, that a specific amount of time be placed on the agenda so that individuals wishing to make public comment are aware of the possible time limitations on their comment and may plan their comment accordingly.

Additionally, the Complaint asserts that during the November 18, 2020 meeting, the Council allowed certain individuals to speak in excess of the time limit delineated by the Council during public comment while interrupting and cutting off other speakers who exceeded the time restrictions. The OAG finds insufficient evidence to substantiate this allegation. Rather, in reviewing the video, the Council imposed a one-minute-per-speaker time limitation on public comment and that the speaker who allegedly spoke in excess of the Council's one-minute time limit was "donated" two total minutes, one minute from two other members of the public, so that the speaker could have up to three minutes in which to make her comment. Accordingly, the OAG finds that the Complaint's allegations that the Council allowed specific speakers to make comment in excess of the Council-imposed time limitation is unsubstantiated.

While the OAG is cognizant that the OML is silent on a prohibition regarding whether speakers may donate their time to speak to other individuals so as to create a larger pool of time for one individual to speak, the OAG is of the opinion that each individual public body has the discretion whether to allow such practices under its authority to impose time, place, and manner restrictions on public comment. However, to the extent a public body allows for donations of time to other individuals wishing to make extended public comments, the public body may not impose restrictions on the allocation of donated time that are based on the speaker's viewpoint.

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4. The Council did not violate the OML when it sought to confirm whether Mr. Rolle's comments were related to a particular agenda item.

When public comment is allowed during the consideration of a specific topic, the chairperson may require public comment to be relevant to the topic, provided the restriction is viewpoint neutral. *See Attorney General Nevada Open Meeting Law Manual*, Section 7.05 Reasonable time, place, and manner restrictions apply to public meetings, Twelfth Ed., January 2016 (updated March 26, 2019). Courts have also ruled that public bodies may be justified in limiting its meeting to discussion of specified agenda items and in imposing reasonable restrictions to preserve the civility and decorum necessary to further the forum's purpose of conducting public business. *Steinburg v. Chesterfield Cnty. Planning Com'n*, 527 F.3d 377, 385 (4th Cir. 2008).

The instant Complaint alleges that during discussion of Agenda Item No. 63 of the Council's November 18, 2020 meeting, Councilwoman Michele Fiore interrupted Mr. Rolle, and Mr. Rolle believes that Councilwoman Fiore implied he was not speaking to the particular agenda item. This particular agenda item related to a public hearing by Applicant/Owner George Tony Lopez, et al., for particular Land Use Entitlement project requests on specific real property. A presentation was made by Ricky Barlow, who represented the applicant, George Tony Lopez. After Mr. Barlow made his presentation, the Council sought public comment on the agenda item. After the City Clerk read the public comments received electronically, the Mayor acknowledged that an individual was headed to the podium appearing to want to make public comment. The OAG notes that the speaker did not at that time state his name for the record and instead questioned whether Mr. Barlow was "the same Ricky Barlow who had been alleged to have had engaged in kickbacks".

The video further shows that voices in the background continued to ask this individual for his name, while another voice asked the speaker whether his comments were related to Agenda Item No. 63. In response, the speaker stated his reasons for why he believed his comments were relevant. The Mayor then again asked the speaker for his

name and requested the speaker remove his mask for the record. It was only at this time that the speaker was identified as Mr. Rolle. The OAG does not find that an OML violation has occurred with regards to this exchange. Mr. Rolle was able to provide his comment that he felt there was a potential conflict of interest for Mr. Barlow to recommend approval for Agenda Item No. 63. To the extent that the Council appeared to have interrupted Mr. Rolle's comment, the Council's questions appear to be directed at ascertaining Mr. Rolle's identity and determining whether Mr. Rolle's comment regarding Mr. Barlow's identity was in fact related to the land use entitlement projects before the Council. As such, the OAG finds no OML violation.

5. The Open Meeting Law was not violated where the Council requested members of the public to remove their facial coverings/masks to make a comment.

On March 12, 2020, Nevada Governor Steve Sisolak issued a Declaration of Emergency in response to the COVID-19 pandemic. On June 24, 2020, Governor Sisolak issued Declaration of Emergency Directive 024 that required individuals to wear face coverings while in a public space. Declaration of Emergency Directive 024, Section 5 (June 24, 2020). However, neither the Directive nor the OML prohibit a public body from requesting an individual to remove his/her facial covering prior to making public comment so that the individual's identity may be recorded for the record.

In reviewing the video recordings for the November 4 and November 18 Council meetings, after an individual came to the podium, the Council requested speakers to lower their face coverings and state their names for the record. After the speakers made their appearances for the record, the speakers had the option of either wearing their masks over their noses and mouths or keeping the facial coverings removed for the duration of their comments. While the recordings do not reflect any individual making public comment refusing to lower their facial coverings, the Council, through its attorney, noted that "such a request is not a prerequisite to participating and has never been used to prevent a member of the public from speaking." Therefore, the OAG finds there is insufficient evidence to substantiate this claim.

6. The Council did not violate the OML when councilmembers provided comments in response to an individual's public comment.

The Complaint also alleges that the Council has a restriction prohibiting councilmembers from commenting during public comment sections of the agenda and that the Council violated this restriction when certain councilmembers commented on various comments made by members of the public. The Council, through its attorney, positions that its agendas do not contain such a prohibition on councilmembers to respond to public comments and that it has never told the public that it is legally prohibited from discussing public comments. The OML does not prohibit members of public bodies from discussing public comment; however, no deliberation or action may be taken on matters introduced in public comment. NRS 241.020(d)(3); OMLO AG File No. 13897-325. Accordingly, the OAG finds no violation of the OML has occurred.

7. There is insufficient evidence that the Council uses intimidation and retaliation tactics on members of the public to chill public comment.

The instant Complaint further asserts that the Council uses intimidation tactics on members of the public that, in effect, chill public comment. Specifically, the Complaint asserts that the Council uses City Marshals to intimidate members of the public during public comment sections of the meetings and that Mr. Rolle's vehicle was urinated on while parked in the City of Las Vegas parking lot, as a sign of retaliation. After reviewing the evidence provided, the OAG determines that there is insufficient evidence that the Council engaged in intimidation or retaliation tactics that led to the public's inability to provide public comment. Rather, each individual who wished to make public comment at the Council's meetings, including Mr. Rolle, was able to do so. Accordingly, the OAG determines that no formal violation of the OML has occurred.

8. The OAG will abstain from providing an opinion regarding the alleged incident from the Council's July 22, 2020 meeting.

The Complaint also alleges that the Council violated the Open Meeting Law during its July 22, 2020 meeting where an attendee was pulled from the meeting and cited with a

misdemeanor for interrupting the Council. The OAG will refrain from providing an opinion on this allegation, as the Complaint was filed over 120 days after the alleged violation. *See* NRS 241.036(2).

SUMMARY

Upon investigating the present Complaint, the OAG makes findings of fact and conclusions of law that the Las Vegas City Council violated the OML by placing content-based restrictions on public comment, as set forth above.

If the Attorney General investigates a potential OML violation and makes findings of fact and conclusions of law that a public body has taken action in violation of the OML, "the public body must include an item on the next agenda posted for a meeting of the public body which acknowledges the findings of fact and conclusions of law." NRS 241.0395. The public body must treat the opinion of the Attorney General as supporting material for the agenda item(s) in question for the purpose of NRS 241.020. *Id.* Accordingly, the Council must place an item on its next meeting agenda in which it acknowledges the present Findings of Fact and Conclusions of Law ("Opinion") resulting from the OAG's investigation in this matter. The Council must also include the OAG Opinion in the supporting materials for its next meeting.

Lastly, NRS 241.037 confers upon the OAG the power to bring suit "in any court of competent jurisdiction to have an action taken by a public body declared void or for an injunction against any public body or person to require compliance with or prevent violation of [NRS 241]." Upon investigation of this file, no action was taken by the Council specific to the violations enumerated in this Opinion. Therefore, the OAG will abstain from bringing suit at this time.

Dated: April 14, 2021.

AARON FORD
Attorney General

By: /s/ Justin R. Taruc
Justin R. Taruc
Deputy Attorney General

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of April, 2021, I served the foregoing **FINDINGS OF FACT AND CONCLUSIONS OF LAW** by depositing a copy of the same in the United States mail, properly addressed, postage prepaid, CERTIFIED MAIL addressed as follows:

Jeffry M. Dorocak, Deputy City Attorney
City of Las Vegas Office of the City Attorney
495 Main Street, Sixth Floor
Las Vegas, Nevada 89101

Certified Mail No.: **7020 0640 0000 7652 0001**

Daniel Rolle
10532 Shiny Skies Drive
Las Vegas, Nevada 89129

Certified Mail No.: **7019 0160 0000 0498 4502**

/s/ Debra Turman
An employee of the Office of the
Nevada Attorney General

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
11

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

SUBJECT:
For possible action to approve the submittal of the Draft version of the City of Las Vegas' FY 2021-2022 HUD Annual Action Plan that secures approximately $10,195,767 in United States Department of Housing and Urban Development (HUD) funding and approximately $1,228,898 in State of Nevada Home Investment Partnership Funds and Account for Affordable Housing Trust Funds (AAHTF) totaling $11,424,665 for housing, homeless, and community development activities - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
In order to receive federal and state funds for housing, homeless, and community development projects, programs, and services, the City of Las Vegas must submit an Action Plan to U.S. Department of Housing and Urban Development (HUD) no later than May 30, 2021. The Draft Action Plan that discusses planned efforts by the City of Las Vegas for the period of July 1, 2021 through June 30, 2022 will be finalized upon HUD's approval. Funding sources include CDBG, ESG, HOME and HOPWA funds from HUD and HOME and AAHTF funds from the State of Nevada. The City of Las Vegas will comply with all HUD and State required policies and guidelines in the administration of the funds. Awards will be changed proportionately if there is an increase or decrease in funding amounts.

RECOMMENDATION:
Staff recommends that the City Council approve the submittal of the City of Las Vegas' Draft version of the FY 2021- 2022 Annual Action Plan to HUD. The Office of Community Services is authorized to award unallocated funds and redistribute funds that are recaptured.

BACKUP DOCUMENTATION:
1. City of Las Vegas DRAFT FY 2021-2022 HUD Annual Action Plan

City of Las Vegas
Draft FY 2021-2022
HUD Annual Action Plan

Prepared by the Office of Community Services March 2021

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The submission of the Annual Action Plan meets the United States Department of Housing and Urban Development (HUD) requirements for consolidating several grant programs into one proposal. These programs include Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership Act (HOME), and Housing Opportunities for Persons with AIDS (HOPWA). HUD announced the 2021-2022 allocation amounts for CDBG, ESG, HOPWA, and HOME in March 2021**.** These amounts are preliminary pending a completed agreement between the City of Las Vegas and HUD.

- CDBG $5,295,388
- ESG $446,850
- HOME $2,287,072
- HOPWA $2,166,457

Total Allocation $10,195,767

The City of Las Vegas (CLV) leverages funding to provide valuable services to our most vulnerable citizens, below are estimated 2021-2022 funding amounts which may change once State of Nevada allocations are announced:

- Account for Affordable Housing Trust Fund (AAHTF) estimated $857,790
- State HOME estimated $371,138
- Redevelopment Set-Aside estimated $1,900,000
- General Funds 2,851,524

The City of Las Vegas describes its July 1, 2021 – June 30, 2022 initiatives for providing adequate housing and education, promoting safe and livable communities, and creating self-sustaining opportunities for the homeless, low and moderate-income households using the aforementioned aggregate funds; while, continuing to utilize CARES Act funding to prepare, prevent, and respond to the Coronavirus pandemic.

Neighborhood Revitalization and Engagement are also at the forefront of our efforts as the City works to implement the strategies described in its HUD-approved Neighborhood Revitalization Strategy Area Plan for the Historic Westside. Neighborhood Revitalization efforts are also taking place in Ward 3, which includes downtown Las Vegas, north of Sahara Avenue, and a block on the east side that's bound by

Owens to the north, Charleston Boulevard the south, Nellis to the east, and close to Interstate 15 to the west.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's 2021-2022 Action Plan discusses community revitalization, redevelopment, homeless services, and community partnerships that will be carried out with the goal of reducing homelessness, providing adequate housing and education, promoting safe and livable communities, and creating self-sustaining opportunities for low and moderate-income households. The City of Las Vegas, along with its many community partners, intends on implementing the following strategies in order to achieve its objectives:

Neighborhood Revitalization · Implement measures to prevent neighborhood blight · Improve Neighborhood Empowerment · Enhance Senior Services

Continuum of Care · Develop partnerships to provide assessment, case management and job connections · Bridge gaps in services for veterans, service members, and their families · Connect released prisoners to community resources

Prevention and Reduction of Homelessness · Expand access to homeless services and housing placement by filling existing service gaps in the City’s urban core.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

One of the methods the City uses to identify its community's most pressing needs is through communication and data collection from its community partners.

The City partnered with 13 agencies to carry out its CDBG Public Services programs for low-income, seniors, disabled persons, and the homeless. They assisted a total of 440 extremely low, very low, and moderate-income households. The types of households senior citizens, female heads of household, and disabled persons for an aggregate total of 631 individuals/families and made 1,994 referrals to housing, employment, education, application assistance, medical, mental health, basic needs, transportation, and other services.

One million dollars in CDBG-CV Round 1 funds has provided emergency rental assistance for 250 households totaling $800k.

The City partnered with 2 agencies to carry out Homeless Street Outreach using its ESG funds. ESG-CV Rounds 1 and 2 funding have and will continue to support the operation of the City's Recuperative Care Center which was stood up due to COVID-19, provided homeless prevention for 648 households, provide transportation for homeless citizens to and from essential services, and fund Operation HOME - a regional effort to house 2022 individuals by December 2022.

The City used its HOPWA dollars to partner with 7 HOPWA agencies to carry out programs within the HIV/AIDS community. The agencies offered services to 2,161k households whose incomes ranged from Extremely Low to Moderate-Income who were offered supportive services, TBRA, Permanent Housing services, STRMU, and PHP.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Las Vegas follows its Citizen Participation Plan to provide all citizens the opportunity to participate in the planning, implementation, and assessment of the CDBG, ESG, HOPWA, and HOME programs.

An evaluation of agencies to receive funding is led by the Community Development Recommending Board (CDRB) which is appointed by City Council to obtain input from citizens in their respective wards. It is a committee of up to thirteen (13) members who review the applications, attend presentations by the applicants, and discuss recommendations for funding. This is a public meeting.

The participation of the CDRB, the evaluation and deliberation meeting agenda was advertised in accordance with Open Meeting Law on March 16, 2021 and posted on the City of Las Vegas' and The Nevada Public Notice websites for the Tuesday, March 23, 2021 meeting. The entire meeting was broadcast on YouTube and open for Public Comment throughout the proceedings. Agencies that did not meet their established performance measures were invited to address the CDRB and provide reasons for their performance. The meeting was open to all agencies and to all interested parties and was conducted in two adjoining handicapped accessible rooms in Las Vegas City Hall. There were no public comments during the session.

On Thursday, April 1, 2021 the City publicized the availability of its 2021-2022 HUD Annual Action Plan in the Las Vegas Review-Journal media outlet for comment. It included how the public could access the Action Plan. In addition, the City uploaded a copy on its website, provided hard copies upon request, and invited the public to submit their written comments to the Office of Community Services. The Public Review and Comment period ended Friday, April 30, 2021. The City held a subsequent public hearing at the May 5, 2021, City Council meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The City's 2021-2022 Annual Action Plan describes the projects, programs and services that will be provided during the year. The subsequent projects, programs and services will address the following community needs: safe, suitable and affordable housing, safe and livable communities, community and individual enrichment and growth opportunities, and opportunities for low and moderate-income households. The program goals in the FY 2021-2022 Action Plan target community needs and focus on City Council priorities for addressing homelessness.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	LAS VEGAS	Office of Community Services (OCS)
HOPWA Administrator	LAS VEGAS	Office of Community Services (OCS)
HOME Administrator	LAS VEGAS	Office of Community Services (OCS)
ESG Administrator	LAS VEGAS	Office of Community Services (OCS)

Table 1 – Responsible Agencies

Narrative (optional)

The City of Las Vegas is responsible for the administration of CDBG, ESG, HOME, and HOPWA programs in addition to other funding sources. It administers programs that align with City Council Priorities and community needs; as well as, partners with local agencies and jurisdictions to broaden the reach of programs and services accessible to Low/Mod income residents.

Consolidated Plan Public Contact Information

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495 S. Main Street

Las Vegas, Nevada 89101

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Las Vegas, Office of Community Services is a part of a multi-agency network whose mission is to address the special needs that plague our communities and eliminate homelessness. While the City's partnerships include participation in statewide outreach efforts, it also partners with non-profit organizations to provide invaluable and varied social services to low to moderate-income residents and homeless citizens using its CDBG, ESG, and HOPWA Funds.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

In an effort to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies, the City of Las Vegas opened a Request for Qualifications for the building and operation of two health and wellness centers in Las Vegas. The process began with two meetings of Federally Qualified Health Centers (FQHC) representatives where subject matter experts in community health and other interested stakeholders convened to discuss the potentiality of launching health and wellness centers and to seek input on the project.

The City has implemented the Recuperative Care Center in response to COVID-19. This program provides medical services to medically fragile, homeless citizens and connects them to housing resources upon discharge.

In addition, the City has published an RFP for housing development in the Historic Westside.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Las Vegas coordinates with the Southern Nevada Homelessness Continuum of Care (SNH CoC) by requiring all of CLV ESG sub-recipients to participate in the Homeless Management Information System (HMIS), per the HEARTH Act and the ESG and SNH CoC Interim Rules. All ESG sub-recipients are also required to participate in and receive referrals solely through Southern Nevada's Coordinated Entry System. Through the coordinated entry process, all persons experiencing homelessness in the SNH CoC are assessed for vulnerability/need, prioritized for housing/services on that basis, and matched/referred to appropriate homeless and mainstream resources. All ESG sub-recipients are required to assist homeless individuals and families to obtain other Federal State, local, and private assistance available to assist the participants in obtaining and maintaining housing stability, including but not limited to the following: Medicaid, SNAP, WIC, SSDC, SSI, TANF, etc.

Although, Clark County Social Service provides the staff support for much of the activities of the SNH CoC. Such as yearly strategic planning, inclement weather shelter, Homeless Management Information System, and HEARTH ACT implementation and compliance. The SNH CoC is comprised of local stakeholders, including the City of Las Vegas. The City participates in the annual homeless census (Point-In-Time Count), identification of homeless issues and gaps in services, coordination of HUD entitlement funds, and the development and support of homeless services. City of Las Vegas staff also participates in several of the SNH CoC working groups on an ongoing basis to collaborate on regional efforts. The City specifically participates in the Evaluation Working group (EWG), which is responsible for leading efforts as it relates to funding priorities, the collaborative application process, RFPs, and evaluations associated with homeless efforts and ESG coordination.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Las Vegas is an active member of Southern Nevada's CoC Evaluation Committee. ESG is a standing item on the SNH CoC EWG monthly meeting agenda, where ESG grantees including the City of Las Vegas provide information on the allocation of ESG funds, discuss the ESG application process, and develop written standards and reports on sub-recipient monitoring. The SNH CoC EWG also reviews and approves the ESG written standards and HMIS administration policies. All ESG sub-recipients are required to participate in HMIS and data gathered is shared with the SNH CoC ESG. The City of Las Vegas in conjunction with other ESG grantees works with the SNH CoC to ensure collaboration, non-duplication of services, and maximum use of resources.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Southern Nevada Regional Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Las Vegas works with the Southern Nevada Regional Housing Authority to provide single-family housing and to rehabilitate multi-family housing units through a continued partnership to increase the availability of affordable housing in the communities.
2	**Agency/Group/Organization**	Silver State Fair Housing Council
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Las Vegas has a continued partnership with Silver State Fair Housing to provide fair housing resources to City of Las Vegas residents. In addition it provides on-going training and education to city staff and community partners to ensure current guidelines and regulations pertaining to fair housing are being upheld.
3	**Agency/Group/Organization**	Ryan White Planning Council
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city has a seat on the Ryan White Planning Council. The planning council meets monthly to discuss opportunities for service enhancement and coordination among the HIV/AIDS continuum

4	**Agency/Group/Organization**	City of Las Vegas Homeless Advisory Committee
	Agency/Group/Organization Type	Services-homeless Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Las Vegas Homeless Advisory Committee meets quarterly to discuss specific strategies to help address homelessness throughout the community, particularly to discuss and strategize regarding the specific issues which prevent individuals from obtaining services.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Clark County, NV	The Southern Nevada Homelessness CoC Board is the official board acting on behalf of the CoC to take care of all related business requiring direction and/or formal actions and furthering the mission to end homelessness in Southern Nevada. The goals of the CoC to address homeless and the prevention of homeless are adopted in full by the City of Las Vegas. HYPERLINK: helphopehome.org/

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Community Services Strategic Business Plan	City of Las Vegas, Community Services	This plan is updated annually to reflect the Office of Community Services' goals and measures for all its initiatives including homelessness, housing, and community and neighborhood revitalization.
HUNDRED Plan	City of Las Vegas	This plan was developed for the Westside Neighborhood and is a vital step in identifying the opportunities to link with the past and create a familiar bridge to the future. Presented within the Plan is a strong vision with practical projects, the stories of stakeholders and community members, improvement program ideas, and proposed regulation and zoning that together, will transform the Westside into a vibrant neighborhood.
Innovations in Education	City of Las Vegas	The City aspires to facilitate transformational change in a small group of 16 schools by coordinating efforts across multiple systems to achieve its overarching vision of Las Vegas schools in the impact zone to becoming a national model of school improvement and community engagement.
Vision 2045 Downtown Master Plan	City of Las Vegas	The city's master plan team includes a Citizens Advisory Committee, Executive Steering Committee, members from the Planning Commission and City Council, and city staff assisted by an outside consultant. Together, led by the Planning Department, they will conduct public outreach, visioning, goal setting, and plan development over the course of the next year. The final product will provide a framework for Las Vegas to achieve the desired economic, social, cultural, and quality of life future vision for the next 30 years.
Reinvent Schools	City of Las Vegas	This program has been a beneficial resource in the community valuing and supporting boys and young men of color. It is about changing community conditions to ensure all young people reach their fullest potential. The ultimate result of empowering youth, investing in our shared future, and collective prosperity.
So. NV Comprehensive Economic Development Strategy	Las Vegas Global Alliance (LVGEA)	The strategy is the result of a joint effort between LVGEA and over 300 stakeholders in Southern Nevada with the purpose of diversifying Southern Nevada's economy and laying the foundations for long-term economic stability.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
So. NV Strong Regional Plan	Southern Nevada Strong	SNS is a collaborative regional planning effort funded by a $3.5MIL grant from HUD, DOT, and the EPA. Projects include comprehensive research and community engagement efforts to look at issues facing our community and propose collaborative solutions. The collaborative initiative worked to integrate housing, land use, economic and workforce development, transportation options, and infrastructure to support and empower local communities. HYPERLINK: sns.rtcsnv.com/
So. NV Regional Housing Authority	SNRHA	This plan spans 2021-2025 and identifies the PHA's quantifiable goals and objectives that will enable the SNRHA to serve the needs of low-income, very low-income, and extremely low income families for the next five years; also including a report on their progress in meeting those goals and objectives.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The Community Development Recommending Board (CDRB) was established as a committee to support citizen participation in the allocation of federal (entitlement) funding to Las Vegas agencies that provide services to extremely low, very low, and moderate-income households. The CDRB is comprised of thirteen members selected by the Las Vegas Mayor and City Council to represent the six wards.

Additionally, the city awards that have a concentrated number of extremely low, very low, and moderate-income households have a higher number of members on the Board to ensure the welfare of those targeted wards are addressed. The grant selection process for the 2021-2022 program year is to evaluate whether second-year funding should be granted to those agencies that applied and that were awarded a two-year grant in 2020.

In addition to the participation of the CDRB, the evaluation and deliberation meeting agenda was advertised in accordance with Open Meeting Law and posted in various locations around the city and on the City of Las Vegas' and The Nevada Public Notice websites on March 16, 2021 for the Tuesday, March 23, 2021 meeting. Agencies that did not meet their established performance measures were invited to address the CDRB and provide reasons for their performance. The meeting was open to all agencies and to all interested parties and was conducted in two adjoining handicapped accessible rooms in Las Vegas City Hall.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The funding resources below will support the City's efforts to end homelessness, construct affordable housing, serve special needs populations, and provide public services to disenfranchised communities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	5,295,388	0	0	5,295,388	15,718,890	These funds will be used to fund capital improvement projects as well as public service activities that directly benefit low to moderate-income residents.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	2,287,072	0	0	2,287,072	6,733,336	HOME funds are leveraged by State of Nevada HOME and Low Income Housing Trust Funds. They will be used to fund the development and retention of affordable housing units throughout the community.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOPWA	public - federal	Permanent housing in facilities Permanent housing placement Short term or transitional housing facilities STRMU Supportive services TBRA	2,166,457	0	0	2,166,457	5,383,741	The City partners with its community agencies who use these funds to provide housing and supportive services to individuals living with HIV/AIDS.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	446,850	0	0	446,850	1,336,742	The City partners with its community agencies by issuing funds to non-profit providers who deliver essential services, conduct street outreach, and shelter to homeless families and individuals. Additionally, providers deliver rapid rehousing financial assistance and stabilization services to homeless families and individuals, and prevention services to families and individuals at risk of homelessness

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - state	Acquisition Conversion and rehab for transitional housing Housing Multifamily rental new construction Multifamily rental rehab Permanent housing in facilities TBRA Transitional housing	857,760	0	0	857,760	2,591,454	These non-federal funds are received from the State of Nevada for use as HOME match and will be used toward affordable housing initiatives.
Other	public - state	Acquisition Housing Multifamily rental new construction Multifamily rental rehab	371,138	0	0	371,138	1,173,834	These funds will be used to construct and preserve affordable housing. A minimum of $200k for Community Housing Development Organization activities

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Admin and Planning Housing Permanent housing placement Short term or transitional housing facilities Supportive services Transitional housing	1,900,000	0	0	1,900,000	5,700,000	These funds are received from the City's Redevelopment Agency and used for housing and shelter programs.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City is committed to supporting sustainability and affordability in our neighborhoods. During this FY the City has leveraged over 1 Million in non-federal dollars to support the city-funded MORE Teams who provide daily outreach in the community and connect homeless individuals to immediate services. The city also committed over 2 Million in General Funds through the Office of Community Services to support initiatives that serve homeless individuals through case management, workforce development, and bridge and transitional housing at The Courtyard. An estimated $1.5MIL of non-federal funds has been used toward bridge and transitional housing for the homeless. In addition, the City has raised over $100,000 through the Mayor's Fund to pay for workforce development and the Ticket to Home Program that allows homeless individuals the opportunity to reunite with family members in other states who are willing and able to support them as they become independent. Lastly,

the City satisfies matching requirements for the HOME Investment Partnership Program by leveraging State and Private Activity Bond dollars to HOME Projects; and ESG matching requirements are passed on to the awarded agencies and monitored during monthly requests for funds and/or annual compliance audits.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Construction for the City's Homeless Resource Center (The Courtyard) is underway. The Homeless Resource Center offers a one-stop-shop with access to medical, housing, and employment services through a variety of partners, the cycle of homelessness can be broken. The initial phase of the Courtyard opened in 2017 and now the city is moving forward with phase 2. This build-out will result in new buildings with classrooms, an intake center, shower and restroom facilities, and areas for service providers to assist homeless individuals. The Courtyard will also feature mailboxes and a pet kennel.

The City will utilize some of its CDBG dollars toward the preconstruction phase of a Health and Wellness Center in Ward 3 and Ward 5. Located in Ward 3 is an existing 2-story building consisting of approximately 9,500 square feet planned for a Health & Wellness Center which will provide community-based and patient-focused comprehensive, culturally competent, high-quality primary health care services integrating access to pharmacy, mental health, substance abuse, and oral health services in areas where economic, geographic, or cultural barriers limit access to affordable health care services.

The Health and Wellness Center in the Historic Westside is a part of our Neighborhood Revitalization Strategy Area (NRSA).

As for community supportive services, workforce development, and education, construction is underway for the West Las Vegas employment training center and Child Care Center. Programs and services will be for low-income individuals and households.

Discussion

Currently, the City owns several parcels of land recently purchased with CDBG dollars which have been slated for Housing and Economic Development in one of the most deteriorated neighborhoods in the City. One of the deteriorating neighborhoods the City will focus on economic redevelopment through the submission of its NRSA Plan is the Historic Westside, CT3.01, Block Group 3. The City purchased several parcels in the area for mixed-use, income housing and business development. Also, the City is pursuing the implementation of two (2) Health and Wellness Centers.

The City is dedicated to equity and revitalization in its neighborhoods. In November 2020, the City executed a resolution for Establishing the City's Diversity, Equity and Inclusion Initiative. Its passage keeps in the forefront the City's diverse city and positions the City to achieve its strategic goals with proven equity practices and policies to address significant inequities in health outcomes and other disparities that decrease the quality of life for many low-income communities which are disproportionately communities of color, LGBTW, elder adults and persons with a disability.

The City remains committed to providing services to its homeless citizens and dedicates an estimated $1.9 Million in Redevelopment Set-Aside funding toward initiatives that serve homeless individuals

through case management, workforce development, and bridge and transitional housing. In addition, $2MIL in General Funds will support the operations of the Homeless Resource Center. The Homeless Resource Center building is currently under construction.

In addition, the City stood up the Recuperative Care Center in response to COVID-19 for medically fragile patients.

The City satisfies matching requirements for the HOME Investment Partnership Program by leveraging State and Private Activity Bond dollars to HOME Projects, and ESG matching requirements are passed on to the awarded agencies and monitored during monthly requests for funds and/or annual compliance audit.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent and End Homelessness	2020	2024	Homeless	CITY LIMITS	Homelessness	CDBG: $284,647 ESG: $446,850 Redevelopment Set Aside: $1,900,000	Homelessness Prevention: 48948 Persons Assisted
2	Educational Enrichment Svs & Supportive Programs	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	CITY LIMITS	Educational Enrichment Special Needs and Low/Mod Income Public Services	CDBG: $236,635	Public service activities other than Low/Moderate Income Housing Benefit: 80 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Provide Community and Supportive Services	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CITY LIMITS	Homelessness Special Needs and Low/Mod Income Public Services Affordable Housing	CDBG: $250,147	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted Homelessness Prevention: 70 Persons Assisted
4	Provide Decent and Affordable Housing	2020	2024	Affordable Housing	CITY LIMITS	Affordable Housing	HOME: $2,287,072 Account for Affordable Housing Trust Fund: $857,760 State HOME: $371,138	Rental units constructed: 300 Household Housing Unit Rental units rehabilitated: 210 Household Housing Unit
5	Community Facilities/Infrastructure/Neigh Revital	2020	2024	Non-Housing Community Development	CITY LIMITS	Community Facilities, Infrastructure, Improvements	CDBG: $1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	HIV/AIDS Homeless Prevention	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs	CITY LIMITS	Homelessness Special Needs and Low/Mod Income Public Services Affordable Housing	HOPWA: $2,166,457	HIV/AIDS Housing Operations: 591 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Prevent and End Homelessness
	Goal Description	The City of Las Vegas' initiatives to prevent and end homeless is multi-pronged. A portion of CDBG public service dollars for the 2021-2022 Action Plan year will be used to partner with four nonprofit agencies (see program descriptions under AP-35 Projects). ESG funds will support robust outreach to homeless citizens for which the City will partner with The Salvation Army and Westcare while Redevelopment Set Aside funds will be used to further the City's housing for the homeless through its Master Lease and Flexible Housing Programs.
2	**Goal Name**	Educational Enrichment Svcs & Supportive Programs
	Goal Description	Educational Enrichment and Supportive Programs are a high priority of the City of Las Vegas as the activity supports improved access to economic opportunities for low-income families and children. The City has allocated a portion of its CDBG dollars to partner with several community agencies (see AP-35 Projects for program descriptions).

3	**Goal Name**	Provide Community and Supportive Services
	Goal Description	Community and Supportive Services are critical activities that provide food security, job training, job placement, home rehab, and referrals to wrap-around services for children and families exiting public institutions. The City will allocate a portion of its CDBG public services dollars to partner with multiple community agencies to carry out these services (see AP-35 Projects)**.** The allowable Administration percentage will be used for administering the grant.
4	**Goal Name**	Provide Decent and Affordable Housing
	Goal Description	The City of Las Vegas will continue to partner with private developers to construct and preserve existing affordable housing units for low-income families. A portion of CDBG funds will be used to support rehabbing of existing units of affordable housing
5	**Goal Name**	Community Facilities/Infrastructure/Neigh Revital
	Goal Description	The city will support economic development and neighborhood revitalization with 2020/2021 capital funds.
6	**Goal Name**	HIV/AIDS Homeless Prevention
	Goal Description	The city will dedicate 2021-2022 funds to support individuals and families affected by HIV/AIDS with supportive services, homeless prevention and short-term rental, mortgage, and utility assistance. In addition, the city will support local agencies in the operation of dedicated units to house individuals and families affected by HIV/AIDS.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Las Vegas, Office of Community Services collaborates with non-profit organizations to provide invaluable and varied social services too low to moderate-income residents and homeless citizens using its HUD allocations.

Projects

#	Project Name
1	2021-2022 CDBG Grants Administration
2	2021-2022 Homeless Courtyard Bond Payment
3	2021-2022 Health and Wellness Centers
4	2021-2022 East Las Vegas Community Center Rehabilitation
5	2020-2021 Construction/Rehabilitation
6	2021-2022 Family Promise of Las Vegas
7	2021-2022 Salvation Army
8	2021-2022 HELP of Southern Nevada
9	2021-2022 Catholic Charities
10	2021-2022 Jewish Family Service Agency
11	2021-2022 Nevada Partnership for Homeless Youth
12	2021-2022 Foster Kinship
13	2021-2022 Clark County Public Education Foundation
14	2021-2022 Goodwill Industries of Southern Nevada
15	2021-2022 YMCA of Southern Nevada
16	2021-2022 Grant a Gift of Autism
17	2021-2022 Access to Healthcare Network, Inc
18	2021-2022 Aid for AIDS of Nevada, Inc
19	2021-2022 CPLC Nevada, Inc
20	2021-2022 Golden Rainbow of Nevada, Inc
21	2021-2022 Horizon Ridge Wellness Clinic, Inc
22	2020-2021 Women's Development Center
23	2021-2022 HOPWA Administration
24	2021-2022 ESG

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved

needs

Reducing homelessness, community education and support services, and engagement are amongst the top priorities for the City and the Office of Community Services (OCS). Since OCS redesigned its grant cycle from one year to every two years, the partnering agencies were selected upon the population of applicants that were best aligned with the City's and OCS' strategic priorities:

Youth – Promoting education enrichment opportunities to residents in their formative years. Qualified programs claiming a youth program focus on school readiness of pre-school aged children; children reading at grade level by the third grade; students remaining on track to graduate high school and reducing racial and ethnic disparities related to disciplinary practices that result in students of color coming into contact with the juvenile justice system.

Seniors – Supporting community programs that support senior citizens aging in place. Qualified programs will adhere to the U.S. Department of Housing and Urban Development's definition of "elderly person" (24 CFR 891.205) which defines an elderly person as 62 years of age or older.

Homelessness – Supporting program services and community partners to prevent homelessness and provide permanent housing opportunities for the community. Programs with a homelessness focus must have a program that targets families with children, homeless youth, and/or single, homeless adults.

Special Needs Populations – Supporting programs that focus on providing services to clientele who are generally presumed by HUD to be principally low- to moderate-income persons

The City's priorities continue to focus on prevention and response to COVID-19. CDBG-CV and ESG-CV funds will be used to prepare, prevent, and respond to COVID-19. Programs include the City's Recuperative Care Center that provides respite for medically fragile guests, transportation for homeless to and from essential services, Operation HOME that is a regional effort to house 2,022 individuals by the year 2022, provide funding support to agencies for PPE, emergency rental assistance, and partnerships with community agencies related to COVID-19.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2021-2022 CDBG Grants Administration
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homelessness Educational Enrichment Svs & Supportive Programs Provide Community and Supportive Services Provide Decent and Affordable Housing Community Facilities/Infrastructure/Neigh Revital HIV/AIDS Homeless Prevention
	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Affordable Housing Community Facilities, Infrastructure, Improvements
	Funding	CDBG: $1,047,926
	Description	For the administration of the Community Development Block Grant for FY 2021/2022
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City Hall, 495 S Main Street
	Planned Activities	For the administration of the Community Development Block Grant for FY 2021/2022
2	**Project Name**	2021-2022 Homeless Courtyard Bond Payment
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homelessness Educational Enrichment Svs & Supportive Programs Provide Community and Supportive Services Community Facilities/Infrastructure/Neigh Revital HIV/AIDS Homeless Prevention
	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Community Facilities, Infrastructure, Improvements

	Funding	CDBG: $1,146,750
	Description	This bond payment will be used to support the construction of the Homeless Courtyard.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	1401 Las Vegas Blvd N, Las Vegas, NV 89101
	Planned Activities	This bond payment will be used to support the construction of the Homeless Courtyard.
3	**Project Name**	2021-2022 Health and Wellness Centers
	Target Area	CITY LIMITS
	Goals Supported	Educational Enrichment Svs & Supportive Programs Provide Community and Supportive Services Community Facilities/Infrastructure/Neigh Revital
	Needs Addressed	Educational Enrichment Special Needs and Low/Mod Income Public Services Community Facilities, Infrastructure, Improvements
	Funding	CDBG: $1,500,000
	Description	HOCS has completed design and is scheduled to begin construction on two Federally Qualified Health Centers (FQHC). The free standing FQHC is located at 1425 N. Main Street, adjacent to the Courtyard Homeless Resource Center. The second FQHC is part of a mixed-use development (Wardelle Street Townhouses) in partnership with the Southern Nevada Regional Housing Authority. The health center is located at 2901 E. Bonanza Road, Las Vegas, NV 89101, the site of a former public housing development and will be housed in an early childhood education center. In addition to the afore-mentioned health centers, the City has identified two additional sites for the development of health centers: 400 Jackson Street, located in Ward 5, within the Historic Westside, and 1930 Fremont Street, located in Ward 3, in the City's Eastside. The City will allocate prior year funding towards these projects along with 2021-2022 CDBG funding.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The funds will be used to support the pre-construction costs and construction of Health & Wellness Centers.
4	**Project Name**	2021-2022 East Las Vegas Community Center Rehabilitation
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Educational Enrichment Community Facilities, Infrastructure, Improvements
	Funding	:
	Description	Rehabilitation of the East Las Vegas Community Center Rehabilitation. The City may allocate prior years funding along with 2021-2022 funding.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	250 N Eastern Ave, Las Vegas, NV 89101
	Planned Activities	The funds will be used to support the pre-construction costs, as well as the rehabilitation of the East Las Vegas Community Center.
5	**Project Name**	2020-2021 Construction/Rehabilitation
	Target Area	CITY LIMITS
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	:
	Description	This program provides home repairs free of charge to low-income homeowners.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	This program will serve 25 low-income homeowners with repairs
	Location Description	
	Planned Activities	Repairs are done by licensed contractors at no cost to the homeowner. Repairs can include roofing, plumbing, HVAC, water heaters, doors, windows, plumbing, accessibility, etc. All work is performed by licensed contractors at no cost to the homeowners.
6	**Project Name**	2021-2022 Family Promise of Las Vegas
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: $50,000
	Description	Family Housing and Stabilization - seeks to prevent families with children from being evicted from their place of residence
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Family Housing & Stabilization will serve up to 50 families (must have children between the age of birth and 18 years) will homeless prevention services.
	Location Description	The location of the services will be the Family Promise of Las Vegas Navigation Center and staff will also conduct assessments at The City of Las Vegas Courtyard.
	Planned Activities	The components of service delivery include: 1. Initial assessment of the eviction crisis 2. Working with the landlord 3. Providing funding to pay the rental arrears and keep family housed 4. Weekly case management meetings and budget review 5. Presenting monthly workshops that the client families will attend 6. Working with each family to strengthen their family dynamic 7. Working with the children in the family to assess their unique needs

7	**Project Name**	2021-2022 Salvation Army
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Homelessness
	Funding	CDBG: $100,147
	Description	Career Corner - Supports the Vocational Training Program to serve homeless, at-risk homeless and low-income adults. The program provides essential employment skills, job readiness, life skills and financial management training, on-the-job training, occupational training, job search, job placement, case management and supportive services to 50 homeless, at risk of homeless and low income adults.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Career Corner will provide services to approximately 50 homeless, at-risk homeless and low-income adults.
	Location Description	
	Planned Activities	Providing employment services to eligible clients, Salvation Army will assist them in accessing employment resources and opportunities to develop the skills needed to secure employment. Services aid in equipping the homeless population to secure employment that pays a living wage and permanent housing, thereby increasing their self-sufficiency.
8	**Project Name**	2021-2022 HELP of Southern Nevada
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: $80,000
	Description	Shannon West Homeless Youth Center- Provides services to homeless and at-risk youth and young people with emergency shelter and transitional housing.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	Shannon West will serve 112 homeless and at-risk youth and young people ages 16 to 24.
	Location Description	Shannon West Homeless Youth Center at capacity, can house up to 158 homeless youth and young adults. The center is located on the HELP Street Campus at 1650 E. Flamingo Rd.
	Planned Activities	Safe and stable housing, Basic Need/Food, Person-Centered Case Plan/ Housing Plan, Intensive Case Management, Tenancy Support Counseling Education, Employment, Addiction and Mental Health Services, Health and Wellness, Financial Literacy, Activities of Daily Living and Supportive Services.
9	**Project Name**	2021-2022 Catholic Charities
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $50,000
	Description	Meals on Wheels - delivers seven nutritious meals, fruit and milk to homebound seniors. In addition to the weekly delivery, a wellness check is provided along with pet food if requested. This has allowed homebound seniors to remain living independently in their home.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Meals on Wheels - delivers seven nutritious meals, fruit and milk to approximately 90 homebound seniors. In addition to the weekly delivery, a wellness check is provided along with pet food if requested. This has allowed homebound seniors to remain living independently in their home.
	Location Description	
	Planned Activities	Include but is not limited to nutritionally balance frozen meals, fresh fruit and milk. If a senior requires a modified textured meal or has a special dietary restriction, accommodations will be made to meet their individual needs
10	**Project Name**	2021-2022 Jewish Family Service Agency
	Target Area	CITY LIMITS

	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $50,000
	Description	Senior Lifeline - Provides services and assistance for low-income vulnerable seniors. The Las Vegas Senior Lifeline Program is a case management driven, support service program for low-income seniors of all faiths and cultural traditions.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Senior Lifeline will provide services and assistance to approximately 120 low-income vulnerable seniors. The Las Vegas Senior Lifeline Program is a case management-driven, support service program for low-income seniors of all faiths and cultural traditions.
	Location Description	
	Planned Activities	Assist low- and moderate-income seniors with no-cost supportive services in an effort to increase their ability to age in place. Services provided include Access to Nutritious Food, Medical Support, Homemaking Services, Case Management and Resource Referrals.
11	**Project Name**	2021-2022 Nevada Partnership for Homeless Youth
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: $54,500
	Description	Safe Place: Youth Outreach & Intervention Program - An outreach, education, and referral program that provides easily accessible crisis intervention services to abused, neglected, abandoned, and other children and teens in need of immediate help and safety.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Safe Place Youth Outreach & Intervention Program will provide easily accessible crisis intervention services to abused, neglected, abandoned, and other children and teens in need of immediate help and safety. This will serve approximately 50 youth.
	Location Description	

	Planned Activities	Provide mobile crisis intervention services and a crisis hotline to eligible youth in crisis with immediate support and link them to services that meet their unique needs and circumstances. Services aid in equipping youth with tools and resources to address their immediate needs, thereby increasing their safety and stability.
12	**Project Name**	2021-2022 Foster Kinship
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: $50,000
	Description	Kinship Navigator Program - services include the kinship resource center, telephone helpline, resource locator tool, application assistance, case management, emergency resources, financial support, support groups, parenting classes, and family events.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Kinship Navigator Program will provide services including access to the kinship resource center, telephone helpline, resource locator tool, application assistance, case management, emergency resources, financial support, support groups, parenting classes, and family events. It will serve approximately 200 families.
	Location Description	
	Planned Activities	Provide support, information, and resources to eligible kinship families to improve the quality of life for children in kinship care and minimize the number of children who enter the foster care system. Services aid in equipping kinship caregivers with the tools and resources needed to provide safe, permanent, and nurturing homes for children in their care, thereby increasing safety, permanency, and well-being outcomes for children in out-of-home placement.
13	**Project Name**	2021-2022 Clark County Public Education Foundation
	Target Area	CITY LIMITS
	Goals Supported	Educational Enrichment Svs & Supportive Programs
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $50,000

	Description	Family Learning for Academic Success and Economic Stability - Supports children's sustained educational outcomes by teaching parents how to use home literacy and numeracy strategies, positive parenting skills, and leadership, advocacy, and employability skills to create a stable, academically supportive home and an actively engaged parent-school relationship.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This program will support 50 families.
	Location Description	
	Planned Activities	The Public Education Foundation will provide parents and guardians with no-cost services, which includes the 16-week Family Learning Program. Services must be provided to City of Las Vegas residents and parents/guardians must have a student who attends one of the four high-needs schools selected.
14	**Project Name**	2021-2022 Goodwill Industries of Southern Nevada
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $50,000
	Description	Goodwill's Mobile Career Coach Program will target City of Las Vegas residents, age 18 and older who are victims of domestic violence, and provide Career Coaching services, job training, supportive services, and job placements into livable wage jobs. They will partner with The Shade Tree and Safe Nest to provide these services at their shelters; making it as easy as possible for victims of domestic violence to seek help with their job search, training, and placement.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide services to approximately 20 clients

	Location Description	
	Planned Activities	Clients will receive intense case management through the Career Services Program. The Career Coach and Job Developer will have weekly contact with the individual, providing encouragement, and ensuring the job seeker is staying on track and does not have any barriers to completing training and being placed into employment. The Job Developer works with local employers to identify open positions that will be a good match for the job seeker and the employer, then advocating on behalf of the job seeker with the employer.
15	**Project Name**	2021-2022 YMCA of Southern Nevada
	Target Area	CITY LIMITS
	Goals Supported	Educational Enrichment Svs & Supportive Programs
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $93,353
	Description	The YMCA provides high-quality, state-licensed, and evidence-based early childhood education programs.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The program will serve approximately 10 clients.
	Location Description	Durango Hills YMCA, which is located at 3521 N Durango Dr, Las Vegas, NV 89129.
	Planned Activities	The program will lay a foundation for future and ongoing achievement and success by addressing the holistic development of each child; increase the self-confidence of each child through decision-making and positive social interactions; and support and strengthen the family unit through opportunities for parent engagement in the classroom and at home.
16	**Project Name**	2021-2022 Grant a Gift of Autism
	Target Area	CITY LIMITS
	Goals Supported	Educational Enrichment Svs & Supportive Programs
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $9,128,157

	Description	TeenWORKS Vocational Program - Vocational/Transition program serving individuals 13-22 years of age, on the autism spectrum, that are currently enrolled in middle/high school. Along with helping young adults gain vocational work skills in multiple settings, individuals in the program have the potential to gain the social and life skills required for a successful transition into paid working positions and other areas of adulthood.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	TeenWORKS Vocational Program - Vocational/Transition program serving individuals 13-22 years of age, on the autism spectrum, that are currently enrolled in middle/high school. Along with helping young adults gain vocational work skills in multiple settings, individuals in the program have the potential to gain the social and life skills required for a successful transition into paid working positions and other areas of adulthood. This program will serve approximately 31 individuals.
	Location Description	
	Planned Activities	Teens and young adults with autism will gain the job readiness skills required for a successful transition into paid working positions and other areas of adulthood. The TeenWORKS program runs in 3-month sessions, wherein teens are assigned to a partnered community site with the support of a Job Coach. At the end of the 3 months, and based on client progress, teens will then rotate through a different community site (totaling 4 different work placements) to have exposure and master a comprehensive amount of working skills.
17	**Project Name**	2021-2022 Access to Healthcare Network, Inc
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $340,000

	Description	Access to HealthCare Network will provide people living with HIV/AIDS (PLWHA) in the EMSA with: Non-Medical Case Management (NMCM), Health Education Programming, Medical Nutrition Therapy (MNT), Cooking and Nutrition Classes, and ancillary support services in the form of food box delivery and food vouchers. All proposed services will be delivered at the agency's office and at a local HOPWA serving agency with the capability to connect PLWHA to the intended services. When appropriate, telehealth services will be provided to PLWHA, who cannot attend visits in-person.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide supportive services to approximately 120 individuals and families affected by HIV/AIDS.
	Location Description	
	Planned Activities	HOPWA Supportive Services
18	**Project Name**	2021-2022 Aid for AIDS of Nevada, Inc
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $307,463
	Description	Housing Project: Aid for AIDS of Nevada will provide financial assistance through HOPWA-funding, which enables clients to secure and maintain safe, stable, and affordable housing. TBRA II: Aid for AIDS of Nevada will provide financial assistance through HOPWA-funding, which enables clients to secure and maintain safe, stable, and affordable housing.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing and services to approximately 14 individuals and families affected by HIV/AIDS.
	Location Description	
	Planned Activities	HOPWA tenant-based rental assistance

19	**Project Name**	2021-2022 CPLC Nevada, Inc
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $104,246
	Description	CPLC, Nevada Inc. will provide financial assistance through HOPWA-funding, which enables clients to secure and maintain safe, stable, and affordable housing by providing hotel/motel vouchers, STRMU and TBRA.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing and services to approximately 60 individuals and families affected by HIV/AIDS.
	Location Description	
	Planned Activities	CPLC, Nevada Inc. will provide financial assistance through HOPWA-funding, which enables clients to secure and maintain safe, stable, and affordable housing by providing hotel/motel vouchers and supportive services.
20	**Project Name**	2021-2022 Golden Rainbow of Nevada, Inc
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $55,000
	Description	Golden Rainbow will provide financial assistance in the form of one-time payments of rent to prevent eviction due to their medical condition. Additionally, the program will provide clients with permanent housing placement assistance, housing operations, and support services.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing assistance to approximately 42 individuals and families affected by HIV/AIDS.
	Location Description	
	Planned Activities	HOPWA permanent housing placement, STRMU, and supportive services.
21	**Project Name**	2021-2022 Horizon Ridge Wellness Clinic, Inc
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $150,000
	Description	Horizon Ridge Wellness Clinic will provide three levels of services in the transitional housing program, rental and utility assistance, and supportive services.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing and services to approximately 20 individuals and families affected by HIV/AIDS.
	Location Description	
	Planned Activities	HOPWA tenant-based rental assistance, short-term rent, mortgage, and utility assistance, and supportive services.
22	**Project Name**	2020-2021 Women's Development Center
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $500,000

	Description	Women's Development Center will provide safe, sanitary, and habitable affordable housing to low-income people in the local HIV Care Continuum. The agency will assist in preventing homelessness through housing counseling efforts, which include resolving tenancy issues, payment plans for arrearages and damages, and waiving late fees.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing and services to approximately 30 individuals and families affected by HIV/AIDS.
	Location Description	
	Planned Activities	HOPWA operating and leasing of permanent housing.
23	**Project Name**	2021-2022 HOPWA Administration
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $64,994
	Description	City of Las Vegas HOPWA grant administration
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	HOPWA Grant administration
24	**Project Name**	2021-2022 ESG
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: $446,850
	Description	Administration: $33,513.75, Street Outreach, and Future programming

	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Salvation Army – Street Outreach – 37,230 clients. WestCare – Street Outreach- 11,106 clients.
	Location Description	
	Planned Activities	Salvation Army (Street Outreach) Downtown Homeless Outreach program – This program will connect the homeless population to housing and supportive services and transport them to facilities where they can receive immediate help. WestCare (Street Outreach) Downtown Homeless Outreach program – This program will offer services to the homeless where they are and directly assist them with entering WestCare's continuums of supportive services.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

City of Las Vegas funded projects are primarily located in traditional low-income census tracts and areas that document a higher percentage of low and moderate-income citizens; however, certain projects are available throughout the City. New construction HOME projects are located in areas with a diverse population and have vacant land or the ability to be converted to the proper zoning and use. The city supports the rehabilitation of existing substandard affordable housing in areas of minority concentration. HOPWA funds are used countywide while ESG funds will support the City's homeless street outreach and connections to resources.

Geographic Distribution

Target Area	Percentage of Funds
CITY LIMITS	80

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Las Vegas will purpose its CDBG and ESG funds for homelessness prevention, street outreach and housing services, youth enrichment, and special needs services. A greater emphasis will be on Historic West Las Vegas, the Corridor of HOPE, and the Meadows. However, homeless citizens city-wide will have the opportunity to receive assistance and services.

The City will use HOPWA funds to target the Paradise EMSA as the city is the entitlement agency for those funds in Southern Nevada.

The City, through its approved Neighborhood Revitalization Strategy Areas (NRSA) will continue to invest time and resources into revitalizing the Historic Westside.

Discussion

The city of Las Vegas' geographic priorities were established based upon the analysis of the current community needs, the characteristics of the overall market, the ability of low-income households to afford, locate, and maintain housing, and the availability of resources to address the identified needs. The City will continue to rely on low-income census tracts and block groups in addition to other data supplied by HUD and city data to determine the areas of greatest need. Currently, funds are allocated citywide providing low-income residents the opportunity to apply for much needed services

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Las Vegas is committed to provide services that foster community pride through human services, outreach and community initiatives that improve the safety, health and wellness of our citizens and sustainable neighborhoods. One of the keys to a healthy community is the ability to provide safe, quality, affordable housing to its citizens. The purpose of this plan is provide framework and allocate resources for the future development and retention of Affordable Housing units. The plan is comprised of four strategies:

- Increase Inventory of Affordable Housing
- Preserve Existing Affordable Housing Units
- Increase Housing Opportunities for the Population of People who are Homeless
- Explore Alternative Funding Sources and Collaborations

Affordable housing has a direct impact on the social, economic and environmental health of our city. Affordable housing is typically occupied by working families that may not have sufficient resources for market rate housing. Affordable housing takes on many forms and is a foundation for the community to build upon. Economically, when housing costs are high, a household has fewer resources to fulfill other needs such as food, medical care and transportation.

The City's role is to provide policy regulation, resources, and infrastructure. The City does not manage or construct affordable housing, but develops collaborations with developers to produce units and preserve existing affordable housing stock.

The City facilitates development of affordable housing units throughout the City in order to provide safe, quality, and affordable units to our residents. Providing affordable housing throughout the City promotes vibrant mixed income communities. We encourage the construction of new units as well as the rehabilitation and preservation of existing affordable units.

The availability of city funding can be the difference in making a project viable and successful. The funding provided by the City, in large part through Federal Grant Funds, can have an abundance of regulatory stipulations associated with them. Some developers see these regulations as barriers. Others see an opportunity to provide long-term affordable housing that is clean, safe, and healthy for our community.

The City strives to ensure that all income and age brackets are able to find suitable housing. The ability to provide housing to all income brackets can be challenging. Some developers may not be interested in developing housing for moderate-income households because it can be hard to make the project

profitable. The City tries to address this concern by subsidizing the projects to lower the cost for the developer as well as providing some incentives to encourage the development of affordable housing.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	300
Rehab of Existing Units	210
Acquisition of Existing Units	0
Total	510

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

In addition to developing 300 new units of affordable housing and preserving 150 units, the City currently has several planned projects that will be increasing the inventory of affordable units targeting individuals and families that earn less than 80% area median income with expected completion dates of winter 2021:

- Decatur/Alta Phase I- 60 units
- Decatur/Alta Phase II – 360 units
- Desert Oasis II – 43 units
- Easter Senior Apartments – 60 units

As discussed previously in the City's Affordable Housing Plan, the goal is to also preserve affordable housing through rehabilitation. In addition to identifying 150 units for rehabilitation, the City currently has several planned rehabilitation projects slated for completion in winter 2021 in addition to utilizing CDBG funds for a Rehab Program:

- 500 Jefferson Street – 6 units
- Archie Grant - 125 units
- CDBG Rehab Program – 30 units

Rebuilding Together Southern Nevada has been awarded CDBG funding for 2 programs that will rehabilitate a total of approximately 30 units. One program will provide critical home repairs to

properties within the city limits of Las Vegas allowing them to safely age in place in their established place of residence. The other program will provide full rehabilitation focusing on code issues, safety hazards and energy efficiency to homes in the City of Las Vegas's Historic West Side.

AP-60 Public Housing – 91.220(h)

Introduction

Southern Nevada Regional Housing Authority's Supportive Services Department's primary function is to inform seniors and families of the available community services and resources and assist them with facilitating access to those services. The Department's mission is to assist the clients and the surrounding community of SNRHA in developing and achieving their full potential and improve the quality of life. These goals are continuously met by providing several onsite service providers, advocating for the residents, distributing resource information, and making referrals as needed.

Actions planned during the next year to address the needs to public housing

SNRHA also has over 70 active partnering agencies as a part of its Program Coordinating Committee (PCC) which includes representatives from:

- Clark County
- Cities of Las Vegas, North Las Vegas, and Henderson
- Nevada System of Higher Educations (NSHE)
- Universities of Nevada, Las Vegas and Reno
- College of Southern Nevada
- Nevada State College
- Early Childhood Education
- Communities in Schools
- Workforce Partnering Agencies
- Local Office of US Housing and Urban Development
- Local nonprofit and community agencies
- Resident Representatives

Commitments with these organizations are established either verbally or through MOU's.

Resident Councils initially had difficulty remaining active, conducting elections, and having council meetings and training during the pandemic. HUD granted agencies a waiver under PIH 2020-13 (HA), REV-1, Section PH-8, Resident Council Elections, which stated that the "delayed resident council election must be rescheduled and held as soon as reasonably possible once circumstances permit, after December 31, 2020." SNRHA is now working with public housing sites to bring all councils into compliance and add new ones.

SNRHA also continues to expand its partnerships and is working hard to continue securing grants, private donor funds, and charitable gifts that may promote household self-sufficiency, moving into

homeownership, and assisting seniors to age in place.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

As of January 31, 2021, the Family Self-Sufficiency (FSS) program had 450 voluntary slots, and 462 participants from the Public Housing (PH) and the Housing Choice Voucher (HCV) programs. Of those participants, 60 were PH residents, and an additional 78, were on the interest list. SNRHA recently renewed and began its Resident Opportunity and Self-Sufficiency (ROSS) program which targets residents of PH for program participation in activities which lead up to independence and self-sufficiency. This program allows us to serve the below sites:

- Hullum Homes
- Jones Gardens
- Marble Manor
- Marble Manor Annex
- Sherman Gardens
- Sherman Gardens Annex
- Villa Capri

SNRHA procured hotspots though CARES Act funds to provide mobile internet connectivity, from June through December 2020, to families with school-aged children who were forced to attend distance learning as a result the COVID 19 pandemic. At the end of this service, the City of Las Vegas (CLV), through their Advanced Connectivity for Community and Economic Development (ACCED) grant, partnered with SNRHA and provided modems, with lifetime service to those same PH families to enable them to continue focusing on education, training and employment needs. As well, we have enhanced our ability to virtually meet with our residents via various platforms such as Microsoft Teams, WebEx, and Zoom.

SNRHA continues its homeownership programs to assist low-income families reach the dream of owning a home of their own. Over the last year and a half, two (2) public housing residents have become homeowners and others have moved out into private rentals. Housing counseling, through our certified counselors, is utilized as a part of regular programming for participants who are interested in “seeking, financing, maintaining, renting, or owning a home.”

SNRHA maintains a Section 3 Job Bank, consisting of residents within PH and the surrounding low-income communities, that helps them gain employment with SNRHA and its contractors. . Our last report to HUD, FY20, rendered 10, new hires. This program can now be found under SNRHA’s Contracts and Procurement department.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The SNRHA is not designated as a troubled agency

Discussion

The Southern Nevada Regional Housing Authority (SNRHA) continues to utilize its Capital Fund Program (CFP) for the required capital improvements. The SNRHA CFP Funds is one of the financing tools to fund comprehensive modernization and new construction under the Rental Assistance Demonstration (RAD) Program and Mixed Finance Program. The agency is currently working with a Master Developer to redevelop the Marble Manor Development in conjunction with the Westside 100 Plan. Plans are also in process to develop two (2) parcels on 28th Street at Cedar & Sunrise. These developments will be mixed-income, mixed-financed developments including public and affordable housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section discusses how the City of Las Vegas will address the needs of persons at risk of and experiencing homelessness in the City of Las Vegas during PY2021.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

CDBG funds will be used to support the following agencies and programs: Nevada Partnership for Homeless Youth conducts multi-pronged outreach to prevent youth homelessness, provide life-sustaining supplies to youth living on the streets, educate the community, and advocate on behalf of homeless youth. Nevada Partnership for Homeless Youth Safe Place is an outreach, education, and referral program that provides easily accessible crisis intervention services to children and teens in need of immediate help and safety.

Through NPHY's partnerships with local businesses and government agencies, youth in Southern Nevada can access a Safe Place site by walking into one of over 170 designated locations, hopping on a bus for a free ride to a Safe Place site, or by calling our 24/7/365 toll-free crisis hotline. Upon arrival to a Safe Place site, a trained NPHY Safe Place Crisis Responder meets the youth within 30 minutes of their arrival, assesses their situation using a trauma-informed approach, and depending on their unique needs and circumstances, transports the youth to an appropriate location to receive further services. Currently, there are 120 Terrible Herbst convenience stores, 20 City of Las Vegas Fire Stations, 3 Henderson Libraries, and 28 libraries within the Las Vegas-Clark County Library District that serve as Safe Place sites. In addition to the NPHY Drop-In Center, youth can receive free transportation to a Safe Place site on 425 Regional Transportation Commission (RTC) buses operating on 53 routes throughout the region to access immediate help.

Family Promise of Las Vegas sends staff to the City of Las Vegas Courtyard – Homeless Resource Center, 1 day a week to conduct Coordinated Intake Assessment appointments with clients and families who may be eligible for programming.

The City of Las Vegas through their Emergency Solutions Grant programs will cover eligible costs for street outreach. Outreach services will be provided to people experiencing homelessness and sleeping in places not meant for human habitation. Individuals will be connected to community resources and be provided transportation. Staff will work to address any immediate health and safety needs, assist in

accessing benefits, and connect the homeless with stable housing and supportive services.

The City also contracts the Multi-Agency Outreach Resources Engagement (MORE) Team who provides mobile intervention and outreach to individuals and families experiencing homelessness, including those who are living on the streets, in outlying uninhabited areas, and in the flood control tunnels. The team assesses individuals and families for service referrals including essential services related to reaching out to unsheltered people, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. The team uses the Community Housing Assessment Tool to assess the extent of issues and then place the individuals on the community queue for housing placement.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will utilize CDBG funding to support the following agencies and programs: HELP of Southern Nevada's Shannon West Homeless Youth Center can house up to 158 homeless youth and young adults (ages 16-24) and offers interrelated services to help youth achieve housing stability, economic independence, and connection to support systems. Shannon West Homeless Youth Center is a low-barrier shelter and as such, youth and young people are not denied services due to entry requirements. Upon entry an in-depth intake and housing assessment is completed. The results of the housing assessment are forwarded to the Coordinated Entry, Community Queue for placement on the housing waiting list.

The City of Las Vegas will fund two street outreach programs using ESG funding. Salvation Army and WestCare will meet homeless individuals where they are and connect them to services, including immediate health and safety needs, as well as mental health crisis stabilization, substance abuse treatment, transportation, and will assist clients in obtaining transitional and stable housing.

Through an annual interlocal agreement, the city of Las Vegas partners with the other local jurisdictions in Southern Nevada to fund the operations of the community's emergency shelters for the homeless: Catholic Charities, The Salvation Army, Las Vegas Rescue Mission, The Shade Tree, and Hopelink

The Courtyard Homeless Resource Center was established in 2017 as a safe environment for homeless individuals to access services, referrals, and a safe place to sleep at night. The facility operates 24 hours a day, seven days a week. The city seeks to address housing gaps by expanding the services and increasing utilization of the Courtyard Homeless Resource Center, which can help homeless persons access emergency and transitional housing, and working with regional partners to expand the number of affordable/homeless housing opportunities and supportive services.

In 2019, the city of Las Vegas partnered with organizations in developing a flexible housing master lease program. The city of Las Vegas Flexible Housing Program links contracted housing units to Courtyard guests and MORE Team clients to support the process of achieving individual housing, financial, and employment sustainability. Guests receive regular case management from Courtyard case managers,

working on their individualized case plans to achieve self-sufficiency and permanent housing.

In 2020, the city developed the Recuperative Care Center (RCC). This 38-bed facility is designed to provide emergency shelter services for acute/post-acute hospital discharges for individuals who are literally homeless. The guests served by this project are recovering from an acute illness or injury that would not necessitate continued hospitalization but would be exacerbated by their living conditions (i.e. literal homelessness) and who would not be accepted into an existing shelter system due to requiring a higher level of care than shelter systems are equipped to handle (as well as potential liability issues associated with appropriateness for addressing the level of care needs). The RCC concurrently addresses medical illness/injury and social issues that have directly/indirectly contributed to an individual's experience of homelessness. Every RCC Guest will receive continued medical treatment and attachment to Intensive Case Management (ICM) to have identified barriers appropriately and expeditiously addressed, to facilitate transition into self-sufficiency. ICM's will assess each individual to identify barriers and apply solutions to resolve those barriers.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Las Vegas will help homeless persons, families, and families with children, veterans, and their families through its CDBG partnerships with the following agencies: Family Promise of Las Vegas is helping families avoid homelessness by stopping that situation from happening in the first place by reducing the number of families that become homeless through evictions. One solution to this problem is to provide a program that will stop the eviction process and work with the family to strengthen their financial management skills, improve their employment and help them achieve a higher level of self-sufficiency. When families come to Family Promise with an eviction notice they are within days of becoming homeless without the needed funding. Best practice models across the nation appeal to agencies to shift this effort to the front end of homelessness by funding and supporting the prevention of family homelessness.

The components of service delivery include Initial assessment of the eviction crisis, working with the landlord, providing funding to pay the rental arrears and keep family housed, weekly case management meetings and budget review, presenting monthly workshops that the client families will attend, working with each family to strengthen their family dynamic and working with the children in the family to assess their unique needs.

HELP of Southern Nevada's Shannon West Homeless Youth Center provides emergency shelter, transitional housing, and studio apartments to homeless youth. With the lack of jobs that pay a livable

wage, lack of affordable housing, and rising costs of existing housing, homeless youth are at a higher risk of remaining homeless for an extended period of time. Shannon West Homeless Youth Center provides youth and young people with opportunities to improve their education and employment opportunities by participating in adult education, vocational training, or secondary education. Young people are encouraged to participate in all available employment services including on-the-job training, job shadowing, employment readiness courses, training programs, etc. Through improvement in these areas, a young person can improve their ability to achieve housing stability.

The city is an active member of the Southern Nevada Homelessness (SNH) CoC Board and is involved in the regional strategic planning efforts to reduce chronic homelessness. The SNH CoC Board adopted the HELP HOPE HOME Plan that provides guidance for regional planning efforts and reports progress toward regionally established goals. The plan defines core strategies and details an implementation schedule to reduce homelessness. Those strategies and their objectives, along with the activities that support them, form our local agenda to reduce homelessness in Southern Nevada. The Courtyard Homeless Resource Center also assists a wide variety of homeless persons through case management, referrals to service agencies, and transitioning to permanent housing and independent living.

The city's Flexible Housing Program provides transitional housing for homeless individuals and families. The program provides intensive case management to program participants to help them end their homelessness and transition to permanent housing and to gain life skills to help them avoid becoming homeless again.

Patients staying at the RCC also receive intensive case management to assist them with removing their barriers to housing and to identify an appropriate housing placement to transition into at the end of their stay.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Homeless prevention services and programs will be carried in partnership with the following agencies through CDBG funding: Nevada Partnership for Homeless Youth works closely with the Clark County Department of Family Services and the Las Vegas Metropolitan Police Department's Missing Persons Unit to ensure that youth are safe and receive proper placements and services. The NPHY Case Management Team assesses youths' needs to connect clients to appropriate resources, such as family reunification services, emergency shelter, counseling, and housing. Youth receiving further services from NPHY also receive intensive strengths-based case management, including life skills training, goal-setting and education, and employment counseling; along with immediate needs resources such as food,

hygiene supplies, clothing, transportation assistance, and help to secure identification documents.

NPHY has formal MOU's with HELP of Southern Nevada, WestCare, Family Promise, Southern Nevada Adult Mental Health Services, TrueCare Treatment Centers, Nevada Health Centers, and the Clark County Department of Family Services to connect youth to housing, medical, and mental health care, and other essential services. NPHY is also under contract with the Clark County Department of Juvenile Justice's juvenile assessment center, The Harbor, to provide assessments, case management, and connections to shelter and additional supportive services for homeless youth interacting with law enforcement and/or the juvenile justice system. Moreover, in late 2018, NPHY also began a new partnership with Clark County Social Service and HELP of Southern Nevada to join together to create a new collaborative youth-focused street outreach team to bring more robust services to youth on the streets, including spreading the word about the Safe Place program.

The City of Las Vegas is keenly aware of the complexity of homelessness, at-risk homeless, and the limited access to services they and very low, low, and moderate-income families may encounter. Hence, with the overarching mission to reduce homelessness, it is imperative that self-sufficiency, vocational training, educational development, nutritional needs, senior advocacy, and the ill are connected to community resources that stabilize their conditions. Several of the agencies the City has and will continue to partner with providing intensive case management, independent living skills, job search assistance, development of a responsible plan for families that helps homeless families with children return to sustainable housing, financial management, job placement, utility assistance, and much more. All of these special services feed into the mission of reducing homelessness and promoting self-sufficiency.

Acquiring stable housing can help people experiencing homelessness better address their medical issues, but access to medical care during their period of homelessness is a major concern in the city of Las Vegas. To address barriers to health care, the city of Las Vegas aims to improve access to health care services and hygiene products, collaborate with stakeholders in the health, social services, and emergency services departments, and create programs for tailored services.

The city works with the multijurisdictional Continuum of Care team to implement a strategic and comprehensive response to the challenges of those with medical and behavioral health impairments in our community. This coalition comprises government agencies, the housing authority, Workforce Connections, law enforcement, faith-based organizations, business owners, social service providers, mental health agencies, hospitals, fire and rescue, and homeless advocates.

Discussion

The City of Las Vegas will continue to participate in Regional Homeless Coordination efforts to reduce homelessness and address the needs of homeless individuals and families. The City prioritizes assistance for homeless street outreach services and will award ESG funds accordingly. The City will continue to engage with the Southern Nevada CoC various working groups.

AP-70 HOPWA Goals– 91.220 (l)(3)

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	25
Tenant-based rental assistance	110
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	39
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	54
Total	228

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City partnered with unincorporated Clark County, City of North Las Vegas, and the City of Henderson to assess fair housing barriers in Southern Nevada, as identified in the Regional Analysis of Impediments completed in 2020. The City continues its partnership with Silver State Fair Housing Council to address fair housing barriers and provide fair housing resources to City of Las Vegas residents. Silver State is funded by the City of Las Vegas to provide free fair housing training courses for the general public, real estate/property management, City of Las Vegas employees, and City of Las Vegas grant subrecipients.

The City of Las Vegas is also in partnership with various community partners, such as Nevada Partners and Homie, to launch a Black Home Ownership Campaign. The goal is to close the Black homeownership gap in Southern Nevada by making homeownership equitable and more accessible families in marginalized, high-need communities such as the Historic West Side.

The City also provides HOPWA funds for programs to assist low-income households with rent and utility assistance for person living with HIV/AIDS and their families, as well as homeowner rehabilitation

services through CDBG funds.

There are many barriers to affordable access and development of Affordable Housing in Las

Vegas, including;

Costs:

- Rising costs of land
- Rising costs of housing construction
- Impact fees
- Stringent building codes
- Permitting process costly
- Rehabilitation of substandard units
- Checkerboard land ownership impedes land assembly
- Low appraisals in low-income areas inhibit financing
- Antiquated infrastructure
- Demolition costs to developer
- Need for better access to predevelopment funds

Not In My Backyard (NIMBY):

- Government NIMBYism
- Public NIMBYism
- Gentrification
- Incorporation of built-out communities
- Accessibility issues

Government Support:

- Need for affordable housing champions at all levels of government
- Support for comprehensive plans' housing elements is needed
- Financing programs to address most needy
- Rental affordable housing low funding priority

Urban Design/ Planning Barriers:

- New development predominately in suburbs

- Jobs far from affordable housing
- Infrastructure deficiencies
- Auto-dependence in housing development
- Insistence on low-density single-family development

Social issues:

- Reduced funding for mentally ill
- Funding for human services
- Homelessness

Economic factors:

- Housing costs rising faster than incomes
- Economic disparity
- Gap between education/job preparation and workplace needs
- Abundance of low wage jobs

Demographics:

- Rising poverty levels

Preservation:

- Affordable housing term limits expiring
- Rehabilitation of substandard units
- Gentrification

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City partnered with unincorporated Clark County, the City of North Las Vegas, and the City of Henderson to assess fair housing barriers in Southern Nevada, as identified in the Regional Analysis of Impediments completed in 2020. The City continues its partnership with Silver State Fair Housing Council to address fair housing barriers and provide fair housing resources to City of Las Vegas residents. Silver State is funded by the City of Las Vegas to provide free fair housing training courses for the general public, real estate/property management, City of Las Vegas employees, and City of Las Vegas

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The City also provides HOPWA funds for programs to assist low-income households with rent and utility assistance for persons living with HIV/AIDS and their families, as well as homeowner rehabilitation services through CDBG funds.

Discussion:

The City will continue its partnership with unincorporated Clark County, the City of North Las Vegas, and the City of Henderson to conduct a planning process of the Assessment of Fair Housing. The City also provides both ESG & HOPWA funds for programs to assist low-income households with rent and homeowner rehabilitation services

The City also provides both ESG & HOPWA funds for programs to assist low-income households with rent and homeowner rehabilitation services.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the other actions the City of Las Vegas will take to address the needs of low income residents, reduce lead-based paint hazards and develop institutional structure and enhance coordination to maintain affordable housing.

Actions planned to address obstacles to meeting underserved needs

Through community partnerships, the City will utilize its funding to support the following agencies and programs that address obstacles to meeting underserved needs: Senior hunger is a glaring problem across the United States; in the state of Nevada alone, a 2017 survey reported that 29% of low-income seniors go hungry once a month. Catholic Charities of Southern Nevada's Meals on Wheels (MOW) program is to help seniors who are home-bound and/or who have low-to-moderate income achieve wellness and self-sufficiency. This is accomplished by delivering seven frozen meals weekly, and fresh fruit and milk, when available, at no cost to these seniors. The meals and wellness checks help home-bound seniors in remaining self-sufficient and living independently in their own homes.

Foster Kinships Navigator Program empowers kinship caregivers to ensure a safe home for children by providing immediate basic needs assistance. They help caregivers provide the most permanent home for children by providing legal guidance and financial stability. Finally, they ensure that kinship caregivers can provide the most nurturing home for children through education, family events, and support groups. 24,750 children are in kinship care in Clark County- living with a relative or close family friend with no parent present in the home. The majority of these children are in private kinship care, which means the family member stepped in before the child welfare agency ever needed to become involved. When kinship caregivers contact Foster Kinship, they have usually just assumed primary parenting duties due to the biological parent's absence, death, drug/alcohol abuse, or incarceration. In these cases, kinship caregivers lack any support they need to ease the financial, psychological, and emotional burden of learning (or re-learning) how to parent.

The City of Las Vegas will continue to engage in the regional dialogue with the Southern Nevada Homelessness CoC, neighboring communities, and service providers to identify and address underserved needs. The SNH CoC is responsible for the implementation and evaluation of the HELP HOPE HOME plan to reduce homelessness. The City of Las Vegas has its own Homelessness Advisory Committee whose mission is to connect street homeless in the urban core to housing and services that improvise safety, health and wellness.

The City is also operating The Courtyard 24 hours a day, 7 days a week which fills many major services gaps, such as homeless services, housing assistance, medical and mental health, and employment and benefits assistance. The City will continue providing the Ticket to Home and homeless outreach

program.

The City is also operating The Courtyard 24 hours a day, 7 days a week, and fills many major service gaps such as homeless services, housing assistance, medical and mental health, and employment and benefit assistance. The City continues providing the Ticket to Home program to reunite homeless individuals with friends and family. The city's homeless outreach program will expand to better assist the underserved population. The city's Flexible Housing Program will continue to assist guests in achieving individual housing, financial, and employment sustainability.

Actions planned to foster and maintain affordable housing

The shortage of affordable and low-income housing in Las Vegas remains one of the major obstacles to ending homelessness in our community. The City of Las Vegas Strategic Plan to address the housing crisis facing thousands in the city of Las Vegas includes goals to preserve the existing housing supply, increase housing opportunities, and build supportive services.

Currently, the City is considering several future projects that will provide the rehabilitation units and the construction of new units of affordable housing throughout the City. The City is working diligently to expand its pool of available Community Housing Development Organizations and is working to identify other projects that will expand and maintain the affordable housing stock in the City of Las Vegas.

A CDBG housing rehabilitation program will aim to preserve and/or stabilize the city's housing stock that is affordable to low and moderate-income persons and to provide safe, decent, and sanitary housing to the residents who do not have the financial means to make repairs to their own dwellings. The city also hopes to improve the general aesthetics and attractiveness of the housing stock and to assist in the promotion and attraction of economic and community development opportunities to the area.

Rebuilding Together Southern Nevada's housing rehabilitation programs will aim to preserve and stabilize the city's housing stock that is affordable to low and moderate-income persons and to provide safe, decent and sanitary housing to the residents who do not have the financial means to make repairs to their own dwellings. The city also hopes to improve the general aesthetics and attractiveness of the housing stock and to assist in the promotion and attraction of economic and community development opportunities to the area.

The City continues to monitor and ensure HOME-funded projects maintain rent affordability for all HOME-assisted units for the duration of a property's affordability period.

Also, the City continues to contract with Silver State Fair Housing Council to assist with fair housing education and outreach to housing providers and the community as a whole. Silver State will provide resources to residents, provide training for social service providers, and work individually with clients

who may encounter inadequate housing, illness, or disability.

Actions planned to reduce lead-based paint hazards

The lead–based paint program ended January 15, 2021. There are no future activities planned at this time

Actions planned to reduce the number of poverty-level families

Partnerships with the following agencies with CDBG funding extend the City's community support in reducing the number of poverty-level families: Goodwill's Mobile Career Coach Program assists victims of domestic violence with providing Career Coaching services, job training, supportive services, and job placements into livable wage jobs. Goodwill collaborates with local shelters to provide a dedicated workspace where the Coach can conduct work-ready workshops and provide one-on-one appointments. In addition to the Mobile Career Coach program, battered spouses can also seek services at Goodwill's Rainbow Career Center, providing multiple points of entry for job seekers. Supportive services & training provides a battered spouse seeking financial independence the tools they need. The program provides direct client services but also training that leads to an industry-recognized credential, and supportive services to remove the barriers to training and employment.

Clark County Public Education Foundation's The Family Learning Program (FLP) is driven by research that demonstrates parents and caretakers have the greatest influence on the academic trajectories of their children, and that strong parent-child and parent-school relationships are catalytic to educational progress — particularly for families who are underserved and from diverse backgrounds. The FLP aims to minimize the opportunity gap by enabling parents and teachers to break down barriers and build communicative partnerships that work together in support of optimizing student performance.

After families participate in a Clark County Public Education Foundation's 16-week cohort program, it's expected they will; use age-appropriate materials and tools in the home and community to ensure their child successfully meets important developmental transitions. They will also be able to successfully navigate the school district system to ensure their child's needs are met, understand the key elements of a high-performing school and be able to identify what those qualities look like in action. The program provides a personalized workforce development plan that provides a roadmap to achieve self-identified professional and post-secondary education goals and utilizes tools from another programming such as financial literacy and English language classes.

Efforts to address poverty in the City of Las Vegas area also include the funding of educational opportunities, employment training, and other programs that assist low and moderate-income families in achieving economic independence and self-sufficiency. The City has allocated ESG and HOPWA funding to reduce the number of poverty-level families and anti-poverty activities including but not limited to street outreach services, housing, supportive services, and case management to address the

issues that are preventing families from moving towards independence.

The city of Las Vegas will assist homeless clients with achieving an established income, including providing educational and job resources, increasing access to transportation, and more. The city will increase access to workforce and educational opportunities for people at risk of or experiencing homelessness. The major goal is to expand workforce development initiatives and job training for individuals to achieve self-sufficiency through a living wage. The objective is to link individuals with all available mainstream programs and services to increase financial sustainability and reduce vulnerability to homelessness.

Actions planned to develop institutional structure

The City of Las Vegas, Clark County, Henderson, North Las Vegas, Boulder City, and Mesquite continue to meet on a bimonthly basis to discuss issues relating to ESG. The meetings continue to include the SNRHA and State of Nevada Housing Division staff. The discussions range from questions relating to joint projects, to the coordination of grant application cycles. All jurisdictions' participation in the Consortium meetings allows for an assessment of the regional impact of housing and community development policies. The RTC, along with the City of Las Vegas and Clark County will conduct the plan to help deliver equitable TOD along Maryland Parkway, and provide a model for the region. HCP Consortium members will continue to work with the board of the Southern Nevada Homelessness Continuum of Care on the implementation of all of its initiatives including, but not limited to, Coordinated Entry and HMIS. HCP Consortium members have been active with the board in the development of projects and policies that strengthen a structure of cooperation and collaboration.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's actions to enhance coordination between public and private housing and social service agencies include partnerships with the following agencies: Family Promise of Las Vegas's Family Housing and Stabilization program seeks to prevent families from being evicted from their place of residence. Family Promise will work closely with each family, as well as the family's current landlord to provide emergency rental assistance and promote open communication to help keep the family housed during the eviction crisis.

Foster Kinship reveals that most of the private kinship families who approach Foster Kinship for housing assistance do not qualify for traditional housing support programs in Clark County, because they are not yet homeless. However, these families are very much at risk. Based on these documented needs and the clear cost-benefit of supporting families outside the foster care system, the expansion of the Navigator Services will include housing stability, which includes emergency rental payments

directly to the landlord in order to keep the family housed and intact while our case management services address the systemic barriers to long term stability.

In addition, the City of Las Vegas will continue to be an active member of the Southern Nevada Homelessness Continuum of Care, whose primary responsibility is the overall planning effort for the SNH CoC on homeless issues, and the Southern Nevada Consortium Meetings. These collaborative groups bring together local government jurisdictions along with the Regional Transportation Commission, the Clark County School District, the Metropolitan Police Department, Southern Nevada Adult Mental Health Services, and the Southern Nevada Regional Housing Authority, among others. Coordination with non-profit service providers and among governments takes place consistently through meetings held in the community to work together on grant applications for funding, the Emergency Food and Shelter Program, and the State of Nevada Housing Advisory Committee. The City will continue to be an active member of these meetings and committees.

The city will continue coordinating the Homeless Advisory Committee in efforts to bring together local social service agencies, business providers, and local governments to discuss initiatives on homelessness and stakeholder concerns.

Discussion:

In addition to the actions outlined above, the City will also participate in various housing roundtables at local, state and federal levels to explore and address impediments to affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City will not use any forms of investment beyond those identified in 92.205

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City's homebuyer program activity only uses recapture provisions of 24 CFR 92.254 (a)(4)(ii). It is believed this approach is the closest to normal market approaches to financing, the easiest for borrowers to understand, enable the deed restriction requirements of the alternative option to be avoided (which we believe constitutes a barrier to private financing participation), and better enables HOME funds to be marketed in coordination with other private lendings. The recapture approach essentially results in the ongoing commitment to maintaining a homeownership program because of regulatory requirements concerning the reuse of recaptured HOME funds for homebuyer assistance activity has been the City's goal and is in keeping with the basic HOME Program Descriptions.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City utilizes recapture revisions to recoup all or a portion of the direct HOME subsidy to ensure the unit or units remain affordable. These requirements are detailed in the City's HOME program Manual and included as conditions in HOME funding agreements.

   All guidelines and requirements that address resale or recapture, as required in 92.254 of the HOME rule, are outlined in the City of Las Vegas' HOME Program Manual

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City of Las Vegas has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   See attachment in IDIS

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   Service providers who receive Department of Housing and Urban Development (HUND) funding

through the Southern Nevada Continuum of Care and ESG through the CLV are required to participate in the Coordinated Intake (CI) process. Homeless individuals are assessed using the Community Housing Assessment Tool (CHAT) during intake. CHAT is a standard assessment that evaluates the household's situation and identifies types of housing intervention to address the situation. Households are assigned a vulnerability score based on the CHAT and placed in the community queue of eligible households in ranked order. Community programs with housing availability retrieve households from the list in the community queue. There are two major hubs for the intake process: Clark County Social Services, and also for homeless single veterans, the Veterans Administration Administrative Community Resource & Referral Center (CRCC).

Client re-assessment takes place at the participant level and at the service provider level. Clients meet with case managers throughout their participation in the program and have regular progress evaluations.

Clients assisted with ESG funds are to be entered into HMIS during client intake and the agency must maintain a minimum HMIS data quality of 90%. Agencies that solely provide emergency shelter to victims of domestic violence, stalking, sexual abuse, and trafficking are exempt. In those cases, a comparable database is used that protects the identity and safety of clients.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City uses an ESG Street Outreach Recommending Board compromised of Las Vegas Metropolitan Police Department, CLV Homeless Courtyard and City of Las Vegas Marshall staff. The board members represent the professional concerns and opinion of the community in advising the City of Las Vegas on the allocation of ESG and other federal funds. With the assistance of the Office of Community Services staff, the board reviews applications, applicants, and make recommendations for based on their perception of the community's needs. Applications are reviewed by staff for eligibility and completeness prior to review by the board. The board uses a review process that includes a careful evaluation of each eligible applicant proposal within the context of program design and against program criteria and current objective, both nationally and those outlined in the City of Las Vegas' Consolidated Plan. The board project recommendations are presented to the Las Vegas City Council, a Public Hearing is held before the Las Vegas City Council and afterwards, a final selection of projects for application submission to HUD.

Planning activities follow the same steps each year although the timing may vary. These steps are:

1. Identification of community development issues, needs, and concerns through community meetings and citizen input;
2. Formulation of community development goals and preliminary strategies, i.e. staff and citizens;
3. Dissemination of Grant Funds information to agencies and individuals
4. Submission of Project applications; and
5. Project Selection:

    i. Review of project applications by review committee and CDRB

    ii. Present recommendations of CDRB to the Las Vegas City Council

    iii. Public Hearing before the Las Vegas City Council and final selection of projects for application submission to HUD

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The City of Las Vegas participates in quarterly Consortium meetings where local jurisdictions confer on issues related to the Consolidated Plan and community trends, and issues surrounding regional homelessness. The City is also part of the Southern Nevada Homelessness CoC, which has a process in place for regional collaboration on homeless issues which includes discussion related to ESG funding, while respecting each the individual political jurisdiction. The City of Las Vegas will continue to provide a forum for citizens to contribute information, ideas, and input on service ideas and strategies on how residents can benefit from existing grant programs and services.

5. Describe performance standards for evaluating ESG.

   The City evaluates the success of ESG programs by reviewing regional performance standards established by the SNH CoC which are captured and reported in the Southern Nevada Homeless Management Information System (HMIS). These reports are regularly recorded and entered as real-time data and all reports are unique to homeless goals and objectives. Sub recipients are required to submit regular reports which are reviewed by staff. These reports are used to ensure ESG compliance with regulations and local written standards as well as confirming that program goals are being met.

   ESG programs are also subjected to “on-site monitoring.” The SNH CoC has hired an External Monitoring Group to monitor the SNH CoC programs as well as ESG programs. This group has participated in over 30 federal grant evaluation designs, evaluation projects, and implementation of evaluation plans and evaluation of federally-funded agencies. The basis for monitoring is to address findings and provides recommendations for program improvements.

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
12

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

SUBJECT:
For possible action to approve an allocation of $2,166,457 in FY2021-2022 Housing Opportunities for Persons with AIDS (HOPWA) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to benefit low-income persons living with HIV/AIDS and their families - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $2,166,457
Funding Source: HUD-HOPWA
Dept./Division: Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $2,166,457 of United States Department of Housing and Urban Development (HUD) HOPWA Funds for FY2021-2022 to support housing, programs, and services for the HIV/AIDS community. The City of Las Vegas will comply with all HUD-required policies and guidelines in the administration of the funds.

RECOMMENDATION:
Staff recommends approval of the HOPWA allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. The Director of the Office of Community Services is authorized to award unallocated funds and reprogram funds that are recaptured

BACKUP DOCUMENTATION:
1. Summary of Total CDRB Recommended HOPWA Allocations

SUMMARY OF TOTAL CDRB RECOMMENDED HOPWA ALLOCATIONS

Access to Healthcare Network, Inc: Ryan White	$340,000
Aid for AIDS of Nevada: AFAN Housing Project	$160,000
Aid for AIDS of Nevada: TBRA II Program	$147,643
Chicanos Por La Causa	$104,246
Golden Rainbow of Nevada, Inc.: HIV Housing & Supportive Services	$55,000
Horizon Ridge Wellness Center, Inc	$150,000
Women's Development Center – Homeless Prevention	$500,000
Total HOPWA Funds Recommended by CDRB	**$1,456,889**
HOPWA Administration (3%)	$64,994
Future HOPWA Projects	$644,574
Total HOPWA Funds	**$2,166,457**

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve an allocation of $2,287,072 in FY2021-2022 Home Investment Partnerships Program (HOME) funds by the United States Department of Housing and Urban Development (HUD), and estimated allocations of $857,760 in Account for Affordable Housing Trust Fund (AAHTF), and $371,138 in State HOME funds by the State of Nevada to the City of Las Vegas to build affordable housing - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $3,515,970
Funding Source: HUD- Federal HOME, State HOME & AAHTF
Dept./Division: Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates receiving $2,287,072 in FY2021-2022 federal HOME funds. In addition, the City of Las Vegas anticipates receiving its annual allocation of HOME and AAHTF funds from the Nevada Housing Division as follows, $371,138 in State HOME funds and $857,760 in State AAHTF funds. Total funds available to create, improve, and preserve affordable housing is $3,515,970. The City of Las Vegas will comply with all HUD and State required policies and guidelines in the administration of the funds. Should there be an increase or decrease in funding amounts, awards shall be changed proportionately.

RECOMMENDATION:
Staff recommends approval of the HUD-HOME, State HOME and AAHTF allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. The Director of the Office of Community Services is authorized to award unallocated funds and reprogram funds that are recaptured.

BACKUP DOCUMENTATION:
1. Summary of Total HUD-HOME, State HOME and AAHTF Allocations

SUMMARY OF TOTAL HUD-HOME, State HOME AND AAHTF FUNDS ALLOCATIONS

HUD-HOME, State HOME, and AAHTF Funds Available for Future Affordable Housing Projects	$3,515,970
Total HUD-HOME, State HOME and AAHTF Funds available	$3,515,970

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve an allocation of $446,850 in FY2021-2022 Emergency Solutions Grant (ESG) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) for homeless prevention and outreach - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $446,850
Funding Source: HUD-ESG
Dept./Division: Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $446,850 of United States Department of Housing and Urban Development (HUD) ESG Funds for FY2021-2022 to support homeless programs and services. The City of Las Vegas will comply with all HUD-required policies and guidelines in the administration of the funds.

RECOMMENDATION:
Staff recommends approval of the ESG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. The Director of the Office of Community Services is authorized to award unallocated funds and reprogram unspent funds in the event that funds are recaptured.

BACKUP DOCUMENTATION:
1. Summary of Total ESG Allocations

SUMMARY OF TOTAL ESG ALLOCATIONS

Salvation Army: Downtown Homeless Outreach	$117,866
Westcare: Downtown Homeless Outreach	$117,866
Total ESG Funds Recommended by CDRB	**$235,732**
ESG Administration (7.5%)	$33,514
Future ESG Projects	$177,604
Total ESG Funds	**$446,850**

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve an allocation of $5,295,388 in FY2021-2022 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) for projects, programs, and services that benefit eligible individuals and families - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $5,295,388
Funding Source: HUD-CDBG
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The CDBG program provides annual grants on a formula basis to states, cities and counties to develop viable urban communities, provide decent affordable housing, maintain suitable living environments, and expand economic opportunities for low and moderate-income residents. The City of Las Vegas anticipates utilizing $5,295,388 of its United States Department of Housing and Urban Development (HUD) FY2021-2022 CDBG allocation to fund public services and community development activities. The City of Las Vegas will comply with all HUD-required policies and guidelines in the administration of the funds.

RECOMMENDATION:
Staff recommends approval of the CDBG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. The Director of the Office of Community Services is authorized to award unallocated funds and reprogram funds that are recaptured.

BACKUP DOCUMENTATION:
1. Summary of Total CDRB Recommended CDBG Allocations

SUMMARY OF TOTAL CDRB RECOMMENDED CDBG ALLOCATIONS

Organization Name	Category	Award
Family Promise of Las Vegas	Homeless	$50,000
HELP of Southern Nevada	Homeless	$80,000
Nevada Partnership for Homeless Youth	Homeless	$54,500
Salvation Army	Homeless	$100,147
Catholic Charities	Seniors	$50,000
Jewish Family Service Agency	Seniors	$50,000
Foster Kinship	Special Needs	$50,000
Goodwill Industries of Southern Nevada	Special Needs	$50,000
Clark County Public Education Foundation, DBA The Public Education Foundation	Special Needs	$50,000
Grant a Gift Autism Foundation	Youth	$91,282
YMCA of Southern Nevada	Youth	$95,353

Total CDBG Funds Recommended by CDRB	$721,282
Future CDBG Public Services Projects	$73,026
Courtyard Bond Payment	$1,146,750
Ward 3 Health and Wellness Center	$1,500,000
Future Projects	$795,252
CDBG Administration and Fair Housing (20%)	$1,059,078
Total CDBG Funds	**$5,295,388**

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve a First Amendment to Exclusive Negotiation Agreement (ENA) between the City of Las Vegas (City) and G2 Capital Devco, LLC dba G2 Capital Development (Developer) to extend the term to expire on September 15, 2021 - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City approved the ENA on December 16, 2020 to allow the Developer a ninety day feasibility period with one sixty day extension, expiring May 15, 2021. The First Amendment to ENA extends the term of the Agreement through September 15, 2021 to further define the terms of the Disposition and Development Agreement (DDA) with the City.

RECOMMENDATION:
Approval

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

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (this "Amendment") is entered into as of the 5th day of May, 2021 by and between CITY OF LAS VEGAS, a Nevada municipal corporation ("City"), and G2 Capital Devco, LLC dba G2 Capital Development, a Nevada Limited Liability Company ("Developer"). City and Developer may be referred to herein singularly as a "party" and collectively as the "parties".

WHEREAS:

A. Developer and City have entered into that certain Exclusive Negotiation Agreement dated December 16, 2020 (the "ENA").

B. The Parties mutually desire to enter into this Amendment in order to extend the Term of the ENA.

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

1. Term. The parties hereby mutually agree that the Term (as defined in the ENA) is hereby extended to and shall expire on September 15, 2021.

2. Effect. Except as provided in this Amendment, the ENA remains in full force and effect in all respects. In the event of any conflict between the terms of this Amendment and the ENA, this Amendment shall govern and control.

3. Counterpart Signatures; Facsimile or Email Transmission. This Amendment 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 Amendment may be accomplished by facsimile or email transmission of this Amendment to the other party. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

Remainder of Page Left Blank

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

CITY:

CITY OF LAS VEGAS,
a Nevada municipal corporation

By _____
Carolyn G. Goodman, Mayor

DEVELOPER:

G2 Capital Devco, LLC, a Nevada limited liability company

By _____
Frank J. Marretti III
Manager

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____ 4-13-21
Date

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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 G2 Capital Devco, LLC
Address 4700 S. Maryland Pkwy.
Suite 150, Las Vegas, NV 89119
Telephone 702-242-4211
EIN or DUNS 46-4057737

Block 2 **Description** First Amendment to Exclusive Negotiation Agreement

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.	Franko J Marretti III, Manager	4700 S. Maryland Pkwy., Suite 150, Las Vegas, NV 89119	702-242-4211
2.			
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: 0.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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 Franko J. Marretti III

Date 4-13-2021

Subscribed and sworn to before me this 13 day of April, 2021 by Franko Jiovonni Marretti, III.

Notary Public

BRITNI HAIN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 08-8347-1
MY APPT. EXPIRES APRIL 24, 2023

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve award of Contract No. 210020-SK, Annual Requirements Contract for Inmate Foodservice, located at 3200 Stewart Avenue - Department of Public Safety - Award recommended to: TRINITY SERVICES GROUP, INC. (Not-to-Exceed $1,560,000 Annually/Total Contract Amount Not-to-Exceed $7,800,000 - General Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $1,560,000 Annually/Total Contract Amount Not-to-Exceed $7,800,000
Funding Source: General Fund
Dept./Division: Public Safety

PURPOSE/BACKGROUND:
This contract provides for inmate and staff food services at the City's detention center. The not-to exceed amount is based on the Average Daily Population (ADP) history of the past three years (2017-2020). Trinity Services Group, Inc. was selected through a competitive Request for Proposals solicitation process. Trinity Services Group, Inc. is located in Oldsmar, Florida.

RECOMMENDATION:
Approve as recommended from the award date through April 30, 2022 with four (4) one-year options to renew, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 210020-SK

ANNUAL REQUIREMENTS CONTRACT FOR GENERAL SERVICES
210020-SK INMATE FOODSERVICE

THIS Annual Requirements Contract for General Services is being entered into this _____ day of _____, 2021 by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Trinity Services Group, Inc. (the "Company"), a corporation organized and existing under the laws of the State of Florida.

SECTION A – CONTRACT OVERVIEW

A-1 Summary of Contract [CAO - 08/22/2019]

(a) This Contract sets forth the terms and conditions for ordering and performance of the Services described herein, and the execution hereof by the parties hereto forms a legally binding contract. The City may order, and the Company is obligated to perform, the Services in accordance with the terms and conditions of this Contract. This is a non-exclusive contract.

(b) This Contract covers the City's estimated need for the Services on an annual basis. At the time of execution of this Contract, precise service levels cannot be fixed but will vary based on the City's annual needs, and the Contract is therefore based on the City's past annual usages. Notwithstanding the execution of this Contract, the City is under no obligation to order or maintain any minimum or maximum level of service under this Contract.

(c)

Contract Synopsis The services to be procured are more fully defined in Section C	The Company shall provide Food Services for Inmates and individuals located at the City's Department of Public Safety Culinary Unit Facility. Organize, conduct and be responsible for a complete food services system and perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, will furnish all transportation, materials, equipment, tools, labor, supplies or incidentals necessary to provide the services in the best possible and most expeditious manner.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** One Year from Date of Award.	**Option Periods** Four (4) one-year periods
Contract Type	The contract type is Annual Requirements For General Services.		
Contract Amount	$1,560,000 per year	Annual Not to Exceed Amount	

(d)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A - Scope of Work, including any Addenda
Exhibit B – Technical Specifications
Exhibit C - ACA Standards Related To Food Service/Culinary
Exhibit D - Master Inventory Of Food Service Equipment
Exhibit E – Supplier Response
Exhibit F – Pricing
Exhibit G – Sample Bond Form

(e)

City Representative: All routine Company inquiries should be directed to the person identified by the City on the Purchase Order per Section D-5			
Company Representative Per Section D-5	**Name** Kelley Kichenmaster	**Phone** 775-221-6085	**Email** Kelley.Kichenmaster@trinityservicesgroup.com

(f)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Rich Kismer Director/Senior Counsel	**Address** 1260 Andes Blvd., St. Louis, MO 63132	**Email** rkismer@tkcholdings.com

A-2 Performance Period [CAO - 08/22/2019]

(a) The City may place orders against this Contract from the Award Date through and including the Expiration Date, unless extended in writing.

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

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

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

SECTION B – DEFINITIONS

B-1 Definitions [CAO - 01/20/2016]

The following definitions apply to this Contract:

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

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

(e) **Prompt Payment Discount:** The price discount offered by the Company which applies to the purchase price of the Services if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.

(f) **Purchase Order (or P.O.):** The administrative document issued by the City to facilitate the ordering of and payment for the Services purchased pursuant to this Contract.

(g) **Services:** The work to be performed by the Company, which is listed or described in Section C, “Statement of Work” and “Exhibit B – Supplier Response”, attached hereto.

SECTION C – STATEMENT OF WORK

C-1 Services will be provided in accordance with the Scope of Work as set forth in "Exhibit A", attached hereto.

SECTION D - SPECIAL CONDITIONS

D-1 Pricing and Payment [CAO-4/2020]

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

(b) The City will pay the Company in accordance with the pricing set forth in “Exhibit F” to this Contract.

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

D-2 Pricing Revisions [CAO-4/2020]R

(a) For the initial term of this Contract, pricing shall remain fixed. After the initial term of this Contract, pricing for the Services may be revised due to fluctuations in the cost of doing business incurred by the Company as set forth below:

(i) If a decrease occurs, the City shall receive the benefit of this change with a corresponding decrease in pricing to the City. If an increase occurs in the cost of doing business, the Company may request one (1) price escalation annually provided written justification is submitted to the City at least thirty (30) calendar days before the anniversary date of the Contract. The Company shall provide any supporting documentation requested by the City. The City shall, in its sole discretion, determine if the price revision is justified for any subsequent annual renewal option year or extension that may be exercised by the City.

(ii) Only recognized economic indices (such as the Bureau of Labor Statistics, Food away from home in West - Size Class A, all urban consumers, not seasonally adjusted, CUURA400SEFV,CUUSA400SEFV) or 4%, whichever is lower, will be used in determining approval of any proposed price revision.

(iii) Only after the successful completion of the first year of the Contract’s term, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any “living wage”, “prevailing wage” or similar laws by any governmental entity; and/or an increase in employee benefits as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate, the Company may request from the City a reasonable adjustment to the meal prices to reflect said increases. If the parties are unable to agree to a reasonable adjustment to the meal prices to reflect said increases, then Company shall have the right to terminate this Contract, and such termination shall be effective one hundred twenty (120) days after written notice is provided to the City.

(b) 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 Company fails to submit a timely request, or fails to provide adequate documentation in support thereof.

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

(e) If the parties hereto fail to agree on an annual renewal option pricing revision pursuant to D-2(a)(i) after thirty (30) calendar days as permitted herein, either party may terminate this Contract after 120 calendar days written notice to the other party in accordance with Section E-1, “Legal Notice”.

(f) During any 120-day cancellation notice period stated hereinabove, any invoice shall be paid on the basis of the pricing in effect, and not on the requested increased pricing by Company.

D-3 Invoices [CAO-4/2020]R

(a) The Company shall timely submit a detailed invoice to the City monthly, for Services performed and accepted. Each invoice shall contain the following information:

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

(ii) the Purchase Order number;

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

(iv) the performance dates covered by the invoice.

(v) a breakdown of the types and quantities of meals served.

(a) 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:

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

(b) A duplicate copy of the invoice is to be sent to the City's designated representative at DPS.

(c) Intentionally Omitted.

(d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. 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 Performance Requirements [CAO - 08/22/2019]

(a) Service Coordination. The Company shall provide the City with twenty-four (24) hour notice prior to performance of the Services. All performance of Services must be coordinated with Lt. Cesar Landrove at 702-229-6177. The City reserves the right to refuse service if advance notice is not given.

(b) Performance Schedule. The Company shall commence performance under the Contract no later than thirty (30) calendar days after the Award Date or Notice to Proceed. Failure to meet the performance time specified shall constitute a breach of contract.

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

D-5 City/Company Representative [CAO - 08/22/2019]

(a) The City designates Lt. Cesar Landrove as the Project Manager for this Contract. 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 Representative for this Contract is named in Section A-1 (e). The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contact until written notice to the City is provided by the Company of any change in the person acting in this capacity.

D-6 Insurance [CAO-4/2020]

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

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

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

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

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

(c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and the name of the appropriate City division/department for mailing purposes only. 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-7 Performance Bond

1. . The Company shall procure and maintain, at its own expense, during the entire term of the Contract, a performance bond in the amount of one-million dollars ($1,000,000). A renewal of the performance bond shall be required for each extension of the Contract.

2. The Bond may be secured through the usual sources provided that the surety is authorized and licensed to do business in the State of Nevada, with the exception of individual surety bonds, which are not acceptable to the City.

3. The Performance Bond may be written on the form provided by the City such as the sample form in Exhibit G.

4. The Company shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

5. The Performance Bond must be issued by a certified surety listed in the Department of the Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies"), current revision.

6. The Performance Bond must be delivered to the City within ten (10) days after the Award Date and prior to each anniversary date of this Contract. Should the Company fail to provide such bond, the City may, at its option, purchase the bond and deduct the cost thereof from any payment due the Company.

D-8 Warranty [CAO-4/2020]

(a) 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.

This entire Warranty Section will survive termination or expiration of this Contract for any reason.

D-9 Removal of Employees

The City has the right to order the removal of any Company's employee if such action is deemed necessary in the best interest of the City.

D-10 Uniform and identification Badges

Company employees will be required to wear a uniform that is different than the inmates and law enforcement personnel and must easily identify employees as kitchen workers. Identification badges will be provided by the City and must be worn visibly at all times.

D-11 Protection of Keys

Company shall be fully responsible for protection of keys furnished to staff. Food Service areas are to be properly locked upon completion of the work if such action is directed by the City. If the key(s) allotted to Company or its employees, agents and subcontracts become lost or stolen, the City reserves the right to have the locks re-keyed and a sufficient number of keys reissued to the Company at a charge of fifty dollars replacement cost to the Company. This does not include the cost to re-key locks as described above. **Any costs to re-key locks and/or issue new keys shall be deducted from the Company's monthly invoice.**

D-12 Health Insurance Portability and Accountability (HIPPA)

Company agrees to safeguard Inmate's protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. Company shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that Company creates, receives, maintains or transmits on behalf of City in a HIPAA compliant manner. The Company shall have its employees and agent(s) who participate in this Contract sign non-disclosure agreements that comply with the HIPAA requirements. The Company shall flow down a clause similar to this Paragraph in its subcontracts. The Company also agrees not to use or further disclose an Inmate's protected health information other than as permitted or required by this Contract, or as required by law. Company further agrees to use appropriate safeguards to prevent the use or disclosure of such Inmate's protected health information other than as provided for by this Contract.

D-13 Purchase Orders [CAO-4/2020]

(a) A Purchase Order will be issued for the acquisition of the Services, specifying a single scheduled performance or multiple scheduled performances of the Services. Any Purchase Order issued hereunder incorporates the terms and conditions of 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 (f) 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-4/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (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 goods that are comparable to the Services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/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-6, "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-4/2020]

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 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.

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
Manager, Purchasing & Contracts — Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk — Date

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

4/20/2021

Deputy City Attorney — Date

TRINITY SERVICES GROUP, INC.

Dave Miller, Chief Operating Officer — Date

EXHIBIT A – SCOPE OF WORK

A-1 Overview:

The Company will supply all equipment and staff necessary to effectively:

A. Provide Food Services for Inmates and individuals located at the City's Department of Public Safety Culinary Unit Facility. Organize, conduct and be responsible for a complete food services system and perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, will furnish all transportation, materials, equipment, tools, labor, supplies or incidentals necessary to provide the services in the best possible and most expeditious manner.

B. Maintain an open, collaborative relationship with the administration and staff of the Department of Public Safety office.

C. Design, plan, supervise, and conduct a food services system conforming in all applicable respects with the Standards of the Commission on Accreditation for Corrections of the American Correctional Association (ACA) and the Standards for Food Services in Correctional institutions of the American Public Health Association. The Standards of the Commission on Accreditation for Corrections of the American Correctional Association (ACA) and the Standards for Food Services in Correctional Institutions of the American Public Health Association are incorporated herein by reference as though fully set forth herein. Of particular emphasis are standards that have been listed and highlighted in Exhibit C "ACA Standards Related to Food Service/Culinary."

D. Provide and serve the highest quality foods within the ACA standards set forth above ensuring that inmates receive an average of 2800 calories per day.

E. Operate the food service program in a safe and cost-effective manner.

F. Operate the food service program using correction-experienced and professionally trained personnel.

G. Offer a food service program for Department of Public Safety and Contract Medical staff.

A-2 Company's Responsibilities:

1. MINIMUM QUALIFICATIONS

   The Company must have had at least 3 Contracts, similar in size and scope to this RFP within the five (5) years prior to this RFP. All Key Employees and supervisors must have a minimum of three (3) years previous institutional food service supervisory experience and one (1) year of previous supervisory experience in a correctional facility foodservice operation.

2. PERSONNEL

   A. The Company shall hire, supervise, and train, as necessary, appropriate personnel to accomplish the required Food Services. All employees, representatives and agents must pass the standard City of Las Vegas security background investigation in advance of date of hire. The Company will promptly replace any employee who fails such background investigation.

   B. The Company has or will secure, at its own expense, the qualified personnel required to perform the necessary services. Such personnel shall not be employed by the City. The Company shall ensure that the work of all Food Services personnel will be governed by written job descriptions which will be approved by the Food Services Director and the City or Administrator.

   C. Any violations of the law by Company's staff must be reported in writing to City Project Manager within 72 hours of knowledge.

D. The Company shall require all personnel to pass a drug test before being hired as well as submit to periodic drug retesting (random tests to be administered at least once a year). The drug tests will be provided at the Company's expense.

E. All on-site employees must:

1. Have a valid food handlers certificate from the Clark County Health Department. All costs associated with obtaining such certificates shall be borne by the Company.

2. Submit to background checks conducted by the City. The City will retain the right to deny entry to any and all employees of the Company. All on site employees must supply any supporting documentation required by the Project Manager, or designee.

3. Actively participate in ongoing in-service training provided by the Company on safety, sanitation, and food handling as well as ongoing in-service training provided by the City's staff on security (orientation) and fire and safety. Each employee must have 40 hours of training annually for accreditation purposes. The City will provide 10 hours of the 40 hours of training.

F. Food Service Examinations

Company shall prepare and provide written policy and enforce said policy procedure concerning persons working in Food Service areas. Company will be required to medically screen prospective inmate food service workers for contagious diseases within twenty-four (24) hours of request.

1. Employees shall have a required health examination and training classes as provided by the Clark County Health Department

2. Employees are subject to periodic re-examinations conducted in accordance with local requirements regarding restaurant and Food Service employees in the community

3. Employees shall be instructed to wash their hands upon reporting to duty and after using toilet facilities.

G. Minimum Staffing Requirements

1. The Company shall provide the following minimum staff for all shifts. It will be left to the Company's discretion how personnel are scheduled to cover the shifts.

1 Supervisor
1 Cook – Inmate Meals
1 Meal Preparation Employee
1 Cook – Staff Meals

2. The staff dining room (ODR) must be staffed by a minimum of two employees each shift.

H. Food Service Director

The Company shall provide, at their expense, a Food Service Director:

1. A full-time Food Service Director shall be dedicated to and placed in charge of the Food Service program. The Food Service Director shall direct and supervise the actual production in the main kitchens, check the results of the food preparation, be responsible for menu planning and implementation of all menus, be responsible for food cost accounting records and for control of the storeroom. The Food Service Director will be responsible for the entire Food Service operation and will be qualified to oversee diet and operational management and assure compliance.

2. The Food Service Director shall be in charge of all purchasing to assure that all food purchases result in strict conformance to the requirements of this bid. The Food Service Director will also handle arrangements for equipment repair and purchasing of miscellaneous food preparation supplies, cleaning supplies, and purchasing of forms.

3. All Food Service personnel shall be under the direction of the Food Service Director. The Food Services Director shall report to City designated staff and shall meet with that staff person on a weekly basis.

4. The Food Service Director shall survey job requirements in terms of the number of workers and duties to be performed and shall establish, within thirty (30) days of the effective date of this Contract, written job descriptions for all kitchen staff and written kitchen Operating procedures which shall include a staffing chart. The written job descriptions and operating procedures shall be subject to approval of the Project Manager. The Food Service Director or his designee shall meet weekly with the Project Manager to discuss Food Services to inmates.

5. In the event the Food Service Director becomes unable to perform his/her assigned duties due to illness or other leave including, but not limited to, his/her vacation leave, the City shall be notified and a replacement shall be provided in the Food Service Director's absence.

I. Registered Dietician

A registered Dietician shall be retained by the Company, which must be an active member of the American Dietetic Association for the term of the Contract. The Dietician shall have the responsibility for reviewing all menus as per ACA standards for dietary requirements and calorie count. The Dietician will also be responsible for planning, preparation and assistance with therapeutic or other special diets and will be responsible for insuring that said diets meet all standards. The Dietician shall attend monthly consultation with Department of Public Safety's Culinary Unit Facility staff and inmates or as requested by the Project Manager. The Dietician shall submit a quarterly report to the Project Manager detailing his/her activity during each quarter.

J. Inmate Workers

1. The maximum number of inmates the City is obligated to provide is 17 inmates per shift. Inmate labor will be utilized for general sanitation, cleaning and tray line production only; any other utilization must be approved by the Project Manager. INMATES SHALL NOT BE UTILIZED FOR FOOD PREPARATION for City staff. Should the Company violate this condition, the Company will pay the City restitution in the amount of **two hundred fifty dollars ($250)** per occurrence, (based on the cost of a temporary laborer) which will be deducted from the monthly invoice.

2. The Company will be responsible for managing the work assignments of any and all inmates utilized in the culinary kitchen. The designated Department of Public Safety staff shall be responsible for managing all inmate related security issues.

3. The City anticipates that sentenced inmates will be utilized for Food Services between the estimated hours of 1:00 a.m. and 9:00 p.m.

4. In lieu of supplying the Inmate Workers with a 1.5oz candy bar per shift, the parties agree that the Company will provide a credit to the City in the amount of Fifteen Thousand Dollars ($15,000) per contract year. This credit shall be issued on the Company's first food service invoice of each contract year. Provided, however, should the Contract be terminated due to no fault of the Company or expire prior to the full contract year during which the credit was issued, the City shall reimburse the Company the prorated amount of the credit within thirty (30) days of the Contract's expiration or earlier termination.

K. Uniform And Identification Badges

Company's employees will be required to wear a uniform. The color of the uniform must be different than the inmates and law enforcement personnel and must easily identify Company's employees as kitchen workers. Identification badges of a type selected, approved and provided by the City must be worn visibly at all times.

All badges and proximity cards must be returned to the City or Company may be subject to $250 replacement cost for every unreturned badge.

3. REGULAR AND EMERGENCY CONTACT

The Company shall provide a local phone number for regular and emergency contact. The number shall have a 24-hour per day, 7-day-per-week answering service.

A-3 SERVICE STANDARDS, POLICIES AND PROCEDURES

A. STANDARDS

The Company must comply with the following:

1. All applicable standards of the NCCHC Standards for Food Services in Detention Center Facilities (**www.ncchc.org**).

2. All applicable standards for Health Services in Correctional Institutions of the American Public Health Association (**www.apha.org**).

3. All applicable Standards of the Commission on Accreditation for Corrections of the American Correctional Association (**www.aca.org**)

4. When the subject matters of duties and responsibilities are addressed by both Non-Essential Standards of the Commission on Accreditation for Corrections of the American Correctional Association and/or satisfactory compliance requirements of the American Public Health Association, the Company may choose one of the foregoing National Standards.

5. Satisfactory compliance with the requirements of the National Academy of Sciences (www.nationalacademies.org/nas/nashome.nsf) for caloric intake.

6. If the Company fails to maintain the NCCHC and ACA accreditation, the City may make a claim against the Company's Performance Bond in the amount equal to one months fees, which will be deducted from the monthly invoice.

B. POLICIES

1. The Company shall provide and incorporate written policies and procedures in accordance with ACA Standards into a written manual (Food Service Program), and shall adhere to said manual. Said policies and procedures will consider flavor, texture, temperature, appearance and palatability. This manual shall become the property of the City. Each document will bear the date of the most recent review or revision and signature of the reviewer (including new documents).

2. Each policy, procedure and program in the Food Service Program will be reviewed at least annually and revised as necessary by the Company and the Project Manager. Each document will bear the date of the most recent review or revision and signature of the reviewer (including new documents).

C. LICENSING/CERTIFICATION

1. The Company shall ensure that all licensing and/or certification requirements and restrictions of the State of Nevada will be enforced as to any Food Services personnel and subcontractors working in the Department of Public Safety Culinary Unit Facility.

2. The Company shall ensure that true and correct copies of licensing and/or certificate credentials are maintained on file and in the Department of Public Safety Culinary Unit kitchen.

D. SECURITY/INSPECTION

1. The Company agrees that all personnel, supplies, equipment and facilities utilized by the Company in providing Food Services to inmates in the care and custody of Project Manager may be subject to search and/or inspection by the Project Manager or his designee. Such search and/or inspection may be conducted without notice at any time.

2. All officers, employee, agents and vendors associated with the Company will be required to comply with Administrator security regulations at all times.

3. During an emergency, the City or the Project Manager will have direct control over all officers, employees, agents and vendors associated with the Company who are within any Department of Public Safety Culinary Unit.

E. QUALITY CONTROL PROGRAM

1. The Company, at his/her own expense, shall establish a complete Quality Control Program (QCP) to ensure the requirements of the contract are provided as specified. The QCP shall be a system for identifying and correcting deficiencies in the quality of service and adherence to Health Codes. The program shall include, but will not be limited to, the following:

   a) An inspection system that is specific for the location and must cover all services stated in this contract. The Company shall devise a checklist for use during the regularly scheduled and unscheduled QCP inspections and provide the name of each management individual who will perform the inspections. The checklist must be signed and dated daily by the inspector at the time the inspection is completed. It is not permissible for the person who performs the work to inspect and accept that work. The Company and their employees who will complete inspections shall be identified by title and type of inspections each is authorized to perform.

   b) A local file of all inspections conducted by the Company and the corrective action taken will be maintained and shall be made available to the City upon request during the term of the contract. The City may compare inspections performed by the Company against actual conditions at any given time.

   c) Any deficiencies found in the temperatures of Refrigeration Equipment must be reported immediately to the Kitchen Liaison with a corrective action plan and documentation of repair upon completion of repairs or adjustments to the equipment.

2. The QCP and Food Service Program shall be submitted for approval to the Kitchen Liaison within 90 days of Contract award. Failure by Company to implement the approved plan within the 90 day period may result in termination of the Contract and / or a claim against the Company's Performance Bond of one months fees until the plan has been implemented, upon acceptance by the Kitchen Liaison. After 30 days without having a QCP in place the Company will be considered to be in breach.

3. If the City determines that the Company has failed to comply with the Quality Control Program, the City shall provide a written Notice of Cure listing the deficiencies and the Company will have 10 days to cure. The Company shall issue a written Corrective Action Plan to the City indicating that all deficiencies have been rectified. Failure to correct the deficiencies or submit the Corrective Action Plan may result in a claim against the Company's Performance Bond in the amount equal to one days fees for each day until the Corrective Action Plan has been delivered to the Kitchen Liaision and the deficiencies have been cured.

F. QUALITY CONTROL INSPECTIONS

1. The City will perform quality control inspections over the lifetime of the Contract. Company's performance will be documented and is expected to remain in compliance with all community health and accreditation standards. Required inspections may be conducted by the Kitchen Liaison, government entities, and accreditation agencies.

2. Company may contact the City Representative to discuss any deficiencies received.

3. The City will perform a re-inspection of the facility at the City's convenience to ensure that deficiencies from failed inspection have been corrected.

4. If Company fails re-inspection, the City's Purchasing Representative will issue a Notice of Cure stating the deficiencies and the timeframe for the correction.

5. Acceptable performance under this CONTRACT shall be deemed as having no more than three (3) failed inspections in a twelve (12) month period regardless of corrections or acceptance after re-inspection.
6. The City may terminate the Contract upon the fourth (4th) failed inspection in twelve (12) month period.

7. If Company is terminated for cause, the Company may be considered non-responsible and be disqualified from bidding or quoting on any City business for a period of twelve (12) months from the date of the termination. Any separate contracts for services in place at the time of termination may continue and extensions or renewals may be exercised at City's discretion.

8. The City shall have the right to order the removal of any Company's employee if such action is deemed necessary in the best interest of the City.

G. THIRD PARTY INSPECTIONS

1. The City reserves the right to contract with a third party recognized by industry standards as qualified to perform audits for Contract compliance, including but not limited to equipment condition and maintenance, sanitation, and food handling procedures. The Company shall receive a copy of the findings of all audits from the City within thirty (30) calendar days of the City's receipt of documents or prior to The City's demand for corrective action.

2. Should the audit findings determine that performance by the Company has not been in compliance with the terms and conditions of the Contract, the City will issue a Notice to Cure. The Company will have 10 calendar days to correct the deficiencies and will be responsible for the cost of the reinspection and may result in a claim against the Company's Performance Bond in the amount equal to one days fees for each day until the deficiencies have been corrected.

H. COMPENSATION/LIQUIDATED DAMAGES

All reimbursable costs, liquidated damages, or other deductions will be subtracted from the current months payments. The City's Project Manager will communicate the deductions to the Foodservice Director on a weekly basis. All deductions will also be communicated in writing to the Purchasing Contract Administrator on an occurrence basis for Vendor Evaluation purposes.

I. DAMAGE TO CITY PROPERTY

The Company shall be responsible for any and all damage to any property caused whole or in part by the Company, Subcontractor, employees or inmates supervised. Company shall perform all work in such manner that does not damage the City property. In the event damage occurs to the City property or adjacent property by reason of services performed under CONTRACT, Company shall replace or repair the same at no cost to the City. If damage caused by Company has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due Company.

A-4 COMPANY FURNISHED ITEMS

A. EATING UTENSILS

For both off-site and on-site Food Services, when disposable products are required the Company shall supply eating utensils for all meals to include City approved recyclable plates with lids (when trays are not used), sporks, and eight ounce (8 oz.) coffee cups.

B. OFFICE EQUIPMENT AND SUPPLIES

The Company will be provided an office at the Department of Public Safety Culinary Unit. The Company shall provide and maintain office equipment, internet and email access, supplies, forms, and lunch tickets (if used and applicable) necessary to implement and operate a satisfactory Food Service system for the inmates and staff. Office equipment could include, but not limited to, typewriters, calculators, stands, computers, copiers, lunch ticket vending machine (if used and applicable).

C. CORRECTIONAL TRAY DELIVERY CARTS

1. Company shall provide and maintain all carts, carrier trays (other than trays provided by the City), and serving dishes necessary to accomplish the delivery of the food. With the exception of carts and serving trays, the City have no preference as to type, brand or model of the equipment as long as Company achieves the result of delivering the food to the inmates at the recommended serving temperature. All carts shall be

fabricated utilizing the City's specifications, and food serving trays shall be correction-grade insulated trays. All feeding items to be utilized in inmate housing must be security approved and all utensils will be of a disposable type.

2. The Company will be responsible for providing 14 food delivery carts in accordance with the specifications in Attachment 1.

3. The Company will be responsible for providing 1200 food trays with four compartments made of solid hard plastic.

4. Company will be responsible to provide 200 rubber/flex trays. Trays to be utilized for inmates identified by staff as having behavioral concerns. (Cook's 335 and 437S flex Tray Lid; Cook's 437S Brown Flex Tray)

A-5 CITY FURNISHED ITEMS

A. Security will be provided as deemed necessary by the Project Manager.

B. City will provide and pay for utilities and trash disposal at the Department of Public Safety Culinary Unit.

C. EQUIPMENT SUPPLIES AND SERVICES -ONSITE

1. The City shall provide and maintain fire extinguishers.

2. All equipment listed in attached Exhibit D, Master Inventory of Food Service Equipment and Master Inventory of Small-Wares, which are attached hereto. The City will be under no obligation to provide additional equipment other than that equipment listed in Exhibit D. All other equipment required for performance of the Contract will be provided by the Company.

3. All equipment provided by City pursuant to this Contract will be returned to the City and Project Manager in the same or equal condition as received.

4. The trays, lids and straps provided by City will remain the property of the City. The Company will be responsible for these items and for replacing them when damaged, lost or if failing to meet current Health Standards. The Company shall maintain the same minimum tray, lid and strap inventory at all times.

5. Trays and equipment provided by the City must only be utilized in the Department of Public Safety Culinary Unit and the Company will not intermingle City's property with the Company's property, nor allow City's property to be utilized in other contracts at other facilities.

A-6 OTHER EQUIPMENT

The following equipment is provided through agreements with the Company's suppliers and will be expected to be provided at no cost to the City:

Soda Dispensing Tower (currently Coca Cola)
Coffee Brewer (currently Farmer Bros)
Soft Serve Machine (not currently in place, previously U.S. Foods)

EXHIBIT B – TECHNICAL SPECIFICATIONS

B-1 MEAL PRESENTATION

A. GENERAL

1. The Company will organize and be responsible for providing a regular Food Service to all inmates confined in the Department of Public Safety facility and to the authorized staff members on duty. Other staff members and staff guests may purchase meals at prices listed herein.

2. There will not be more than a 12-hour delay between meals during each 24-hour period and no more than a 12-hour delay between dinner and breakfast. There will be a minimum of two hot meals during each 24-hour period.

3. The routine schedule in the Department of Public Safety Culinary Unit is as follows:

	Hours	***Meal***
Inmates	0400-0600	Breakfast
Staff	2300-3000	
Inmates	1000-1200	Lunch
Staff	1100-1500	
Inmates	1530-1800	Dinner
Staff	None	

B. DETENTION MEALS STAFF (DINING)

1. The Company shall provide all necessary dining equipment and staff for preparation, serving and cashiering for providing bulk serving of the daily menu, seven days a week, authorized at specific times on each of the three shifts. At each meal the staff will have a choice of four meal options as defined in Food Specifications Section 6.

2. The City will provide a grill. At staff requests, the Company will cook hamburgers, hot dogs, chicken breasts (white meat), and eggs on the grill for staff only.

3. NOTE: that on-duty Correctional Officers (CO) can only be away from their post for 60 minutes and, therefore, the Company must be able to serve the CO, provide time for him/her to eat and allow the CO to return to the job within 50 minutes. The dining room seats 30 people. No inmates are allowed in the staff dining area.

4. The Company shall provide a method by which meals may be purchased by non-authorized staff members and staff guests within the Department of Public Safety Culinary Unit at the price listed for staff meals herein. Any cashier system that may be required in order to charge for these meals shall be provided by the Company.

   Additionally, all supplies, personnel, and equipment necessary to provide this service shall be provided, paid for, and maintained by the Company. The Company shall incur all expenses associated with the sales of meals to non-authorized staff members and staff guests and shall retain any revenue generated from these sales.

5. Staff Bulk Food Delivery: Bulk food will be taken, utilizing hot or cold bulk food carts by non-inmate vendor labor, to the staff dining area where it shall also be the Company's responsibility to appropriately set up and serve each meal. The Company will also be responsible for removal of all equipment and appropriate clean-up of the staff dining area at the conclusion of each dining period under acceptable health standards.

6. The Company shall be responsible for all immediate clean-up after each staff meal is served including, but not limited to, vendor serving area, tables and floor in staff dining room.

C. INMATE MEALS

1. All meals are to be prepared on site and be pre-plated before delivery to the designated area. The Company will be responsible for assuring that prepared food is prepared at the designated times, placed on food carts and capable of retaining the proper and recommended serving temperature.

2. All feeding items to be utilized in inmate housing must be security approved and all utensils will be of a disposable type.

3. The temperature of meals shall be maintained at a temperature equal to or exceeding one hundred forty (140) degrees Fahrenheit for all hot foods. Cold foods shall be maintained at a temperature not to exceed forty-five (45) degrees Fahrenheit.

D. EMERGENCY FOOD SERVICES

There may be an event experienced at the Department of Public Safety Culinary Unit such as a power outage, a riot, or a natural disaster that would constitute emergency conditions. All emergency food services will be provided by the Company, as directed by Project Manager, and shall be provided at the rates listed on the signed Bid Proposal.

E. DISASTER PLAN

The Company shall provide a plan to store and provide meals for up to five (5) days in case of natural or manmade disasters, or in the event the kitchen facilities and/or equipment become temporarily unavailable, disrupting normal food supplies to the Department of Public Safety Culinary Unit.

B-2 FOOD SPECIFICATIONS

1. INTRODUCTION

These specifications describe the requirements that the Company shall adhere to in providing Food Services to the Department of Public Safety Culinary Unit. Said requirements involve food purchasing and maintenance of kitchen equipment, equipment maintenance and cleaning, food preparation and serving supplies inventory, and other necessary operations.

2. RAW FOOD SPECIFICATIONS

The Company shall have the responsibility to purchase all food. Foodstuffs will be purchased through the Company's suppliers.

All food purchased for use at the Department of Public Safety Culinary Unit shall meet the following specifications:

A. Beef, veal, lamb, poultry, canned fruits and vegetables, frozen fruits and vegetables, fresh produce, eggs and dairy products shall be USDA graded. Meat shall contain no meat by-products. No pork or pork by products shall be used or served in inmate meals.

B. Fresh or frozen fish and seafood will be served at least biweekly. Canned tuna may be used no more than once every other serving.

C. The minimum diet shall meet or exceed the dietary allowances of the National Academy of Sciences.

1. Meat Group:
   a. The following will constitute one serving in the meat group for each individual meal of lean, boneless, cooked meat, poultry or fish.

Breakfast:	Two (2) ounces of either lean, boneless, cooked meat, poultry or four (4) ounces of USDA pasteurized frozen egg product.
Lunch:	Three (3) ounces of either lean, boneless, cooked meat, poultry, or fish.

Dinner: Four (4) ounces of either lean, boneless, cooked meat, poultry, or fish.

b. Some form of the above - specified portion of beef, poultry or eggs will be served at least 14 times per week and be equally divided between breakfast, lunch and dinner meals. All meals will contain meat protein.

c. The minimum diet shall include the following recommended minimum daily servings for each food group:

2. Fats, Oils and Sweets (use sparingly, no trans-fats):

3. 2% Reduced Fat Milk (minimum 8 oz.), Yogurt and cheese - minimum 2 servings

4. Beef, Lamb, Poultry, Veal, Fish, Dry Beans, Eggs and Nuts - minimum 2 servings

5. Vegetables - minimum 2 servings

6. A fruit serving will be served at least 1 time daily. Fruit servings will consist of fresh, frozen or canned (in its own natural and unsweetened juice). No fruit juice will be served.

7. Whole Grain Bread, Cereal, Rice and Pasta - minimum 6 servings

8. At least one 16 ounce vitamin fortified beverage per day.

3. MENUS

A. THE COMPANY WILL SUBMIT A SEVEN-DAY, EIGHT-WEEK (8-CYCLE) MENU FOR APPROVAL BY THE PROJECT MANAGER EVERY MONTH AT A MINIMUM OF TWO (2) WEEKS IN ADVANCE, ENSURING THAT MENUS ARE VARIED. If the Company fails to rotate the menu, the Project Manager will provide written notification to the Company to remedy the deficiency within ten (10) calendar days from receipt of notice.

B. Inmate Breakfasts shall include a hot meal choice a minimum of three (3) days per week.

4. MEDICAL DIETS

Medical diets shall conform to all AMA website standards (www.ama_assm.org) and all therapeutic, detailed medical or other special diets. Meals will be pre-plated and accompanied by clear, written serving instructions. The Company shall be responsible for cooperating with the City's medical service provider and comply with their request to provide medically necessary diet meals. Special diets shall be provided including, but not limited to:

A. Soft Diet:

1. Purpose: To provide an adequate diet with soft, easily digested foods.

2. Principles: This diet contains foods that are soft in texture, easily digested and moderately low in roughage (no highly seasoned or fried foods).

3. Mechanical Soft Diet: This diet is used for the individual whose ability to chew is altered in some way. It is recommended that all meats be ground or chopped and that vegetables be pureed.

B. Bland Diets:

Purpose: To control gastric acidity and reduce motility of the gastrointestinal tract.

C. Diabetic Diets:

Purpose: This is used for diet control in diabetes. No sugar may be used on foods or in cooking. It is important that the intake of calories from protein, fat and carbohydrate be the same every day. This is particularly important when patients are receiving insulin or other medications for diabetes. The foods shall be varied, each meal, utilizing fresh fruits and vegetables.

D. Sodium-Restricted Diets:

Purpose: To provide a diet restricted in sodium content but containing the essentials of good nutrition. No foods prepared with salt are included.

E. Pregnancy (High-Protein):

Principles: A well balanced diet is important in protecting the health of the pregnant woman and her unborn child. The recommended dietary allowances are increased, the greatest increases are in protein, minerals and vitamins.

Add daily:
Milk: 2 cups
Meat or meat substitutes: 1 serving
Vitamin C rich fruit or vegetable: 1 serving
Vitamin A rich fruit or vegetable: 1 serving

F. Other Medical Diets: Any other required medical diets as the Medical Section of the Detention Center deems necessary.

G. Liquid Diets: As prescribed by the attending Detention Facility physician.

5. RELIGIOUS DIETS

No pork or pork by-products shall be served to ensure that the majority of religious diets are complied with automatically. Other religious diets may be required if approved by the City. Kosher diets, due to religious reasons, may have to be provided at an increased minimal cost.

6. SPECIAL HOLIDAY MEALS

Thanksgiving – Inmate Lunch

Sliced Turkey (3oz)
Cranberry Sauce (2oz)
Mashed Potato (1/2 cup)
Turkey Gravy (3 oz)
Steamed Corn (1/2 cup)
Tossed Salad with Dressing (1/2 cup)
Dinner roll (2 oz)
Margarine (1/2 oz)
Pumpkin Pie
Fruit punch

Christmas – Inmate Lunch

Sliced Turkey (3oz)
Cranberry Sauce (2oz)
Mashed Potato (1/2 cup)
Turkey Gravy (3 oz)
Steamed Corn (1/2 cup)
Tossed Salad with Dressing (1/2 cup)
Dinner roll (2 oz)
Margarine (1/2 oz)
Apple Pie
Fruit punch

July 4th – Inmate Lunch

BBQ Beef Patty (3oz)
Hamburger Bun (1 each)
Potato Salad (1/2 cup)
Baked Beans (3 oz)
Corn (1/2 cup)
Tossed Salad with Dressing (1/2 cup)
Catsup (2oz)

Apple Pie
Fruit punch

7. DETENTION STAFF MEALS

There will be a separate, upgraded menu from the inmate menu for the staff dining room. This menu will not be comprised primarily of institutional type menu items. It will consist of a seven-day, eight-week rotating cycle (8-cycle menu) that will be reviewed on a quarterly basis by the facility Project Manager or his designee.

The staff will be given a choice of two main entree items, (one healthy, low calorie and low fat content), soup, and salad each meal. The portion size shall consist of the following:

A. Meat Six (6) ounces per serving, to include chicken, beef, pork, turkey, fish, etc.

B. Starches One (1) cup per serving, to include potatoes, rice, beans, peas, corn, pasta, etc.

C. Vegetables One (1) cup per serving

D. Weekly special meal – Once a week there will be an item served not part of the normal 8-week rotation which may include steak, taco bowls, chicken parmesan, pizza, etc.

E. There will be a self-serve salad bar that will consist of a minimum of five (5) salad dressings, (minimum two low calorie options), and a minimum of fifteen (15) condiment items. A minimum of two lettuce options will be available.

F. There will be a dessert bar consisting of a minimum of cake, fresh fruit (three (3) seasonal choices), fresh pastries and fresh baked cookies, packaged ice cream options, and a minimum of one low fat/non-fat option.

G. There will be a self-serve beverage bar at each staff dining facility consisting of a minimum of four (4) brand sodas, coffee, milk and tea.

H. Coffee will be provided for staff dining consumption twenty-four (24) hours of each calendar day.

I. All meat items served will be of USDA choice grading.

J. All requested grilled items will be fresh and made to order.

K. All vegetables will meet USDA quality ratings.

L. Company shall work with City designated Food Service Committee on staff 8-cycle menu development, menu contents, food preparation and food presentation.

M. Staff and staff guests shall have the ability to order more than one (1) meal at any breakfast, lunch or dinner serving, and the City shall be invoiced for only one (1) meal, Company will absorb cost of additional meals.

8. NUMBER OF MEALS

The Company will ensure that every inmate receives three meals per day, including those inmates who may miss mealtime because of absence from Department of Public Safety Culinary Unit at mealtime. Said absent inmate will be provided a box meal as described below.

9. BOX/SACK MEALS

Box/sack meals are to be provided in non-styrofoam, recyclable containers to inmates who are on out-of-facility assignments, court appearances or as needed. Box meals will be provided to inmates in the following form:
Box Meal: Consisting of two sandwiches with condiment, one whole piece of fruit, ½ pint milk or juice and one dessert item.

NOTE: Sandwich shall consist of one (1) 2-ounce slice of lunch meat, a variety, two (2) 1-ounce slices cheese, two (2) slices whole grain white or whole grain wheat bread with condiment.

All of the above specifications shall meet the stated quality requirements.

Department of Public Safety Administration will determine if an inmate is to receive a box meal.

10. EQUIPMENT MAINTENANCE AND REPLACEMENT

A. Company will repair and maintain all equipment utilized by Company (i.e., drains), including the items provided by the City and listed on Exhibit D, and are located in or connected to the kitchen area. All maintenance and repair work is subject to inspection/approval of the City's maintenance representative. Maintenance and repair or replacement of the City's equipment shall be the financial responsibility of the Company up to $75,000 annually. Any cost over that amount shall be the responsibility of the City. The $75,000 annual cap shall not apply, and the entire financial responsibility shall remain with the Company, to maintenance and repair or replacement of the City's equipment required to be performed due to the gross negligence or willful misuse of said equipment by the Company.

1. All equipment shall be maintained, and kept in the same condition as received, by Company throughout the term of this Contract. All equipment which cannot be repaired or is deemed unrepairable by the City shall be replaced by Company at Company's expense.

2. The kitchen flue filters shall be cleaned and maintained by Company. The flues above the filters and the fire protection systems will be the responsibility of the City.

3. All kitchen refrigeration equipment maintenance will be the responsibility of Company, with the exception of mechanical refrigeration equipment of the walk-in freezers (to be maintained by the City). However, the process of maintaining the kitchen refrigeration equipment will occur by utilizing designated City engineering facilities personnel on a time and materials basis, at the current wage rate. Costs for these services will be assumed by Company after review of said charges and concurrence with same and will be deducted from the next month's payment. The City's maintenance representative shall have prior vendor approval and service inspection acceptance authority for any outside vendor or service required with the exception of mechanical refrigeration equipment of the walk-in freezers and coolers.

4 Company will provide proof of maintenance contracts on all designated equipment. Company shall not make modifications or remodel the kitchen or its equipment without prior approval of the City.

5. Company is responsible for and must remedy all damage or loss to any property, including property of the City, caused in whole or in part by Company, any subcontractor or anyone employed, directed or supervised (including inmates) by Company. Company is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

6. Grease and oil disposal will be the responsibility of the Company. Maintenance, repair, and the associated costs of the disposal equipment is the responsibility of the Company. Grease must not be allowed to accumulate beyond a reasonable amount and must be disposed of at a minimum, once per month. Disposing of oil or grease down any drain or in the trash will be strictly prohibited and the Company may be responsible for the cost of the cleaning and / or Drain Service as a result of the violation.

B. If Company fails to comply with the requirements within ten (10) calendar days of notification, City shall repair or replace the equipment and deduct the cost from the next monthly invoice of Company.

C. Ninety (90) days prior to the termination or expiration of this Contract, Company and City will walk through the kitchen facility and inspect all equipment that is listed under this Contract. Any equipment in need of repair or replacement will be corrected prior to the expiration date of the Contract. If Company fails to comply with this requirement, cost incurred by the City will be withheld from the final payment.

11. KITCHEN CLEANING AND INSPECTION

A. Company shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, Company shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, Company shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and Company shall leave the premises and work site in a neat, clean and safe condition. In the event of Company's failure to comply with the foregoing, the City may accomplish the same at Company's expense.

B. Company shall have the responsibility of purchasing all cleaning supplies used within the staging, storage, other Food Service areas, and to maintain the health and sanitation requirements of the Clark County Health Department. All cleaning products must be approved by the City's maintenance representative and the Food Liaison Officer.

1. No bleach shall be used on the tile or any flooring installed by the City. A degreaser floor cleaner is to be used on the flooring and shall be USDA approved.

2. The Food Service Director shall conduct at least a monthly formal cleanliness inspection at kitchen and Food Service area. A written report on the results of these inspections shall be submitted to the City.

3. Company shall maintain and clean the loading dock area daily.

4. An "A" rating from the Health Department must be maintained continually throughout the term of the Contract. Failure to maintain an "A" rating may result in a claim against the Company's Performance Bond in the amount equal to one days fees for each day until the Health Department has reinstated the "A" Rating.

5. Weekly sanitation and safety inspection will be conducted by Detention Center staff and a representative from Company.

12. DOCUMENTATION AND REPORTING REQUIREMENTS

The Company shall submit the following:

A. Initial Reports:

1. Inventory of non-food supplies provided by City at both facilities. (To be conducted jointly with City personnel.)

2. Kitchen equipment listing. (To be conducted jointly with City personnel.)

3. Eight (8) week menu including special diets.

4. Special diet manual at both facilities.

5. Job descriptions for all Food Service staff.

6. Kitchen operating procedures.

7. Emergency/Disaster meal plan.

B. Weekly Reports:

QCP Inspection report

B. Monthly Reports:

The Food Service Director or designee shall submit a report on the 15th of each month to the Project Manager for the preceding month's Food Service activities. The report shall include a monthly statistical summary indicating as a minimum requirement, the number of inmates and corrections personnel receiving Food Services, staffing pattern statistics, and any other pertinent information, including but not limited to the following, as requested by City (e.g., operative procedures):

(i) Cleanliness inspections at the Department of Public Safety Culinary Unit.

(ii) Number of meals served to inmates and to staff.

a. Staff shall fax one (1) ordering log, per housing unit, per meal to the Company. Each ordering log shall detail the number of inmates to be served for that specific meal.

b. In the event the ordering log is inaccurate and additional meals are verbally requested by Staff, the Company shall make the notation on the ordering log and obtain two (2) authorizing signatures; one (1) from the shift supervisor **and** one (1) from the Staff personnel who initiated the request. Augmented ordering logs that lack the authorizing signatures shall not be honored for the additional meals.

The Company shall provide one (1) copy of each monthly report and all supporting documentation to the Department of Public Safety Business Office.

C. QUARTERLY REPORTS

1. The Food Service Director or designee shall submit to the Project Manager a quarterly report on the 15th of the month following the end of a calendar quarter. The quarterly report shall summarize Food Service program operational issues and the environment of both facilities, to include the average total cost of meals served and the number of specialty/dietary meals produced. The Company shall provide one (1) copy of each monthly report to the Department of Public Safety Business Office.

2. The Dietician shall submit a quarterly report to the Project Manager a quarterly report on the 15th of the month following the end of a calendar quarter. The quarterly report shall summarize his/her activity during each quarter. The Company shall provide one (1) copy of each monthly report to the Department of Public Safety Business Office.

D. ANNUAL REPORTS

1. Statistical summary indicating at least the number of inmate meals, staff meals, and sack lunches served. Total average cost per inmate meal, staff meal, sack lunch.

2. Review and revision, as necessary, of all policies and procedures, with signature of reviewer and date on each directive to ensure document compliance.

3. Dietician's report on activities and findings as requested.

The Company shall provide one (1) copy of each monthly report to the Department of Public Safety Business Office.

B-3 MISCELLANEOUS

1. NO VEHICLE PARKING AVAILABLE

The City will not provide parking for any Company employees, agents or representatives at the City Detention Center. Parking is available on the adjoining public streets to the facility.

2. SUSTAINABILITY INITIATIVE

In support of the City's sustainability initiative Company:

A. Paper towels for hand drying and hand blowers will be provided by the City.
B. Will use recyclable products in place of Styrofoam products.
C. Will dispose of grease and cooking oil to RC Farms or another agricultural entity.
D. Company will recycle utilizing provided recycle bins provided by the City.

3. RECEIVING

   A. The Company will be responsible for receiving and unloading all supplies and stores received at the Department of Public Safety Culinary Unit.

   B. The Company shall maintain and clean the loading dock area daily.

4. STORAGE OF MATERIALS

   Company is responsible for storage of any materials. The City is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes. A kitchen and storage area is provided at the site, the City has the right to inspect this area at any time.

5. ENFORCEMENT OF "LOCK-DOOR" POLICY

   All locked doors are to remain locked at all times. Company's employees are not allowed to open any external doors for anyone.

B-4 ADDITIONAL INFORMATION

1. STATISTICAL INFORMATION

   a. Average Daily Population (ADP) 2017-2020

   Note: Due to COVID-19 ADP for March – September 2020 are lower than normal.:

Month	ADP	Month	ADP	Month	ADP	Month	ADP
Jan-17	716	Jan-18	712	Jan-19	778	Jan-20	678
Feb-17	798	Feb-18	751	Feb-19	863	Feb-20	701
Mar-17	850	Mar-18	798	Mar-19	893	Mar-20	528
Apr-17	888	Apr-18	835	Apr-19	963	Apr-20	289
May-17	827	May-18	826	May-19	938	May-20	287
Jun-17	772	Jun-18	840	Jun-19	968	Jun-20	274
Jul-17	789	Jul-18	907	Jul-19	956	Jul-20	287
Aug-17	806	Aug-18	885	Aug-19	900	Aug-20	412
Sep-17	806	Sep-18	911	Sep-19	855	Sep-20	483
Oct-17	744	Oct-18	866	Oct-19	741		
Nov-17	691	Nov-18	784	Nov-19	712		
Dec-17	645	Dec-18	755	Dec-19	643		

   ADP Populations included North Las Vegas inmates until July 2, 2020.

   b. Average number of staff that will require meals: low: 35; avg: 50; high: 65.

B-5 ADDITIONAL SERVICES

The following programs will be included within the Company's services at no additional cost to the City:

1. Trinity Take Out Program

   Trinity Take Out is a retail inmate meal program designed to reinforce positive inmate behavior and boost moral by providing high quality take out type meals. Inmates qualifying for good behavior will be eligible to purchase one of the weekly selected meals. Meals are prepared fresh in the kitchen and delivered to the housing units at a mutually agreed upon timeframe. The menu will be provided monthly in advance. Orders will be collected and debited from inmate accounts. Food examples: Bacon Double Cheeseburger w/chips; Chili Cheese Dog w/Tater Tots; Loaded Breakfast Burrito w/Salsa, etc.

2. AM & PM Cash Bar

   Cash Bar is an added made-to-order food service option located in the Officer's Dining Room. Officers will be able to purchase and enjoy breakfast items during the AM Cash Bar between the hours of 0630 to 0830. Menu items will include, but not be limited to omelets, scrambles, burritos, pastries, French toast, pancakes, and side items (bacon, sausage, eggs, toast, etc.). PM Cash bar hours will be between 1800 hours to 2000 hours. Selections will include, but not be limited to burger choices, wraps, salads, parfaits, snack items, beverages, and sides (fries, chips, etc.). All sales will be debit card only for security purposes.

3. Inmate Work. Feed. Succeed Program

   Trinity's WORK FEED SUCCEED program is a comprehensive, hands-on approach to teaching pre-screened inmates specific and usable skills in the food service industry. This vocational approach educates and trains inmates in three key levels to WORK in a commercial kitchen environment, FEED their peers, and ultimately SUCCEED in a professional foodservice environment upon their release.

   Level 1 – Train and provide skills for inmates to WORK a full-time schedule contributing to the daily food service operation.

   Level 2 – Inmates with a high level of proficiency, are taught more complex skills to FEED their peers in preparation for a commercial kitchen environment after release.

   Level 3 – Newly released inmates who have attained the level 2 competency certificate, will be given multiple opportunities to gain employment and SUCCEED in a professional foodservice environment.

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EXHIBIT C – ACA STANDARDS RELATED TO FOOD SERVICE/CULINARY

4-ALDF-2D-02 (Ref. 3-ALDF-3A-22) (MANDATORY) The use of tools and culinary equipment is controlled.

4-ALDF-4A-02 (Ref. 3-ALDF-2E-06 and 2E-07) The food preparation area includes space and equipment for food preparation based on population size, type of food preparation, and methods of meal service. There are sanitary, temperature-controlled areas for food storage.

4-ALDF-4A-04 (Ref. 3-ALDF-4C-01) A person who is experienced in food service management supervises food service operations.

4-ALDF-4A-05 (Ref. 3-ALDF-4C-02) Food service budgeting, purchasing, and accounting practices, include but are not limited to the following systems:

- food expenditure cost accounting designed to determine cost per meal per inmate
- estimation of food service requirements
- purchase of supplies at wholesale and other favorable prices and conditions, when possible
- determination of and responsiveness to inmate eating preferences
- refrigeration of food, with specific storage periods

4-ALDF-4A-06 (Ref. 3-ALDF-4C-03) Accurate records are maintained of all meals served.

4-ALDF-4A-07 (Ref. 3-ALDF-4C-04) (MANDATORY) (Ref. 3-4297) The facility's dietary allowances are reviewed at least annually by a qualified nutritionist or dietician to ensure that they meet the nationally recommended dietary allowances for basic nutrition for appropriate age groups. Menu evaluations are conducted at least quarterly by food service supervisory staff to verify adherence to the established basic daily servings.

4-ALDF-4A-08 (Ref. 3-ALDF-4C-05) Food service staff plan menus and substantially follow the plan. The planning and preparation of all meals take into consideration food flavor, texture, temperature, appearance, and palatability. Menu substitutions are recorded.

4-ALDF-4A-09 (Ref. 3-ALDF-4C-06) Therapeutic diets are provided as prescribed by appropriate clinicians. A therapeutic diet manual is available in the health services and food services areas for reference and information.

Comment: Therapeutic diets are prepared and served to inmates according to the orders of the treating clinician or as directed by the responsible health authority official. Prescriptions for therapeutic diets should be specific and complete, furnished in writing to the food service manager, and rewritten quarterly. Therapeutic diets should be kept as simple as possible and should conform as closely as possible to the foods served other inmates. Pregnant women are only prescribed meals, if necessary.

4-ALDF-4A-11 (Ref. 3-ALDF-4C-09) (MANDATORY) There is documentation by an independent, outside source that food service facilities and equipment meet established governmental health and safety codes. Corrective action is taken on deficiencies, if any.
Comment: None.

4-ALDF-4A-12 (Ref. 3-ALDF-4C-10) All staff, contractors, and inmate workers are trained in the use of equipment safety procedures to be followed in the food service department.

4-ALDF-4A-13 (Ref. 3-ALDF-4C-11) (MANDATORY) There is adequate health protection for all inmates and staff in the facility, and for inmates and other persons working in food service, including the following:

- where required by laws and/or regulations applicable in the community where the facility is located, all persons involved in the preparation of the food receive a pre-assignment medical examination and periodic reexamination to ensure freedom from diarrhea, skin infections, and other illnesses transmissible by food or utensils
- all examinations are conducted in accordance with local requirements
- when an outside agency or individual provides the facility's food services, the facility has written verification that the outside provider complies with the state and local regulations regarding food service
- all food handlers are instructed to wash their hands on reporting to duty and after using toilet facilities

Inmates and other persons working in food service are monitored each day for health and cleanliness by the food service supervisor or designee.

4-ALDF-4A-15 (Ref. 3-ALDF-4C-13) (MANDATORY) There are weekly inspections of all food service areas, including dining and food preparation areas and equipment, by administrative, medical, or dietary personnel; these include the person supervising food service operations or his/her designee. Water temperature is checked and recorded daily by administrative, medical, or dietary personnel.
Comment: None.

4-ALDF-4A-16 (Ref. 3-ALDF-4C-14) (MANDATORY) Stored shelf goods are maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless national or state health codes specify otherwise. Temperatures are checked and recorded daily.

4-ALDF-7B-13 (Ref. 3-ALDF-1D-15) All part time staff and contract personnel receive formal orientation appropriate to their assignments and additional training as needed.

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EXHIBIT D - MASTER INVENTORY OF FOOD SERVICE EQUIPMENT
DEPARTMENT OF DEPARTMENT OF PUBLIC SAFETY

Blue Print Location and Description		Area	Quantity
1.	REFRIGERATION SYSTEM	EXTERIOR UNITS	2
2.	INSECT CONTROL FAN	NORTH EAST ENTRY	5
3.	SINK MOP	UTILITY ROOM	1
4.	HOSE REEL	UTILITY ROOM	0
5.	WASHER, CLOTHES	UTILITY ROOM	1
6.	DRYER, CLOTHES	UTILITY ROOM	1
7.	SHELF, WALL-MOUNTED	UTILITY ROOM	0
8.	SHELVING UNIT	CHEMICAL ROOM	1
9.	PREFAB REFRIGERATOR/FREEZER	DRY STORGE AREA	1
10.	EVAPORATOR COIL, MED-TEMP	DRY STORAGE AREA	2
11.	SHELVING UNIT	REFRIGERATOR/STORAGE	38
12.	DUNNAGE PLATFORM	REFRIGERATOR/STORAGE	8
13.	EVAPORATOR COIL, LOW TEMP	DRY STORAGE AREA	2
14.	EVAPORATOR COIL, LOW TEMP	STAFF FREEZER/ STORAGE	1
15.	EVAPORATOR COIL, LOW TEMP	DRY STORAGE AREA	
16.	RACK, UTILITY-UNIVERSAL ANGLE	DRY STORAGE	1
17.	SHELVING UNIT	DRY STORAGE	10
18.	CAN DISPENSING RACK, MOBILE	DRY STORAGE	0
19.	PALLET MOVER	DRY STORAGE	0
20.	DUNNAGE SHELVING	DRY STORGE	0
21.	BAG-IN-THE-BOX	DRY STORAGE	1
22.	PREFAB REFRIGERATION	COOKS AREA	1
23.	EVAPORATOR COIL, MED-TEMP	PRODUCE REFRIG. COOKS AREA	1
24.	SHELVING UNIT	PRODUCE REFRIGERATOR	16
25.	EVAPORATOR COIL, MED-TEMP	FINISHED PRODUCT REFRIG. COOKS AREA	1

Blue Print Location and Description		Area	Quantity
26.	EVAPORATOR COIL, LOW PROFILE	COLD PREP ROOM	1
27.	HAND SINK W/SOAP &TOWEL DISP.	COLD PREP ROOM	5
28.	SHELVING UNIT	COLD PREP ROOM	2
29.	SINK WORK TABLE, TWO COMPARTMENT	COLD PREP ROOM	1
30.	RACK, UTILITY-UNIVERSAL ANGLE	COLD PREP ROOM	2
31.	CUTTER, FOOD W/HUB	COLD PREP ROOM	1
32.	TABLE, MEAT PREP	COLD PREP ROOM	1
33.	STAND, SLICER	COLD PREP ROOM	2
34.	SLICER, AUTOMATIC FEED	COLD PREP ROOM	1
35.	SLICER, AUTOMATIC FEED	COLD PREP ROOM	1
36.	WORK TABLE, MOBILE	COLD PREP ROOM	1
37.	KNIFE/UTENSIL SECURITY CABINET	SHARP/SPICE STORAGE	3
38.	BIN, INGREDIENT	SHARP/SPICE STORAGE	9
39.	SHELVING UNIT	SHARP/SPICE STORAGE	3
40.	WORK TABLE, MOBILE	COOKS AREA	5
41.	STAND, MIXER	COOKS AREA	1
42.	MIXER, 20-QUART	COOKS AREA	1
43.	SINK, TABLE	COOKS AREA	1
44.	SHELF, WALL-MOUNTED	COOKS AREA	1
45.	MIXER, 60-QUART	COOKS AREA	0
46.	UTILITY DISTRIBUTION CENTER	COOKS AREA	1
47.	EXHAUST VENTILATOR	ROOF/DISHWASHER	1
48.	EXHAUST VENTILATOR	ROOF/HOOD	1
49.	OVEN-STEAMER, ROLL-IN	COOKS AREA	1
50.	RANGE, OVEN HEAT TOP	COOKS AREA	1
51.	RANGE FRY TOP	COOKS AREA	3
52.	FRYER	COOKS AREA	1
53.	OVEN, CONVECTION GAS	COOKS AREA	2
54.	EXHAUST VENTILATOR	COOKS AREA	1

Blue Print Location and Description		Area	Quantity
55.	STEAMER, 2-COMPARTMENT, GAS-FRIED	COOKS AREA	1
56.	OVEN, CONVECTION GAS	COOKS AREA	1
57.	KETTLE, TILT 40-GALL. ELECTRIC	COOKS AREA	1
58.	KETTLE, TILT 60-GALL. ELECTRIC	COOKS AREA	1
59.	KETTLE, TILT 60-GALL. ELECTRIC	COOKS AREA	1
60.	TILTING SKILLET, 40-GALLON	COOKS AREA	1
61.	FLOOR DRAIN GRATE	COOKS AREA	1
62.	FLOOR DRAIN GRATE	COOKS AREA	1
63.	EXHAUST VENTILATOR	COOKS AREA	1
64.	UTILITY DISTRIBUTION SYSTEM	COOKS AREA	0
65.	HAND SINK, W/SOAP & TOWEL DISP.	COOKS AREA	1
66.	WORK TABLE WITH SINK	COOKS AREA	1
67.	REFRIGERATOR, 2-SECTION	COOKS AREA	1
68.	FLOOR DRAIN GRATE	COOKS AREA	1
69.	ICE CUBER, MODULAR-STACKABLE	COOKS AREA	1
70.	ICE BIN	COOKS AREA	1
71.	SINK, UTENSIL WASHING	POT ROOM	1
72.	UTENSIL WASHER	POT ROOM	1
73.	EXHAUST HOOD	POT ROOM	1
74.	DISH TABLE, SOILED	POT ROOM	1
75.	FAUCET, PRE-RINSE	POT ROOM	3
76.	TRAY WASHER, AUTOMATIC	POT ROOM	2
77.	TRAY DRYING CART	CART AREA	7
78.	POT RACK	CART AREA	1
79.	POT AND PAN RACK	CART AREA	1
80.	CART, UTILITY	CART WASH AREA	1
81.	COMPRESSED AIR SYSTEM	EXTERIOR MECHANICAL ROOM	1
82.	AIR HOSE REEL	CART WASH AREA	1
83.	LINE INTENTIONALLY LEFT	BLANK	

Blue Print Location and Description		Area	Quantity
84.	COLD FOOD SERVER	PREP AREA	1
85.	HOT FOOD SERVER	PREP AREA	2
86.	CONVEYER	PREP AREA	2
87.	WORK TABLE, MOBILE	PREP AREA	1
88.	TRANSPORT CARTS	PREP AREA	22
89.	FIRE SUPPRESSION MANUL PULL	STAFF DINNING AREA	1
90.	FIRE EXTINGUISHER, PORTABLE, CLASS K	STAFF DINNING AREA	3
91.	FIRE SUPPRESSION SYSTEM	STAFF DINNING AREA	1
92.	REFRIGERATOR, 1-SECTION	STAFF DINNING AREA	1
93.	MICROWAVE OVEN	STAFF DINNING AREA	1
94.	COUNTER WITH SINK	STAFF DINNING AREA	1
95.	BROILER, HEAVY DUTY, CHAR-TYPE	STAFF DINNING AREA	1
96.	GRIDDLE, GAS COUNTERTOP	STAFF DINNING AREA	1
97.	REFRIGERATOR BASE, SHORTY, 2-SECTION	STAFF DINNING AREA	1
98.	FRYER	STAFF DINNING AREA	1
99.	EXHAUST VENTILATOR	STAFF DINNING AREA	1
100.	COUNTER, COOK'S	STAFF DINNING AREA	1
101.	FOOD WELL	STAFF DINNING AREA	1
102.	HEAT LAMP	STAFF DINNING AREA	1
103.	CONVEYOR TOASTER	STAFF DINNING AREA	1
104.	WARMING DRAWERS	STAFF DINNING AREA	1
105.	REFRIGERATED COUNTER W/SALAD TOP	STAFF DINNING AREA	1
106.	CASH REGISTER	STAFF DINNING AREA	0
107.	COUNTER, BEVERAGE	STAFF DINNING AREA	1
108.	CART, TRAYS AND SILVER	STAFF DINNING AREA	1
109.	INSECT CONTROL FAN	STAFF DINNING AREA	1

Blue Print Location and Description		Area	Quantity
110.	RACK, UTILITY	STAFF DINNING AREA	2
111.	CONTROL PANEL, VENTILATOR	COOKS AREA	1
112.	FIRE SUPPRESSION SYSTEM	COOKS AREA	1
113.	FIRE SUPPRESSION MANUAL PULL	COOKS AREA	1

*Items that have no quantity or zero quantity may have had a positive quantity in the past and have been removed but will still be identified. Those items will not be supplied by the City but the Company may, at their expense.

EXHIBIT E
SUPPLIER RESPONSE

CITY OF LAS VEGAS

QUALIFICATION & EXPERIENCE FORM

210020-SK Inmate Foodservice

Bidder Name: Trinity Services Group

BUSINESS HISTORY

Provide a brief description of the Bidder's business history and number of years in operation:

Trinity Services Group has been in the correctional food service business for over 30 years. Currently, we employ over 2,500 people supervising over 14,000 inmate workers in 350 accounts serving over 260 million meals per year. No other food service vendor in the industry comes close to our level of operational experience. Our operations are all based on ACA and industry food handling standards. We have never failed to achieve 100% compliance (ACA and NCCHC Accreditation). Our dedicated opening team provides a seamless transition for new customers with comprehensive training for our staff and inmate workers, including Orientation, Quality Assurance, Safety and Security, PREA, ServSafe.

LICENSES & CERTIFICATIONS

Provide licensing organization names and license numbers for applicable national, state and local licenses, registrations or certifications held by the Bidder:

State of Nevada Secretary of State's certificate of existence with status of good standing certificate #C201902011-0688
City of Las Vegas Business License #: G68-00204.
Trinity will comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; will procure, post as required by law, and keep in effect all necessary licenses, permits, and food handler's cards required by law; will meet all guidelines as prescribed by the American Correctional Association.

BIDDER EXPERIENCE

Provide examples of previous contracts which substantiate conformity with the Minimum Qualifications and Experience Requirements specified on the Attributes Tab. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

CONTRACT 1

Company Name	Clark County Sheriffs Office		
Company Address	330 South Casino Center Blvd. Las Vegas, NV 89101		
Point of Contact	Ryan Yanagihara, Lt.		
Email Address	r7362y@lvmpd.com	**Telephone No.**	(702) 671-3638
Brief Description of Scope of Work	Complete Food Service operations for almost 4,000 inmates housed at the Clark County Jail and North Valley Complex. Scope of work also includes extensive Officer Dining services at the North Valley Complex and Clark County Detention Center.		

Term (Base plus option years)	4.5	**Base Contract Amount**	10 Million
Year of Base Contract Award	2019	**Total Amount (incl. option years)**	18 Million

Did the contract contain a liquidated damages clause? ■ **Yes** ☐ **No**

If yes, were damages assessed? ☐ **Yes** ■ **No**	**If yes, what amount was assessed?**	0

CONTRACT 2			
Company Name	Washoe County Sheriff's Department		
Company Address	911 E Parr Blvd. Reno, NV 89512-1014		
Point of Contact	Jeff Clark, Chief Deputy		
Email Address	JClark@washoecounty.us	**Telephone No.**	(775) 328-3328
Brief Description of Scope of Work	Full service staff dining café, as well as Trinity Take-Out (TTO) services for the entire inmate population.		

Term (Base plus option years)	6	**Base Contract Amount**	843,000
Year of Base Contract Award	2014	**Total Amount (incl. option years)**	2.3 mil
Did the contract contain a liquidated damages clause? ☐ **Yes** ■ **No**			
If yes, were damages assessed? ☐ **Yes** ■ **No**		**If yes, what amount was assessed?**	0

CONTRACT 3			
Company Name	Lane County Adult Corrections Main Jail Facility		
Company Address	101 W 5th Ave. Eugene, OR 97401-2603		
Point of Contact	Clint Riley, Captain of Corrections		
Email Address	clint.riley@co.lane.or.us	**Telephone No.**	(541) 682-2242
Brief Description of Scope of Work	Completed inmate food service for the entire facility and also currently providing all laundry services.		

Term (Base plus option years)	4	**Base Contract Amount**	1.9 million
Year of Base Contract Award	2016	**Total Amount (incl. option years)**	2.6 million
Did the contract contain a liquidated damages clause? ■ **Yes** ☐ **No**			
If yes, were damages assessed? ☐ **Yes** ■ **No**		**If yes, what amount was assessed?**	0

This form must be completed and submitted via the Response Attachments Tab prior to the Bid Close Date

d. Workload Accomplishment

Present Workload of Project Staff

	Friday 12/4/2020	Saturday 12/5/2020	Sunday 12/6/2020	Monday 12/7/2020	Tuesday 12/8/2020	Wednsday 12/9/2020	Thursday 12/10/2020
Hezekiah	9:00-5:00	9:00-5:00	9:00-5:00	9:00-5:00	9:00-5:00	9:00-5:00	9:00-5:00
Tiffany	7:00-4:00	7:00-4:00	7:00-4:00	7:00-12:00	OFF	OFF	7:00-7:00
Norvella	OFF	10:00-6:00	10:00-7:00	10:007:00	10:00-6:00	10:00-6:00	OFF
Carrie	8:00-5:00	OFF	OFF	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00
BreAnna	OFF	OFF	OFF	OFF	8:00-3:00	OFF	OFF
Jazmine	8:00-4:00	8:00-4:00	8:00-4:00	OFF	OFF	8:00-3:00	8:00-3:00
Richard	11:00-7:00	OFF	OFF	7:00-7:00	7:00-7:00	11:00-7:00	11:00-7:00
Shareese	3:00-11:00	3:00-11:00	OFF	OFF	3:00-11:00	3:00-11:00	3:00-11:00
Brenda	11:00-7:00	OFF	OFF	11:00-7:00	11:00-7:00	11:007:00	11:00-7:00
Eric	6:00-12:00	7:00-7:00	7:00-7:00	OFF	OFF	7:00-12:00	7:00-12:00
Trevor	OFF	10:PM-6	10:PM-6	OFF	OFF	10:PM-6	10:PM-6
Rafael	10:PM-6	OFF	OFF	10:PM-6	10:PM-6	10:PM-6	10:PM-6
Trya	10:PM-6	10:PM-6	10:PM-6	10:PM-6	10:PM-6	OFF	OFF

e. References

Clark County Detention Center

330 South Casino Center Blvd.
Las Vegas, NV 89101
Ryan Yanagihara, Lt.
(702) 671-3638
r7362y@lvmpd.com
ADP: 3,979

Washoe County Sheriff's Department

911 E Parr Blvd.
Reno, NV 89512-1014
Tom Green, Chief Deputy
(775) 328-3001
tgreen@washoecounty.us
ADP: 868

Lane County Adult Corrections Main Jail Facility

101 W 5th Ave.
Eugene, OR 97401-2603
Clint Riley, Captain of Corrections
(541) 682-2242
clint.riley@co.lane.or.us
ADP: 326

Trinity Services Group, Inc.
TERMINATIONS - Past Five Years

The following contracts were terminated prior to the original termination date:

Effective February 11, 2015, Trinity Services Group, Inc., terminated a contract with Lexington County South Carolina for food services at the Lexington County Sheriff's Department, located at 521 Gibson Road, Lexington, SC 29072, when it was determined that it was in the best interest of both parties. The Contact is Angela Seymour, Procurement Officer, at (803) 785-8319.

Effective January 4, 2016, Trinity Services Group, Inc., terminated the food service contract with Grand Forks County for food services at the Grand Forks County Correctional Center, 1701 North Washington Street, Grand Forks, ND 58206-5244 and the Grand Forks County Juvenile Detention Center, 125 South 5th Street, Grand Forks, ND 58201 because the cost of doing business in the remote location exceeded the revenues earned causing the company to sustain on going losses which prevented the company from meeting its minimum financial objectives. The contact is County Administrator Bret Burkholder at (701) 780-8228.

Effective January 30, 2016, Trinity Services Group, Inc. terminated the contract with the Tri-County Community Corrections in Crookston, MN for food services at the Northwest Regional Corrections Center, 816 Marin Avenue, Crookston, MN and the Red River Valley Juvenile Center, 600 Bruce Street, Crookston, MN because the cost of doing business in the remote locations exceeded the revenues earned causing the company to sustain on going losses which prevented the company from meeting its minimum financial objectives. The contact is Executive Director Dave Casanova at (218) 470-8106.

Effective October 2, 2016, Kootani County ID terminated the contract to provide food services at the Kootenai County Jail, 5500 N. Government Way, Coeur d'Alene, Idaho 83816 nineteen (19) days prior to the scheduled expiration of the contract. No explanation or reason was given other than that the contract was being awarded to another provider. The contact is R. David Ferguson, II, Civil Deputy Prosecutor at (208) 446-1620.

Effective October 9, 2016, Winn Correctional, LLC, doing business as LaSalle Corrections, 192 Bastille Lane, Box 200, Ruston, LA 71270 terminated the contract to provide food services at the Winn Correctional Center, Highway 560 and Gum Springs Road, Winnfield, LA 71483. Due to budgetary constraints the client decided to take the

food operations, in house and "self op" in the future. The contact is Rodney Cooper, Executive Director for LaSalle Corrections at (318) 232-1500.

Effective November 30, 2016, Montgomery County, 101 South Lawrence St., Montgomery, AL 36104 terminated the contract to provide food services at the Montgomery County Detention Center 250 South McDonough Street, Montgomery, AL 36104. No explanation was provided. The contact is Donald L. Mims, County Administrator at (334) 832-1210.

Effective September 30, 2017, Fayette County Sheriff's Office, 145 Johnson Avenue, Fayetteville, GA 30214, terminated the contract to provide food service at the Fayette County Jail when the Sheriff elected to have the food services provided by another vendor. The contact is Sheriff Barry H. Bibb at (770) 716-4720.

Effective April 1, 2019, Wyoming County, 466 North Main Street, P.O. Box 231, Warsaw, New York 14569 terminated the agreement to provide food services for the County Jail and Office of the Aging. No explanation was provided. Contact James M. Wujcik, County Attorney, 11 Exchange Street, Attica, NY 14011, phone: 585-591-1724.

Effective April 15, 2019, TrueCore Behavioral Solutions, 3109 W. Dr. Martin Luther King Jr. Blvd., Suite 650, Tampa, FL 33607 terminated the agreement to provide food service. No cause was given. The contact is Steve Tomlin, CEO& President. Telephone number: 813-514-6275.

Effective October 1, 2019, Southwest Correctional, LLC d/b/a LaSalle Corrections West, LLC terminated the agreement to provide food services to Jack Harwell Detention Center, 3101 Marlin Hwy., Waco, TX 76705. The operation of the facility is to be taken over by the McLennan County, TX. Trinity has entered into an agreement with McLennan County, TX to provide food services for the Jack Harwell Detention Center beginning October 1, 2019. Contact: Sandy Long, Senior Account Manager, Southwestern Correctional, LLC d/b/a LaSalle Corrections, LLC, 192 Bastille Lane, Suite 200, Ruston, LA 71270, phone: 318-232-1500.

Effective 12/04/19, The Salvation Army Fort Myers Area Command terminated the food services agreement. The Salvation Army decided to provide meals in-house. Contact: Tony Ceresoli, Director of Operations, The Salvation Army Fort Myers Area Command, 120291 McGregor Blvd., Fort Myers, FL 33919. Telephone: 239-278-1551.

Effective December 19, 2019, Bucks County Department of Corrections terminated the food services agreement. No cause was given. Contact: Christopher Pirolli, Director of Corrections, 1730 South Easton Rd., Doylestown, PA 18901, phone: (215) 345-3700, fax: (215) 345-3846.

Section 3 - Work Plan

Trinity's considerable experience with correctional food service has allowed us to already refine our operating procedures to efficiently and cost-effectively provide a quality food service program to the City of Las Vegas.

a. Meal Delivery Procedures

Operational Overview



Our registered dietitian team has devoloped our menus and meal plans to meet the specified updated dietary requirements of the City of Las Vegas as outlined in this RFP. Our procurement team ensures we have the best food and supplies needed to produce all your facility's required meals and our management and kitchen staff are qualified and trained in the duties of meal preparations and distribution. ***We are confident that we have established an ideal meal program that works within your guidelines.***

We have provided several critical components of our Food Service operations for your review on the following pages:

- **Standards**
- **Menu Development**
- **Quality Assurance**
- **Staffing**
- **Meal Ordering & Delivery**
- **Inmate Labor**
- **Staff Meals**

Local, State and Federal Standards

Facility: Our Staff will use the procedures you have established as a benchmark for your operation. We will offer suggestions for improvements in cases where our process may amend your food service operation's security and quality.

ACA: Our Standard Operating Procedures meet ACA Standards at a minimum.

NCCHC: Our menus satisfy adult dietary guidelines for adults and nutritionally approved for incarcerated adults.

HACCP: We train Trinity staff to understand the specific hazards of food handling and the preventive measures necessary to ensure food safety.



Menu Development

Cycle Menus: Menus are included in our proposal, developed to meet your requested daily nutritional goals and applicable standards.

Special Diets: Menus will follow the regular menus as closely as possible with the modifications necessary to meet the specific restriction.

Holiday Meals: We will serve Holiday/ Spirit Lifter meals on your predefined days.

Dietitians: Our Registered Dietitians design and develop our menus to provide tasty, appetizing, wholesome quality food. They will regularly review the implemented menus and provide special diet menus and substitution guidelines as needed.

Flexibility and Variety: We will consult with Lt. Meads or her designee for approval on any menu substitutions and requests for menu changes that could be advantageous for the operation.

Product Specifications: We will meet or exceed your required product standards. Our product lines are in use and successful every day, in hundreds of operations across the country.

Production System: NetMenu® by Cbord is our web-based, back-of-the-house food service management tool. It enables our Staff to update standards and share common recipes and menus instantly, across all of our operations and access nutritional information, manage inventory and purchasing, and generate production reports.

Purchasing Programs: Our pre-established network of approved suppliers follows and meets HACCP guidelines and is thoroughly familiar with the quality of corrections-specific products used in our daily operations and the frequencies of deliveries and quantities needed.



Quality Assurance

We will prepare and serve food that meets or exceeds the terms of this proposed agreement, as well as ACA food service industry standards. Factors include:

- *Food Safety* – portion control, temperature control, and recipe adherence and conversion
- *Food Production System* – proper meal count forecasting, preparation, and product pull schedules
- *Security Procedures* – procedures for chemicals, sharps, refrigeration, keys, and utensils
- *Sanitation* – routine cleaning schedules and regular inspections to correct any deficiencies
- *Safety in the Workplace* – open and close checklists, regular safety training meetings, and award incentives for safety champions
- *Regulating Agency Compliance* – inspection preparation programs and procedures
- *Inventory* – product accountability, proper product labeling, storage, and stock rotation

We also have a full complement of policy and procedure manuals for use in our kitchen operations.

Staffing

We will continue to provide the staffing necessary to maintain an efficient, safe, and secure operation. Trinity staff will supervise the inmate workers and ensure we meet food safety parameters and kitchen sanitation standards. Our wage rates and benefit programs are designed to attract and maintain a quality workforce. Key components include:

- District Manager Support
- Detailed Job Descriptions
- Competitive Wage and Benefit Programs
- ServSafe Training ***(required for all Trinity staff)***
- In-Service Training
- Human Resources Support
- Employee Recognition

Meal Ordering and Delivery

Our Staff will prepare meals according to the meal count provided by the City of Las Vegas before each meal service. We will prepare meals using the cook-serve method, consistently portioning food items on the serving line into individual, thermal trays, and load them onto appropriate meal carts for delivery by housing location. We label Diet trays according to the inmate, type of diet, and housing location. The Housing Officer will verify the number of trays, and deliver them to the respective inmates. The meal delivery schedule will follow the facility's existing meal times but can be modified if needed..



Inmate Labor

Trinity will continue to use inmate workers for food preparation, serve/tray-line meals, and perform sanitation and cleaning of the kitchen and equipment. They will be assigned a position and provided with the proper training and supervision needed to effectively handle food handling and safety, personal hygiene, and basic sanitation.



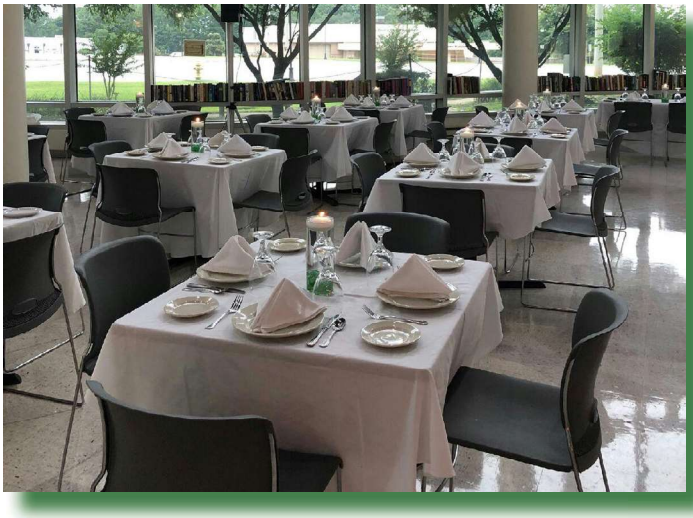


Staff Meals

We will continue to offer a program to your Staff that conveniently promotes nutrition, and a sample menu is in this response. This menu is a good start based off what we are currently doing, but we want to continue to collaborate with you to ensure staff satisfaction. We have programs available (and in use at other facilities) that include a hot/cold line with a salad bar and a cook-to-order snack bar style service.

Catering and Special Events

Catering and Special Events could include meals, cookies, pastries, celebrations, cakes, or customized packages. Our on-site Staff can prepare fresh food items. We will review the needs of each specific occasion and mutually agree on an acceptable plan and cost.





Billing Procedures

We understand the billing during the past year has been difficult and we want to convey our sincere appreciation for your patience with us during this time. Now that the City of Las Vegas has put forward a new RFP that includes a population scale, we feel confident there will be no billing issues going forward. If re-awarded your business, we will prepare and provide food service statements to your facility. The statements will reflect the exact number of meals served. Our transparent philosophy provides any backup material you require to ensure an easy to follow and open audit trail exists.

Communication and Problem Resolution

You will receive a complete contact list of all appropriate support levels in our organization. Our Food Service Director will collaborate with the City of Las Vegas to establish an emergency call-in procedure in an emergency or failure to report. The Food Service Director will also become a liaison to your facility's management team and attend regularly scheduled meetings with your administration.

Should problems or concerns arise, we will work with you to resolve them as quickly as possible to satisfaction. We will follow your established policies on complaint resolution and develop a plan that meets your approval. Your Food Service Director will perform routine audits to ensure your satisfaction and compliance with the contract. Your District Manager will conduct a yearly review to ensure we meet all local, state, and federal regulations and standards.

Crisis Management Services

To assist with critical incident response, Trinity is proud to be the first in the corrections industry to offer Crisis Management Services (CMS).

CMS provides immediate response and advisement for any food-related emergency in the facilities we serve. Our team of Experts on Demand (EOD) is available to assist your Staff with incident response, 24/7. We believe that timely, precise direction can positively affect outcomes, and we want to do our part to bring swift resolutions to these types of incidents. The CMS program can also provide expert-generated after-action reports to assist you with potential media inquiries, grievances, and lawsuits.

Transition Planning

As the incumbent vendor, should we be honored with a re-award, we will still request a project meeting to ensure any changes from the current operation to this contract are identified and executed to your satisfaction.

Operation Policies and Procedures

We have provided the Table of Contents from our Operations Policies and Procedures Manual and our Policies and Procedures for Food Production for your review. Our manual is proprietary, but available to you on request.

OPERATIONS POLICIES AND PROCEDURES MANUAL
Table of Contents

HR-101	MANAGER REQUIREMENTS
HR-102	MANAGER TRAINING REQUIREMENTS
HR-103	HOURLY TEAM MEMBER TRAINING REQUIREMENTS
HR-104	ADMINISTRATIVE TEAM MEMBER TRAINING
QA-201	QA OPA RECORD
QA-202	MONTHLY WEEKLY SHIFT INSPECTION WATER TEMPS
QA-203	TEMPERATURE CONTROL LOGS
QA-204	BUDGETING AND PURCHASING
MEN-301	CYCLE MENUS
MEN-302	DIETARY ALLOWANCE
MEN-303	NEW RECIPE IMPLEMENTATION PROCESS
MEN-304	TITLE 15 MENU REQUIREMENTS FOR CALIFORNIA
MEN-305	PERMANENT MENU CHANGE PROCEDURE
MEN-306	ALTERNATE MEAL SERVICE
MEN-307	TEMPORARY MENU SUBSTITUTIONS
MEN-308	RESTRICTED DIETS
MEN-309	MEDICAL AND RELIGIOUS DIET SYSTEM
MEN-310	RESTRICTED DIET SYSTEM
MEN-311	DIET MENU PROCEDURES
MEN-312	MEDICAL DIET LOG
MEN-313	RELIGIOUS DIET ORDERS
SS-401	HEALTH AND SAFETY REGULATIONS
SS-402	EMERGENCY CONTINGENCY PLANS
SS-403	KNIFES KEYS YEAST
SS-404	FOOD GROWN PRODUCED IN SYSTEM
SS-405	EQUIPMENT MAINTENANCE WORK
PRO-501	STANDARDIZED RECIPES
PRO-502	PORTION CONTROL
PRO-503	FOOD PRODUCTION PLAN
PRO-504	PRE PREPARATION PULL RECORD
PRO-505	TRAY LINE PLANNING DIAGRAM
PRO-506	STAFF VISITOR MEAL SIGN IN LOG
PRO-507	PANNING AND PORTIONING
PRO-508	THERMOMETER CALIBRATION
TK-001	NEW RECIPE IMPLEMENTATION PROCESS
TK-002	NUTRITIONAL EVALUATION OF RECIPES AND INGREDIENTS
TK-003	TEST PILOT LOCATIONS
TK-004	PROCESS FORMAT TESTING
TK-005	ACCOUNTABILITY PROCESS FOR TEST KITCHEN
TK-006	RECIPE CONCERN REPORTING
TTO-101	KIOSK ORDERING
TTO-102	HOT FOOD SALES ACCOUNTING

b. Sample Menu

Trinity's menus will continue to meet the daily requirements specified by the City of Las Vegas. We will also prepare meals for traditional holidays, specialized medical and religious diets, and lockdown meals as required. Menus are developed based on the per day calorie count set by the RFP and reviewed annually.

Menu Development

Our Menu Development Team, working with our Dietitians, have created standard menus from the more than 4600 recipes stored in our database. Our Test Kitchen continually develops menus and standardized recipes and tests alternative products and cooking methods. All Trinity recipes use quality foods and meet nutritional requirements.

If a facility requests a menu change, the updated menu is approved internally and then sent to the facility for approval. When approval is received, the Food Service Director uses NetMenu® (described further in our proposal) to print out recipes and production worksheets that fit anticipated counts for a meal.



Support Services

Trinity's Corporate Chefs work with our registered dietitians, purchasing, and operation teams to develop menu ideas and products. Our chefs also produce production training videos to assist in deploying new recipes to ensure consistency and quality.

We have more than 4600 web-based recipes in our corporate database. All recipes are changed and perfected in real-time and reflect seasonal availability and regional flair.

Our Strategic Partnerships with vendors and food manufacturers have resulted in several unique proprietary items that Trinity can offer:

- Beverage Items — Sunrise Citrus breakfast beverage
- Bakery Items — Roll & Loaf Mix, Sugar Cookie Mix
- High quality, specially made seasoning packs

All of our proprietary items were created in Trinity's test kitchen and have been panel taste-tested.



Menu Substitution Policy

Trinity will only make temporary menu substitutions for:

- Vendor failure to deliver
- Equipment malfunctions causing the inability to prepare the menu item properly
- Internal disasters (i.e., Power Failure)
- Food item unfit for inmate consumption

When substitutions are necessary, we will notify Lt. Meads or her designee, BEFORE meal service and obtain approval before implementing menu substitutions. We record all replacements on the Menu Substitution Log for reference to the reason for the change, the nutritional value, contract compliance, and facility approval.

The Food Service Director also approves all substitutions, and at the end of each month, he/she will review, sign, and file the log. A complete list of recommended changes is in the Menu Substitutions section of our Diet Manual.

Meal Quality

Our policy is to provide quality food service to the correctional environment. Staff is always on alert, monitoring all phases of food production and service, including purchasing, receiving, and food storage. The result is a high-quality, safe menu for inmates at an affordable price to the City of Las Vegas.

Trinity bases our quality assurance program on the American Correctional Association (ACA) Standards and the FDA Food Code. We outline these standards in our Quality Assurance Standards and Solutions Manual, along with standard operating procedures (SOPs), sanitation standard operating procedures (SSOPs), and HACCP (hazard analysis and critical control points) compliance plans.



Food Product Safety and Quality

Trinity aggressively supports all procurement programs and processes in pursuit of providing the safest and highest quality product to our clients. Our Procurement team recruits, retains and deploys qualified professionals to ensure best-in-class vendor and product certification with all stakeholders. The team monitors the cost and delivery performance through proprietary key operating indicators.

Supplier Approval Process

Trinity has identified the safety of incoming goods as a critical point in all unit-level HACCP plans and programming. A fundamental requirement of our HACCP plan is that product purchases are only from a Trinity Services Group approved supplier.

All opportunity buys or "spot buys" facilitated through our distribution chains are first checked for quality. All products are also USDA inspected Grade B or better and distribution suppliers follow and meet HACCP guidelines.

The centerpiece of the Trinity Vendor Quality Assurance Certification is our requirement of an independent, professional assessment of supplier facilities and operating standards, and validation of their compliance with applicable regulatory requirements to ensure compliance with Trinity's expectations. We require a third-party-conducted "Good Manufacturing Practices," "Warehouse and Distribution Center," or "Good Agricultural Practices" audit. The audit type is dependent on the nature and scope of the supplier's business. Trinity's quality assurance expectations are met if the supplier achieves an acceptable audit result.

Vendor Complaint / Issue Resolution Process

Trinity has a dedicated and robust vendor complaint process. If a unit has an issue with a product, they are trained to reach out immediately to their District Manager. The District Manager then completes a vendor complaint form and sends it to the Procurement team. Procurement will take swift and appropriate action to investigate the complaint.

The Procurement team closely monitors the USDA, FDA, and other product safety-related websites daily for product recall and withdrawal announcements. Our manufacturer and distributor partners also notify us of recalls/withdrawals.

Special Diets

We have provided the Table of Contents from *Trinity's Diet Manual for Correction Institutions*, along with descriptions of special diet accommodations.

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Diet Manual Excerpts

Dietary Management Procedures

Attention to the special dietary needs of the inmate population is a critical area of concern. The on-site food service team will carry out the following management procedures:

- *A high-quality Dietary Program that meets all the requirements of the facility*
- *A Program that meets all standards set forth by the American Correctional Association*
- *A Program that meets the recommendations of the National Academy of Sciences, Board of Medicine*
- *A Program that meets the recommendations of the National Commission on Correctional Health Care of the American Medical Association*
- *A Program that meets dietary guidelines set forth by the Academy of Nutrition and Dietetics and the American Diabetes Association*

Restricted Diet Guidelines

- *Trinity Services Group will provide the necessary supervision and training to ensure restricted diets are prepared and served according to the guidelines. Documentation of diet meals served to inmates will be maintained according to institutional guidelines.*
- *Restricted diets will be evaluated by a Registered Dietitian (RD) at least annually to ensure they meet the nationally recommended allowances published by the National Academy of Sciences and/or contract parameters.*
- *Medical diets shall be ordered by a Health Care Provider or Medical Authority. Medical diets will be ordered, revised or canceled according to local policies and procedures at each institution. Prescriptions for diets should be specific and provided in writing to the food service department.*
- *Dietary education of inmates is the responsibility of the medical and/or dental staff.*
- *The regular menu will be the basis for all restricted diets developed by the Registered Dietitian. Requests for food based on inmate preference shall not be considered and should not be ordered by health care providers.*
- *The Regional Dietitian is available for nutrition consultation upon request by the health care provider or medical authority. Please contact the FSD for contact information.*

Regular Menu and Diet Meal Patterns

- *The regular menu is developed by your Regional Registered Dietitian to meet the Estimated Average Requirements and the Dietary Reference Intakes for the age, sex and activity level of the population for major nutrients as defined by the Nutrition Labeling Education Act. A nutrition statement is prepared and signed annually, or as required by contract, by the Regional Dietitian.*
- *Acceptability, cost containment, and constraints inherent in a corrections environment are considerations for the development of the regular menu in addition to nutritional requirements.*

Trinity's Standard Restricted Diets

DIET TYPE	DESCRIPTION
Regular **Male / Female**	The standard menu provides adequate calories, protein, vitamins and minerals for healthy adults. The caloric level of the regular menu is determined by contractual requirements.
Mechanical **(Dental) Soft**	Provides foods of softer consistencies to meet needs of inmates with limited chewing abilities. This diet is nutritionally adequate and requires no supplementation.
Controlled Carbohydrate	This diet follows the regular menu as closely as possible with modified portions to provide consistent carbohydrates throughout the day. This diet replaces concentrated sweets with sugar free or lower sugar items.
Low Sodium / Low Fat	This diet follows the regular menu as closely as possible restricting high fat and high sodium content foods.
High Fiber	Provides an additional serving of cooked beans to supplement dietary fiber content of daily meals.
Low Fiber	Restriction of no beans, no raw fruits and vegetables.
Clear Liquid	This diet consists of only transparent fluids.
Full Liquid	Diet composed of fluid and semi-fluid digestible foods. Intended to be transitional diet. Often used post surgically or in cases of limited chewing abilities.
Nutritional Support / Pregnancy	Follows regular menu as closely as possible with additional portions added to meet calorie and protein needs.
Renal	Limits the quantity of protein, sodium, potassium and phosphorus as prescribed by the authorized person(s) at the facility.
Gluten Intolerance	Follows regular menu as closely as possible with the elimination of gluten containing foods, such as wheat, rye, barley and oats.

Sample Holiday Menus

Trinity will serve meals on holidays as required by your RFP. We are prepared to offer the menu items you have called out, but also are prepared to meet with Lt. Meads or her designee to determine the type of meal best suited to your population based on any price restrictions. We have included several samples below for your review.

Thanksgiving

Sliced Turkey (3oz)
Cranberry Sauce (2oz)
Mashed Potato (1/2 cup)
Turkey Gravy (3 oz)
Steamed Corn (1/2 cup)
Tossed Salad with Dressing (1/2 cup)
Dinner roll (2 oz)
Margarine (1/2 oz)
Pumpkin Pie
Fruit punch

4th of July

BBQ Beef Patty (3oz)
Hamburger Bun (1 each)
Potato Salad (1/2 cup)
Baked Beans (3 oz)
Corn (1/2 cup)
Tossed Salad with Dressing (1/2 cup)
Catsup (2oz)
Apple Pie
Fruit punch

Christmas

Sliced Turkey (3oz)
Cranberry Sauce (2oz)
Mashed Potato (1/2 cup)
Turkey Gravy (3 oz)
Steamed Corn (1/2 cup)
Tossed Salad with Dressing (1/2 cup)
Dinner roll (2 oz)
Margarine (1/2 oz)
Apple Pie
Fruit punch

Cycle Menus with Nutritional Analysis

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Regular** | **Week 1**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup
Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Breakfast Sausage	2 Wz	Peanut Butter	#16 Scoop	Egg Patty	1/2 Cup	Boiled Egg	2 Each	Gravy Breakfast Country	1 Cup	Peanut Butter	#16 Scoop	Boiled Egg	2 Each
Muffin	1/48 Cut	Biscuit	1 Each 1/48 Cut	Coffee Cake	1 1/48 Slice	Muffin	1/48 Cut	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut	Biscuit Cinnamon	1/48 Slice
Margarine PC	1 Each			Margarine PC	1 Each	Jelly	#60 Scoop			Jelly	#60 Scoop	Margarine PC	1 Each
Milk	1 Each	Jelly	#60 Scoop	Milk	1 Each	Milk	1 Each	Hash Brown	3/4 Cup	Milk	1 Each	Milk	1 Each
		Milk	1 Each					Milk	1 Each				
Lunch													
Meat Sauce	3/4 Cup	Tuna Salad	1/2 Cup	Spanish Rice w/Meat	1-1/4 Cup	Chili Mac	1 1/4 Cup	Turkey Tetrazzini	3/4 Cup	Country Stew	3/4 Cup	Scalloped Pot w T Ham	1 1/4 Cup
Spaghetti	1 Cup	Pasta Salad	1 Cup	Seasoned Corn	1/2 Cup	Coleslaw	1/2 Cup	Macaroni	1 Cup	Rice	1 Cup	Green Beans	1/2 Cup
Green Beans	1/2 Cup	Carrots	1/2 Cup	Cornbread	1 1/48 Cut	Cornbread	1 1/48 Cut	Mixed Vegetables	1/2 Cup	Cabbage & Carrots	1/2 Cup	Cornbread	1 1/48 Cut
Wheat Roll	1 Each	Wheat Bread	2 Slice	Margarine	1/2 WZ	Margarine	1/2 WZ	Wheat Roll	1 Each	Wheat Roll	1 Each	Margarine	1/2 WZ
Margarine	1/2 WZ	Fruit	1 Each	Applesauce	1/2 Cup	Fruit	1 Each	Margarine	1/2 WZ	Margarine	1/2 WZ	Applesauce	1/2 Cup
Applesauce	1/2 Cup	Milk	1 Each	Milk	1 Each	Milk	1 Each	Applesauce	1/2 Cup	Fruit	1 Each	Milk	1 Each
Milk	1 Each							Milk	1 Each	Milk	1 Each		
Dinner													
Chicken Patty	1 Each	Turkey Ala King	3/4 Cup	Salisbury Patty	4 Ounce Patty	Fish Patty	1 Each	Turkey Frankfurter	2 Each	Meatloaf	4 Wz	Chili	3/4 Cup
Country Cream Gravy	2 FZ	Rotini	1 Cup	Brown Gravy	2 FZ	Herbed Rice	1 Cup	Oven Browned Potatoes	1 Cup	Brown Gravy	2 FZ	Rice	1 Cup
Rice Pilaf	1 Cup	Peas	1/2 Cup	Mashed Potatoes	1 Cup	Mixed Vegetables	1/2 Cup	Chili Beans	1/2 Cup	Mashed Potatoes	1 Cup	Seasoned Corn	1/2 Cup
Mixed Vegetables	1/2 Cup	Biscuit	1 Each 1/48 Cut	Broccoli	1/2 Cup	Wheat Roll	1 Each	Hot Dog Bun	2 Each	Broccoli	1/2 Cup	Cornbread	1 1/48 Cut
Wheat Bread	2 Slice			Wheat Roll	1 Each	Margarine	1/2 WZ	Mustard	1 FZ	Wheat Bread	2 Slice	Margarine	1/2 WZ
Margarine	1/2 WZ	Margarine	1/2 WZ	Margarine	1/2 WZ	Tartar Sauce	1 FZ	Ketchup	1 FZ	Margarine	1/2 WZ	Cake	1/48 Cut
Cake	1 1/48 Cut	Iced Cake	1/48 Slice	Iced Cake	1/48 Slice	Cake	1 1/48 Cut	Iced Cake	1/48 Slice	Iced Cake	1/48 Cut	Beverage	1 Cup
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup		

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Cycle Menus with Nutritional Analysis

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Regular** | **Week 2**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup
Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Egg Patty	1/2 Cup	Peanut Butter	#16 Scoop	Breakfast Sausage	2 Wz	Boiled Egg	2 Each	Egg Patty	1/2 Cup	Peanut Butter	#16 Scoop	Boiled Egg	2 Each
Coffee Cake	1 1/48 Slice	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut	Biscuit Cinnamon	1/48 Slice	Pancakes	1/48 Slice	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut
Margarine PC	1 Each			Margarine PC	1 Each	Margarine PC	1 Each	Syrup	2 FZ			Margarine PC	1 Each
Milk	1 Each	Jelly	#60 Scoop	Milk	1 Each	Milk	1 Each	Margarine PC	1 Each	Jelly	#60 Scoop	Milk	1 Each
		Milk	1 Each					Milk	1 Each	Milk	1 Each		
Lunch													
Sloppy Joe	1/2 Cup	Turkey Stir Fry	3/4 Cup	Shepherd's Pie	3/4 Cup	Taco Mix	3/4 Cup	Tuna Salad	1/2 Cup	Turkey Frankfurter	2 Each	BBQ Poultry	1/2 Cup
Italian Pasta Salad	1 Cup	Rice	1 Cup	Mashed Potatoes	1 Cup	Chili Beans	1 Cup	Macaroni Salad	1 Cup	BBQ Beans	1 Cup	Rice Pilaf	1 Cup
Coleslaw	1/2 Cup	Mixed Vegetables	1/2 Cup	Green Beans	1/2 Cup	Seasoned Corn	1/2 Cup	Peas	1/2 Cup	Mixed Vegetables	1/2 Cup	Carrots	1/2 Cup
Hamburger Bun	1 Each	Wheat Roll	1 Each	Biscuit	1 Each 1/48 Cut	Salsa	2 FZ	Wheat Bread	2 Slice	Hot Dog Bun	2 Each	Wheat Roll	1 Each
Ketchup	1 FZ	Margarine	1/2 WZ			Shredded Cheese	1/2 WZ	Fruit	1 Each	Mustard	1 FZ	Margarine	1/2 WZ
Fruit	1 Each	Applesauce	1/2 Cup	Margarine	1/2 WZ	Flour Tortilla	2 Each	Milk	1 Each	Applesauce	1/2 Cup	Fruit	1 Each
Milk	1 Each	Milk	1 Each	Fruit	1 Each	Applesauce	1/2 Cup			Milk	1 Each	Milk	1 Each
				Milk	1 Each	Milk	1 Each						
Dinner													
Turkey	4 WZ	Goulash	1-1/4 Cup	Chorizo Patty	4 Ounce Patty	Chicken Patty	1 Each	Burger Patty	4 Ounce Patty	Poultry Mac & Cheese	1 1/4 Cup	Fish Patty	1 Each
Brown Gravy	2 FZ	Broccoli	1/2 Cup			Potato Salad	1 Cup			Fried Cabbage	1/2 Cup	Baked Beans	1 Cup
Mashed Potatoes	1 Cup	Cornbread	1 1/48 Cut	Macaroni & Cheese	1 Cup	Green Beans	1/2 Cup	Oven Browned Potatoes	1 Cup	Wheat Roll	1 Each	Green Beans	1/2 Cup
Carrots	1/2 Cup	Margarine	1/2 WZ	Peas	1/2 Cup	Wheat Bread	2 Slice	Carrots	1/2 Cup	Margarine	1/2 WZ	Wheat Bread	2 Slice
Wheat Roll	1 Each	Iced Cake	1/48 Slice	Wheat Roll	1 Each	Ketchup	1 FZ	Ketchup	1 FZ	Cake	1/48 Cut	Tartar Sauce	1 FZ
Margarine	1/2 WZ	Beverage	1 Cup	Margarine	1/2 WZ	Iced Cake	1/48 Slice	Hamburger Bun	1 Each	Beverage	1 Cup	Iced Cake	1/48 Cut
Cake	1 1/48 Cut			Cake	1 1/48 Cut	Beverage	1 Cup	Cake	1 1/48 Cut			Beverage	1 Cup
Beverage	1 Cup			Beverage	1 Cup			Beverage	1 Cup				

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Cycle Menus with Nutritional Analysis

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Regular** | **Week 3**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup
Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Breakfast Sausage	2 Wz	Peanut Butter	#16 Scoop	Egg Patty	1/2 Cup	Boiled Egg	2 Each	Gravy Breakfast Country	1 Cup	Peanut Butter	#16 Scoop	Boiled Egg	2 Each
Muffin	1/48 Cut	Biscuit	1 Each 1/48 Cut	Coffee Cake	1 1/48 Slice	Muffin	1/48 Cut	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut	Biscuit Cinnamon	1/48 Slice
Margarine PC	1 Each			Margarine PC	1 Each	Jelly	#60 Scoop			Jelly	#60 Scoop	Margarine PC	1 Each
Milk	1 Each	Jelly	#60 Scoop	Milk	1 Each	Milk	1 Each	Hash Brown	3/4 Cup	Milk	1 Each	Milk	1 Each
		Milk	1 Each					Milk	1 Each				
Lunch													
Sweet & Sour Turkey	3/4 Cup	Turkey & Rice	1 1/4 Cup	Tamale Pie	3/4 Cup	Picadillo Casserole	1-1/4 Cup	Tuna Salad	1/2 Cup	Yakisoba	1 1/4 Cup	Burrito Filling	3/4 Cup
Rice	1 Cup	Peas	1/2 Cup	Tortilla Chips	1 WZ	Carrots	1/2 Cup	BBQ Beans	1 Cup	Broccoli	1/2 Cup	Mexican Rice	1 Cup
Mixed Vegetables	1/2 Cup	Cornbread	1 1/48 Cut	Spanish Rice	1 Cup	Cornbread	1 1/48 Cut	Coleslaw	1/2 Cup	Wheat Roll	1 Each	Seasoned Corn	1/2 Cup
Wheat Roll	1 Each	Margarine	1/2 WZ	Seasoned Corn	1/2 Cup	Margarine	1/2 WZ	Wheat Roll	1 Each	Margarine	1/2 WZ	Flour Tortilla	2 Each
Margarine	1/2 WZ	Fruit	1 Each	Cinnamon Applesauce	1/2 Cup	Fruit	1 Each	Cinnamon Applesauce	1/2 Cup	Fruit	1 Each	Salsa	2 FZ
Cinnamon Applesauce	1/2 Cup	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Cinnamon Applesauce	1/2 Cup
Milk	1 Each											Milk	1 Each
Dinner													
Salisbury Patty	4 Ounce Patty	Fish Patty	1 Each	Spaghetti Casserole	1-1/4 Cup	Meatloaf	4 Wz	Carne Guisada	3/4 Cup	Burger Patty	4 Ounce Patty	Turkey Ham	4 WZ
Brown Gravy	2 FZ	Macaroni & Cheese	1 Cup	Mixed Vegetables	1/2 Cup	Country Cream Gravy	2 FZ	Seasoned Rice	1 Cup			Cheesy Rotini	1 Cup
Scalloped Potatoes	1 Cup	Coleslaw	1/2 Cup	Wheat Roll	1 Each	Mashed Potatoes	1 Cup	Fried Cabbage	1/2 Cup	Potato Salad	1 Cup	Peas	1/2 Cup
Carrots	1/2 Cup	Wheat Bread	2 Slice	Margarine	1/2 WZ	Green Beans	1/2 Cup	Cornbread	1 1/48 Cut	Carrots	1/2 Cup	Wheat Roll	1 Each
Wheat Bread	2 Slice	Tartar Sauce	1 FZ	Cake	1/48 Cut	Wheat Bread	2 Slice	Margarine	1/2 WZ	Hamburger Bun	1 Each	Margarine	1/2 WZ
Margarine	1/2 WZ	Iced Cake	1/48 Slice	Beverage	1 Cup	Margarine	1/2 WZ	Iced Cake	1/48 Slice	Ketchup	1 FZ	Iced Cake	1/48 Slice
Cake	1 1/48 Cut	Beverage	1 Cup			Cake	1 1/48 Cut	Beverage	1 Cup	Cake	1 1/48 Cut	Beverage	1 Cup
Beverage	1 Cup					Beverage	1 Cup			Beverage	1 Cup		

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Cycle Menus with Nutritional Analysis

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Regular** | **Week 4**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup
Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Egg Patty	1/2 Cup	Peanut Butter	#16 Scoop	Breakfast Sausage	2 Wz	Boiled Egg	2 Each	Egg Patty	1/2 Cup	Peanut Butter	#16 Scoop	Boiled Egg	2 Each
Coffee Cake	1 1/48 Slice	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut	Biscuit Cinnamon	1/48 Slice	Pancakes	1/48 Slice	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut
Margarine PC	1 Each			Margarine PC	1 Each	Margarine PC	1 Each	Syrup	2 FZ			Margarine PC	1 Each
Milk	1 Each	Jelly	#60 Scoop	Milk	1 Each	Milk	1 Each	Margarine PC	1 Each	Jelly	#60 Scoop	Milk	1 Each
		Milk	1 Each					Milk	1 Each	Milk	1 Each		
Lunch													
Meat Sauce	3/4 Cup	Tuna Salad	1/2 Cup	Spanish Rice w/Meat	1-1/4 Cup	Chili Mac	1 1/4 Cup	Turkey Tetrazzini	3/4 Cup	Country Stew	3/4 Cup	Scalloped Pot w T Ham	1 1/4 Cup
Spaghetti	1 Cup	Pasta Salad	1 Cup	Seasoned Corn	1/2 Cup	Coleslaw	1/2 Cup	Macaroni	1 Cup	Rice	1 Cup	Green Beans	1/2 Cup
Green Beans	1/2 Cup	Carrots	1/2 Cup	Cornbread	1 1/48 Cut	Cornbread	1 1/48 Cut	Mixed Vegetables	1/2 Cup	Cabbage & Carrots	1/2 Cup	Cornbread	1 1/48 Cut
Wheat Roll	1 Each	Wheat Bread	2 Slice	Margarine	1/2 WZ	Margarine	1/2 WZ	Wheat Roll	1 Each	Wheat Roll	1 Each	Margarine	1/2 WZ
Margarine	1/2 WZ	Fruit	1 Each	Applesauce	1/2 Cup	Fruit	1 Each	Margarine	1/2 WZ	Margarine	1/2 WZ	Applesauce	1/2 Cup
Applesauce	1/2 Cup	Milk	1 Each	Milk	1 Each	Milk	1 Each	Applesauce	1/2 Cup	Fruit	1 Each	Milk	1 Each
Milk	1 Each							Milk	1 Each	Milk	1 Each		
Dinner													
Chicken Patty	1 Each	Turkey Ala King	3/4 Cup	Salisbury Patty	4 Ounce Patty	Fish Patty	1 Each	Turkey Frankfurter	2 Each	Meatloaf	4 Wz	Chili	3/4 Cup
Country Cream Gravy	2 FZ	Rotini	1 Cup		2 FZ	Herbed Rice	1 Cup	Oven Browned Potatoes	1 Cup	Brown Gravy	2 FZ	Rice	1 Cup
Rice Pilaf	1 Cup	Peas	1/2 Cup	Brown Gravy	1 Cup	Mixed Vegetables	1/2 Cup	Chili Beans	1/2 Cup	Mashed Potatoes	1 Cup	Seasoned Corn	1/2 Cup
Mixed Vegetables	1/2 Cup	Biscuit	1 Each 1/48 Cut	Mashed Potatoes	1/2 Cup	Wheat Roll	1 Each	Hot Dog Bun	2 Each	Broccoli	1/2 Cup	Cornbread	1 1/48 Cut
Wheat Bread	2 Slice			Broccoli	1 Each	Margarine	1/2 WZ	Mustard	1 FZ	Wheat Bread	2 Slice	Margarine	1/2 WZ
Margarine	1/2 WZ	Margarine	1/2 WZ	Wheat Roll	1/2 WZ	Tartar Sauce	1 FZ	Ketchup	1 FZ	Margarine	1/2 WZ	Cake	1/48 Cut
Cake	1 1/48 Cut	Iced Cake	1/48 Slice	Margarine	1/48 Slice	Cake	1 1/48 Cut	Iced Cake	1/48 Slice	Iced Cake	1/48 Cut	Beverage	1 Cup
Beverage	1 Cup	Beverage	1 Cup	Iced Cake	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup		
				Beverage									

Dietary Consultant Laura Donnelly, R.D Approval Date 11/11/2020

Cycle Menus with Nutritional Analysis

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Regular** | **Week 5**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup
Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Breakfast Sausage	2 Wz	Peanut Butter	#16 Scoop	Egg Patty	1/2 Cup	Boiled Egg	2 Each	Gravy Breakfast Country	1 Cup	Peanut Butter	#16 Scoop	Boiled Egg	2 Each
Muffin	1/48 Cut	Biscuit	1 Each 1/48 Cut	Coffee Cake	1 1/48 Slice	Muffin	1/48 Cut	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut	Biscuit Cinnamon	1/48 Slice
Margarine PC	1 Each			Margarine PC	1 Each	Jelly	#60 Scoop			Jelly	#60 Scoop	Margarine PC	1 Each
Milk	1 Each	Jelly	#60 Scoop	Milk	1 Each	Milk	1 Each	Hash Brown	3/4 Cup	Milk	1 Each	Milk	1 Each
		Milk	1 Each					Milk	1 Each				
Lunch													
Sloppy Joe	1/2 Cup	Turkey Stir Fry	3/4 Cup	Shepherd's Pie	3/4 Cup	Taco Mix	3/4 Cup	Tuna Salad	1/2 Cup	Turkey Frankfurter	2 Each	BBQ Poultry	1/2 Cup
Italian Pasta Salad	1 Cup	Rice	1 Cup	Mashed Potatoes	1 Cup	Chili Beans	1 Cup	Macaroni Salad	1 Cup	BBQ Beans	1 Cup	Rice Pilaf	1 Cup
Coleslaw	1/2 Cup	Mixed Vegetables	1/2 Cup	Green Beans	1/2 Cup	Seasoned Corn	1/2 Cup	Peas	1/2 Cup	Mixed Vegetables	1/2 Cup	Carrots	1/2 Cup
Hamburger Bun	1 Each	Wheat Roll	1 Each	Biscuit	1 Each 1/48 Cut	Salsa	2 FZ	Wheat Bread	2 Slice	Hot Dog Bun	2 Each	Wheat Roll	1 Each
Ketchup	1 FZ	Margarine	1/2 WZ			Shredded Cheese	1/2 WZ	Fruit	1 Each	Mustard	1 FZ	Margarine	1/2 WZ
Fruit	1 Each	Applesauce	1/2 Cup	Margarine	1/2 WZ	Flour Tortilla	2 Each	Milk	1 Each	Applesauce	1/2 Cup	Fruit	1 Each
Milk	1 Each	Milk	1 Each	Fruit	1 Each	Applesauce	1/2 Cup			Milk	1 Each	Milk	1 Each
				Milk	1 Each	Milk	1 Each						
Dinner													
Turkey	4 WZ	Goulash	1-1/4 Cup	Chorizo Patty	4 Ounce Patty	Chicken Patty	1 Each	Burger Patty	4 Ounce Patty	Poultry Mac & Cheese	1 1/4 Cup	Fish Patty	1 Each
Brown Gravy	2 FZ	Broccoli	1/2 Cup			Potato Salad	1 Cup			Fried Cabbage	1/2 Cup	Baked Beans	1 Cup
Mashed Potatoes	1 Cup	Cornbread	1 1/48 Cut	Macaroni & Cheese	1 Cup	Green Beans	1/2 Cup	Oven Browned Potatoes	1 Cup	Wheat Roll	1 Each	Green Beans	1/2 Cup
Carrots	1/2 Cup	Margarine	1/2 WZ	Peas	1/2 Cup	Wheat Bread	2 Slice	Carrots	1/2 Cup	Margarine	1/2 WZ	Wheat Bread	2 Slice
Wheat Roll	1 Each	Iced Cake	1/48 Slice	Wheat Roll	1 Each	Ketchup	1 FZ	Ketchup	1 FZ	Cake	1/48 Cut	Tartar Sauce	1 FZ
Margarine	1/2 WZ	Beverage	1 Cup	Margarine	1/2 WZ	Iced Cake	1/48 Slice	Hamburger Bun	1 Each	Beverage	1 Cup	Iced Cake	1/48 Cut
Cake	1 1/48 Cut			Cake	1 1/48 Cut	Beverage	1 Cup	Cake	1 1/48 Cut			Beverage	1 Cup
Beverage	1 Cup			Beverage	1 Cup			Beverage	1 Cup				

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Cycle Menus with Nutritional Analysis

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Regular** | **Week 6**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup
Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Egg Patty	1/2 Cup	Peanut Butter	#16 Scoop	Breakfast Sausage	2 Wz	Boiled Egg	2 Each	Egg Patty	1/2 Cup	Peanut Butter	#16 Scoop	Boiled Egg	2 Each
Coffee Cake	1 1/48 Slice	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut	Biscuit Cinnamon	1/48 Slice	Pancakes	1/48 Slice	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut
Margarine PC	1 Each			Margarine PC	1 Each	Margarine PC	1 Each	Syrup	2 FZ			Margarine PC	1 Each
Milk	1 Each	Jelly	#60 Scoop	Milk	1 Each	Milk	1 Each	Margarine PC	1 Each	Jelly	#60 Scoop	Milk	1 Each
		Milk	1 Each					Milk	1 Each	Milk	1 Each		
Lunch													
Sweet & Sour Turkey	3/4 Cup	Turkey & Rice	1 1/4 Cup	Tamale Pie	3/4 Cup	Picadillo Casserole	1-1/4 Cup	Tuna Salad	1/2 Cup	Yakisoba	1 1/4 Cup	Burrito Filling	3/4 Cup
Rice	1 Cup	Peas	1/2 Cup	Tortilla Chips	1 WZ	Carrots	1/2 Cup	BBQ Beans	1 Cup	Broccoli	1/2 Cup	Mexican Rice	1 Cup
Mixed Vegetables	1/2 Cup	Cornbread	1 1/48 Cut	Spanish Rice	1 Cup	Cornbread	1 1/48 Cut	Coleslaw	1/2 Cup	Wheat Roll	1 Each	Seasoned Corn	1/2 Cup
Wheat Roll	1 Each	Margarine	1/2 WZ	Seasoned Corn	1/2 Cup	Margarine	1/2 WZ	Wheat Roll	1 Each	Margarine	1/2 WZ	Flour Tortilla	2 Each
Margarine	1/2 WZ	Fruit	1 Each	Cinnamon Applesauce	1/2 Cup	Fruit	1 Each	Cinnamon Applesauce	1/2 Cup	Fruit	1 Each	Salsa	2 FZ
Cinnamon Applesauce	1/2 Cup	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Cinnamon Applesauce	1/2 Cup
Milk	1 Each											Milk	1 Each
Dinner													
Salisbury Patty	4 Ounce Patty	Fish Patty	1 Each	Spaghetti Casserole	1-1/4 Cup	Meatloaf	4 Wz	Carne Guisada	3/4 Cup	Burger Patty	4 Ounce Patty	Turkey Ham	4 WZ
		Macaroni & Cheese	1 Cup	Mixed Vegetables	1/2 Cup	Country Cream Gravy	2 FZ	Seasoned Rice	1 Cup			Cheesy Rotini	1 Cup
Brown Gravy	2 FZ	Coleslaw	1/2 Cup	Wheat Roll	1 Each	Mashed Potatoes	1 Cup	Fried Cabbage	1/2 Cup	Potato Salad	1 Cup	Peas	1/2 Cup
Scalloped Potatoes	1 Cup	Wheat Bread	2 Slice	Margarine	1/2 WZ	Green Beans	1/2 Cup	Cornbread	1 1/48 Cut	Carrots	1/2 Cup	Wheat Roll	1 Each
Carrots	1/2 Cup	Tartar Sauce	1 FZ	Cake	1/48 Cut	Wheat Bread	2 Slice	Margarine	1/2 WZ	Hamburger Bun	1 Each	Margarine	1/2 WZ
Wheat Bread	2 Slice	Iced Cake	1/48 Slice	Beverage	1 Cup	Margarine	1/2 WZ	Iced Cake	1/48 Slice	Ketchup	1 FZ	Iced Cake	1/48 Slice
Margarine	1/2 WZ	Beverage	1 Cup			Cake	1 1/48 Cut	Beverage	1 Cup	Cake	1 1/48 Cut	Beverage	1 Cup
Cake	1 1/48 Cut					Beverage	1 Cup			Beverage	1 Cup		
Beverage	1 Cup												

Dietary Consultant Laura Donnelly, R.D Approval Date 11/11/2020

Cycle Menus with Nutritional Analysis

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Regular** | **Week 7**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup
Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Breakfast Sausage	2 Wz	Peanut Butter	#16 Scoop	Egg Patty	1/2 Cup	Boiled Egg	2 Each	Gravy Breakfast Country	1 Cup	Peanut Butter	#16 Scoop	Boiled Egg	2 Each
Muffin	1/48 Cut	Biscuit	1 Each 1/48 Cut	Coffee Cake	1 1/48 Slice	Muffin	1/48 Cut	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut	Biscuit Cinnamon	1/48 Slice
Margarine PC	1 Each			Margarine PC	1 Each	Jelly	#60 Scoop			Jelly	#60 Scoop	Margarine PC	1 Each
Milk	1 Each	Jelly	#60 Scoop	Milk	1 Each	Milk	1 Each	Hash Brown	3/4 Cup	Milk	1 Each	Milk	1 Each
		Milk	1 Each					Milk	1 Each				
Lunch													
Meat Sauce	3/4 Cup	Tuna Salad	1/2 Cup	Spanish Rice w/Meat	1-1/4 Cup	Chili Mac	1 1/4 Cup	Turkey Tetrazzini	3/4 Cup	Country Stew	3/4 Cup	Scalloped Pot w T Ham	1 1/4 Cup
Spaghetti	1 Cup	Pasta Salad	1 Cup	Seasoned Corn	1/2 Cup	Coleslaw	1/2 Cup	Macaroni	1 Cup	Rice	1 Cup	Green Beans	1/2 Cup
Green Beans	1/2 Cup	Carrots	1/2 Cup	Cornbread	1 1/48 Cut	Cornbread	1 1/48 Cut	Mixed Vegetables	1/2 Cup	Cabbage & Carrots	1/2 Cup	Cornbread	1 1/48 Cut
Wheat Roll	1 Each	Wheat Bread	2 Slice	Margarine	1/2 WZ	Margarine	1/2 WZ	Wheat Roll	1 Each	Wheat Roll	1 Each	Margarine	1/2 WZ
Margarine	1/2 WZ	Fruit	1 Each	Applesauce	1/2 Cup	Fruit	1 Each	Margarine	1/2 WZ	Margarine	1/2 WZ	Applesauce	1/2 Cup
Applesauce	1/2 Cup	Milk	1 Each	Milk	1 Each	Milk	1 Each	Applesauce	1/2 Cup	Fruit	1 Each	Milk	1 Each
Milk	1 Each							Milk	1 Each	Milk	1 Each		
Dinner													
Chicken Patty	1 Each	Turkey Ala King	3/4 Cup	Salisbury Patty	4 Ounce Patty	Fish Patty	1 Each	Turkey Frankfurter	2 Each	Meatloaf	4 Wz	Chili	3/4 Cup
Country Cream Gravy	2 FZ	Rotini	1 Cup	Brown Gravy	2 FZ	Herbed Rice	1 Cup	Oven Browned Potatoes	1 Cup	Brown Gravy	2 FZ	Rice	1 Cup
Rice Pilaf	1 Cup	Peas	1/2 Cup	Mashed Potatoes	1 Cup	Mixed Vegetables	1/2 Cup	Chili Beans	1/2 Cup	Mashed Potatoes	1 Cup	Seasoned Corn	1/2 Cup
Mixed Vegetables	1/2 Cup	Biscuit	1 Each 1/48 Cut	Broccoli	1/2 Cup	Wheat Roll	1 Each	Hot Dog Bun	2 Each	Broccoli	1/2 Cup	Cornbread	1 1/48 Cut
Wheat Bread	2 Slice			Wheat Roll	1 Each	Margarine	1/2 WZ	Mustard	1 FZ	Wheat Bread	2 Slice	Margarine	1/2 WZ
Margarine	1/2 WZ	Margarine	1/2 WZ	Margarine	1/2 WZ	Tartar Sauce	1 FZ	Ketchup	1 FZ	Margarine	1/2 WZ	Cake	1/48 Cut
Cake	1 1/48 Cut	Iced Cake	1/48 Slice	Iced Cake	1/48 Slice	Cake	1 1/48 Cut	Iced Cake	1/48 Slice	Iced Cake	1/48 Cut	Beverage	1 Cup
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup		

Dietary Consultant Laura Donnelly, R.D Approval Date 11/11/2020

Cycle Menus with Nutritional Analysis

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Regular** | **Week 8**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup	Beverage	1 Cup
Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cinnamon Oatmeal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Egg Patty	1/2 Cup	Peanut Butter	#16 Scoop	Breakfast Sausage	2 Wz	Boiled Egg	2 Each	Egg Patty	1/2 Cup	Peanut Butter	#16 Scoop	Boiled Egg	2 Each
Coffee Cake	1 1/48 Slice	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut	Biscuit Cinnamon	1/48 Slice	Pancakes	1/48 Slice	Biscuit	1 Each 1/48 Cut	Muffin	1/48 Cut
Margarine PC	1 Each			Margarine PC	1 Each	Margarine PC	1 Each	Syrup	2 FZ			Margarine PC	1 Each
Milk	1 Each	Jelly	#60 Scoop	Milk	1 Each	Milk	1 Each	Margarine PC	1 Each	Jelly	#60 Scoop	Milk	1 Each
		Milk	1 Each					Milk	1 Each	Milk	1 Each		
Lunch													
Sloppy Joe	1/2 Cup	Turkey Stir Fry	3/4 Cup	Shepherd's Pie	3/4 Cup	Taco Mix	3/4 Cup	Tuna Salad	1/2 Cup	Turkey Frankfurter	2 Each	BBQ Poultry	1/2 Cup
Italian Pasta Salad	1 Cup	Rice	1 Cup	Mashed Potatoes	1 Cup	Chili Beans	1 Cup	Macaroni Salad	1 Cup	BBQ Beans	1 Cup	Rice Pilaf	1 Cup
Coleslaw	1/2 Cup	Mixed Vegetables	1/2 Cup	Green Beans	1/2 Cup	Seasoned Corn	1/2 Cup	Peas	1/2 Cup	Mixed Vegetables	1/2 Cup	Carrots	1/2 Cup
Hamburger Bun	1 Each	Wheat Roll	1 Each	Biscuit	1 Each 1/48 Cut	Salsa	2 FZ	Wheat Bread	2 Slice	Hot Dog Bun	2 Each	Wheat Roll	1 Each
Ketchup	1 FZ	Margarine	1/2 WZ			Shredded Cheese	1/2 WZ	Fruit	1 Each	Mustard	1 FZ	Margarine	1/2 WZ
Fruit	1 Each	Applesauce	1/2 Cup	Margarine	1/2 WZ	Flour Tortilla	2 Each	Milk	1 Each	Applesauce	1/2 Cup	Fruit	1 Each
Milk	1 Each	Milk	1 Each	Fruit	1 Each	Applesauce	1/2 Cup			Milk	1 Each	Milk	1 Each
				Milk	1 Each	Milk	1 Each						
Dinner													
Turkey	4 WZ	Goulash	1-1/4 Cup	Chorizo Patty	4 Ounce Patty	Chicken Patty	1 Each	Burger Patty	4 Ounce Patty	Poultry Mac & Cheese	1 1/4 Cup	Fish Patty	1 Each
Brown Gravy	2 FZ	Broccoli	1/2 Cup			Potato Salad	1 Cup			Fried Cabbage	1/2 Cup	Baked Beans	1 Cup
Mashed Potatoes	1 Cup	Cornbread	1 1/48 Cut	Macaroni & Cheese	1 Cup	Green Beans	1/2 Cup	Oven Browned Potatoes	1 Cup	Wheat Roll	1 Each	Green Beans	1/2 Cup
Carrots	1/2 Cup	Margarine	1/2 WZ	Peas	1/2 Cup	Wheat Bread	2 Slice	Carrots	1/2 Cup	Margarine	1/2 WZ	Wheat Bread	2 Slice
Wheat Roll	1 Each	Iced Cake	1/48 Slice	Wheat Roll	1 Each	Ketchup	1 FZ	Ketchup	1 FZ	Cake	1/48 Cut	Tartar Sauce	1 FZ
Margarine	1/2 WZ	Beverage	1 Cup	Margarine	1/2 WZ	Iced Cake	1/48 Slice	Hamburger Bun	1 Each	Beverage	1 Cup	Iced Cake	1/48 Cut
Cake	1 1/48 Cut			Cake	1 1/48 Cut	Beverage	1 Cup	Cake	1 1/48 Cut			Beverage	1 Cup
Beverage	1 Cup			Beverage	1 Cup			Beverage	1 Cup				

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Cycle Menus with Nutritional Analysis

NetMenu

Average Cycle Nutrition Analysis By Diet

CITY OF LAS VEGAS NV 2020 **SUMMARY**

Diet: Regular

	KCAL KCAL	PRO Gram	CHO Gram	FAT Gram	VITA_RAE MCG	VITC MG	CA MG	FE MG	NA MG	TDFB Gram	SFA Gram	FATRN Gram					
Week 1	2,896.43	93.62	360.68	125.01	1,280.43	218.83	1,391.86	25.38	3,888.57	25.80	32.59	7.12	NaN	NaN	NaN	NaN	NaN
Week 2	2,937.43	99.49	362.04	126.07	1,383.29	213.86	1,417.14	26.21	3,880.57	28.80	33.79	5.91	NaN	NaN	NaN	NaN	NaN
Week 3	2,879.86	94.69	355.97	125.04	1,348.00	218.77	1,416.86	25.81	3,992.86	27.01	33.59	5.84	NaN	NaN	NaN	NaN	NaN
Week 4	2,884.29	93.83	359.01	124.12	1,298.57	217.21	1,371.14	25.10	3,823.00	25.69	32.54	7.46	NaN	NaN	NaN	NaN	NaN
Week 5	2,949.57	99.27	363.71	126.96	1,365.14	215.47	1,437.86	26.50	3,946.14	28.91	33.83	5.56	NaN	NaN	NaN	NaN	NaN
Week 6	2,867.71	94.90	354.30	124.15	1,366.14	217.16	1,396.14	25.52	3,927.29	26.90	33.55	6.18	NaN	NaN	NaN	NaN	NaN
Week 7	2,896.43	93.62	360.68	125.01	1,280.43	218.83	1,391.86	25.38	3,888.57	25.80	32.59	7.12	NaN	NaN	NaN	NaN	NaN
Week 8	2,937.43	99.49	362.04	126.07	1,383.29	213.86	1,417.14	26.21	3,880.57	28.80	33.79	5.91	NaN	NaN	NaN	NaN	NaN

Cycle Average

Total	2,906.14	96.11	359.80	125.30	1,338.16	216.75	1,405.00	25.76	3,903.45	27.21	33.28	6.39	0.00	0.00	0.00	0.00	0.00

Kosher Menus

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Kosher** | **Week 1**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Peanut Butter	2 Each	Boiled Egg	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each
Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each
Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each
Lunch													
Kosher Spaghetti	3/4 Cup	Kosher Ala King	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Peanut Butter	3 Each	Kosher Ala King	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		
Dinner													
Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Spaghetti	3/4 Cup	Peanut Butter	3 Each	Kosher Chili	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Kosher Menus

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Kosher** | **Week 2**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each
Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each
Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each
Lunch													
Kosher Spaghetti	3/4 Cup	Kosher Ala King	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Peanut Butter	3 Each	Kosher Ala King	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		
Dinner													
Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Spaghetti	3/4 Cup	Peanut Butter	3 Each	Kosher Chili	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		

Dietary Consultant Laura Donnelly, R.D Approval Date 11/11/2020

Kosher Menus

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Kosher** | **Week 3**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each
Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each
Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each
Lunch													
Kosher Spaghetti	3/4 Cup	Kosher Ala King	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Peanut Butter	3 Each	Kosher Ala King	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		
Dinner													
Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Spaghetti	3/4 Cup	Peanut Butter	3 Each	Kosher Chili	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Kosher Menus

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Kosher** | **Week 4**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each
Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each
Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each
Lunch													
Kosher Spaghetti	3/4 Cup	Kosher Ala King	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Peanut Butter	3 Each	Kosher Ala King	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		
Dinner													
Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Spaghetti	3/4 Cup	Peanut Butter	3 Each	Kosher Chili	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		

Dietary Consultant Laura Donnelly, R.D Approval Date 11/11/2020

Kosher Menus

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Kosher** | **Week 5**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each
Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each
Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each
Lunch													
Kosher Spaghetti	3/4 Cup	Kosher Ala King	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Peanut Butter	3 Each	Kosher Ala King	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		
Dinner													
Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Spaghetti	3/4 Cup	Peanut Butter	3 Each	Kosher Chili	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		

Dietary Consultant Laura Donnelly, R.D Approval Date 11/11/2020

Kosher Menus

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Kosher** | **Week 6**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each
Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each
Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each
Lunch													
Kosher Spaghetti	3/4 Cup	Kosher Ala King	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Peanut Butter	3 Each	Kosher Ala King	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		
Dinner													
Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Spaghetti	3/4 Cup	Peanut Butter	3 Each	Kosher Chili	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Kosher Menus

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Kosher** | **Week 7**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each
Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each
Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each
Lunch													
Kosher Spaghetti	3/4 Cup	Kosher Ala King	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Peanut Butter	3 Each	Kosher Ala King	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		
Dinner													
Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Spaghetti	3/4 Cup	Peanut Butter	3 Each	Kosher Chili	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Kosher Menus

Trinity Services Group | **CITY OF LAS VEGAS NV 2020** | **Kosher** | **Week 8**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Breakfast													
Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup	Cold Cereal	1 1/2 Cup
Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each	Boiled Egg	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each	Flour Tortilla	2 Each
Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each	Jelly PC	1 Each
Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each	Milk	1 Each
Lunch													
Kosher Spaghetti	3/4 Cup	Kosher Ala King	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Peanut Butter	3 Each	Kosher Ala King	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		
Dinner													
Kosher Sweet & Sour	3/4 Cup	Kosher Red Beans Rice	3/4 Cup	Kosher Chili	3/4 Cup	Kosher Sweet & Sour	3/4 Cup	Kosher Spaghetti	3/4 Cup	Peanut Butter	3 Each	Kosher Chili	3/4 Cup
Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Flour Tortilla	3 Each	Jelly PC	1 Each	Flour Tortilla	3 Each
Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Carrot Sticks	1 Cup	Flour Tortilla	4 Each	Carrot Sticks	1 Cup
Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Carrot Sticks	1 Cup	Italian Dressing PC	2 Each
Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Duplex Cookies	4 Each	Italian Dressing PC	2 Each	Duplex Cookies	4 Each
Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Beverage	1 Each	Duplex Cookies	4 Each	Beverage	1 Each
										Beverage	1 Each		

Dietary Consultant Laura Donnelly, R.D

Approval Date 11/11/2020

Staff Dining

Trinity understands the stressful environment and responsibilities that the staff and officers have to deal with each day. We attempt to offer relief from that environment by providing a high quality food service program to your staff and officers to promote morale, nutritional value, and a pleasant diversion from their daily duties.



City of Las Vegas Officer Dining Room Menu

Week 1	Week 2	Week 3	Week 4
			
Monday Lasagna, Mixed Vegetables, Garlic Bread	**Monday** Mama's Meatloaf w/ Country Gravy, Mashed Potatoes and Green Beans, Grilled Chicken Breast	**Monday** Parmesan Chicken Pasta, Brussel Sprouts, Garlic Bread	**Monday** Linguine Chicken Alfredo w/ Garlic Bread, Side Salad, Grilled Chicken Breast
Tuesday Baked Chicken Quarter, Roasted Red Potatoes, Steamed Broccoli	**Tuesday** Mostaccioli and Italian Sausage w/ Marinara, Garlic Brad, Side Salad,	**Tuesday** Salisbury Steak w/ Mushroom Gravy, Mashed Potatoes, Peas and Carrots	**Tuesday** Country Fried Steak w/ Country Gravy, Mashed Potatoes, Buttered Carrots
Wednesday Patty Melt, Homemade Potato Chips, Seasonal Fruit	**Wednesday** Baked Potato Bar, Soup of the Day, Garlic Bread	**Wednesday** Pulled Roast Pork Carnitas with Black Beans and Cilantro Lime Rice	**Wednesday** Bacon Cheeseburger w/ Fries, Soup of the Day, *Garlic Bread, *Vegan Cheesy Noodles
Thursday 6-inch Sub Sandwich (Hot or Cold), Homemade Potato Chips, Side Salad	**Thursday** BBQ Baked Chicken Quarter, Roasted Red Potatoes, Steamed Broccoli	**Thursday** 6-inch Sub Sandwich (Hot or Cold), Homemade Potato Chips, Side Salad	**Thursday** Chicken Tenders, Macaroni and Cheese, Side Salad
Friday Teriyaki Chicken Stir fry over steamed Rice /Lo Mein, Asian Vegetables	**Friday** Pot Roast and Gravy with Roasted Potatoes and Carrots, Teriyaki Chicken Breast	**Friday** Fish Tacos, Yellow Rice, Black Bean Salad Grilled Chicken Breast	**Friday** French Dip Sandwich, Cheese, Au Jus, Homemade Potato Chips, Cole Slaw, Teriyaki Chicken Breast
Saturday Pulled Roast Pork with Baked Beans and Cole Slaw,	**Saturday** Buffalo Chicken Wings, Celery and Carrot Sticks w/ Ranch, French Fries	**Saturday** Deconstructed Chicken Pot Pie over Puff Pastry, Parsely Potatoes, Peas & Carrots,	**Saturday** Buffalo Chicken Wings, Celery and Carrot Sticks w/ Ranch, French Fries
Sunday Chicken Fajitas with Spanish Rice and Refried Beans	**Sunday** Pork Chili Verde with Spanish Rice, Charro Beans, Baked Lemon Garlic Fish	**Sunday** Chicken Enchiladas w/ Corn Tortillas, Spanish Rice, Refried Beans, Baked Cod Garlic Fish	**Sunday** Taco Salad with Spanish Rice, Charro Beans, Baked Lemon Garlic Fish

*Vegan Items

Salad Bar, BBQ Burger Bar, Pizza Bar, Soup Bar, and Sub Sandwich Bar EVERYDAY!

ASSORTED DESSERTS and BEVERAGES OFFERED DAILY

Trinity Take-Out

The City of Las Vegas can reinforce positive inmate behavior, boost morale, and provide great meals to staff with Trinity Take-Out!

Inmates who qualify with good behavior would be eligible to purchase one of any number of high-quality meals. Trinity Take Out (TTO) meals are prepared fresh in the kitchen and brought out on a cart for immediate distribution. Facility Staff can also purchase these quality meals. The public can also visit the Trinity Take-Out user-friendly website to order meals or menu items for their loved ones.



Sample Operating Plan

- *Distribute monthly calendar for available meals*
- *Facility approves all menu items*
- *Full menu distributed a week before delivery*
- *Eligible "Good Behavior" inmates receive the menu*
- *Orders are collected, and funds are debited from the inmates' account*
- *Food is prepared and delivered fresh*
- *If an inmate is unable to receive the order, money is not refunded*

Sample Delivery Schedule

- *Inmate eligibility determined each Friday*
- *Orders collected by 8:00 am Saturday*
- *Inmates limited to one item a week*
- *Delivery between Noon & 1:00 pm Saturday*
- *ID badge needed to receive order*

The TTO menu includes the following items, but we can also work with you to develop recipes and menu items for regional favorites.

- 100% All Beef Burger
- 100% All Beef Cheeseburger
- Loaded Ground Beef Nachos
- Loaded Ground Beef Burrito
- Chef Salad
- Italian Meatball Hoagie
- Classic Philly Cheese Steak
- Chili Cheese All Beef Frank
- Classic All Beef Pepperoni Pizza
- Classic Vegetable Pizza
- Chicken Parmesan Kaiser
- Chili Cheese Loaded Baked Potato
- Navajo Taco
- Chicken Tender Meal
- Southern Fried Chicken with Buttermilk Bath
- Cuban Sandwich
- Outrageous Brownie
- Double Chocolate Chip Brownie
- Cinnamon Roll with Cream Cheese Frosting

Navajo Taco



100% All Beef Cheeseburger



Cuban



Chef Salad



Southern Fried Chicken with Buttermilk Bath



Outrageous Brownie



Chicken Parmesan Kaiser



Cinnamon Roll with Cream Cheese Frosting



Chili Cheese Loaded Baked Potato



Classic Philly Cheese Steak



Classic All Beef Pepperoni Pizza



Classic Vegetable Pizza



Double Chocolate Chip Brownie



Italian Meatball Hoagie



Loaded Ground Beef Burrito



Loaded Ground Beef Nachos



c. Quality of Food and Inventory Control Methods

Trinity provides quality food service to the correctional environment. Our staff is always on alert, monitoring all phases of food production and service, which includes purchasing, receiving, and storage of food. The result is a high-quality, safe menu for inmates at an affordable price for the facility.

A Quality Assurance program is in effect in all our facilities and encompasses all aspects of the food service operation. If one step of an operation does not meet the stated standard, on-site management immediately performs corrective action. A facility may require a tailored version of the criteria to meet their physical plant or contract's unique requirements. Quarterly audit procedures document the effectiveness of each system. ***Our quality assurance program is based on the American Correctional Association (ACA) Standards***



Food Safety Policy

To maintain our position as a premier food service management company and achieve our business objectives, we believe it is essential that food safety becomes an intrinsic part of our business plan. We understand that the prevention of foodborne illness and good sanitation practices bring tangible benefits to our workforce, clients, shareholders, and company. By maintaining an effective food safety policy, we meet legal obligations and perform due diligence within the organization.

Each site must have a unique document (or Food Safety Manual) dedicated to food safety and sanitation practices, which contains policies, operating procedures, and technical resources. Each unit manager is also responsible for monitoring their unit's food safety and sanitation procedures and performing a monthly food safety inspection. It is the unit manager's responsibility to correct any deficiencies noted on self-inspections.

Quality Assurance Manual



Our quality assurance standards are based on the FDA Food Code. They are housed in the comprehensive Quality Assurance Standards and Solutions Manual, including standard operating procedures, sanitation standard operating procedures, and HACCP compliance plans. Unique to this manual is the identification of detailed solutions and helpful information for each standard.

Another component of our Quality Assurance program is Trinity's Quality Assurance Manual. A copy of this manual is available for reference in each Trinity operating unit. We have included excerpts from the manual following.



PREPARATION/PRODUCTION 4.4

Cooking CCP

Purpose: Thorough cooking ensures sufficient cooking temperatures and times required to eliminate pathogens that may be present in foods.

Standard	Solutions and Helpful Information

[Critical] Raw animal foods such as eggs, fish, meat, poultry, and foods containing these items, must be cooked to heat all parts of the food to a temperature and for a time that complies with one of the following methods based on the food that is being cooked.
• Raw shell eggs not prepared for an individual customer for immediate service, such as scrambled eggs, quiche, and bread pudding
• 165°F/74°C or above for 15 seconds for:
  ○ Poultry.
  ○ Stuffed pasta.
  ○ Soups.
• Fruits and vegetables that are cooked for hot holding must be cooked to at least a temperature of 140°F/60°C.
	Always use approved thermometers to check temperatures before the cooking process is ended.
	Do not rely on cooking time, appearance, including the color of the juices or the center of the patty, feel, or instinct as an indicator of adequate cooking. Foodborne illness outbreaks associated with inadequate cooking of hamburgers have demonstrated the importance of accurately checking internal temperature.
	For your convenience, a summary chart of minimum cooking temperatures and holding times is provided immediately following this standard.

HACCP Compliance Plan Cooking is a Critical Control Point (CCP) for many foods. All Trinity team members who are responsible for cooking of potentially hazardous foods, are likewise responsible for, careful monitoring of cooking temperatures and times, without exception.	Once again, a thermocouple is the only device suitable for accurately measuring the temperature of food less than 2 inches/5 cm thick, such as eggs and hamburger patties. Foodborne illness outbreaks associated with inadequate cooking of eggs and hamburgers have demonstrated the importance of accurately checking internal temperatures associated with these products.

Continued on next page.

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PREPARATION/PRODUCTION 4.4	
Cooking CCP	
Purpose: Thorough cooking ensures sufficient cooking temperatures and times required to eliminate pathogens that may be present in foods.	
Standard	**Solutions and Helpful Information**
Monitoring Check product temperatures before the cooking process is ended.	Always use approved thermometers. Do not rely on cooking time, appearance, feel, or instinct as an indicator of adequate cooking. Internal product temperature is an important critical control point that must be effectively monitored. Proper cooking represents an opportunity to eliminate most hazards associated with foodborne pathogens that may be present. Team members must be absolutely certain that required product temperatures have been reached before the cooking process is ended, without exception.
Corrective Action Continue cooking items that have yet to reach required minimum temperatures.	
Record-Keeping Record cooking temperatures in the designated column on the day's production sheet. *Note: All production sheets must have a 'temperature' and 'initials' section. As well, the temperature standard(s) must be stated on the form, and a place for a manager to sign the sheet must be provided.*	Remember, the reason for monitoring cooking temperatures/times is to take corrective action! The important thing is what you do with the information you gather; not how much 'paper' (records) you accumulate.
Verification The unit manager or his/her designated person in charge is responsible for daily oversight and formal verification at least weekly of routine monitoring of cooking temperatures/times.	Unit managers are required to formally verify, at least weekly, that critical control points are effectively monitored. All Trinity temperature log sheets, including production sheets, require review and approval at least weekly by a manager, including their signature following this oversight.
Note: In all cases, compliance with stricter jurisdictional requirements is necessary.	

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PREPARATION/PRODUCTION 4.13

Preventing Contamination from Gloves

Purpose: Contamination of food by direct or indirect contact with gloves that are not clean and sanitary must be prevented.

Standard	Solutions and Helpful Information
Single-use gloves must be used for only one task, such as working with ready-to-eat food or with raw animal food, and used for no other purpose.	For example, change gloves (and wash hands) after handling produce for tossed salad and before cutting desserts.
Single-use gloves must be discarded when damaged or soiled, or when interruptions occur in the operation.	For example, change gloves (and wash hands) before returning to work when called away from food handling for a pre-service meeting. Additional information regarding ***Single-Use Gloves*** may be found in Section 6.
Cut-resistant gloves that are used to protect the hands during operations requiring cutting or cleaning of sharp objects must be maintained clean and sanitary. Cut-resistant gloves that are used to protect the hands during operations requiring cutting must be covered with a single-use glove.	Cut-resistant gloves are not easily cleaned and sanitized. When used repeatedly and soiled, cut-resistant gloves can become breeding grounds for pathogens that could be transferred to food. Cut-resistant gloves should be cleaned manually and hung by the fingertips to dry. Machine washing is not recommended. Trinity has established the following guidelines for the use of cut-resistant gloves to prevent contamination of food: • Always wear a disposable glove over a cut-resistant glove for all cutting tasks, without exception. • Clean and sanitize cut-resistant gloves between uses. ○ Reminder: Always wash hands when changing gloves!

Continued on next page.

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PREPARATION/PRODUCTION 4.13	
Preventing Contamination from Gloves	
Purpose: Contamination of food by direct or indirect contact with gloves that are not clean and sanitary must be prevented.	
Standard	**Solutions and Helpful Information**

	• Clean and sanitize cut-resistant gloves after they are used for cleaning of sharp equipment and utensils; for example, slicers, knives, etc.
	• Follow cleaning and sanitizing instructions provided by the manufacturer.
	  ○ Wash gloves with soapy water by putting on and rubbing hands together.
	  ○ Rinse gloves with clear, warm water from the fingertips toward the cuff. Do not flush from the inside toward the fingertips!
	  ○ Always air-dry after sanitizing.
	
	S7 Information regarding ***Manual Warewashing*** may be found in Section 7.

Note: In all cases, compliance with stricter jurisdictional requirements is necessary.	

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Quality Checkpoints

The following is a list of all areas covered by our Quality Assurance program, including the Quality Checkpoints for each area.

Menu Planning

- Because of the unique production/ service system found in a correctional environment, menus must include special planning considerations in addition to traditional requirements.
- In the planning of all meals, food flavor, texture, temperature, appearance, and palatability are taken into consideration
- Meals are served according to a routine schedule, three times each 24 hours
- One, two, or three meals will contain hot foods, as agreed upon
- Local and ethnic food preferences are included in selections
- Menus meet or exceed Recommended Daily Dietary Allowances of essential nutrients
- All menu item nomenclature indicates the actual food served (per "Truth in Menu" Rules)
- All portion sizes stated on the menu are in edible portion form, unless otherwise stated
- Protein items found in entrées are expressed in weight portions, i.e., 2 oz, 8 oz
- All other menu items are stated in volume measurements, i.e., 1 c, 1/4 c
- Menus are planned 30 days in advance
- A nutritional analysis is completed on menus
- Menu substitutions are held to a minimum and are of like nutritional value
- Emergency menus are in place
- Menu/food preferences are documented and on file
- Menu plans on file, are dated and can document the exact food served to the inmate

Purchasing

- Purchasing specifications:
  - Clear, concise purpose of the item on the menu
  - Unit size, packaging requirements
  - Grades or quality standards stated
  - Copy of specifications to Vendor
- Seasonal and quantity buys are made
- Bid solicitations made to various vendors or prime vendor system in place and monitored for compliance

- Quantities required for par stock are stated
- Completed orders placed with vendors are sent to the warehouse for receiving procedures

Receiving

- Purchasing specifications with quality measures and receiving information are available
- Completed orders for each vendor, available in writing from buyer
- Shipments checked, quality standards meet
- 100 percent of meat items
- Invoice extensions are verified
- All food cases are dated when received
- Proper receiving equipment is used
- Trained personnel perform all receiving
- Items are placed in storage promptly
- Unacceptable items are refused and credit noted on the invoice
- Spot checks are made:
  - Portion-controlled items are checked to ensure that the allowance specified are met
  - Meats, chickens, etc. are unboxed and weight is verified
  - Cartons of fresh fruits and vegetables are checked for count and quality throughout the container

Storage

- First-in-first-out stock rotation method used
- Food is stored away from walls and the floor
- Pest control measures are taken
- Proper storage temperatures are maintained
  - Dry storage: 70°F
  - Refrigerated storage: 35 - 40°F
  - Freezer storage: 0 to -10°F
- All storage areas are locked
- A proper sanitation program is followed
- Temperatures of all refrigerated storage is logged
- Weekly inventory counted by someone other than the staff member responsible for storage
- Controlled items are secured

Ingredient Control and Processing

- Only items used for production are removed from storage
- First-in-first-out stock rotation is practiced
- Issuing is done by stockroom supervisor to only authorized and assigned personnel
- Standard recipes are adjusted to the population of the facility and are closely followed
- Food production is scheduled (Production Records) according to need; leftovers are explained
- Staff/inmate workers are trained to perform required tasks
- Staff/inmate workers are properly supervised
- Authorization of ingredient variations by unit manager
- Ingredients are weighed and measured per recipe
- Fresh produce processing:
  - Thorough water wash of all fruits and vegetables
  - Immediate refrigeration of vegetable salads
  - Sizing of raw fruits for eating to ensure portion control
  - Weight of edible portion versus purchased raw product called for on Production Records adjusted
- Raw meat processing:
  - Wash under cold, running water to remove old blood residue
  - Separate work stations for beef and poultry
  - Trim excess fat or discolored fat
  - Portion/weight control of sliced meats checked
- Ingredient assembly:
  - Staged and timed ingredient incorporation per standard recipes
  - For realized blending, mixing, and other incorporation procedures followed
  - Weight control of total raw ingredient combinations checked, i.e., yield of batch versus stated recipe yield

Food Preparation (Production Methods)

- Standard recipes extended to facility size
- Standard cooking methods, including temperature charts, in place
- Production records indicate:
  - Quantities of raw products
  - Freezer pull times
  - Cooking method and recipe number
  - Batching schedule to maximize batch cooking methods
  - Individual assigned and responsible

- Documented quality checks on flavor, texture and color (visual and taste)
- Food Production Manual, records are maintained daily
- Sanitary food-handling techniques are practiced

Portioning and Serving of Meals

- Service plans are prepared to include:
  - Cycle/day/meal
  - Menu item
  - Serving container (i.e., Full Size 2", Half Size 4")
  - Portion size
  - Serving utensil
- Tray diagram prepared, shows the location of each menu item
- Hot food and cold food serving line set-up diagram prepared and shows the location of each menu item
- Sanitation monitored continuously
- Any variations in service are recorded and corrective actions are noted
- Temperatures are constantly monitored to prevent dropping (or raising) into the food danger zone, between 40°F to 140°F
- Tray assessment performed at all three meal periods

Delivery of Meal (Adapted for each facility)

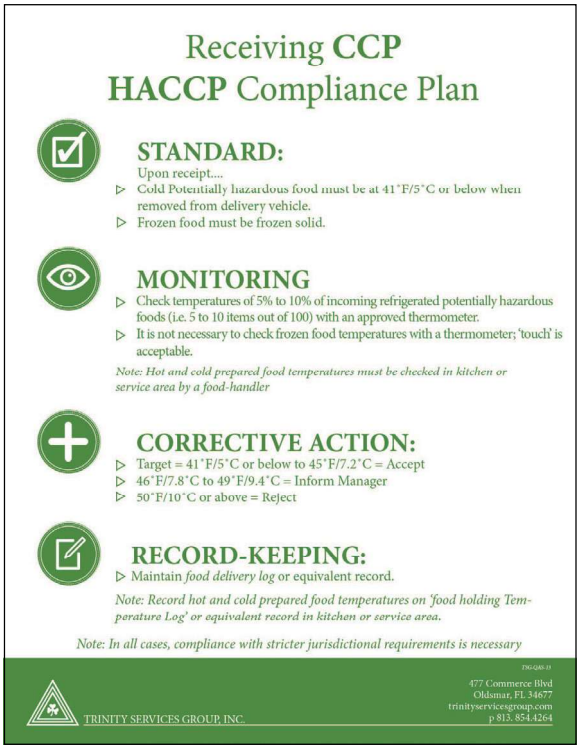
- Meal transmittal indicates:
  - Date/meal/day
  - Destination of meals
  - Total count of regular meals and medical diets
  - Signature of manager/supervisor who counted cold and hot trays, including diets and snacks
  - Signature of inmate/detainee to acknowledge receipt of medical diet
- Restricted medical diet trays are properly identified

Sanitation/Safety Program

- Each staff position is assigned specific cleaning duties
- The fire safety program is up-to-date and documented
- The in-service training program contains sanitation and safety programs that are presented on a routine basis. Attendance is mandatory.
- Dish machine temperatures taken are recorded three times daily during clean-up periods
- Weekly inspection of the facility for safety and sanitation compliance by on-site management

HACCP Procedures

Trinity Services Group uses standard HACCP procedures in all food service operations. We have provided some of our HACCP signage below.



Receiving CCP HACCP Compliance Plan

STANDARD:
Upon receipt....
- Cold Potentially hazardous food must be at 41°F/5°C or below when removed from delivery vehicle.
- Frozen food must be frozen solid.

MONITORING
- Check temperatures of 5% to 10% of incoming refrigerated potentially hazardous foods (i.e. 5 to 10 items out of 100) with an approved thermometer.
- It is not necessary to check frozen food temperatures with a thermometer; 'touch' is acceptable.

Note: Hot and cold prepared food temperatures must be checked in kitchen or service area by a food-handler

CORRECTIVE ACTION:
- Target = 41°F/5°C or below to 45°F/7.2°C = Accept
- 46°F/7.8°C to 49°F/9.4°C = Inform Manager
- 50°F/10°C or above = Reject

RECORD-KEEPING:
- Maintain *food delivery log* or equivalent record.

Note: Record hot and cold prepared food temperatures on 'food holding Temperature Log' or equivalent record in kitchen or service area.

Note: In all cases, compliance with stricter jurisdictional requirements is necessary

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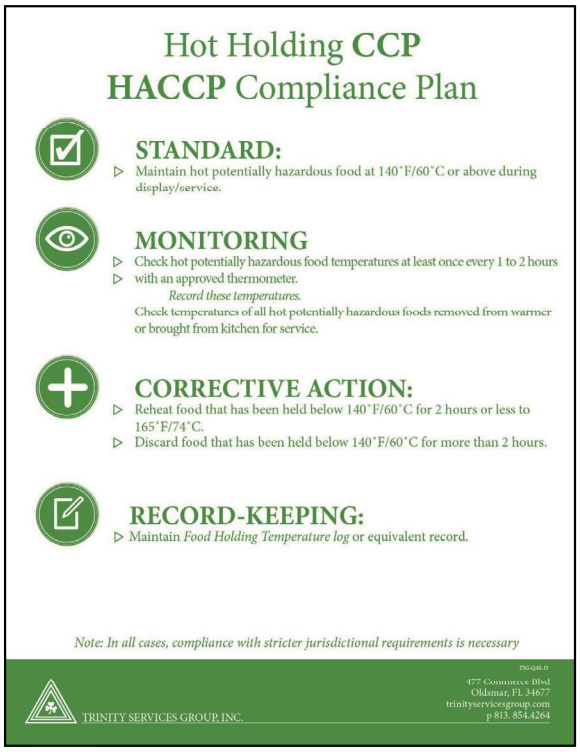

Hot Holding CCP HACCP Compliance Plan

STANDARD:
- Maintain hot potentially hazardous food at 140°F/60°C or above during display/service.

MONITORING
- Check hot potentially hazardous food temperatures at least once every 1 to 2 hours
- with an approved thermometer.

Record these temperatures.

Check temperatures of all hot potentially hazardous foods removed from warmer or brought from kitchen for service.

CORRECTIVE ACTION:
- Reheat food that has been held below 140°F/60°C for 2 hours or less to 165°F/74°C.
- Discard food that has been held below 140°F/60°C for more than 2 hours.

RECORD-KEEPING:
- Maintain *Food Holding Temperature log* or equivalent record.

Note: In all cases, compliance with stricter jurisdictional requirements is necessary

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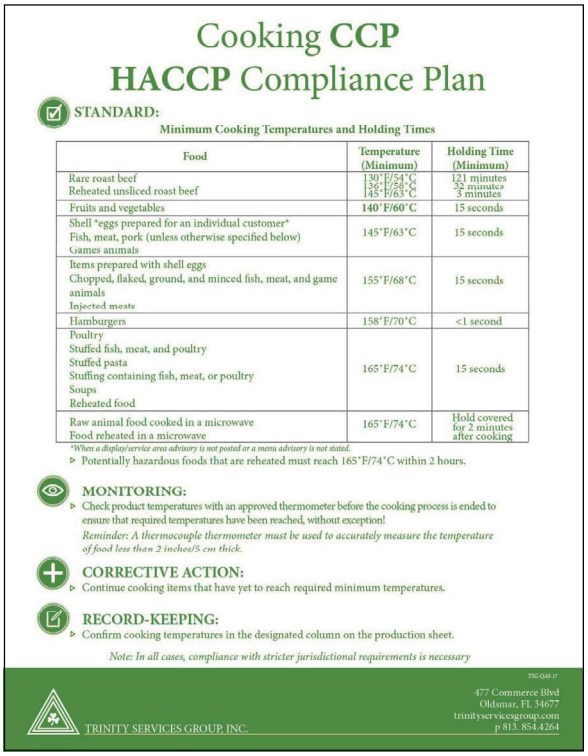

Cooking CCP HACCP Compliance Plan

STANDARD:

Minimum Cooking Temperatures and Holding Times

Food	Temperature (Minimum)	Holding Time (Minimum)
Rare roast beef Reheated unsliced roast beef	130°F/54°C 136°F/58°C 145°F/63°C	121 minutes 32 minutes 3 minutes
Fruits and vegetables	**140°F/60°C**	15 seconds
Shell *eggs prepared for an individual customer* Fish, meat, pork (unless otherwise specified below) Games animals	145°F/63°C	15 seconds
Items prepared with shell eggs Chopped, flaked, ground, and minced fish, meat, and game animals Injected meats	155°F/68°C	15 seconds
Hamburgers	158°F/70°C	<1 second
Poultry Stuffed fish, meat, and poultry Stuffed pasta Stuffing containing fish, meat, or poultry Soups Reheated food	165°F/74°C	15 seconds
Raw animal food cooked in a microwave Food reheated in a microwave	165°F/74°C	Hold covered for 2 minutes after cooking

*When a display/service area advisory is not posted or a menu advisory is not stated.

- Potentially hazardous foods that are reheated must reach 165°F/74°C within 2 hours.

MONITORING:
- Check product temperatures with an approved thermometer before the cooking process is ended to ensure that required temperatures have been reached, without exception!

Reminder: A thermocouple thermometer must be used to accurately measure the temperature of food less than 2 inches/5 cm thick.

CORRECTIVE ACTION:
- Continue cooking items that have yet to reach required minimum temperatures.

RECORD-KEEPING:
- Confirm cooking temperatures in the designated column on the production sheet.

Note: In all cases, compliance with stricter jurisdictional requirements is necessary

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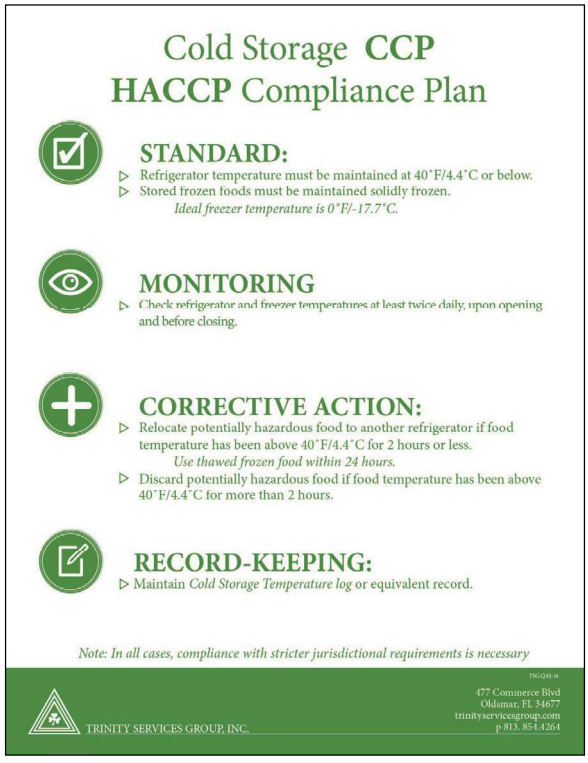

Cold Storage CCP HACCP Compliance Plan

STANDARD:
- Refrigerator temperature must be maintained at 40°F/4.4°C or below.
- Stored frozen foods must be maintained solidly frozen.

Ideal freezer temperature is 0°F/-17.7°C.

MONITORING
- Check refrigerator and freezer temperatures at least twice daily, upon opening and before closing.

CORRECTIVE ACTION:
- Relocate potentially hazardous food to another refrigerator if food temperature has been above 40°F/4.4°C for 2 hours or less.

Use thawed frozen food within 24 hours.

- Discard potentially hazardous food if food temperature has been above 40°F/4.4°C for more than 2 hours.

RECORD-KEEPING:
- Maintain *Cold Storage Temperature log* or equivalent record.

Note: In all cases, compliance with stricter jurisdictional requirements is necessary

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Continuous Improvement

Operational Performance Analysis Audit

Trinity uses a Unit-based Operational Performance Analysis workbook to make recommendations and determine corrective actions. While the audit report is not an all-inclusive "Corrective Action Plan," our District Manager reviews the results to decide whether to take if any corrective actions. If required, the District manager develops a comprehensive action plan for the operating unit to assist in improving the unit's overall performance.

The audit reviews three main components of an operation:

- Financial Performance
- Quality Assurance and Food Safety
- Client Satisfaction

Our District Managers perform regular follow-up visitations to ensure each unit has made any recommended improvements and to observe best practices to share with other Trinity operating units.

Operational Performance Analysis

Operation Number & Name:	Auditor:	Date:	SCORE
0	0 0	01/00/00	96.6%

CHAPTER: 2 Quality Assurance and Food Safety		Not Observed: 0.0%		Yes	No	Not App	Not Obs
Section: A Program Management							
Item #	Requirement	Standard/Reference	Comments				
	Permits and Licenses						
2.A.1.	The required business and/or Department of Health licenses or permits are current and posted.			○	◉	○	○
2.A.2.	The most current Health Inspection report is available.			○	○	○	○
2.A.3.	ServSafe Food Protection Manager certification for FSD/Manager is posted and current to within five years of exam date. The manager meets other local licensing requirements.			○	○	○	○
2.A.4.	Medical clearance is documented and current for staff and inmates.			○	○	○	○
2.A.5.	TSG employees wear ID badges per institutional policy.			○	○	○	○
2.A.6.	The Human Resources required signage is posted where it is visible to all Trinity employees.			○	○	○	○
	Training						
2.A.7.	Training and orientation in food safety and correctional food service is provided to Trinity food handlers within three days of hire.			○	○	○	○
2.A.8.	Diet training is provided to Trinity food handlers.			○	○	○	○
2.A.9.	ACA 40-hour certification training is provided to Trinity food handlers.			○	○	○	○
2.A.10.	Contract required training is provided to Trinity staff.			○	○	○	○
2.A.11.	Inmate food handlers are provided with pre-assignment training.			○	○	○	○
2.A.12.	All food handler training is recorded in a training log or similar log.			○	○	○	○
	Menu and Recipes						
2.A.13.	Certified menus are signed and dated by the dietitian.			○	○	○	○
2.A.14.	All certified menus are reviewed by the dietitian per contract.			○	○	○	○
2.A.15.	The medical/therapeutic diet menu is available.			○	○	○	○
2.A.16.	There is a Medical/therapeutic Diet procedure established and followed.			◉	○	○	○
2.A.17	The Medical Diet Manual or handbook is available.			○	○	○	○
2.A.18	Standardized recipes for the menu are exploded per updated counts, printed, and available.			○	○	○	○
2.A.19.	There is an Emergency Menu and required supplies in storage.			○	○	○	○
	Production and Portion Control						
2.A.20.	There is a Production Pull process established and followed.			○	○	○	○
2.A.21.	There is a Production Sheet for each meal.			○	○	○	○

Trinity Services Group Page 1 of 8 ver 13130

What's Important To You?

As part of Trinity's continuous quality assurance program, we ask different client levels to help us stay current, follow through with their priorities, and facilitate communication by using this survey at least twice a year.

TRINITY SERVICES GROUP

What's Important to you?

Trinity Services Group wants to know the most important factors relating to food service in your facility. This form helps identify our Client's priority concerns and focus Trinity's responsiveness on them.

On the left side column:
Please prioritize your top 5 categories
#1 being the highest priority and 5 being the lowest

Please circle Trinity's performance ranking from:
1 (needs improvement) - 5 (outstanding)

_____	**Security**	**1**	**2**	**3**	**4**	**5**
_____	**Menu Compliance**	**1**	**2**	**3**	**4**	**5**
_____	**Sanitation**	**1**	**2**	**3**	**4**	**5**
_____	**Trinity Associate Training**	**1**	**2**	**3**	**4**	**5**
_____	**Communication**	**1**	**2**	**3**	**4**	**5**
_____	**Inmate training and Supervision**	**1**	**2**	**3**	**4**	**5**
_____	**Site Management Responsiveness**	**1**	**2**	**3**	**4**	**5**
_____	**Food presentation, Taste and portion control**	**1**	**2**	**3**	**4**	**5**
_____	**DM & Corporate Support**	**1**	**2**	**3**	**4**	**5**
_____	**Diets/ Nutritional Information**	**1**	**2**	**3**	**4**	**5**
_____	**Contract Compliance**	**1**	**2**	**3**	**4**	**5**

d. Safe, Sanitary and Secure Foodservice Management

Implementing standards for safety and sanitation in a food service program is critical to the ultimate success of the entire program. We know that the City of Las Vegas recognizes the importance of this aspect of the service.



Trinity closely monitors its Sanitation and Safety Program. Municipal agencies at the city, county, state, and federal levels have developed rating systems and inspection procedures to monitor this food service element. Our policies and methods exceed the standards of compliance mandated by inspecting and governing agencies.

Our cleanliness program begins with an established cleaning and sanitizing schedule for the entire operation.

- Our Staff is assigned specific cleaning and sanitizing tasks for their designated work area or position.
- The Food Service Director will check daily to make sure these assigned tasks are completed.
- Our Staff is expected to "clean as you go" during the workday and keep their work area neat and orderly.
- Cleaning schedules for each job are posted in their work area(s).
- Our Staff is responsible for completing any additional cleaning tasks assigned by the Food Service Director.

Keeping work areas clean and neat, following daily cleaning schedules, cleaning and sanitizing equipment and utensils, wiping up food spills, and storing cleaning chemicals will help ensure our food is prepared and served in a clean and sanitary environment.

A sanitation program is also more than cleaning schedules, and without a doubt, they are a critically important element. The equipment and work areas must be maintained at the highest level of cleanliness; however, it does not stop with the facility and its equipment. Sanitary standards are also established for the personnel within the unit. Food-handling procedures must be initiated and monitored for:

- Receiving
- Inventory
- Rotation
- Dry, refrigerated and frozen storage
- Food transport
- Garbage removal
- Pest control
- Other elements that closely affect any food service operation

Our plan is for the City of Las Vegas to provide for a program that includes:

- Regularly scheduled cleaning
- Preventative maintenance
- Initial and ongoing employee training

These steps will ensure that the standards implemented will continue at optimum levels.



Red Sanitizer Buckets

Cross-contamination is a serious issue. Our Staff is trained to do everything possible to prevent cross-contamination and keep our customers safe. Our on-site Team will use sanitation buckets at every food prep area (the buckets are stored on a shelf below and away from food and food-contact items). We will follow these simple guidelines for safe sanitizer bucket use:

- Test strips will be used to monitor the sanitizer concentration
- Sanitizer solution will be changed every 2-4 hours, or more if needed, to keep the water clean and the sanitizer effective.
- Wipe cloths will be used for cleaning food contact surfaces during food prep and service. Food contact items will also be sent to the ware washing station for proper cleaning and sanitizing every four hours during service or as needed.

Cleaning Checklists and Inspections

Trinity Services Group

TRINITY SERVICES GROUP, INC.

DAILY CLEANING SCHEDULE

SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Wax store room ☐	Detail doors ☐	Detail tilt skittle ☐	Detail stove ☐	Detail kettle ☐	Detail mixer ☐	Detail slicer ☐
Wax office ☐	Detail base boards ☐	Clean north walls ☐	Clean east walls ☐	Clean south walls ☐	Clean west walls ☐	Clean lights ☐
Clean spice room ☐	Clean storage racks ☐	Clean interior refrig. ☐	Clean ice machine ☐	Detail walk in ☐	Detail store room ☐	Detail freezer ☐
Clean HAZMAT Room	Detail dish machine ☐	Clean drains ☐	Detail hot hold cab. ☐	Detail serv. Line ☐	Detail grill ☐	Detail table legs ☐
Detail rest rooms ☐	Clean vents ☐	Clean ovens ☐	Clean ovens ☐	Detail drink mach. ☐	Descale dish mach. ☐	Clean drains ☐
Clean hoods/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐
Polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐
Wax store room ☐	Detail doors ☐	Detail tilt skittle ☐	Detail stove ☐	Detail kettle ☐	Detail mixer ☐	Detail slicer ☐
Wax office ☐	Detail base boards ☐	Clean north walls ☐	Clean east walls ☐	Clean south walls ☐	Clean west walls ☐	Clean lights ☐
Clean spice room ☐	Clean storage racks ☐	Clean interior refrig. ☐	Clean ice machine ☐	Detail walk in ☐	Detail store room ☐	Detail freezer ☐
Clean HAZMAT Room	Detail dish machine ☐	Clean drains ☐	Detail hot hold cab. ☐	Detail serv. Line ☐	Detail grill ☐	Detail table legs ☐
Detail rest rooms ☐	Clean vents ☐	Clean ovens ☐	Clean ovens ☐	Detail drink mach. ☐	Descale dish mach. ☐	Clean drains ☐
Clean hoods/filters ☐	Clean hood/filters ☐	Clean hood/vents ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐
Polish pipes ☐	Polish pipes ☐	polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐
Wax store room ☐	Detail doors ☐	Detail tilt skittle ☐	Detail stove ☐	Detail kettle ☐	Detail mixer ☐	Detail slicer ☐
Wax office ☐	Detail base boards ☐	Clean north walls ☐	Clean east walls ☐	Clean south walls ☐	Clean west walls ☐	Clean lights ☐
Clean spice room ☐	Clean storage racks ☐	Clean interior refrig. ☐	Clean ice machine ☐	Detail walk in ☐	Detail store room ☐	Detail freezer ☐
Clean HAZMAT Room	Detail dish machine ☐	Clean drains ☐	Detail hot hold cab. ☐	Detail serv. Line ☐	Detail grill ☐	Detail table legs ☐
Detail rest rooms ☐	Clean vents ☐	Clean ovens ☐	Clean ovens ☐	Detail drink mach. ☐	Descale dish mach. ☐	Clean drains ☐
Clean hoods/filters ☐	Clean hood/filters ☐	Clean hood/vents ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐
Polish pipes ☐	Polish pipes ☐	polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐
Wax store room ☐	Detail doors ☐	Detail tilt skittle ☐	Detail stove ☐	Detail kettle ☐	Detail mixer ☐	Detail slicer ☐
Wax office ☐	Detail base boards ☐	Clean north walls ☐	Clean east walls ☐	Clean south walls ☐	Clean west walls ☐	Clean lights ☐
Clean spice room ☐	Clean storage racks ☐	Clean interior refrig. ☐	Clean ice machine ☐	Detail walk in ☐	Detail store room ☐	Detail freezer ☐
Clean HAZMAT Room	Detail dish machine ☐	Clean drains ☐	Detail hot hold cab. ☐	Detail serv. Line ☐	Detail grill ☐	Detail table legs ☐
Detail rest rooms ☐	Clean vents ☐	Clean ovens ☐	Clean ovens ☐	Detail drink mach. ☐	Descale dish mach. ☐	Clean drains ☐
Clean hoods/filters ☐	Clean hood/filters ☐	Clean hood/vents ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐	Clean hood/filters ☐
Polish pipes ☐	Polish pipes ☐	polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐	Polish pipes ☐

TRINITY SERVICES GROUP

INMATE DAILY CLEANING SCHEDULE AND DOCUMENTATION

WEEK DAY	SHIFT RESPONSIBLE	AREA RESPONSIBLE	TASK TO BE COMPLETED	STAFF INITIAL	WEEK DAY	SHIFT RESPONSIBLE	AREA RESPONSIBLE	TASK TO BE COMPLETED	STAFF INITIAL

NOTES/COMMENTS/SPECIAL ASSIGNMENTS:



TRINITY SERVICES GROUP

Daily Inspection Report DATE:_____

RATING
S = SATISFACTORY
U = UNSATISFACTORY

	S	U	N/A	ACTION TAKEN FOR ALL "U" RATINGS
DishWashing Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
DishMachine does not have excessive lime/calcium build up				
All gauges working (no condensation on glass)				
DishMachine drains clean and free of food debris				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Temperatures on DishMachine are at correct levels				
Trays are properly stacked for air drying				
No faucet leaks or dishmachine leaks.				
Lights and light sheilds present, clean, and working				
Garbage disposal (clean and in working order)				
Pots & Pans Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it				
Sinks are in working order. (no leaks faucets or sinks)				
Lights and light sheilds present, clean, and working				
Serving Line:				
Serving line is clean and sanitized (counters, wells, under counters)				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Wash and Sanitize Buckets present and sanitizer reading correct				
No food is left out				
Hot holding boxes, clean and in working order (hot, seals, locks, temp gauges)				
Cold holding boxes, clean and in working order (cold, seals, locks, temp gauges)				
Tray pass through clean and sanitized.				
Lights and light sheilds present, clean, and working				
Dining Hall Areas:				
Floors are clean and dry				
Tables are clean. (top, under, legs, and sitting stools)				
Walls are clean				
Windows are clean				
Vents are clean				
Doors are clean (both sides, door handles, and door frame)				
Floor Drains Clean and free of food debris (working properly)				
Lights and light sheilds present, clean, and working				



TRINITY SERVICES GROUP

Walk in Cooler:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Leftovers properly labeled and dated				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)				
Next day's preparation is complete and clearly labeled				
Doors are clean (both sides, door handles, and door frame)				
Walk in Freezer:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)				
Doors are clean (both sides, door handles, and door frame)				
Dry Storage:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Vents are clean				
Doors are clean (both sides, door handles, and door frame)				
Equipment review:				
All equipment on wheels are tethered				
Ovens (clean, in working order, cords and plugs no damage)				
Grills (clean, in working order, cords and plugs no damage)				
Stoves (clean, in working order, cords and plugs no damage)				
Steamers (clean, in working order, cords and plugs no damage)				
Kettles (clean, in working order, cords and plugs no damage)				
Tilts (clean, in working order, cords and plugs no damage)				
Fryers (clean, in working order, cords and plugs no damage)				
Mixer (clean, in working order, cords and plugs no damage)				
Slicer (clean, in working order, cords and plugs no damage)				
Chopper (clean, in working order, cords and plugs no damage)				

TRINITY SERVICES GROUP

Open Areas:				
S/S tables clean and no damage				
Shelves are clean (top and under)				
Walls are clean				
Windows are clean				
Ice Machine (clean and in working order)				
Prep Sinks (clean top and under, no leaks on sinks or faucets)				
Hand Sinks (clean, paper towels and hand soap present)				
Floor Drains Clean and free of food debris (working properly)				
Floors (clean, dry, no excessive standing water)				
Wet floor signs present				
Restrooms: Staff & Inmate				
Walls are clean				
Windows are clean				
Floors (clean, dry, no excessive standing water)				
Hand Sinks (clean, paper towels and hand soap present)				
Toilet (clean, in working order, flushing, no leaks)				
Toilet paper present				
Hand washing signage posted				

Additional Comments:

Signature:_____ **Date:**_____

TEMPERATURE LOGS:

COOLER:_____
(35-40 DEGREES FARENHEIT)

FREEZER:_____
(0 - BELOW DEGREES FARENHEIT)

DRY STORAGE:_____
(45 - 80 DEGREES FARENHEIT)

TAP WATER:_____
(110 - 130 DEGREES)

TRINITY SERVICES GROUP

Weekly Inspection Report DATE:_____

RATING
S=SATISFACTORY
U=UNSATISFACTORY

	S	U	N/A	ACTION TAKEN FOR ALL "U" RATINGS
DishWashing Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
DishMachine does not have excessive lime/calcium build up				
All gauges working (no condensation on glass)				
DishMachine drains clean and free of food debris				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Temperatures on DishMachine are at correct levels				
Trays are properly stacked for air drying				
No faucet leaks or dishmachine leaks.				
Lights and light sheilds present, clean, and working				
Garbage disposal (clean and in working order)				
Pots & Pans Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it				
Sinks are in working order. (no leaks faucets or sinks)				
Lights and light sheilds present, clean, and working				
Serving Line:				
Serving line is clean and sanitized (counters, wells, under counters)				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Wash and Sanitize Buckets present and sanitizer reading correct				
No food is left out				
Hot holding boxes, clean and in working order (hot, seals, locks, temp gauges)				
Cold holding boxes, clean and in working order (cold, seals, locks, temp gauges)				
Tray pass through clean and sanitized.				
Lights and light sheilds present, clean, and working				

TRINITY SERVICES GROUP, INC.

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Dining Hall Areas:				
Floors are clean and dry				
Tables are clean. (top, under, legs, and sitting stools)				
Walls are clean				
Windows are clean				
Vents are clean				
Doors are clean (both sides, door handles, and door frame)				
Floor Drains Clean and free of food debris (working properly)				
Lights and light sheilds present, clean, and working				
Walk in Cooler:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Leftovers properly labeled and dated				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)				
Next day's preparation is complete and clearly labeled				
Doors are clean (both sides, door handles, and door frame)				
Walk in Freezer:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)				
Doors are clean (both sides, door handles, and door frame)				
Dry Storage:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Vents are clean				
Doors are clean (both sides, door handles, and door frame)				

TRINITY SERVICES GROUP

Equipment review:				
All equipment on wheels are tethered				
Ovens (clean, in working order, cords and plugs no damage)				
Grills (clean, in working order, cords and plugs no damage)				
Stoves (clean, in working order, cords and plugs no damage)				
Steamers (clean, in working order, cords and plugs no damage)				
Kettles (clean, in working order, cords and plugs no damage)				
Tilts (clean, in working order, cords and plugs no damage)				
Fryers (clean, in working order, cords and plugs no damage)				
Mixer (clean, in working order, cords and plugs no damage)				
Slicer (clean, in working order, cords and plugs no damage)				
Chopper (clean, in working order, cords and plugs no damage)				
Open Areas:				
S/S tables clean and no damage				
Shelves are clean (top and under)				
Walls are clean				
Windows are clean				
Ice Machine (clean and in working order)				
Prep Sinks (clean top and under, no leaks on sinks or faucets)				
Hand Sinks (clean, paper towels and hand soap present)				
Floor Drains Clean and free of food debris (working properly)				
Floors (clean, dry, no excessive standing water)				
Wet floor signs present				
Restrooms: Staff & Inmate				
Walls are clean				
Windows are clean				
Floors (clean, dry, no excessive standing water)				
Hand Sinks (clean, paper towels and hand soap present)				
Toilet (clean, in working order, flushing, no leaks)				
Toilet paper present				
Hand washing signage posted				

Additional Comments:

Signature:_____ **Date:**_____

TEMPERATURE LOGS:

COOLER:_____
(35-40 DEGREES FARENHEIT)

FREEZER:_____
(0 - BELOW DEGREES FARENHEIT)

DRY STORAGE:_____
(45 - 80 DEGREES FARENHEIT)

TAP WATER:_____
(110 - 130 DEGREES)

TRINITY SERVICES GROUP

Monthly Inspection Report DATE:_____

RATING
S = SATISFACTORY
U = UNSATISFACTORY

	S	U	N/A	ACTION TAKEN FOR ALL "U" RATINGS
DishWashing Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
DishMachine does not have excessive lime/calcium build up				
All gauges working (no condensation on glass)				
DishMachine drains clean and free of food debris				
DishMachine curtains are in good condition (not yellowing or tearing, none missing)				
Sanitizer level is correct and reading on chemical test strip				
Temperatures on DishMachine are at correct levels				
Trays are properly stacked for air drying				
No faucet leaks or dishmachine leaks.				
Lights and light sheilds present, clean, and working				
Garbage disposal (clean and in working order)				
Chemicals are properly handled and secured				
Pots & Pans Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it				
Sinks are in working order. (no leaks faucets or sinks)				
Lights and light sheilds present, clean, and working				
Serving Line:				
Serving line is clean and sanitized (counters, wells, under counters)				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Wash and Sanitize Buckets present and sanitizer reading correct				
No food is left out				
Hot holding boxes, clean and in working order (hot, seals, locks, temp gauges)				
Cold holding boxes, clean and in working order (cold, seals, locks, temp gauges)				
Tray pass through clean and sanitized.				
Lights and light sheilds present, clean, and working				
Dining Hall Areas:				
Floors are clean and dry				
Tables are clean. (top, under, legs, and sitting stools)				
Walls are clean				
Windows are clean				
Vents are clean				

TRINITY SERVICES GROUP

Doors are clean (both sides, door handles, and door frame)				
Floor Drains Clean and free of food debris (working properly)				
Lights and light sheilds present, clean, and working				
Walk in Cooler:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Leftovers properly labeled and dated				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)				
Next day's preparation is complete and clearly labeled				
Doors are clean (both sides, door handles, and door frame)				
Walk in Freezer:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)				
Doors are clean (both sides, door handles, and door frame)				
Dry Storage:				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean (top and under)				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Vents are clean				
Doors are clean (both sides, door handles, and door frame)				
Equipment review:				
All equipment on wheels are tethered				
Ovens (clean, in working order, cords and plugs no damage)				
Grills (clean, in working order, cords and plugs no damage)				
Stoves (clean, in working order, cords and plugs no damage)				
Steamers (clean, in working order, cords and plugs no damage)				
Kettles (clean, in working order, cords and plugs no damage)				
Tilts (clean, in working order, cords and plugs no damage)				
Fryers (clean, in working order, cords and plugs no damage)				
Mixer (clean, in working order, cords and plugs no damage)				
Slicer (clean, in working order, cords and plugs no damage)				
Chopper (clean, in working order, cords and plugs no damage)				
Open Areas:				



TRINITY SERVICES GROUP

S/S tables clean and no damage				
Shelves are clean (top and under)				
Walls are clean				
Windows are clean				
Ice Machine (clean and in working order)				
Prep Sinks (clean top and under, no leaks on sinks or faucets)				
Hand Sinks (clean, paper towels and hand soap present)				
Floor Drains Clean and free of food debris (working properly)				
Floors (clean, dry, no excessive standing water)				
Wet floor signs present				
Trash cans are clean (outside and in, lids are present)				
All carts are clean and sanitized (top, under, and wheels)				
No one eating and drinking other than designated areas				
Lights and light sheilds present, clean, and working				
Vents are clean				
Restrooms: Staff & Inmate				
Walls are clean				
Windows are clean				
Floors (clean, dry, no excessive standing water)				
Hand Sinks (clean, paper towels and hand soap present)				
Toilet (clean, in working order, flushing, no leaks)				
Toilet paper present				
Hand washing signage posted				
Ceiling and vents are clean				
Chemical Storage Area:				
Chemical Logs are correct				
Chemicals are stored properly (same chemical stacked on same)				
Floor clean				
Walls are clean				
Chemicals are not stored with food				
Additional Comments:				

TEMPERATURE LOGS:

COOLER:_____

(35-40 DEGREES FARENHEIT)

FREEZER:_____

(0 - BELOW DEGREES FARENHEIT)

DRY STORAGE:_____

(45 - 80 DEGREES FARENHEIT)

TAP WATER:_____

(110 - 130 DEGREES)

Signature:_____**Date:**_____

Preventative Maintenance Plan

Maintenance Service. Trinity will repair and maintain in good operational order all kitchen equipment under our authority. We will establish a preventive maintenance schedule for equipment and perform preventive maintenance services according to the specific manufacturer's recommendations. In situations where our staff cannot perform required repairs or maintenance, we will notify Lt. Meads or her designee, and upon written approval, subcontract for needed services.

Maintenance expenses will be reconciled annually. If the costs exceed the maintenance allocation, we will bill the City for the difference.

Zone Maintenance. Trinity proposes to use a Zone Maintenance process. The zone maintenance process has proven to be hugely successful in maintaining and repairing, at a level suitable for food service operations, the exterior and interior building envelope of all food service areas. We will accomplish this by dividing areas of the kitchen into zones: such as refrigeration, cooking equipment, and dish machine.

Documentation. Trinity will keep a detailed history of maintenance activities for all equipment. Services performed under equipment warranties are also handled in the same manner, providing a complete and accurate chronicle of all activities. Three maintenance categories allow us to monitor repair trends and produce detailed and specialized reports.

- **Corrective Maintenance** is associated with the restoration of defective equipment.
- **General Maintenance** is associated with the installation or removal of food service equipment.







- **Preventive Maintenance** is associated with predefined services that are following manufacturers' recommendations (i.e., periodic lubrication, replacement of filters) or as required by statute (i.e., certification of fire suppression systems).

Subcontracting. With prior written approval, Trinity will use the support of qualified and licensed sub-contractors on a limited basis for repairs or services that exceed the dietary maintenance staff's capability. Our existing maintenance staff's hands-on experience makes them uniquely qualified to resolve over 98% of dietary maintenance issues effectively. However, to provide the most efficient and cost-effective maintenance services, we may need to use local service providers from time to time.

NEW EQUIPMENT. Trinity will go to extraordinary lengths to ensure that the equipment purchased is the best suited for the City's food service program. We will provide all equipment necessary to fulfill the terms of this contract. Before the purchase of any new equipment, we will obtain Lt. Mead's or her designee's approval. We will submit all manufacturers' catalog sheets and technical documents when requesting new equipment.

Kitchen Safety and Security

Trinity counts on all of our team members to take a "Service First...Safety Always" attitude. As part of the Trinity Management Team, it is vitally important to achieving our goals of operational excellence and preferred employer status by ensuring safety is given as much importance as customer satisfaction.

Safety Responsibilities

Our safety objective, "Service First... Safety Always" covers safety in every aspect of our lives. We promote safety on the job and safety at home. Topics dealing with safety will be covered regularly through communications such as our STAR Chat.

When a team member is away from work due to an injury or illness, we cannot operate at the level of excellence we are trying to obtain. Trinity provides a Safety Handbook to provide valuable information and tools necessary to prevent injuries, identify hazards, respond and report the injury appropriately if someone is hurt, and keep team members involved and injury-free.

It is each Team Member's responsibility to follow the policies and procedures included in our Safety Handbook. Our Safety Handbook is proprietary, but we can provide a copy on request.

Good Catch Program

The Good Catch program identifies near misses where, given a slight shift in time or distance, serious injury, ill-health or damage easily could have occurred, but didn't...this time. Near miss reporting and investigation allows us to identify and control hazards before they cause a more serious incident that could require medical treatment. The Food Service Director will always review the events of a near miss to prevent the incident from happening again

The Good Catch Program is part of our Rewards and Recognition Program and designed around catching a near miss. It emphasizes an overall awareness of working safely and is a great opportunity to reward employees for recognizing and identifying safety hazards preventing accident and injuries from occurring.

Quarterly Safety Inspection Checklist

TRINITY SERVICES GROUP, INC.

QUARTERLY SAFETY INSPECTION – Food Service

Location Name: _____ **Location #:** _____

Inspected By: _____ **Date:** _____

	YES	NO	N/A	COMMENTS *(For all items marked "NO" - please indicate why).*
GENERAL				
Safety Handbook printed and accessible				
Safety Bulletin Boards maintained with up-to-date information				
TSG Safety Policy posted				
Safety Orientation and Safety Pledge sign-off in personnel file				
Labor Law/Work Comp posters are posted				
OSHA 300 logs posted from **Feb 1-April 30**				
SAFETY EDUCATION AND TRAINING				
STARChat training conducted monthly and documented				
Roo's Safety Picks, Food Safety/Safety tips being shared weekly with team members				
Safety moments, near misses and safety slogans being shared on safety calls				
JSAs (Job Safety Analysis) used to train team members				
District Safety Leader conducting monthly safety calls and preparing/distributing meeting notes of call				
Unit Safety Leader appointed				
Proper lifting techniques have been trained and being used by team members				
Safety Orientation being conducted for all new hires				
Return to Work program fully utilized				
Progressive discipline procedures and training in place and properly documented for violations of safe work practices				
WORKERS' COMPENSATION				
All Accident/Incidents reported to WC Carrier within **24 hours** of occurrence				
Approved Medical Provider list posted and utilized				
Accident Investigation Reports completed for ALL accident/incidents				
FOOD PREPARATION, COOKING and DISHWASHING AREA				
All floors clean, dry and in good condition				
Slip resistant mats used where needed and in good condition				
Drains working properly, clean and free of standing water				
Slicers, mixers, steamers, grills and other equipment are in good working condition				
Mixers equipped with bowl guards				

TRINITY SERVICES GROUP, INC.

Location Name:				Location #:
	YES	NO	N/A	COMMENTS *(For all items marked "NO" - please indicate why).*
FOOD PREPARATION, COOKING and DISHWASHING AREA				
Grill and fryer exhaust system in good repair				
Sufficient number of trash containers available, in proper condition and emptied as needed				
Food contact surfaces clean, sanitized and uncluttered				
Chemicals/cleaning supplies stored separately from food and service ware				
Food prep sink not used for hand washing				
Knife/Utensil storage areas being utilized, and all knives and utensils being accounted for				
Wet floor signs being used – spills cleaned immediately				
Dishwashing machine in good working condition, clean interior and exterior, proper wash and rinse temperatures				
Pot sink, storage carts, and storage shelving clean and in good repair				
Pot sink not used for handwashing				
Cleaned equipment and utensils properly stored to protect from contamination				
STORAGE AREAS/FREEZERS				
Products and supplies being stored properly on shelves - light items on the top shelves – heavy on bottom shelves				
All items being stored 6" above the floor				
No ice build-up in walk-in freezers and around freezer doors				
Walk-in refrigerators and freezers have emergency door lock releases				
Dollies and hand trucks in good condition				
Correct type of ladder and stool is being used in storage area and in good condition				
All equipment and tools in good working condition				
FIRE PROTECTION/EMERGENCY PROCEDURES				
Ansul system inspected and in working condition				
Fire extinguishers visible, unobstructed, inspected, tagged, and charged				
NFPA approved flammable storage locker being used for flammable items				
All compressed gas tanks being secured to a permanent structure				
Team members have been trained on facility emergency procedures				
Emergency phone numbers are accessible for team members				
Exits clear, visible and accurately marked				
Emergency lighting functional and tested monthly				
HAZARD COMMUNICATION				
Hazard Communication training conducted for new hires, annual refresher, and when new chemicals are introduced				
SDS Binder being maintained, updated, and available				



TRINITY SERVICES GROUP, INC.

Location Name:				Location #:
	YES	NO	N/A	COMMENTS *(For all items marked "NO" - please indicate why).*
HAZARD COMMUNICATION – *continued*				
Chemicals are correctly labeled with the manufacturer's label				
PHYSICAL/ELECTRICAL HAZARDS				
All aisle ways are clear and free of obstruction				
Loading dock in good repair				
Stairs are in good repair, well lit and have handrails				
All changes in elevation on floors are painted bright yellow				
Electrical panels are not blocked				
All light bulbs have covers				
Electrical connections, outlets, cords, circuit breakers and GFCIs in good condition				
Ensure all Emergency Exits and All doorways are free from obstruction at all times				
Ensure that extension cords are not plugged into each other				
Electrical cords are not in walkways				
PERSONAL PROTECTIVE EQUIPMENT (PPE)/FIRST AID				
Slip resistant shoes being worn by team members and management				
Cut resistant gloves being used correctly if allowed at facility				
Oven mitts/burn guards used properly				
Safety goggles being used when working with chemicals				
Team member training in PPE use and care conducted and documented				
Bloodborne Pathogens Kits available (Body fluid clean up)				
Eye Wash Station available and functional				
First aid kits adequately stocked and accessible				
PERSONAL HYGIENE				
Hand sinks used only for handwashing purposes				
Hands washed frequently and correctly				
Aprons and towels not used to dry hands after washing				
Hands washed prior to putting on disposable gloves				
Disposable gloves being worn and changed when torn, dirty or contaminated				
Hair nets being worn				

RECOMMENDATIONS/COMMENTS (***For each item marked "No," please indicate below your recommendations, team member responsible for ensuring item is corrected, and when it will be completed by).***

Please use back of form if you need more space.

Security

Trinity advises all food service staff that they are to abide by the City of Las Vegas rules regarding entering the facility, and how to behave and conduct themselves while working in the jail environment.

- Contraband
- Tool Control
- Key Control
- Trash Checks
- Taking of Hostages
- Planned Assaults
- Rumors (convey to institution)
- Shakedown Procedures

Contraband Prevention

We are guests in your facilities, and as such, we know that we are subject to the applicable penalties associated with violating any rules set forth by the Authority. As a subset of the facility rules, Trinity maintains an associate handbook and training modules that cover several aspects of the subject of contraband. We suggest that employees minimize the personal items they bring in to the kitchen as much as possible. No purses, bags, or backpacks will be allowed in the facility. If we suspect any Trinity team member of bringing contraband into the facility, we will launch an investigation and take appropriate actions.

Our staff supervises inmates in conjunction with kitchen officers to minimize the opportunity to take items from the kitchen areas into the housing areas. Keeping things locked, routine inventories of small wares, chemicals, etc. also helps maintain the accountability of contraband type items. We inspect each tray for accuracy, portioning, and cleanliness as it moves through the serving line, and we check each cart for accuracy.

Deliveries and vehicle transport of trays are inspected by our staff to ensure there are no foreign items in the food services areas, and our staff also supervises unloading. Any incidents or suspicion of the passing of contraband will be reported immediately to Lt. Meads and the facility administration.

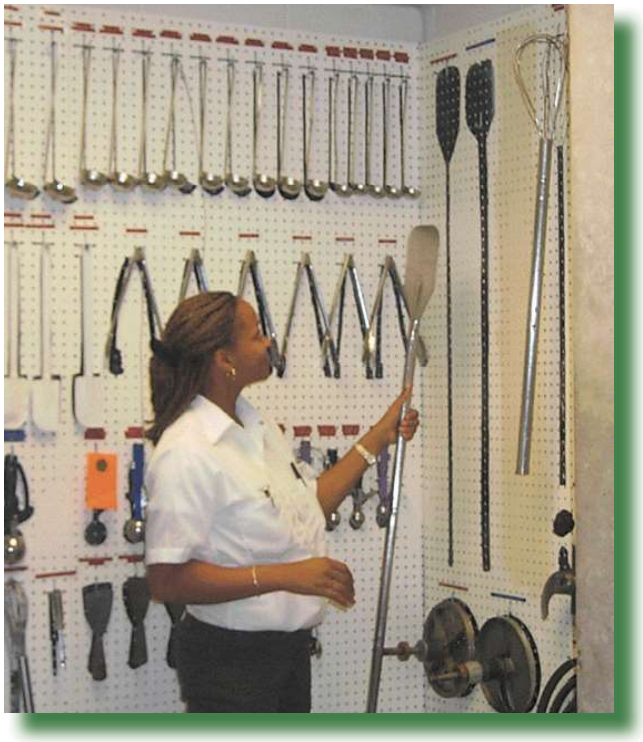
Tool Control

Trinity secures All Class A and Class B contraband in a shadow box with an adequate locking device or a tightly controlled storage area. Inventories are entered into a bound log book three times a day. We take inventory of all secured storage areas daily.

We mark all hazardous knives and tools will with an identification symbol.

We maintain a complete and accurate inventory in duplicate. One copy will be kept in the Food Services Department and another in the Chief Correctional Supervisor's office. The local institutional policy might also require that a copy of the inventory be kept in the central tool room.

The Food Service Director will survey and properly dispose of all broken or worn-out tools and arrange for their replacement. When a knife or tool is lost or misplaced, the Food Service Director and facility's Administration are immediately notified. An inmate who may have had access to the tool will be held in the department until a thorough search is completed. A written, dated report to the Administration will be made covering the details of the loss of tool or knife.



Class A Contraband:
(Any tool or item that could assist in an escape)

- Knives
- Cleaver
- Band Saw Blade
- Blades from a bread slicing machine
- Vertical Cutter Blade
- Food Cutter Blade
- Cutting parts from the meat grinder
- Gasoline or other explosives
- Acid

Class B Contraband:
(Tools that can become weapons)

- Hammers
- Serving utensils
- Screwdrivers



TRINITY SERVICES GROUP, INC.

UTENSILS DAILY INVENTORY/ISSUE LOG

DATE: _____ MEAL: _____ SUPERVISOR: _____

ITEM	PAR	INVENT	ISSUED KIT	ISSUED ODR	RETURNED KIT	RETURNED ODR	IN/OUT SFT. CH.
Rubber Spatula Large	2						
Wire Whip Large	1						
Wire Whip Medium	1						
Wire Whip Small	1						
Service Spoons Solid	4						
Service Spoons Slot	2						
Ladle 8 oz	2						
Ladle 2 oz	3						
Ladle 1 oz	2						
Spoodle 8 oz Solid	1						
Spoodle 8 oz Perf	1						
Spoodle 6 oz Solid	3						
Spoodle 3 oz Solid	2						
Spoodle 2 oz Solid	2						
Measuring Cup 1 c	1						
Scoop # 12	2						
Grill Spatula Small	2						
Grill Spatula Large	2						
Rubber Spatula Small	2						
Plastic Spoons ODR Lg	2						
Plastic Spoons ODR Sml	2						
Plastic Tongs ODR	8						
Plastic Ladle 1 oz ODR	8						
Pan Cake Disp.	1						

Hot Items

We strictly control all of the following commodities by keeping them in secure storage. The inmate population has developed a use for these items to try to jeopardize health and security.

- Coffee
- Sugar
- Extracts
- Nutmeg or spices of the saffron flower
- Caustic pieces
- Waterproof polyethylene bags (bread bags)
- Hallucinogenic materials (glue, gasoline, solvents)
- Yeast is handled and disbursed only by a food service staff member and kept under close supervision until incorporated into the preparation of an appropriate item. A metal box with a secure lock is provided, in a refrigerated area, for yeast storage. An inventory record is kept in the box, indicating the date and quantity of issue, recipients, the balance on hand, and the supervisor's initials making the entry.

Food service personnel are responsible for custody and security. Under no circumstance will a food service employee fail to take proper correctional action. Neglect, in this respect, is considered a severe violation of these policies and procedures. Situations in which a food service worker defaults on his/her custody responsibility will result in disciplinary actions.

Money, including small change, can be used to buy contraband from the free world. Inmates are not allowed to possess currency, and our staff is instructed not to bring it into the institution unless they have a secured locker. Currency and credit cards will be placed in secured lockers when staff is in inmate contact areas.

e. Supervision of Inmate Labor and Internal Security

Managing inmate workers is a crucial part of Trinity's daily operations. Through the years, we have been a leader in the industry in developing effective and capable inmate workforces.

All kitchen inmate workers will be under the direct Trinity supervision at all times. Your Trinity Food Service Director will be a Certified ServSafe Instructor, and all supervisors are Certified ServSafe Food Safety Managers.

Supervisors brief the inmates on the meal plan when the shift reports, and any new inmates are assigned positions. New inmate workers receive a short briefing to welcome them and provide information on how things work in the kitchen. Our staff will provide training to all inmate workers in proper hygiene, sanitation, food safety, and other aspects of food preparation.

Typically, we start any new workers at the simpler jobs (such as sanitation, dishwasher, pot washer) and allow them to work their way up (baker, cook) by performing tasks correctly and showing the desire and results. A list of inmate workers will be maintained and updated as needed.

Trinity staff is instructed to work with the Officers to handle any disputes to ensure the operation runs smoothly at all times. We keep doors locked and instruct the inmates to remain in the break area during any downtime.

Staff/Inmate Relations

Our staff knows that working in a correctional kitchen requires not just knowledge of food service, but an understanding of the correctional environment and the influences that mold and shape it. All Trinity staff receive extensive pre-service and ongoing training on the effective methods of inmate supervision, inmate training, inmate relations, and PREA training. Detailed job descriptions and designation of responsibilities, along with this training, enable staff to supervise production, sanitation, service, and clean up.

As correctional food service supervisors, our Food Service Directors are expected to become part of your system and controls. Although they are not correctional officers, they fill the gap created in the kitchen environment. To correctly bridge this gap and still accomplish all food service goals using inmate labor, they strive to gain the respect of the inmates. Respect is the one positive emotion that motivates all workers (inside or outside of a correctional environment) to accomplish the tasks required of them.

f. Processing Inmate and Staff Complaints

Trinity understands the requirements regarding inmate complaints. We agree to implement the preferred procedure as desired by the City of Las Vegas. Food service issues or inmate grievances should be directed to the Trinity Food Service Director by each facility's administration. The Food Service Director will assist the facility by providing information and corrective action documentation as needed so that Trinity and the facility can cooperatively provide satisfactory responses to inmate grievances within 24 hours. The Food Service Director is willing and required to discuss food-related issues when needed and will personally handle any staff issues regarding food service.

Escalation Process

Our team's front line is unit-level operation, the food service staff, led by the Food Service Director. In most cases, the Director will handle any question or concern that arises, either through routine training or simply following established procedures. A variety of resources are available to the Food Service Director when additional consultation is required.

Human Resources. This group will assist with any personnel issues arising from benefits programs, payroll, performance reviews, disciplinary actions, training, recruiting, and PREA, among other things.

Purchasing. If there are any questions involving delivery times, product shortages, or product quality, our purchasing team stands ready to address any concerns quickly.

Accounting. This department addresses any problems relating to billing invoices and our suppliers' prompt payment to ensure routing services are not interrupted.

Legal. Our legal team stands ready to assist your facility with quick responses to any lawsuits or situations that warrant legal involvement.

Communication is priority #1 when dealing with any issues, no matter how large or small. We insist on regular communications between our Food Service Director and the appropriate facility representatives. Regularly attending your facility management meetings is critical to our teams being partners when working through daily operations. We ask that your facilities also include the District Manager and Regional Vice President in all communications relating to performance, critical dates, and required responses to ensure Trinity is right on top of every activity in the operations.

Minimizing Inmate Litigation

Trinity prevents inmate litigation through a structured plan; the process that is documented in this proposal (purchasing, production, quality control, special diet tracking, temperature logs, meal assessments, procedures, tracking and documentation kept on file) as well as prompt response to grievances and immediate corrective action. We also readily participate in any meetings the facility requires with inmates.

g. Additional Equipment

Carts	14
Flat Carts with Straps	7
Electric Pallet Jack	1
Misc. Smallwares	$10,962

h. Weekly Billing and Inventory Procedures

Trinity has developed an integrated computerized reporting and accounting system specifically for the corrections environment. The system gives management all the information they need to operate an efficient food service operation, without tying them to their computers. Using the system, Managers can:

- Enter goods received and vendor invoices
- Input and track payroll
- Enter inventory each week
- Enter meal count data
- Generate client invoices
- Track budgetary matters
- Correspond as needed, via e-mail
- Receive online support, as needed
- Access the corrections support system, complete with forms and policies
- Perform other functions, as required

Our administrative and production-based software solution offers an enterprise-based, centrally supported platform while allowing for infinite variables to address the City of Las Vegas's specific needs.

NetMenu®

NetMenu® is our proprietary back-office food management program designed specifically for correctional operations and centrally supported.

This web-based software allows our users to control and manage all aspects of their food service responsibilities in a user-friendly environment. NetMenu® handles management functions that include:

- Food Production Management
- Inventory/Ordering Management
- Voucher/Invoice/Requisition Management

We have built a support team dedicated to assisting our associates in using NetMenu®. Their duties include training, database development, program support, and manual/document development. Our secure support website provides a repository for training tools, documents and interactive aids, and information to assist associates in using the program. We have an ongoing mission of further developing NetMenu® to fit our correctional market's needs better and provide more services to the program users.

NetMenu® is compatible with the newest operating systems and operates via a web-connection. It can answer the needs of facilities, from small operations to large, complex, multi-layered processes.



Food Production

Knowing how much to cook, providing clear instructions on producing items, and scheduling production, are fundamental to sound food production systems. NetMenu® assists in each of these areas by automating processes and providing our users with concise information. The menus we have specifically designed for the City of Las Vegas are entered into the software and linked to all recipes required for the operation. Managers can easily print out recipes and production worksheets sized to the meal's anticipated counts. If the counts change, new reports can be quickly printed. Worksheets include meal production instructions, pull sheets, and order guides. All worksheets and recipes are designed to aid unit personnel in managing their areas of responsibility. Procedures allow management to change and adjust menus to differing conditions easily.

After the meal is over, actual usage information is entered into NetMenu®, allowing users to assess meals served and fine-tune production for future meals. Reports provide information ranging from a particular meal to overviews of periods of meals.

CBORD NetMenu

Production Recipe

Salad Pasta w/ Mixed Veg (1340-FS)

All

Cooking Time:	**Serving Pan:**	**Yield:** 100 1 Cup
Cooking Temp:	**Serving Utensil:**	**Portions:** 100 1 Cup
Internal Temp:		

Ingredients & Instructions...

- Pasta Rotini (SU17006)	12 Pound
- Water (Water)	7 Gallon
- Oil Vegetable Salad (SU35005)	1/4 Cup
- Onion Yellow Fresh (PR11023)	1 Pound 4 Ounce
- Fresh Green Bell Pepper (PR11025)	3 Pound 2 Ounce
- Carrots Fresh (PR11008)	3 Pound 7 Ounce
- Celery Fresh (PR11011)	3 Pound 12 Ounce
- Dressing Salad (SU37016)	3 Quart 1/2 Cup
- Pepper Ground Black (SU27026)	1 1/3 Tablespoon

Procedure:

1. Bring water to a boil. Add pasta and cook for about 7 minutes or until tender. Drain pasta and cool down under running cold water. Once drained and cooled- mix oil to pasta to prevent lumping together. Hold pasta for step 3.
2. Clean and 1/8" dice the onions, peppers, carrots and celery.
3. Add salad dressing, and pepper. Mix all ingredients and blend well.
4. Cover, date and label, place in cooler to chill- CCP - Keep chilled below 40 ° F taking temperatures on line every 2 hours. Do not mix old product with new.

CBORD NetMenu

Production Summary Worksheet with Temperatures

Prep Area: All Service Date:

Meal: Breakfast				Cooking Temp		Holding Temp		Holding Temp		Corrective Action
Item Name	Portion Size	Fcst	Prep/Left	Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	
*Cake Coffee (5315-MX)	1/54 Slice	2,037	/		/		/		/	
Beverage Milk 1% (0008491)	1 Cup	2,057	/		/		/		/	
Bread Sliced White (BK16006)	2 Slice	2,057	/		/		/		/	
Cereal Corn Flakes Bulk (TR990248)	1 Cup	2,057	/		/		/		/	
Margarine Whipped (6220)	1/2 WZ	2,037	/		/		/		/	
Margarine Whipped (6220)	2 Tsp	20	/		/		/		/	
Peaches (5140-CN)	1/2 Cup	2,057	/		/		/		/	
Pepper Black PC (TR990322)	1 Each	2,057	/		/		/		/	
Salt PC (TR990323)	1 Each	2,057	/		/		/		/	
Sugar PC (TR990326)	2 Pk	2,037	/		/		/		/	
Sugar Sub Splenda PC (TR990325)	2 Pk	20	/		/		/		/	
Turkey Bologna Sliced 1 (1905)	1 WZ	2,037	/		/		/		/	
Turkey Bologna Sliced 1 (1905)	2 WZ	20	/		/		/		/	

Meal: Lunch				Cooking Temp		Holding Temp		Holding Temp		Corrective Action
Item Name	Portion Size	Fcst	Prep/Left	Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	
Applesauce Chilled (5105-CN)	1/2 Cup	20	/		/		/		/	
Beans Pinto (3065)	1 1/2 Cup	2	/		/		/		/	
Beans Pinto (3065)	1 Cup	2,055	/		/		/		/	
Beverage Fruit Drink Kiwi (4Kcal) (7008)	1 Cup	2,022	/		/		/		/	
Beverage Milk 1% (0008491)	1 Cup	35	/		/		/		/	
Carrots Steamed (4048-FZ DT)	1/2 Cup	2,057	/		/		/		/	
Cornbread (3555-MX)	1-1/54 Slice	2,057	/		/		/		/	
Margarine Whipped (6220)	1 Tsp	20	/		/		/		/	
Margarine Whipped (6220)	1/2 WZ	2,037	/		/		/		/	

* Item was already produced on previous day.

Minimum Cooking and Holding Temperatures:
All products thawed under refrigeration keeping its temperat
Poultry and casseroles 165° F; *15 seconds
Ground Meat: including beef, and ground seafood 165° F
Cold Holding 40° F or below temp taken every 30 min - not to exceed 6 hours

Seafood- including fish, - 145° F for 15 seconds;
Reheat Foods to 165° F for at least 15 seconds
Hot Holding 140° F or above temp taken every 2 hours



Inventory/Ordering

Inventory management and correct ordering are two critical functions in any food service operation. NetMenu® automates many processes and ensures that unit management will have adequate products on hand. Inventory management allows employees to track and control their inventory, ensuring that the unit uses the proper amount of products on a timely basis. Order management allows appropriate interaction with vendors to ensure the timely ordering of items in the correct quantities necessary to produce the menu. NetMenu® provides a link directly to many vendors' automated order entry systems, thus further easing the ordering process.

CBORD NetMenu

On-Hand Inventory

Inventory Based On Activity through: 4/15/2015

All

Item Name	Last Physical Count	Stock Unit	Last Count Quantity	Received Quantity	Requisitions In	Out	Calculated On Hand	UnProcessed Deliveries	Predicted On Hand
Applesauce Unsweetened CND	2015-04-09	6/#10 Can	0.00	42.00	0.00	0.00	42.00	15.00	57.00
Apron Plastic 24x42	2015-04-09	10/100 Each	5.00	0.00	0.00	0.00	5.00	0.00	5.00
Bacon Bits	2015-04-09	12/1 Pound	1.00	1.67	0.00	0.00	2.67	0.00	2.67
Bag Carryout	2015-04-09	100 Each	2.00	0.00	0.00	0.00	2.00	0.00	2.00
Bag Paper Brown 6 Lb	1900-01-01	4/500 Each	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Bag Paper Brown 8 Lb	2015-04-09	4/500 Each	1.50	0.00	0.00	0.00	1.50	0.00	1.50
Base Beef Economy	2015-04-09	25 Pound	9.00	0.00	0.00	0.00	9.00	0.00	9.00
Base Beef Soup & Gravy CC-102	2015-04-09	12/1 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base Chicken	2015-03-05	25 Pound	9.00	0.00	0.00	0.00	9.00	0.00	9.00
Base Chicken Economy	2015-04-09	25 Pound	3.00	0.00	0.00	0.00	3.00	0.00	3.00
Basil Ground	2015-04-09	1 Pound	33.00	0.00	0.00	0.00	33.00	0.00	33.00
Basket Liner Paper 12x12	1900-01-01	1000 Each	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Beans Baked Vegetarian CND	2015-04-09	6/#10 Can	1.33	0.00	0.00	0.00	1.33	0.00	1.33
Beans Green FRZ	2015-04-09	30 Pound	15.00	0.00	0.00	0.00	15.00	0.00	15.00
Beans Kidney DRY	2015-02-05	50 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beans Navy Dry	2015-04-09	50 Pound	0.00	5.00	0.00	0.00	5.00	0.00	5.00
Beans Pinto DRY	2015-04-09	50 Pound	34.00	15.00	0.00	0.00	49.00	19.00	68.00
Beard Guard	2015-04-09	10/100 Each	15.00	0.00	0.00	0.00	15.00	0.00	15.00
Beef Base	2015-03-05	25 Pound	12.00	0.00	0.00	0.00	12.00	0.00	12.00
Beef E&P FC	2015-04-09	40 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beef Ground 80/20	2015-04-09	3/10 Pound	5.66	0.00	0.00	0.00	5.66	0.00	5.66
Beef Philly Steak	2015-04-09	48/4 Ounce	6.50	0.00	0.00	0.00	6.50	0.00	6.50
Beef Philly Steak 4 Oz	2015-03-05	48/4 Ounce	7.20	0.00	0.00	0.00	7.20	0.00	7.20
Beverage Mix Grape 5WZ CC-804	2015-04-09	72/5 Ounce	5.00	0.00	0.00	0.00	5.00	0.00	5.00

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Voucher/Invoice/Requisition Management

NetMenu® assists Trinity staff to pay invoices in an easy, timely manner, ensuring that vendors deliver proper products in the quantities ordered. Voucher management frees up users to spend more time managing their operations by taking over many of the normal processes associated with paying invoices and tracking vouchers. The voucher entry process helps ensure that we pay the correct prices and that we receive the items we ordered.

NetMenu

Invoice by Product Group

Coffee Connection

PO Number:
PO Date: 4/15/2015
Delivery Date: 4/15/2015
Confirmation:

Account # :

Product Group		Account Codes		Purchases
Rollup Product Group		Debit	Credit	
	Beverages	411054	411054	41.38
Beverages				41.38
Beverages				41.38
	Groceries	411039	411039	886.85
Groceries				886.85
Groceries				886.85
	Paper Supplies	411075	411075	1,498.69
Paper Supplies				1,498.69
Paper Supplies				1,498.69
Order Total:				2,426.92

i. Emergency Food Service

Our policy is to serve all meals as scheduled despite emergencies—power failure, fire, inmate lockdown, or local disaster.

We have never failed to provide meals during emergency conditions.

Every Trinity unit is required to have a written plan that outlines its particular needs in an emergency. At a minimum, a three-day supply of food and disposable service ware is available at all times. Additional quantities of those items that would be needed the most in an emergency are kept on-site; the amount and scope can vary with the individual facility's size and complexity. We will continue to meet with Lt. Meads and/or Director Straube to determine the exact quantities. Staff from units closest to the one(s) affected will assist if required. We re-evaluate the contingency plan annually and conduct additional training as needed.

In the event of a scheduled or emergency closure of the kitchen, Trinity can assist the facility with arrangements for a correctional grade, certified mobile kitchen to be leased, transported, and installed for the appropriate period. We have several companies that we have utilized in the past and would assist the City of Las Vegas in choosing the proper equipment to meet your production and timing requirements. In some cases, other County, City or State entities may have a mobile kitchen available for loan.



Whenever possible, we will follow routine operating procedures and schedules.

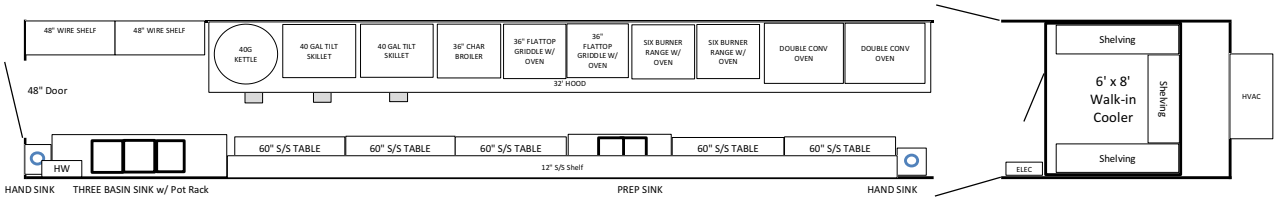
- At the discretion of the Food Service Director or his representative, Food Service employees will be subject to call-in to provide staffing on a 24-hour basis.
- Meal Service:
  - By mutual agreement, the Food Service Director or his representative and the Facility Director may change the meal hours based on the emergency's extent.
  - In the event of power failure, a one-day menu is available.

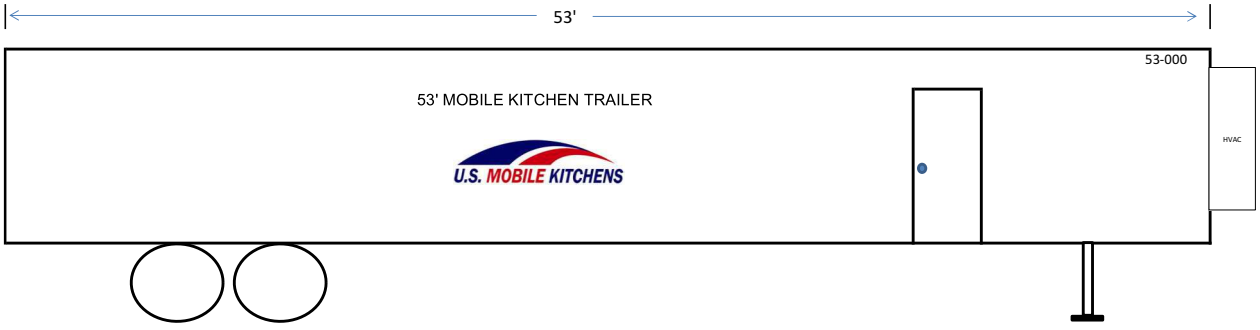
- Disposable utensils, trays, and flatware are available if the emergency warrants their use. The decision to use the disposable service ware or a portion of it will be the Food Service Director or his representative's responsibility, in conjunction with the Facility Director.
- Food and disposable service ware can be resupplied by phoning the authorized vendors, or if there is a problem with delivery, other nearby Trinity units will assist.
- Employees receive emergency procedure instruction in regular training sessions.

Sample Mobile Kitchens









Utility Requirements:

Electrical: 208V Single Phase - 200 amp load center
NAT Gas - 1 1/2" NPT, 1,500,000 BTU connected load - Onboard tank when remote application is needed
Supply Water: 3/4" Feed line to standard hose bib connection - Holding tank when remote application is needed
Gray Water: 6EA - 4" PVC connections - Holding tank when remote application is needed

Emergency Operation Scenarios

Loss of Water

- All food is served on disposable service ware.
- Arrangements will be made with a local water supplier to provide emergency supplies.
- Emergency menus are used until the end of the emergency.

Loss of Steam or Electricity

- The Food Service Director will evaluate the possibility of using alternative cooking methods.
- If alternative power is available, the standard menu will be followed.

Vendor Failure

- Substitutions of appropriate menu items of comparable quality and nutritional value for undelivered items.
- The Food Service Department will maintain the standard house menus with appropriate substitutions unless the delivery failure is so significant that emergency menus are required.

Work Stoppage

- Food Service will have on hand sufficient foodstuff and supplies to provide meal service during a work stoppage.
- Emergency menus will be instituted.
- An emergency workforce will be formed by employees from other units nearby, such as Clark County.

Inmate Work Stoppage

- Trinity has established an emergency staff recall hierarchy that consists of first utilizing Trinity staff employees assigned to the unit that may be off duty.
- Secondly, we would utilize Trinity staff from throughout the region.
- Thirdly we would call on our business partner's employees from the region.
- As a last resort, we would utilize temporary agency fill-in with the understanding that all call-in staff would have to clear a background check, know jail operations, and that the background clearances from other facilities would assist in streamlining the clearance process.

Menu Protocol

This protocol guides correctional food service managers who need to modify the regular menu due to an emergency.

The protocol defines menu patterns for use during emergencies when the food service kitchen cannot perform routine operations. It focuses on what it takes to ensure that we meet basic inmate nutritional needs during an emergency. The emergency may be a result of the following factors:

- Effects of a Pandemic
- Natural disasters such as hurricane, tornado, blizzard, and earthquake
- Mass disturbance, escapes or hostage situations resulting in complete facility lockdown
- Environmental catastrophes such as fire, flood, and biochemical spills
- Disease outbreaks
- Mass evacuations

In the event of an emergency involving disruption of food preparation and service, the regular menu will be substituted or modified using the Tier One or Tier Two meal pattern.



Tier One Meal Pattern

Indicators to Implement the Tier One Menu

- The emergency has the potential to be long-lasting however the expectation is a return to usual operating standards within a few days
- There is limited or no inmate/staff/ volunteer labor, but the expectation is a return to normal within a few days
- Vendor deliveries are unlikely but are expected to return to normal within a few days
- Power (electricity, steam, cooking gas) is not available; however, freezers, coolers, and an outlet for slicer are all required identified and operational on a back-up generator

Prerequisites to Using the Tier One Menu

- Based on Tier 1, a 2600-calorie meal pattern is implemented for all diets except Enhanced and Renal which will follow specific meal patterns
- Foods in the Tier 1 menu will not require cooking or heating
- Special product ordering will not be necessary since the menu will utilize inventory that is typically on hand
- The operation will maintain a minimum of 9 meals worth of food items listed in the menu pattern to be in the on-hand inventory at all times
- The Food Service Director will develop each day's menu based on the Tier 1 meal pattern utilizing stock that is typically on hand
- The Tier 1 meal pattern is used for a maximum of three days or nine consecutive meals

Tier One Meal Pattern

MEAL PATTERN		
	2600 Calories Meal Pattern	
BREAKFAST	Protein	1 Portion
	Starch	3 Portions
	Condiment	1 Portion
	Dessert/Fruit	1 Portion
	Beverage	1 Portion
LUNCH	Protein	2 Portions
	Starch	4 Portions
	Condiment	1 Portion
	Fruit	1 Portion
	Beverage	1 Portion
DINNER	Protein	2 Portions
	Starch	4 Portions
	Condiment	1 Portion
	Dessert	1 Portion
	Beverage	1 Portion

FOOD GROUPS									
Protein	**One Portion**	**Starch**	**One Portion**	**Condiment**	**One Portion**	**Dessert/Fruit**	**One Portion**	**Beverage**	**One Portion**
Sliced Deli Meat	2 wz	RTE, Cereal	3/4 C	Margarine	1 Tb	Cookies, 3 oz	1 each	Milk	1 C
		w/ 2 pkts sugar		Mayo Style Dressing	2 Tb	Cake, 1/54	1 pc	Smart Milk	1 C
Cheese	2 wz	Sliced Bread	1 sl	Jelly	2 Tb	Canned Fruit	1/2 C		
		Buns (HD/HB)	1/2 ea			Fruit Juice	1/2 C		
Peanut Butter	2 Tb	Cornbread, 1/54	1/2 ea			Fresh Fruit	1 ea		
		Saltines	6 ea						
Sliced Deli Meat	2 wz	Sliced Bread	1 sl	Margarine	1 Tb	Canned Fruit	1/2 C	Hi Cal Beverage	1 C
		Corn Taco Shell	1 ea	Mayo Style Dressing	2 Tb	Fruit Juice	1/2 C		
Cheese	2 wz	Buns (HD/HB)	1 ea	Jelly	2 Tb	Fresh Fruit	1 ea		
		Cornbread, 1/54	1/2 ea						
Peanut Butter	2 Tb	Saltines	6 ea						
Sliced Deli Meat	2 wz	Sliced Bread	1 sl	Margarine	1 Tb	Baked Cookie	3 oz	Hi Cal Beverage	1 C
		Corn Taco Shell	1 ea	Mayo Style Dressing	2 Tb	Cake, 1/54	1 pc		
Cheese	2 wz	Buns (HD/HB)	1/2 ea	Jelly	2 Tb	Brownie, 1/54	1 pc		
		Cornbread, 1/54	1/2 ea			Fruit Crisp	1/2 C		
Peanut Butter	2 Tb	Saltines	6 ea			Ice Cream	1/2 C		
						Popsicle	1 ea		
						Jello	1/2 C		

Tier Two Meal Pattern

Indicators to Implement the Tier Two Menu

- The emergency has the potential to be long-lasting; however, the expectation is a return to usual operating standards within a few days.
- The emergency has the potential to be long-lasting however almost all operating standards can be met
- There is limited inmate/staff/ volunteer labor yet almost all operating criteria can be met
- Vendors can make deliveries
- All or most major equipment is operational

Prerequisites to Using the Tier Two Menu

- Based on the Tier 2 2600 calories meal pattern
- Forms the basis of the diet menus which will have separate meal patterns
- Will be developed for use for an extended emergency period but transition to regular food service as soon as feasible
- The decision to implement Tier 2 protocol will involve the Regional Director, District Manager, and Food Service Director
- The Food Service Director will develop each day's menu based on the Tier 2 meal pattern, selecting menu items to accommodate available labor and equipment

Tier Two Meal Pattern

MEAL PATTERN		
	2600 Calories Meal Pattern	
BREAKFAST	Protein	1 Portion
	Starch	3 Portions
	Condiment	1 Portion
	Fruit/Vegetable	1 Portion
	Beverage	1 Portion
LUNCH	Protein	1 Portion
	Starch	4 Portions
	Condiment	1 Portion
	Fruit/Vegetable	1 Portion
	Dessert	1 Portion
	Beverage	1 Portion
DINNER	Protein	1 Portion
	Starch	4 Portions
	Condiment	1 Portion
	Fruit/Vegetable	1 Portion
	Dessert	1 Portion
	Beverage	1 Portion

FOOD GROUPS											
Protein	One Portion	Starch	One Portion	Condiment	One Portion	Fruit/Vegetable	One Portion	Dessert	One Portion	Beverage	One Portion
		RTE, Cereal	3/4 C								
Sliced Deli Meat	2 wz	w/ 2 pkts sugar									
Cheese	2 wz	Ckd Cereal	1 C	Margarine	1 Tb	Fresh Fruit	1 ea			Milk	1 C
Peanut Butter	2 Tb	Sliced Bread	1 sl	Mayo Style Dressing	2 Tb	Canned Fruit	1/2 C			Smart Milk	1 C
Turkey Sausage	2 wz	Coffeecake 1/54	1/2 ea	Jelly	2 Tb	Fruit Juice	1/2 C				
		Cornbread 1/54	1/2 ea								
		Waffle	1 ea								
		High Fiber Cake	1/2 ea								
		Saltines	6 ea								
Poultry	3 wz										
Sliced Deli Meat	3 wz	Sliced Bread	1 sl			Fresh Fruit	1 ea				
Cheese	3 wz	Corn Taco Shell	1 ea	Margarine	1 Tb	Canned Fruit	1/2 C	Cake 1/54	1 ea	Hi Cal Beverage	1 C
Peanut Butter	4 Tb	Buns (HD/HB)	1/2 ea	Mayo Style Dressing	2 Tb	Fruit Juice	1/2 C	Coffeecake 1/54	1 ea		
Polish Sausage	4 wz	Cornbread 1/54	1/2 ea	Jelly	2 Tb	Carrot/Celery Sticks	6 ea	Baked Cookie	3 oz		
Hamburger	4 wz	Pasta, ckd	1/2 C	Salad Dressing	2 Tb	Frozen Vegetable	1/2 C	Fruit Crisp	1/2 c		
Hot Dog	3 wz	Rice, ckd	1/2 C			Canned Vegetable	1/2 C	Brownie 1/54	1 ea		
Dried Beans, any type	1 C	Potatoes, ckd	3/4 C			Tossed Salad	1 C	Jello	1/2 c		
Fish	4 wz	Saltines	6 ea					Popsicle	1 ea		
								Ice Cream	1/2 c		
Poultry	3 wz										
Sliced Deli Meat	3 wz	Sliced Bread	1 sl			Fresh Fruit	1 ea				
Cheese	3 wz	Corn Taco Shell	1 ea	Margarine	1 Tb	Canned Fruit	1/2 C	Cake 1/54	1 ea	Hi Cal Beverage	1 C
Peanut Butter	4 Tb	Buns (HD/HB)	1/2 ea	Mayo Style Dressing	2 Tb	Fruit Juice	1/2 C	Coffeecake 1/54	1 ea		
Polish Sausage	4 wz	Cornbread 1/54	1/2 ea	Jelly	2 Tb	Carrot/Celery Sticks	6 ea	Baked Cookie	3 oz		
Hamburger	4 wz	Pasta, ckd	1/2 C	Salad Dressing	2 Tb	Frozen Vegetable	1/2 C	Fruit Crisp	1/2 c		
Hot Dog	3 wz	Rice, ckd	1/2 C			Canned Vegetable	1/2 C	Brownie 1/54	1 ea		
Dried Beans, any type	1 C	Potatoes, ckd	3/4 C			Tossed Salad	1 C	Jello	1/2 c		
Fish	4 wz	Saltines	6 ea					Popsicle	1 ea		
								Ice Cream	1/2 c		

Safely Re-establishing Food Service After a Disaster

Trinity follows emergency procedures to re-establish safe, sanitary food handling and service environments following unfortunate disasters. These could include floods, earthquakes, hurricanes, fires, and tornadoes, which may be accompanied by excessive wind and water and power outages and utility interruptions, all of which disrupt our normal business operations.

Our unit management is responsible for contacting local, state, or provincial health departments or other appropriate regulatory authorities for specific reopening requirements and approval to reopen following interruption of operations due to a disaster.

Personal Safety

Regardless of the nature of the disaster, personal safety is our priority. Our staff will not initiate cleanup activities until all hazards associated with high water, gas leaks, downed power lines, damaged buildings, and contamination are removed.

We will conduct a preliminary survey of the facility in the daylight. Damaged buildings and facilities must be entered cautiously. Once the extent of any damage has been determined, and hazards have been identified, our staff will prepare for cleanup by arranging for removal of all filth and debris, and obtain the necessary equipment, including protective clothing and safety equipment..

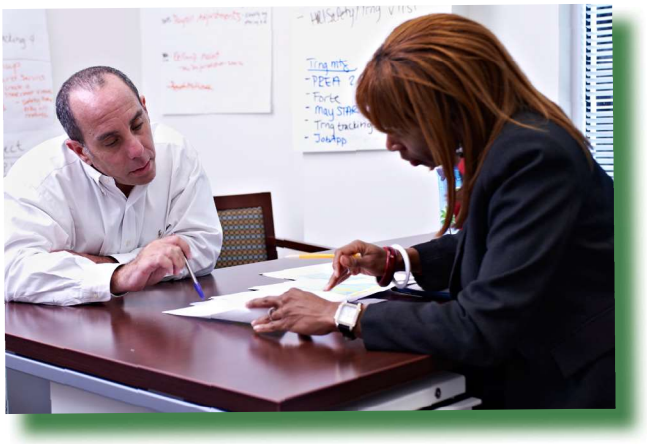
Initial Cleanup

Water used for cleanup activities must be from a known safe source. Instructions for disinfection of a flooded well or one that is being reactivated are available from District Management. Assistance from service professionals or utility companies is requested to disconnect equipment, open breaker boxes, or restart equipment in flooded or water-damaged facilities.

In flooded or water-damaged operations, we will wash or flush walls and floors with clean water. Final cleanup of walls, floors, ceilings, cabinets, counters, immobile equipment, and other surfaces, is done with plenty of detergents to remove soil and stains.

Without exception, a thorough cleaning will be followed by effective disinfection of all surfaces, opening doors and vents, and portable mechanical ventilation. We realize that bleach is a hazardous chemical and must be used properly to avoid injury and use personal protective equipment as needed while following all instructions for its use.

j. Transition Plan



As your incumbent vendor, Trinity's Transition Plan will be very basic, as we currently have experienced management, procedures, and programs in place. However, we will conduct a thorough review of all programs and procedures with all staff members to guarantee you that we are in 100% compliance with the new contract.

New Unit Transition Plan/ Checklist

The District Manager and the applicable opening team members will use the following checklist as a guide for updating and implementing our standard operating procedures and incorporating any changes brought by a new contract based on this RFP. The timeline can be compressed or expanded to meet your schedule and needs.

TRINITY SERVICES GROUP
4 WEEK TRANSITION / IMPLEMENTATION PLAN CHECKLIST

UNIT NAME:	
UNIT NUMBER:	
OPENING DATE:	
DISTRICT MANAGER:	

4 WEEKS PRIOR TO OPENING DATE

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Place recruitment advertisements in local newspapers, periodicals and in talentReef. Determine availability of incumbent contractor employees	DM / HR		
Review contract in detail.	DM		
Interview Management candidates. Make offer.	DM		
Contact incumbent contractor and client to review the transition schedule.	DM		
Meet with institution management to discuss the transition schedule.	DM		
Determine the primary vendor. Supply a copy of the purchasing specifications along with any special needs.	PURCHASING		
Determine what direct vendors will be used. Contact for ordering criteria and provide and necessary information.	PURCHASING		
Determine the paper supply vendor. Contact and supply with all necessary information.	PURCHASING		
Determine the cleaning supply vendor. Provide with a list of all needs.	PURCHASING		
Procure all necessary licenses and permits. Check for any Federal, State, and County and City requirements.	DM / PURCHASING		
Gather all personnel benefits information from Corporate.	DM		
Determine where interviews for recruiting will take place.	DM / HR		
Determine the Repair and Maintenance Vendor. Schedule walk-- -thru of facility to access current and future needs. Supply vendor with necessary contractual obligations.	DM		
Complete paperwork for new unit number.	DM		
Notify Dietitian we have been awarded the business and what menu is going to be used.	DM		
Inform Dietitian of any accreditations that need to be followed.	DM		
Arrange relocation of all management candidates.	DM / HR		
Determine opening team members. Call each individual to assess any special needs or concerns.	DM / MGR		
Determine the source for employee uniforms. Gather all necessary information and finalize ordering procedures.	DM / PURCHASING		
Call the Trinity training director to arrange for new employee orientation and training.	DM / HR		
Call the institution training director to arrange for new employee orientation to satisfy state and contractual obligations.	DM / MGR		
Arrange for health cards and drug tests for each employee as required by the facility or the local health authorities.	DM / HR		
Call the Cleaning supply representative to schedule a walk-- -thru of the facility to determine product and dispenser needs.	DM / MGR		
Order computer hardware.	DM		
Order computer software.	DM		
Order all required administrative forms.	DM		
Interview all prospective employees'. Make offers to allow for the next two weeks as the two week notice at their previous employer. Meet with existing contractor employees.	DM / MGR		
Order all manuals etc. from Trinity Corporate Office.	DM		
Introduce the Manager to the institution.	DM		
Order any equipment as outlined in the proposal.	DM / MGR		

2 WEEKS PRIOR TO OPENING DATE

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Ensure employee training is on schedule to begin next week.	MGR / TRAIN. COORDINATOR		
Prepare opening orders and discuss any areas of concern with all pertinent vendors.	MGR / PURCHASING		
Establish preliminary production record forecasts, develop the appropriate production schedule AND COMPLETE Prep and Pull sheets for opening week.	MGR		
Review inmate requirements and current inmate work schedules at the institution.	MGR		
Create a current unit level, PBSO, table of organization to familiarize all Trinity staff with institution chain of command.	DM		
Arrange for the training of the administrative assistant.	MGR		
Create a table of organization for Trinity unit level operations.	MGR		
Prepare for the opening team a "Summary of Contractual Obligations," to help familiarize our staff with unit level operations.	DM / MGR		
Arrange for new telephone/fax lines if necessary. Assess institutions current system for adequacy.	MGR / IT TEAM		
Determine which employees need ServSafe Training.	MGR		
Order CHAT.	MGR		
Develop meal count sheets and billing sheets.	DM / MGR		
Order Red and Green Buckets.	MGR		
Arrange for emergency medical treatment. Procure necessary first aid supplies.	MGR		
All unit personnel report for 40 hour training and orientation.	MGR		
Issue uniforms to employees'.	MGR		
Establish tool control and key control systems.	DM / MGR		
Arrange to have equipment sales/service representatives present to provide training on any new or existing equipment.	MGR		
Refine emergency contingency plans. Review with institution staff.	MGR		
Develop product delivery contingency plans.	MGR		
Place all opening orders. Confirm product availability through vendor representatives.	MGR		
Confirm product delivery dates. Coordinate with incumbent contractor.	MGR		
Meet with institutional staff to review progress.	DM / MGR		

3 WEEKS PRIOR TO OPENING DATE

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Provide legal with copy of RFP and Proposal.	PDC		
Send copy of Contract Request Form to Legal and note time frame for delivering to client and also any unusual terms or requirements	SALES		
Finalize the opening team travel arrangements.	DM		
Determine uniform sizes and place order.	DM / MGR		
Refine specific job descriptions for Trinity staff.	MGR		
Develop specific cleaning schedules for each institution.	MGR		
Prepare specific work schedules for Trinity staff.	MGR		
Order necessary office equipment and supplies.	MGR		
Contact the institution Medical Director for a current list of diets to ensure all necessary recipes etc. are available.	MGR / REGION DIETITIAN		
Contact the institution chaplain for a list of all religious diets.	MGR / REGION DIETITIAN		
Order a phone card for the unit management.	DM		
Establish our "back-up" production staff from a pool of experienced and seasoned Trinity employees.	DM\MGR		
Establish the schedule for ordering and receiving of food supplies. Coordinate with incumbent contractor.	MGR		
Review specific security, safety and institutional policies which will need to be conveyed to our permanent and opening team members.	MGR		
Order P-Card for new manager.	DM		
Submit form to get vendor number for new manager.	DM		
Finalize Menus.	DM		
Confirm serving times for inmates and staff.	DM/MGR		
Meet with institution staff to review progress.	DM/MGR		

1 WEEKS PRIOR TO OPENING DATE

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Arrange for pre-opening cleaning (if necessary).	MGR		
Arrange for opening team to be on location at least 4 days prior to opening.	MGR		
Finalize inventory book/ordering system. Set up menu management system.	MGR / IT COORDINATOR		
Make final review of work schedule to ensure adequate coverage.	MGR		
Review equipment with incumbent institution staff.	MGR		
Review first week's menu with institution staff.	MGR		
Adjust production forecasts as necessary. Print recipes and production records for 1st week.	MGR		
All unit personnel report for Trinity orientation and training.	MGR / TRAIN. COORDINATOR		
Prepare the units filing system complete with files full of forms and other necessary documentation.	MGR		
Receive opening orders.	MGR		
Arrange a "dry run" for delivery vehicles to points of service.	MGR		
Conduct equipment and small wares inventory with client.	MGR		

k. Method to Electronically Manage Staff Meals

Food Service Ace

www.foodserviceace.net/staff-meals



FOOD SERVICE ACE
STAFF MEALS

Order with a tap,
Account in a snap

FOOD SERVICE ACE STAFF MEALS

Food Service Ace – Staff Meals is a mobile app from the Food Service Ace™ suite. It allows facility staff to order lunch and dinner quickly and easily from a dining room pad or the Staff Meals website. Meals ordered from the dining room pad are prepared as the orders are received. Website orders may be scheduled for pickup. The app insures accurate production accounting and invoicing for meals served.



System Requirements

- Wireless or hardwire Internet connection
- Power source

Key Capabilities

ORDERING OPTIONS

- Dining room orders prepared as orders are received
- Option to schedule website orders for future pickup at the dining room of choice

FLEXIBLE CONFIGURATIONS

- Easily update menus
- Option to include modifiers and side items
- Meals may be complimentary or tendered with cash, credit card, payroll deduction or invoice to client

REAL TIME UPDATES

- Automatically displays orders to kitchen prep personnel on tablet display or optional order chit printer
- Orders sort by promise time and are color coded to show minutes remaining before promise time

ACCURATE RECORDS

- Detail report shows the meals individual staff members ordered during selected time period
- Summary report provides quantity of meals ordered during a given day and meal period and breaks down ordering by facility section
- Matrix report offers side-by-side comparison of total meals ordered during a given day and meal period with totals broken down by the meal period and facility section

System Specifications

- Samsung 10.1" tablets
- Rotating, steel ordering kiosk
- Optional RFID reader
- Receipt printer (5.6" x 5.2" x 8")
- Steel kitchen tablet mount

Stan Raber
(312) 663-3658 ext. 101

www.foodserviceace.net
sraber@foodserviceace.net

53 W. Jackson Blvd
Suite 552
Chicago, IL 60604

Section 4 - Exceptions to the Sample Contract

1. Exhibit A, A-2, J.4 Inmate Workers. Please strike the following requirement, "Successful Offeror will supply each Inmate that works in the culinary facility a minimum 1.5oz candy bar per shift" and replace it with the following, "The parties agree that the Successful Bidder will provide a credit to the City in the amount of Fifteen Thousand Dollars ($15,000) per contract year. This credit shall be issued on the Successful Bidder's first food service invoice of each contract year. Provided, however, should the Agreement be terminated or expire prior to the full contract year during which the credit was issued, the City shall reimburse the Successful Bidder the prorated amount of the credit within thirty (30) days of the Agreement's expiration or earlier termination."
2. Exhibit B, B-2, Section 10. Equipment Maintenance and Replacement. Please add the following provision, "Maintenance and repair or replacement of the City's equipment shall be the financial responsibility of the Successful Bidder up to $75,000 annually. Any cost over that amount shall be the responsibility of the City."
3. Please include the following paragraph, "In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Successful Bidder's control, including, but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Successful Bidder's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

4. Please add the following paragraph, "The Successful Bidder shall not be subject to credits, liquidated damages, fees, penalties, or other charges if the performance of any terms or provisions herein shall be delayed or prevented because of the Successful Bidder's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, shortages, strikes, lockouts, differences with workmen, fires, floods, pandemics, Acts of God or Nature, or any other reason whatsoever which is not within the control of the Successful Bidder and which, by the exercise of reasonable diligence, the Contractor, is unable to prevent."

Section 7 - Litigation History

Trinity Services Group, Inc. ("Trinity") from time to time may be a party to a claim incidental to the conduct of its business. Any such claims, individually or in the aggregate, are not material to Trinity's business, financial conditions, results of operations, cash flows or its ability to perform. Trinity takes all reasonable efforts, whenever possible, to amicably resolve any disputes or conflicts rather than incurring the cost and distraction of litigation. Over the past five (5) years, Trinity has had no litigation with any client or governmental agency and no judgments have been entered against Trinity in any litigation. Presently, there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Trinity, which if decided against Trinity will have a material adverse effect on the ability of Trinity to fulfill its obligations under any contract which may arise out of this Request for Proposal.

EXHIBIT F - PRICING

TRINITY SERVICES GROUP City of Las Vegas Inmate Population Sliding Scale				
FROM		**TO**		**PRICE**
And Below	-	250	$	3.321
251	-	275	$	3.059
276	-	300	$	2.844
301	-	325	$	2.665
326	-	350	$	2.517
351	-	375	$	2.390
376	-	400	$	2.280
401	-	425	$	2.183
426	-	450	$	2.098
451	-	475	$	2.023
476	-	500	$	1.955
501	-	525	$	1.894
526	-	550	$	1.839
551	-	575	$	1.789
576		600	$	1.743
601		625	$	1.701
626		650	$	1.662
651		675	$	1.627
676		700	$	1.594
701		725	$	1.563
726		750	$	1.535
751		And Over	$	1.508

PERFORMANCE BOND

BOND NUMBER_____
DATE EXECUTED_____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED AND EXECUTED BY AN APPOINTED AGENT LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid Documents issued in connection with Bid No. _____, for the project commonly known and entitled, to wit: _____ (herein the "Contract").

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum _____($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the City from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the City, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the City, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

IN WITNESS WHEREOF this instrument has been executed this _____ day of _____, 20_____.

Contractor: _____

_____
(Authorized Representative and Title)

By: _____
(Signature to be notarized)

Surety: _____

_____
(State of Nevada, License Number)

_____
(Agent Name)

By: _____
(Signature to be notarized)

Address: _____

_____

Telephone: _____

Email: _____

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve award of Amendment No. 1 to Contract No. 200013-JH, Prime Design Services contract for Lake Mead - Losee to Simmons - Street Rehab and Complete Street Upgrades - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($321,855 - Road and Flood Capital Projects Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $321,855
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract was approved by City Council on September 4, 2019 to provide services for the complete street rehabilitation upgrades. Amendment No. 1 will provide additional services for project management, field verifications, survey, waterline design, traffic signal design, landscape design, and additional designs associated with the roadway corridor. Amendment No. 1 increases the contract amount by $321,855, from $997,722 to $1,319,577. HDR Engineering, 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. Amendment No. 1 to Contract No. 200013-JH
2. Certificate - Disclosure of Ownership and Principals

AMENDMENT NO. 1

PRIME DESIGN SERVICES CONTRACT FOR

LAKE MEAD – LOSEE TO SIMMONS – STREET REHAB AND COMPLETE STREET UPGRADES

MWA 505 HANSEN NO. 75715

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2021, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and HDR ENGINEERING, INC. a Corporation (hereinafter the "Company") having its principal office located at 6750 Via Austi Parkway, Suite 350, Las Vegas, NV 89119.

WHEREAS, the City and the Company have entered into that certain 200013-JH Prime Design Services Contract for Lake Mead - Losee to Simmons-Street Rehab and Complete Street Upgrades, Contract dated September 4, 2019 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to perform additional services associated with project management, field verifications, survey, waterline design, traffic signal design, landscape design, and additional designs associated with the roadway corridor.

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

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

2. Exhibit B-1 No additional submittals are anticipated, the proposed improvements will be incorporated into the plan set for each contract submittal.

3. Exhibit "C" Performance Schedule change:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
ALTERNATIVE ANALYSIS	60	
30% DESIGN PHASE	219	
70% DESIGN PHASE	153	
90% DESIGN PHASE	255	Includes 5-week CLV Review
100% DESIGN PHASE	102	Includes 5-week CLV Review
BID PHASE	150	
TOTAL CALENDAR DAYS TO COMPLETE:	**939**	

4. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $321,855.00, from $997,722.00 to $1,319,577.

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

TONYA KEMBLE, Purchasing Manager

ATTEST:

LUANN D. HOLMES, MMC Date

City Clerk

APPROVED AS TO FORM:

John S. Ridilla 4/14/21

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

HDR Engineering, Inc.

Craig W. Smart 04/16/21

CRAIG W. SMART, Associate Vice President Date

CONTRACT AMENDMENT NO. 1

EXHIBIT A-1 SCOPE OF SERVICES

LAKE MEAD – LOSEE TO SIMMONS –

STREET REHAB AND COMPLETE STREET UPGRADES

MWA 505 HANSEN NO. 75715

SCOPE OF WORK

701 Preliminary and General Items

Consultant shall provide project management services per Article 101.1 for an additional 12 months of design phase.

An additional 12 progress meetings will be added per Article 101.2.3 to the design phase.

702.1 Subsurface Utility Engineering (SUE) Services

Consultant shall provide an additional forty-six (46) potholes per Article 102.4.

702.2 Revised Cross Section for New Bicycle Lanes

Consultant shall provide final design and related roadway improvements on Lake Mead Boulevard from Simmons Street to Losee Road based on a revised cross section that consists of medians, existing sidewalk, four 10.25' wide inside travel lanes, two 11' wide outside travel lanes, and two 4' wide (minimum) bicycle lanes for the majority of the project limits. Between J Street and H Street, the cross section will consist of medians, shared use path, two 11' wide inside travel lanes, two 11' wide outside travel lanes, and two 7' wide parking lanes. On the north side of Lake Mead Boulevard, between La Salle Street and H Street, the existing sidewalk will remain in place, in order to avoid negatively impacting residential, commercial, an RTC bus stop, and vehicular functionality. In addition to a change in cross section, this design also includes modifications to existing and proposed median configurations. Two meetings will be conducted to present final roadway and striping configuration prior to beginning design production for the 90% submittal. These meetings will be used to achieve consensus on final design configuration to be progressed forward. If needed, the traffic analysis memo will be updated. This final design is a revision to the 70% complete design submittal dated July 23, 2020 and includes the following additional items of work:

1. Revisions to: median island details (8 sheets), signing and marking plans (8 sheets), and traffic signal plans (9 sheets).

702.3 Lighting Analysis – J Street to H Street

Consultant shall provide lighting analysis for the street light design along Lake Mead Boulevard between J Street and H Street. A complete streets design approach is being taken in these limits that may require the use of a variation of light pole types (i.e., dual arms, single arms, standard length luminaire arms, longer length luminaire arms, etc.), in order to best serve the mixed users of the area. Consultant will perform a lighting analysis to confirm final lighting configuration meets the RTC illumination standards.

702.4 Landscape and Aesthetics

Consultant shall provide final design for planting and irrigation of medians along Lake Mead Boulevard from Simmons Street to Losee Road. Between J Street and H Street, planting and irrigation will be provided along the south amenity zone that will be created with proposed roadway improvements. A pedestrian fence will be added in the medians between J Street and H Street.

Consultant shall prepare planting plan indicating the location of trees, shrubs, and groundcovers. A plant schedule will be prepared listing all plant material with botanical and common names as well as size and quantity. Schedule of rock fines and mulches to include size, areas, depth, and color.

Consultant shall prepare irrigation plans indicating location and type of valves, heads, lines, sleeves, and anti-siphon device. An irrigation schedule will be prepared specifying City of Las Vegas approved manufacturers as well as equipment quantities.

Consultant will coordinate with the City of Las Vegas and NDOT to develop an aesthetic treatment type for retaining and visual screen walls. These treatments are anticipated to include color and texture options for these walls only. The locations of such walls are anticipated to be the south side of Lake Mead Boulevard from J Street to La Salle Street and at the bus turn-out just east of Losee Road. This final design is an addition to the 70% complete design submittal dated July 23, 2020 and includes the following additional items of work:

1. Revisions to typical sections to depict landscape areas, reference callouts, and notes required for L&A coordination. (3 sheets).
2. New plan sheets as follows: planting plans (27 sheets), irrigation plans (27 sheets), and details (8 sheets).
3. Four (4) L&A Meetings.

702.5 8” Water Line Relocation

Consultant shall provide final design for relocation of approximately 1,350 feet of an existing 8” diameter water line located on the south half of Lake Mead Boulevard. The water line is to be relocated to avoid conflict with a proposed curb to be included with the proposed roadway improvements. The limits are approximately from J Street to H Street. This final design is an addition to the 70% complete design submittal dated July 23, 2020 and includes the following additional items of work: Potholes required for the waterline relocation are included in Task 702.1

1. New plan sheets as follows: water line plan and profile (2 sheets), lateral connection profiles (2 sheets), and water line details (2 sheets).

702.6 Additional Drainage Review

The proposed roadway cross section along Lake Mead Boulevard fronting the Doolittle Community Center requires the relocation of an existing wall to be moved further onsite towards the Doolittle Community Center Building. An existing swale will be impacted due to the proposed relocation of the existing wall. Consultant shall review the Doolittle Community Center Drainage Report dated April 2001 and evaluate the existing onsite drainage conditions of the Doolittle Community Center Building along the Lake Mead Boulevard frontage. Consultant will analyze and confirm that the swale relocation will accommodate the existing flow and will not affect the existing drainage condition and finished floor of the existing building.

Consultant will perform a site walk to identify each existing inlet type along the project limits and will visually determine which inlets appear to be damaged. The utility plans will be updated to identify drop inlets that shall be replaced based off the site walk.

This work is an addition to the 70% complete design submittal dated July 23, 2020 and includes the following additional items of work:

1. Revisions to: typical sections (3 sheets)
2. New plan sheets as follows: civil detail (1 sheet).

702.7 Structural Design

Consultant shall provide structural design of non-standard improvements to be incorporated into the final design. This work is an addition to the 70% complete design submittal dated July 23, 2020 and includes the following additional items of work:

1. Structural design for custom bus turnout wall east of the Losee Intersection.
2. Structural review of the Doolittle Community Center Building floor plan and foundation plan to avoid impacts with proposed relocated CMU wall.
3. Structural design of CMU wall with custom footing to be compatible when located near the Doolittle Community Center Building.

702.8 Additional Field Survey

Consultant shall acquire field survey shots in specific areas where proposed roadway improvements are to be outside of the City's existing R/W. This work is an addition to the 70% complete design submittal dated July 23, 2020 and includes the following additional items of work:

1. Acquire survey shots of existing drainage easement channel and face of wall located on the southwest corner of the Lake Mead Boulevard & Tonopah Drive Intersection.
2. Acquire survey shots of the Andre Agassi High School onsite frontage in the vicinity of the proposed RRFB pole and curb ramp at the Lexington Street Intersection.
3. Acquire survey shots of the onsite pedestrian path located on the southwest corner of the Lake Mead Boulevard & J Street Intersection.
4. Acquire survey shots of the Doolittle Community Center onsite frontage along Lake Mead Boulevard between J Street and the western-most driveway.
5. Acquire survey shots of onsite driveways located along Lake Mead Boulevard between J Street and H Street.
6. Acquire survey shots of onsite frontage of residential development located on the southwest corner of the Lake Mead Boulevard & H Street Intersection.

702.9 RRFB at Pink Rose Street Intersection

Consultant shall provide final design to include a fully functional pedestrian crossing at the Lake Mead Boulevard and Pink Rose Street Intersection. The design will be per RTC standards and will meet PROWAG guidelines. Lighting analysis will be performed to confirm illumination at the median island meets RTC standards. Power source will be hard-wired. This final design is a revision to the 70% complete design submittal dated July 23, 2020 and includes the following additional items of work:

1. New plan sheets as follows: RRFB plan sheet (1 sheet) and a schedule sheet (1 sheet).

702.10 Additional Street Light Design

Consultant shall provide final design for replacement of street lights located on the north sidewalk of Lake Mead Boulevard between Tonopah Drive and Comstock Drive. The existing street lights will be replaced with new per RTC standards. Existing overhead power will be maintained.

The existing school flashers located along Lake Mead Boulevard between Tonopah Drive and Comstock Drive will be replaced with new per RTC Standards. Existing hard-wired power source will be maintained.

Consultant shall provide final design for replacement of street light conductors located along Lake Mead Boulevard between Losee Road and I-15. The existing street lights and conduits will remain protected in place. This final design is a revision to the 70% complete design submittal dated July 23, 2020 and includes the following additional items of work:

1. Revisions to: street lighting plan (1 sheet).

702.11 Simmons Intersection

Consultant shall provide final design for upgrading the Lake Mead Boulevard and Simmons Street Intersection to meet PROWAG guidelines. The existing pavement limits will be extended to encompass the entire intersection to replace existing rutting and cracking in the pavement. Grading details will be provided to depict elevations and slopes for curb ramps and pavement. Signing and marking limits will be updated to correspond to new pavement replacement limits. Traffic signal system will be upgraded, as needed, to meet PROWAG guidelines.

1. Revisions to: demo and removal plan (1 sheet), roadway plan and profile (1 sheet), grading details (1 sheet), median island details (1 sheet), utility plan (1 sheet), signing and marking (1 sheet), traffic signal plan (1 sheet), and traffic signal schedule (1 sheet).

703.1 100% Prefinal Submittal

Consultant shall provide 100% prefinal designs as part of the project for all additional work specified in the Contract Amendment, in accordance with the Contract Article 105.

703.2 100% Final Submittal

Consultant shall provide 100% final designs as part of the project for all additional work, specified in the Contract Amendment, in accordance with the Contract Article 105.

CONTRACT AMENDMENT NO. 1

EXHIBIT D-1 CONTRACT MODIFICATION FEE BREAKDOWN

EXHIBIT D-1: CONTRACT MODIFICATION #1 FEE BREAKDOWN		
TASK	**DESCRIPTION**	**Task Amounts**
701	Preliminary and General Items (SPLIT)	**$ 27,554.83**
702.1	Subsurface Utility Engineering (SUE) Services (SPLIT) (46 PHs)	**$ 62,457.75**
702.2	Revised Cross Section for New Bike Lanes (SPLIT)	**$ 29,517.87**
702.3	Lighting Analysis - J Street to H Street	**$ 4,593.69**
702.4	Landscape and Aesthetics (62 new sheets) (SPLIT)	**$ 87,966.25**
702.5	8" Water Line Relocation (6 new sheets)	**$ 20,964.67**
702.6	Additional Drainage Review	**$ 7,902.98**
702.7	Structural Design	**$ 11,488.39**
702.8	Additional Field Survey	**$ 7,721.49**
702.9	RRFB at Pink Rose Street Intersection (CNLV)	**$ 9,275.45**
702.10	Additional Street Light Design (SPLIT)	**$ 8,033.83**
702.11	Simmons Intersection (CNLV)	**$ 15,692.67**
703.1	100% Pre-Final Submittal	**$ 18,973.84**
703.2	100% Final Submittal	**$ 9,711.29**
	Total Contract Modification - Hours	**1,130**
	Total Contract Modification - Fee	**$ 321,855.00**

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: HDR Engineering, Inc.	**Services for:** Lake Mead - Lossee to Simmons Street Rehab
Address: 6750 Via Austi Pkwy, Ste 350, Las Vegas, NV 89119	
Telephone: (702) 938-6000	**Project Number:** HDR Project No. 10190741, CLV Contract No. 200013-JH
EIN or DUNS : 47-0680568	

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.	see attached document		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: Disclosure of Ownership

Date of Attached Document: 2-20-21 Number of Pages: 23

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.

Craig W. Smart

March 23, 2021
Date

Subscribed and sworn to before me this 23rd day of March, 2021

L Kubiak

LAURA D. KUBIAK
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 96-2752-1
MY APPT. EXPIRES 03-11-2023

Disclosure of Ownership 2021

HDR Engineering, Inc. - Officers

Display Name	Officer Title	Location
Crockett, Timothy R.	Chief Operating Officer, President	Omaha
Graff, Neil A.	Executive Vice President	Austin
LeCureux, David F.	Executive Vice President	Omaha
McAneny, Douglas J.	Executive Vice President	Washington
Meysenburg, Galen J.	Executive Vice President	Omaha
Roden, Laurie L.	Executive Vice President	Phoenix
Shoemaker, Darryl J.	Executive Vice President	Vancouver
Wignall, Douglas S.	Executive Vice President	Omaha
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Beduhn, Robert J.	Senior Vice President	Omaha
Bekka, Khalid	Senior Vice President	Omaha
Berman, Robert S.	Senior Vice President	Bellevue
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Blank, Jeffrey C.	Senior Vice President	Portland
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Catron, Heather J.	Senior Vice President	Portland
Charalambous, Yiannoulla	Senior Vice President	New York
Chiglo, Jay L.	Senior Vice President	Dallas
Christopher, Stanley A.	Senior Vice President	Kansas City
Clark, Angela M.	Senior Vice President	Madison

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Grenoble, Bruce A.	Vice President	Charlotte
Grimstad, James E.	Vice President	Billings
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Gross, William	Vice President	Pittsburgh
Grubstein, Michael Y.	Vice President	San Diego
Gruver, Terry J.	Vice President	Phoenix
Gruwell, Nancy A.	Vice President	Omaha
Gunderson, Adrian A.	Vice President	Walnut Creek

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Haid, Thomas C.	Vice President	Fulton
Haley, Henry P.	Vice President	Bellevue
Hall, Ryan Z.	Vice President	Boise
Hammer, Mark J.	Vice President	Folsom
Hans, Jeffrey P.	Vice President	Pittsburgh
Hansen, John M.	Vice President	Orlando
Harmon, Daniel J.	Vice President	Missoula
Harris, Jared R.	Vice President	Billings
Hartshorn, Kelly W.	Vice President	Phoenix
Hawley, William T.	Vice President	Anchorage
Hecht, James R.	Vice President	San Diego
Heffron, Tammy C.	Vice President	Denver
Hein, Thomas M.	Vice President	Rosemont
Herald, Edward J.	Vice President	Seattle
Hernandez, Cynthia	Vice President	San Antonio
Herrington, Lew R.	Vice President	Tampa
Hickey, Douglas D.	Vice President	St. Louis
Hill, Bart B.	Vice President	Rosemont
Hill, Jason L.	Vice President	Gig Harbor
Hino, Francis T.	Vice President	Honolulu
Hoff, Steven H.	Vice President	Sioux Falls
Hoffman, Robert W.	Vice President	Dallas
Holcomb, Donald R.	Vice President	Sarasota
Horton, Richard T.	Vice President	Omaha
Howie, Bruce J.	Vice President	White Plains
Hyland, Emily B.	Vice President	Minneapolis
Hyre, John B.	Vice President	Tampa

Display Name	Officer Title	Location
Imhoff, Cory M.	Vice President	Kansas City
Islam, Rashed T.	Vice President	Austin
Izzo, Vincent J.	Vice President	Helena
Jeffcoat, Stuart B.	Vice President	Atlanta
Johnson, Andrew D.	Vice President	Austin
Johnson, Lawrence P.	Vice President	Sacramento
Jong, Ken E.	Vice President	Walnut Creek
Joudrey, Cynthia L.	Vice President	Boston
Kalis, Michael P.	Vice President	Kansas City
Keane, Kevin D.	Vice President	Mahwah
Keller, Kevin K.	Vice President	Kansas City
Kellner, Robert E.	Vice President	Pensacola
Kempf, Gregory A.	Vice President	Raleigh
Kerr, Cadence C.	Vice President	Everett
Key, Dustin D.	Vice President	Denver
Khalil, Hussein H.	Vice President	Omaha
King, Stanley G.	Vice President	Brentwood
Kjenstad, Jason L.	Vice President	Sioux Falls
Klovsky, Robert	Vice President	Irvine
Knosby, Mary P.	Vice President	Charlotte
Koch, John E.	Vice President	Olympia
Koch, Timothy E.	Vice President	Omaha
Koenig, Kurt M.	Vice President	Raleigh
Kravitz, Barry S.	Vice President	Rosemont
Kurten, David E.	Vice President	Lawrenceville
Larson, Lisa M.	Vice President	Seattle
Leahey, Robert E.	Vice President	Austin
Leidy, Donald J.	Vice President	Denver
Leonard, Kevin J.	Vice President	Colorado Springs
Leshko, Brian J.	Vice President	Pittsburgh

Display Name	Officer Title	Location
Moses, Robert S.	Vice President	Newark
Murphy, Michael M.	Vice President	Mahwah
Murray, Michael R.	Vice President	Boise
Nero, Wendy L.	Vice President	Fort Collins
Nesbitt, Kaia M.	Vice President	Denver
Null, Roger D.	Vice President	Sacramento
Olson, Craig A.	Vice President	Folsom
Olson, Luke	Vice President	Minneapolis
Osier, Jon E.	Vice President	Billings
Paananen, Ronald J.	Vice President	Seattle
Pallari, Kimberly L.	Vice President	Folsom
Parvis, Patricia A.	Vice President	Mahwah
Paulino, Lara J.	Vice President	Los Angeles
Pearce, Samuel W.	Vice President	San Antonio
Pecha, Dan L.	Vice President	Bellevue
Pembroke, James P.	Vice President	Phoenix
Perkins, Ronald R.	Vice President	Folsom
Pietz, Kenny J.	Vice President	Columbia
Piner, Angela G.	Vice President	Minneapolis
Planck, Samuel M.	Vice President	Folsom
Pohlmann, Mark D.	Vice President	Council Bluffs
Porzillo, Patrick	Vice President	Washington
Potthast, Andrew J.	Vice President	St. Louis
Potthoff, Edward L.	Vice President	Albuquerque
Price, Kristina M.	Vice President	Jacksonville
Prossick, James F.	Vice President	Bellevue
Provance, James S.	Vice President	Paducah

Display Name	Officer Title	Location
Quernemoen, Keith M.	Vice President	Minneapolis
Quinn, Michael P.	Vice President	White Plains
Quinn, Thomas A.	Vice President	Tampa
Raibley, Timothy J.	Vice President	Folsom
Rand, Chris E.	Vice President	Kansas City
Ray, Brian G.	Vice President	Omaha
Reece, Lisa M.	Vice President	Riverside
Reed, Scott M.	Vice President	Minneapolis
Register II, Marlin A.	Vice President	Tampa
Reichelt, Kurt W.	Vice President	Portland
Render, Rayanne	Vice President	Omaha
Rennoldson, David C.	Vice President	Seattle
Richards, Neil R.	Vice President	Phoenix
Richardson, Lisa M.	Vice President	Omaha
Richardson, Robert D.	Vice President	Los Angeles
Roberts, Mark G.	Vice President	Jacksonville
Roether, Virginia M.	Vice President	Lexington
Rolle, Barry O.	Vice President	Kansas City
Rossbach, Phil E.	Vice President	Omaha
Roy, Santanu	Vice President	Orlando
Rustand, Scott A.	Vice President	Fort Worth
Ryon, Andrea L.	Vice President	Vienna
Sachsenmaier, Zachary J.	Vice President	Omaha
Sanghai, Vikrant S.	Vice President	Walnut Creek
Saunders, David K.	Vice President	Winston Salem
Schmedes, Richard W.	Vice President	Charlotte
Schneider, Nicholas L.	Vice President	Billings
Schnell, Steven J.	Vice President	Jacksonville

Display Name	Officer Title	Location
Schroeder, Jim K.	Vice President	Corpus Christi
Schroeder, Suzanna B.	Vice President	New York
Schulze, Dennis W.	Vice President	Fort Worth
Seits, Mark H.	Vice President	San Diego
Shelton, Thomas G.	Vice President	Dallas
Sherk, John E.	Vice President	Nashville
Sherwood, Michelle E.	Vice President	Minneapolis
Shingleton, Bethany R.	Vice President	Salt Lake City
Siebenaler, April S.	Vice President	Portland
Sigler, William B.	Vice President	Omaha
Slayton, Erin N.	Vice President	Columbia
Smith, Robert W.	Vice President	Pooler
Snyder, Kevin P.	Vice President	Denver
Soronson, Marc K.	Vice President	Phoenix
Soubra, Khaled S.	Vice President	Ann Arbor
Spain, Stephen D.	Vice President	Portland
Spargo, Ben W.	Vice President	Phoenix
Srb-Vampola, Kandi K.	Vice President	Omaha
Stanley, David J.	Vice President	Phoenix
Staud, Amy M.	Vice President	Charleston
Stober, John T.	Vice President	Columbia
Stoddard, Angie M.	Vice President	Houston
Stone, Matt T.	Vice President	Anchorage
Stratton, Richard G.	Vice President	Folsom
Suarez, Erki	Vice President	Miami Lakes
Suero, Guillermo J.	Vice President	Fort Lauderdale
Swindell, Brian A.	Vice President	Dallas
Tam, Helena L.	Vice President	New York

Display Name	Officer Title	Location
Tanner, Jon M.	Vice President	Dallas
Thomas, James A.	Vice President	Austin
Thomas, John C.	Vice President	Houston
Thompson, Marcella I.	Vice President	Omaha
Thornton, Richard B.	Vice President	Fort Collins
Thuman, Andrew J.	Vice President	Trenton
Tippey, Brent A.	Vice President	Lexington
To, Linc H.	Vice President	Walnut Creek
Todd, Thomas B.	Vice President	San Diego
Tomlinson, Kevin J.	Vice President	New York
Trotter, Brian H.	Vice President	Brentwood
Ubbelohde, Kurt	Vice President	Omaha
Van Ravenswaay, Brenda	Vice President	Orlando
Vaugh, Samuel K.	Vice President	Austin
Verver, Elaine E.	Vice President	Austin
Vozzolo, David J.	Vice President	Sarasota
Wajda, James E.	Vice President	Omaha
Walsh, Claudia A.	Vice President	Virginia Beach
Walsh, Margaret E.	Vice President	Chicago
Washer, Shawn P.	Vice President	Paducah
Werman, Roni	Vice President	New York
Wessels, Eric A.	Vice President	San Antonio
Weston, David C.	Vice President	Houston
Wiegert, Christine A.	Vice President	Minneapolis
Wiitanen, Mark A.	Vice President	Ann Arbor
Williams, Ann E.	Vice President	Omaha
Williams, George Eric	Vice President	Wilmington
Williges, Christopher R.	Vice President	San Francisco

Display Name	Officer Title	Location
Wimberly, John E.	Vice President	Pensacola
Wingert, Raymond A.	Vice President	Portland
Witt, Paul T.	Vice President	Anchorage
Wittberger, Alicia K.	Vice President	Vienna
Womack, Shane R.	Vice President	Chattanooga
Word, Justin A.	Vice President	Round Rock
Yosten, Andrew J.	Vice President	Omaha
Ziegler, Tyrus K.	Vice President	Charlotte
Zipf, Peter J.	Vice President	New York
Zuehls, Matthew G.	Vice President	Minneapolis
Carothers, Garson C.	Vice President - PT	Portland
Castro, Donald J.	Vice President - PT	Tampa
Collinsworth, Suanne O.	Vice President - PT	Vienna
Englert, Thomas L.	Vice President - PT	Mahwah
Grennan, Dennis E.	Vice President - PT	Omaha
Sikora, Mark J.	Vice President - PT	Charleston
Waldow, George M.	Vice President - PT	Minneapolis
Walker, Danny H.	Vice President - PT	Nashville
Acay, Nicolas M.	Associate Vice President	Austin
Adams, Bryan	Associate Vice President	Salt Lake City
Alsop, James R.	Associate Vice President	Charlotte
Andersen, Nichole M.	Associate Vice President	Omaha
Arms, Jeffrey B.	Associate Vice President	Orlando
Aurit, Scott A.	Associate Vice President	Omaha
Babcock, Chad E.	Associate Vice President	Kansas City
Baldwin, W.D. D.	Associate Vice President	Seattle
Bamert, Urs B.	Associate Vice President	New York
Barber, Andy A.	Associate Vice President	Louisville
Basrao, Pratibha	Associate Vice President	Folsom
Bauman, Jim M.	Associate Vice President	Ann Arbor
Bell, Lisa C.	Associate Vice President	Miami Lakes
Black, Daniel J.	Associate Vice President	Omaha

Display Name	Officer Title	Location
Blascovich, Sara J.	Associate Vice President	Mechanicsburg
Boley, Ryan P.	Associate Vice President	San Diego
Bott, James W.	Associate Vice President	Anchorage
Bresette, Aaron J.	Associate Vice President	Kansas City
Brunner, Robert V.	Associate Vice President	White Plains
Buchanan, Brian D.	Associate Vice President	San Antonio
Burfeind, Scott C.	Associate Vice President	Minneapolis
Burles, Holly G.	Associate Vice President	Walnut Creek
Butterfield, Michael C.	Associate Vice President	Cedar Rapids
Caldwell, Jarvis A.	Associate Vice President	Sacramento
Caprara, Craig T.	Associate Vice President	Missoula
Casey, David C.	Associate Vice President	Anchorage
Celik, Jennie S.	Associate Vice President	Cleveland
Chandler, Jonathan R.	Associate Vice President	Englewood
Chilingaryan, Vartan	Associate Vice President	Los Angeles
Cochran, Matthew D.	Associate Vice President	Springfield
Collins, Amanda J.	Associate Vice President	Omaha
Connor, Nancy F.	Associate Vice President	Vienna
Costa, Raphael C.	Associate Vice President	Tampa
Crozier, Allen R.	Associate Vice President	San Marcos
Cusick, Daniel V.	Associate Vice President	New York
Czarnecky, Jim T.	Associate Vice President	Brentwood
Dalager, Nathan P.	Associate Vice President	Thief River Falls
Dierking, Paul B.	Associate Vice President	Minneapolis
DiVirgilio, Eric C.	Associate Vice President	Boston
Doane, Jon W.	Associate Vice President	Fulton
Dohrendorf, Jasper A.	Associate Vice President	Missoula
Donley, Meghann C.	Associate Vice President	Boise
Duffy, Jennifer M.	Associate Vice President	San Diego
Dupilka, Erik H.	Associate Vice President	Virginia Beach

Display Name	Officer Title	Location
Dwyer, James C.	Associate Vice President	Austin
Eichenberger, James	Associate Vice President	Denver
Eisele, Ryan L.	Associate Vice President	Kansas City
Estrada, Gregorio	Associate Vice President	Irvine
Fauteux, Ricky D.	Associate Vice President	Charleston
Femmer, Carlos	Associate Vice President	Lafayette
Fisher, Gregory M.	Associate Vice President	White Plains
Fleming, William F.	Associate Vice President	Dallas
Fort, Jason R.	Associate Vice President	Phoenix
Fuhrmann, Mark W.	Associate Vice President	Minneapolis
Fuller, Jason A.	Associate Vice President	Pittsburgh
Garraffa, Ron C.	Associate Vice President	Baltimore
Geesey, Brett L.	Associate Vice President	Lafayette
Geiger, Ronald A.	Associate Vice President	Charlotte
Gershmel, Grant L.	Associate Vice President	Billings
Gilley, Calvin D.	Associate Vice President	Richmond
Gipson, Dean J.	Associate Vice President	San Diego
Gnibus, Timothy D.	Associate Vice President	Irvine
Gonzalez, Jose M.	Associate Vice President	San Antonio
Gorugantula, Srikanth	Associate Vice President	Fulton
Grams, Laura J.	Associate Vice President	Houston
Guthrie, Kyle R.	Associate Vice President	Brentwood
Hahn, Philip R.	Associate Vice President	Denver
Hall, Chad D.	Associate Vice President	Kansas City
Hall, Mark E.	Associate Vice President	Tampa
Halsted, Patrick A.	Associate Vice President	Omaha
Haraguchi, Gail Y.	Associate Vice President	Honolulu
Harris, Christine M.	Associate Vice President	Virginia Beach
Harris, Nathan J.	Associate Vice President	Phoenix
Harrison, Peter J.	Associate Vice President	Round Rock

Display Name	Officer Title	Location
Harrison, Todd L.	Associate Vice President	Seattle
Heavin, SCOTT S.	Associate Vice President	Kansas City
Hemingson, Todd K.	Associate Vice President	Austin
Heyman, John G.	Associate Vice President	Charlotte
Holder, Mark C.	Associate Vice President	Jacksonville
Honsberger, Heather L.	Associate Vice President	Phoenix
Housner, Lindsay A.	Associate Vice President	Chicago
Howell, Thomas D.	Associate Vice President	Portland
Hoyle, Laurissa E.	Associate Vice President	Glen Allen
Ivester, Heather	Associate Vice President	Boston
Jackson, Suzanne	Associate Vice President	Lawrenceville
Jacobs, Michael C.	Associate Vice President	Pittsburgh
Jenik, Warren F.	Associate Vice President	Tampa
Jensen, James R.	Associate Vice President	White Plains
Jensen, Todd R.	Associate Vice President	Spokane
Johnson, Andrew S.	Associate Vice President	Portland
Joy, Brandon M.	Associate Vice President	Denver
Kerns, Jason R.	Associate Vice President	Newport News
Khosla, Karan	Associate Vice President	Dallas
Khou, Try V.	Associate Vice President	Long Beach
Kinder, Richard C.	Associate Vice President	Boise
King, Jonathan M.	Associate Vice President	Fort Lauderdale
Kinsella, Clarice M.	Associate Vice President	Kansas City
Kochersperger, Gregory M.	Associate Vice President	Dallas
Kohl, Anna J.	Associate Vice President	Anchorage
Koorn, Shawn W.	Associate Vice President	Bellevue
Krieger, Ruth L.	Associate Vice President	New York

Display Name	Officer Title	Location
Krivanec, Christopher E.	Associate Vice President	Folsom
Kulpa, Sarah E.	Associate Vice President	Charlotte
LaFata, Catherine P.	Associate Vice President	Walnut Creek
Lake, Channe M.	Associate Vice President	Honolulu
Lanser, Jillian L.	Associate Vice President	Arlington
Leon, Luis R.	Associate Vice President	Claremont
Lewis, Michael P.	Associate Vice President	New York
Lloyd, Kevin J.	Associate Vice President	Mahwah
Longsdorf, Jason M.	Associate Vice President	Denver
Lutz, Lisa M.	Associate Vice President	Sacramento
Lyons, Thomas F.	Associate Vice President	Charlotte
MacNeil, Mike S.	Associate Vice President	White Plains
Macneil, Steven D.	Associate Vice President	Concord
Mah, Moshik S.	Associate Vice President	Los Angeles
Malik, Raheel	Associate Vice President	New York
Manso, Javier	Associate Vice President	Miami Lakes
Martello, Michael J.	Associate Vice President	New York
Matthews, Jessica L.	Associate Vice President	Bellevue
Mayer, Mona R.	Associate Vice President	Austin
McCabe, Tom O.	Associate Vice President	Honolulu
McCaskill, Andrew F.	Associate Vice President	Portland
McConville, Matthew T.	Associate Vice President	Omaha
McPherson, Ronald L.	Associate Vice President	Anchorage
McVicker, LuAnn C.	Associate Vice President	San Francisco
Meder, Shannon R.	Associate Vice President	Charleston
Michnovez, Eric J.	Associate Vice President	Boston
Miller, Scott R.	Associate Vice President	Phoenix
Mims, Aimie L.	Associate Vice President	Minneapolis
Mitchell, Jeffrey J.	Associate Vice President	Houston

Display Name	Officer Title	Location
Moody, Will W.	Associate Vice President	Raleigh
Moore, Travis T.	Associate Vice President	Denver
Morrison, Doug W.	Associate Vice President	Kansas City
Mowat, Robert E.	Associate Vice President	Austin
Murray, Jeffrey S.	Associate Vice President	Raleigh
Naughton, Michael J.	Associate Vice President	Newark
Neshyba, Keith A.	Associate Vice President	Houston
Ngau, Guinevere	Associate Vice President	New York
Nguyen, Chau-Ha T.	Associate Vice President	Denver
O'Neill, Patrick W.	Associate Vice President	San Diego
Owens, Todd D.	Associate Vice President	Kansas City
Palilla, Marco J.	Associate Vice President	Folsom
Palmatier, Alexander M.	Associate Vice President	Winston Salem
Pantelides, John	Associate Vice President	New York
Pargas, Ricardo A.	Associate Vice President	Tucson
Patel, Sameer N.	Associate Vice President	Ann Arbor
Patel, Sheena C.	Associate Vice President	Walnut Creek
Peik, Steven C.	Associate Vice President	Houston
Peterman, Lance G.	Associate Vice President	Rosemont
Plummer, Mike D.	Associate Vice President	Charlotte
Popenhagen, Brandi M.	Associate Vice President	Minneapolis
Proctor, Frank D.	Associate Vice President	Vancouver
Pucci, Michael W.	Associate Vice President	White Plains
Putnam, Mary S.	Associate Vice President	Omaha
Quiroz, Christina M.	Associate Vice President	Mahwah
Raila, Susan	Associate Vice President	New York
Ray, David G.	Associate Vice President	Englewood

Display Name	Officer Title	Location
Reinicker, Brian R.	Associate Vice President	Charlotte
Renner, Paula S.	Associate Vice President	Omaha
Richards, James E.	Associate Vice President	Bellevue
Robinson, Bradford C.	Associate Vice President	Concord
Rodriguez, Albert	Associate Vice President	Austin
Rodriguez, Christopher B.	Associate Vice President	Albuquerque
Rohan, David P.	Associate Vice President	Omaha
Rood, Beth P.	Associate Vice President	Seattle
Rosca, Gheorghe	Associate Vice President	Irvine
Rouse, Eric C.	Associate Vice President	Englewood
Saffels, Ryan D.	Associate Vice President	Kansas City
Salazar, Joshua A.	Associate Vice President	Ann Arbor
Semenick, Richard C.	Associate Vice President	New York
Serpico, Stephanie L.	Associate Vice President	Bend
Shafer, Mark W.	Associate Vice President	Kansas City
Shaner, Joanne M.	Associate Vice President	Cleveland
Sheppard, Alan A.	Associate Vice President	Pooler
Shockley, Adam C.	Associate Vice President	Austin
Sklavounakis, Christothea	Associate Vice President	New York
Smart, Craig W.	Associate Vice President	Las Vegas
Smith, Anna Lynn	Associate Vice President	Philadelphia
Smith, Kathleen G.	Associate Vice President	Austin
Solis, Alejandro J.	Associate Vice President	Washington
Sommer, Daniel L.	Associate Vice President	Omaha
Stahulak, Jamie J.	Associate Vice President	Madison
Steinhart, Pamela J.	Associate Vice President	Irvine
Storgaard, Tena M.	Associate Vice President	Bellevue
Stremmel, Jacob A.	Associate Vice President	Blue Ash
Sullivan, Allen R.	Associate Vice President	Colorado Springs
Sutherland, Andrew W.	Associate Vice President	Ann Arbor
Tannehill, Shelly M.	Associate Vice President	Folsom

Display Name	Officer Title	Location
Terry, Melissa J.	Associate Vice President	Corpus Christi
Tonilas, Bruce J.	Associate Vice President	Denver
Turbiville, Heath E.	Associate Vice President	Gillette
Vaccaro, Alicia M.	Associate Vice President	Mahwah
Van Dien, James P.	Associate Vice President	Bethlehem
Van Santen, Victor E.	Associate Vice President	Rosemont
Villarreal, Gabriel J.	Associate Vice President	Austin
Volk, Daniel G.	Associate Vice President	Omaha
Warner, Terry R.	Associate Vice President	Salt Lake City
Warrix, Todd C.	Associate Vice President	San Antonio
West, Jonathan P.	Associate Vice President	Louisville
Williams, Erin H.	Associate Vice President	Atlanta
Williamson, Sheri S.	Associate Vice President	Rock Hill
Wong, David W.	Associate Vice President	Rosemont
Wood, Katherine M.	Associate Vice President	Anchorage
Wooten, John D.	Associate Vice President	Dallas
Yescas, Javier A.	Associate Vice President	San Diego
Young, Christina R.	Associate Vice President	Omaha
Zapata, Leonel A.	Associate Vice President	Miami Lakes
Zimmerman, Erich	Associate Vice President	Syracuse
Debs, Jody K.	Secretary	Denver
Buell, Elizabeth C.	Assistant Secretary	Omaha
Vik, Laurie S.	Assistant Secretary	Omaha
Heaney, Kathy Heaney M.	Treasurer	Omaha
Cox, Joseph R.	Assistant Treasurer	Omaha
White, Troy L.	Assistant Treasurer	Omaha

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: HDR Engineering, Inc.	**Services for:** Lake Mead - Lossee to Simmons Street Rehab
Address: 6750 Via Austi Pkwy, Ste 350, Las Vegas, NV 89119	
Telephone: (702) 938-6000	**Project Number:** HDR Project No. 10190741, CLV Contract No. 200013-JH
EIN or DUNS : 47-0680568	

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.	see attached document		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: Disclosure of Ownership

Date of Attached Document: 2-20-21 Number of Pages: 23

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.

Craig W. Smart

March 23, 2021
Date

Subscribed and sworn to before me this 23rd day of March, 2021

LAURA D. KUBIAK
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 96-2752-1
MY APPT. EXPIRES 03-11-2023

Disclosure of Ownership 2021

HDR Engineering, Inc. - Officers

Display Name	Officer Title	Location
Crockett, Timothy R.	Chief Operating Officer, President	Omaha
Graff, Neil A.	Executive Vice President	Austin
LeCureux, David F.	Executive Vice President	Omaha
McAneny, Douglas J.	Executive Vice President	Washington
Meysenburg, Galen J.	Executive Vice President	Omaha
Roden, Laurie L.	Executive Vice President	Phoenix
Shoemaker, Darryl J.	Executive Vice President	Vancouver
Wignall, Douglas S.	Executive Vice President	Omaha
Alsina, Paul M.	Senior Vice President	Dallas
Arseneau, Bernard J.	Senior Vice President	Minneapolis
Balchunas, Brian M.	Senior Vice President	Fulton
Barnhart, William E.	Senior Vice President	Billings
Batenhorst, Ralph A.	Senior Vice President	Omaha
Beduhn, Robert J.	Senior Vice President	Omaha
Bekka, Khalid	Senior Vice President	Omaha
Berman, Robert S.	Senior Vice President	Bellevue
Bland, Tommy T.	Senior Vice President	San Antonio
Blank, Jeffrey C.	Senior Vice President	Portland
Boling, Robert M.	Senior Vice President	Folsom
Brauer, Rod G.	Senior Vice President	Englewood
Bruce, Dennis W.	Senior Vice President	Corner Brook
Carnaggio, Sam S.	Senior Vice President	Ellicott City
Catron, Heather J.	Senior Vice President	Portland
Charalambous, Yiannoulla	Senior Vice President	New York
Chiglo, Jay L.	Senior Vice President	Dallas
Christopher, Stanley A.	Senior Vice President	Kansas City
Clark, Angela M.	Senior Vice President	Madison

Display Name	Officer Title	Location
Clark, David L.	Senior Vice President	Boise
Coleman, James M.	Senior Vice President	Sioux Falls
Cook, JaNell	Senior Vice President	Walnut Creek
Crall, Michael P.	Senior Vice President	Pittsburgh
Dalton, Mark R.	Senior Vice President	Anchorage
DeCesare, Douglas T.	Senior Vice President	Denver
Delange, Kevin	Senior Vice President	Mahwah
Donnelly, Thomas A.	Senior Vice President	New York
Douglas, Jeffrey S.	Senior Vice President	Raleigh
Drimmel, Joseph E.	Senior Vice President	Kansas City
Edelen, Benedict R.	Senior Vice President	Lexington
Ellmers, Glen E.	Senior Vice President	Raleigh
English, Quint R.	Senior Vice President	Omaha
Fanselau, Jason R.	Senior Vice President	Folsom
Ferrell, Stephen J.	Senior Vice President	Orlando
Field, Kip D.	Senior Vice President	Irvine
Frederiksen, Lee E.	Senior Vice President	Folsom
Frissora, Joseph	Senior Vice President	Mahwah
Frommer, Jennifer A.	Senior Vice President	Columbus
Gadzinski, Norman	Senior Vice President	Cleveland
Gapinski, Duane P.	Senior Vice President	Englewood
Gilleran, Amy A.	Senior Vice President	San Francisco
Gouveia, Anthony	Senior Vice President	Boston
Hales, Charlie A.	Senior Vice President	Vancouver
Han, Jeffrey	Senior Vice President	Virginia Beach
Henderson, Jonathan R.	Senior Vice President	Raleigh
Hentz, Lawrence H.	Senior Vice President	Fulton
Hereim, Scott A.	Senior Vice President	Billings
Hickox, Patrick P.	Senior Vice President	Mobile
Hill, Steven R.	Senior Vice President	Omaha

Display Name	Officer Title	Location
Hise, Wallace	Senior Vice President	Salt Lake City
Hoppy, Brian K.	Senior Vice President	Wynnewood
Horkan, Thomas E.	Senior Vice President	Seattle
Hunt, Jennifer E.	Senior Vice President	Tampa
Hunter, Craig J.	Senior Vice President	Omaha
Jackson, Douglas P.	Senior Vice President	Minneapolis
Jensen, Brent W.	Senior Vice President	Salt Lake City
Johnson, Bradford L.	Senior Vice President	Salt Lake City
Johnson, Erik B.	Senior Vice President	Irvine
Johnson, Michael W.	Senior Vice President	Minneapolis
Kaatz, Kelly J.	Senior Vice President	Austin
Kalisiak, Kip C.	Senior Vice President	Raleigh
Kennedy, Holly L.	Senior Vice President	Folsom
Keyes, Steven A.	Senior Vice President	Austin
Khoury, Eli R.	Senior Vice President	New York
Kim, Thomas T.	Senior Vice President	Irvine
Kinard, David A.	Senior Vice President	Charleston
Kramer, David C.	Senior Vice President	Omaha
Labonte, Julie L.	Senior Vice President	San Francisco
Laccinole, Matthew B.	Senior Vice President	Bellevue
LaTuso, Christopher	Senior Vice President	New York
Lauderdale, Chance V.	Senior Vice President	Tampa
Lauzier, Andre E.	Senior Vice President	Sarasota
Lewis, Harold E.	Senior Vice President	Jacksonville
Luttrell, Edwin C.	Senior Vice President	Charlotte
Lynch, James M.	Senior Vice President	Sacramento
Martin, Brad B.	Senior Vice President	Denver

Display Name	Officer Title	Location
Massengill, Jeffrey B.	Senior Vice President	Corpus Christi
McLaren, Mark	Senior Vice President	Phoenix
McLaughlin, Thomas C.	Senior Vice President	White Plains
M'Coy, William S.	Senior Vice President	Virginia Beach
McWaters, Kent L.	Senior Vice President	Tallahassee
Minassian, Vatche R.	Senior Vice President	White Plains
Mosteller, Lewis K.	Senior Vice President	Charlotte
Moyano, David Charles	Senior Vice President	Vancouver
Muench, Brian P.	Senior Vice President	Minneapolis
Nagle, Jay C.	Senior Vice President	Orlando
Neethling, Johannes B.	Senior Vice President	Folsom
Neil, Jason E.	Senior Vice President	Folsom
Nidam, Susan R.	Senior Vice President	Dallas
Ohlsen, Ronald G.	Senior Vice President	Bellevue
Olsen, Kent A.	Senior Vice President	Sacramento
Olson, Craig (Omaha) R.	Senior Vice President	Omaha
Pannell, Richard R.	Senior Vice President	Vienna
Peduzzi, Bill R.	Senior Vice President	Pittsburgh
Pilgrim, Richard D.	Senior Vice President	Denver
Reiter, Jared C.	Senior Vice President	Charlotte
Rella, Robert J.	Senior Vice President	Charlotte
Sanders, Thomas M.	Senior Vice President	Omaha
Scales, John C.	Senior Vice President	Arlington
Scholl, Colleen M.	Senior Vice President	Madison
Schwarz, Joseph H.	Senior Vice President	Colorado Springs
Sharp, William H.	Senior Vice President	Omaha

Display Name	Officer Title	Location
Sisco, Lee P.	Senior Vice President	Charlotte
Skinner, Christine E.	Senior Vice President	Bellevue
Skinner, David R.	Senior Vice President	Bellevue
Soto, Leticia	Senior Vice President	Springfield
Sova, Ronald J.	Senior Vice President	Omaha
Steinert, John P.	Senior Vice President	Ann Arbor
Stonehouse, Gregory J.	Senior Vice President	Minneapolis
Tondl, Matthew B.	Senior Vice President	Omaha
Tso, Sam W.	Senior Vice President	Las Vegas
Tuck, Lisa M.	Senior Vice President	Salt Lake City
Tugman, Michael F.	Senior Vice President	Virginia Beach
Waldron, Thomas R.	Senior Vice President	Newark
Wenger, Jason S.	Senior Vice President	Denver
White, Stephanie L.	Senior Vice President	Denver
Whitley, Stephen R.	Senior Vice President	Raleigh
Williams, Bradley C.	Senior Vice President	Mahwah
Williams, Stanley T.	Senior Vice President	Austin
Wittmann, Michaella W.	Senior Vice President	Omaha
Wright, Kenneth J.	Senior Vice President	Virginia Beach
Yadlosky, John M.	Senior Vice President	Pittsburgh
Young, Patrick R.	Senior Vice President	Kansas City
Young, Thomas W.	Senior Vice President	Houston
Balter, Eugene N.	Senior Vice President - PT	Frankfort
Earle, Marcia H.	Senior Vice President - PT	New York
Ettlich, Bill F.	Senior Vice President - PT	Folsom
Hagood, William B.	Senior Vice President - PT	Dallas
Low, Larry D.	Senior Vice President - PT	Tampa

Display Name	Officer Title	Location
Placilla, Mel J.	Senior Vice President - PT	Glen Allen
Reardon, David J.	Senior Vice President - PT	Folsom
Williams, Robert B.	Senior Vice President - PT	Folsom
Adams, Kelly L.	Vice President	Honolulu
Adams-Weber, Jessica J.	Vice President	Kansas City
Adkins, Genesee C.	Vice President	Seattle
Anderson, Robert L.	Vice President	Lexington
Arce, Alfredo F.	Vice President	San Antonio
Atoulikian, Richard G.	Vice President	Cleveland
Bacsikin, Ronald S.	Vice President	Riverside
Bakke, Brian M.	Vice President	Des Moines
Barnett, Elena R.	Vice President	New York
Barton, Michael J.	Vice President	Tucson
Bathurst, Lucas A.	Vice President	Fort Worth
Bennett, Timothy R.	Vice President	Omaha
Berggren, Eric G.	Vice President	Omaha
Bergschneider, Kevin H.	Vice President	Denver
Biglen, Douglas K.	Vice President	Dallas
Billman, Daniel W.	Vice President	Anchorage
Bintrim, James W.	Vice President	Pittsburgh
Bird, Brian D.	Vice President	Ann Arbor
Birkelbach, Ronald L.	Vice President	Pittsburgh
Bisson, Doug J.	Vice President	Omaha
Blanchard, Brian A.	Vice President	Tallahassee
Bloom-Crook, Donna R.	Vice President	Irvine
Borenstein, Mark D.	Vice President	Round Rock
Bott, Paul R.	Vice President	Bellevue
Bougdanos, Gene L.	Vice President	Los Angeles
Brakenhoff, Peter J.	Vice President	Albuquerque
Bratovich, Paul M.	Vice President	Folsom

Display Name	Officer Title	Location
Breitinger, James M.	Vice President	Columbus
Brewer, Brianna L.	Vice President	Sacramento
Brigham, James W.	Vice President	Ann Arbor
Bromley, Patrick G.	Vice President	Ann Arbor
Brown, Christopher D.	Vice President	Portland
Brown, Christopher H.	Vice President	Raleigh
Brown, Jerome W.	Vice President	Arlington
Bunner, Matthew A.	Vice President	Pittsburgh
Buttenob, John M.	Vice President	Kansas City
Canjura, Nelson E.	Vice President	Tampa
Cantwell, Joel R.	Vice President	Dallas
Carnahan, James D.	Vice President	Pittsburgh
Chapman, Matt M.	Vice President	Honolulu
Chin, Allen E.	Vice President	Honolulu
Christensen, James J.	Vice President	Phoenix
Cobb, Samuel D.	Vice President	Pensacola
Colwell, Bud B.	Vice President	Corpus Christi
Connors, Thomas M.	Vice President	Mahwah
Conti, Arthur J.	Vice President	Irvine
Cook, Matthew J.	Vice President	Denver
Cowan, Timothy P.	Vice President	Plymouth Meeting
Creamer, Karen M.	Vice President	Round Rock
Culbertson, George M.	Vice President	Olympia
Culligan, David W.	Vice President	Syracuse
Dadamo, Peter C.	Vice President	Vienna
Dammarell, Amy S.	Vice President	Portland

Display Name	Officer Title	Location
Davis, Chad R.	Vice President	Pittsburgh
Davis, Peter J.	Vice President	Newark
Dehn, Bill W.	Vice President	Los Angeles
Dickerson, Nathan P.	Vice President	Omaha
Dolson, Gretchen L.	Vice President	Lincoln
Domalik, Daniel E.	Vice President	Pittsburgh
Dortch, Stephen W.	Vice President	Tampa
Douglas, James G.	Vice President	Irvine
Drahota, Steven M.	Vice President	Portland
Duben, Mark A.	Vice President	Des Moines
Dunn, David D.	Vice President	Brentwood
Duschang, John H.	Vice President	Mahwah
Duty, Katie E.	Vice President	Tampa
Dwyer, Blaine N.	Vice President	Denver
Eaton, Roger A.	Vice President	Pittsburgh
Edwards, Allison M.	Vice President	Denver
Eichlin, Norma L.	Vice President	Trenton
Eldridge, Katherine W.	Vice President	Boise
Ellwein, Tracy L.	Vice President	Portland
Engel, John J.	Vice President	Omaha
Engelbert, Patrick J.	Vice President	Omaha
Erickson, Bryan R.	Vice President	San Antonio
Erickson, Timothy D.	Vice President	Billings
Estes, Michael A.	Vice President	Glen Allen
Everson, Tony W.	Vice President	Denver
Ferguson, Keith A.	Vice President	Denver
Ferguson, Matthew W.	Vice President	Omaha

Display Name	Officer Title	Location
Ferland, Lance M.	Vice President	Dallas
Ferrier, Paul A.	Vice President	Bellevue
Fish, Timothy J.	Vice President	Charlotte
Forest, Mark E.	Vice President	Reno
Fowler, Melanie E.	Vice President	Tampa
Friedman, Steven A.	Vice President	Irvine
Froscheiser, Keith A.	Vice President	Omaha
Fryklind, Karl J.	Vice President	Omaha
Gaetz, Alan L.	Vice President	Billings
Gallagher, Timothy J.	Vice President	Anchorage
Garcia, Fernando A.	Vice President	Irvine
Garrod, Justin S.	Vice President	Bellevue
Gesell, Greg H.	Vice President	Omaha
Gibson, James B.	Vice President	Syracuse
Glover, Jeffrey B.	Vice President	Denver
Gonzalez, Janet R.	Vice President	Chicago
Gough, Matthew S.	Vice President	Fort Collins
Gould, Thomas E.	Vice President	Bellevue
Graber, Daniel J.	Vice President	Sioux Falls
Grady, David R.	Vice President	Charlotte
Grauman, John A.	Vice President	Billings
Grenoble, Bruce A.	Vice President	Charlotte
Grimstad, James E.	Vice President	Billings
Gros, Stephane	Vice President	Washington
Gross, William	Vice President	Pittsburgh
Grubstein, Michael Y.	Vice President	San Diego
Gruver, Terry J.	Vice President	Phoenix
Gruwell, Nancy A.	Vice President	Omaha
Gunderson, Adrian A.	Vice President	Walnut Creek

Display Name	Officer Title	Location
Habben, Craig E.	Vice President	Pierre
Hadler, Edith M.	Vice President	Bellevue
Hager, Mark S.	Vice President	Riverside
Haid, Thomas C.	Vice President	Fulton
Haley, Henry P.	Vice President	Bellevue
Hall, Ryan Z.	Vice President	Boise
Hammer, Mark J.	Vice President	Folsom
Hans, Jeffrey P.	Vice President	Pittsburgh
Hansen, John M.	Vice President	Orlando
Harmon, Daniel J.	Vice President	Missoula
Harris, Jared R.	Vice President	Billings
Hartshorn, Kelly W.	Vice President	Phoenix
Hawley, William T.	Vice President	Anchorage
Hecht, James R.	Vice President	San Diego
Heffron, Tammy C.	Vice President	Denver
Hein, Thomas M.	Vice President	Rosemont
Herald, Edward J.	Vice President	Seattle
Hernandez, Cynthia	Vice President	San Antonio
Herrington, Lew R.	Vice President	Tampa
Hickey, Douglas D.	Vice President	St. Louis
Hill, Bart B.	Vice President	Rosemont
Hill, Jason L.	Vice President	Gig Harbor
Hino, Francis T.	Vice President	Honolulu
Hoff, Steven H.	Vice President	Sioux Falls
Hoffman, Robert W.	Vice President	Dallas
Holcomb, Donald R.	Vice President	Sarasota
Horton, Richard T.	Vice President	Omaha
Howie, Bruce J.	Vice President	White Plains
Hyland, Emily B.	Vice President	Minneapolis
Hyre, John B.	Vice President	Tampa

Display Name	Officer Title	Location
Imhoff, Cory M.	Vice President	Kansas City
Islam, Rashed T.	Vice President	Austin
Izzo, Vincent J.	Vice President	Helena
Jeffcoat, Stuart B.	Vice President	Atlanta
Johnson, Andrew D.	Vice President	Austin
Johnson, Lawrence P.	Vice President	Sacramento
Jong, Ken E.	Vice President	Walnut Creek
Joudrey, Cynthia L.	Vice President	Boston
Kalis, Michael P.	Vice President	Kansas City
Keane, Kevin D.	Vice President	Mahwah
Keller, Kevin K.	Vice President	Kansas City
Kellner, Robert E.	Vice President	Pensacola
Kempf, Gregory A.	Vice President	Raleigh
Kerr, Cadence C.	Vice President	Everett
Key, Dustin D.	Vice President	Denver
Khalil, Hussein H.	Vice President	Omaha
King, Stanley G.	Vice President	Brentwood
Kjenstad, Jason L.	Vice President	Sioux Falls
Klovsky, Robert	Vice President	Irvine
Knosby, Mary P.	Vice President	Charlotte
Koch, John E.	Vice President	Olympia
Koch, Timothy E.	Vice President	Omaha
Koenig, Kurt M.	Vice President	Raleigh
Kravitz, Barry S.	Vice President	Rosemont
Kurten, David E.	Vice President	Lawrenceville
Larson, Lisa M.	Vice President	Seattle
Leahey, Robert E.	Vice President	Austin
Leidy, Donald J.	Vice President	Denver
Leonard, Kevin J.	Vice President	Colorado Springs
Leshko, Brian J.	Vice President	Pittsburgh

Display Name	Officer Title	Location
Moses, Robert S.	Vice President	Newark
Murphy, Michael M.	Vice President	Mahwah
Murray, Michael R.	Vice President	Boise
Nero, Wendy L.	Vice President	Fort Collins
Nesbitt, Kaia M.	Vice President	Denver
Null, Roger D.	Vice President	Sacramento
Olson, Craig A.	Vice President	Folsom
Olson, Luke	Vice President	Minneapolis
Osier, Jon E.	Vice President	Billings
Paananen, Ronald J.	Vice President	Seattle
Pallari, Kimberly L.	Vice President	Folsom
Parvis, Patricia A.	Vice President	Mahwah
Paulino, Lara J.	Vice President	Los Angeles
Pearce, Samuel W.	Vice President	San Antonio
Pecha, Dan L.	Vice President	Bellevue
Pembroke, James P.	Vice President	Phoenix
Perkins, Ronald R.	Vice President	Folsom
Pietz, Kenny J.	Vice President	Columbia
Piner, Angela G.	Vice President	Minneapolis
Planck, Samuel M.	Vice President	Folsom
Pohlmann, Mark D.	Vice President	Council Bluffs
Porzillo, Patrick	Vice President	Washington
Potthast, Andrew J.	Vice President	St. Louis
Potthoff, Edward L.	Vice President	Albuquerque
Price, Kristina M.	Vice President	Jacksonville
Prossick, James F.	Vice President	Bellevue
Provance, James S.	Vice President	Paducah

Display Name	Officer Title	Location
Quernemoen, Keith M.	Vice President	Minneapolis
Quinn, Michael P.	Vice President	White Plains
Quinn, Thomas A.	Vice President	Tampa
Raibley, Timothy J.	Vice President	Folsom
Rand, Chris E.	Vice President	Kansas City
Ray, Brian G.	Vice President	Omaha
Reece, Lisa M.	Vice President	Riverside
Reed, Scott M.	Vice President	Minneapolis
Register II, Marlin A.	Vice President	Tampa
Reichelt, Kurt W.	Vice President	Portland
Render, Rayanne	Vice President	Omaha
Rennoldson, David C.	Vice President	Seattle
Richards, Neil R.	Vice President	Phoenix
Richardson, Lisa M.	Vice President	Omaha
Richardson, Robert D.	Vice President	Los Angeles
Roberts, Mark G.	Vice President	Jacksonville
Roether, Virginia M.	Vice President	Lexington
Rolle, Barry O.	Vice President	Kansas City
Rossbach, Phil E.	Vice President	Omaha
Roy, Santanu	Vice President	Orlando
Rustand, Scott A.	Vice President	Fort Worth
Ryon, Andrea L.	Vice President	Vienna
Sachsenmaier, Zachary J.	Vice President	Omaha
Sanghai, Vikrant S.	Vice President	Walnut Creek
Saunders, David K.	Vice President	Winston Salem
Schmedes, Richard W.	Vice President	Charlotte
Schneider, Nicholas L.	Vice President	Billings
Schnell, Steven J.	Vice President	Jacksonville

Display Name	Officer Title	Location
Schroeder, Jim K.	Vice President	Corpus Christi
Schroeder, Suzanna B.	Vice President	New York
Schulze, Dennis W.	Vice President	Fort Worth
Seits, Mark H.	Vice President	San Diego
Shelton, Thomas G.	Vice President	Dallas
Sherk, John E.	Vice President	Nashville
Sherwood, Michelle E.	Vice President	Minneapolis
Shingleton, Bethany R.	Vice President	Salt Lake City
Siebenaler, April S.	Vice President	Portland
Sigler, William B.	Vice President	Omaha
Slayton, Erin N.	Vice President	Columbia
Smith, Robert W.	Vice President	Pooler
Snyder, Kevin P.	Vice President	Denver
Soronson, Marc K.	Vice President	Phoenix
Soubra, Khaled S.	Vice President	Ann Arbor
Spain, Stephen D.	Vice President	Portland
Spargo, Ben W.	Vice President	Phoenix
Srb-Vampola, Kandi K.	Vice President	Omaha
Stanley, David J.	Vice President	Phoenix
Staud, Amy M.	Vice President	Charleston
Stober, John T.	Vice President	Columbia
Stoddard, Angie M.	Vice President	Houston
Stone, Matt T.	Vice President	Anchorage
Stratton, Richard G.	Vice President	Folsom
Suarez, Erki	Vice President	Miami Lakes
Suero, Guillermo J.	Vice President	Fort Lauderdale
Swindell, Brian A.	Vice President	Dallas
Tam, Helena L.	Vice President	New York

Display Name	Officer Title	Location
Tanner, Jon M.	Vice President	Dallas
Thomas, James A.	Vice President	Austin
Thomas, John C.	Vice President	Houston
Thompson, Marcella I.	Vice President	Omaha
Thornton, Richard B.	Vice President	Fort Collins
Thuman, Andrew J.	Vice President	Trenton
Tippey, Brent A.	Vice President	Lexington
To, Linc H.	Vice President	Walnut Creek
Todd, Thomas B.	Vice President	San Diego
Tomlinson, Kevin J.	Vice President	New York
Trotter, Brian H.	Vice President	Brentwood
Ubbelohde, Kurt	Vice President	Omaha
Van Ravenswaay, Brenda	Vice President	Orlando
Vaugh, Samuel K.	Vice President	Austin
Verver, Elaine E.	Vice President	Austin
Vozzolo, David J.	Vice President	Sarasota
Wajda, James E.	Vice President	Omaha
Walsh, Claudia A.	Vice President	Virginia Beach
Walsh, Margaret E.	Vice President	Chicago
Washer, Shawn P.	Vice President	Paducah
Werman, Roni	Vice President	New York
Wessels, Eric A.	Vice President	San Antonio
Weston, David C.	Vice President	Houston
Wiegert, Christine A.	Vice President	Minneapolis
Wiitanen, Mark A.	Vice President	Ann Arbor
Williams, Ann E.	Vice President	Omaha
Williams, George Eric	Vice President	Wilmington
Williges, Christopher R.	Vice President	San Francisco

Display Name	Officer Title	Location
Wimberly, John E.	Vice President	Pensacola
Wingert, Raymond A.	Vice President	Portland
Witt, Paul T.	Vice President	Anchorage
Wittberger, Alicia K.	Vice President	Vienna
Womack, Shane R.	Vice President	Chattanooga
Word, Justin A.	Vice President	Round Rock
Yosten, Andrew J.	Vice President	Omaha
Ziegler, Tyrus K.	Vice President	Charlotte
Zipf, Peter J.	Vice President	New York
Zuehls, Matthew G.	Vice President	Minneapolis
Carothers, Garson C.	Vice President - PT	Portland
Castro, Donald J.	Vice President - PT	Tampa
Collinsworth, Suanne O.	Vice President - PT	Vienna
Englert, Thomas L.	Vice President - PT	Mahwah
Grennan, Dennis E.	Vice President - PT	Omaha
Sikora, Mark J.	Vice President - PT	Charleston
Waldow, George M.	Vice President - PT	Minneapolis
Walker, Danny H.	Vice President - PT	Nashville
Acay, Nicolas M.	Associate Vice President	Austin
Adams, Bryan	Associate Vice President	Salt Lake City
Alsop, James R.	Associate Vice President	Charlotte
Andersen, Nichole M.	Associate Vice President	Omaha
Arms, Jeffrey B.	Associate Vice President	Orlando
Aurit, Scott A.	Associate Vice President	Omaha
Babcock, Chad E.	Associate Vice President	Kansas City
Baldwin, W.D. D.	Associate Vice President	Seattle
Bamert, Urs B.	Associate Vice President	New York
Barber, Andy A.	Associate Vice President	Louisville
Basrao, Pratibha	Associate Vice President	Folsom
Bauman, Jim M.	Associate Vice President	Ann Arbor
Bell, Lisa C.	Associate Vice President	Miami Lakes
Black, Daniel J.	Associate Vice President	Omaha

Display Name	Officer Title	Location
Blascovich, Sara J.	Associate Vice President	Mechanicsburg
Boley, Ryan P.	Associate Vice President	San Diego
Bott, James W.	Associate Vice President	Anchorage
Bresette, Aaron J.	Associate Vice President	Kansas City
Brunner, Robert V.	Associate Vice President	White Plains
Buchanan, Brian D.	Associate Vice President	San Antonio
Burfeind, Scott C.	Associate Vice President	Minneapolis
Burles, Holly G.	Associate Vice President	Walnut Creek
Butterfield, Michael C.	Associate Vice President	Cedar Rapids
Caldwell, Jarvis A.	Associate Vice President	Sacramento
Caprara, Craig T.	Associate Vice President	Missoula
Casey, David C.	Associate Vice President	Anchorage
Celik, Jennie S.	Associate Vice President	Cleveland
Chandler, Jonathan R.	Associate Vice President	Englewood
Chilingaryan, Vartan	Associate Vice President	Los Angeles
Cochran, Matthew D.	Associate Vice President	Springfield
Collins, Amanda J.	Associate Vice President	Omaha
Connor, Nancy F.	Associate Vice President	Vienna
Costa, Raphael C.	Associate Vice President	Tampa
Crozier, Allen R.	Associate Vice President	San Marcos
Cusick, Daniel V.	Associate Vice President	New York
Czarnecky, Jim T.	Associate Vice President	Brentwood
Dalager, Nathan P.	Associate Vice President	Thief River Falls
Dierking, Paul B.	Associate Vice President	Minneapolis
DiVirgilio, Eric C.	Associate Vice President	Boston
Doane, Jon W.	Associate Vice President	Fulton
Dohrendorf, Jasper A.	Associate Vice President	Missoula
Donley, Meghann C.	Associate Vice President	Boise
Duffy, Jennifer M.	Associate Vice President	San Diego
Dupilka, Erik H.	Associate Vice President	Virginia Beach

Display Name	Officer Title	Location
Dwyer, James C.	Associate Vice President	Austin
Eichenberger, James	Associate Vice President	Denver
Eisele, Ryan L.	Associate Vice President	Kansas City
Estrada, Gregorio	Associate Vice President	Irvine
Fauteux, Ricky D.	Associate Vice President	Charleston
Femmer, Carlos	Associate Vice President	Lafayette
Fisher, Gregory M.	Associate Vice President	White Plains
Fleming, William F.	Associate Vice President	Dallas
Fort, Jason R.	Associate Vice President	Phoenix
Fuhrmann, Mark W.	Associate Vice President	Minneapolis
Fuller, Jason A.	Associate Vice President	Pittsburgh
Garraffa, Ron C.	Associate Vice President	Baltimore
Geesey, Brett L.	Associate Vice President	Lafayette
Geiger, Ronald A.	Associate Vice President	Charlotte
Gershmel, Grant L.	Associate Vice President	Billings
Gilley, Calvin D.	Associate Vice President	Richmond
Gipson, Dean J.	Associate Vice President	San Diego
Gnibus, Timothy D.	Associate Vice President	Irvine
Gonzalez, Jose M.	Associate Vice President	San Antonio
Gorugantula, Srikanth	Associate Vice President	Fulton
Grams, Laura J.	Associate Vice President	Houston
Guthrie, Kyle R.	Associate Vice President	Brentwood
Hahn, Philip R.	Associate Vice President	Denver
Hall, Chad D.	Associate Vice President	Kansas City
Hall, Mark E.	Associate Vice President	Tampa
Halsted, Patrick A.	Associate Vice President	Omaha
Haraguchi, Gail Y.	Associate Vice President	Honolulu
Harris, Christine M.	Associate Vice President	Virginia Beach
Harris, Nathan J.	Associate Vice President	Phoenix
Harrison, Peter J.	Associate Vice President	Round Rock

Display Name	Officer Title	Location
Harrison, Todd L.	Associate Vice President	Seattle
Heavin, SCOTT S.	Associate Vice President	Kansas City
Hemingson, Todd K.	Associate Vice President	Austin
Heyman, John G.	Associate Vice President	Charlotte
Holder, Mark C.	Associate Vice President	Jacksonville
Honsberger, Heather L.	Associate Vice President	Phoenix
Housner, Lindsay A.	Associate Vice President	Chicago
Howell, Thomas D.	Associate Vice President	Portland
Hoyle, Laurissa E.	Associate Vice President	Glen Allen
Ivester, Heather	Associate Vice President	Boston
Jackson, Suzanne	Associate Vice President	Lawrenceville
Jacobs, Michael C.	Associate Vice President	Pittsburgh
Jenik, Warren F.	Associate Vice President	Tampa
Jensen, James R.	Associate Vice President	White Plains
Jensen, Todd R.	Associate Vice President	Spokane
Johnson, Andrew S.	Associate Vice President	Portland
Joy, Brandon M.	Associate Vice President	Denver
Kerns, Jason R.	Associate Vice President	Newport News
Khosla, Karan	Associate Vice President	Dallas
Khou, Try V.	Associate Vice President	Long Beach
Kinder, Richard C.	Associate Vice President	Boise
King, Jonathan M.	Associate Vice President	Fort Lauderdale
Kinsella, Clarice M.	Associate Vice President	Kansas City
Kochersperger, Gregory M.	Associate Vice President	Dallas
Kohl, Anna J.	Associate Vice President	Anchorage
Koorn, Shawn W.	Associate Vice President	Bellevue
Krieger, Ruth L.	Associate Vice President	New York

Display Name	Officer Title	Location
Krivanec, Christopher E.	Associate Vice President	Folsom
Kulpa, Sarah E.	Associate Vice President	Charlotte
LaFata, Catherine P.	Associate Vice President	Walnut Creek
Lake, Channe M.	Associate Vice President	Honolulu
Lanser, Jillian L.	Associate Vice President	Arlington
Leon, Luis R.	Associate Vice President	Claremont
Lewis, Michael P.	Associate Vice President	New York
Lloyd, Kevin J.	Associate Vice President	Mahwah
Longsdorf, Jason M.	Associate Vice President	Denver
Lutz, Lisa M.	Associate Vice President	Sacramento
Lyons, Thomas F.	Associate Vice President	Charlotte
MacNeil, Mike S.	Associate Vice President	White Plains
Macneil, Steven D.	Associate Vice President	Concord
Mah, Moshik S.	Associate Vice President	Los Angeles
Malik, Raheel	Associate Vice President	New York
Manso, Javier	Associate Vice President	Miami Lakes
Martello, Michael J.	Associate Vice President	New York
Matthews, Jessica L.	Associate Vice President	Bellevue
Mayer, Mona R.	Associate Vice President	Austin
McCabe, Tom O.	Associate Vice President	Honolulu
McCaskill, Andrew F.	Associate Vice President	Portland
McConville, Matthew T.	Associate Vice President	Omaha
McPherson, Ronald L.	Associate Vice President	Anchorage
McVicker, LuAnn C.	Associate Vice President	San Francisco
Meder, Shannon R.	Associate Vice President	Charleston
Michnovez, Eric J.	Associate Vice President	Boston
Miller, Scott R.	Associate Vice President	Phoenix
Mims, Aimie L.	Associate Vice President	Minneapolis
Mitchell, Jeffrey J.	Associate Vice President	Houston

Display Name	Officer Title	Location
Moody, Will W.	Associate Vice President	Raleigh
Moore, Travis T.	Associate Vice President	Denver
Morrison, Doug W.	Associate Vice President	Kansas City
Mowat, Robert E.	Associate Vice President	Austin
Murray, Jeffrey S.	Associate Vice President	Raleigh
Naughton, Michael J.	Associate Vice President	Newark
Neshyba, Keith A.	Associate Vice President	Houston
Ngau, Guinevere	Associate Vice President	New York
Nguyen, Chau-Ha T.	Associate Vice President	Denver
O'Neill, Patrick W.	Associate Vice President	San Diego
Owens, Todd D.	Associate Vice President	Kansas City
Palilla, Marco J.	Associate Vice President	Folsom
Palmatier, Alexander M.	Associate Vice President	Winston Salem
Pantelides, John	Associate Vice President	New York
Pargas, Ricardo A.	Associate Vice President	Tucson
Patel, Sameer N.	Associate Vice President	Ann Arbor
Patel, Sheena C.	Associate Vice President	Walnut Creek
Peik, Steven C.	Associate Vice President	Houston
Peterman, Lance G.	Associate Vice President	Rosemont
Plummer, Mike D.	Associate Vice President	Charlotte
Popenhagen, Brandi M.	Associate Vice President	Minneapolis
Proctor, Frank D.	Associate Vice President	Vancouver
Pucci, Michael W.	Associate Vice President	White Plains
Putnam, Mary S.	Associate Vice President	Omaha
Quiroz, Christina M.	Associate Vice President	Mahwah
Raila, Susan	Associate Vice President	New York
Ray, David G.	Associate Vice President	Englewood

Display Name	Officer Title	Location
Reinicker, Brian R.	Associate Vice President	Charlotte
Renner, Paula S.	Associate Vice President	Omaha
Richards, James E.	Associate Vice President	Bellevue
Robinson, Bradford C.	Associate Vice President	Concord
Rodriguez, Albert	Associate Vice President	Austin
Rodriguez, Christopher B.	Associate Vice President	Albuquerque
Rohan, David P.	Associate Vice President	Omaha
Rood, Beth P.	Associate Vice President	Seattle
Rosca, Gheorghe	Associate Vice President	Irvine
Rouse, Eric C.	Associate Vice President	Englewood
Saffels, Ryan D.	Associate Vice President	Kansas City
Salazar, Joshua A.	Associate Vice President	Ann Arbor
Semenick, Richard C.	Associate Vice President	New York
Serpico, Stephanie L.	Associate Vice President	Bend
Shafer, Mark W.	Associate Vice President	Kansas City
Shaner, Joanne M.	Associate Vice President	Cleveland
Sheppard, Alan A.	Associate Vice President	Pooler
Shockley, Adam C.	Associate Vice President	Austin
Sklavounakis, Christothea	Associate Vice President	New York
Smart, Craig W.	Associate Vice President	Las Vegas
Smith, Anna Lynn	Associate Vice President	Philadelphia
Smith, Kathleen G.	Associate Vice President	Austin
Solis, Alejandro J.	Associate Vice President	Washington
Sommer, Daniel L.	Associate Vice President	Omaha
Stahulak, Jamie J.	Associate Vice President	Madison
Steinhart, Pamela J.	Associate Vice President	Irvine
Storgaard, Tena M.	Associate Vice President	Bellevue
Stremmel, Jacob A.	Associate Vice President	Blue Ash
Sullivan, Allen R.	Associate Vice President	Colorado Springs
Sutherland, Andrew W.	Associate Vice President	Ann Arbor
Tannehill, Shelly M.	Associate Vice President	Folsom

Display Name	Officer Title	Location
Terry, Melissa J.	Associate Vice President	Corpus Christi
Tonilas, Bruce J.	Associate Vice President	Denver
Turbiville, Heath E.	Associate Vice President	Gillette
Vaccaro, Alicia M.	Associate Vice President	Mahwah
Van Dien, James P.	Associate Vice President	Bethlehem
Van Santen, Victor E.	Associate Vice President	Rosemont
Villarreal, Gabriel J.	Associate Vice President	Austin
Volk, Daniel G.	Associate Vice President	Omaha
Warner, Terry R.	Associate Vice President	Salt Lake City
Warrix, Todd C.	Associate Vice President	San Antonio
West, Jonathan P.	Associate Vice President	Louisville
Williams, Erin H.	Associate Vice President	Atlanta
Williamson, Sheri S.	Associate Vice President	Rock Hill
Wong, David W.	Associate Vice President	Rosemont
Wood, Katherine M.	Associate Vice President	Anchorage
Wooten, John D.	Associate Vice President	Dallas
Yescas, Javier A.	Associate Vice President	San Diego
Young, Christina R.	Associate Vice President	Omaha
Zapata, Leonel A.	Associate Vice President	Miami Lakes
Zimmerman, Erich	Associate Vice President	Syracuse
Debs, Jody K.	Secretary	Denver
Buell, Elizabeth C.	Assistant Secretary	Omaha
Vik, Laurie S.	Assistant Secretary	Omaha
Heaney, Kathy Heaney M.	Treasurer	Omaha
Cox, Joseph R.	Assistant Treasurer	Omaha
White, Troy L.	Assistant Treasurer	Omaha

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve the ratification of Master Subscription and Services Agreement No. 180157-PH, Workgroups DaVinci - Office of Communications - Award recommended to: METACOMMUNICATIONS, INC. (Original Award $43,800/Annual Amount $15,000 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Original Award $43,800/Annual Amount $15,000
Funding Source: General Fund
Dept./Division: Communications

PURPOSE/BACKGROUND:
On January 2, 2018, the subject contract was awarded by the Purchasing and Contracts Manager in the amount of $43,800. The contract provides annual subscription services for Workgroups Davinci and Automated Digital Asset Management, including one-time software implementation services, to manage workflow items for the Office of Communications graphic artists and print shop, and print requests from City departments. As part of the contract, MetaCommunications is granted the right to add the City's name and logo on their customer list and website. Ratification is requested in accordance with Municipal Code 1.08.050, which requires City Council's express permission to allow for use of the City's official seal. By granting this right, the City is extended a $1,500 discount to the annual subscription price. The software subscription is due for renewal on June 1, 2021 in the annual amount of $15,000, with future renewals to be exercised by order forms. MetaCommunications, Inc. is located in Iowa City, Iowa

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

BACKUP DOCUMENTATION:
1. Contract No. 180157-PH

DocuSign Envelope ID: 5067EB3E-4733-4348-95A7-C34865C8E1BB

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

THIS MASTER SUBSCRIPTION AND SERVICES AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN City of Las Vegas ("YOU", "YOUR") AND METACOMMUNICATIONS, INC. ("US", "WE", "OUR") AND GOVERNS YOUR USE OF THE SUBSCRIPTIONS SERVICES AND PROFESSIONAL SERVICES.

BY EXECUTING THIS AGREEMENT OR BY EXECUTING A SUBSCRIPTION ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW) TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. YOU AGREE THAT YOU WILL BE LIABLE TO US FOR ANY BREACH OF THIS AGREEMENT BY YOUR AFFILIATES OR USERS.

You may not access the Subscription Services if you are a direct competitor of ours, except with our prior written consent. In addition, you may not access the Subscription Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. You may not perform any vulnerability testing of the Subscription Services without our express written permission.

This Agreement is effective between you and us as of the date set forth on the signature page of this Agreement.

1. DEFINITIONS

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with you or us. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "Confidential Information" means all written or oral information designated by you or us ("Discloser") to the other ("Receiver") as confidential at the time of disclosure, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, that is delivered or otherwise made accessible to the Receiver in connection with this Agreement. Confidential Information will not include information that the Receiver can prove: (i) is or becomes generally known to the public without breach of any obligations owed to the Discloser, (ii) was known to the Receiver, before receipt from the Discloser, (iii) was independently obtained or developed by the Receiver without any use of the Discloser's Confidential Information, or (iv) becomes known to Receiver, without restriction, from a source other than the Discloser who does not owe a duty of confidentiality to the Discloser and obtained the information by lawful means.

1.3 "Documentation" means our then current online user guides made generally available by us to our customers relating to the use of a particular Subscription Service. The Documentation is a part of the Subscription Service licensed to you under this Agreement and subject to all restrictions and limitations relating to the Subscription Service.

1.4 "Licensed Units" means the total number of Units purchased by you

1.5 "Order Form" means an ordering document specifying the Subscription Services and the selected level of Support Services, and Professional Services (if any) to be provided hereunder that is entered into between you and Us including any addenda and supplements thereto. The Order Form may also include a statement of work ("SOW") if you are purchasing Professional Services. Notwithstanding any language to the contrary in the Order Form, all Professional Services purchased under an Order Form are purchased separately from the Subscription Services, with respect to payment obligations and termination rights.

1.6 "Online Services" means our subscription service offerings for use of our online Products offered over the Internet (and associated offline components, if any) and access to our or third party electronic data processing, storage and transmission services, which are listed in the Online Services section of the Order Form, and include our standard Product support. The specific Online Services purchased by you hereunder will be reflected in the Order Form.

1.7 "On-Premise Services" means our subscription service offerings for use of our Products to be downloaded and installed on servers owned or controlled by you, which are listed in the On-Premise Services section of the Order Form, and include standard support for our software only. The specific On-Premise Services purchased by you hereunder will be reflected in the Order Form.

1.8 "Our Information" means all information, including the Products, created or otherwise owned by us or licensed by us from third parties, related to the Subscription Services and any Work Product created by us pursuant to Professional Services.

1.9 "Products" means the application software products used by us to provide the Subscription Services, including any Updates (as defined in Section 3.3) provided to you hereunder.

1.10 "Professional Services" means the training, consulting, project management, configuration, installation and/or integration services provided by us and requested by you, as set forth in an Order Form/SOW.

1.11 "Subscription Services" means either the Online Services or On-Premise Services purchased by you under an Order Form.

1.12 "Subscription Term" means the period of time that the Subscription Services will be provided by us to you. The initial Subscription Term will be designated in the Order Form.

1.13 "Units" means the number of named users, number of active documents, amount of data storage capacity or other unit of measurement, as applicable, to the particular Subscription Service as specified in the Order Form.

1.14 "Users" means named individuals who are authorized by you to use the Subscription Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by you (or by us at your request). Users may include but are not limited to your employees, consultants, contractors and agents, or third parties with which you transact business. Where a quantity in an Order Form refers to Users, (i) the Subscription Service may not be accessed by more than that number of Users (as accumulated if additional Order Forms add more Units of Users), (ii) a User's password may not be shared with any other individual, and (iii) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Subscription Service.

1.15 "Work Product" means the work product, configuration, integration, modifications, software or services resulting from our performance of Professional Services.

1.16 "Your Data" means all information provided by you to us through the Subscription Services and/or Professional Services for use in conjunction with the Subscription Services and/or Professional Services, including processing, storage and transmission as part of the Online Services.

2. USE OF THE SUBSCRIPTION SERVICES

2.1 License Grant. Subject to your compliance with the terms and conditions of this Agreement (including payment of all applicable fees), during a Subscription Term we hereby grant you a non-exclusive, non-transferable, limited license to use the Subscription Services solely for your internal use, including the installation and use of that client side portion of the Subscription Service intended for use on client devices on such client devices, but only in conjunction with permitted use of Subscription Service, and provided that the total number of Units does not exceed the number of Licensed Units purchased by you. Notwithstanding the foregoing, the license to use the Subscription Service and otherwise exercise your license rights hereunder is extended to your Users, in each case performing services for you, provided that (i) all such use is otherwise pursuant to the license terms and restrictions set forth herein and (ii) in all events you remain primarily liable for compliance with the terms hereof by any such Users.

2.2. Licensed Units. Unless otherwise specified in the applicable Order Form, (i) use of the Subscription Services is limited to the Licensed Units purchased and may be accessed only by Users, (ii) additional Units may be added during the Subscription Term at the same price per Licensed Units applicable to such Subscription Term, prorated for the remainder of the Subscription Term in effect at the time the additional Units are added, and (iii) the added Licensed Units shall terminate on the same date as the pre-existing Licensed Units. The quantity of Licensed Units of the Subscription Services purchased cannot be decreased during the relevant Subscription Term.

2.3 Usage Limitations. Subscription Services may be subject to other reasonable limitations imposed by us, including, but not limited to, excessive number of automated page views or API calls. Such limitations may be published by us from time to time.

2.4 Your Responsibilities. You will (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for testing any Products and/or Work Product provided to you, (iii) be responsible for the accuracy, quality and legality of Your Data and the means by which you acquired Your Data, (iv) prevent unauthorized access to or use of the Subscription Services and Work Product, and notify us promptly of any such unauthorized access or use, and (v) use the Subscription Services and Work Product only in accordance with the Documentation and applicable laws and government regulations.

2.5 Restrictions on Use. You may not, directly or indirectly, (i) make the Subscription Services or Work Product available to, or permit use of the Subscription Services or Work Product by, anyone other than Users, (ii) license, sublicense, sell, resell, lease, rent, assign, transfer, distribute, or otherwise commercially exploit or make available to any third parties the Subscription Services or the Work Product in any way, (iii) alter, modify, adapt, translate the Subscription Services, or any portion thereof, or incorporate it, in whole or any part, in any other product, create derivative works based on the Subscription Services or the Work Product, or any portion thereof, or license others to reproduce any copies of the Subscription Services, or any portion thereof, (iv) use the Subscription Services or Work Product to process or permit to be processed the data of any third party, other than that of your third party collaborators whose data may be submitted by you to the Online Services solely for your internal use, (v) use or permit the use of the Subscription Services or Work Product in the operation of a commercial relationship such as operating as a business that makes the Subscription Services or Work Product available as a timesharing arrangement or otherwise for the benefit of any unaffiliated third party, (vi) disassemble, decompile, or reverse engineer the Subscription Services, Work Product or any component or aspect thereof, or otherwise attempt to derive or construct source code or other trade secrets from the Subscription Services or the Work Product (vii) build a competitive product or service to the Subscription Services or Work Product or a product or service that uses similar ideas, features, functions, or graphics to the Subscription Services or Work Product, (viii) use the Subscription Services or Work Product to engage in any prohibited or unlawful activity, (ix) use the Subscription Services or Work Product to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (x) use the Subscription Services or Work Product to store or transmit data that is obscene, defamatory, harassing, offensive, or malicious, (xi) interfere with or disrupt the integrity or performance of the Subscription Services or Work Product, (xii) attempt to gain unauthorized access to the Subscription Services, the Work Product or their related systems or networks or (xiii) permit any third party to do any of the foregoing.

2.6 Installation of On-Premise Services. If you have purchased On-Premise Services you may install one production copy of the Products and, may install one copy of the Products for testing and standby/back-up recovery purposes. No other copies of the Products are permitted. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Product.

2.7 Third-Party Embedded Software. The Subscription Services may include third party products and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof ("Third-Party Embedded Software"). Third-Party Embedded Software as a component of the Subscription Services is subject to the terms of this Agreement, however, with respect to the Third-Party Embedded Software only, in the event of a conflict between a term or condition of this Section 2.7 with a term or condition elsewhere in this Agreement, the terms and conditions of this Section 2.7 shall control.

2.7.1 Font License. You may embed copies of the font software of the Third-Party Embedded Software into your electronic documents for purpose of printing, viewing and editing the document. No other embedding rights are implied or permitted under this license.

2.7.2 THE SOLE AND EXCLUSIVE REMEDIES FOR A BREACH OF WARRANTY BY US IS SUBJECT TO SECTION 10 OF THIS AGREEMENT. OUR THIRD-PARTY EMBEDDED SOFTWARE SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE RESULTS YOU MAY OBTAIN BY USING THE SUBSCRIPTION SERVICES. OUR THIRD-PARTY EMBEDDED SOFTWARE SUPPLIERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE,. IN NO EVENT WILL OUR THIRD-PARTY EMBEDDED SOFTWARE SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A THIRD-PARTY EMBEDDED SOFTWARE SUPPLIER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

2.7.3 Export Rules. You agree that the Third-Party Embedded Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Third-Party Embedded Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Third-Party Embedded Software. All rights to use the Third-Party Embedded Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

2.7.4 General. If any part of this Section 2.7 is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Section 2.7 shall not prejudice the statutory rights of any party dealing as a consumer.

3. PROVISION OF THE SUBSCRIPTION SERVICES

3.1 Provision of Subscription Services. We will make the Subscription Services available to you pursuant to this Agreement and the applicable Order Forms. You acknowledge that we are under no obligation to support any hardware or software product other than the Products or hardware we use to deliver the Subscription Services. Technical support is restricted to your employees or your approved on-site independent contractors.

3.2 Online Services. If you purchase Online Services we will use commercially reasonable efforts to make the Subscription Services available to you 24 hours a day, 7 days a week, subject to the Service Level Addendum for Online Services (Exhibit A) attached hereto and made a part hereof, excluding: (i) planned downtime for the purpose of Maintenance (as defined in Exhibit A), which we will make reasonable efforts to schedule to the extent practicable during the weekend hours from 8:00 p.m. Central time Wednesday to 4:00 a.m. Central Time Thursday and 8:00 p.m. Central time Friday to 4:00 a.m. Central Time Monday, but we cannot guarantee any particular scheduling. As provided for in Exhibit A, we will provide you with a minimum of 24 hours prior notice of downtime for planned Maintenance, except that advanced notice may not be reasonable to give in the event of emergency maintenance which may occur from time to time in the event of system instability or a security threat; (ii) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), major power outage, major fiber cuts to our hosting service provider, or denial of service attacks, or Internet service provider failures or delays; or (iii) unavailability necessitated through the improper use of the Subscription Service by you, due to services requested by you or changes made by you, or as a result of Section 8.2.

3.3 Updates. During the term of this Agreement, we may from time to time develop updates, fixes, solutions to problems or bugs, maintenance updates, or other enhancements to the Subscription Services ("Updates") that we make generally available to the specific Product licensed to you as part of the Subscription Service at no additional charge to you, when and if available. If you have purchased On-Premise Services, we will make the Updates available to you for download and installation by you. If you have purchased Online Services, we will coordinate with you a time to apply the Updates. Updates may not include, at our discretion, new functionality or software features, which are available as a separate module for an incremental fee. We may, at our sole discretion, offer additional software programs, which may include third party components or licenses as part of a Subscription Service upgrade for an additional fee. Except for software patches or maintenance updates necessary to correct functionality issues or address a security concerns, you may choose not to install the Updates, however we will only provide technical support for the two (2) most recent major version releases of the Products licensed to you. All other services, including but not limited to, installation, implementation and training are not part of the Subscription Services, and would require the purchase of Professional Services. We make no guarantee that customizations made prior to an Update will work with the new version.

4. PROFESSIONAL SERVICES

4.1 Professional Services Generally. You may purchase Professional Services through an Order Form or SOW. We will provide to you the Professional Services specified in each SOW or Order Form (as applicable), subject to your payment of all applicable fees as set forth in said SOW or Order Form. Fees for these Professional Services are in addition to your Subscription Fee. Any Professional Services including, but not limited to, initial launch of the Subscription Services and the resulting Work Product provided hereunder will be deemed accepted by you thirty (30) days after delivery unless written notice of material defect is given to us during such period with enough detail to reproduce the defect. Unless otherwise agreed, all Professional Services are performed remotely. For Professional Services performed on-site, you will reimburse us our reasonable cost for all expenses incurred in connection with the Professional Services, provided that we receive written consent from you. Any invoices or other requests for reimbursements will be due and payable as set forth in the SOW or Order Form. We might provide some or all elements of the Professional Services through third party service providers.

4.2 Covenant Against Recruitment. Both parties agree that, during the term of this Agreement and extending for a period of 1 year following its expiration or termination, neither party will, without the other party's prior written consent, directly or indirectly solicit, hire or attempt to hire, on a full time, part time, or contract basis, any person who was directly involved in the performance of the Professional Services. Notwithstanding the foregoing, either party may hire such person through an open, general public solicitation for employment that is not primarily targeted at such person.

4.3 Termination. Except as otherwise provided in this Agreement, each party shall have the right to terminate the Professional Services under a SOW or Order Form by written notice to the other party if a party has materially breached any obligation with respect to the Professional Services under such SOW or Order Form and such breach remains uncured for a period of 30 days after written notice of such breach is received by the other party. If we terminate Professional Services under a SOW or Order Form because of your default, all of the following shall apply:

(a) you shall immediately cease to use the Work Product.
(b) you shall, within 10 days of such termination, deliver to us or destroy all copies and portions of the Work Product and related materials and documentation in your possession.
(c) each party shall return or destroy all tangible copies of any Confidential Information received from the other party in the course of performing the Professional Services.
(d) all amounts payable or accrued to us under such terminated SOW or Order Form shall become immediately due and payable.

4.4 Professional Services impact on future Updates to the Subscription Services and other Changes. In the event you obtain Work Product to the Subscription Services hereunder, unless we expressly agree otherwise pursuant to the Order Form and any applicable SOW, we will not be responsible for updating or modifying any Work Product or other modifications. Such updates or modification may be required in the event of our upgrade of Subscription Services.

5. CONFIDENTIALITY

5.1 Confidentiality Obligation. Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except our third party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents who reasonably have a need to know in connection with the exercise of Receiver's rights and obligations under this Agreement and who are contractually bound to a duty of confidentiality no less restrictive than the duty imposed by this Section 5.1 and remain jointly and severally liable for any breach of confidentiality by such employees, contractors, advisors or agents. The Receiver shall promptly notify the Discloser of any actual or suspected misuse or unauthorized disclosure of the Discloser's Confidential Information. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process, including the requirements of Nevada Revised Statutes Chapter 239.

5.2 Protection of Your Data. Without limiting the above, we will maintain commercially reasonable administrative, physical, and technical safeguards, consistent with prevailing industry practices, for protection of the security, confidentiality and integrity of Your Data. We will not (i) modify Your Data, (ii) disclose Your Data except as compelled by law or as expressly permitted in writing by you, or (iii) access Your Data except to provide the Subscription Services, Professional Services or prevent or address service or technical problems, or at your request in connection with customer support matters. Your sole remedy for a material breach of our obligations under this Section 5.2 shall be to terminate this Agreement without penalty pursuant to Section 8.1. YOU ACKNOWLEDGE THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT WE DO NOT AND CANNOT GUARANTEE THAT THE SUBSCRIPTION SERVICES, OUR SYSTEMS, AND THE INFORMATION CONTAINED THEREIN CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS

5.3 Non-disclosure Agreements. In the event the parties entered into a non-disclosure agreement or any other confidentially agreement (each an "NDA") prior to the execution of this Agreement, such NDA will not apply and will be deemed terminated as of the date of this Agreement with respect to information disclosed by either party after such date, and thereafter that NDA shall only apply to confidential information described in that NDA and disclosed between the parties prior to the Effective Date of this Agreement. Notwithstanding anything to the contrary, the terms and conditions of this Agreement comprise the entire understanding and exclusive agreement regarding confidently of Your Data.

6. PAYMENT OF FEES

6.1. Fees. You agree to pay us the fees, in US Dollars, for the Subscription Services and any Professional Services as set forth on an Order Form or Statement of Work, as applicable. Except as otherwise specified herein or in an Order Form or Statement of Work, (i) fees are based on the Subscription Services and Licensed Units purchased and not actual usage, and (ii) except as specifically provided for in this Agreement, payment obligations are non-cancelable and fees paid are non-refundable.

6.2 Overdue Charges. Subject to the "Payment Disputes" section, if any amount is not received by us by the due date, then without limiting our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, plus all expenses of collection (including reasonable attorneys' fees), and/or (b) we may condition future purchases of Subscription Services or Professional Services on prepayment.

6.3 Payment Disputes. We will not exercise our rights under the "Overdue Charges" section above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.4 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever. You are responsible for paying all taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect taxes for which you are responsible under this Section 6.4, We will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

7. SUBSCRIPTION TERM AND RENEWALS

7.1 Subscription Term and Renewals. Unless terminated earlier in accordance with Section 8.1, the term of this Agreement commences on the Effective Date and continues until the term of all Subscription Services ordered by you on Order Form have expired or been terminated. The initial term of the Subscription Services shall commence on the start date ("Start Date") specified in Order Form and continue for the Subscription Term specified therein. Except as otherwise specified in Order Form, the term of Subscription Services ordered by you will renew by issuance of Your purchase order for additional Subscription Terms equal to the expiring subscription term or one year (whichever is longer),. The per-Unit pricing during any such renewal term shall be the same as that during the prior term unless we have given you written notice of a pricing change at least 30 days before the end of such prior term, in which case the pricing change shall be effective upon renewal and thereafter. Written notification via your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service or first class mail to the address set forth in Section 12.10, is sufficient for notices required pursuant to this Section 7.1. In addition, the Subscription Services may be renewed by mutual written agreement of the parties.

8. TERMINATION, SUSPENSION AND EXPIRATION

8.1 Termination

8.1.1 Termination for Cause. Either party may terminate the Subscription Services for cause by written notice if the other party materially breaches the terms and conditions of this Agreement applicable to such Subscription Services and fails to cure its breach after receipt of written notice within (i) 15 days in the case of non-payment of any fees, or (ii) 30 days in the case of all other material breaches.

8.1.2 Termination for Convenience. You may terminate the Subscription Services for convenience by 30 days' written notice, for any reason, or for no reason. In the case of termination for convenience, you will be responsible for charges incurred through the effective date of termination, and we will not issue refunds or credits for amounts already paid, for any reason.

8.2 Suspension.

8.2.1 Suspension for Prohibited Acts. We may suspend any User's access to the Subscription Service for: (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, or (ii) repeated instances of using or uploading material that infringes or which we reasonably believe infringes on the copyright or trademark rights of any person or entity.

8.2.2 Suspension for Non-Payment. We may suspend your access to all or any part of the Subscription Service upon fifteen (15) days' notice to you of non-payment of any amount past due, unless you are disputing the applicable charges reasonably and in good faith and you are cooperating diligently to resolve the dispute. If the Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

8.2.3 Suspension for Present Harm. If your use of the On-line Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth as reasonably determined by us, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service.

8.3 Effect of Termination. Upon any termination or expiration of this Agreement: (i) all licenses and rights granted hereunder shall terminate and we will no longer provide any Subscription Services or Professional Services to you, (ii) you shall cease and cause your Users to cease using the Subscription Services, Products and Work Product; (iii) the Receiver shall promptly destroy the Discloser's Confidential Information, in all forms and types of media, and if we request, you will provide us written confirmation that you have discontinued all use of Subscription Services, Products and Work Product and destroyed our Confidential Information; (iv) except in the case of termination for our breach, within 30 days of expiration or earlier termination of this Agreement, you will pay to us all fees outstanding; and (v) in the case of termination for our breach, no further payment will be due from you, and we will refund prepaid fees on a pro-rata basis for Subscription Services after the effective date of termination.

8.4. Retrieval of Your Data. Upon request by you made within 30 days after the effective date of termination or expiration of this Agreement, we will make Your Data available to you for export or download. After that 30-day period, we will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in our systems or otherwise in our possession or control, unless legally prohibited. Any costs incurred by us related to retrieving Your Data will be paid by you, subject to your prior approval of such costs.

8.5 Survival. The provisions of Sections 1, 2.4, 2.5, 4.2, 4.3, 5 through 9, 10.3, 11 and 12 will survive the expiration or earlier termination of this Agreement.

9. PROPRIETARY RIGHTS

9.1 Our Proprietary Rights. The Products, Subscription Services, Professional Services and Our Information are owned by us and our suppliers, and their structure, organization and code are the valuable trade secrets of us and our suppliers. The Products, Subscription Services, Professional Services and Our Information are also protected by United States Copyright law and international treaty provisions. Subject to the limited rights expressly granted hereunder, we and our licensors reserve all of our/their right, title and interest in and to the Products, Subscription Services, Professional Services and Our Information, including all of our/their related intellectual property rights. We may place copyright, trademark and/or other proprietary notices of us and our licensors, including hypertext links, within the Subscription Services. You may not alter or remove these notices without our written permission. Title and related rights in the applicable content, trademarks, service marks, trade names, logos, and icons (collectively "Content") accessed through the Subscription Services or on any accompanying documentation are the property of the respective Content owner and are protected by applicable law. The license granted under this Agreement gives you no rights in or to such Content. If, in the course of rendering the Subscription Services or the Professional Services, we create and deliver to you any of Our Information or Work Product, such shall remain our property and you shall have a nonexclusive, nontransferable license to use Our Information and the Work Product solely in connection with your business on the same terms and conditions under which we license the Subscription Services to you under this Agreement. You may not have the right to, and agree not to, attempt to restrain us from using any skills or knowledge of a general nature acquired during the course of providing the Subscription Services or the Professional Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another of our customers. No rights are granted to you hereunder other than as expressly set forth herein.

9.2 Third Party Licensors. You acknowledge and agree that third party licensors are the owner of certain proprietary information and intellectual property rights included in the Subscription Services and the Documentation. Such third party licensors are third party beneficiaries entitled to enforce our rights and your obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for your breach of such obligations.

9.3 License by You to Your Data. You grant us and our Affiliates a worldwide, limited term license to host, copy, transmit, access, use and display Your Data as necessary for us to provide the Subscription Services and Professional Services in accordance with this Agreement. Subject to the limited licenses granted herein, we acquire no right, title or interest from you or your licensors under this Agreement in or to Your Data.

9.4 Feedback. We will own all right, title and interest in all suggestions, recommendations, enhancement requests, and other feedback made by you or your Users relating to the operation of the Products, Subscription Services or Professional Services ("Feedback"), including, but not limited to, all copyright, trademark, patent and other intellectual property rights in the Feedback.

9.5 Aggregate Data. We may monitor use of the Subscription Service by all of our customers and use the data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any of Your Data and/or identify you.

9.6 Federal Government End Use Provisions. We provide the Subscription Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

10. REPRESENTATIONS, WARRANTY, EXCLUSIVE REMEDIES AND DISCLAIMER

10.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

10.2 Our Warranties.

10.2.1 Subscription Services Limited 30-Day Guarantee. Subject to your compliance with the terms of this Agreement, upon written notice to us within 30 days of the Start Date of the initial Subscription Term, you may terminate the Subscription Services with or without cause and receive a pro-rated refund of the subscription fee paid for the terminated Subscription Services.

10.2.2 Professional Services. We warrant that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, your exclusive remedy and our entire liability will be the re-performance of the applicable Professional Services. If we are unable to re-perform the Professional Services as warranted, you will be entitled to recover the Professional Services fees paid to us for the deficient Professional Services. In order to receive warranty remedies, you must make any claim under the foregoing warranty to us in writing within 30 days of performance of such Professional Services.

10.2.3 Acknowledgments. You acknowledge that some non-material errors may exist in the Software and Subscription Services, and the presence of such errors shall not be a breach of the Agreement. You acknowledge that the performance of the Subscription Services may be affected by your equipment and your software configuration, and, if you are dissatisfied with the speed and performance of the Subscription Services, additional investment by you in your equipment and/or software may be required. In addition, you acknowledge that the Subscription Services may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or because of other causes beyond our reasonable control (including without limitation delays or other problems inherent in the user of the Internet and electronic communications services). Except as set forth in the Service Level Addendum for Online Services (Exhibit A), we will not be liable to you as a result of these temporary service interruptions.

10.3 **DISCLAIMER OF ANY OTHER WARRANTIES. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR OUR BREACH OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND AGENTS PROVIDE THE SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES "AS IS" AND WITH ALL FAULTS AND DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE HAVE BEEN INFORMED OF SUCH PURPOSE), OF RELIABILITY OR AVAILABILITY, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE WITH REGARD TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND ANY DOCUMENTATION. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE**

SUBSCRIPTION SERVICE OR THE PROFESSIONAL SERVICES FOR ANY PURPOSE OR THAT USE OF THE SUBSCRIPTION SERVICES OR THE PROFESSIONAL SERVICES WILL BE ERROR-FREE, WORK IN COMBINATION WITH OTHER SOFTWARE OR THAT ALL DEFECTS IN IT ARE CORRECTABLE. THE SUBSCRIPTION SERVICE AND PROFESSIONAL SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT WE AND OUR AFFILIATES AND AGENTS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (*E.G.*, HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB-SITES, COMPUTERS, OR NETWORKS. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. The warranties above give you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction.

11. LIMITATION OF LIABILITY

11.1 NO INDIRECT DAMAGES. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER YOU OR WE BE LIABLE FOR ANY INDIRECT, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES, DATA OR BUSINESS OPPORTUNITIES OR BUSINESS INTERRUPTIONS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 LIMITATION OF LIABILITY. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES AND EITHER PARTY'S LIABILITY FOR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, AND NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, IF EITHER YOU OR WE IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, YOU AND WE AGREE THAT THE AGGREGATE LIABILITY OF A PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID TO US FOR THE SUBSCRIPTION SERVICE AND PROFESSIONAL SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 THIRD PARTY PRODUCTS. EXCEPT FOR THE THIRD-PARTY EMBEDDED SOFTWARE, WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. EXCEPT AS SET FORTH IN SECTION 2.7, OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

11.4 YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES TO YOU. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES OR REMEDIES SET FORTH HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

12. MISCELLANEOUS

12.1 No Waiver. No failure or delay in exercising any right or remedy hereunder or failure to object will be a waiver of such right or remedy or any other right or remedy hereunder. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

12.2 Publicity. You grant us the right to add your name and company logo to our customer list and website.

12.3 Assignment. You may not transfer or assign all or any part of this Agreement (by operations of law or otherwise) without our prior written consent, such consent not to be unreasonably withheld. We may transfer our rights and obligations under this Agreement, in whole or in part, at any time. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

12.4 Force Majeure. Neither party may be held liable for any damages or penalty for any failure or delay in the performance of its obligations hereunder if caused by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

12.5 Jurisdiction & Waiver of Jury Trial. The District Court for Clark County, State of Nevada shall have sole and exclusive jurisdiction over any dispute arising out of this Agreement. We and you hereby consent to such jurisdiction. You and we waive all rights to a jury trial in any suit or claim arising out of or in any way connected with the Agreement. This waiver of the right to a jury trial is made to avoid the expense of a jury trial and to expedite any litigation that may arise between the parties with respect to this Agreement.

12.6 Severability. If any provision of this Agreement should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and all other provisions of this Agreement shall remain in full force and effect.

12.7 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify Our Legal Department pursuant to Section 12.10 below (Notices).

12.8 Governing Law. This Agreement will be interpreted, construed, and governed by and in accordance with the laws of the State of Nevada, without regard to or application of its choice of law of law principles. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

12.9 High-Risk Use. You hereby acknowledge and agree that the Subscription Services are not designed or intended for access and/or use in or during high-risk or sensitive activities including, but not limited to: medical procedures; processing of personal medical information; on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; processing of any mission critical information; processing of information subject to the restrictions of the Gramm-Leach-Bliley Act, HIPAA or other privacy regulations; or the design, construction, operation or maintenance of any nuclear facility. You agree that you shall not use the Subscription Services for any such information or purposes. We disclaim any liability for damages of any kind arising in connection with use of the Subscription Services with information subject to such regulations or for such high-risk or sensitive activities and expressly disclaim any express or implied warranty of fitness for such purposes.

12.10 Notices. All notices demands, requests, consents, and approvals which may be or are required to be given or made pursuant to any provisions of this Agreement, except as otherwise provided for in this Agreement, shall be made or given in writing, must reference this Agreement and shall be served personally by overnight courier, or mailed by prepaid certified or registered mail, return receipt requested, or given by email to the address of each of the parties. The date of receipt of such notice, demand or request shall be deemed to be made the day of giving such notice, demand or request if delivered personally, or if mailed or couriered as aforesaid, the date such notice was delivered to the recipient. All legal communications to a party made pursuant to this section will be sent to the contact information set forth below or to such other contact information as may be designated by a party:

To us: MetaCommunications
Attn: Legal Notices
201 E. Washington Street
Iowa City, IA 52240
Phone: (319) 337-8599
Email: legal@meta-comm.com

To you: City of Las Vegas
Attn: Manager, Purchasing and Contracts
495 South Main Street, 3rd Floor
Las Vegas, NV 89101
Phone: (702) 229-6231
Email: purchasing@lasvegasnevada.gov

In addition to the foregoing, we may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

12.11 International Use. We are headquartered in the United States. Please understand that Your Data and other information you provide to us or we obtain as a result of your use of our Subscription Services may be processed and transferred to the United States and be subject to United States law. The privacy and data protection laws in the United States may not be equivalent to such laws in your country of residence. By using our Subscription Services or providing us with Your Data and other information, you consent to the collection, transfer, storage, and processing of information to and in the United States.

12.12 Insurance. We will, at our sole expense, procure and maintain in full force and effect during the performance of the Subscription Services or Professional Services under this Agreement, insurance policies, of the types and in the minimum amounts as follows, covering our operations:

Commercial general liability ($1,000,000 per occurrence, $2,000,000 aggregate);

Excess umbrella liability ($2,000,000 per occurrence, $2,000,000 aggregate);

Workers' compensation (statutory limits) and employers' liability ($500,000 per accident); and,

Professional liability ($1,000,000 per occurrence, $1,000,000 aggregate).

Upon request, we will provide you with certificates of insurance evidencing such coverage.

12.13 Relationship of Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us and each party is an independent contractor.

12.14 Construction. Captions are for convenience only and may not be construed to define, limit or affect the construction or interpretation of this Agreement.

12.15 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

12.16 Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

12.17 Entire Agreement. This Agreement and any and all associated Order Form(s) and Statement(s) of Work any and all of which are hereby incorporated herein by reference, is the entire agreement between us for the Subscription Service and Professional Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement. Except as expressly set forth in this Agreement, in the event of a conflict between an Order Form and this Agreement, the terms of this Agreement will prevail.

THE PARTIES HAVE READ THIS AGREEMENT AND EACH ORDER FORM HERETO, UNDERSTAND THEM, AND BY SIGNING BELOW AGREE TO BE BOUND BY THEM.

This Agreement is effective as of this 2nd day of ~~December~~ January ED., 2018 (**"Effective Date"**).

You:	City of Las Vegas	**MetaCommunications, Inc.**	
By:	Edward O'Neal	By:	James Eaton
Title:	Purchasing & Contracts Mgr.	Title:	VP of Sales
Sign:		Sign:	DocuSigned by: James Eaton 80392E54D8C5478...

Rev. 161223

APPROVED AS TO FORM
Robert S. Sylvain 1-2-18
Robert S. Sylvain Date
Deputy City Attorney

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

Robert S. Sylvain
Deputy City Attorney

Exhibit A - Service Level Addendum for Online Services to the MASTER SUBSCRIPTION AND SERVICES AGREEMENT

Definitions:

a. **"Downtime"** means that the Online Services are unavailable during a five (5) minute period and you are unable to establish availability within such five (5) minute period. Notwithstanding anything to the contrary in the foregoing, Downtime shall not include any such unavailability or any suspension or termination of the Online Services (i) caused by Maintenance (defined below), (ii) caused by factors outside of our reasonable control, (iii) that results or result from any actions or inactions of any third party, including, without limitation, you and any individual allowed to use the Online Services pursuant to this Agreement, or (iv) caused by the equipment, software or other technology of a third party including, without limitation, the equipment, software or other technology of you or of any individual allowed to use the Online Services pursuant to this Agreement (but specifically excluding third-party equipment or third party services within our direct control, such as our third party hosting providers), (v) caused by your use of the Online Services after we advised you to modify your use of the Services, if your failure to so modify such use resulted in the unavailability, suspension or termination of the Online Services, or (vi) during any agreed-upon beta or trial use of the Online Services (each of the foregoing referred to herein as **"Outside Unavailability"**).

b. **"Maintenance"** means maintenance activities performed by or on behalf of us in connection with the Online Services, which may be performed provided that we notify you via email at least 24 hours in advance that we will be performing such maintenance activities, except that we may provide less than 24 hours advanced notice (and will not wait for confirmation from you) in the event of emergency maintenance which may occur from time to time in the event of system instability or a security threat. Notice concerning maintenance activities in accordance with this subsection, shall be provided by email to a recipient at the email address designated by you in writing for this purpose. For each Service Month (defined below) the cumulative number of hours of Maintenance shall not exceed 5 hours.

c. **"Monthly Uptime Percentage"** means 100% less the percentage of time of a Service Month (defined below) represented by the aggregation of all five (5) minute periods of Downtime during such Service Month.

d. **"Service Month"** means a calendar month.

Service Level: We shall exercise commercially reasonable efforts to make the licensed Online Service available with a Monthly Uptime Percentage of at least 99.9%. In the event the Monthly Uptime Percentage in any one Service Month falls below 99.9%, you will be entitled to a credit for one-twelfth ($1/12^{th}$) of the annual Subscription Fee paid to us for the then current annual period of the Subscription Term, which credit will represent the sole and exclusive remedy of you for any and all unavailability, suspension or termination of the Online Service within such Service Month.

Service Credits: We shall apply and provide the corresponding credit (the **"Service Credit"**) in accordance with the table set forth below, calculated as a percentage (the **"Service Credit Percentage"**) of one-twelfth ($1/12^{th}$) of the annual Subscription Fee paid by you to us for the then current annual period of the Subscription Term during which the Downtime takes place. The Service Credit will be applied by us against the Subscription Fee owing by you for the next Subscription Term immediately following the current Subscription Term.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.5%, but less than 99.9%	3%
Equal to or greater than 95.0%, but less than 99.5%	5%
Less than 95.0%	10%

To receive a Service Credit, you must submit to us, within thirty (30) calendar days following the end of the Service Month in which the applicable Downtime takes place, a request (a **"Service Credit Request"**) by sending an email message containing the following information (within the body of such email message) to hosting@meta-comm.com. (a) the dates and times of each instance of Downtime within the Service Month and (b) your server request logs that document and corroborate the claimed Downtime. Any failure on the part of you to timely provide the Service Credit Request to us will disqualify you from receiving any Service Credit for the applicable Service Month.

ORDER FORM
TO THE MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Order Form details the Subscription Services and any Professional Services that the Customer (defined below) desires to obtain pursuant to the terms and conditions of the Master Subscription and Services Agreement ("**Agreement**") by and between MetaCommunications, Inc. ("**MetaCommunications**") and the customer listed in Section 1 below ("**Customer**"). All capitalized terms in this Order Form shall have the same meaning as specified in the Agreement.

1. Customer Information

Company:	City of Las Vegas	Telephone: (702) 229-6231
Authorized Contact:	Pamela Hoffman	Email: purchasing@lasvegasnevada.gov
Address 1:	495 South Main Street, 3rd Floor	
City:	Las Vegas	State/Zip: NV, 89101

2. Billing Information

[ ] Same as Customer Information

Company:	Telephone:
Billing Contact:	Email:
Address 1:	
City:	State/Zip:

Billing Method:

Payment shall be made via check, ACH or wire transfer. Send payments to: MetaCommunications, Accounts Receivable, 201 E. Washington St., Iowa City, IA 52240. Electronic transfer information is available upon request.

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3. Subscription Term

The initial Subscription Term shall be for 1 year(s) beginning on 12/16/17 ("Start Date") and ending at midnight central time on 12/15/18. Thereafter, the Subscription Term will renew in accordance with the provisions of the Agreement.

4. Subscription Services Ordered by Customer

Type of Subscription Service being purchased: ✓ Online Services ❑ On-Premise Services

Subscription Service	Licensed Units	Per Unit Annual Fee	Total Annual Fee
Workgroups DaVinci Professional Edition	10	$1,250.00	$12,500.00
Automated Digital Asset Management	10	$250.00	$2,500.00
Total annual Subscription Fee			$15,000.00

Payment for Subscription Services is due annually in advance.

5. Professional Services

Professional Service	Units	Per Unit One Time Fee	Total One Time Fee
Professional Edition Standard Implementation: • Professional Services, Discovery Requirements Capture, Level 2 Dynamic Form Development • SSO, SAML Configuration and Support	1	$15,000.00	$15,000.00
Instructor Led Interactive Training (12Hrs)			$1,800.00
WebCRD Integration Services			$12,000.00
Total Professional Services Fee			$28,800.00

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6. Additional Notes

- Additional user licenses will be prorated from the subscription start date to subscription end date
- Professional Services and Training Drop in Year 2 of Subscription unless additional services and training purchased
- Unlimited Collaborative Users (Proof Reviewers, Project Requestors)
- Professional Services and Billing: Meta will bill the Total Annual Subscription Fee to the Customer and 60% ($10,080) of the Total Professional Services Fee upon execution of this Subscription Order Form. The remaining 40% of the Total Professional Services Fee ($6,720) will be billed by Meta to the Customer upon the successful completion of the Professional Services milestone "User Acceptance Testing" of the Level 2 Project Form.

THE PARTIES HAVE READ THIS ORDER FORM, UNDERSTAND IT, AND BY SIGNING BELOW AGREE THAT IT WILL BECOME AN INTEGRAL PART OF THE MASTER SUBSCRIPTION AND SERVICES AGREEMENT AND TO BE BOUND THEREBY. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

This Order Form shall be effective as of the latter-dated signature below:

Customer: City of Las Vegas Edward	**MetaCommunications, Inc.**
By: Edward O'Neal	**By:** James Eaton
Title: Purchasing and Contracts Mgr.	**Title:** VP of Sales
Date: 1/2/2018	**Date:** 1/3/2018
Sign:	**Sign:** DocuSigned by: James Eaton 80392E54D8C5478...

Rev. 162701

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Workgroups DaVinci

Statement of Work from MetaCommunications Inc.
Presented to: City of Las Vegas

MetaCommunications
120 East Washington
Iowa City, Iowa 52240
1.800.771.6382

sales@meta-comm.com
www.meta-comm.com
Company Representative
Matthew Mitchell

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Introduction

This (SOW) is only intended to provide a brief overview of the specific configuration of Workgroups DaVinci to be implemented for your organization. This Initial SOW should be treated as working document. This document is to serve as primer as to the services to be provided by MetaCommunications. A formal design document will be presented to the City of Las Vegas for approval after MetaCommunications has captured the specific requirements of the City of Las Vegas. This formal SOW will be written and mutually agreed upon by the City of Las Vegas and MetaCommunications and will serve as the SOW going forward.

Definitions

- Meta: MetaCommunications Inc.
- Customer: City of Las Vegas
- RSA: Rochester Software Associates
- SOW: Initial Statement of Work (this document)

Roles and responsibilities

Company	Name	Role	Email	Phone
Meta	Cory Wise	Manager, Professional Services	cwise@meta-comm.com	(319) 499.3338
Meta	Kemal Demirhisar	Senior Solutions Engineer	kdemirhisar@meta-comm.com	(641) 847.0638
Meta	Matt Mitchell	Senior Sales Consultant	mmitchell@meta-comm.com	(319) 499.5330

Project Objective

The objective of this project is to provide integration, implementation and training services for the rollout of the Meta Workgroups DaVinci software solution.

BACKGROUND

City of Las Vegas has identified a need for a scalable workflow management solution that will centralize and standardize processes for the customers marketing and creative projects. To achieve this business goal, Customer has purchased Workgroups DaVinci and has requested assistance with creating the initial configuration and integration services between Workgroups and WebCRD by Rochester Software Associates (RSA). The goal of the configuration and integration is to streamline operations, manage every project from start to finish and provide smooth exchange of information between Workgroups and WebCRD. Efficiencies gained through the implementation of the Workgroups system are achieved by optimized workflows, scheduling of resources and projects, visibility into project statuses through customized dashboards, and online proofing with comments and approval capabilities.

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To achieve this level of efficiency and to ensure a successful implementation, Meta will engage with key users and creative services resources to identify and gather the required information to properly configure the Workgroups platform.

This project will include;

Workgroups DaVinci, Professional Edition - Cloud Hosted (10 user licenses) with Automated Digital Asset Management.

1. Implementation, Support and Configuration Services for the out-of-the-box deployment of Workgroups DaVinci, Professional Edition - Cloud Hosted (10 user license)
2. Training Services (Currently 12 Hours of Instructor Led Training Proposed)
3. Professional Services:
   a. Custom scope, design and building of 1 (one) Level-2 Project Intake Form (Standard Dynamics to display specific blocks of fields based on job type, up to 60 fields, 10 drop downs)
4. WebCRD Integration (Phase 2 and Subject to the City of Las Vegas purchase of RSA's WebCRD Application)- Workgroups DaVinci Services team to do additional discovery with Customer outlining project deliverables and assumptions.

Services Included in the Project Scope

The following are included within the scope of this project:

- Customer Requirements Discovery
- Project Form Design Document
- Project request form prototype preview
- Project request from prototype delivery
- WebCRD Design Document
- Project Change Order (CO) procedure

SCOPE

- The scope of the SOW to be performed by MetaCommunications is defined as:
  - Web Service (Create Order) call to submit the order from Workgroups DaVinci in to WebCRD
  - Integration Services Work to submit order/job information from Workgroups DaVinci to WebCRD via available web services
  - Delivery of Dynamic Level 2 Project Form

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OUT OF SCOPE

- At this point in time, the scope of the SOW is limited to the items described in section header "Scope".

ASSUMPTIONS

The following assumptions exist for this SOW:

The Customer will provide timely feedback on questions/issues that arise during execution of this SOW, and the Customer will provide access to key personnel as needed.

- Workgroups DaVinci & WebCRD Integration Assumptions
  - Only information from the Workgroups "Job Ticket" form will be submitted to WebCRD
  - Workgroups will only be "creating" a new record in WebCRD. This integration does not include modification or deletion of any data
  - Once the information is successfully submitted from Workgroups to WebCRD, no modifications can be made to that order from Workgroups DaVinci
  - Number of fields submitted from Workgroups to WebCRD not to exceed 30 fields
  - In an event that WebCRD is offline/unavailable, the customer needs to re-submit/re-complete the job for the data to be submitted successfully
  - This integration is defined as a "one-way" integration. The data will flow only from Workgroups DaVinci to WebCRD
  - Customer is responsible of keeping form fields and form field values in sync between the two systems
  - Customer is responsible of optimizing the final file for print, before submission
- This integration engagement, as defined in the Scope, covers integration between Workgroups DaVinci & WebCRD. The purpose of the integration is to pass order/job related information from Workgroups DaVinci to WebCRD, using WebCRD's SOAP-based APIs. API documentation will be provided to MetaCommunications from RSA.
- The data fields that will need to be transferred from Workgroups DaVinci to WebCRD has not yet been identified. As stated in the above "Assumptions", the expectation is to deliver up to 30 pieces of data, mostly text using WebCRD's API. The only *non-text* item that will need to be delivered from Workgroups to WebCRD is a final "Print" file. As discussed previously, WebCRD supports receiving files over their API under the following rules:
  - *WebCRD expects a PDF file to be passed from Workgroups
  - *Only one physical PDF file per order/job
  - *File size should not exceed 100MB. If this needs to be increased, WebCRD supports configuration
  - *The file should be optimized for print, before submitting the order/job

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- The "trigger" for the integration (the exact point when the data will be submitted) has not yet been established. As defined in previous conversation with the client, this integration will be tied to a "job" reaching a certain "status". The Customer will decide at what "status" this integration will be trigger.
- The authentication into Workgroups DaVinci from WebCRD will be handled using SSO (Single Sign-on) and WebCRD API uses a "shared secret key". When a user logs-in to Workgroups using SSO, WebCRD will pass a unique "User ID" in the URL POST.
- In order to successfully submit information to WebCRD, the field values being delivered from Workgroups to WebCRD has to match exactly. During the "form definition", Workgroups Solutions Architect will need to work with WebCRD representative to make sure all drop-down fields and field names are in sync to prevent any errors.

Workgroups DaVinci at City of Las Vegas

Configuration

Workgroups DaVinci Professional Edition with Automated Digital Asset Management will be implemented by Meta for the City of Las Vegas.

Workgroups DaVinci will be implemented at City of Las Vegas with the following optional modules, as defined in the Workgroups DaVinci Product Overview

- Automated Digital Asset Management

Estimated Deliverables Dates

Deployment Schedule **(Sample Timeline)** for Workgroups DaVinci Implementation and Dynamic Level 2 Project Intake Form, Roles and Responsibilities:

Task	Duration	Start	Finish	Assigned
Project Kick-off Meeting (Hour Meeting)	1d	1/20/2018	1/20/2018	Meta & CLV
OOTB Test/Training Instance Delivered and Walkthrough (Hour Meeting)	1d	1/24/2018	1/24/2018	Meta & CLV
Pre-Training Call (1/2 Hour Meeting)	1d	1/27/2018	1/27/2018	Meta & CLV
Training Sessions (Hour long sessions)	30d	1/28/2018	2/28/2018	Meta & CLV
Intake Form Design and Sign-off	9d	1/29/2018	2/7/2018	Meta & CLV
Build and Deliver Intake Form Prototype for User Acceptance Testing	11d	2/15/2018	2/26/2018	Meta

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User Acceptance Testing & Feedback	5d	2/26/2018	3/3/2018	CLV
Form Revisions and Final Deployment	7d	3/4/2018	3/11/2018	Meta
Transition from Implementation Team to Support Team	1d	3/24/2018	3/24/2018	Meta & CLV

**Timeline provided subject to change based on team members availability, timeline can be effected based on response times and availability.*

**Any additional Forms will affect the timeline and cost within the implementation package.*

Description of Scoping Process for the Dynamic Level 2 Project Intake Form

- Workgroups DaVinci Services team gathers CLV's form requirements through discovery sessions or other means (email)
- Level 2 Form mockups will be designed by Meta, functional specifications written, and these will be presented to CLV for feedback and revisions. Upon agreement of the Level 2 Form design, the customer will be presented with a Design Document and accompanying Design Document for Customer acceptance. Upon completion, CLV will have the opportunity to test and provide feedback (one-round of feedback assumed), upon final acceptance form will be deployed to CLV's live environment.

Customer Responsibilities

- Customer will be responsible for defining the fields of information that they would need to capture for each project type that will be managed in Workgroups DaVinci.
- Customer will be responsible for defining their project workflow processes and roles for the project types that will be managed in Workgroups DaVinci.

Project Change Order

Definition

A Project Change Order (CO) is the only recognized method by which the project set forth in this SOW may be modified, changed, expanded, or extended. The CO will identify and describe any change, the rationale for the change, and the effect any necessary changes may have on the project including but not limited to timeline, investment, technology, or quality. The CO will be appended to this SOW.

Process

Commencement: During the performance of this SOW, if any involved party discovers information that would indicate the need for any substantial change(s) to the scope of the project set forth in this SOW, Meta will develop a draft CO and submit the draft CO to all involved.

Review: All involved parties will review the draft CO together and either (i) approve, (ii) reject, or (iii) authorize further investigation to be made.

Further Investigation: As part of an agreed-upon investigation process, Meta may specify reasonable charges for such investigation, as required. If the investigation is then authorized, the designated contact persons will sign the draft CO, which will constitute approval for the investigation charges to be billed by Meta. The investigation will determine the impact the draft CO will have on price, schedule, and any other terms and conditions that would need to be added or modified in this SOW by means of the CO.

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Acceptance and Implementation: The final CO must be signed by all involved parties in order to authorize implementation of the agreed-upon changes by Meta.

Acceptance and Approval

Document Approvers and Reviewers

Name	Position	Reviewer	Approver
Matt Mitchell	Senior Sales Consultant		X
James Eaton	Vice President of Sales		X

Approvals

It is mutually understood and agreed by and between the undersigned parties that this Statement of Work is hereby incorporated into the Master Subscription and Services Agreement between MetaCommunications and the Customer as executed by the parties on _____(Date).

In the event any terms and conditions of this Statement of Work conflict or contradict any terms or conditions of the Agreement, the terms and conditions of the Agreement shall prevail.

MetaCommunications Inc.

Approved by: Matt Mitchell on ~~12/14/2017~~12/14/2017

Approved by: James Eaton on ~~12/14/2017~~12/14/2017

Agreement

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

City of Las Vegas

By: Edward O'Neal

Title: Purchasing and Contracts Mgr.

Date: 1/2/2018

Signature:

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
20

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

SUBJECT:
For possible action to approve award of Bid No. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain), located on Charleston Boulevard from Fremont Street to Maryland Parkway, Maryland Parkway from Charleston Boulevard to Stewart Avenue, and 13th Street from Charleston Boulevard to Lewis Avenue, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($51,500,000 - Road and Flood Capital Projects Fund) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $51,500,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The work provides for construction of a Regional Flood Control District reinforced concrete box (RCB), laterals, drop inlets, relocations and abandonments of City of Las Vegas sanitary sewers, installation of Las Vegas Valley Water District large and small diameter waterlines and appurtenances, pavement reconstruction, and Americans with Disabilities Act (ADA) curb ramp upgrades. The scope of work also includes concrete sidewalk, curb and gutter, fiber optic installation, trench dewatering, Nevada Division of Environmental Protection (NDEP) compliance, striping, traffic signal component replacements, asbestos-cement pipe (ACP) water and gas line abandonments, sewer bypass pumping, utility coordination, private parcel restoration, and all appurtenant improvements. Las Vegas Paving Corporation is located in Las Vegas Nevada.

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

BACKUP DOCUMENTATION:
1. Bid Abstract

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
Bid Date: March 25, 2025

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

				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	105.01 CONTRACTOR QUALITY CONTROL	1	LS	$1,000,000.00	$1,000,000.00	$1,430,000.00	$1,430,000.00	$525,000.00	$525,000.00
2	107.01 PUBLIC OUTREACH PROGRAM	1	FA	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
3	109.01 CONSTRUCTION CONFLICTS AND CONTINGENCY ALLOWANCE	1	ALLOWANCE	$5,177,000.00	$5,177,000.00	$5,177,000.00	$5,177,000.00	$5,177,000.00	$5,177,000.00
4	109.02 OWNER INITIATED TIME EXTENSION ALLOWANCE	48	DAY	$500.00	$24,000.00	$500.00	$24,000.00	$500.00	$24,000.00
5	109.03 OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	48	DAY	$100.00	$4,800.00	$3,000.00	$144,000.00	$1,125.00	$54,000.00
6	200.01 MOBILIZATION AND DEMOBILIZATION	1	LS	$1,407,666.00	$1,407,666.00	$1,438,405.00	$1,438,405.00	$2,103,956.00	$2,103,956.00
7	202.01 3.5-INCH ROTOMILL	68930	SY	$4.70	$323,971.00	$5.00	$344,650.00	$8.00	$551,440.00
8	202.02 REMOVE EXISTING AC PAVEMENT	53680	SY	$12.20	$654,896.00	$25.00	$1,342,000.00	$45.00	$2,415,600.00
9	202.03 REMOVE EXISTING STORM DRAIN PIPE	4840	LF	$46.00	$222,640.00	$30.00	$145,200.00	$8.00	$38,720.00
10	202.04 REMOVE EXISTING SANITARY SEWER PIPE	8670	LF	$50.00	$433,500.00	$25.00	$216,750.00	$4.00	$34,680.00
11	202.05 REMOVE EXISTING WATERLINE PIPE	2070	LF	$66.00	$136,620.00	$40.00	$82,800.00	$21.00	$43,470.00
12	202.06 REMOVE EXISTING WATER VALVE	6	EA	$1,100.00	$6,600.00	$200.00	$1,200.00	$1,000.00	$6,000.00
13	202.07 ABANDON EXISTING WATERLINE PIPE	7785	LF	$23.00	$179,055.00	$15.00	$116,775.00	$14.00	$108,990.00
14	202.08 ABANDON EXISTING WATERLINE PIPE (SLURRY FILL)	1354	LF	$83.00	$112,382.00	$25.00	$33,850.00	$6.00	$8,124.00
15	202.09 ABANDON EXISTING WATER VALVE	36	EA	$900.00	$32,400.00	$450.00	$16,200.00	$1,000.00	$36,000.00
16	202.10 ABANDON EXISTING WATER VALVE AND VALVE VAULT	2	EA	$9,000.00	$18,000.00	$15,000.00	$30,000.00	$2,800.00	$5,600.00
17	202.11 ABANDON EXISTING STORM DRAIN PIPE (SLURRY FILL)	7530	LF	$49.00	$368,970.00	$35.00	$263,550.00	$45.00	$338,850.00
18	202.12 ABANDON EXISTING SANITARY SEWER PIPE (SLURRY FILL)	2110	LF	$36.00	$75,960.00	$30.00	$63,300.00	$10.00	$21,100.00
19	202.13 REMOVE EXISTING STORM DRAIN MANHOLE	20	EA	$3,800.00	$76,000.00	$2,000.00	$40,000.00	$3,600.00	$72,000.00
20	202.14 REMOVE EXISTING SANITARY SEWER MANHOLE	38	EA	$3,800.00	$144,400.00	$2,000.00	$76,000.00	$2,000.00	$76,000.00
21	202.15 REMOVE EXISTING DROP INLET	30	EA	$4,000.00	$120,000.00	$2,300.00	$69,000.00	$2,500.00	$75,000.00
22	202.16 ABANDON EXISTING STORM DRAIN MANHOLE	14	EA	$3,150.00	$44,100.00	$3,230.00	$45,220.00	$3,341.00	$46,774.00

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
Bid Date: March 25, 2025

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

				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
23	202.17 ABANDON EXISTING SANITARY SEWER MANHOLE	4	EA	$3,150.00	$12,600.00	$3,230.00	$12,920.00	$3,300.00	$13,200.00
24	202.18 REMOVE EXISTING BUBBLER SYSTEM	1	LS	$8,300.00	$8,300.00	$3,000.00	$3,000.00	$11,000.00	$11,000.00
25	202.19 REMOVE CONCRETE MEDIAN ISLAND	630	SF	$6.50	$4,095.00	$3.00	$1,890.00	$23.00	$14,490.00
26	202.20 REMOVE CONCRETE BUS SHELTER PAD	1200	SF	$6.50	$7,800.00	$5.00	$6,000.00	$25.00	$30,000.00
27	202.21 REMOVE EXISTING SANITARY SEWER MANHOLE PER DCSWCS 3.18.2 METHOD D	1	EA	$3,600.00	$3,600.00	$4,000.00	$4,000.00	$1,800.00	$1,800.00
28	208.01 TRENCH OVER-EXCAVATION AND BACKFILL	4000	CY	$40.00	$160,000.00	$70.00	$280,000.00	$150.00	$600,000.00
29	270.01 DEWATERING	1	LS	$1,850,000.00	$1,850,000.00	$1,665,000.00	$1,665,000.00	$3,000,000.00	$3,000,000.00
30	402.01 2.5-INCH PLANTMIX BITUMINOUS SURFACE	64860	SY	$12.35	$801,021.00	$15.00	$972,900.00	$15.00	$972,900.00
31	402.02 4-INCH PLANTMIX BITUMINOUS SURFACE	940	SY	$24.25	$22,795.00	$50.00	$47,000.00	$43.00	$40,420.00
32	402.03 5.5-INCH PLANTMIX BITUMINOUS SURFACE	210	SY	$40.00	$8,400.00	$98.00	$20,580.00	$52.00	$10,920.00
33	402.04 6-INCH PLANTMIX BITUMINOUS SURFACE	7230	SY	$32.50	$234,975.00	$58.00	$419,340.00	$60.00	$433,800.00
34	402.05 6.5-INCH PLANTMIX BITUMINOUS SURFACE	1880	SY	$34.00	$63,920.00	$87.00	$163,560.00	$63.00	$118,440.00
35	402.06 7.5-INCH PLANTMIX BITUMINOUS SURFACE	530	SY	$35.00	$18,550.00	$89.00	$47,170.00	$67.00	$35,510.00
36	402.07 8-INCH PLANTMIX BITUMINOUS SURFACE	8570	SY	$41.00	$351,370.00	$65.00	$557,050.00	$70.00	$599,900.00
37	402.08 9-INCH PLANTMIX BITUMINOUS SURFACE	1430	SY	$49.00	$70,070.00	$92.00	$131,560.00	$90.00	$128,700.00
38	402.09 11-INCH PLANTMIX BITUMINOUS SURFACE	29310	SY	$53.25	$1,560,757.50	$79.00	$2,315,490.00	$94.00	$2,755,140.00
39	402.01N 2.5-INCH PLANTMIX BITUMINOUS SURFACE (NDOT)	4070	SY	$14.25	$57,997.50	$18.00	$73,260.00	$18.00	$73,260.00
40	402.02N 9-INCH PLANTMIX BITUMINOUS SURFACE (NDOT)	2960	SY	$49.00	$145,040.00	$98.00	$290,080.00	$90.00	$266,400.00
41	403.01N PLANTMIX BITUMINOUS OPEN-GRADED SURFACE (1-INCH) (NDOT)	7030	SY	$7.00	$49,210.00	$10.00	$70,300.00	$10.00	$70,300.00
42	413.01 1-INCH UTACS BONDED WITH A PMM, S3 GRADATION	115390	SY	$6.85	$790,421.50	$8.00	$923,120.00	$7.00	$807,730.00
43	502.01 6 FT. X5 FT. REINFORCED CONCRETE BOX	1202	LF	$865.00	$1,039,730.00	$890.00	$1,069,780.00	$950.00	$1,141,900.00
44	502.02 10 FT. X6 FT. REINFORCED CONCRETE BOX	876	LF	$1,340.00	$1,173,840.00	$1,385.00	$1,213,260.00	$1,650.00	$1,445,400.00

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
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City of Las Vegas - Finance Department
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495 S. Main Street, 4th Floor
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				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
45	502.03 9 FT. X8 FT. REINFORCED CONCRETE BOX	4451	LF	$1,260.00	$5,608,260.00	$1,295.00	$5,764,045.00	$1,450.00	$6,453,950.00
46	502.04 12 FT. X5 FT. REINFORCED CONCRETE BOX	1427	LF	$1,475.00	$2,104,825.00	$1,445.00	$2,062,015.00	$1,550.00	$2,211,850.00
47	502.05 12 FT. X6 FT. REINFORCED CONCRETE BOX	638	LF	$1,825.00	$1,164,350.00	$1,820.00	$1,161,160.00	$2,000.00	$1,276,000.00
48	502.06 12 FT. X8 FT. REINFORCED CONCRETE BOX	211	LF	$1,820.00	$384,020.00	$1,990.00	$419,890.00	$2,100.00	$443,100.00
49	502.07 18 FT. X8 FT. REINFORCED CONCRETE BOX	1392	LF	$2,850.00	$3,967,200.00	$3,200.00	$4,454,400.00	$4,000.00	$5,568,000.00
50	502.08 24 FT. X6 FT. REINFORCED CONCRETE BOX	24	LF	$5,100.00	$122,400.00	$8,395.00	$201,480.00	$9,000.00	$216,000.00
51	502.09 JUNCTION TRANSITION STRUCTURE #1 (24 FT. X6 FT. TO 12 FT. X8 FT.)	1	LS	$125,000.00	$125,000.00	$143,460.00	$143,460.00	$242,000.00	$242,000.00
52	502.10 TRANSITION STRUCTURE #1 (12 FT. X8 FT. TO 9 FT. X8 FT.)	1	LS	$52,000.00	$52,000.00	$55,920.00	$55,920.00	$102,000.00	$102,000.00
53	502.11 TRANSITION STRUCTURE #2 (9 FT. X8 FT. TO 18 FT. X8 FT.)	1	LS	$100,000.00	$100,000.00	$112,065.00	$112,065.00	$165,000.00	$165,000.00
54	502.12 TRANSITION STRUCTURE #3 (12 FT. X5 FT. TO 12 FT. X6 FT.)	1	LS	$40,000.00	$40,000.00	$43,430.00	$43,430.00	$65,000.00	$65,000.00
55	502.13 TRANSITION STRUCTURE #4 (6 FT. X5 FT. TO 12 FT. X5 FT.)	1	LS	$50,000.00	$50,000.00	$47,100.00	$47,100.00	$103,000.00	$103,000.00
56	603.01 18-INCH REINFORCED CONCRETE PIPE CLASS III	2368	LF	$282.00	$667,776.00	$415.00	$982,720.00	$540.00	$1,278,720.00
57	603.02 24-INCH REINFORCED CONCRETE PIPE CLASS III	1366	LF	$290.00	$396,140.00	$385.00	$525,910.00	$593.00	$810,038.00
58	603.03 30-INCH REINFORCED CONCRETE PIPE CLASS III	557	LF	$305.00	$169,885.00	$480.00	$267,360.00	$640.00	$356,480.00
59	603.04 36-INCH REINFORCED CONCRETE PIPE CLASS III	698	LF	$320.00	$223,360.00	$290.00	$202,420.00	$640.00	$446,720.00
60	603.05 42-INCH REINFORCED CONCRETE PIPE CLASS III	2967	LF	$345.00	$1,023,615.00	$400.00	$1,186,800.00	$605.00	$1,795,035.00
61	603.06 48-INCH REINFORCED CONCRETE PIPE CLASS III	562	LF	$450.00	$252,900.00	$525.00	$295,050.00	$700.00	$393,400.00
62	603.07 54-INCH REINFORCED CONCRETE PIPE CLASS III	2055	LF	$440.00	$904,200.00	$535.00	$1,099,425.00	$790.00	$1,623,450.00
63	603.08 60-INCH REINFORCED CONCRETE PIPE CLASS III	416	LF	$545.00	$226,720.00	$715.00	$297,440.00	$1,000.00	$416,000.00
64	603.09 66-INCH REINFORCED CONCRETE PIPE CLASS III	336	LF	$580.00	$194,880.00	$680.00	$228,480.00	$980.00	$329,280.00
65	603.10 23-INCH X 14-INCH HE REINFORCED CONCRETE PIPE (CLASS III)	57	LF	$335.00	$19,095.00	$480.00	$27,360.00	$600.00	$34,200.00
66	603.11 29-INCH X 45-INCH HE REINFORCED CONCRETE PIPE (CLASS III)	234	LF	$320.00	$74,880.00	$300.00	$70,200.00	$505.00	$118,170.00

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
Bid Date: March 25, 2025

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

				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
67	603.12 18-INCH C900 PVC PIPE	171	LF	$285.00	$48,735.00	$355.00	$60,705.00	$440.00	$75,240.00
68	603.13 24-INCH C900 PVC PIPE	211	LF	$295.00	$62,245.00	$325.00	$68,575.00	$381.00	$80,391.00
69	603.14 30-INCH C900 PVC PIPE	29	LF	$460.00	$13,340.00	$690.00	$20,010.00	$381.00	$11,049.00
70	603.15 36-INCH REINFORCED CONCRETE PIPE CLASS IV	29	LF	$450.00	$13,050.00	$720.00	$20,880.00	$825.00	$23,925.00
71	603.16 42-INCH REINFORCED CONCRETE PIPE CLASS IV	68	LF	$510.00	$34,680.00	$655.00	$44,540.00	$1,100.00	$74,800.00
72	609.01 TYPE I 60-INCH STORM DRAIN MANHOLE	6	EA	$8,500.00	$51,000.00	$8,320.00	$49,920.00	$20,000.00	$120,000.00
73	609.02 TYPE II 48-INCH STORM DRAIN MANHOLE	29	EA	$16,600.00	$481,400.00	$16,030.00	$464,870.00	$30,000.00	$870,000.00
74	609.03 TYPE III 60-INCH STORM DRAIN MANHOLE	20	EA	$13,800.00	$276,000.00	$13,980.00	$279,600.00	$31,000.00	$620,000.00
75	609.04 RCB RISER TYPE MANHOLE	29	EA	$4,200.00	$121,800.00	$4,650.00	$134,850.00	$6,600.00	$191,400.00
76	609.05 SPECIAL STORM DRAIN MANHOLE	7	EA	$47,600.00	$333,200.00	$50,000.00	$350,000.00	$80,000.00	$560,000.00
77	609.06 2.5-FOOT TYPE CM2 DROP INLET	1	EA	$8,500.00	$8,500.00	$7,500.00	$7,500.00	$18,000.00	$18,000.00
78	609.07 5-FOOT TYPE CM2 DROP INLET	10	EA	$13,200.00	$132,000.00	$11,900.00	$119,000.00	$25,000.00	$250,000.00
79	609.08 5-FOOT TYPE CM DROP INLET	5	EA	$15,700.00	$78,500.00	$15,540.00	$77,700.00	$27,000.00	$135,000.00
80	609.09 7.5-FOOT TYPE CM DROP INLET	1	EA	$18,400.00	$18,400.00	$17,470.00	$17,470.00	$33,000.00	$33,000.00
81	609.10 10-FOOT TYPE CM2 DROP INLET	4	EA	$19,300.00	$77,200.00	$18,410.00	$73,640.00	$37,000.00	$148,000.00
82	609.11 10-FOOT TYPE CM DROP INLET	8	EA	$24,500.00	$196,000.00	$24,245.00	$193,960.00	$42,000.00	$336,000.00
83	609.12 12.5-FOOT TYPE CM2 DROP INLET	4	EA	$21,700.00	$86,800.00	$21,385.00	$85,540.00	$43,000.00	$172,000.00
84	609.13 12.5-FOOT TYPE CM DROP INLET	5	EA	$24,500.00	$122,500.00	$24,460.00	$122,300.00	$44,000.00	$220,000.00
85	609.14 15-FOOT TYPE CM2 DROP INLET	5	EA	$23,300.00	$116,500.00	$22,780.00	$113,900.00	$43,000.00	$215,000.00
86	609.15 15-FOOT TYPE CM DROP INLET	5	EA	$29,100.00	$145,500.00	$29,395.00	$146,975.00	$49,000.00	$245,000.00
87	609.16 17.5-FOOT TYPE CM DROP INLET	2	EA	$32,400.00	$64,800.00	$31,610.00	$63,220.00	$53,000.00	$106,000.00
88	609.17 20-FOOT TYPE CM2 DROP INLET	15	EA	$29,200.00	$438,000.00	$28,275.00	$424,125.00	$53,000.00	$795,000.00

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
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				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
89	609.18 20-FOOT TYPE CM DROP INLET	16	EA	$32,000.00	$512,000.00	$32,635.00	$522,160.00	$57,000.00	$912,000.00
90	609.19 20-FOOT SPECIAL DESIGN DEEP TYPE CM2 DROP INLET	2	EA	$49,100.00	$98,200.00	$50,985.00	$101,970.00	$83,000.00	$166,000.00
91	609.20 20-FOOT SPECIAL DESIGN DEEP TYPE CM DROP INLET	5	EA	$52,700.00	$263,500.00	$53,835.00	$269,175.00	$87,000.00	$435,000.00
92	609.21 15-FOOT SPECIAL DESIGN DEEP TYPE CM2 DROP INLET	1	EA	$42,400.00	$42,400.00	$42,400.00	$42,400.00	$68,000.00	$68,000.00
93	609.22 12.5-FOOT SPECIAL DESIGN DEEP TYPE CM DROP INLET	1	EA	$38,300.00	$38,300.00	$38,610.00	$38,610.00	$63,000.00	$63,000.00
94	609.23 10-FOOT SPECIAL DESIGN DEEP TYPE CM2 DROP INLET	1	EA	$31,500.00	$31,500.00	$31,210.00	$31,210.00	$53,000.00	$53,000.00
95	609.24 10-FOOT SPECIAL DESIGN DEEP TYPE CM DROP INLET	1	EA	$33,700.00	$33,700.00	$33,460.00	$33,460.00	$56,000.00	$56,000.00
96	609.25 7.5-FOOT SPECIAL DESIGN DEEP TYPE CM2 DROP INLET	1	EA	$26,600.00	$26,600.00	$26,540.00	$26,540.00	$46,000.00	$46,000.00
97	609.26 5-FOOT SPECIAL DESIGN DEEP TYPE CM2 DROP INLET	3	EA	$21,500.00	$64,500.00	$21,210.00	$63,630.00	$37,000.00	$111,000.00
98	609.27 5-FOOT SPECIAL DESIGN DEEP TYPE CM DROP INLET	1	EA	$23,700.00	$23,700.00	$23,610.00	$23,610.00	$40,000.00	$40,000.00
99	609.28 30-FOOT TYPE CM2 DROP INLET	1	EA	$37,300.00	$37,300.00	$35,700.00	$35,700.00	$99,000.00	$99,000.00
100	609.29 VERTICALLY ADJUST STORM DRAIN MANHOLE TO FINISH GRADE	3	EA	$1,150.00	$3,450.00	$1,210.00	$3,630.00	$6,100.00	$18,300.00
101	613.01 TYPE A CURB	1910	LF	$29.70	$56,727.00	$25.00	$47,750.00	$31.00	$59,210.00
102	613.02 MODIFIED TYPE A CURB	3140	SF	$25.80	$81,012.00	$25.00	$78,500.00	$24.00	$75,360.00
103	613.03 TYPE 2 CURB	1180	LF	$29.00	$34,220.00	$25.00	$29,500.00	$27.00	$31,860.00
104	613.04 TYPE L ISLAND CURB AND GUTTER (18-INCH)	90	LF	$47.50	$4,275.00	$60.00	$5,400.00	$40.00	$3,600.00
105	613.05 RECONSTRUCT SIDEWALK RAMP (SIGNALIZED INTERSECTION)	6	EA	$4,200.00	$25,200.00	$2,720.00	$16,320.00	$7,000.00	$42,000.00
106	613.06 RECONSTRUCT SIDEWALK RAMP (UNSIGNALIZED INTERSECTION)	6	EA	$4,200.00	$25,200.00	$2,515.00	$15,090.00	$6,000.00	$36,000.00
107	613.07 CONCRETE BUS SHELTER PAD (10-INCH)	1200	SF	$17.20	$20,640.00	$20.00	$24,000.00	$20.00	$24,000.00
108	613.08 CONCRETE CROSS GUTTER	6340	SF	$15.25	$96,685.00	$15.00	$95,100.00	$18.00	$114,120.00
109	613.09 CONCRETE MEDIAN SURFACE	1830	SF	$6.25	$11,437.50	$8.00	$14,640.00	$16.00	$29,280.00
110	613.10 MEDIAN PAVERS	4020	SF	$18.00	$72,360.00	$12.00	$48,240.00	$20.00	$80,400.00

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Purchasing & Contracts Division
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Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
111	613.11 CONSTRUCT MEDIAN REFUGE ISLAND AT CHARLESTON BLVD / 17TH ST	1	LS	$25,550.00	$25,550.00	$20,420.00	$20,420.00	$17,000.00	$17,000.00
112	613.12 REMOVE AND RECONSTRUCT CURB EXTENSIONS AT CHARLESTON BLVD / HILLSIDE PL	1	LS	$53,950.00	$53,950.00	$26,750.00	$26,750.00	$27,000.00	$27,000.00
113	613.13 REMOVE AND RECONSTRUCT CURB EXTENSIONS AT CHARLESTON BLVD / 17TH ST	1	LS	$64,850.00	$64,850.00	$21,155.00	$21,155.00	$17,000.00	$17,000.00
114	613.14 REMOVE AND RECONSTRUCT CURB EXTENSIONS AT CHARLESTON BLVD / BURNHAM AVE	1	LS	$41,800.00	$41,800.00	$28,185.00	$28,185.00	$17,000.00	$17,000.00
115	619.01 K71 SELF RE-ERECTING MARKER POST (YELLOW)	6	EA	$222.00	$1,332.00	$250.00	$1,500.00	$340.00	$2,040.00
116	622.01 CONSTRUCTION SURVEYING	1	LS	$450,000.00	$450,000.00	$600,000.00	$600,000.00	$650,000.00	$650,000.00
117	623.01 LOOP DETECTOR REPLACEMENT (CHARLESTON BLVD / MARYLAND PKWY)	1	LS	$188,700.00	$188,700.00	$194,580.00	$194,580.00	$180,000.00	$180,000.00
118	623.02 LOOP DETECTOR REPLACEMENT (CHARLESTON BLVD / 15TH ST)	1	LS	$64,600.00	$64,600.00	$66,680.00	$66,680.00	$90,000.00	$90,000.00
119	623.03 TRAFFIC SIGNAL EQUIPMENT AND CONDUIT PROTECTION (CHARLESTON BLVD / BRUCE ST)	1	LS	$23,300.00	$23,300.00	$24,050.00	$24,050.00	$12,000.00	$12,000.00
120	623.04 LOOP DETECTOR REPLACEMENT (CHARLESTON BLVD / EASTERN AVE)	1	LS	$128,200.00	$128,200.00	$132,270.00	$132,270.00	$145,000.00	$145,000.00
121	623.05 LOOP DETECTOR REPLACEMENT (CHARLESTON BLVD / FREMONT ST)	1	LS	$39,200.00	$39,200.00	$40,445.00	$40,445.00	$68,000.00	$68,000.00
122	623.06 LOOP DETECTOR REPLACEMENT (STEWART AVE / MARYLAND PKWY)	1	LS	$8,500.00	$8,500.00	$8,745.00	$8,745.00	$50,000.00	$50,000.00
123	623.07 LOOP DETECTOR REPLACEMENT (OGDEN AVE / MARYLAND PKWY)	1	LS	$23,300.00	$23,300.00	$24,050.00	$24,050.00	$60,000.00	$60,000.00
124	623.08 LOOP DETECTOR REPLACEMENT (FREMONT ST / MARYLAND PKWY)	1	LS	$12,700.00	$12,700.00	$13,120.00	$13,120.00	$27,000.00	$27,000.00
125	623.09 LOOP DETECTOR REPLACEMENT (CARSON AVE / MARYLAND PKWY)	1	LS	$29,600.00	$29,600.00	$30,610.00	$30,610.00	$63,000.00	$63,000.00
126	623.10 LOOP DETECTOR REPLACEMENT (CLARK AVE / MARYLAND PKWY)	1	LS	$21,200.00	$21,200.00	$21,865.00	$21,865.00	$75,000.00	$75,000.00
127	623.11 LOOP DETECTOR REPLACEMENT (BONNEVILLE AVE / MARYLAND PKWY)	1	LS	$60,400.00	$60,400.00	$62,310.00	$62,310.00	$72,000.00	$72,000.00
128	623.12 TRAFFIC SIGNAL EQUIPMENT AND CONDUIT PROTECTION (FREMONT ST / EASTERN AVE)	1	LS	$36,000.00	$36,000.00	$37,170.00	$37,170.00	$15,000.00	$15,000.00
129	623.13 REMOVE AND RESET STREETLIGHT ASSEMBLY ON NEW FOUNDATION	3	EA	$2,800.00	$8,400.00	$2,845.00	$8,535.00	$3,000.00	$9,000.00
130	623.14 RELOCATE COPPER ITS CONDUIT (MARYLAND PKWY, SD02 28+87 RT)	1	LS	$35,000.00	$35,000.00	$36,075.00	$36,075.00	$38,000.00	$38,000.00
131	623.15 RELOCATE COPPER ITS CONDUIT (MARYLAND PKWY, SD10 13+83 RT)	1	LS	$22,300.00	$22,300.00	$22,955.00	$22,955.00	$30,000.00	$30,000.00
132	623.16 RELOCATE COPPER ITS CONDUIT (STEWART AVE)	1	LS	$178,000.00	$178,000.00	$183,650.00	$183,650.00	$155,000.00	$155,000.00

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Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
136	623.20 RELOCATE COPPER ITS CONDUIT (MARYLAND PKWY, SD03 25+84 LT)	1	LS	$32,800.00	$32,800.00	$33,890.00	$33,890.00	$26,000.00	$26,000.00
137	623.21 RELOCATE FIBER ITS CONDUIT (CHARLESTON BLVD, SS07A 10+52 LT)	1	LS	$42,400.00	$42,400.00	$43,725.00	$43,725.00	$44,000.00	$44,000.00
138	623.22 REMOVE AND RESET TYPE 1 RRFB ASSEMBLY (CHARLESTON BLVD / 17TH ST)	1	LS	$10,600.00	$10,600.00	$10,930.00	$10,930.00	$30,000.00	$30,000.00
139	624.01 TRAFFIC CONTROL AND MAINTENANCE	1	LS	$1,140,000.00	$1,140,000.00	$1,135,740.00	$1,135,740.00	$3,869,000.00	$3,869,000.00
140	627.01 PERMANENT SIGN (GROUND MOUNTED)	22	EA	$360.00	$7,920.00	$370.00	$8,140.00	$375.00	$8,250.00
141	628.01 TYPE 2 ONLY MARKING	9	EA	$135.00	$1,215.00	$165.00	$1,485.00	$160.00	$1,440.00
142	628.02 TYPE 2 (ARROW) MARKING	133	EA	$100.00	$13,300.00	$110.00	$14,630.00	$105.00	$13,965.00
143	628.03 TYPE 2 (BIKE LEGEND) MARKING	7	EA	$53.00	$371.00	$85.00	$595.00	$76.00	$532.00
144	628.04 POLYUREA (HANDICAP PARKING LEGEND) MARKING	2	EA	$132.00	$264.00	$140.00	$280.00	$130.00	$260.00
145	628.05 TYPE 2 MARKING FOR CROSSWALKS, YIELD BARS, AND STOP BARS	14640	SF	$6.00	$87,840.00	$6.00	$87,840.00	$6.00	$87,840.00
146	628.06 TYPE 2 YELLOW DIAGONAL MARKING	190	SF	$6.00	$1,140.00	$6.00	$1,140.00	$6.00	$1,140.00
147	628.07 MEDIAN NOSE MARKINGS AND MARKERS	30	EA	$70.00	$2,100.00	$85.00	$2,550.00	$76.00	$2,280.00
148	628.08 4-INCH SOLID YELLOW LINE (POLYUREA)	690	LF	$1.00	$690.00	$1.00	$690.00	$1.00	$690.00
149	628.09 6-INCH SOLID WHITE LINE (POLYUREA)	11960	LF	$1.00	$11,960.00	$1.00	$11,960.00	$1.00	$11,960.00
150	628.10 8-INCH SOLID WHITE LINE (POLYUREA)	340	LF	$1.00	$340.00	$1.00	$340.00	$1.00	$340.00
151	629.01 24-INCH X 16-INCH WET TAP CONNECTION	2	EA	$73,000.00	$146,000.00	$20,000.00	$40,000.00	$50,000.00	$100,000.00
152	629.02 8-INCH X 6-INCH WET TAP CONNECTION	1	EA	$5,600.00	$5,600.00	$5,675.00	$5,675.00	$40,000.00	$40,000.00
153	629.03 24-INCH POLY WRAPPED CLASS 250 DUCTILE IRON WATERLINE	685	LF	$350.00	$239,750.00	$400.00	$274,000.00	$215.00	$147,275.00
154	629.04 16-INCH POLY WRAPPED CLASS 250 DUCITLE IRON WATERLINE	775	LF	$338.00	$261,950.00	$530.00	$410,750.00	$290.00	$224,750.00
155	629.05 12-INCH POLY WRAPPED CLASS 350 DUCITLE IRON WATERLINE	870	LF	$292.00	$254,040.00	$220.00	$191,400.00	$450.00	$391,500.00
156	629.06 8-INCH POLY WRAPPED CLASS 350 DUCTILE IRON WATERLINE	650	LF	$260.00	$169,000.00	$240.00	$156,000.00	$725.00	$471,250.00
157	629.07 6-INCH POLY WRAPPED CLASS 350 DUCTILE IRON WATERLINE	210	LF	$265.00	$55,650.00	$230.00	$48,300.00	$525.00	$110,250.00

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Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
158	629.08 12-INCH C900 PVC WATERLINE	7545	LF	$190.00	$1,433,550.00	$175.00	$1,320,375.00	$365.00	$2,753,925.00
159	629.09 8-INCH C900 PVC WATERLINE	636	LF	$215.00	$136,740.00	$365.00	$232,140.00	$285.00	$181,260.00
160	629.10 16-INCH GATE VALVE	2	EA	$11,000.00	$22,000.00	$8,875.00	$17,750.00	$3,500.00	$7,000.00
161	629.11 12-INCH GATE VALVE	35	EA	$5,300.00	$185,500.00	$4,115.00	$144,025.00	$3,200.00	$112,000.00
162	629.12 10-INCH GATE VALVE	1	EA	$4,100.00	$4,100.00	$4,500.00	$4,500.00	$3,000.00	$3,000.00
163	629.13 8-INCH GATE VALVE	12	EA	$3,200.00	$38,400.00	$3,000.00	$36,000.00	$2,900.00	$34,800.00
164	629.14 6-INCH GATE VALVE	5	EA	$2,800.00	$14,000.00	$2,525.00	$12,625.00	$2,800.00	$14,000.00
165	629.15 TYPE T TEST STATION	8	EA	$5,800.00	$46,400.00	$9,395.00	$75,160.00	$5,000.00	$40,000.00
166	629.16 1-INCH SERVICE LATERAL RE-CONNECTION	38	EA	$4,800.00	$182,400.00	$17,000.00	$646,000.00	$6,800.00	$258,400.00
167	629.17 1.5-INCH SERVICE LATERAL RE-CONNECTION	12	EA	$5,000.00	$60,000.00	$17,000.00	$204,000.00	$8,500.00	$102,000.00
168	629.18 2-INCH SERVICE LATERAL RE-CONNECTION	10	EA	$5,600.00	$56,000.00	$18,000.00	$180,000.00	$7,000.00	$70,000.00
169	629.19 FIRE HYDRANT AND BACKFLOW DEVICE LATERAL RE-CONNECTION	20	EA	$12,800.00	$256,000.00	$24,000.00	$480,000.00	$25,000.00	$500,000.00
170	629.20 1-INCH SERVICE LATERAL AND METER	21	EA	$3,400.00	$71,400.00	$19,310.00	$405,510.00	$7,400.00	$155,400.00
171	629.21 2-INCH SERVICE LATERAL AND METER	2	EA	$5,800.00	$11,600.00	$24,000.00	$48,000.00	$8,300.00	$16,600.00
172	629.22 1-INCH RPPA TO BE INSTALLED WITHIN RIGHT-OF-WAY	10	EA	$2,800.00	$28,000.00	$3,700.00	$37,000.00	$282.00	$2,820.00
173	629.23 1-INCH RPPA (ACCT. #21122. APN: 139-34-814-002)	1	EA	$10,700.00	$10,700.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00
174	629.24 1-INCH RPPA (ACCT. #6728. APN: 139-34-814-003)	1	EA	$15,000.00	$15,000.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00
175	629.25 1-INCH RPPA (ACCT. #21242. APN: 139-35-401-003)	1	EA	$15,000.00	$15,000.00	$4,800.00	$4,800.00	$1,920.00	$1,920.00
176	629.26 1-INCH RPPA (ACCT. #96158. APN: 139-35-803-023)	1	EA	$12,200.00	$12,200.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00
177	629.27 1-INCH RPPA (ACCT. #29064. APN: 139-35-803-024)	1	EA	$12,200.00	$12,200.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00
178	629.28 1-INCH RPPA (ACCT. #6740. APN: 139-35-803-025)	1	EA	$11,700.00	$11,700.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00
179	629.29 1-INCH RPPA (ACCT. #6741. APN: 139-35-803-026)	1	EA	$9,000.00	$9,000.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
Bid Date: March 25, 2025

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

				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
180	629.30 1-INCH RPPA (ACCT. #6904. APN: 139-35-803-027)	1	EA	$9,000.00	$9,000.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00
181	629.31 2-INCH RPPA (ACCT. #11106. APN: 139-35-804-007. 8-FT WIDE EX LVVWD EASEMENT PER OR: 70: 389)	1	EA	$18,800.00	$18,800.00	$5,000.00	$5,000.00	$1,920.00	$1,920.00
182	629.32 2-INCH RPPA (ACCT. #149955. APN: 139-35-804-008. 8-FT WIDE EX LVVWD EASEMENT PER OR: 70: 389)	1	EA	$19,900.00	$19,900.00	$5,000.00	$5,000.00	$1,920.00	$1,920.00
183	629.33 1-INCH RPPA (ACCT. #58343. APN: 162-01-111-002)	1	EA	$7,300.00	$7,300.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00
184	629.34 2-INCH RPPA (ACCT. #6704. APN: 162-02-110-007)	1	EA	$13,100.00	$13,100.00	$5,000.00	$5,000.00	$1,920.00	$1,920.00
185	629.35 1-INCH RPPA (ACCT. #9063. APN: 162-02-111-039)	1	EA	$11,600.00	$11,600.00	$4,900.00	$4,900.00	$1,920.00	$1,920.00
186	629.36 1-INCH RPPA (ACCT. #6912. APN: 162-02-113-004)	1	EA	$14,700.00	$14,700.00	$3,700.00	$3,700.00	$1,920.00	$1,920.00
187	629.37 1.5-INCH RPPA (ACCT. #526817. APN: 162-02-510-001)	1	EA	$12,000.00	$12,000.00	$4,800.00	$4,800.00	$1,920.00	$1,920.00
188	629.38 2-INCH RPPA (ACCT. #526813. APN: 162-02-510-004)	1	EA	$11,200.00	$11,200.00	$4,300.00	$4,300.00	$1,920.00	$1,920.00
189	629.39 1.5-INCH RPPA (ACCT. #526814. APN: 162-02-510-004)	1	EA	$10,800.00	$10,800.00	$4,000.00	$4,000.00	$1,920.00	$1,920.00
190	629.40 1.5-INCH RPPA (ACCT. #526815. APN: 162-02-510-004)	1	EA	$10,800.00	$10,800.00	$4,000.00	$4,000.00	$1,920.00	$1,920.00
191	629.41 1-INCH RPPA (ACCT. #942. APN: 162-02-512-003)	1	EA	$12,000.00	$12,000.00	$3,300.00	$3,300.00	$1,920.00	$1,920.00
192	629.42 1-INCH RPPA (ACCT. #943. APN: 162-02-512-004)	1	EA	$14,700.00	$14,700.00	$3,300.00	$3,300.00	$1,920.00	$1,920.00
193	629.43 1-INCH RPPA (ACCT. #944. APN: 162-02-512-005)	1	EA	$16,000.00	$16,000.00	$3,300.00	$3,300.00	$1,920.00	$1,920.00
194	629.44 1-INCH RPPA (ACCT. #945. APN: 162-02-512-006)	1	EA	$15,400.00	$15,400.00	$3,500.00	$3,500.00	$1,920.00	$1,920.00
195	629.45 1.5-INCH RPPA (ACCT. #827. APN: 162-02-512-007)	1	EA	$15,600.00	$15,600.00	$4,400.00	$4,400.00	$1,920.00	$1,920.00
196	629.46 1-INCH RPPA (ACCT. #952. APN: 162-02-512-008)	1	EA	$14,700.00	$14,700.00	$3,500.00	$3,500.00	$1,920.00	$1,920.00
197	629.47 1-INCH RPPA (ACCT. #953. APN: 162-02-512-009)	1	EA	$12,000.00	$12,000.00	$3,500.00	$3,500.00	$1,920.00	$1,920.00
198	629.48 1-INCH RPPA (ACCT. #957. APN: 162-02-512-013)	1	EA	$12,000.00	$12,000.00	$3,300.00	$3,300.00	$1,920.00	$1,920.00
199	629.49 INSTALL NEW FIRE HYDRANT, LATERAL AND GATE VALVE (APN: 139-35-413-165 AND 139-35-814-013)	2	EA	$17,350.00	$34,700.00	$31,000.00	$62,000.00	$25,000.00	$50,000.00
200	629.50 AV/AR ASSEMBLY AND PIPING	4	EA	$12,700.00	$50,800.00	$20,000.00	$80,000.00	$6,500.00	$26,000.00
201	629.51 BLOW-OFF ASSEMBLY AND PIPING	4	EA	$14,000.00	$56,000.00	$20,000.00	$80,000.00	$6,741.00	$26,964.00

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
Bid Date: March 25, 2025

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

				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
202	629.52 16-INCH STEEL CASING PROTECTION	25	LF	$225.00	$5,625.00	$340.00	$8,500.00	$250.00	$6,250.00
203	629.53 18-INCH STEEL CASING PROTECTION	58	LF	$230.00	$13,340.00	$315.00	$18,270.00	$300.00	$17,400.00
204	629.54 24-INCH STEEL CASING PROTECTION	152	LF	$240.00	$36,480.00	$315.00	$47,880.00	$349.00	$53,048.00
205	629.55 30-INCH STEEL CASING PROTECTION	38	LF	$430.00	$16,340.00	$405.00	$15,390.00	$423.00	$16,074.00
206	629.56 ADJUST WATER VALVE BOX TO FINISH GRADE	126	EA	$930.00	$117,180.00	$970.00	$122,220.00	$1,450.00	$182,700.00
207	629.57 ADJUST EXISTING WATER ACCESS MANHOLE AND VALVE VAULT MANHOLE COVER AND FRAME TO	4	EA	$1,600.00	$6,400.00	$1,755.00	$7,020.00	$3,500.00	$14,000.00
208	629.58 REPLACE 6-INCH ACP WATERLINE WITH DUCTILE IRON PIPE	140	LF	$262.00	$36,680.00	$1,160.00	$162,400.00	$1,300.00	$182,000.00
209	629.59 REPLACE 8-INCH ACP WATERLINE WITH DUCTILE IRON PIPE	120	LF	$300.00	$36,000.00	$1,250.00	$150,000.00	$900.00	$108,000.00
210	629.60 REPLACE 12-INCH ACP WATERLINE WITH DUCTILE IRON PIPE	20	LF	$460.00	$9,200.00	$1,730.00	$34,600.00	$850.00	$17,000.00
211	629.61 REPLACE 16-INCH ACP WATERLINE WITH DUCTILE IRON PIPE	30	LF	$480.00	$14,400.00	$1,600.00	$48,000.00	$1,600.00	$48,000.00
212	629.62 MISCELLANEOUS LVVWD REQUIRED FIELD ADJUSTMENTS	1	FA	$135,000.00	$135,000.00	$135,000.00	$135,000.00	$135,000.00	$135,000.00
213	630.01 8-INCH SDR35 PVC SANITARY SEWER	157	LF	$220.00	$34,540.00	$300.00	$47,100.00	$550.00	$86,350.00
214	630.02 8-INCH C900 PVC SANITARY SEWER	773	LF	$190.00	$146,870.00	$300.00	$231,900.00	$350.00	$270,550.00
215	630.03 10-INCH SDR35 PVC SANITARY SEWER	191	LF	$180.00	$34,380.00	$345.00	$65,895.00	$450.00	$85,950.00
216	630.04 10-INCH C900 PVC SANITARY SEWER	507	LF	$240.00	$121,680.00	$265.00	$134,355.00	$320.00	$162,240.00
217	630.05 12-INCH C900 PVC SANITARY SEWER	7	LF	$600.00	$4,200.00	$870.00	$6,090.00	$1,350.00	$9,450.00
218	630.06 15-INCH SDR35 PVC SANITARY SEWER	29	LF	$275.00	$7,975.00	$760.00	$22,040.00	$900.00	$26,100.00
219	630.07 21-INCH SDR35 PVC SANITARY SEWER	202	LF	$350.00	$70,700.00	$315.00	$63,630.00	$350.00	$70,700.00
220	630.08 24-INCH C900 PVC SANITARY SEWER	869	LF	$342.00	$297,198.00	$335.00	$291,115.00	$350.00	$304,150.00
221	630.09 PRECAST 48-INCH SANITARY SEWER MANHOLE	4	EA	$5,400.00	$21,600.00	$8,115.00	$32,460.00	$24,000.00	$96,000.00
222	630.10 PRECAST 48-INCH SANITARY SEWER MANHOLE W/ CAST-IN-PLACE BASE	15	EA	$6,600.00	$99,000.00	$7,800.00	$117,000.00	$26,000.00	$390,000.00
223	630.11 PRECAST 60-INCH SANITARY SEWER MANHOLE	5	EA	$7,400.00	$37,000.00	$10,590.00	$52,950.00	$25,000.00	$125,000.00

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
Bid Date: March 25, 2025

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

				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
224	630.12 PRECAST 60-INCH SANITARY SEWER MANHOLE W/ CAST-IN-PLACE BASE	5	EA	$8,400.00	$42,000.00	$11,320.00	$56,600.00	$27,000.00	$135,000.00
225	630.13 PRECAST 72-INCH SANITARY SEWER MANHOLE	1	EA	$10,300.00	$10,300.00	$16,760.00	$16,760.00	$28,000.00	$28,000.00
226	630.14 PRECAST 72-INCH SANITARY SEWER MANHOLE W/ CAST-IN-PLACE BASE	18	EA	$10,600.00	$190,800.00	$15,080.00	$271,440.00	$29,000.00	$522,000.00
227	630.15 PRECAST 84-INCH SANITARY SEWER MANHOLE	1	EA	$24,600.00	$24,600.00	$32,880.00	$32,880.00	$80,000.00	$80,000.00
228	630.16 RECONNECT SEWER LATERAL	55	EA	$4,100.00	$225,500.00	$24,500.00	$1,347,500.00	$2,700.00	$148,500.00
229	630.17 CORE DRILL AND CONNECT SEWER PIPE TO EXISTING SEWER MANHOLE	2	EA	$4,600.00	$9,200.00	$7,800.00	$15,600.00	$4,300.00	$8,600.00
230	630.18 PRECAST 36-INCH SPECIAL SHALLOW SANITARY SEWER MANHOLE W/ CAST-IN-PLACE BASE	1	EA	$6,300.00	$6,300.00	$6,900.00	$6,900.00	$31,500.00	$31,500.00
231	630.19 VERTICALLY ADJUST SANITARY SEWER MANHOLE TO FINISH GRADE	32	EA	$1,400.00	$44,800.00	$3,200.00	$102,400.00	$2,600.00	$83,200.00
232	633.01 NON-REFLECTIVE RAISED PAVEMENT MARKERS	5890	EA	$2.50	$14,725.00	$3.00	$17,670.00	$8.00	$47,120.00
233	633.02 REFLECTIVE RAISED PAVEMENT MARKERS	2820	EA	$2.50	$7,050.00	$3.00	$8,460.00	$10.00	$28,200.00
234	635.01 VEHICULAR TRAFFIC DETECTION ZONE	180	DAY	$15.00	$2,700.00	$60.00	$10,800.00	$56.00	$10,080.00
235	635.02 PTZ CAMERA	180	DAY	$100.00	$18,000.00	$110.00	$19,800.00	$84.00	$15,120.00
236	635.03 GPS ARROW BOARD	180	DAY	$12.00	$2,160.00	$100.00	$18,000.00	$54.00	$9,720.00
237	635.04 GPS LOCATED TRAFFIC CONTROL DEVICE	180	DAY	$10.00	$1,800.00	$55.00	$9,900.00	$16.00	$2,880.00
238	635.05 TRAVEL TIME TRAFFIC ANALYTICS SYSTEM	180	DAY	$150.00	$27,000.00	$80.00	$14,400.00	$90.00	$16,200.00
239	635.06 SPEED FEEDBACK SIGN	180	DAY	$15.00	$2,700.00	$80.00	$14,400.00	$36.00	$6,480.00
240	635.07 WORK ZONE ITS CHANGEABLE MESSAGE SIGN	180	DAY	$100.00	$18,000.00	$120.00	$21,600.00	$68.00	$12,240.00
241	635.08 VEHICLE PRESENCE ALERT SYSTEM	180	DAY	$10.00	$1,800.00	$70.00	$12,600.00	$12.00	$2,160.00
242	637.01 DUST CONTROL	1	LS	$120,360.00	$120,360.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00
243	637.02 NPDES DISCHARGE PERMIT	1	LS	$75,000.00	$75,000.00	$2,000.00	$2,000.00	$10,000.00	$10,000.00
244	691.01 COATING EXISTING 36-INCH MANHOLE (<5 DEPTH)	1	EA	$3,600.00	$3,600.00	$5,270.00	$5,270.00	$6,500.00	$6,500.00
245	691.02 COATING EXISTING 48-INCH MANHOLE (?5 DEPTH AND <10 DEPTH)	3	EA	$4,500.00	$13,500.00	$4,595.00	$13,785.00	$7,500.00	$22,500.00

BID ABSTRACT
. 21.MWA.044-JH, Flamingo-Boulder Highway North, Charleston-Maryland to Boulder Highway and Maryland Parkway System (Charleston-Maryland Storm Drain)
Bid Date: March 25, 2025

City of Las Vegas - Finance Department
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				Las Vegas Paving Corporation		TAB Contractors, Inc.		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
246	691.03 COATING EXISTING 60-INCH MANHOLE (?5 DEPTH AND <10 DEPTH)	6	EA	$5,200.00	$31,200.00	$5,250.00	$31,500.00	$8,200.00	$49,200.00
247	691.04 COATING EXISTING 72-INCH MANHOLE (?5 DEPTH AND <10 DEPTH)	9	EA	$6,200.00	$55,800.00	$6,340.00	$57,060.00	$9,400.00	$84,600.00
248	691.05 COATING EXISTING 72-INCH MANHOLE (?10 DEPTH AND <15 DEPTH)	10	EA	$7,300.00	$73,000.00	$7,435.00	$74,350.00	$13,000.00	$130,000.00
249	691.06 COATING EXISTING 84-INCH MANHOLE (?10 DEPTH AND <15 DEPTH)	1	EA	$12,500.00	$12,500.00	$12,685.00	$12,685.00	$19,000.00	$19,000.00
250	695.01 SEWER BYPASS PUMPING	1	LS	$720,000.00	$720,000.00	$1,560,715.00	$1,560,715.00	$800,000.00	$800,000.00
	TOTAL BASE BID AMOUNT			**$51,500,000.00**		**$59,888,560.00**		**$73,689,455.00**	
	% Greater than Lowest Responsive & Responsible Bidder					16.29%			
	Bidder's Preference Received			**No**		No		No	
	Responsive Bidder			**Yes**					
	Responsible Bidder			**Yes**					
	Department Evaluation Complete			**Yes**					
	Award to Low Bidder Recommended			**Yes**					
Engineer's Estimate: $59,948,678.00									

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
21

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

SUBJECT:
For possible action to approve award of Contract No. 210213-JH, Prime Design Services Contract for Rampart Boulevard - Charleston Boulevard to Vegas Drive Roadway Improvements - Department of Public Works - Award recommended to: GCW, INC. ($330,000 - Road and Flood Capital Projects Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Budget Funds Available
Amount: $330,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract provides professional engineering design services including, but not limited to, the inclusion of bus turnouts, right turn lanes, sidewalk widening, median landscaping, 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. 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. 210213-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
RAMPART BOULEVARD – CHARLESTON BLVD. TO VEGAS DR. ROADWAY IMPROVEMENTS

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 (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. <u>The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.</u>

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. <u>The Consultant's General Liability policy shall have</u>

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 4/19/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Tim McCoy, PE, President
GCW

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 the preliminary design for roadway improvements on Rampart Boulevard from Charleston Boulevard to Vegas Drive, approximately 2 miles. Improvements include roadway 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. The project is broken up into the following three segments:

- Charleston Boulevard to Alta Drive: Improvements consist of roadway pavement rehabilitation, median reconfiguration and landscaping, roadway widening for northbound exclusive right-turn lanes at Boca Park's southern most driveway and signalized driveway, cross section reconfiguration per The Two Fifty Traffic Impact Study, bus stop improvements for the southbound stop at Charleston-Ft Apache, traffic signal modifications at Charleston, Sir Williams-Boca Park, and Alta intersections, and traffic signal undergrounds at Boca Park north driveway. The Two Fifty Traffic Impact Study includes median modifications to provide the following movements:
    - Southbound dual left-turn lanes at Boca Park north driveway
    - Southbound dual left-turn lanes at existing Sir Williams Court-Boca Park signalized driveway
    - Southbound left-turn U-turn at the Boca Park south unsignalized driveway
    - Northbound left-turn lane at the future access to The Two Fifty, just north of the LVVWD reservoir
    - Remove southbound left-turn at Boca Park's middle unsignalized driveway

- Alta Drive to Summerlin Parkway: Improvements consist of median landscaping, roadway widening for dual northbound exclusive right-turn lanes at Summerlin Parkway eastbound ramps, intersection reconfiguration at Suncoast signalized intersection to eliminate split phasing, "worm" island installation at Angel Park driveway, new bus turnout at northbound Canyon Run and southbound Suncoast, and traffic signal modifications at Suncoast, Canyon Run and Summerlin Parkway intersections.

- Summerlin Parkway to Vegas Drive: Improvements consist of sidewalk widening to 10-foot wide on east side from Summerlin Parkway to Vegas Drive, and traffic signal modifications at Tournament Hills and Vegas intersections.

100.2 Construction Cost Budget

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

***100.2.2 Construction Cost Budget*: To Be Determined**

100.3 Project Contact Information

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

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Contract. All of the services specified by this Contract shall be

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

100.4 Plan Control and Standards

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

- 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 the 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 half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.

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

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

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

100.7 Cost Estimates

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

100.8 Construction Change Orders

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

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

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

100.9 Responsibilities of the Consultant

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

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase

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

100.10 Responsibilities of the City

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

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

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

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

100.11 City's Review Process

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

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

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

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately seven (7) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

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

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

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

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

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

101.3.9 **Deliverables**: Project Plans to be sent to the Utility Companies at each design level (30%).

101.4 Project Permits – NOT USED

101.5 Public Outreach – NOT USED

102 30% DESIGN PHASE

102.1 Survey

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

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

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

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

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

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

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

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

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

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

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

102.2 Right-of-Way

102.2.1 Consultant's professional land surveyor (Surveyor) will 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 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

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

example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 **Deliverables:** Exhibits at the 30% submittal as outlined in 102.2.3.

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 NOT USED

102.4 Subsurface Utility Engineering (SUE) Services – NOT USED

102.5 Geotechnical Investigation – NOT USED

102.6 30% Design Phase Submittal

102.6.1 30% Design Phase Plans

- The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.
- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- 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
- Removal Plans
- Roadway Plans
- Storm Drain Plan for existing manholes and/or drop inlets that are damaged or need to be adjusted and/or relocated that are 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
- Traffic 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.
- No landscaping or irrigation plans will be provided at 30% Design Phase.

102.6.2 Traffic Analysis Memorandum – Consultant shall prepare traffic analysis memorandum summarizing findings and recommendation and consisting of corridor traffic capacity (vehicular, pedestrian, bicycles), operations/level-of-service intersection analysis at signalized intersections, and safety analysis to support operations and safety improvements recommendations. The memorandum will also include corridor crash study focusing primarily on signalized and unsignalized driveways (data from NDOT), analysis and mitigation alternatives. The task includes the following data collection:

- Consultant shall collect 24-hour two-way mechanical counts (15-minute increments) for approximately seven days at the following five locations:
  - North of Charleston Blvd
  - South of Alta Drive
  - Between Alta drive and Canyon Run Drive
  - North and south of the Summerlin Parkway interchange
- Consultant shall collect radar-measured speed data on free-flowing traffic at roughly the same locations as the mechanical counts. Approximately 100 data points shall be collected in each direction.
- Consultant shall collect 6 hours of turning movement counts including bicyclists and pedestrians (7:00-9:00 AM, 11:30 AM-12:30 PM, and 4:00-6:00 PM) on a typical weekday (Tuesday, Wednesday or Thursday) and on a Saturday at the following 12 locations.
  - Charleston Blvd
  - First median opening driveway intersection north of Charleston Blvd (unsignalized)
  - Sir Williams Court – Signalized Boca Park Driveway
  - North Boca Park Driveway (unsignalized)
  - Alta Dr
  - Suncoast-Tivoli Driveway
  - Angel Park Driveway
  - Canyon Run Dr
  - EB Summerlin Pkwy Ramps
  - WB Summerlin Pkwy Ramps
  - Tournament Hills Dr
  - Vegas Dr

102.6.3 ADA/PROWAG Design Inventory – Consultant shall design the project to conform to PROWAG. If there are limitations triggered by existing infrastructure and PROWAG cannot be implemented, a summary for each location with a written description of the situation, photos, plans, and any other pertinent back up shall be provided for city files explaining the details and rationale for the final design. This only applies when PROWAG cannot be met.

102.6.4 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, and specifications as applicable.

102.6.5 **Deliverables:** Submit four (4) half size plan sets (11" X 17"), three (3) Traffic Analysis Memorandums, and all associated electronic files of the 30% Design Phase Plans to the City; Submit two (2) copies half size plan sets (11" X 17") and the Traffic Analysis Memorandum to RTC, or per their requirements; Submit one (1) copy of the ADA/PROWAG Design Memorandum to the City; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.7 Walk Through – NOT USED

102.8 Overall Project Scope, Schedule and Budget Review – NOT USED

103 70% DESIGN PHASE – NOT USED

104 90% DESIGN PHASE – NOT USED

105 100% DESIGN PHASE – NOT USED

106 BID PHASE – NOT USED

107 CONSTRUCTION PHASE – NOT USED

108 POST CONSTRUCTION PHASE – NOT USED

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

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

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

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	240	
TOTAL CALENDAR DAYS TO COMPLETE:	**240**	

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 $330,000.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

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

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$305,000.00	

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

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

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

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 8,755.20
101.2	Kick-Off Meeting and Progress Meetings	$ 17,049.60
101.3	Utility and Agency Coordination	$ 5,555.20
101	**Subtotal Hours**	150
101	**Subtotal Fee**	$ 31,360.00
102	**30% DESIGN PHASE**	
102.1	Survey	$ 60,647.20
102.2	Right-of-Way	$ 14,668.80
102.3	Records Review, Information Research and Analysis of Data	$ 2,604.80
102.6.1	30% Design Phase Plans	$ 153,075.20
102.6.2	Traffic Analysis Memorandum	$ 32,775.20
102.6.3	ADA/PROWAG Inventory	$ 4,620.80
102.6.4	Quality Control/Quality Assurance Review	$ 5,248.00
102	**Subtotal Hours**	1522
102	**Subtotal Fee**	$ 273,640.00
	Total Basic Services Hours	1672
	Total Basic Services Fee	$ 305,000.00

402 ADDITIONAL SERVICES ALLOWANCE

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

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

402.3 The Consultant shall be compensated for Additional Services in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services.

Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$25,000.00	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.

  Additional Topographic Survey – As required by the City, Consultant shall obtain additional field measurements to

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE
Principal	$120
Associate	$110
Supervising Project Engineer/Manager	$95
Project Manager	$90
Sr. Project Engineer	$72
Project Engineer	$62
Supervising Designer	$56
Senior Designer	$52
Designer	$40
Engineering Intern	$44
Senior CAD Tech	$35
CAD Tech	$32
Clerical	$35
PLS	$65
LSI	$44
2-Man Survey Crew	$91

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	**$ 25,000.00**
	Total Additional Services - Hours	**174**
	Total Additional Services - Fee	**$ 25,000.00**

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.

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

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

601.1.3 **PROJECT MANAGER:** Willie L. Felkins, P.E.

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

601.1.5 **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.

602.1.1 AERIAL MAPPING: AeroTech Mapping

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

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

602.1.9 GEOTECHNICAL ENGINEER: N/A

602.1.10 LAND SURVEYOR: N/A

602.1.11 POTHOLING: N/A

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

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

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

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review, Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Deisgn 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	Sidability and Constructability (B&C)				$0.00	$0.00			
104.5	Final/as Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$0.00	$0.00			
106	**BID PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
108	**POST CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Not-to-Exceed Total Basic Services Fee	**$0.00**	**$0.00**						

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

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

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

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

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

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 Boulevard – Charleston Blvd. to Vegas Dr. Roadway Improvements	**Project Number:** 210213-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	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2	Heidi Dexheimer Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3	Bob Murnane Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4	John Tobin Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7	Vicki Marjerrison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
9	Johnnie Pate Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
10	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

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

State of Nevada
County of Clark

Signature

3/30/2021
Date

This instrument was acknowledged
Subscribed and sworn to before me this 30th day of March, 2021

Notary Signature

JANINE NOBLE
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3864-1
My Appt. Expires October 10, 2021

(CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11	Willie Felkins Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
12	Eric Garner Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
13	Lupe Gracia Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
14	Jay Guzman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
15	Daphne Hoffman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
16	Todd Kelly Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
17	Betty Kilmer Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
18	Stephen Jones Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
19	Wes Petty Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
20	Saundra Vance Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
21	Employee Stock Ownership Plan	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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2. Policy

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3. Instructions

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Telephone: 702) 804-2000	**EIN or DUNS :** #88-0116703
Block 2: Description / Subject Matter of Contract	
Services for: Rampart Boulevard – Charleston Blvd. to Vegas Dr. Roadway Improvements	**Project Number:** 210213-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	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2	Heidi Dexheimer Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3	Bob Murnane Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4	John Tobin Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7	Vicki Marjerrison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
9	Johnnie Pate Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
10	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

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

State of Nevada
County of Clark

_____
Signature

3/30/2021
Date

This instrument was acknowledged
Subscribed and sworn to before me this 30th day of March, 2021

_____
Notary Signature

JANINE NOBLE
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3864-1
My Appt. Expires October 10, 2021

Rev 06.2018

(CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11	Willie Felkins Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
12	Eric Garner Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
13	Lupe Gracia Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
14	Jay Guzman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
15	Daphne Hoffman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
16	Todd Kelly Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
17	Betty Kilmer Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
18	Stephen Jones Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
19	Wes Petty Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
20	Saundra Vance Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
21	Employee Stock Ownership Plan	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
22

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

SUBJECT:
For possible action to approve award of Contract No. 210205-JH, Prime Design Services Contract for East Las Vegas Community Center Improvements - located at 250 North Eastern Avenue - Department of Operations and Maintenance - Award recommended to: RICHARDSON WETZEL ARCHITECTS ($110,570 - Parks and Leisure Activity Capital Projects Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $110,570
Funding Source: Parks & Leisure Activity CPF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
The contract provides professional services to design interior and exterior improvements to the East Las Vegas Community Center. The project is funded by Community Development Block Grant funds. 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. Richardson Wetzel Architects has a local office in Henderson, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 210205-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
EAST LAS VEGAS COMMUNITY CENTER IMPROVEMENTS

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 Richardson Wetzel Architects, (the "Consultant"), a LLC, whose address is 4300 E. Sunset Road, Suite E-3, Henderson, Nevada, 89014

PROJECT DESCRIPTION: Interior and exterior improvements to the East Las Vegas Community Center

W I T N E S S E T H:

WHEREAS, the City intends to construct the East Las Vegas Community Center Improvements (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 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 the fee in the amount identified in the Fee Breakdown, Exhibit "D" attached hereto, pursuant to invoices submitted in accordance with Section 7.4 of this Contract.

7.2 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

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

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

7.5 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

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

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

10.0 MISCELLANEOUS PROVISIONS

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

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

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost, then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

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

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

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

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

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

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

10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20. In the event that the City elects to implement 10.3.1 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

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

10.4.1 ***Delivery of Documents.***

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any

claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

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

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

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

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

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

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

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

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

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

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

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

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

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

10.6 ***Indemnity***

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

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

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

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

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

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this

Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

10.9.4 it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "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 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 3/31/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Steven Richardson, AIA, Principal

LIST OF EXHIBITS

EXHIBIT " A " **SCOPE OF SERVICES**

EXHIBIT " B " **REQUIRED SUBMITTALS**

EXHIBIT " C " **PERFORMANCE SCHEDULE**

EXHIBIT " D " **FEE BREAKDOWN**

EXHIBIT " E " **COMPENSATION**

EXHIBIT " F " **KEY PERSONNEL LIST**

EXHIBIT " G " **CERTIFICATE OF DISCLOSURE**

EXHIBIT " H " **CDBG FEDERAL FUNDING REQUIREMENTS**

EXHIBIT " I " **AFFIDAVIT SUSPENSION OR DEBARMENT**

EXHIBIT " J " **RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

EXHIBIT "K " **DISCLOSURE OF LOBBYING ACTIVITIES**

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL

100.1 Upon authorization to proceed as described in Exhibit "C", the Consultant shall provide the following in accordance with the Schedule (Exhibit "C") included herein.

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:

100.2.1.1 Site address: 250 North Eastern Ave

100.3 PROJECT PROGRAM

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

100.3.2 Improvement description:

100.3.2.1 New front reception desk and desk down east hall

100.3.2.2 New flooring throughout interior of facility

100.3.2.3 Create room to west of reception

100.3.2.4 Interior paint/finishes

100.3.2.5 Interior room signs

100.3.2.6 Exterior courtyard lighting

100.3.2.7 New/upgraded sound system for building and courtyard

100.3.3 Improvements to be reviewed/cost estimated to a schematic level only

100.3.3.1 Adding permanent stage (platform) to ball room, to include green room and LED stage lighting.

100.3.3.2 Revamp exterior courtyard w/ new decorative concrete

100.3.3.3 Review how certain exterior area in the courtyard could be utilized better

100.4 CONSTRUCTION COST BUDGET

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

100.4.2 ***Construction Cost Budget***: $1,450,000.

100.5 CHANGES TO SCOPE OR SERVICES

100.5.1 The following scope of services is in addition to the scope required elsewhere in this Contract. This scope is to be considered preliminary and may be altered as the Project develops.

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

100.5.3 ***CHANGE IN SCOPE***. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Contract by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.5.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Contract and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.6 GENERAL REQUIREMENTS

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

100.6.2 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD 2018 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2016 or newer release.

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

100.6.5 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01 60 00."

100.6.6 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

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

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

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

100.6.10 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague

references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.11 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the latest adopted versions of the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

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

100.6.13 The Consultant shall insure that the new design contains no asbestos containing building materials of any kind.

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

100.6.15 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.6.16 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

100.7 DEFINITIONS

100.7.1 "***Construction Cost Estimate***" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.7.2 "***Contractor***" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.3 "***Drawings and Specifications***" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.8 CITY'S REVIEW PROCESS

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

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

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

100.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

101 THE CITY'S RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

101.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.2.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.2 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

102 THE CONSULTANT'S RESPONSIBILITIES

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

102.1.1 Responsibilities Specific to this Project for Various Phases
102.1.2 Schematic Design Phase
102.1.3 Construction Document Phase
102.1.4 Bidding Phase
102.1.5 Construction Administration Phase
102.1.6 Post Construction Phase

103 RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1 COST ESTIMATES

103.1.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the CSI UniFormat II style. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.1.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.2 GOVERNMENTAL AND AGENCY APPROVALS

103.2.1 **SCOPE OF SERVICES**. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.2.2 ***OPERATIONS AND MAINTENANCE SECTION NOT A REGULATORY AUTHORITY.*** The Consultant does hereby acknowledge, understand and agree that the Department of Operations and Maintenance, 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, Operations and Maintenance does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for Operations and Maintenance. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

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

104 SCHEMATIC DESIGN (SD) PHASE

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

104.1.1 REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

104.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project.

104.1.3 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

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

104.1.5 SCHEMATIC DESIGN SCOPE. Prepare the following:

104.1.5.1 Schematic drawings, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.
104.1.5.2 Project Budget (provided by City).
104.1.5.3 Construction Cost Estimate.
104.1.5.4 Project Schedule (provided by City).

104.1.6 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

105 CONSTRUCTION DOCUMENTS (CD) PHASE

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

105.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Schematic Design Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

105.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the Contract between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

105.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent and 90 percent. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

105.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

105.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

105.1.6 CD SUBMITTALS. Provide electronic submittals of 50 percent, 90 percent and 100 percent final documents from this phase to the City for review and comment.

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

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

- Architectural
  - Floor plans with all dimensions and room finishes noted.
  - All elevations and sections.
  - Enlarged plans of specific rooms or areas as needed to accurately portray the work.
  - Interior and exterior details.
  - All section and detail bubbles completed to indicate the location of the sections and details.

- Electrical
  - All power, lighting and auxiliary systems plans reflecting complete circuiting.
  - Required single line drawings.
  - Completed panel schedules.
  - Electrical room details showing equipment in plan and elevation.
  - Final calculations required to meet this level of completion.

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

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

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

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

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

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

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

- Specifications
  - Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

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

- General
  - The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B**".

106 BIDDING PHASE

106.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

106.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

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

106.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

106.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

106.3.3 Attend and participate in the Pre-bid meeting.

106.3.4 Participate in bid evaluation and recommendations.

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

107 CONSTRUCTION ADMINISTRATION PHASE

107.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Section 1 and, if applicable, Section 2 shall terminate

with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

107.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F" (Key Personnel List)**, or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

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

107.3.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

107.3.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

107.3.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

107.3.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

107.3.5 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of

revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

107.3.6 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

107.3.7 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

107.3.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

107.3.9 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

107.3.10 CONSTRUCTION CHANGE ORDERS. Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

107.3.11 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

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

107.3.13 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.

107.3.13.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

107.3.13.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

107.3.13.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days and submittals within 10 calendar days** of receipt. Maximum turn-around times include

any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

107.3.13.4 **PROJECT DELAYS.** Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

108 POST CONSTRUCTION PHASE

108.1 The Consultant shall provide the following scope of services:

108.1.1 ***RECORD DOCUMENTS.*** Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Contract and other Exhibits for additional submittals and requirements.

201 SCHEMATIC DESIGN PHASE

201.1 Schematic Design Drawings and Specification Outline.
201.2 Construction Cost Estimate.

202 CONSTRUCTION DOCUMENT PHASE

202.1 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A**") at 50%, , 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50% and 90% submittals.
202.2 Building Permit Application.
202.3 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
202.4 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
202.5 Drawing list with sheet title and issue date for each sheet.
202.6 Specifications contributing authors' stamps and signatures.

203 BIDDING PHASE

203.1 All bidding documents in pdf format.
203.2 Requested and necessary addenda.

204 CONSTRUCTION ADMINISTRATION PHASE

204.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless Contract as a condition for releasing the electronic files.

205 POST CONSTRUCTION PHASE

205.1 Final Record Drawings in electronic format.

END OF EXHIBIT "B"

EXHIBIT C

PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

301 PHASE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Schematic Design	35	Includes 1 week City review period.
Construction Documents	56	Includes (2) 1 week City review periods.
Bidding	90	City determined.
Construction	120	City determined.
Post Construction	30	City determined.
TOTAL	**331**	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development section of the Building Department for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Building Department and a separate civil package to the Land Development section of the Building Department.

302.4 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

303 CONSTRUCTION SCHEDULE CHANGES

303.1 No Change in Fee. It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Contract, the Consultant is knowledgeable and experienced in determining the estimated Construction Time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the Construction Time to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Contract due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 Suspension Exception. The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Contract.

303.1.2 50% Time Extension Exception. The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in "Construction Time" (as used within this Section, the time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase from the Construction Time provided in the Contractor's construction contract at award, with the Consultant absorbing any and all anticipated and unanticipated Consultant Construction Phase costs outside of the "Allowed Period" (as used within this Section, the Allowed Period is the time period beginning on the first day that the 50% increase is reached and ending at the close of business on the day preceding the date of Substantial Completion).

303.1.2.1 **PRIOR WRITTEN APPROVAL REQUIRED**. If the Consultant intends to apply for additional compensation for services rendered during the Allowed Period, permission must be requested in writing and written approval granted by the City prior to providing any such services. Should the Consultant fail to request the required permission, the City is under no obligation to provide additional compensation for services performed during the Allowed Period. Should the City request in writing reduced or specific services during the Allowed Period, the Consultant shall provide the services and be compensated as an Additional Service. Should the Consultant request the required approval and the City fail to grant it, the Consultant is under no obligation to provide the required ongoing Construction Phase services during the Allowed Period excepting this does not relieve the Consultant's obligation to provide punch list and other project close out tasks that are unrelated to the length of the construction schedule.

303.1.2.2 The time extension may be the result of poor contractor performance, third party delays, added change order work, weather delays, or any other cause, excepting any event, issue, or delay being in any way the fault of the Consultant (whether the sole cause or a contributing concurrent cause) shall not count toward the measurement of the 50% extension time period. For example, should a 100 day construction contract time extend to 150 days, the 150th day would be eligible for a fee adjustment, excepting in this example the consultant was negligent in returning timely submittals resulting in a total of 10 days delay over the course of the construction, with the result that the first day of the Allowed Period would then be the 160th day.

303.1.2.3 The Consultant shall submit Allowed Period timecard records for the City's review in determining eligible personnel, activities and hours, as well as any other requested records reasonable necessary for the City to make a determination.

303.1.2.4 Eligible personnel may include the individuals and positions named in this Contract but not support personnel as defined in **Exhibit "E".**

303.1.2.5 Eligible activities may include the tasks required in this Contract and conducted during the Allowed Period that would not have occurred except for the extended construction phase schedule such as attending weekly construction meetings, but not activities that would have been conducted regardless of the length of the construction schedule such as reviewing submittals, answering RFIs, and preparing punch lists of corrective work. Eligible activities must not benefit other projects in any way.

303.1.2.6 Any approved 50% extension fee adjustments shall be considered an Additional Service and utilize the rates in **Exhibit "E"** unless otherwise agreed to by the parties to this Contract. Reimbursable Expenses shall not be included unless specifically authorized in writing by the City for the Allowed Period.

303.1.2.7 Any time extension related to a suspension of the Project during construction shall not count toward the measurement of the 50% extension time period. The time period related to the suspension may be allowed a fee adjustment as provided for in Section 10.01 Suspension of this Contract instead.

303.1.2.8 50% Time Reduction Exception. Should the Contractor reach Substantial Completion in less than 50% of the awarded Construction Time, the Consultant's Construction Phase fee shall be reduced. Should the Project reach Substantial Completion in 50% of the awarded Construction Time to 100% of the awarded Construction Time, the Consultant's fee for the Construction Phase shall not be reduced due to the early completion.

303.1.2.9 The cause of the reduction in time may be an efficient contractor, a generous awarded Construction Time, a change order scope reduction, a termination of the Project, or any other cause.

303.1.2.10 The amount of the fee reduction for the Construction Phase shall be based on the percent of the awarded Construction Time used. For example, if an awarded Construction Time was 100 days and the project was terminated 10 days into the time, the Construction Phase fee would be reduced to 10% of the original fee.

303.2 ***Post Construction.*** No adjustments shall be made to the Post Construction Phase fee due to changes in construction schedules.

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$110,570.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

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

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

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Schematic Design	30.3%	$30,900.00	
Construction Documents	48%	$47,350.00	
Bidding	3%	$2,920.00	
Construction	17%	$17,805.00	
Post Construction	1.6%	$1,595.00	
	TOTAL	**$100,570.00**	

401.2 The scope of work for each of the phases may be adjusted by the City Representative over the course of the Project, including establishing new services or the deletion of listed services. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

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

401.4 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES

At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

401.5 CONSTRUCTION COST ESTIMATES

Consultant shall **deduct** from the above Fees **$5,000** for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase.

402 ADDITIONAL SERVICES ALLOWANCE

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

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

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in **Exhibit "E"** (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in **Exhibit "E"** (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		COMMENTS
TOTAL NOT-TO-EXCEED COST	$10,000.00	Additional design services

END OF EXHIBIT "D"

EXHIBIT E
ADDITIONAL COMPENSATION

500 CONSULTANT HOURLY RATES

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

CLASSIFICATION	**HOURLY RATE**
Principal	$210.00
Project Manager	$145.00
Cadd Operator	$125.00
Clerical	$110.00
Administration	$90.00

502 SUB-CONSULTANT HOURLY RATES

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

OCMI	**RATE**	**UNIT**
Senior Cost Estimator	$175	Per Hour
Cost Estimator I	$145	Per Hour

Harris Consulting Engineers	**RATE**	**UNIT**
Principal	$220.00	Per Hour
Project Manager	$190.00	Per Hour
Engineer IV	$170.00	Per Hour
Designer IV	$140.00	Per Hour
CAD Drafter IV	$90.00	Per Hour
Administrator III	$80.00	Per Hour

503 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	**SUBMITTALS**	**SCHEDULE IMPACT**	**FIXED FEE**
None authorized or anticipated as of the date of this Contract.			$0

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

503.3 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.

503.4 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.

504 REIMBURSABLE EXPENSES

504.1 The following Reimbursable Expenses are allowed:

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

504.2 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.

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

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F

KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Mark Potokar, Facilities Project Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rick Anderson, Facilities Manager

601 CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Chris Richardson, Project Manager

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Steve Richardson, AIA, Principal in Charge

601.1.3 PROJECT ARCHITECT: Steven Richardson, AIA, Principal in Charge

601.1.4 **RESPONSIBLE IN CHARGE PERSON**: Steven Richardson, AIA, Principal in Charge

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: Nevada Registered Architect #3456**

602 CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.1.1 ELECTRICAL ENGINEER: Harris Consulting Engineers

602.1.2 INDEPENDENT COST ESTIMATOR (NOT the Consultant): OCMI

END OF EXHIBIT "F"

EXHIBIT "G"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: RICHARDSON WETZEL ARCHITECTS	
Address: 4300 E. SUNSET RD., SUITE E-3	**City / ST / Zip:** HENDERSON, NV 89014
Telephone: 702-736-8822	**EIN or DUNS :** 47-1702398
Block 2: Description / Subject Matter of Contract	
Services for: ARCHITECTURAL DESIGN & DOCUMENTATION	**Project Number:** 210205-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	STEVEN A. RICHARDSON	4300 E. SUNSET RD., SUITE E-3, HENDERSON, NV 89014	702-736-8822
2	MICHAEL E. WETZEL	4300 E. SUNSET RD., SUITE E-3, HENDERSON, NV 89014	702-736-8822
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

ERIKA W. BEAUDRY
Notary Public, State of Nevada
No. 05-101827-1
My Appt. Exp. Apr. 16, 2022

Signature

4/15/21
Date

Subscribed and sworn to before me this 15th day of April, 20 21

Notary Signature

EXHIBIT H

CDBG FEDERAL FUNDING REQUIREMENTS

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, PAL. 93-383 as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City as Grantee, wishes to engage the Consultant to assist the City in utilizing such funds by providing services to meet one or more of the CDBG Program's three broad National Objectives, defined in 24 CFR Part 570.208, as follows:

a. To benefit low and moderate income persons,

b. To aid in the prevention or elimination of slum or blight; or

c. To meet community development needs having a particular urgency;

WHEREAS, the City will utilize CDBG funds for the engagement of Consultant for the design and construction of the Project;

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

1 FEDERAL GENERAL CONDITIONS

The Consultant acknowledges that CDBG funds shall be used for the Project and the Consultant agrees to comply with the following Federal laws, orders, regulations and directives:

1.1 RELIGIOUS ACTIVITIES, 24 CFR 570.200(J)+

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

1.2 POLITICAL ACTIVITIES, 24 CFR 570.207

The Consultant shall comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

1.3 HATCH ACT, CHAPTER 15, TITLE 5, U.S. CODE

The Consultant further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

1.4 PROGRAM INCOME, 24 CFR 570.500

The Consultant agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1.4.1 Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

1.4.2 Gross income from the use or rental of real or personal property acquired by the Consultant with CDBG funds, less costs incidental to generation of the income;

1.4.3 Gross income from the use or rental of real property, owned by the Consultant, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

1.4.4 Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and Interest earned on program income pending its disposition.

1.5 DISPOSITION OF PROGRAM INCOME, 24 CFR 570.504

Program income shall be recorded separately and returned to the City for disposition. Upon approval by the City, income from the Project may be retained by the Consultant provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines from use of such income in accordance with HUD regulations.

1.6 APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS, 24 CFR 570.502

The Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

1.7 OTHER PROGRAM REQUIREMENTS, 24 CFR SUBPART K

The Consultant shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600—570.612, except that the Consultant will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibilities for initiating the review process under the provisions of 24 CFR Part 58.

1.8 GENERAL, 24 CFR 570.600

The Consultant agrees to comply with such laws and Program requirements as are applicable to grants made under Section 106 of Title 1 of the Housing and Community Development Act of 1974.

1.9 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, FAIR HOUSING ACT, AND EXECUTIVE ORDER 11063, 24 CFR 570.601

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating the Consultant to use Federally funded property for the purpose for which the Federal funds were awarded.

1.10 SECTION 109 OF THE ACT, 24 CFR 570.602, AGE DISCRIMINATION ACT OF 1975, 24 CFR 570.602(c), SECTION 504 OF THE REHABILITATION ACT OF 1973, 24 CFR 570.602(c)

This Contract is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

1.11 AFFORDABILITY PROVISIONS, 24 CFR 570.208(a)(3)

The Consultant acknowledges and understands that all rehabilitation of permanent, residential structures, upon completion, shall be occupied by low- and moderate-income households. For any rehabilitation of rental housing, occupancy by low- and moderate-income households must be affordable rents as determined by the City.

1.12 LABOR STANDARDS AND DAVIS BACON ACT, 24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and Copeland Act also apply. Contractor or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

1.13 ENVIRONMENTAL STANDARDS, 24 CFR 570.604

This Contract is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

1.14 NATIONAL FLOOD INSURANCE PROGRAM, 24 CFR 570.605

This Contract is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

1.15 DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING, 24 CFR 570.606

The Consultant shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, the Consultant understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low- or moderate-income dwelling which is demolished or converted to another use in connection with a CDBG funded activity.

1.16 EMPLOYMENT AND CONTRACTING OPPORTUNITIES, 24 CFR 570.607

The Consultant shall comply with Executive Order 11246, as mended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

1.17 LEAD-BASED PAINT, 24 CFR 570.608

This Contract is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

1.18 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS, 24 CFR 570.609

This Contract is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

1.19 UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES, 24 CFR 570.610

The Consultant shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570. 502.

1.20 CONFLICT OF INTEREST, 24 CFR 570.611

This Contract is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as recipient, or of any designated public agencies, or of the Consultant who exercise of have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

1.21 DRUG-FREE WORKPLACE

As a subrecipient of CDBG funds, and in connection with public services offered, the Consultant agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Consultant maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

1.22 EXPIRATION OR REVOCATION OF CONTRACT

Upon the expiration or revocation of this Contract, Consultant shall transfer to City and CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

1.23 ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Consultant from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1.24 AMERICANS WITH DISABILITIES ACT

Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as “ADA”) as applicable to the Consultant and the activities to be performed by Consultant under the scope of this Contract. If employing more than fifteen (15) employees, Consultant agrees to comply fully with Title I of the “ADA” as set forth at 28 CFR Part 130. If providing “public accommodations” as defined by the Act in Section 301(7)(A)-(L), Consultant agrees to comply fully with Title III of the “ADA” as set forth as 28 CFR Part 36. If providing public transportation, Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

1.25 FINANCIAL MANAGEMENT

1.25.1 AUDIT REQUIREMENTS

1.25.1.1 This Contract is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

1.25.1.2 This Contract is also subject to an OMB A-133 audit pursuant to the Single Audit Act. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive $50,000 in federal funds for two consecutive years conduct an A-133 audit. In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires an A-133 audit for grant subrecipients receiving annually $50,000 or more for two consecutive years.

1.25.2 RIGHT TO REVIEW AND AUDIT

1.25.2.1 The Consultant agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Consultant goes out of existence, the Consultant shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time.

1.25.2.2 The Consultant agrees to permit the City and the City's designated representatives to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning the Consultant's operation hereunder. The Consultant further understands and agrees that said inspection and audit would be exercised upon written notice. If the Consultant or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, the Consultant agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address with the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Consultant are incomplete, the Consultant agrees to pay the City and the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Consultant's offices to inspect, audit, and retrieve the complete records. The Consultant further agrees to permit the City and City's designated representatives to inspect and audit, as deemed necessary, all records of this Project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

1.25.3 DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Contract, shall be thoroughly identified and readily accessible.

1.25.4 FINANCIAL RECORD KEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Contract may be requested from Consultant by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

1.25.5 RECORDS

Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Contract. Such records shall be maintained for a period of four years after the term of this Contract expires (effectively a fourteen year retention period).

1.25.6 PROGRAM BUDGET

Invoice expenditures eligible for payment by the City will be in accordance with the Project budget delineated in this Contract and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. Consultant shall not make any changes in the Project budget unless permission is obtained in writing from the Neighborhood Services Department Director.

1.25.7 METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Project budget expenditures identified in this Contract. Before paying such expenses, the City will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Contract. The City reserves the right to refuse reimbursement for expenses, which are CDBG-ineligible or which are not within the scope of this Contract. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Contract.

1.25.8 UNEXPENDED FUNDS

In the event that City staff anticipates the total amount of funds allocated for this Contract will not be expended in the time and manner prescribed in this Contract, the City reserves the right to such unexpended portion for other projects/programs operating under the City's CDBG Program. An extension of a deadline may be authorized in writing by the City Neighborhood Services Director.

1.25.9 ACCOUNTING METHODS

Expenditures charged to City CDBG funds will be accounted separately from all other revenue sources. Consultant shall maintain these records.

1.26 REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

1.26.1 In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1.26.2 Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein, which has a unit acquisition cost of $500 or more and a useful life of more than one year.

1.26.3 Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

1.26.4 Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Consultant will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Consultant with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income, which must be reported in accordance with the Sections 4.3.5 and 4.3.6, Program Income, portion of the grant agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

1.26.5 When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Consultant may retain such funds provided that Consultant notifies the City in writing and that Consultant uses such funds for the exclusive benefit of the Program.

1.26.6 Pursuant to 24 CFR Part 570.503, the Consultant must transfer upon expiration of the term of this Contract any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Contract. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Contract, or for such longer period of time as deemed appropriate by the City. If not used as such, Consultant must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

1.27 MODIFICATION OR TERMINATION OF CONTRACT

1.27.1 AMENDMENT OR REVISION REQUIRED BY HUD

Consultant and the City hereby agree to amend or otherwise revise this Contract should HUD and/or any applicable federal statutes or regulations require such modification.

1.27.2 TERMINATION

If Consultant fails to fulfill in a timely and proper manner its obligation under this Contract or shall violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to suspend or terminate this Contract and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to Consultant in accordance with the notice provisions of this Contract.

1.28 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

END OF EXHIBIT "H"

EXHIBIT I
AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF NEVADA }
COUNTY OF CLARK } SS

I, STEVEN A. RICHARDSON (Name of party signing this affidavit and the Proposal Form) MANAGING MEMBER (title).
being duly sworn do depose and say: That RICHARDSON WETZEL ARCHITECTS (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

MANAGING MEMBER
Title

Sworn to before me this 15th day of April, 20 21

(SEAL)

ERIKA W. BEAUDRY
Notary Public, State of Nevada
No. 05-101827-1
My Appt. Exp. Apr. 16, 2022

Notary Public, Judge or other Official

EXHIBIT J
CERTIFICATION REQUIRED BY SECTION 1352

OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

STEVEN A. RICHARDSON
Name (please type or print)

Signature

MANAGING MEMBER
Title

EXHIBIT K
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

EXHIBIT K
DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

1. Type of Federal Actions:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ c. Initial award ☐ d. post-award	☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:
☐ Prime ☐ Sub-awardee Tier _____, *if* known: **Congressional District**, *if* known:	**Congressional District**, *if* known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if* applicable: _____
8. Federal Action Number, *if* know:	**9. Award Amount**, *if* known: $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned	**13. Type of Payment** *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: STEVEN A. RICHARDSON
Title: MANAGING MEMBER
Telephone No.: 702-736-8822 Date: 04.15.21

Federal Use Only: Authorized for Local Reproduction Standard Form - LLL

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

EXHIBIT "G"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: RICHARDSON WETZEL ARCHITECTS	
Address: 4300 E. SUNSET RD., SUITE E-3	**City / ST / Zip:** HENDERSON, NV 89014
Telephone: 702-736-8822	**EIN or DUNS :** 47-1702398
Block 2: Description / Subject Matter of Contract	
Services for: ARCHITECTURAL DESIGN & DOCUMENTATION	**Project Number:** 210205-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	STEVEN A. RICHARDSON	4300 E. SUNSET RD., SUITE E-3, HENDERSON, NV 89014	702-736-8822
2	MICHAEL E. WETZEL	4300 E. SUNSET RD., SUITE E-3, HENDERSON, NV 89014	702-736-8822
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

4/15/21
Date

ERIKA W. BEAUDRY
Notary Public, State of Nevada
No. 05-101827-1
My Appt. Exp. Apr. 16, 2022

Subscribed and sworn to before me this 15th day of April, 20 21

_____
Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation for the production of the Las Vegas Days Parade to be held on May 15, 2021 along Third Street between Garces Avenue and Charleston Boulevard and to approve the ratification of the award of $110,000 to the City of Las Vegas' Department of Parks & Recreation - Ward 3 (Diaz)

FISCAL IMPACT:
Amount: $110,000
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
A funding request in the amount of $110,000 was approved by the Commission for the Las Vegas Centennial at the March 22, 2021 Commission meeting, for the production of the Las Vegas Days Parade to be held on May 15, 2021 between 10:00am and 12:00pm along Third Street between Garces Avenue and Charleston Boulevard. Production costs include the running of parade, entry fees for student bands and floats and the staff necessary to operate and manage the event.

RECOMMENDATION:
It is recommended that City Council approve the Commission's funding allocation for the Las Vegas Days Parade in the amount of $110,000.

BACKUP DOCUMENTATION:
1. Centennial Grant Agreement with the City of Las Vegas' Department of Parks & Recreation, including Exhibit A (budget)

CENTENNIAL GRANT AGREEMENT
WITH
THE CITY OF LAS VEGAS, ACTING BY AND THROUGH ITS DEPARTMENT OF PARKS & RECREATION

PROJECT NUMBER: 20-0160-CLC1

THIS CENTENNIAL GRANT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada nonprofit corporation (hereinafter the "Commission"), and THE CITY OF LAS VEGAS, ACTING BY AND THROUGH ITS DEPARTMENT OF PARKS & RECREATION (hereinafter the "Grantee").

RECITALS:

WHEREAS, in 2001, the Nevada Legislature passed legislation as codified in NRS 482.7903 which authorized the design, preparation and issuance of special license plates to commemorate the 100th anniversary of the founding of the city of Las Vegas; and

WHEREAS, the fees from the sale of the specialized commemorative license plates are distributed to the city of Las Vegas to be used to pay for projects relating to the commemoration of the history of the City of Las Vegas (the "City"), including, without limitation, historical markers, tours of historic sites, and improvements to or restoration of historic buildings and structures; and

WHEREAS, the Commission was created by the City to oversee the distribution of the fees on behalf of the City in accordance with NRS 482.7903; and

WHEREAS, the Grantee has submitted a Centennial Grant application requesting Centennial grant funds to be used for the costs associated with the production and running of the 2021 Las Vegas Days Parade, to include the following components: (a) up to 60 high school entry fees, (b) marketing fees, (c) security, parking, traffic control and other course support costs, (d) entertainer fees, (e) parade supplies and décor, (f) utility carts and portable restrooms, and (g) award for best entry.

WHEREAS, the Commission desires to provide Centennial Grant funds to fund the production and running of the 2021 Las Vegas Days Parade (the "Project") to be completed by May 16, 2021.

WHEREAS, the Commission desires to provide Centennial Grant funds to support the Project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Grantee agree as follows. The foregoing Recitals shall be incorporated herein as though fully set forth below.

1. **GRANT AMOUNT.** Subject to the terms of this Agreement, the Commission hereby grants and the Grantee hereby accepts a grant in the amount of One Hundred and Ten Thousand Dollars ($110,000.00) (the "Centennial Funds") to be used for the production and running of the 2021 Las Vegas Days Parade.

2. **ELIGIBLE COSTS.** The Grantee agrees that the Centennial Funds shall be used specifically for expenses relating to the production and running of the 2021 Las Vegas Days Parade (the "Eligible Costs") as more specifically described on the Budget attached to this Agreement as **Exhibit A** and incorporated herein. The Grantee agrees that any expenses not listed on **Exhibit A** are deemed ineligible for reimbursement and shall be the responsibility of the Grantee (unless otherwise approved by the Commission). In addition, any costs in excess of the amount of the Centennial Funds shall be the responsibility of the Grantee and not the Commission.

3. **PAYMENT TO GRANTEE.** The Commission agrees to reimburse the Grantee for Eligible Costs incurred by the Grantee up to the maximum amount of the Centennial Funds. In order to receive a payment of the Centennial Funds, the Grantee agrees to submit to the Executive Director of the Commission a request for a disbursement of Centennial Funds with copies of invoices, receipts, cancelled checks and/or other related documents which evidence the Eligible Costs. The Executive Director shall review and request further documentation as deemed reasonably necessary by the Executive Director to determine that such expenses constitute Eligible Costs. The Commission will make payment within thirty (30) calendar days of receipt of a request for a disbursement of Centennial Funds unless the Executive Director reasonably determines that further documentation and review is required.

4. **TERM.** The term of this Agreement shall commence when this Agreement is formally executed by the Commission and shall remain in effect until the amount of the Centennial Funds granted herein have been disbursed in total to the Grantee, or one year, whichever is sooner, and the "Final Report" (defined in section 6 below) has been submitted and approved by the Commission.

5. **CENTENNIAL RECOGNITION.** Grantee agrees to acknowledge the Centennial Commission as a contributing sponsor of the Project, with signage on/at the Project, and in its advertisements, printed materials, television, radio and electronic medium as a supporter of the Project. Grantee will also include a statement that the Project is funded by sales of the Las Vegas License Plate. The Centennial Commission reserves the right to disapprove of any signage and/or material and, if Centennial Commission disapproves of any signage and/or material, the Grantee agrees to cease the display, publication and distribution of the materials until finally approved by Centennial Commission.

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

7. **APPLICABLE LAW AND STATUTES.** The Grantee shall comply with all applicable federal, state and local laws and regulations. This includes obtaining any and all necessary permits or licenses from the City or any other relevant entity or agency. The Commission represents that this Agreement complies with all applicable federal, state and local laws and regulations including, without limitation, NRS 482.7903.

8. **INSURANCE.** The Grantee shall procure and maintain during the Term of this Agreement comprehensive general liability insurance coverage in a sufficient amount to cover bodily injury and property damage before, during and after the Project is completed. Grantee agrees to name the Centennial Commission as an additional insured and provide a copy of its Certificate of Insurance to the Executive Director of the Commission.

9. **INDEMNIFICATION.** Notwithstanding any of the insurance required set forth in this Agreement, the Grantee shall protect, indemnify and hold the Commission, its working groups, directors, officers, employees and the City harmless from and against any and all third party claims, liabilities, losses, suits, actions, decrees and judgments ("Claims") which may be recovered from or sought against the Commission, as a result of, by reason of, or as a consequence of, any negligent act or omission or breach of this Agreement on the part of FSE, its officers, employees or agents in the performance of the terms, conditions and covenant of this Agreement. The Grantee's indemnification obligation hereunder shall be subject to (i) receiving prompt written notice of the existence of any Claim; (ii) permitting the Commission to participate (but not control), at its own cost, in the defense of any Claim; and (iii) receiving full cooperation of the Commission in the return thereof.

10. **TERMINATION FOR DEFAULT.** The Commission shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Grantee to perform this Agreement in accordance with its terms. Such termination shall be effected by providing (3) thirty calendar days prior written notice from the Commission to Grantee, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Commission shall not be responsible to the Grantee for any further payments from the Centennial Grant provided by this Agreement and the Grantee agrees not to request any payment of the Centennial Grant funds provided herein.

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

12. **WARRANTY.** The Grantee warrants that all services performed are in accordance with current, sound and generally accepted industry practices in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement.

13. **FORCE MAJEURE.** The Grantee is excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government.

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

15. **SEVERABILITY.** In the event of any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

16. **NOTICES.** All notices, consent and demands hereunder shall be in writing and shall be personally delivered, sent via overnight delivery by a nationally recognized carrier or via facsimile, addressed to any party at the address set forth below, and shall be deemed received (a) upon delivery, if personally delivered, or on the date of attempted delivery if delivery is refused (provided, however, that if such date is a weekend or holiday, such notice shall be deemed received on the succeeding business day), (b) one (1) business day after mailing, if sent via overnight delivery, or (c) the day of delivery if delivered by facsimile prior to 5:00 p.m. Pacific Standard Time (or the succeeding business day if such facsimile is delivered after 5:00 p.m. Pacific Standard Time). Any party may, by notice in writing, direct that future notices or demands be sent to a different address.

If to the Commission:

Commission for the Las Vegas Centennial
C/o Diane Siebrandt
495 S. Main Street
Department of Planning
Las Vegas, NV 89101
dsiebrandt@lasvegasnevada.gov
702-229-2476

If to the Grantee:

City of Las Vegas
Department of Parks & Recreation
C/o Marja Bigas
495 S. Main Street
Las Vegas, NV 89101
Mbigas@lasvegasnevada.gov
702.229.4859

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

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Nevada and the venue shall be in the Eighth Judicial Court in Clark County, Nevada.

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

20. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the Commission and the Grantee. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Remainder of this page intentionally left blank

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

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Carolyn G. Goodman, President

ATTEST:

_____
Michael Howe, Secretary

APPROVED AS TO FORM:

John S. Ridilla 4/8/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CITY OF LAS VEGAS, DEPARTMENT OF PARKS & RECREATION

By: _____
Greg Weitzel, Director

Exhibit A

Las Vegas Days Parade Updated Budget

60 entries would be our maximum. We would give each school entry $1,000 with a maximum of $60k to be paid out to these community partners. Any spots that aren't filled by schools will be filled by other parade entries and will not receive grant money for their entry.

2021 Las Vegas Days Reverse Parade Projected Budget		
Company Name	**Services**	**Amount**
High Schools (up to 60 entries)	$1,000 for each school club entry	$60,000
Marketing	Parade Marketing as requested by the Centennial Commission	$20,000
Las Vegas Metro PD	Police officers, course support	$12,000
Entertainers	Specialty entertainers to enhance route	$5,000
Master of Barricades	Barricades, traffic control plan	$4,100
Department of Public Safety	City Marshals, course support	$2,600
Parade Décor	Décor to enhance parade route, stage	$2,000
Ahern	Utility carts (reduce order)	$1,500
United Site Services	Portable restrooms (reduce)	$1,000
Supplies	Parade day supplies	$600
Awards & Graphics	City graphics	$600
School award winning entry	Winner of best entry, voted by judges	$500
Parking Services	Downtown parking/lots	$100
Logo Fusion	Staff shirts	$0
Total		***$110,000***

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Sign Components Loan & Display Agreement between the City of Las Vegas and the Neon Museum, located at 770 Las Vegas Boulevard North, regarding the display of three (3) sign components from the Blue Angel Motel statue and sign for a period of ten (10) years - Ward 5 (Crear)

PURPOSE/BACKGROUND:
On February 9, 2017 a Donation Agreement between the City of Las Vegas and Bartsas Enterprises, LLC was signed for the donation and transfer of the Blue Angel statue and sign to the City of Las Vegas. The agreement was approved by City Council at the March 1, 2017 City Council Meeting.

Between 2019 and 2020, the sign and statue underwent restoration to their original 1957 design at Hartlauer Signs. The restoration was completed on March 11, 2020 with funding from a Centennial Commission grant. On March 12, 2020, the restored statue and sign were installed at the intersection of East Charleston Boulevard, South Eastern Avenue and Fremont Street, collectively known as “The Five Points.”

Prior to the 2020 restoration, the statue was remodeled a number of times between the 1960s and 1990s, which included adding a starred wand, a neon halo, and a back panel. Because the statue was restored to her original 1957 design, the wand, halo and panel were not included in the final 2020 restoration. These three pieces, as described in the attached Loan Agreement, require proper curation. The City of Las Vegas and the Neon Museum have signed a “Sign Components Loan & Display Agreement,” in which the Neon Museum will display the pieces at their facility for a period of ten (10) years, with the possibility of an extension if so requested. Displaying the pieces at the museum will ensure their proper care.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Loan Agreement

SIGN COMPONENTS LOAN & DISPLAY AGREEMENT

This SIGN COMPONENTS LOAN & DISPLAY AGREEMENT ("Agreement") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City"), and THE NEON MUSEUM, a Nevada non-profit corporation (the "Neon Museum").

This Agreement is effective on the date signed by the City and Neon Museum, 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 City is the owner of the of a portion of the Blue Angel sign, specifically, the sign components identified on the inventory sheet attached hereto as Exhibit A (individually or collectively, a "Sign Component" or the "Sign Components"); and

WHEREAS, Neon Museum desires to take possession of and display the Sign Components subject to the terms and conditions of this Agreement; and

WHEREAS, the City desires to loan the Sign Components to Neon Museum to display subject to the terms and conditions of this Agreement.

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

AGREEMENT

1. INCORPORATION OF RECITALS AN EXHIBITS. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

2. LOAN/TERM. The City hereby loans to Neon Museum for display purposes, and Neon Museum hereby accepts for display purposes the Sign Components subject to the terms and conditions of this Agreement (the "Loan"). The term of the Loan shall be ten (10) years (the "Term") from the Effective Date. The Term may be extended by mutual written agreement of the Parties.

If Neon Museum desires to permanently retain the Sign Components, Neon Museum may make a written request to the City no later than ninety (90) day prior to the end of the Term or any extension thereof,

3. DELIVERY. The City shall deliver the Sign Components to Neon Museum during business hours at a mutually agreeable date, time, and place. Neon Museum shall inspect the Sign Components upon delivery and sign an acceptance of the Sign Components. If any damage is noted or Neon Museum does not accept the Sign Components for any reason, Neon Museum shall reject delivery of the Sign Components and this Agreement shall terminate without any further obligations of the Parties. At the end of the Term or any extension thereof, Neon Museum shall deliver to the Sign Components to the City during business hours at a mutually agreeable date, time and place.

4. DISPLAY. Neon Museum shall use the industry standard level of care in the display of the Sign Components and agrees to give the Sign Components the same care as it does comparable property of its own. Neon Museum agrees to take reasonable precautions to protect the Sign Components from fire, theft, damage, water, mishandling, dirt, vermin, and pests while in the custody of Neon Museum.

5. USE/ACKNOWLEDGEMENT. While the Sign Components is in the possession of Neon Museum, Neon Museum agrees not to undertake any alteration, restoration and/or repair to the Sign

Components without the written permission of the City. Neon Museum agrees not to lend, loan, sell, or use as collateral the Sign Components or any derivations. Neon Museum may photograph or reproduce the Sign Components in print or electronically for educational and publicity purposes and for use in any printed or electronic material related to the exhibition; however any such use shall acknowledge the Loan by the city of Las Vegas, title of the Sign Components and name of the Sign Components.

The City retains the right to reproduce the Sign Components for any purpose.

6. INSURANCE. Neon Museum agrees to insure the Sign Components for no less than the amount listed in Exhibit A upon acceptance of delivery until time of pick-up by the City. The Parties acknowledge that Neon Museum liability is limited to the fair market value of the Sign Components, which must be demonstrated by the City. The City agrees that in the event of loss or damage to the Sign Components, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing Neon Museum and its officers, employees and agents from liability for any and all claims arising out of such loss or damage. In the event of partial loss or damage, Neon Museum's liability shall be limited to the cost of repair or restoration or any resulting loss in fair market value.

7. REPRESENTATIONS AND WARRANTIES. The City warrants and represents that the City is the sole and legal copyright holder and sole and legal owner of the Sign Components.

The person executing this Agreement on behalf of each party hereby warrants and represents that he or she has the full competency, power and authority to bind such entity in accordance with the terms of this Agreement, including, without limitation, any assignment hereunder, and that no further corporate or other action is required to make this Agreement and any assignment hereunder valid and binding.

8. 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, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. 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 for information only.

To City:	Attn: Director City of Las Vegas Office of Cultural Affairs 495 South Main Street, 4th Floor Las Vegas, Nevada 89101
To Neon Museum:	Attn: Chief Executive Officer The Neon Museum PO Box 147 Las Vegas, NV 89125-147

9. CHOICE OF LAW; VENUE; ATTORNEY 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 during the Agreement, either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the

successful party, fees not to exceed Ten Thousand Dollars and No Cents ($10,000.00). To the extent such waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this Agreement.

10. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Agreement, and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between the City and Neon Museum with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Agreement. This Agreement, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included in this Agreement. There are no other representations, covenants or warranties between the Parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Agreement. The Parties agree that any deletion of language from this Agreement prior to its mutual execution by the City and Neon Museum shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse, obverse or opposite of the deleted language.

11. CAPTIONS. The captions and Section numbers appearing herein are for convenience only, are not operative parts of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

12. AMENDMENTS. To be effective and binding on the City and Neon Museum, any amendment, modification, addition or deletion to the provisions of this Agreement must be made in writing and executed by both Parties in the same manner as this Agreement.

13. DAYS. Unless otherwise expressly provided, any reference to "days" herein shall mean business days, which means any day except Friday (the City is closed on Fridays), Saturday, Sunday and any day which is a legal holidays as defined in NRS 236.015, as it may be amended from time to time.

14. 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.

15. FORCE MAJEURE. It is understood and agreed by the City and Neon Museum that neither party shall be liable in damages to the other party in the event such party is delayed or prevented from performing any of its obligations hereunder due to Force Majeure, which as used herein shall mean acts of God, strikes, lockouts, pandemics or epidemics or other viral outbreaks, government mandated quarantine restriction, or other industrial disturbances, explosions, and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable wholly or in part, to prevent or overcome.

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

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

ATTEST:

By: _____
LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 4/8/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

THE NEON MUSEUM

By: _____

Printed Name: Bruce Spotleson

Title: Acting Executive Director

Date: June 26, 2021

EXHIBIT A

SIGN COMPONENTS INVENTORY

Sign Component No.	Sign Component Title	Artist	Estimated Value	Sign Component Description
1.	Halo	Betty Willis with later alterations by an unknown artist.	$500.00 USD	A straight piece of hollow metal approximately 3 feet in length that was adhered to the angel's back capped by a circular hollow metal approximately 2.5 feet in diameter that is shaped to replicate a halo that hovered over the original Angel's head.
2.	Wand	Betty Willis with later alterations by an unknown artist.	$500.00 USD	A straight hollow metal rod approximately 6 feet in length that is painted white, capped by a 5 pointed "star" that is constructed of a round paper mâché body and 5 wooden rods representing stars or spikes, each approximately 10 inches in length and painted white.
3.	Back Panel	Betty Willis with later alterations by an unknown artist.	$500.00 USD	A flat piece of metal that is approximately 6 inches by 4 inches. One side has black cursive handwriting with the word, "Blue" and an illegible word starting with the letter "O" as well as remnants of blue paint around the edges. The other side has two straight red lines running along the long side, with two holes on one side of the metal and the opposite side with a long triangular shape. This piece was used as a cover for the back panel of the Angel that contained the mechanism to fix the halo that had lights at one point in time.

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
25

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Retail Cannabis Store License for CLEAR RIVER, LLC dba NEVADA MADE MARIJUANA at 7650 West Charleston Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Retail Cannabis Store License.

RECOMMENDATION:
Staff recommends APPROVAL, subject to the following conditions:

1. All cultivation or production facilities used to obtain cannabis must be properly licensed with the City of Las Vegas.
2. Must maintain conformance with all conditions of approval of the Special Use Permit (20-0206-SUP1) and any amendments thereto.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

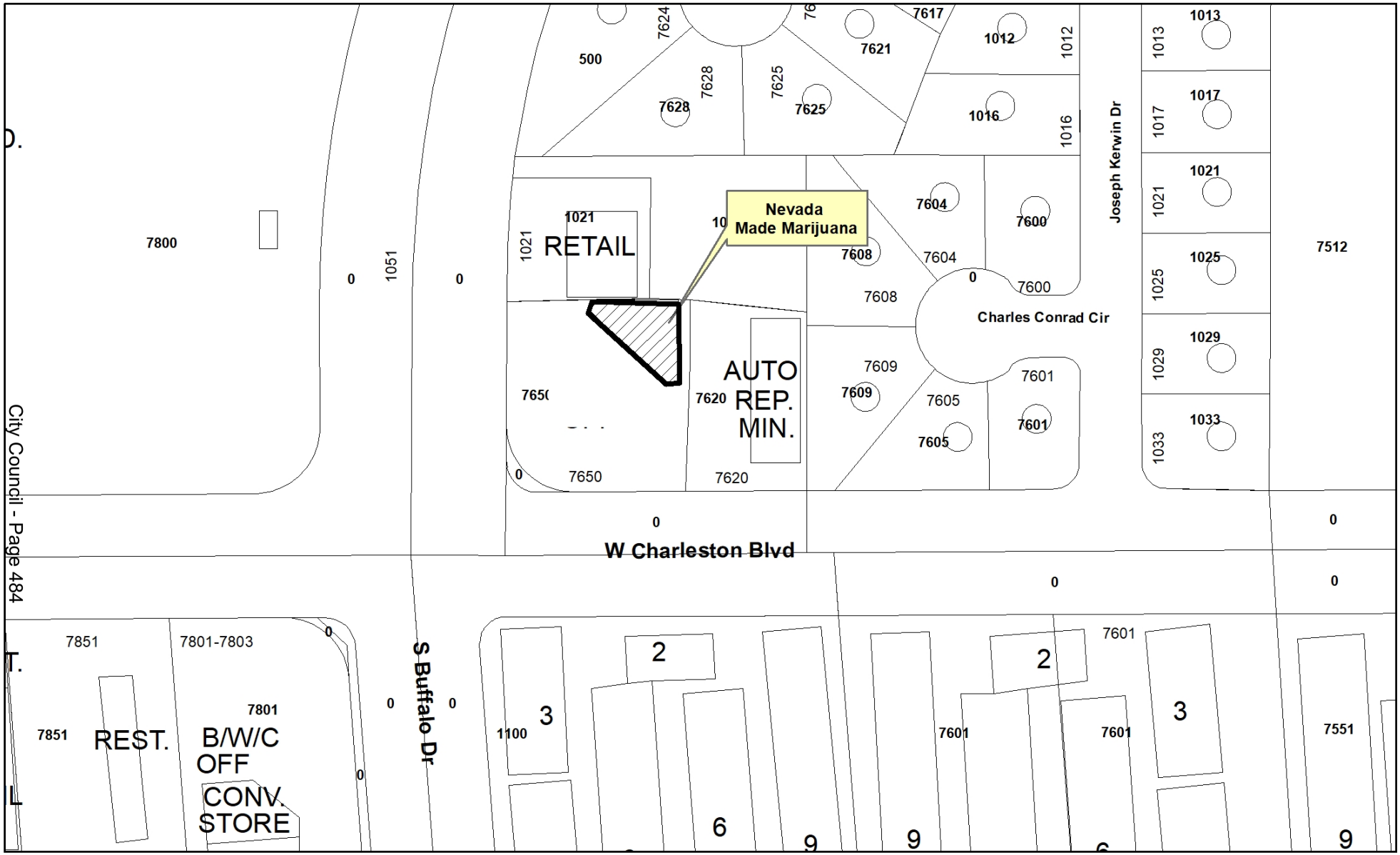
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Retail Cannabis Store License for CLEAR RIVER, LLC dba NEVADA MADE MARIJUANA at 7650 West Charleston Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

CLEAR RIVER, LLC
Robert R. Black Sr., Manager
RSR Black Family 2014 Trust, Member
Robert R. Black Sr., Trustee
Katherine M. Black, Beneficiary



Nevada Made Marijuana
7650 West Charleston Boulevard
Ward #1

Freeways
Subject Property
City Limits
Site Location

N

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

Date: Monday, April 19, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
26

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Tavern License for a Change of Ownership FROM: CSI: ADVANCED SCREENING SERVICES, LLC TO: THE STANDARD TAVERN, LLC dba THE STANDARD TAVERN at 8635 West Rome Boulevard, Suite #100 - Ward 1 (Knudsen)

FISCAL IMPACT:
None

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

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

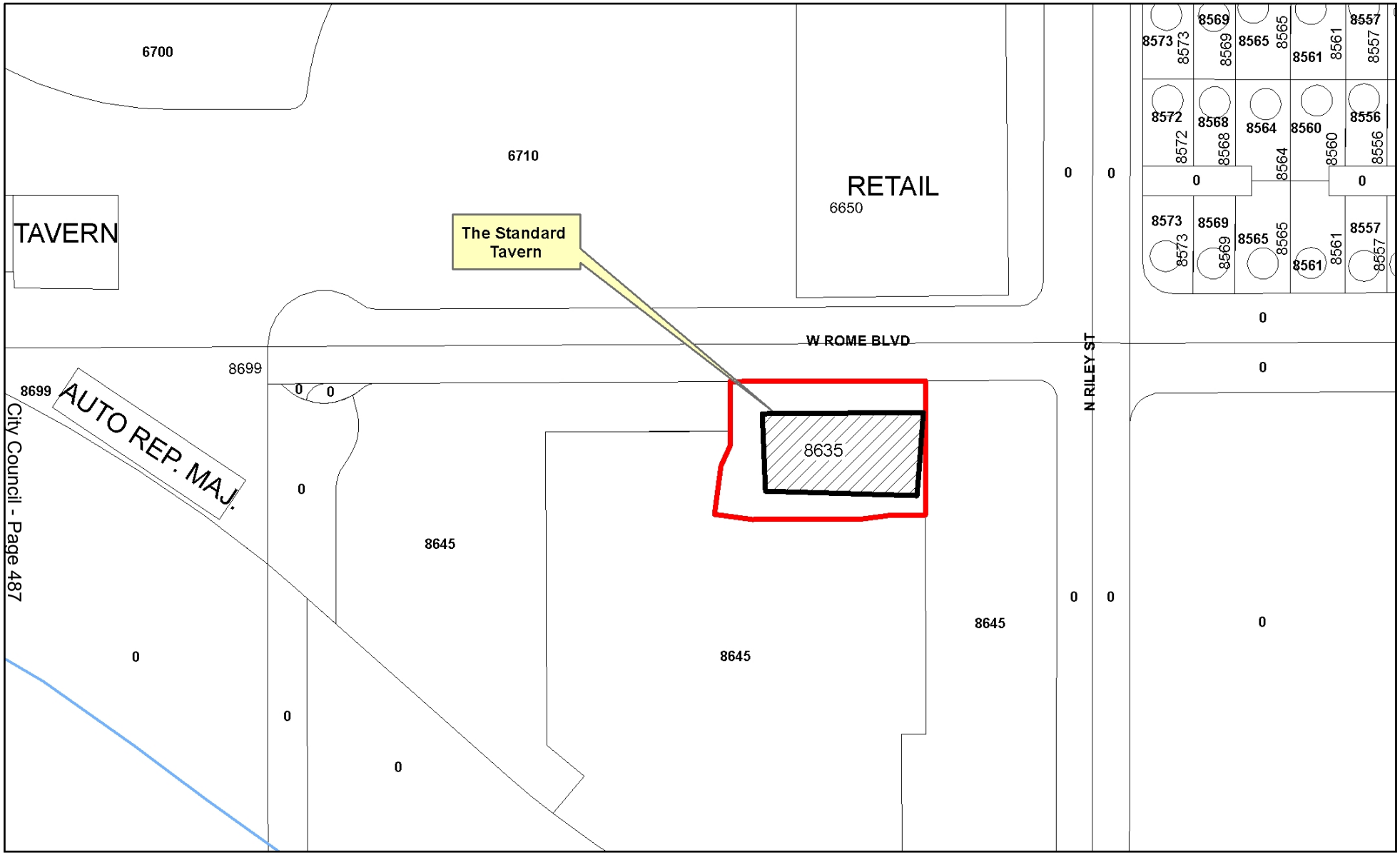
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Tavern License for a Change of Ownership FROM: CSI: ADVANCED SCREENING SERVICES, LLC TO: THE STANDARD TAVERN, LLC dba THE STANDARD TAVERN at 8635 West Rome Boulevard, Suite #100 - Ward 1 (Knudsen)

OWNERSHIP:

THE STANDARD TAVERN, LLC
Kristopher Morahan, Manager
Cornelius Radan, Manager
Centennial 215, LLC, Member
Cornelius Radan, Managing Member
The Morahan Group, LLC, Member
Kristopher Morahan, Managing Member



The Standard Tavern
8635 West Rome Boulevard, Suite #100
Ward #6

Freeways
Subject Property
City Limits
Site Location

N

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

Date: Monday, January 25, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
27

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Restricted Gaming License for THE STANDARD TAVERN, LLC dba THE STANDARD TAVERN at 8635 West Rome Boulevard, Suite #100 - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 15 Slots.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

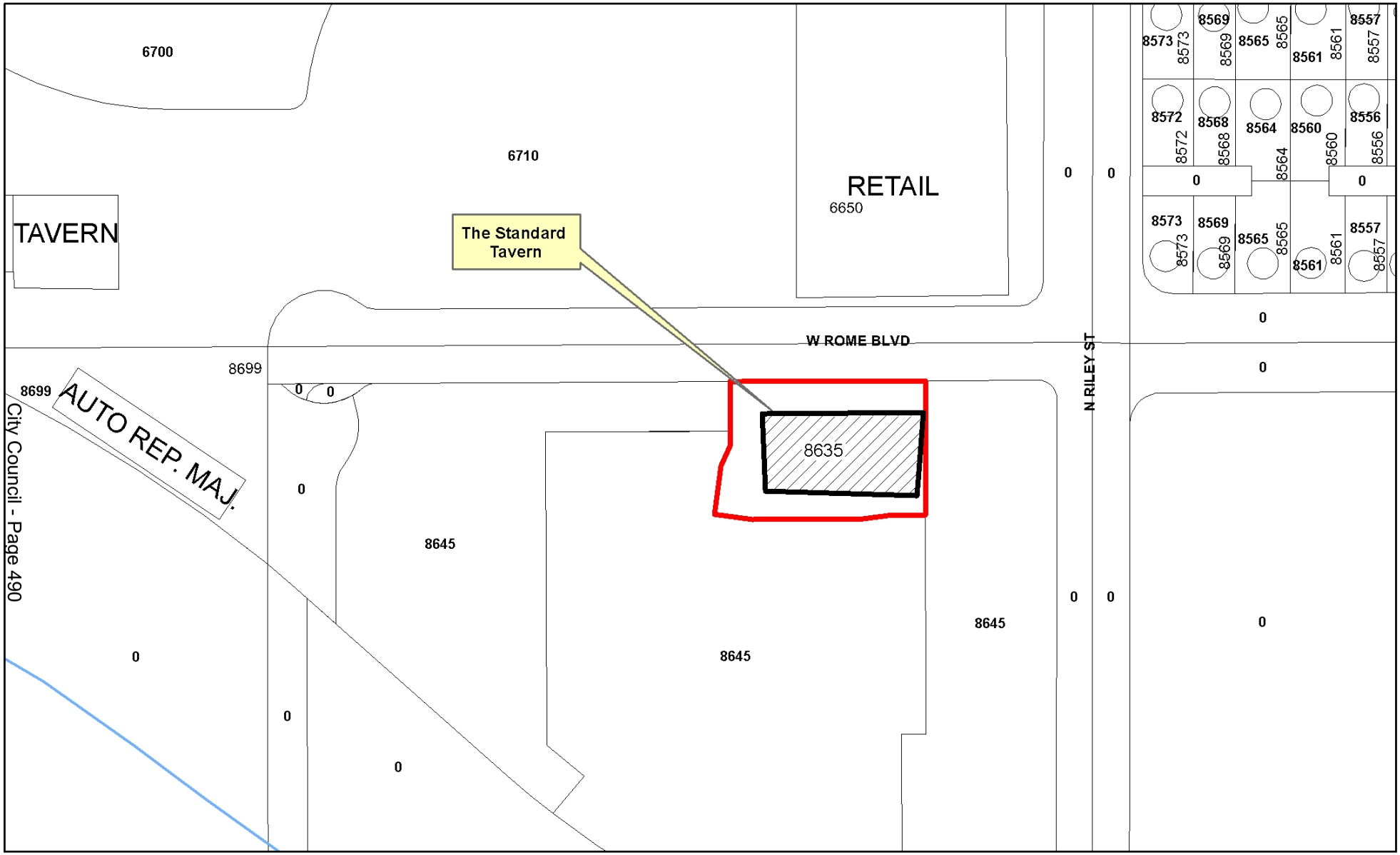
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for THE STANDARD TAVERN, LLC dba THE STANDARD TAVERN at 8635 West Rome Boulevard, Suite #100- Ward 1 (Knudsen)

OWNERSHIP:

THE STANDARD TAVERN, LLC
Kristopher Morahan, Manager
Cornelius Radan, Manager
Centennial 215, LLC, Member
Cornelius Radan, Managing Member
The Morahan Group, LLC, Member
Kristopher Morahan, Managing Member



The Standard Tavern
8635 West Rome Boulevard, Suite #100
Ward #6

Freeways
Subject Property
City Limits
Site Location

N

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

Date: Monday, January 25, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
28

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

SUBJECT:
For possible action to approve the ratification of Interlocal Agreement P027-18-816A between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) for Traffic Safety Engineering: Pedestrian Project Partnering process within the CLV at various locations more specifically described in the agreement ($1,315,785.28 - Traffic Improvements Capital Project Fund [CPF]) - Wards 1, 3 and 5 (Knudsen, Diaz and Crear) [NOTE: This agreement supercedes Interlocal Agreement P027-18-816 approved at the February 20, 2019 Council Meeting, Item No. 39]

FISCAL IMPACT:
Budget Funds Available
Amount: $1,315,785.28
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
Interlocal Agreement P027-18-816A replaces Agreement P027-18-816 that expired before work could be completed and applies to the Traffic Safety Engineering: Pedestrian Project Partnering Process to promote pedestrian safety. Combined with the NDOT's preliminary engineering and construction costs (to be determined), the CLV's efforts are eligible for reimbursement up to $1,315,785.28 for pedestrian safety improvements as specified by the agreement. This item supersedes the February 20, 2019 City Council Agenda Item No. 39.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement P027-18-816A

INTERLOCAL AGREEMENT

This Agreement, made and entered into on , by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and City of Las Vegas, 333 N. Rancho Dr., Las Vegas, NV 89106 (hereinafter "ORGANIZATION"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency, hereinafter called "Parties"; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an "Agreement"; and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for Traffic Safety Engineering: Pedestrian Project Partnering Process, and such project is necessary for the pedestrian upgrades within Las Vegas, Nevada (hereinafter "PROJECT"); and

WHEREAS, on , December 19, 2019, Agreement P027-18-816 expired before work could be completed due to delays while the City of Las Vegas was obtaining easements; and

WHEREAS, the DEPARTMENT requires the PROJECT to be completed and, to do so, must enter into this new Agreement; and

WHEREAS, the purpose of this Agreement P027-18-816A is to allow for completion of the PROJECT and payment of services performed after the expiration of P027-18-816; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - ORGANIZATION AGREES

1. The ORGANIZATION agrees to perform services listed in Attachment A - Scope of Services attached hereto and incorporated herein, as specified in Task Orders that may be directed to the ORGANIZATION by the DEPARTMENT.

2. To perform the services in each Task Order directed to City of Las Vegas by the DEPARTMENT. City of Las Vegas may be issued one of more Task Orders during the term of this Agreement. This Agreement does not guarantee or imply the promise of work.

3. To provide supporting documentation for audit on the work performed conforming to the DEPARTENT's and the Federal Highway Administration's guidelines.

4. To furnish all labor, materials, services, equipment, tools, and personal expenses necessary to perform the services required under the terms of this Agreement, except as

specifically provided otherwise herein.

5. To bill the DEPARTMENT upon completion of the PROJECT for actual PROJECT costs not to exceed One Million Three Hundred Fifteen Thousand Seven Hundred Eighty-Five and 28/100 Dollars ($1,315,785.28). The DEPARTMENT will deduct any preliminary engineering and construction engineering costs incurred by the DEPARTMENT for the PROJECT to determine actual invoice. The ORGANIZATION will provide supporting documentation to be audited that work performed conforms to the DEPARTMENT's and the Federal Highway Administration's (FHWA) guidelines.

6. The ORGANIZATION shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all applicable federal, state and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, licensing laws, and regulations.

ARTICLE II - DEPARTMENT AGREES

1. The total cost of the construction subsequent from the planset designed by the ORGANIZATION, resulting from this Agreement, shall not exceed the sum of One Million Three Hundred Fifteen Thousand Seven Hundred Eighty-Five and 28/100 Dollars ($1,315,785.28). Funds not used during the term of this Agreement will not be paid to the ORGANIZATION.

2. To provide the ORGANIZATION with preliminary plans and specifications for review and comment, and to invite the ORGANIZATION to the specification review meeting to address said comments.

3. To observe, review, and inspect all work associated with the project during construction with the understanding that any and all items of concern are reported to the DEPARTMENT'S Resident Engineer for correction.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the December 19, 2022 or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. The Parties agree to allow each other to observe and inspect project construction and to review applicable change orders in a timely manner which prevents PROJECT delay. All change order requests shall be made in writing. Each party shall complete its review of all change orders submitted to it by the other Party, within five (5) working days after service of such change orders. In the event the ORGANIZATION does not provide the DEPARTMENT with a written response to the DEPARTMENT's change orders within five (5) working days following the DEPARTMENT's service of such change orders, the DEPARTMENT will proceed with the change orders so as not to delay the PROJECT, and will assume no liability. Therefore, the ORGANIZATION shall be responsible for all costs associated with change orders requested by the ORGANIZATION.

4. This Agreement may be terminated by either Party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has

served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT:
Kristina Swallow, P.E., Director
Attn: Fred Shakal
Nevada Department of Transportation
Safety Engineering Division
1263 South Stewart Street
Carson City, Nevada 89712
Phone:(775) 888-7459
Fax:(775) 888-7403
E-mail: kmammen@dot.state.nv.us

FOR ORGANIZATON:
Mike Janssen, P.E., PTOE, Executive Director of Public Works, Operations and Maintenance
City of Las Vegas, Public Works
495 S. Main Street
Las Vegas, NV 89101
Phone: (702) 229-4866
Cell: (702) 423-3488
E-mail: mjanssen@LasVegasNevada.gov

6. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

7. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing Party's reasonable attorney's fees and costs.

8. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of such breach.

9. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause

must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any Party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other Party within thirty (30) calendar days of the indemnified Party's notice of actual or pending claim or cause of action. The indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified Party due to said Party exercising its right to participate with legal counsel.

11. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach, including another breach of the same provision.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

15. Except as otherwise provided by this Agreement, all or any property presently owned by either Party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement.

16. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

17. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.

18. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

19. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

20. The ORGANIZATION agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

21. Any alteration considered extra work shall be addressed through a written amendment to this Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in such amendment.

22. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.

23. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

24. In connection with the performance of work under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to 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, without limitation, apprenticeship. The Parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. This Agreement shall not become effective until and unless approved by the Nevada State Board of Examiners.

26. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Attorney General.

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

City of Las Vegas

Carolyn G. Goodman
Mayor, City of Las Vegas

Attest:

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

John S. Ridilla 4/7/21
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

Attatchment A
Scope of Services

PROJECT DESCRIPTION:

Design plans by the consultant will use the latest versions of the NDOT Standard Plans for Road and Bridge Construction (2010), NDOT Standard Specification for Road and Bridge Construction (2014), NDOT Road Design Guide, The American Association of State Highway Officials (AASHTO) Design Manual, The Roadside Design Guide, The Manual on Uniform Traffic Control Devices (MUTCD), and Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada adopted October 8, 1987 (Latest Edition).

PROJECT MANAGEMENT AND MEETINGS

1. The local agency will create a 30% design plan set.
2. Pre-submittal meeting: Review 60% plan set with items listed in the permit check list (attatched). At this time the 60% set of plans are reviewed by the Review Committee so that corrections can be made for the 100% permit package submittal.
3. 100% Submittal/Desk Check: Local Agency submit the permit package (this can be done walk-in or with appointment, we only take walk-ins between 11:00 am and 4:00 pm). Permits staff checks the permit package to ensure that all requirements are met. If all requirements are met , then we accept the permit for review, give he permitee a permit number and a receipt for the fees, if needed.
4. Permit Processing: The permits staff processes the permit. Scanning in all documents, double checking that everything is complete, determining who should be added as a reviewer, prepares preliminary permit conditions.

TASK ORDER: 1

PROJECT DESCRIPTION:

Install Pedestrian Safety Improvements at the following 4 locations:

1. *Rancho & Coran*
2. *Charleston & Mohawk*
3. *Nellis & Cedar*
4. *Sahara & Redwood*

These improvements will include Cantilevered RRFB's, Pedestrian Refuge Islands, Crosswalk Lighting, and ADA sidewalks and ramps.

Design plans by the consultant will use the latest versions of the NDOT Standard Plans for Road and Bridge Construction (2010), NDOT Standard Specification for Road and Bridge Construction (2014), NDOT Road Design Guide, The American Association of State Highway Officials (AASHTO) Design Manual, The Roadside Design Guide, and The Manual on Uniform Traffic Control Devices (MUTCD), and Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada adopted October 8, 1987 (Lates Edition).

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
29

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

SUBJECT:
RESOLUTIONS:

R-23-2021 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Bella Tux Properties, LLC (Owner) located at 1605 East Charleston Boulevard (APN 139-35-413-026), to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Diaz) [NOTE: This item is related to RDA Item 4 (RA-6-2021)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting Bella Tux Properties, LLC with the cost of improvements to the property located at 1605 East Charleston Boulevard (APN 139-35-413-026). Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-23-2021
2. Public Purpose-Impact Analysis
3. Site Map

RESOLUTION NO. R-23-2021

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND BELLA TUX PROPERTIES, LLC. ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-35-413-026

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, BELLA TUX PROPERTIES, LLC (the "OWNER") the owner of real property and improvements located at 1605 East Charleston, and which parcel is commonly known as APN 139-35-413-026 (the "Site"); and

WHEREAS, BELLA TUX PROPERTIES, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1605 East Charleston, and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to BELLA TUX PROPERTIES, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilitics, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 202 .

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

M. Nichols 4-13-21
_____
Date

EXHBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2021, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and Bella Tux Properties, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00**), and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner does hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty Five Thousand Dollars and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for

the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor

Las Vegas, NV 89101

If to the Owner: Bella Tux Properties, LLC
Atten.: Richard Emanuele
1632 Mayfair Place
Las Vegas, NV 89101

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2021 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2021.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____
Secretary

OWNER – Bella Tux Properties, LLC

By: _____
Richard Emanuele

Its: Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS – BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lot Twenty-Three (23) in Block Four (4) of "Amended Map of Mayfair Tract No. 2" as shown by map thereof on file in Book 2 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada

EXCEPTING THEREFROM that portion of land as conveyed to the City of Las Vegas by Deed recorded September 20, 1957 in Book 140 as Instrument No. 115141, Official Records, Clark County, Nevada.

TOGETHER WITH that portion of Charleston Boulevard, that would pass by Operation of Law, as vacated by that certain "Order of Vacation" recorded May 01, 1958 in book 159 as Instrument No. 130233, Official Records, Clark County Nevada.

TOGETHER WITH that portion as acquired by Deed recorded June 15, 1962 in Book 367 as Instrument No. 296484, Official Records, Clark County, Nevada.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Inst #: 20190801-0002767
Fees: $40.00
RPTT: $1147.50 Ex #:
08/01/2019 01:27:31 PM
Receipt #: 3769366
Requestor:
FIDELITY NATIONAL TITLE -
Recorded By: WIHD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofer: ERECORD

1605 Charleston

APN: 139-33-413-026
Affix R.P.T.T. $1,147.50

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE
WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
BELLA-TUX PROPERTIES LLC, A NEVADA LIMITED LIABILITY COMPANY
1632 MAYFAIR PLACE
LAS VEGAS, NEVADA 89101

ESCROW NO: 00092277-001-JH4

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
John Randall McElhone, trustee of The J.C.B. Trust, dated February 22, 1982 (who acquired title as The J.C.B. Trust, dated February 22, 1982

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain Sell and convey to

Bella-Tux Properties LLC, a Nevada limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. Together with all of the right, title and interest of Grantor in, to and under adjoining streets, rights of way and easements.

Witness my/our hand(s) this 22 day of July, 2019.

The J.C.B. Trust, dated February 22, 1982

John Randall McElhone, Trustee

John

STATE OF NEVADA
COUNTY OF CLARK } ss:

On this July 22, 2019
appeared before me, a Notary Public,
John Randall McElhone, trustee of
The J.C.B. Trust, dated February
22, 1982

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

M. QUACKENBUSH
Notary Public
State of Nevada
Appt. No. 05-99416-1
My Appt. Expires Apr. 30, 2021

M Quackenbush
Notary Public

My commission expires: 04:30:21

NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 00092277-001JH4

EXHIBIT A

Lot Twenty-Three (23) in Block Four (4) of "Amended Map of Mayfair Tract No. 2" as shown by map thereof on file in Book 2 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of land as conveyed to the City of Las Vegas by Deed recorded September 20, 1957 in Book 140 as Instrument No. 115141, Official Records, Clark County, Nevada.

TOGETHER WITH that portion of Charleston Boulevard, that would pass by Operation of Law, as vacated by that certain "Order of Vacation" recorded May 01, 1958 in Book 159 as Instrument No. 130233, Official Records, Clark County, Nevada.

TOGETHER WITH that portion as acquired by Deed recorded June 15, 1962 in Book 367 as Instrument No. 296484, Official Records, Clark County, Nevada.

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from and faces the North side of Charleston Ave. as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT

APN: 139-35-413-026

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Bella Tux Properties, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2021

Bella Tux Properties, LLC

By:_____
Richard Emanuele
Its: Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Richard Emanuele as Member of Bella Tux Properties, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot Twenty-Three (23) in Block Four (4) of "Amended Map of Mayfair Tract No. 2" as shown by map thereof on file in Book 2 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada

EXCEPTING THEREFROM that portion of land as conveyed to the City of Las Vegas by Deed recorded September 20, 1957 in Book 140 as Instrument No. 115141, Official Records, Clark County, Nevada.

TOGETHER WITH that portion of Charleston Boulevard, that would pass by Operation of Law, as vacated by that certain "Order of Vacation" recorded May 01, 1958 in book 159 as Instrument No. 130233, Official Records, Clark County Nevada.

TOGETHER WITH that portion as acquired by Deed recorded June 15, 1962 in Book 367 as Instrument No. 296484, Official Records, Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from and faces the North side of Charleston Ave. as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$ 5,000.00
After five full years from recordation of the Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 139-35-413-026

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 202__, between Bella Tux Properties, LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1605 East Charleston, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-35-413-026; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which faces the North side of Charleston Ave. as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated_____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Bella Tux Properties, LLC
Atten.: Richard Emanuele
1632 Mayfair Place
Las Vegas, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the

Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

    This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Bella Tux Properties, LLC

By: _____ Date: _____
Name: Richard Emanuele
Title: MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 202__ by Richard Emanuele as Member of Bella Tux Properties, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 202__ by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot Twenty-Three (23) in Block Four (4) of "Amended Map of Mayfair Tract No. 2" as shown by map thereof on file in Book 2 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada

EXCEPTING THEREFROM that portion of land as conveyed to the City of Las Vegas by Deed recorded September 20, 1957 in Book 140 as Instrument No. 115141, Official Records, Clark County, Nevada.

TOGETHER WITH that portion of Charleston Boulevard, that would pass by Operation of Law, as vacated by that certain "Order of Vacation" recorded May 01, 1958 in book 159 as Instrument No. 130233, Official Records, Clark County Nevada.

TOGETHER WITH that portion as acquired by Deed recorded June 15, 1962 in Book 367 as Instrument No. 296484, Official Records, Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from and faces the North side of Charleston Ave. as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Replace all windows**	**$18,200.00**
2.	**Remove and replace asphalt**	**$7,800.00**
3.	**Install new exterior lighting**	**$3,500.00**
4.	**Replace all exterior doors**	**$4,000.00**
5.	Architectural plans and Calc.'s	**$6,500.00**
6.	**Wrought iron fence**	**$4,800.00**
7.	**Upgrade landscaping**	**$3,600.00**
8.	**ADA Compliance Improvements**	**$9,000.00**
9.	**Stucco Repair**	**$4,500.00**
10.	**Exterior Paint**	**$3,100.00**
11.	Roof repair as needed	**$2,500.00**
TOTAL ESTIMATED PROJECT COSTS		$67,500.00
	Estimated CVIP Grant	$25,000.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

VIP Contracting Entity Information

Corporate Name: LV Restoration One

Mailing Address: 506 N. Rainbow Blvd. Ste. 300, Las Vegas, NV

Business Phone: 702-255-8700

Tax ID or Social Security Number: 47-376-41-63

Ownership Interest

Estate In Severalty X Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Bella-Tax Properties LLC	1632 Mayfair Place Las Vegas, NV 89101	702-506-4090
Bella-Tax Personal Liv Trust	1632 Mayfair Place Las Vegas, NV 89101	702-506-4090
Richard Emanuel as owner Trustee	1632 Mayfair Place Las Vegas, NV 89101	702-506-4090

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: Bella-Tuscany Properties LLC Docs

Date of Attached Document: 3-25-2021

Number of Pages: 11 Pages 1. IRS-EIN
2. Articles of Incorporation
3. Sec. State Business License

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Richard H Emanuele

Date: 3-25-2021

State of Nevada
County of Clark

Megan Whitekind
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 04-90687-1
My Appt. Expires August 20, 2022

This instrument was acknowledged before me on March 25th, 2021 (date) by Richard H. Emanuele (name of person)

Notary Public

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

- None -

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Richard H. Emanuele, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Bella-Tuscan Properties a company duly organized in the State of Nevada as a LLC (Corporation/L.L.C/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1005 East Charleston ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site that I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☑

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☑ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☑ or

   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. RHE (Initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. RHE (Initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. RHE (Initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. RHE (Initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 25th day of March, 2021.

Authorized Signature: Richard Emmett

SIGNED AND SWORN TO before me

this 25th day of March, 2021, by Megan Whitekiend

NOTARY PUBLIC Meg Whitekiend
My Commission Expires: August 20, 2022

Megan Whitekiend
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 04-90687-1
My Appt. Expires August 20, 2022

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

VIP PARTICIPANT REAL PROPERTY OWNER CONSENT

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Richard Emanuele of Bella-Tux Properties, owner and/or authorized representative of APN# 139-35-413-026 also commonly known as 1605 E. Charleston, Las Vegas, NV 89104, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Richard Emanuele / Bella Tux, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 25th day of March, 2021.

Authorized Signature: Richard H Emanuele

SIGNED AND SWORN TO before me

this 25th day of March, 2021, by Megan Whitehead

NOTARY PUBLIC

My Commission Expires: August 20, 2022

Megan Whitehead
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 04-90887-1
My Appt. Expires August 20, 2022

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Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
May 5, 2021

Title of Project: Commercial Visual Improvement Program

Sponsor/Developer: Bella-Tux Properties, LLC

Address of Project: 1605 East Charleston Blvd., Las Vegas, NV 89104

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS - COMMERCIAL VISUAL IMPROVEMENT AND GRANT OF FAÇADE EASEMENT

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

Major upgrades to be made to formerly vacant offices and retail space to be occupied by a new enterprise(s). Improvements will be made to the building's façade, windows, storefronts, lighting, signage and ADA compliance upgrades.

What is the amount of Private Investment and who is providing it?

Approximately $60,000.00 – Bella-Tux Properties, LLC - Owner equity

What is the amount of Public Investment and who is providing it?

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? N/A

How many Indirect Jobs will be Created? 20 construction jobs

How many Direct Jobs will be Retained? N/A – (all new jobs)

Quantitative Economic Benefits:

$50,000. labor and materials will be expended in the Redevelopment Area during demolition, remodeling and construction of the project.

Total Direct Economic Impact:

Over $60,000. in new construction and façade improvements will be spent for this project.

Total Indirect Economic Impact:

N/A

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

SITE MAP

1605 E. Charleston Blvd., Las Vegas, NV 89104

Bella-Tux Properties, LLC



AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
30

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

SUBJECT:
RESOLUTIONS:

R-24-2021 - For possible action to approve a Resolution regarding the apportionment of surplus amounts remaining in the special fund created for the City of Las Vegas, Nevada, Special Improvement District (SID) No. 1478 Vegas Dr/Owens Ave (Rancho Dr to Tonopah Dr) - (Special Assessment - SID 1478 Vegas Dr/Owens Ave - Rancho Dr to Tonopah Dr - $56,634.94) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $56,634.94
Funding Source: Special Assessment - SID 1478 Vegas Dr/Owens Ave - Rancho Dr to Tonopah Dr
Dept./Division: Finance

PURPOSE/BACKGROUND:
Per NRS 271.429, surplus funds in excess of $50,000 in a SID must be refunded. SID 1478 has an excess of $56,634.94. This resolution approves the apportionment of the remaining surplus among the tracts of land assessed in the District to the owners of record on April 1, 2021 and authorizes the City Treasurer to provide notice by mail and by publication of the availability of the surplus for refund and process such refunds to the property owner or owners. A total of $5,134.94 will be refunded to the property owners, which is net of the required $50,000 deposit into the surplus and deficiency fund and the administrative costs of $1,500.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-24-2021 and Exhibit A - Apportionment of Surplus

Summary - A Resolution approving the apportionment of surplus amounts remaining in the special fund created for the City of Las Vegas, Nevada, Special Improvement District No. 1478 Vegas Dr/Owens Ave (Rancho Dr to Tonopah Dr).

RESOLUTION NO. R-24-2021

A RESOLUTION APPROVING THE APPORTIONMENT BY THE CITY TREASURER OF SURPLUS AMOUNTS REMAINING IN THE SPECIAL FUND CREATED FOR THE PAYMENT OF BONDS AND INTEREST FOR SPECIAL IMPROVEMENT DISTRICT NO. 1478 VEGAS DR/OWENS AVE (RANCHO DR TO TONOPAH DR).

WHEREAS, the City Council of the City of Las Vegas, Nevada (hereinafter the "City Council" and the "City" respectively) has created by ordinance a special fund (hereinafter the "Fund"), to which Fund have been paid assessments for improvements made in Special Improvement District No. 1478 Vegas Dr/Owens Ave (Rancho Dr to Tonopah Dr) (hereinafter the "District"), and from which Fund have been paid the principal, interest, and prior redemption premiums, if any, on the bonds relating to the District's improvements; and

WHEREAS, all outstanding bonds, principal, interest and prior redemption premiums, if any, of the District have been paid; and

WHEREAS, surplus amounts remain in the Fund, which surplus amounts must be refunded in accordance with Nevada Revised Statutes ("NRS") 271.429; and

WHEREAS, no amounts were advanced from the City's general fund or surplus and deficiency fund for the payment of any bonds or interest thereon of the District; and

WHEREAS, the City Treasurer (hereinafter the "Treasurer") has determined the surplus remaining in the Fund(s) to be $56,634.94; and

WHEREAS, the surplus is $56,634.94 which exceeds $50,000; and

WHEREAS, pursuant to NRS 271.429(1)(e)(1), when the surplus is more than $50,000, the Treasurer must deposit $50,000 in the surplus and deficiency fund and apportion the amount of the surplus in excess of $50,000 and administrative costs among the tracts of land assessed in the District; and

WHEREAS, the remaining surplus, after deduction of the administrative costs and the $50,000.00 deposited in the surplus and deficiency fund, is $5,134.94; and

WHEREAS, all of the surplus is derived from the sources identified in NRS 271.429(e)(2)(II); and

WHEREAS, the Treasurer has apportioned the remaining surplus among the tracts of land assessed in the District entitled to such apportionment, which apportionment is hereby reported to the City Council, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the approval by the City Council of the Treasurer's apportionment is required pursuant to NRS 271.429 before the apportioned surplus may be made available for refund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby approves the apportionment of the surplus as prepared by the Treasurer and as found in Exhibit A attached hereto.

Section 2. The Treasurer is hereby authorized to provide notice by mail and by publication of the availability of the surplus for refund in the amounts found in Exhibit A attached hereto.

Section 3. In accordance with NRS 271.429, the Treasurer shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and published at least once a week, for three consecutive weeks, by three weekly insertions, the first publication being at least 120 days prior to the end of the refund period wherein the owner or owners of record on the date specified by the notice of the tracts of land assessed in the District may request a refund. It shall not be necessary that the notice be published on the same day of the week in each of the three calendar weeks but not less than 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.429, the Treasurer shall also give written notice of the availability of the surplus for refund by mailing a copy of such notice in the United States mails, postage prepaid as first-class mail, to the last known owner or owners of record on the date specified by the notice of each tract within the District at his or her last-known address or addresses. Such mailing shall be made at 120 days prior to the end of the refund period wherein the owner or owners of record on the date specified by the notice of the tracts of land assessed in the District may request a refund. In accordance with NRS 271.429(1)(h), not less than 60 days and not more than 90 days after the date of the mailing of the first notice

described above, the Treasurer shall mail a second notice to each owner of record that has not filed a claim for refund. The second notice may be printed on a postcard and may refer to the first notice for any information that the Treasurer omits from the second notice. Proof of such mailings shall be made by the affidavits of the Treasurer and such proof shall be filed with the City Clerk. Proof of the publication and proof of the mailings shall be maintained in the permanent records of the office of the City Clerk until all claims for refund are perpetually 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 right to claim a refund.

Section 4. The notice provided for in NRS 271.429 and in Section 3 of this resolution shall be in substantially the following form; provided, however, the second mailed notice may, if the Treasurer elects, be printed on a postcard and may refer to the first notice for any information that the Treasurer omits from the second notice:

(Start of Form)

Notice of the Availability of a Refund on Surplus Assessments in
City of Las Vegas, Nevada, Special Improvement District No.
1478 Vegas Dr/Owens Ave (Rancho Dr to Tonopah Dr)

NOTICE IS HEREBY GIVEN to the owners of property within City of Las Vegas, Nevada, Special Improvement District No. 1478 Vegas Dr/Owens Ave (Rancho Dr to Tonopah Dr) (hereinafter the "District") and other interested persons that the City Council of the City of Las Vegas, Nevada (hereinafter the "City" and "City Council" respectively), adopted on May 5, 2021, a resolution which approved the apportionment and refund of a portion of the amounts assessed against lots, tracts and parcels of land within the District (hereinafter the "Surplus") in accordance with Nevada Revised Statutes ("NRS") 271.429.

The owner or owners of record on April 1, 2021 of each tract of land which was assessed in the District may claim the refund apportioned to such tract by filing a claim therefor with the City Treasurer within one hundred twenty (120) days after the date of the mailing of this notice (i.e., by September 7, 2021). Thereafter, claims for such refund are perpetually barred. Refunds will not be issued until after the deadline of September 7, 2021. You can expect to receive your refund in the mail no later than October 7, 2021.

Valid claims for refund filed in excess of the surplus available for each separate tract may be apportioned ratably among the claimants by the City Treasurer.

Dated this May 10, 2021.

City of Las Vegas
Finance Department (Attn: Kelly Swanson)
495 S. Main Street, 4th Floor
Las Vegas NV 89101
(702) 229-6321

*Parcel No. of property [ENTER PARCEL #]

*Situs Address [ENTER SITUS]

*Amount of Surplus available for refund on this property [ENTER REFUND AMOUNT]

Surplus Refund Claim Form
Special Improvement District No. 1478
Vegas Dr/Owens Ave (Rancho Dr to Tonopah Dr)

I hereby verify that I was the property owner of record on April 1, 2021 of Parcel No. [ENTER PARCEL #] found in Special Improvement District No. 1478 Vegas Dr/Owens Ave (Rancho Dr to Tonopah Dr).

I am requesting the refund in the amount of [$$$] for this parcel as explained in your notice dated May 10, 2021.

_____
Owner Signature
(If multiple owners on title, only
One signature required)

_____
Print Name

Address to mail refund check:

_____
Street Address

_____
City, State, Zip Code

After you have printed your name, your signature (If multiple owners on title, only one signature is required), and a return mailing address for the refund check, please return ONLY this page in the provided return envelope.

RETURN TO:

City of Las Vegas
Finance Department (Attn: Kelly Swanson)
495 S. Main Street, 4th Floor
Las Vegas Nevada 89101

(End of Form of Notice)

Section 5. Surplus amounts, if any, remaining after the payment of all valid claims filed with the Treasurer within the 120-day period will be transferred to the City's Surplus and Deficiency Fund.

Section 6. Valid claims for the refund filed in excess of the surplus available for each separate tract may be apportioned ratably among the claimants by the City Treasurer.

Section 7. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 8. This resolution shall be effective on passage and approval.

PASSED and APPROVED on May 5, 2021.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

JAMES B. LEWIS, Deputy City Attorney

EXHIBIT A

APPORTIONMENT OF SURPLUS

EXHIBIT A - Apportionment of Surplus

Refund Available $5,134.94

Parcel	Refund	Owner	Address (1)	Address (2)	Address (3)	Address (4)	Address (5)
139-20-403-001	$ 89.97	SUERTE SIETE L L C	3800 S DECATUR BLVD # 67	LAS VEGAS NV 89103			
139-20-403-002	$ 892.70	SUERTE SIETE L L C	3800 S DECATUR BLVD # 67	LAS VEGAS NV 89103			
139-20-411-008	$ 140.60	TRUST A	TRUST B	C/O R MAITLESS	3437 KENNETH DR	PALO ALTO CA 94303	
139-20-411-009	$ 149.33	TRUST A	TRUST B	C/O R MAITLESS	3437 KENNETH DR	PALO ALTO CA 94303	
139-20-411-010	$ 365.84	NAGEZ IGOR	5912 HERON AVE	LAS VEGAS NV 89107-3610			
139-20-411-011	$ 115.39	IGLESIA MACEDONIA DE LA IGLESIA CRISTIANA INC	3232 BRAUTIGAN CT	NORTH LAS VEGAS NV 89032			
139-20-411-016	$ 136.42	VALENZUELA VICTOR H	6717 CYPRESS PARK CT	LAS VEGAS NV 89131-2754			
139-22-402-011	$ 67.17	SHOSHANI SABAH	1295 MORNING SUN WAY	LAS VEGAS NV 89110-2003			
139-22-403-001	$ 37.55	ROLLINS KENNETH E	BRAIMOH GWENDOLYN CHANEY	8731 ABBEY RIDGE AVE	LAS VEGAS NV 89149-4006		
139-27-111-007	$ 16.02	CHAMBERS SHARBRITTANY	ORMOND KATRECA	2755 E DESERT INN RD	SUITE 180	LAS VEGAS NV 89121	
139-27-111-009	$ 13.20	GERACI STEPHEN S ETAL	LANGSEV WADE E	6932 SINGING DUNES LN	LAS VEGAS NV 89145-5332		
139-27-111-086	$ 11.70	GIBSON SHARON LEE ETAL	MCDONALD O C	C/O TRUSTEE CLARK COUNTY TREASURER	S M DAVIS	169 BRADLEY RD # 191	BANKS AR 71631
139-27-111-088	$ 35.55	MCDONALD O C ETAL	TERRY KATHY ANN	209 HARRISON AVE	LAS VEGAS NV 89106-3011		
139-27-111-093	$ 40.50	SQUARE TRADE HOLDINGS L L C	4345 CORPORATE CENTER DR # 200	NORTH LAS VEGAS NV 89030			
139-27-111-094	$ 43.03	VALENTINE JAMES	269 HARRISON AVE	LAS VEGAS NV 89106			
139-28-501-002	$ 132.64	GINN WAI CHUN	2199 NATALIE AVE	LAS VEGAS NV 89169-1877			
139-28-502-003	$ 162.22	HARGRAVES PAULINE	C/O CLARK COUNTY PUBLIC GUARDIAN	515 SHADOW LN	LAS VEGAS NV 89106		
139-28-502-004	$ 159.75	HARGRAVES PAULINE	C/O CLARK COUNTY PUBLIC GUARDIAN	515 SHADOW LN	LAS VEGAS NV 89106		
139-28-502-005	$ 684.40	CHURCH NEW REVELATION BAPTIST	615 W VAN BUREN AVE	LAS VEGAS NV 89106-3040			
139-28-502-006	$ 392.10	CHURCH BAPTIST BETHANY	C/O H WASHINGTON	1229 W OWENS AVE	LAS VEGAS NV 89106-2468		
139-28-502-007	$ 254.35	FAITH & FAMILY HOLDINGS L L C	7500 W LAKEMEAD STE 9-621	LAS VEGAS NV 89128			
139-29-513-001	$ 347.59	VENTURA-DAVILA EARLEAN TRUST	C/O E VENTURA-DAVILA TRS	PO BOX 35101	LOS ANGELES CA 90035		
139-29-513-003	$ 136.63	PARKER WALTER & WILLIE A	2124 GOLDHILL WAY	LAS VEGAS NV 89106-1919			
139-29-513-004	$ 130.14	SWEAT SAM & GENEVA	2120 GOLDHILL WAY	LAS VEGAS NV 89106-1919			
139-29-513-005	$ 159.75	JUNIEL WILLIE C & BONNIE B	2116 GOLDHILL	LAS VEGAS NV 89106-1919			
139-29-513-006	$ 210.20	SOUTHERN ROOTS TRUST	1421 MEZPAH DR	LAS VEGAS NV 89106-1935			
139-29-513-007	$ 210.20	SOUTHERN ROOTS TRUST	1421 MEZPAH DR	LAS VEGAS NV 89106-1935			
	$ 5,134.94						

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on May 5, 2021.

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

Those Voting Aye:

Mayor: _____

Councilmembers: _____
_____
_____
_____
_____
_____

Those Voting Nay: _____
_____

Those Absent: _____
_____

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

4. All members of the Council were given due and proper notice of the meeting held on May 5, 2021. Pursuant to NRS 241.020, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days

before the meeting in accordance with the State of Nevada Executive Department declaration of emergency directive 006:

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

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

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Prior to 9:00 a.m. at least 3 working days before such meetings, notice was posted on the official website of the State of Nevada (the "State") in compliance with Chapter 241 of NRS, unless the Board was unable to do so because of technical problems relating to the operation or maintenance of the official website of the State.

6. A copy of such notice so given of the meeting of the Council on January 20, 2021 is attached to this certificate as Exhibit A.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed resolution 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 __, 2021.

_____

LuAnn D. Holmes, MMC, City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
31

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointment of members to the Neighborhood Partners Fund Board from the following list of nominees: Neighborhood Representatives - Matt Tramp (Ward 1), Susy Farray (Ward 3), Gail Qualey (Ward 4), David Kress (Ward 5), and Larry Schultz (Ward 6) and Staff Designees Brianna Ramirez (Ward 2), Ydoleena Yturralde (Ward 3), Sally Christensen (Ward 4), Tanya Jackson-Renter (Ward 5) and Chance Bonaventura (Ward 6) and the appointment of nominees Vicki Quinn (Mayor's Designee) and Jared Glover (Ward 2) as Neighborhood Representatives and Karl Catarata (Ward 1) as Staff Designee - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board was established through Council action in June of 1998 to review Neighborhood Partners Fund applications and make funding recommendations to the City Council. The Neighborhood Partners Fund program is designed to assist the residents of the city of Las Vegas to improve the quality of life in their communities. In 2010, the bylaws were amended as a housekeeping measure to clarify that members need not be City residents. Procedure for this Board is appointment by Mayor and City Council.

RECOMMENDATION:
Options are: Approve appointments/reappointments as listed or direct staff to bring forward an item to a future meeting to appoint/reappoint nominees to fill the designated seats.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

NEIGHBORHOOD PARTNERS FUND BOARD

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**GREG TOUSSAINT** Mayor Goodman's Designee	3-16-2011	3-30-2021
2.	**DORIAN STONEBARGER** City Council - Ward 1 Staff Desginee	6-3-2020	3-30-2021
3.	**MATT TRAMP** Neighborhood Rep – Ward 1	6-3-2020	3-30-2021
4.	**BRIANNA RAMIREZ** City Council – Ward 2 Staff Designee	6-3-2020	3-30-2021
5.	**ELIZABETH HELGELIEN** Neighborhood Rep – Ward 2	6-3-2020	3-30-2021
6.	**YDOLEENA YTURRALDE** City Council – Ward 3 Staff Designee	4-17-2019	3-30-2021
7.	**SUSY FARRAY** Neighborhood Rep – Ward 3	6-3-2020	3-30-2021
8.	**SALLY CHRISTENSEN** City Council – Ward 4 Staff Designee	5-18-2016	3-30-2021
9.	**GAIL QUALEY** Neighborhood Rep – Ward 4	3-21-2018	3-30-2021
10.	**TANYA JACKSON-RENTER** City Council – Ward 5 Staff Designee	4-17-2019	3-30-2021
11.	**DAVID KRESS** Neighborhood Rep – Ward 5	4-17-2019	3-30-2021
12.	**CHANCE BONAVENTURA** City Council – Ward 6 Staff Designee	3-21-2018	3-30-2021
13.	**LARRY SCHULTZ** Neighborhood Rep – Ward 6	5-16-2018	3-30-2021

AUTHORITY: Created by Council Action on 3-9-98 with bylaws approved on 6-22-98. By-Laws were amended on 2-16-2000 to increase the membership to 13 members. By-law approval of 3-18-2009 adjusted terms to April 1 through March 30 of appointed year; By-Laws were amended 5/19/2010 to clarify City residency is not required.

MEMBERS: 13 MEMBERS appointed by the Mayor and City Council comprised as follows:
Mayor or her/his designee
Council Liaison or Staff Designee of the Councilmember for each of the six Council Wards
One Neighborhood Representative for each of the six Council Wards

NEIGHBORHOOD PARTNERS FUND BOARD

TERM: Members shall each serve a term of one year. Expiration dates were set on 5/18/2000 so all members terms expired at the same time and adjusted to 4/1 to 3/30 in 2009.
Members may be reappointed to consecutive one-year terms as necessary
(Must fill unexpired term. Membership is not assignable or transferable.)

NOTES: Members Need Not Be City Residents
No Financial Disclosure Required

PURPOSE: Review Neighborhood Partners Fund applications and recommend awards to the City of Las Vegas City Council

MEETINGS: Department of Community Services - Call of the Chair and the Board may establish regular meetings by resolution. Meetings are subject to the provisions of the Open Meeting Law.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
32

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Mike Nolan to the Downtown Design Review Committee

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Council adopted Ordinance 6030 on March 4, 2009, creating the Downtown Design Review Committee to review signs proposed within the Downtown Casino Overlay District and Las Vegas Boulevard Scenic Byway Overlay District. The committee consists of seven members; three owners of businesses within the District appointed by the Mayor, two members of the Planning Commission appointed by the Commission, one representative of the Planning Department designated by the Planning Department Director and one representative of the Economic and Urban Development Department designated by the Economic and Urban Development Department Director. Terms are for three years, with no limit to the number of terms. Mr. Nolan was originally appointed in May of 2009, filling a seat designated for a business owner appointed by the Mayor. He is eligible and wishes to continue to serve.

RECOMMENDATION:
Options are: That the Mayor reappoints Mr. Nolan or advise staff to bring an item forward at a future meeting to consider a new nominee to fill this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

DOWNTOWN DESIGN REVIEW COMMITTEE

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	TINA WICHMANN **(Owner of business in District)**	3-7-2018	3-7-2024
2.	PAMELA DYLAG **(Owner of business in District)**	5-6-2015 (Reappt 9-5-18)	5-6-2021
3.	MIKE NOLAN **(Owner of business in District)**	5-4-2009 (Reappt 5-2-12) (Reappt 5-6-15) (Reappt 9-5-18)	5-4-2021
4.	DONNA TOUSSAINT** **(Planning Commission Representative)**	6-12-2018	6-12-2022
5.	LOUIS DE SALVIO** **(Planning Commission Representative)**	6-12-2018	6-12-2022
6.	MIKE HOWE **(Planning Dept. Representative)**	3-7-2018 (Reappt. 4-7-2021)	3-7-2024
7.	JEFF MCGEACHY **(Office of Economic & Urban Development Representative)**	4-7-2021	4-7-2024

AUTHORITY: LVMC 19.06 (Ordinance #6030 Adopted 3-4-2009)

MEMBERS: 7 members
Two members of the Planning Commission, appointed by the Commission
One representative of the Planning Department, designated by the director of Planning Department
One representative of the Economic & Urban Development, designated by the director of Economic & Urban Development
Three owners of businesses located within the District, appointed by the Mayor

TERM: Three years (no limit)

NOTES: NO FINANCIAL DISCLOSURE REQUIREMENT

DEPT. SUPPORT: Carman Burney, Agenda Technician, Planning Department

****AB50 (80th Session, 2019) impacted terms of all elected in the 2017 and 2019 Municipal Elections by adding one year to come in line with Federal/State and County even-year elections resulting in a one-time extension for these coterminous seats.**

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
33

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties. The bill will more closely align the City's animal cruelty provisions with State law on the subject. In addition, the bill will amend the penalty provisions for animal cruelty convictions to authorize (or require, in some cases) that the defendant be prohibited from owning an animal for a specified period.

RECOMMENDATION:
ADOPTION at the April 21, 2021 City Council Meeting pursuant to the April 5, 2021 Recommending Committee Meeting.

First Reading – 3/17/2021 First Publication – 4/8/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-14
2. Backup Submitted from the April 21, 2021 City Council Meeting
3. Submitted after Final Agenda – Documentation Not Vetted – Support Comments
4. Submitted at Meeting – Copy of Proposed First Amendment for Bill No 2021-14 Submitted by Staff and E-comments

BILL NO. 2021-14

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 7.32.160 AND 7.44.040 TO UPDATE PROVISIONS REGARDING ANIMAL CRUELTY AND RELATED PENALTIES, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Amends LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7, Chapter 32, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.32.160: It shall be a misdemeanor to: [confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the Animal Control Officer, or to restrict any animal by leash, cord, or chain of a length deemed insufficient for that type of animal by the Animal Control Officer.]

(A) Restrain a dog in violation of NRS 574.100; or

(B) Confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the Animal Control Officer, or to restrict any animal by leash, cord, or chain of a length deemed insufficient for that type of animal by the Animal Control Officer.

SECTION 2: Title 7, Chapter 44, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.040: (A) Any person owning, possessing or having the care, custody and control of any animal, who:

(1) Wilfully refuses, fails or neglects to furnish to the Animal Regulation Officer or an Animal Control Officer the information required under this Title;

(2) Wilfully refuses, fails or neglects to cause said animals to be registered and pay said registration fee at the time and in the manner herein provided;

(3) Wilfully refuses, fails or neglects to perform any act or pay any other fee or

charge required by this Title to be performed or paid;

(4) Resists, interferes with or prevents the Animal Regulation Officer or an Animal Control Officer in the exercise of their duties; or

(5) Violates any of the provisions of Chapters 7.04 to 7.44, is guilty of a misdemeanor.

(B) Any person who violates any provision of Section 7.32.010, Section 7.32.030, Section 7.32.120, [or] Section 7.32.130, Section 7.32.160, or any provision of Subsections (1), (2), (3) or (5) of NRS 574.100 is guilty of a misdemeanor and:

(1) For the first offense within the immediately preceding seven years, shall be sentenced to imprisonment for a term of not less than two days nor more than six months; the performance of community service of not less than forty-eight hours nor more than one hundred twenty hours, and a fine of not less than two hundred dollars nor more than one thousand dollars. A term of imprisonment imposed pursuant to this paragraph may be served intermittently at the discretion of the judge, except that each period of confinement must be not less than four consecutive hours and must occur at a time when the person is not required to be at his place of employment or on a weekend;

(2) For the second offense or subsequent offense within the immediately preceding seven years, shall be sentenced to imprisonment for a term of not less than ten days nor more than six months; the performance of community service of not less than one hundred hours nor more than two hundred hours, and a fine of not less than five hundred dollars nor more than one thousand dollars.

(C) In addition to any other fine or penalty provided in Subsection (B), a person who violates any provision [of Section 7.32.010 or Section 7.32.130] described in Subsection (B) shall be ordered to pay restitution for all costs associated with the care and impoundment of any mistreated animal, including without limitation money expended for veterinary treatment, feed and housing.

(D) In connection with the imposition of any sentence pursuant to this Section, the court: [may order the defendant to surrender ownership or possession of the mistreated animal.]

(1) May order the defendant to surrender ownership or possession of the

mistreated animal;

(2) Except as otherwise provided in Paragraph (3) below, may enter an order prohibiting the defendant from harboring, owning, possessing, keeping or exercising control over any animal; from residing in any household where an animal is present; and from working at or volunteering for a business, animal shelter or other place where the person may access an animal, for a period not to exceed four years; and

(3) In a case where the mistreated animal died as a result of the mistreatment, must enter an order prohibiting the defendant from harboring, owning, possessing, keeping or exercising control over any animal; from residing in any household where an animal is present; and from working at or volunteering for a business, animal shelter or other place where the person may access an animal, for a period of at least two years and not to exceed five years, beginning either on the date of conviction or, in the case of a suspended sentence, at such other time as is determined by the court.

(E) If a person who owns, possesses or has custody, care and control of an animal resists, interferes with or prevents the Animal Regulation Officer or an Animal Control Officer in the exercise of their duties, or violates any of the provisions of Chapters 7.04 to 7.44, inclusive, the animal may be impounded in accordance with the provisions of this Title.

(F) The City is authorized to treat a violation of the following provisions of this Title as a civil infraction, which shall then subject the violator to a civil penalty in accordance with the provisions of Sections 7.44.060 to 7.44.120, inclusive:

(1) Section 7.08.010 (relating to animal licensing);

(2) Section 7.08.090 (relating to license tags);

(3) Section 7.08.140 (relating to dog limitations);

(4) Section 7.08.160 (relating to cat limitations);

(5) Section 7.12.010 (relating to rabies vaccinations);

(6) Section 7.14.010 (relating to unspayed/unneutered animals);

(7) Section 7.20.020 (relating to unspayed female animals during copulating

season);

(8) Section 7.36.010 (relating to noise annoyance);

(9) Section 7.36.020 (relating to animal interference, damage, etc.);

(10) Section 7.36.030 (relating to animals at large), if the violation is witnessed by the Animal Regulation Officer or an Animal Control Officer;

(11) Section 7.36.040 (relating to animal waste);

(12) Section 7.36.050 (relating to animal restraint and sanitation);

(13) Section 7.38.040 (relating to hogs and pigs);

(14) Section 7.38.041 (relating to potbellied pigs);

(15) Section 7.38.042 (relating to potbellied pigs);

(16) Section 7.38.043 (relating to potbellied pigs);

(17) Section 7.38.050 (relating to poultry and birds);

(18) Section 7.38.060 (relating to rabbits);

(19) Section 7.38.070 (relating to owner responsibilities); and

(20) Section 7.38.100 (relating to wild animal permits).

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon

conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-2-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

From:	Brandy Glasgow
To:	Meeting Comments
Subject:	Fwd: City Council, April 21, 2021, Agenda Item #40, Bill no. 2021-14
Date:	Monday, April 19, 2021 7:55:57 PM

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I am writing in support of the following changes to animal protection ordinances in the city of Las Vegas:
-limit animal tethering to 10 hours in a 24 hour period in the city of Las Vegas, as the county and NLV already do
- also join Clark County in outlawing the tethering of dogs during National Weather Service Heat Advisories
-require secondary cooling measures be provided such as misters, portable AC or swamp coolers when the temperature hits 105 and higher

I find these changes to be the absolute minimum the city should protection criteria the city should be enforcing. There has been a big push from the casinos and hotels over the last few years to become 'pet friendly' and entice visitors who want to bring their pets on vacation. So much so that some travel publications have rated Las Vegas as the best place to bring your pet. It's shameful to present a city that loves pets to tourists, while dogs on chains are actually baking to death in backyards across the valley. We need to upgrade the level of protection we offer for the furry residents of Las Vegas so it's not ONLY a great place for pets to visit.

And Metro needs another cruelty detective and AC needs more officers and to enforce the laws that exist (namely backyard breeding ordinances).

Brandy Glasgow

Submitted at City Council
Date 4/21/21 Item 40
E-comments

From: Kathy Vonk
To: Meeting Comments
Subject: City Council April 21, 2021, Agenda Item #40, Bill No. 2021-14
Date: Tuesday, April 20, 2021 7:17:31 AM

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I respectfully request the following changes to better protect animals from the coming HEAT:

●Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

●Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

●Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Thank you,

Kathleen Vonk, resident
City of Las Vegas

From:	Lisa
To:	Meeting Comments
Subject:	City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14
Date:	Tuesday, April 20, 2021 10:25:23 AM

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

I request the following changes to better protect animals from the coming HEAT:

•Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Lisa

From: levytrin
To: Meeting Comments
Subject: City council april 21 Agenda #40 bill #2020-14
Date: Tuesday, April 20, 2021 11:51:41 AM

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Please change the law about leaving your animal in heat over 105 and tethering an animal for so long

WE HAVE TO SPEAK UP FOR THESE DEFENSELESS VOICELESS DOGS WHO ARE ROASTING OUT IN THE VEGAS EVERY SUMMER

Sent from my Sprint Samsung Galaxy S8.

From:	hani levi
To:	Meeting Comments
Subject:	Support of item #40 on Wednesday 4/21 9am clv council meeting title 7 animal ordinance
Date:	Monday, April 19, 2021 6:01:38 PM

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Hello
I am writing to you about about straightening title 7 animal ordinance on Wednesday 4/21 at 9am agenda #40 on the clv council meeting.
I am in SUPPORT of this agenda .
I am requesting those changes please:
*Create consistency across southern Nevada by limiting tethering of animals to 10 hours in a 24 hours period.
*make it unlawful to tether an animal during a national weather service heat advisory.
*put a temperature restriction of 105 degrees which could trigger a secondary cooling requirement such as misting system swamp cooler or portable air conditioner during heat.
Thank you
Hani levi
Sent from my iPhone

From:	wylderich@cox.net
To:	Meeting Comments
Subject:	City Council Meeting, 4/21/21, Agenda Item #40, Bill #2021-14
Date:	Tuesday, April 20, 2021 9:55:15 AM

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Submitting for Public Comment:

This is to indicate my support for Agenda Item 40, requesting the strengthening of animal protection laws. Las Vegas has experienced very concerning animal abuse and cruelty violations which have not only proven injurious and often fatal to the animal victims, but serve to deteriorate communities. Residents must look to our officials to stem this problem and implement appropriate deterrents. Furthermore, due to our extreme summer heat, I suggest additional protections for animals to assist law enforcement and animal control agencies in doing their jobs by:

Prohibiting tethering during National Weather Service Heat Advisories (already in place in Clark County);
Placing a temperature restriction of 105 degrees which would require secondary cooling (portable AC, misting, swamp cooler);
Creating more consistency among our contiguous jurisdictions by limiting tethering to 10 hours within a 24-hour period.

These are not unreasonable expectations by our community's stakeholders and should help reduce the number of horrifying incidents we continue to read or hear about that have involved egregious and avoidable suffering/deaths of helpless animals.

With all the advancements that our town is making in other areas of life, it's time to let go of the reputation of being behind other towns in terms of animal welfare.
\
Thank you,
Annoula Wylderich
Las Vegas, NV

From:	Marchelle Hedrick
To:	Meeting Comments
Subject:	City Council Meeting 4/21/2021, Agenda Item #40, Bill #2021-14
Date:	Tuesday, April 20, 2021 2:20:13 PM

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I would like to provide public comment in support of agenda item #40, Bill #2021-14.

Nevada's primary animal cruelty statute results in low conviction rate for animal cruelty. Since courts and prosecutors often struggle with large case loads, animal cruelty cases are often dismissed, dropped, or allowed to use probationary programs - leaving no record of the offenses. In fact, over ninety percent are either not prosecuted or dismissed, leaving no trace of the crime after the abuser completed a special form of probation.

In the public's best interest for safety and to acknowledge "The Link" between humans committing acts of violence towards animals, directly related to humans committing acts of violence towards other humans, animal protection laws need to be strengthened, enforced and not sealable.

In addition, please consider the following measure:

Tethering needs to be prohibited during heat advisories and durning moderate weather temperatures limited to tethering to 10 hours within a 24 hour period. During periods of being outdoors when temperatures are above 105 and below 45, appropriate shelter has to be provided, with secondary cooling source during hot temperatures and heating sourceon during temperatures below 45 degrees.

Thank you for your time, consideration and support on this public safety and animal welfare bill.

Sincerely,
Malakela Hedrick

From: Jodie K
To: Meeting Comments
Subject: City Council Meeting, 4/21/21, Agenda Item #40, Bill #2021-14
Date: Tuesday, April 20, 2021 8:06:46 PM

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

TO :Councilman Stavros S Anthony

I am providing public comment indicating support for Agenda Item 40, requesting the strengthening of animal protection laws.

It is imperative that we put a stop to the abuse of animals whenever and how ever we can.

Additionally I request the following:
Prohibiting tethering during National Weather Service Heat Advisories;
Placing a temperature restriction of 105 degrees which would require secondary cooling;
Creating more consistency among our contiguous jurisdictions by limiting tethering to 10 hours within a 24-hour period.

Thank you for your time and attention to these comments.
Sincerely,
jodie kallas, EYT500

"If we could live happy and healthy lives without harming others... why wouldn't we?" Edgar's Mission

#40

From:	Candy Salinger
To:	Meeting Comments
Subject:	City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14:
Date:	Wednesday, April 21, 2021 7:56:46 AM

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Dear Mayor Goodman, Mayor Pro Tem Anthony and Councilmembers: I'm writing in support of AGENDA ITEM #40 with the following amendments: •Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period. •Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance). •Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language. Thank you,
Candy Salinger

#40

From: Lisa Rice
To: Meeting Comments
Subject: City Council Meeting 4/21/21 Agenda Item #40 Bill #2021-14
Date: Wednesday, April 21, 2021 7:59:52 AM

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Hi,

I am providing a public comment in support for Agenda 40 requesting the strengthening of Animal Protection Laws.

I believe having stronger laws to protect animals will help give us a safer and kinder community.
The root of all violence begins with the smallest and most vulnerable, the animals.
People who are cruel and negligent to animals it doesn't stop with them. They escalate their violence.

Having volunteered in our animal shelter systems I have seen abuse victims stay in their situations because they don't want to leave their pets.
I have seen animal abusers commit other crimes of violence that doesn't end with animals.
It's a pattern and a warning sign to us to do something to help all innocent beings.

We can make our community safer and better by recognizing the severity of violence animal abusers pose to our city and our residents, by strengthening laws that protect animals from their abusers and violence.

Thank you for listening and I hope the most vulnerable are counted in our laws.

Best Regards
Lisa Rice
Las Vegas Resident

Sent from my iPhone

From:	Kelly Winder
To:	Meeting Comments
Subject:	SUBJECT: City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14
Date:	Wednesday, April 21, 2021 8:01:24 AM

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Dear Mayor Goodman, Mayor Pro Tem Anthony and Councilmembers:

I'm writing in support of AGENDA ITEM #40 with the following amendments:

•Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Thank you,

Kelly Winder

From:	jenna everman
To:	Meeting Comments
Subject:	City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14
Date:	Wednesday, April 21, 2021 8:21:36 AM

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Agenda Item #40, Bill No. 2021-14:

Dear Mayor Goodman, Mayor Pro Tem Anthony and Councilmembers:

I'm writing in support of AGENDA ITEM #40 with the following amendments:

•Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Thank you, Jenna Everman

Sent from my iPhone

From: melanie shayne
To: Meeting Comments
Subject: City council, April 21 2021, agenda item#40, bill# 2021-14
Date: Wednesday, April 21, 2021 7:51:13 AM

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Dear Mayor Goodman, Mayor Pro Tem Anthony and Councilmembers:

I'm writing in support of AGENDA ITEM #40 with the following amendments:

•Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Thank you,

Melanie Shayne

Sent from Yahoo Mail for iPhone

From:	Meghan Joachin
To:	Meeting Comments
Subject:	SUBJECT: City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14:
Date:	Wednesday, April 21, 2021 8:03:03 AM

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Dear Mayor Goodman, Mayor Pro Tem Anthony and Councilmembers:

I'm writing in support of AGENDA ITEM #40 with the following amendments:

•Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Thank you,

Meghan Joachin Munoz

Sent from my iPhone

From:	Galina Dementev
To:	Meeting Comments
Subject:	City of Las Vegas City Council MEETING on 4/21 Agenda Item #40 Bill No. 2021-14:
Date:	Wednesday, April 21, 2021 8:03:33 AM

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REQUESTing the following changes to better protect animals from the coming HEAT:

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

- Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

- Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Thank you

From: Mridula Saini
To: Meeting Comments
Subject: City Council Meeting, 4/21/21, Agenda Item #40, Bill #2021-14
Date: Tuesday, April 20, 2021 8:22:04 PM

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Hi,

I am providing public comment indicating support for Agenda Item 40, requesting the strengthening of animal protection laws.

I am an animal lover and I am requesting you to add the following:

Prohibiting tethering during National Weather Service Heat Advisories;
Placing a temperature restriction of 105 degrees which would require secondary cooling;
Creating more consistency among our contiguous jurisdictions by limiting tethering to 10 hours within a 24-hour period.

Sincerely,
Mridula Saini

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From: Renee Robillard
To: Meeting Comments
Subject: City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14
Date: Tuesday, April 20, 2021 8:54:45 PM

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Respected City Council Members,

Please accept this email as my formal declaration of support for AGENDA ITEM #40, BILL NO. 2021-14.

For the protection of all pet animals, I hereby request the following changes to better protect animals from the coming HEAT:

-Create consistency across Southern NV by limiting tethering of animals to 10 hours in a 24 hour period

-Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory

-Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Thank you for time and consideration.

Regards,

Renee D Robillard
Las Vegas, NV 89122

From: Tori Gregory
To: Meeting Comments
Subject: City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14
Date: Tuesday, April 20, 2021 11:15:40 PM

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In support of AGENDA #40:

•Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Best Regards,
Tori Gregory

From:	teriabarlow
To:	Meeting Comments
Subject:	City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14
Date:	Wednesday, April 21, 2021 5:19:57 AM

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I support Bill No. 2021-14.

•Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Teri Barlow

From:	Virgil De Sio
To:	Meeting Comments
Subject:	City Council Meeting, 4/21/21, Agenda Item #40, Bill #2021-14
Date:	Wednesday, April 21, 2021 6:28:55 AM

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Dear Sir/Maam,

I am providing public comment indicating support for agenda item #40 which indicates the strengthening of animal protection laws.

Prohibiting tethering during national weather service heat advisories and placing temperature restrictions of 105 degrees which would require a secondary cooling

Thank you for your support in the protection of the animals in our community

Truly

Virgil De Sio

From: linda faso
To: Meeting Comments
Subject: City Council agenda item #40 - bill #20-21-14
Date: Wednesday, April 21, 2021 6:36:52 AM

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Mayor and Council Members,

I strongly support Agenda item #40. It is a common sense issue that is long overdue. Many animals have died an agonizing death in our summer heat over the years in our community. PLease limit tethering of animals to 10 hrs in a 24 hour period and please make it unlawful to tether an animal during a National Weather Advisory due to excessive heat.

This is certainly not too much to ask in our long summer heat to help protect animals. Please do the right thing and move this forward to help prevent unnecessary suffering of innocent animals.

Thank you

Linda Faso
821 Ann Drive
Las Vegas, Nv 89107

From: melindabunnyleo@aol.com
To: Meeting Comments
Subject: City Council April 22-2021 Agenda#40 Bill2021-14
Date: Tuesday, April 20, 2021 9:06:27 PM

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Please vote yes on #40 to many animals are dieing due to neglect •Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.
•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).
•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

From: Politics for Animals
To: Meeting Comments; Lou Christie
Subject: City Council Meeting 4-21-21 Agenda Item #40, Bill#2021-14
Date: Wednesday, April 21, 2021 12:07:45 AM

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Dear Mayor Goodman and City Council Members,

We are in full support of the much needed animal welfare and protection revision to Title 7, as stated in Agenda Item # 40 .

Please vote in favor of passing Bill #2021-14.

Thank you for your time and consideration in this important matter.

Sincerely,
Stacia Newman, President
Nevada Political Action for Animals

8635 W. Sahara Avenue #418
Las Vegas, Nevada 89117

Telephone: 775-419-8076

Nevada Political Action for Animals Stacia Newman, President nevadapoliticalactionforanimals.org
<https://l.antigena.com/l/Cl7BcqEuAiRuGrDh_DL0ubk_PElQc2vJpCytD1jsbLy0OuN5QDTOI4Kq9jXFYfXD6MQQQGGw38msphjg~RC1OnOByBc98-~4hT42_HO9pv_rdxRYwh02pM6JWBAhBYJ8qE9F1~S_WoQP4k~5uWBukcMFczR8MocqEPbcEbxEbE2nBPCBM8KNtJEtKqCLO3uHpJFQgmAYL9D1Rm>
http://www.facebook.com/NVpoliticalactionforanimalslv
<https://protect-us.mimecast.com/s/qpCkCo2PP3hXr85XCzA6fE?domain=facebook.com>

From:	Ginger Williams
To:	Meeting Comments
Subject:	City Council, April 21, 2021, Agenda Item #40, Bill No. 2021-14
Date:	Wednesday, April 21, 2021 9:55:34 AM

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Dear Mayor Goodman, Mayor Pro Tem Anthony and Councilmembers:

I'm writing in support of AGENDA ITEM #40 with the following amendments:

•Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). NRS allows 14 hours of tethering in a 24 hr period.

•Make it unlawful to tether an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

•Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. Recently, in response to death of dog named Lily who died last August, during a heatwave, on a chain, NLV City Council passed this language.

Thank you,

Ginger Williams

Cheyenne LaRance

From: Office of the Mayor
Sent: Tuesday, May 4, 2021 8:43 AM
To: City Clerk, Deputies
Subject: FW: From PETA in support of Bill No. 2021-14
Attachments: 2021-05-04_Las Vegas City Council re Bill 2021-14.pdf

For the record. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Allison Fandl <AllisonF@peta.org>
Sent: Tuesday, May 4, 2021 7:44 AM
To: Meeting Comments <meetingcomments@LasVegasNevada.gov>; Office of the Mayor <officeofthemayor@lasvegasnevada.gov>; Brian Knudsen <bknudsen@lasvegasnevada.gov>; Ward 2 Staff <ward2@LasVegasNevada.GOV>; Olivia Diaz <odiaz@lasvegasnevada.gov>; Stavros Anthony <santhony@LasVegasNevada.GOV>; Cedric Crear <ccrear@LasVegasNevada.GOV>; Michele Fiore <mfiore@LasVegasNevada.GOV>
Subject: From PETA in support of Bill No. 2021-14

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear Mayor Goodman, Mayor Pro Tem Anthony, and City Council Members:

Please accept the attached letter from PETA in support of Bill No. 2021-14. We hope that you will consider enacting this life-saving legislation.

Thank you for everything you do for the community.

Kind regards,

Allison Fandl
CID Manager
Cruelty Investigations Department
People for the Ethical Treatment of Animals

Submitted after final agenda
33

PEOPLE FOR
THE ETHICAL
TREATMENT
OF ANIMALS

Washington, D.C.
1536 16th St. N.W.
Washington, DC 20036
202-483-PETA

Los Angeles
2154 W. Sunset Blvd.
Los Angeles, CA 90026
323-644-PETA

Norfolk
501 Front St.
Norfolk, VA 23510
757-622-PETA

Berkeley
2855 Telegraph Ave.
Ste. 301
Berkeley, CA 94705
510-763-PETA

Info@peta.org
PETA.org

May 4, 2021

The Honorable Carolyn G. Goodman, Mayor
The Honorable Stavros S. Anthony, Mayor Pro Tem
Members of the Las Vegas City Council

Via e-mail: meetingcomments@lasvegasnevada.gov; officeofthemayor@lasvegasnevada.gov; bknudsen@lasvegasnevada.gov; ward2@lasvegasnevada.gov; odiaz@lasvegasnevada.gov; santhony@lasvegasnevada.gov; ccrear@lasvegasnevada.gov; mfiore@lasvegasnevada.gov

Dear Mayor Goodman, Mayor Pro Tem Anthony, and City Council Members:

I hope you're well. I'm writing on behalf of People for the Ethical Treatment of Animals (PETA), the world's largest animal protection organization, with thousands of members and supporters in Las Vegas. Our membership strongly supports Bill No. 2021-14, which would allow the court to require that people convicted of cruelty to animals surrender their animals and to prohibit them from owning, possessing, keeping, residing with, or working or volunteering with animals for up to five years. **This legislation, if passed, would make Las Vegas a safer and more humane city for all.**

PETA works with legislators to improve local and state laws to prevent cruelty and to hold abusers accountable. We also push for convicted abusers to be prohibited from having contact with animals in the future—often the only way to prevent recidivism and more unnecessary suffering. In some cases, especially those involving people who keep large numbers of animals without meeting their basic needs, a prohibition on owning animals may save the city significant resources when it comes to cleanup costs and care of rescued animals, as the recidivism rate for hoarders is nearly 100%. According to a 2019 news report, animal hoarding is a growing problem in Las Vegas.

Research indicates that people who commit violence against animals are prone to other forms of antisocial behavior and criminal violence, especially in the context of domestic violence:

- According to the National District Attorneys Association, when an intimate partner is being battered, an animal companion may be targeted "to maintain silence and compliance from the human victim."

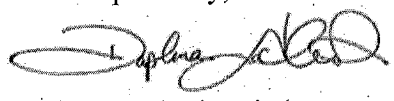
Affiliates:
- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Netherlands
- PETA Foundation (U.K.)

- Studies have shown that up to 75% of battered women with animals say that their abusers had harmed or threatened the animals, and those women are seven to eight times more likely to put off leaving their abusers because of concerns about their animals' welfare.
- Studies have also documented generational cycles of abuse within families: Children who witness violence are more likely to perpetrate it, and those with an early history of animal abuse are more likely to perpetrate interpersonal violence as adults.
- Batterers who also harm animals in the household are more controlling and use more dangerous forms of violence than those who do not.
- A study released in 2020 by the Violence Policy Center ranked Nevada seventh in the nation for its rate of women murdered by men. It was the seventh year in a row that the state had ranked in the top 10 nationwide.

In an effort to protect animals as well as human victims from unnecessary suffering and violence, numerous states—including Louisiana, Utah, and Virginia—have enacted legislation requiring or allowing courts to impose possession bans on offenders convicted of cruelty to animals. **We hope Las Vegas will join them by passing Bill No. 2021-14.**

Thank you for the opportunity to share our position on this important matter and for all the hard work that you do for the residents of Las Vegas.

Most respectfully,



Daphna Nachminovitch
Senior Vice President
Cruelty Investigations Department

Stacey Campbell

From: Patrick Allen <allenpatrick86@gmail.com>
Sent: Tuesday, May 4, 2021 9:44 PM
To: Meeting Comments
Subject: City Council, May 5, 2021, Agenda Item #33, Bill No. 2021-14

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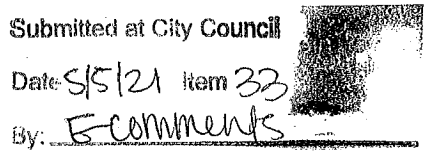
City Council:

Animals - and very specifically dogs - have meant much to me in my life. When going through difficult times and facing intense obstacles, I was in awe of how my dogs could sense anxiety and even tried to help in their own way. Those were humbling moments that reminded me how intelligent and caring these animals are. Beyond those two traits though, the one that stood out the most was trust. The trust extended to humans by most domesticated animals is nothing short of incredible. And in my opinion, that's very much what the amendments discussed below are about - trust. Are we as a society deserving of the loyalty and trust that these animals seem to give us by default? Have we put the right protections in place to ensure that a living creature who trusts absolutely and can defend itself so trivially can exist safely? After what happened to Lily last year, my gut says no. But we're trying to get better and we're moving in the right direction. Please allow us to continue moving in that direction. It is in the interest of that goal that I request the following amendments be considered:

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). Nevada Revised Statute allows 14 hours of tethering in a 24 hr period.
- Make it unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).
- (Lily's law) Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as a misting system, swamp cooler, or portable air conditioner during extreme heat. NLV City Council passed this language in response to the death of a dog named Lily who died last August, during a heatwave, on the end of a chain.

I sincerely appreciate the time of everyone at the City Council.

Thank you,
Patrick Allen



Stacey Campbell

From: Jill Barnes <busterdaisylover@gmail.com>
Sent: Tuesday, May 4, 2021 8:03 AM
To: Meeting Comments
Subject: City Council may 5th 2021 Agenda #33 Bill #2021-14

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Please help protect our animals

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). Nevada Revised Statute allows 14 hours of tethering in a 24 hr period.

- Make it unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

- (Lily's law) Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. NLV City Council passed this language in response to death of dog named Lily who died last August, during a heatwave, on the end of a chain.

Thank you

Stacey Campbell

From: MONICA BURKE <famdburke@aol.com>
Sent: Tuesday, May 4, 2021 1:40 AM
To: Meeting Comments
Subject: City Council, May 5, 2021, Agenda Item #33, Bill No. 2021-14

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Hello,
I am writing to express my support of Agenda item #33. I request the following changes to better protect all animals from the harsh summer heat.

1. Create consistency across southern Nevada by limiting tethering of animals to no more than 10 hours in a 24 hour period.

2. Make it unlawful to tether or chain an animal for any length of time during a National Weather Service Advisory.

3. Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as a swamp cooler, portable air conditioner, or a misting system during extreme heat. NLV City Council passed this language in response to the needless death of a dog named Lily who died last August, during a heatwave, while chained outside.

Sincerely,
Monica Burke

THE HUMANE SOCIETY
OF THE UNITED STATES

May 4, 2021

Dear Mayor Goodman and Members of the Las Vegas City Council,

On behalf of the Las Vegas-based supporters of The Humane Society of the United States, the nation's largest animal protection organization, I am writing to request additional protections be amended into Order 2021-14 to create consistency across Southern Nevada. We thank Mayor Pro Tem Stavros Anthony for his lead on these amendments. While our hope is that every dog would share a home with his or her human family, we understand that is not always the case, so it is important that dogs who live outdoors be protected.

By limiting the tethering of animals to 10 hours in a 24 hour period, requiring secondary cooling requirements during a National Weather Service Heat Advisory (100+ degrees for more than two days) and making it unlawful to tether an animal at all during a National Weather Service Excessive Heat Warning (105+ for two or more days), Las Vegas would create reasonable standards for dogs who live outdoors.

Dogs across Las Vegas are suffering from exposure to extreme temperatures. Well-defined terms establishing minimum standards are essential to combatting animal suffering. Even with an outdoor shelter, extended exposure to extreme heat can result in serious injury or death. Dogs of any breed who are exposed to extreme heat for long periods of time can and do suffer from heat exposure or death. Exposed skin like the nose, ears, and paw pads are highly susceptible to sun burn and can be permanently damaged.

These amendments will establish some commonsense protections for dogs by ensuring they are not left chained during or when a severe weather warning has been issued, such as excessive heat warning. An Excessive Heat Warning and/or a Heat Advisory is issued within 12 hours of the onset of extremely dangerous heat conditions. These are televised in the news. During this time period, citizens would have notification that severe weather is expected and allow them to make arrangements.

Dogs are social animals who thrive on interaction. An otherwise friendly dog, if rarely taken off a chain, can become anxious and aggressive. Research conducted by the Center for Disease Control found that chained dogs are more than 5.4 times more likely than unchained dogs to bite children under the age of 12.

These guidelines will create clear, objective criteria, making law enforcement less burdensome and they offer opportunities for meaningful discussion with pet owners about animal care. This ordinance will protect dogs who live outdoors from the most egregious conditions without creating an undue hardship for owners, and we look forward to its passage.

Sincerely,

Heather Carpenter
Western Regional Director, The Humane Society of the United States
Las Vegas, NV
hcarpenter@humanesociety.org (702) 280-2777

Stacey Campbell

From: linda faso <LINDA_FASO@msn.com>
Sent: Tuesday, May 4, 2021 10:43 AM
To: Meeting Comments
Subject: May 5th agenda item #33 Bill #2021-14 (Amendment)

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May 4, 2021

Mayor and Council Members,

I ask that you please limit the tethering of animals to 10 hrs in a 24 hr period as other local municipalities have adopted. It is imperative that you make it illegal to tether an animal at all during a National Weather Service heat advisory notice.

With our extreme heat in our desert many animals suffer lingering deaths each year stuck in backyards on chains or other means. It isn't too much to ask to give these animals a break in the heat. Other states that deal with the heat are also looking at their laws to help alleviate some of these unnecessary, gruesome deaths - that these innocent animals are forced to suffer.

Please make this important Amendment to help save animals lives.

Sincerely,

Linda Faso
721 Ann Drive
Las Vegas, Nv
89107

Stacey Campbell

From: hani levi <hanianat@hotmail.com>
Sent: Tuesday, May 4, 2021 8:18 AM
To: Meeting Comments
Subject: Bill 2021-14 agenda #33

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Hello
I am writing to you about bill number 2021-14. on Wednesday may 5th at 9am agenda #33 .
I am in SUPPORT of this agenda .
I am requesting those changes please:
*Create consistency across southern Nevada by limiting tethering of animals to 10 hours in a 24 hours period.
*make it unlawful to tether an animal during a national weather service heat advisory.
*put a temperature restriction of 105 degrees which could trigger a secondary cooling requirement such as misting system swamp cooler or portable air conditioner during heat.
Thank you
Hani levi
Hanianat@hotmail.com

Sent from my iPad

Stacey Campbell

From: Joan Lopez <pomsmom100@gmail.com>
Sent: Tuesday, May 4, 2021 8:47 AM
To: Meeting Comments
Subject: Item 33 Lily's law

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Please stop the cruelty of animals being tied, chained or teathered for any period of time but especially during the heat in Las Vegas. Do it for Lily and all the animals needlessly suffering.
Joan Lopez
5401 Comchec Way
Las Vegas, Nevada 89108
Sent from my iPad

AN INTERNATIONAL ORGANIZATION DEDICATED TO PROTECTING THE RIGHTS OF ALL ANIMALS

PEOPLE FOR
THE ETHICAL
TREATMENT
OF ANIMALS

Washington, D.C.
1536 16th St. N.W.
Washington, DC 20036
202-483-PETA

Los Angeles
2154 W. Sunset Blvd.
Los Angeles, CA 90026
323-644-PETA

Norfolk
501 Front St.
Norfolk, VA 23510
757-622-PETA

Berkeley
2855 Telegraph Ave.
Ste. 301
Berkeley, CA 94705
510-763-PETA

Info@peta.org
PETA.org

May 4, 2021

The Honorable Carolyn G. Goodman, Mayor
The Honorable Stavros S. Anthony, Mayor Pro Tem
Members of the Las Vegas City Council

Via e-mail: meetingcomments@lasvegasnevada.gov; officeofthemayor@lasvegasnevada.gov; bknudsen@lasvegasnevada.gov; ward2@lasvegasnevada.gov; odiaz@lasvegasnevada.gov; santhony@lasvegasnevada.gov; ccrear@lasvegasnevada.gov; mfiore@lasvegasnevada.gov

Dear Mayor Goodman, Mayor Pro Tem Anthony, and City Council Members:

I hope you're well. I'm writing on behalf of People for the Ethical Treatment of Animals (PETA), the world's largest animal protection organization, with thousands of members and supporters in Las Vegas. Our membership strongly supports Bill No. 2021-14, which would allow the court to require that people convicted of cruelty to animals surrender their animals and to prohibit them from owning, possessing, keeping, residing with, or working or volunteering with animals for up to five years. **This legislation, if passed, would make Las Vegas a safer and more humane city for all.**

PETA works with legislators to improve local and state laws to prevent cruelty and to hold abusers accountable. We also push for convicted abusers to be prohibited from having contact with animals in the future—often the only way to prevent recidivism and more unnecessary suffering. In some cases, especially those involving people who keep large numbers of animals without meeting their basic needs, a prohibition on owning animals may save the city significant resources when it comes to cleanup costs and care of rescued animals, as the recidivism rate for hoarders is nearly 100%. According to a 2019 news report, animal hoarding is a growing problem in Las Vegas.

Research indicates that people who commit violence against animals are prone to other forms of antisocial behavior and criminal violence, especially in the context of domestic violence:

- According to the National District Attorneys Association, when an intimate partner is being battered, an animal companion may be targeted "to maintain silence and compliance from the human victim."

Affiliates:
- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Netherlands
- PETA Foundation (U.K.)

- Studies have shown that up to 75% of battered women with animals say that their abusers had harmed or threatened the animals, and those women are seven to eight times more likely to put off leaving their abusers because of concerns about their animals' welfare.
- Studies have also documented generational cycles of abuse within families: Children who witness violence are more likely to perpetrate it, and those with an early history of animal abuse are more likely to perpetrate interpersonal violence as adults.
- Batterers who also harm animals in the household are more controlling and use more dangerous forms of violence than those who do not.
- A study released in 2020 by the Violence Policy Center ranked Nevada seventh in the nation for its rate of women murdered by men. It was the seventh year in a row that the state had ranked in the top 10 nationwide.

In an effort to protect animals as well as human victims from unnecessary suffering and violence, numerous states—including Louisiana, Utah, and Virginia—have enacted legislation requiring or allowing courts to impose possession bans on offenders convicted of cruelty to animals. **We hope Las Vegas will join them by passing Bill No. 2021-14.**

Thank you for the opportunity to share our position on this important matter and for all the hard work that you do for the residents of Las Vegas.

Most respectfully,

Daphna Nachminovitch
Senior Vice President
Cruelty Investigations Department

Stacey Campbell

From: Politics for Animals <politicsforanimals@yahoo.com>
Sent: Tuesday, May 4, 2021 9:12 PM
To: Meeting Comments
Subject: City Council Meeting, May 5,2021, Agenda Item #33, Bill No. 2021-14

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Dear Mayor Goodman and Las Vegas City Council Members,

Please vote to pass Agenda Item #33 Bill No. 2021-14 with the following amendments :

* Tethering of an animal to be limited to 10 hours in a 24 hour period.

* Unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory

* Temperature restriction of 105 degrees to require a secondary cooling system, such as a misting system, swamp cooler, or portable air conditioner during extreme heat.

Including:

SECTION 1
7.32.160 (A) & (B)

SECTION 2
7.44.040 (B) , (D)item(1) (2) (3)

Thank you for your time and consideration on the important issue.

Sincerely,

Stacia Newman, President
Nevada Political Action for Animals
8635 W. Sahara Avenue # 418
Las Vegas, Nevada 89117

Telephone: 775-419-8076

Stacey Campbell

From: Reina Pacheco <reireina21@gmail.com>
Sent: Wednesday, May 5, 2021 7:11 AM
To: Meeting Comments
Subject: CITY COUNCIL, 5/5/21, AGENDA ITEM #33

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Dear Mayor and Council,

Please vote in favor of Item # 33 With the 3 proposed Amendments on tethering and heat restrictions (Lily's Law.)

We need to do better for our fur babies, we have to stand for them. Please vote in favor. Thank you for your time reading this email.

Thank you,

Reina

Stacey Campbell

From: tracy paz <tracypaz67@gmail.com>
Sent: Wednesday, May 5, 2021 5:00 AM
To: Meeting Comments
Subject: City Council May 5, 2021 Agenda #33 Bill No. 2021-14

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Good day,
I have lived in Nevada for approximately 30 years and have recently become very active in the animal/rescue community. Most of which is because I enjoy doing this. But the other is because of the urgent need for change in our community. And although I love and admire the work that organizations like Nevada Voters for Animals consistently does, we need your help completing this amazing woman's vision.
Almost daily, volunteers are called upon to help a dog left in the heat, or to call AF for suspected animal abuse and/or a welfare check, or to assist an animal because of owner neglect....the list is endless of the exhausting hours spent trying to ensure the welfare and security of animals in our community.
We need your help. We need more consistency in enforcing tethering laws to no more than 10 hours a day and restrictions during National Weather Service Heat Advisory days. These include providing a mandatory secondary cooling system for an animal when temperatures are above 105 degrees and making it unlawful to tether ANY animal during these cruel and grueling hot days.
Too many animals have suffered these harsh injustices and it really takes a mental toll on all of us who are called upon to assist animals who don't deserve these life sentences of torture and abuse by people who are suppose to love and take care of them. Animals deserve better. Lily deserved better.
We are tired, we need your help, and we hope you do the right thing.
Thank you,
Tracy Paz

Stacey Campbell

From: Anna S <annalynstrumm@gmail.com>
Sent: Tuesday, May 4, 2021 2:26 PM
To: Meeting Comments
Subject: IN SUPPORT OF: City Council, May 5, 2021, Agenda Item #33, Bill No. 2021-14

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I support agenda item #33. Please help our fellow animals that share this planet with us.

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). Nevada Revised Statute allows 14 hours of tethering in a 24 hr period.

- Make it unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

- (Lily's law) Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. NLV City Council passed this language in response to death of dog named Lily who died last August, during a heatwave, on the end of a chain.

Thank you!

Stacey Campbell

From: Candy Salinger <acacandy@gmail.com>
Sent: Wednesday, May 5, 2021 7:30 AM
To: Meeting Comments
Subject: City Council Meeting, May 5, 2021, Agenda Item #33, Bill No. 2021-14

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I fully support the following:

Life Saving Animal Protection Ordinances

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). Nevada Revised Statute allows 14 hours of tethering in a 24 hr period.

- Make it unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

- (Lily's law) Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. NLV City Council passed this language in response to the death of a dog named Lily who died last August, during a heatwave, on the end of a chain.

Thank you for your time.
Candy Salinger

Stacey Campbell

From: pawz lives matter <pawzlivesmatter@yahoo.com>
Sent: Tuesday, May 4, 2021 8:15 PM
To: Meeting Comments
Subject: City council meeting 5-5-21, agenda item #33 #2021-14

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Good afternoon,

I am writing in support of this bill to better protect animals from the upcoming heat.
I wish to see the below actions become a law:

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). Nevada Revised Statute allows 14 hours of tethering in a 24 hr period.

- Make it unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

- (Lily's law) Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. NLV City Council passed this language in response to death of dog named Lily who died last August, during a heatwave, on the end of a chain.

Thank You,
Melanie Shayne

Sent from Yahoo Mail for iPhone

Stacey Campbell

From: Kelly Winder <kchance1165@gmail.com>
Sent: Tuesday, May 4, 2021 5:59 AM
To: Meeting Comments
Subject: City Council Meeting, May 5, 2021, Agenda Item #33, Bill No. 2021-14

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I fully support the following:

Life Saving Animal Protection Ordinances

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). Nevada Revised Statute allows 14 hours of tethering in a 24 hr period.

- Make it unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

- (Lily's law) Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. NLV City Council passed this language in response to death of dog named Lily who died last August, during a heatwave, on the end of a chain.

Thank you for your time.

Sincerely,
Kelly Winder
8440 Westcliff Dr
Apt 2056
Las Vegas, Nevada 89145
702-265-4402

Stacey Campbell

From: wylderich@cox.net
Sent: Tuesday, May 4, 2021 11:19 AM
To: Meeting Comments
Subject: City Council, May 5, 2021, Agenda Item #33, Bill No. 2021-14

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Mayor Goodman and Las Vegas City Council Members,

Thank you for this opportunity to comment on Item 33, and thank you especially to Mayor Pro Tem Anthony for proposing the critical changes.

I urge the passage of a reduced tethering time, a ban on tethering during National Heat Advisories and a restriction of 105 degrees requiring secondary cooling. By passing this bill, Las Vegas would join their neighbors in Clark County and North Las Vegas to help reduce the suffering and potential deaths of helpless animals (like Lily, who experienced a prolonged and anguishing death in front of horrified witnesses last August in North Las Vegas during the middle of a heat wave. She was chained and unable to seek protection or escape from the heat).

I would further encourage you to prohibit contact with animals for those who are convicted of certain misdemeanor cruelty charges.

It's incumbent upon us to do better for our Valley's pet population and we know that societies are judged by how they treat the most vulnerable among them. Next to our children, seniors and veterans, our animals must depend upon us – and you, the elected officials – to keep them safe.

Thank you,
Annoula Wylderich
Founder, Animal Protection Affiliates

Stacey Campbell

From: jade wu <allmywebmail@yahoo.com>
Sent: Tuesday, May 4, 2021 8:41 PM
To: Meeting Comments
Subject: City Council, May 5, 2021, Agenda Item #33, Bill No. 2021-14

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I am writing to request the following changes, (Which are to be Read Into the Record on Wednesday as AMENDMENTS & included in Wednesday's Vote), to better protect animals from the coming HEAT:

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). Nevada Revised Statute allows 14 hours of tethering in a 24 hr period.
- Make it unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).
- (Lily's law) Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. NLV City Council passed this language in response to death of dog named Lily who died last August, during a heatwave, on the end of a chain.

thank you
Jade W

Stacey Campbell

From: Lisa <thisislisahi@yahoo.com>
Sent: Tuesday, May 4, 2021 7:35 AM
To: Meeting Comments
Subject: City Council, May 5, 2021, Agenda Item #33, Bill No. 2021-14

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Good morning,

I request the following changes:

- Create consistency across southern NV by limiting tethering of animals to 10 hours in a 24 hour period (as Clark County & NLV have adopted, locally). Nevada Revised Statute allows 14 hours of tethering in a 24 hr period.

- Make it unlawful to tether or chain an animal at all during a National Weather Service Heat Advisory (Which is currently in Clark County Ordinance).

- (Lily's law) Put a temperature restriction of 105 degrees which would trigger secondary cooling requirements such as misting system, swamp cooler, or portable air conditioner during extreme heat. NLV City Council passed this language in response to death of dog named Lily who died last August, during a heatwave, on the end of a chain.

Lisa

Stacey Campbell

From: Kristinochka <kristinka3333@gmail.com>
Sent: Wednesday, May 5, 2021 8:49 AM
To: Meeting Comments
Subject: CITY COUNCIL, 5/5/21, AGENDA ITEM #33

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Dear Mayor and Council,

Please vote in favor of Item 33 With the 3 proposed Amendments on tethering and heat restrictions (Lily's Law.)

Thank you,

Christina Maximova

33

Form Name:	City Council Live
Submission Time:	May 5, 2021 9:57 am
Browser:	Chrome Mobile 87.0.4280.163 / IOS
IP Address:	68.104.69.155
Unique ID:	804379447
Location:	36.178798675537, -115.04959869385

First Name	Kenny
Last Name	Fawkes
City Resident	Yes
Zip Code	88128
Agenda Item Number	33
Choose One	Support
Council Comment	I 100% support these changes, as they are absolutely needed. I only wish the empathy for these pets extended to the unhoused humans of Las Vegas.

PROPOSED FIRST AMENDMENT

BILL NO. 2021-14

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF LVMC TITLE 7 TO UPDATE PROVISIONS REGARDING ANIMAL CRUELTY AND RELATED PENALTIES, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Amends various sections of LVMC Title 7 to update provisions regarding animal cruelty and related penalties.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7, Chapter 32, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.32.130: It shall be unlawful to:

(A) Deprive any animal of necessary sustenance, food, drink or shelter;

(B) Expose any animal to the elements of the weather and to the extremes of heat or cold[;]. Without limiting the general applicability of the preceding language of this Subsection (B), when the temperature is expected to rise above one hundred five degrees Fahrenheit, additional mechanisms appropriate for the animal species, including without limitation misters, swamp coolers or air conditioning, must be provided to allow for the cooling of body temperature and the prevention of overheating;

(C) Fail or refuse to obtain for an animal veterinary care for illness, injury, disease or infirmity; or

(D) Wilfully instigate, engage in, or in any way further an act of cruelty to any animal, or any act to produce such cruelty.

SECTION 2: Title 7, Chapter 32, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.32.160: It [shall be a misdemeanor to confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the Animal Control Officer, or to restrict any animal by leash, cord, or chain

Submitted at City Council
Date 5/5/21 Item 33
By: Staff

of a length deemed insufficient for that type of animal by the Animal Control Officer.] is unlawful to:

(A) Restrain a dog in violation of NRS 574.100;

(B) Confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the Animal Control Officer, or to restrict any animal by leash, cord, or chain of a length deemed insufficient for that type of animal by the Animal Control Officer; or

(C) Tether, tie, chain or use other restraint on a dog for longer than ten hours during a twenty-four hour period or at any time when the National Weather Service issues a heat advisory. This Subsection (C) does not prohibit conduct permitted by NRS 574.100(4) and shall not be deemed to limit the general applicability of Subsection (B).

SECTION 3: Title 7, Chapter 36, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.36.050: Subject to the provisions of LVMC 7.32.160 and applicable State law, [Every] every owner or any person having possession, custody or control of any animal, and [keeps] keeping the same upon premises under [his] the person's control, shall keep the animal restrained by a fence, cage, coop, chain, leash or other adequate means so that [said animal shall] the animal does not leave or escape from the premises upon which it [shall be] is kept; provided, however, that no person shall keep any such animal unless its living area is kept clean and free from offensive odors, animal wastes, rodents, flies, or any other offensive or unwholesome condition.

SECTION 4: Title 7, Chapter 44, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.040: (A) Any person owning, possessing or having the care, custody and control of any animal, who:

(1) Wilfully refuses, fails or neglects to furnish to the Animal Regulation Officer or an Animal Control Officer the information required under this Title;

(2) Wilfully refuses, fails or neglects to cause said animals to be registered and pay said registration fee at the time and in the manner herein provided;

(3) Wilfully refuses, fails or neglects to perform any act or pay any other fee or charge required by this Title to be performed or paid;

(4) Resists, interferes with or prevents the Animal Regulation Officer or an Animal Control Officer in the exercise of their duties; or

(5) Violates any of the provisions of Chapters 7.04 to 7.44, is guilty of a misdemeanor.

(B) Any person who violates any provision of Section 7.32.010, Section 7.32.030, Section 7.32.120, [or] Section 7.32.130, Section 7.32.160, or any provision of Subsections (1), (2), (3) or (5) of NRS 574.100 is guilty of a misdemeanor and:

(1) For the first offense within the immediately preceding seven years, shall be sentenced to imprisonment for a term of not less than two days nor more than six months; the performance of community service of not less than forty-eight hours nor more than one hundred twenty hours, and a fine of not less than two hundred dollars nor more than one thousand dollars. A term of imprisonment imposed pursuant to this paragraph may be served intermittently at the discretion of the judge, except that each period of confinement must be not less than four consecutive hours and must occur at a time when the person is not required to be at his place of employment or on a weekend;

(2) For the second offense or subsequent offense within the immediately preceding seven years, shall be sentenced to imprisonment for a term of not less than ten days nor more than six months; the performance of community service of not less than one hundred hours nor more than two hundred hours, and a fine of not less than five hundred dollars nor more than one thousand dollars.

(C) In addition to any other fine or penalty provided in Subsection (B), a person who violates any provision [of Section 7.32.010 or Section 7.32.130] described in Subsection (B) shall be ordered to pay restitution for all costs associated with the care and impoundment of any mistreated animal, including without limitation money expended for veterinary treatment, feed and housing.

(D) In connection with the imposition of any sentence pursuant to this Section, the court: [may order the defendant to surrender ownership or possession of the mistreated animal.]

(1) May order the defendant to surrender ownership or possession of the mistreated animal;

(2) Except as otherwise provided in Paragraph (3) below, may enter an order prohibiting the defendant from harboring, owning, possessing, keeping or exercising control over any animal; from residing in any household where an animal is present; and from working at or volunteering for a business, animal shelter or other place where the person may access an animal, for a period not to exceed four years; and

(3) In a case where the mistreated animal died as a result of the mistreatment, must enter an order prohibiting the defendant from harboring, owning, possessing, keeping or exercising control over any animal; from residing in any household where an animal is present; and from working at or volunteering for a business, animal shelter or other place where the person may access an animal, for a period of at least two years and not to exceed five years, beginning either on the date of conviction or, in the case of a suspended sentence, at such other time as is determined by the court.

(E) If a person who owns, possesses or has custody, care and control of an animal resists, interferes with or prevents the Animal Regulation Officer or an Animal Control Officer in the exercise of their duties, or violates any of the provisions of Chapters 7.04 to 7.44, inclusive, the animal may be impounded in accordance with the provisions of this Title.

(F) The City is authorized to treat a violation of the following provisions of this Title as a civil infraction, which shall then subject the violator to a civil penalty in accordance with the provisions of Sections 7.44.060 to 7.44.120, inclusive:

(1) Section 7.08.010 (relating to animal licensing);

(2) Section 7.08.090 (relating to license tags);

(3) Section 7.08.140 (relating to dog limitations);

(4) Section 7.08.160 (relating to cat limitations);

(5) Section 7.12.010 (relating to rabies vaccinations);

(6) Section 7.14.010 (relating to unspayed/unneutered animals);

(7) Section 7.20.020 (relating to unspayed female animals during copulating season);

(8) Section 7.36.010 (relating to noise annoyance);

(9) Section 7.36.020 (relating to animal interference, damage, etc.);

(10) Section 7.36.030 (relating to animals at large), if the violation is witnessed by the Animal Regulation Officer or an Animal Control Officer;

(11) Section 7.36.040 (relating to animal waste);

(12) Section 7.36.050 (relating to animal restraint and sanitation);

(13) Section 7.38.040 (relating to hogs and pigs);

(14) Section 7.38.041 (relating to potbellied pigs);

(15) Section 7.38.042 (relating to potbellied pigs);

(16) Section 7.38.043 (relating to potbellied pigs);

(17) Section 7.38.050 (relating to poultry and birds);

(18) Section 7.38.060 (relating to rabbits);

(19) Section 7.38.070 (relating to owner responsibilities); and

(20) Section 7.38.100 (relating to wild animal permits).

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of

such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
34

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-15 - For possible action - Amends LVMC 19.16.010 to add a new subsection to provide authority and standards for granting voluntary expungements of land use approvals. Proposed by: Tom Perrigo, Chief Operations and Development Officer

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
LVMC Title 19 (the Uniform Development Code) generally does not permit more than one comprehensive development plan on any particular site. Historically, this has been monitored and enforced by means of expungement conditions on development approval. However, there has been no formally-established means of allowing a property owner to initiate a voluntary expungement of a previous land use approval. This bill will amend LVMC 19.16.010 to add a new subsection to provide authority and standards for granting such voluntary expungements.

RECOMMENDATION:
ADOPTION at the May 5, 2021 City Council Meeting pursuant to the April 19, 2021 Recommending Committee Meeting.

First Reading – 4/7/2021 First Publication – 4/22/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-15

BILL NO. 2021-15

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 19.16.100 TO ADD A NEW SUBSECTION TO PROVIDE AUTHORITY AND STANDARDS FOR GRANTING VOLUNTARY EXPUNGEMENTS OF LAND USE APPROVALS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Amends LVMC 19.16.100 to add a new subsection to provide authority and standards for granting voluntary expungements of land use approvals.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 16, Section 10, is hereby amended by adding thereto a new Subsection K, reading as follows:

K. Voluntary Expungement of an Approved Land Use

1. Except as allowed under LVMC 19.16.100(K) for concurrent temporary development, this Title does not authorize any parcel of land to be approved for more than one comprehensive development at the same time. This limitation may give rise to requests by property owners to voluntarily expunge their land use approvals.

2. Land use approvals of the following kinds may be voluntarily expunged to allow for additional future development:

a. A land use that is approved with a specified expiration period may be voluntarily expunged prior to exercising the entitlement.

b. A land use may be voluntarily expunged as part of a new request that would replace the existing entitlement.

c. A land use that has been exercised, but may expire in the future, may be voluntarily expunged if it is not currently used and will not be used in the future.

d. A nonconforming land use may be voluntarily expunged if it is not currently used and will not be used in the future.

3. Request for Expungement

a. A written request for voluntary expungement may be included within or as part of the submittal of a new land use application, or may be submitted to the Director separately. The request shall include:

i. The reason for expungement; and

ii. A statement acknowledging that the applicant is willingly surrendering all rights to the subject land use, including but not limited to any time otherwise allotted in this title to re-establish the use due to discontinuation or abandonment.

b. The written request shall be accompanied by an application signed by the property owner or, in the case of a land use approval concerning multiple parcels, a separate application signed by a property owner for each individual property. In the case of multiple ownership of a single parcel, only one of the owners of record shall be required to sign the request. A list of all other owners shall be provided with the application. The application shall be notarized prior to submittal.

4. Granting of Expungement

a. The Director shall consider the request and, if the Director approves the request, shall provide a letter acknowledging the expungement and noting the effective date.

b. If the request is part of a new land use application submittal, the existing land use(s) may be expunged by a condition of approval that is effective on the date of final action approval for the new application.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.16.010 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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-29-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
35

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-16 - For possible action - Amends LVMC 19.12.070 regarding the location of taverns to allow a waiver from the normal distance separation requirements for proposed tavern locations that are within certain distances from the US 95 Freeway and another major thoroughfare of a specified width and character. Sponsored by: Councilwoman Michele Fiore

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
LVMC Title 19 (the Uniform Development Code) establishes distance separation requirements for taverns in relation to other taverns and in relation to certain protected uses. The Code also allows for the waiver of those requirements under certain specified circumstances. This bill will amend LVMC 19.12.070 to allow such a waiver for proposed tavern locations that are within certain distances from the US 95 Freeway and another major thoroughfare of a specified width and character.

RECOMMENDATION:
ADOPTION at the May 5, 2021 City Council Meeting pursuant to the April 19, 2021 Recommending Committee Meeting.

First Reading – 4/7/2021 First Publication – 4/22/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-16
2. Submitted after Final Agenda – Documentation Not Vetted – Protest Comments
3. Submitted at Meeting – E-comments

BILL NO. 2021-16

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 19.12.070 REGARDING THE LOCATION OF TAVERNS TO ALLOW A WAIVER FROM THE NORMAL DISTANCE SEPARATION REQUIREMENTS FOR PROPOSED TAVERN LOCATIONS THAT ARE WITHIN CERTAIN DISTANCES FROM THE US 95 FREEWAY AND ANOTHER MAJOR THOROUGHFARE OF A SPECIFIED WIDTH AND CHARACTER, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends LVMC 19.12.070 regarding the location of taverns to allow a waiver from the normal distance separation requirements for proposed tavern locations that are within certain distances from the US 95 Freeway and another major thoroughfare of a specified width and character.

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 70, is hereby amended by amending the entry for the use "Liquor Establishment (Tavern)" so that the Minimum Special Use Permit Requirements for that use read as follows:

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum distance separation between liquor establishments (tavern), and a minimum distance separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided in these Requirements, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church/house of worship, school, individual care center licensed for more than 12

children, or City park.

2. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

3. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:

a. Will be located on a parcel within the C-V District, the Market District or Symphony Park District as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B), the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;

b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark;

c. Will be located within a regional mall; or

d. Will be located within a mixed-use development:

i. That has been approved by means of Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;

ii. That has a minimum net site area of 15 acres; and

iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet;

e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet;

f. Will have a general on-sale alcoholic beverage license operated in conjunction with an establishment listed in LVMC 6.50.060; **[**or**]**

g. Will have a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253**[**.**]**; or

h. Will be located on a parcel that is:

i. Adjacent to a right-of-way of at least 200 feet in width that is not a freeway or an

expressway (as defined by LVMC 13.12.040(A)); and

ii. Within 1500 feet of the US 95 Freeway right-of-way boundary as defined by the Nevada Department of Transportation.

*4. The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-23-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

Cheyenne LaRance

From: Office of the Mayor
Sent: Monday, May 3, 2021 3:34 PM
To: City Clerk, Deputies
Subject: FW: Bill NO. 2021-16

Received for the record.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Jpoteete43 <jpoteete43@aol.com>
Sent: Monday, May 3, 2021 1:49 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: Bill NO. 2021-16

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear Carolyn Goodman,

This Wednesday, May 5 at the City of Las Vegas Council meeting, Bill No. 2021-16 will be heard for passage. Please vote NO. That stretch of I-95 between Kyle Canyon Rd. and the Indian Springs is already called the "Widow Maker" due to numerous traffic deaths. We do not need more taverns or bars available to add to death count.

The laws are in place to allow for a balance of services to be available and the current laws provide for enough opportunity for taverns to open.

Thank you for reading this.

Judy Poteete
Concerned citizen

Submitted after final agenda
35

Cheyenne LaRance

From: Stacey Campbell
Sent: Monday, May 3, 2021 3:38 PM
To: Office of the Mayor; City Clerk, Deputies
Subject: Re: Urgent: Vote No on Bill 2021-16 Item 35 on Wednesday Agenda.

Received, thanks.

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Sent: Monday, May 3, 2021 3:36:27 PM
To: Stacey Campbell <slcampbell@LasVegasNevada.GOV>
Subject: FW: Urgent: Vote No on Bill 2021-16 Item 35 on Wednesday Agenda.

Another.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Lisa Mayo-DeRiso <mayoderiso@gmail.com>
Sent: Monday, May 3, 2021 7:19 AM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: Urgent: Vote No on Bill 2021-16 Item 35 on Wednesday Agenda.

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear Madam Mayor,

Good Morning. I am writing to you today to ask you to vote no on item 35 on this week's City Council agenda, Bill No. 2021-16.

Here are my reasons for you to consider not voting for this bill on Wednesday.

1. There has been no notice to anyone in this area that this bill impacts. The Mt. Charleston, Kyle Canyon, and Providence residents had no idea this was on the agenda. I notified those I knew, so some will weigh in. Kyle Canyon and Mt. Charleston residents, local visitors, and tourists will have to share the road with up to 10 TAVERN customers. These TAVERNS will be located within 1500 feet of the intersection and have no required distance separation from one another. If neighbors oppose them, this bill requires them to have to show up and protest the applications individually, because the Planning Commission and City Council have the final discretion to waive the distance separations. It is NO LONGER THE LAW to require the safety measure of 1500 foot separation between TAVERNS on these designated parcels. If neighbors miss one and there is no opposition, we all know it will pass. The very foundation of good zoning law is that residents have a known and firm law that protects their community. Knowing that the law exists and that they can depend on it to not be waived unless they are notified, is the very essence of responsible growth and zoning. This bill removes the security and reliable zoning that we all have to come to rely on.

2. Last week the City Council passed Kyle Canyon Gateway, approximately 1,000 dwelling units DIRECTLY ACROSS FROM THESE TAVERN PARCELS?? The very reason for the Liquor Establishment (Tavern) separation laws are to protect neighborhoods, kids and families, this bill negates the duty of the City to protect these future residents.

2. This is spot zoning. It appears this Bill is to appease Michael Sweker of CM Sagebrush. He is shoe-horning in a Tavern where three (3) already exist that meet the 1,500 foot separation law. His however, will not need to meet the separation requirement, and a potential six (6) more TAVERNS at that intersection will also have a chance at a waiver. Again, we all know if there is no opposition and outcry, they will pass.

3. I for one, do not believe that a highly concentrated area of Taverns whose customers will commingle with traffic that is headed to and from our beautiful outdoor recreation areas off of Kyle Canyon Road, is needed or acceptable. The propensity for traffic and drivers being intoxicated will increase substantially. This is a risk we as a community cannot tolerate.

4. In addition, what precedence does this bill set for other adult use applications, such as Cannabis, that are always looking to expand and seek more locations, but are limited due to the protection of our kids, our churches, our park, and schools. The other Wards in the city already struggle with distance separation issues. They don't need this as a precedent.

I respectfully ask that you deny this bill and keep this area of our community under the same safeguards the City declares as their responsibility to protect public health, safety and the general welfare of its residents.

Thank you,

Respectfully,

Lisa Mayo-DeRiso
President/CEO
Mayo & Associates |
OnPoint Campaigns | First Tuesday|

Las Vegas, Nevada
Integrated Marketing Communications, Political Campaign Management, Business and Government Consulting
Mobile 702.403.7779
mayoderiso@gmail.com
https://about.me/lisa.mayo

"If I was down to my last dollar, I would spend it on public relations."..... Bill Gates
"The purpose of business is to create a customer"...Peter Drucker

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Cheyenne LaRance

From: Office of the Mayor
Sent: Tuesday, May 4, 2021 8:47 AM
To: City Clerk, Deputies
Subject: FW: 2021-16 - Urgent request
Attachments: Ltr Mayor Goodman re 2021-16.pdf

Importance: High

For the record, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Joan Eddowes <jeddowes@outlook.com>
Sent: Monday, May 3, 2021 1:44 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>; Ward 1 <Ward1@LasVegasNevada.GOV>; Ward 2 Staff <ward2@LasVegasNevada.GOV>; Ward 3 <Ward3@LasVegasNevada.GOV>; Ward 4 e-newsletter <Ward4newsletter@LasVegasNevada.GOV>; Cedric Crear <ccrear@LasVegasNevada.GOV>; Michele Fiore <mfiore@LasVegasNevada.GOV>
Cc: 'sheverly409@cs.com' <sheverly409@cs.com>; Robert Schroeder <schroeder52@cox.net>
Subject: 2021-16 - Urgent request
Importance: High

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Good Day Mayor Goodman and Council members. Please see attached letter from STOP DUI, Inc. Nevada, Sandy Heverly, regarding the proposed 2021-16.

Thank you for considering this request.

Joan Eddowes,
Executive Secretary
STOP DUI, Inc. Nevada
Co-founder/Victim Advocate

STOP

A Nevada grassroots nonprofit organization dedicated to stopping the violent crime of driving under the influence and assisting the innocent victims of this crime.

May 3, 2021

Honorable Carolyn Goodman
Las Vegas City Hall
495 S Main St.
Las Vegas, NV 89101

RE: 2021-16

Dear Mayor Goodman and Council members:

By way of introduction my name is Sandy Heverly and I'm the Executive Director and Victim Advocate for STOP DUI, Nevada. I'm writing on behalf of STOP DUI and the thousands of innocent DUI victims we represent, to oppose 2021-16.

Each day in this country, 749 Men, women, and children are killed and injured in alcohol related crashes. Sadly, Nevada lives have contributed to that senseless carnage. The financial cost to Nevada is 1.1 billion dollars per year. The cost to the innocent victims of this violent crime is immeasurable.

We believe reducing the currant required distance between additional liquor establishments/bars/taverns will add to the potential of more DUI crashes in those areas. Especially the ones proposed to locate near Kyle Canyon Road. Thousands of locals and visitors travel SR 157 each year. NDOC dedicated SR157 to the innocent victims of DUI crashes on October 10, 2019.

Passage of 2021-16 will also set a precedent for marijuana shop applicants. More than half of the defendants who attend our Victim Impact Program are there due to DUI marijuana.

We have more bars/taverns in Las Vegas than churches and schools combined. When is enough, enough? Free enterprise and progress is wonderful, but not when it becomes a public safety concern. This, we believe, poses a public safety concern on many levels.

STOP DUI Nevada respectfully requests you **VOTE NO** on 2021-16.

Thank you for taking the time to consider our thoughts and concerns with this matter.

Respectfully,

Sandy Heverly
Executive Director/Victim Advocate
Co founder, STOP DUI NEVADA
(702) 376-1238
www.stopdui.org

SH/jee

35

Stacey Campbell

From: Rocky Racoon <lfconfer@gmail.com>
Sent: Tuesday, May 4, 2021 5:46 PM
To: Michele Fiore; Cedric Crear; Ward 4 e-newsletter; Ward 3; Ward 2 Staff; Ward 1; Office of the Mayor; Meeting Comments
Subject: Bill No. 2021-16

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Dear Council Members,

I strongly oppose Bill No. 2021-16.

We do not need this change to our zoning procedures. Carving out this special interest bill weakens our zoning protections and does nothing to advance reasonable growth for our valley.

Please read these comments into the May 5, 2021 council meeting for Agenda item 35.

Sincerely,

Larry Confer

...mitted at City Council
Date 5/5/21 Item 35
By: E-comments

Stacey Campbell

From: Roberta Dunn <nevadawoods51@gmail.com>
Sent: Tuesday, May 4, 2021 3:28 PM
To: Meeting Comments
Subject: NO ON BILL #2021-16

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Please vote no on the above bill concerning waiving the current distance for taverns. One is especially concerning at Kyle Canyon Road and 95. We already experience accidents and problems on this road.due to the massive amount of visitors to Mount Charleston yearly. We do not need inebriated patons from taverns to add to this issue. We have limited police on the mountain due to it being based on population and not the tourists. Our small number of police are overextended as their area not only includes the canyons of Kyle and Lee but also Cold Creek and Indian Springs. It often takes them an hour to respond to an issue on the mountain due to their being at one of the outlying locations. Kyle Canyon Road is a two lane road and often traffic is already backed up as far as the Durango exit on busy days. Adding tavern traffic is just asking for serious trouble. Thank you for your consideration.

Sincerely,

Roberta Dunn

Las Vegas City Council,
495 S Main St.
Las Vegas, NV 89101

May 5, 2021

To Mayor Goodman and Council members,

At Save Red Rock, safety is at the core of our organization. For 20 years, we have been working toward safer roads to ensure every cyclist, pedestrian, and driver makes it home at the end of the day. That is why we cannot support Bill No. 2021-16.

If passed, the bill will expand the number of taverns along Kyle Canyon up to 10. This concentrated area will cause serious traffic hazards that puts cyclists at risk.

Save Red Rock, in partnership with the Southern Nevada Bicycle Coalition recently announced part two of our road safety awareness campaign entitled, "know before you go." This campaign provides cyclists with five points of safety: protect your head, be visible, use bicycle-friendly routes, be predictable, and ride defensively. We believe this education campaign is vital to keep cyclists safe on our daily roadways; however, this education is useless if drunk drivers are on the roads.

During the pandemic, a record number of Nevadans have started exploring the outdoors, including Mount Charleston. With so many new cyclists on the road, additional dangers, including these taverns, could cause injuries and deaths. We respectfully ask that you pull this item and keep this area of our community safe.

Sincerely,

Save Red Rock
Board of Directors

Heather Fisher
President
Pauline Van Betten
Executive Director
Sarah McCrea
Secretary
Sheila Billingsley
Treasurer

Save Red Rock Canyon Community Development Corporation | 501(c)3 Non-Profit
Post Office Box 59 | Blue Diamond, Nevada, 89135 | 702-518-1954 | www.SaveRedRock.com | info@saveredrock.com

Stacey Campbell

From: Chris Giunchigliani <chrisgfornv@gmail.com>
Sent: Tuesday, May 4, 2021 7:31 AM
To: Meeting Comments
Subject: Re: Zoning mtng, Wed. 5/5/21, Item 35

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For public record

An ordinance proposed by Councilwoman Fiore.
My comments are below.

This ordinance is unnecessary and can lead to harm. Years ago, I opposed the housing developments, commercial sites and casino when Councilman Ross allowed it to be approved. The homes you approved last week are adding to sprawl and impacts the rural character, leads to more traffic congestion and sucks up more water than we have.

Now this ordinance comes along and looks like it's to benefit a specific tavern owner or owners by removing the distance requirement. Further, it could be spot zoning. Passage of this further impacts those of us with homes in upper Kyle. The proliferation of alcohol establishments can cause more accidents because of the ease of access to alcohol, makes it too available for people driving up the hill and impacts police and fire calls for service as well.

There is no cause to make this change and I ask that you vote No.
my cell is 702-521-1663 If you have any questions.

Sincerely,
Chris Giunchigliani

Sent from my iPad

Stacey Campbell

From: Michael Haji-Sheikh <mhsheikh25@gmail.com>
Sent: Monday, May 3, 2021 3:57 PM
To: Meeting Comments
Subject: Item 35 Bill no, 2021-16 to amend LVMC19.12.070.

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Please read this at the May 5, 2021 Council meeting. I spent many years riding and racing my bicycles. I have ridden across Europe and participated in races. I moved to Mount Charleston for the beauty, serenity, and exercise that can be found here. It has come to my attention that you are wanting to make an exception to allow taverns to be much closer together – Bill no, 2021-16 to amend LVMC19.12.070. Are you aware that highway 157 is an extremely popular place for bike riders and joggers? The change in elevation is important for training whether it is for distance or speed. My concern is that having more taverns will increase the number of impaired drivers on 157 and make it more dangerous for bike riders and joggers. Recently an impaired driver plowed through a group of cyclists and killed 5 riders and injured 4 other riders – this bill will increase the probability of this type of event repeating itself. This decision could put the City in an uncomfortable position of being forewarned of this danger yet plowing ahead. Additionally, riders use the Rideshare lot at SR157 and Oso Blanco to park their cars and the loss of this lot will create traffic challenges. This lot is used because there is no other place to park – not even a shoulder - at the bottom of 157.

Michael Haji-Sheikh

Please read this aloud at the City Council Meeting on Wednesday, May 5, 2021during public comment regarding item 35, Bill no, 2021-16 to amend LVMC19.12.070

Madam Mayor and City Council members thank you for hearing my concerns. I am a homeowner in Las Vegas and my son is currently living there. I also have a home in Mount Charleston where I am currently living. My concerns with item 35, Bill No. 2021-16 to amend LVMC 19.12.070.

Think of a capital letter H. Highways 156/ Lee Canyon and 157/Kyle Canyon are the legs (both 2 lane roads with no turn-offs for most of the length and no real shoulder) with 158/Deer Creek being the crossbar. In the past few years, we have had 2 major fires where these highways were a critical means of escape, but my concerns don't end there. Highway 157 was designated on October 10, 2019 as the DUI Victims Memorial Highway due to the high number of accidents caused by intoxicated drivers. Quotes from the Las Vegas Review Journal on 10/10/19:

"During the month of December, we have our fatal victim memorial signs that line both sides of this highway, but we've never been able to show recognition for our injured victims...This is what was so exciting about this sign because it is inclusive of not only those that were killed, but those that were injured as well."

"...the sign on state Route 157 will serve as a reminder for those driving up to Mount Charleston for a fun night away...Anybody who's from here knows that a lot of people drive up to the mountain to drink, then drive home,"

Highway 95 which is at approximately 2,100 feet in elevation, the trails, restaurants, hotel, and ski lodge are at between 7,000+ feet elevation up to 11, 900+ feet on the highest trail. For comparison Pikes Peak tops out at 14,115 feet. The change in altitude on 157 in only 20 miles is nearly a rise 260 feet per mile. The elevation is important because of the way alcohol affects the human body changes. 2 or 3 drinks taken at high altitude are equivalent to 5 or 6 drinks. We have people every day that think it is cool to drive and look at the mountains. We have 25,000 cars on busy weekends. Adding to the density of bars will only increase these problems.

Human lives aren't the only lives lost. There are often burros on the land at the beginning of 157. There are signs all along 157 warning of deer, burros, and horses – deer weigh 150-300 pounds, burros weigh 500 pounds, and horses weigh 700-1000 pounds. All of these animal travel in groups. We also have smaller animals including rabbits and other rodents, foxes, squirrels and other. Who hasn't swerved to miss a small animal? Remember highway 157 is only 2 lanes with no real shoulder. We lose many animals from vehicle accidents each year.

Finally, we do not have the emergency responders for an increase in calls. We are under-staffed as it is with only 3 Metro officers and 2 highway patrol on duty at most for a territory from Mount Charleston including all of the Spring Mountains to Cold Creek to Indian Springs. So, an accident on 157 may take a longer time if responders are in Indian Springs on another matter. The Fire Department on Mount Charleston is staffed by 50% volunteers.

Changing from the current density for bars to increase the number of bars will only make these problems worse and you are setting a precedent by allowing this type of a special use bill that will have ramifications all over the city for years. Thank you and please vote NO.

Misty Haji-Sheikh

STOP

A Nevada grassroots nonprofit organization dedicated to stopping the violent crime of driving under the influence and assisting the innocent victims of this crime.

May 3, 2021

Honorable Carolyn Goodman
Las Vegas City Hall
495 S Main St.
Las Vegas, NV 89101

RE: 2021-16

Dear Mayor Goodman and Council members:

By way of introduction my name is Sandy Heverly and I'm the Executive Director and Victim Advocate for STOP DUI, Nevada. I'm writing on behalf of STOP DUI and the thousands of innocent DUI victims we represent, to oppose 2021-16.

Each day in this country, 749 Men, women, and children are killed and injured in alcohol related crashes. Sadly, Nevada lives have contributed to that senseless carnage. The financial cost to Nevada is 1.1 billion dollars per year. The cost to the innocent victims of this violent crime is immeasurable.

We believe reducing the currant required distance between additional liquor establishments/bars/taverns will add to the potential of more DUI crashes in those areas. Especially the ones proposed to locate near Kyle Canyon Road. Thousands of locals and visitors travel SR 157 each year. NDOC dedicated SR157 to the innocent victims of DUI crashes on October 10, 2019.

Passage of 2021-16 will also set a precedent for marijuana shop applicants. More than half of the defendants who attend our Victim Impact Program are there due to DUI marijuana.

We have more bars/taverns in Las Vegas than churches and schools combined. When is enough, enough? Free enterprise and progress is wonderful, but not when it becomes a public safety concern. This, we believe, poses a public safety concern on many levels.

STOP DUI Nevada respectfully requests you **VOTE NO** on 2021-16.

Thank you for taking the time to consider our thoughts and concerns with this matter.

Respectfully,

Sandy Heverly
Executive Director/Victim Advocate
Co founder, STOP DUI NEVADA
(702) 376-1238
www.stopdui.org

SH/jee

Stacey Campbell

Subject: FW: Bill 2021-16

From: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Sent: Tuesday, May 4, 2021 2:21 PM
To: Stacey Campbell <slcampbell@LasVegasNevada.GOV>
Subject: FW: Bill 2021-16

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

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From: kim koster <kim@busterrhinos.com>
Sent: Tuesday, May 4, 2021 2:17 PM
To: Michele Fiore <mfiore@LasVegasNevada.GOV>; Cedric Crear <ccrear@LasVegasNevada.GOV>; Ward 4 e-newsletter <Ward4newsletter@LasVegasNevada.GOV>; Ward 3 <Ward3@LasVegasNevada.GOV>; Office of the Mayor <officeofthemayor@lasvegasnevada.gov>; Ward 1 <Ward1@LasVegasNevada.GOV>; Ward 2 Staff <ward2@LasVegasNevada.GOV>
Subject: Bill 2021-16

I am firmly opposed to any lessening or removing of distance requirements for taverns. The current zoning laws were put in place to protect & promote public health, safety, and general welfare. There is absolutely no legitimate reason why an exception should be carved out for a small area or individual applicants. The same reasoning should apply to this area as every other area.
Residents of the area don't want or need taverns all over the place. There are numerous other businesses and services that would be of more use & benefit to the community.
This area is also a particularly bad spot for people to be drinking and driving, which multiple taverns would obviously contribute to. Even the idea of placing multiple taverns close to Hwy 157, a DUI Victim Memorial Highway which was previously one of the most deadly roads in Nevada due to drunk drivers is just wrong. Hwy 157 is NOT like the rest of the roads in town. It's steep, winding roads into the mountains, and poses challenges even to sober drivers. Those challenges are multiplied greatly in times of snow and ice. It can't be denied that some of the tavern patrons will get the bright idea to take a drive up into the mountains.
Both the residents and the millions of visitors to the mountain every year deserve the same protections as not only every other City resident but every other County resident as well.
Changing or eliminating the distance restrictions for this area for taverns would pose unacceptable risks, serves no purpose whatsoever beyond a business opportunity for certain individuals, and does absolutely nothing of value for the community. Laws and zoning ordinances are supposed to be there for the greater good and afford protections. They shouldn't be able to be changed or removed on a whim to suit individual applicants. It is a horribly negligent idea, and I truly hope you'll turn down this.
Kim Koster
Mt Charleston Resident
89124

Stacey Campbell

From: Karen Livingston <kdlivingston@icloud.com>
Sent: Tuesday, May 4, 2021 4:55 PM
To: Meeting Comments
Subject: City Council Meeting, #35 Bill 2021-16

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Please read the following at Wednesday, 5, 2021 Las Vegas City Council meeting regarding Agenda item 35, Bill2021-16

Please vote **NO** on Bill 2021-16 as it is not in the public interest to approve it. Distance separation zoning is always a controversial area as it relates to taverns, adult entertainment establishments, and marijuana. Bill 2021-16 makes it easier to waive a condition that the public relies upon to protect our children, churches and schools. Also, I consider this bill to be an attempt at spot zoning since it will only effect properties located at Kyle Canyon Road and Hwy 95, and at North Rancho Road and Hwy 95. Since when does the City of Las Vegas pass a bill to allow spot zoning, especially when it will have adverse effects on our community. The traffic on Kyle Canyon road has become unbelievably heavy over the years and now the passage of this bill would effectively allow intoxicated customers from multiple taverns to be on that same road too. Passage of this bill is a recipe for disaster!

Please vote NO on Bill 202116

Karen Livingston

Sent from my iPad

Stacey Campbell

From: Lisa Mayo-DeRiso <mayoderiso@gmail.com>
Sent: Monday, May 3, 2021 1:03 PM
To: Meeting Comments
Subject: Vote No on Item 35, Bill No. 2021-16

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Dear Mayor and Council.,

Good Morning. I am writing to you today to ask you to vote no on item 35 today on the City Council agenda, Bill No. 2021-16.

Here are my reasons for you to consider not voting for this bill:

1. There has been no notice to anyone in this area that this bill impacts. The Mt. Charleston, Kyle Canyon, and Providence residents had no idea this was on the agenda. I notified those I knew, so some will weigh in. Kyle Canyon and Mt. Charleston residents, local visitors, and tourists will have to share the road with up to 10 TAVERN customers. These TAVERNS will be located within 1500 feet of the intersection and have no required distance separation from one another. If neighbors oppose them, this bill requires them to have to show up and protest the applications individually, because the Planning Commission and City Council have the final discretion to waive the distance separations. It is NO LONGER THE LAW to require the safety measure of 1500 foot separation between TAVERNS on these designated parcels. If neighbors miss one and there is no opposition, we all know it will pass. The very foundation of good zoning law is that residents have a known and firm law that protects their community. Knowing that the law exists and that they can depend on it to not be waived unless they are notified, is the very essence of

responsible growth and zoning. This bill removes the security and reliable zoning that we all have to come to rely on.

2. Last week the City Council passed Kyle Canyon Gateway, approximately 1,000 dwelling units DIRECTLY ACROSS FROM THESE TAVERN PARCELS?? The very reason for the Liquor Establishment (Tavern) separation laws are to protect neighborhoods, kids and families, this bill negates the duty of the City to protect these future residents.

2. This is spot zoning. It appears this Bill is to appease Michael Sweker of CM Sagebrush. He is shoe-horning in a Tavern where three (3) already exist that meet the 1,500 foot separation law. His however, will not need to meet the separation requirement, and a potential six (6) more TAVERNS at that intersection will also have a chance at a waiver. Again, we all know if there is no opposition and outcry, they will pass.

3. I for one, do not believe that a highly concentrated area of Taverns whose customers will commingle with traffic that is headed to and from our beautiful outdoor recreation areas off of Kyle Canyon Road, is needed or acceptable. The propensity for traffic and drivers being intoxicated will increase substantially. This is a risk we as a community cannot tolerate.

4. In addition, what precedence does this bill set for other adult use applications, such as Cannabis, that are always looking to expand and seek more locations, but are limited due to the protection of our kids, our churches, our park, and schools. The other Wards in the city already struggle with distance separation issues. They don't need this as a precedent.

I respectfully ask that you deny this bill and keep this area of our community under the same safeguards the City declares as their responsibility to protect public health, safety and the general welfare of its residents.

Thank you,

Respectfully,

Lisa Mayo-DeRiso
President/CEO
Mayo & Associates |
OnPoint Campaigns | First Tuesday|

Las Vegas, Nevada
Integrated Marketing Communications, Political Campaign Management, Business and Government Consulting
Mobile 702.403.7779
mayoderiso@gmail.com
https://about.me/lisa.mayo

"If I was down to my last dollar, I would spend it on public relations."..... Bill Gates
"The purpose of business is to create a customer"...Peter Drucker

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Stacey Campbell

From: Office of the Mayor
Sent: Monday, May 3, 2021 3:34 PM
To: City Clerk, Deputies
Subject: FW: Bill NO. 2021-16

Received for the record.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

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From: Jpoteete43 <jpoteete43@aol.com>
Sent: Monday, May 3, 2021 1:49 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: Bill NO. 2021-16

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Dear Carolyn Goodman,

This Wednesday, May 5 at the City of Las Vegas Council meeting, Bill No. 2021-16 will be heard for passage. Please vote NO. That stretch of I-95 between Kyle Canyon Rd. and the Indian Springs is already called the "Widow Maker" due to numerous traffic deaths. We do not need more taverns or bars available to add to death count.

The laws are in place to allow for a balance of services to be available and the current laws provide for enough opportunity for taverns to open.

Thank you for reading this.

Judy Poteete
Concerned citizen

Stacey Campbell

From: Matthew Pruitt <matthewmpruitt@gmail.com>
Sent: Tuesday, May 4, 2021 4:52 PM
To: Office of the Mayor; Ward 1; Ward 2 Staff; Ward 3; Ward 4 e-newsletter; Cedric Crear; Michele Fiore; Meeting Comments
Subject: NO ON BILL# 2021-16

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Dear Mayor and Council,

I am a landowner in the process of building a home off of Kyle Canyon Road. I have reviewed Bill #2021-16 and am concerned with its impact on the Kyle Canyon community. We already hear about auto/pedestrian accidents along Kyle Canyon, with a kid being hit near the subject intersection just a month ago. Kyle Canyon is the wrong place to have taverns, and particularly a wrong place to increase their density. Kyle Canyon Rd is a highway with no street lights or stop lights. Residents of Kyle Canyon would like it to stay that way.

Yet, with increased traffic brought by the new development it will become even more dangerous for us and other residents to turn out onto the highway. Adding taverns and drinking establishments will only increase those dangers.

If there is to be commercial development along Kyle Canyon Road, it should be limited to a small grocery store and gas station. Leave the rest to residential development to maintain the tranquil atmosphere.

Finally, if you insist on passing this bill, despite the objections, please consider modifying it with the following requirements: (1) restricting vehicle access to the tavern from a major highway like Kyle Canyon Road (instead route them through side streets like Oso Blanco), (2) stringent screening and design requirements to keep the entrance to the Kyle Canyon area neat and pleasant for decades to come (should include natural desert plants - and PLEASE, NO PALM TREES), and (3) requiring enhanced measures to ensure that all patrons leaving the tavern with car keys are below the legal limit (patrons should check in their keys before being served).

Please keep our area safe and beautiful, and do not allow the appeasement of one tavern to lead to the denigration of an entire area, which is the entry place to one of the only green mountain regions of Southern Nevada that residents are able to enjoy.

Thank you,
Matthew Pruitt, Esq.
702-574-2341

Stacey Campbell

Subject: FW: Vote NO - Bill # 2021-16

-----Original Message-----
From: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Sent: Tuesday, May 4, 2021 8:52 AM
To: Stacey Campbell <slcampbell@LasVegasNevada.GOV>
Subject: FW: Vote NO - Bill # 2021-16

Another...

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

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-----Original Message-----
From: Rena S <renasc_2000@yahoo.com>
Sent: Sunday, May 2, 2021 8:17 AM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: Vote NO - Bill # 2021-16

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Bill No. 2021-16 will be heard for passage. Please vote NO to stop this Bill.

The bill sponsor, Councilwoman Fiore, wants to allow for an additional situation that will qualify for a WAIVER of the distance separation requirement for Liquor Establishment (Tavern). Currently this Bill will allow 12-parcels, and their TAVERN applicants to be allowed a waiver of the 1500 foot distance from other TAVERNS regulation. Specifically in TWO (2) areas; Kyle Canyon Road and the US 95 and Rancho Drive and the US 95. Fiore is asking to change, forever, the distance separation for 12 parcels.

Since when do we adopt SPOT-ZONING for one applicant? This is to appease ONE APPLICANT. CM Sagebrush and a Micheal Sweker.

Thank you,
Rena Schoonmaker

Stacey Campbell

From: Brittanys Hotmail <brittomfmlv@hotmail.com>
Sent: Tuesday, May 4, 2021 9:30 PM
To: Office of the Mayor; Ward 1; Ward 2 Staff; Ward 3; Cedric Crear; Michele Fiore; Meeting Comments
Subject: Opposition to 35. Bill No. 202116 ATTN: City Clerk

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

ATTN: City Clerk – City Council 5.5.21, Item 35 Bill No. 202116

Gooday Council Members & City Clerk,

Please let this serve as formal resident comment in opposition to Item 35 Bill No. 202116 to reduce or remove existing distance separation requirements for Tavern uses on Kyle Canyon Road. I am a resident of Ward 6 and feel we are well served in this area and do not need a higher concentration of these establishments in that area. I think this is especially true on Kyle Canyon Road as it serves as the gateway to Kyle Canyon where hikers, bicyclists and outdoor recreation users could be subject to increased impaired drivers, reduced police presence and potentially dangerous conditions as seen with the cyclists recently killed by an impaired motorist. I urge Council to vote No on item #35. Please read this into the record.

Thank you,
Brittany Toth
Rusty Rifle Ave, Las Vegas NV 89143

35. Bill No. 202116 For possible action -
Amends LVMC 19.12.070 regarding the location of taverns to allow a waiver
from the normal distance separation requirements for proposed tavern locations that are within certain distan ces
from the US 95 Freeway and another major thoroughfare of a specified width and character. Sponsored by: Councilwoman Michele Fiore 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. 36. Bill No. 202117 -
Authorizes, on a temporary basis, the waiver of origination charges for certain types of new
alcoholic beverage licenses for qualifying businesses to be located within a downtown area referred to as Las Vegas Brewery Row. Sponsored by: Councilwoman Olivia Díaz 37. Bill No. 202118 -
Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485
Alta Drive (Landscape Maintenance FY2022); providing for the payment of the costs and expenses of maintaini ng
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 38.
Bill No. 202119 Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516
Fremont Street Maintenance District FY2022 (Las Vegas Boulevard to 8th Street); providing for the payment of

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
36

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-17 - Authorizes, on a temporary basis, the waiver of origination charges for certain types of new alcoholic beverage licenses for qualifying businesses to be located within a downtown area referred to as Las Vegas Brewery Row. Sponsored by: Councilwoman Olivia Díaz

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will authorize, on a temporary basis, the waiver of origination charges for certain types of new alcoholic beverage licenses for qualifying businesses to be located within a downtown area referred to as Las Vegas Brewery Row. This is similar to other temporary programs that have been instituted in various areas of the City to encourage the establishment of new businesses of types that correspond to the areas in question. The general location of Las Vegas Brewery Row is the area bounded by the right-of-way line of the Union Pacific Railroad on the west, Bonneville Avenue on the north, Las Vegas Boulevard South on the east, and Oakey Boulevard on the south.

RECOMMENDATION:
ADOPTION at the May 19, 2021 City Council Meeting as a First Amendment pursuant to the May 5, 2021 Recommending Committee Meeting

First Reading – 4/21/2021 First Publication – 5/6/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-17

BILL NO. 2021-17

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE, ON A TEMPORARY BASIS, THE WAIVER OF ORIGINATION CHARGES FOR CERTAIN TYPES OF NEW ALCOHOLIC BEVERAGE LICENSES FOR QUALIFYING BUSINESSES TO BE LOCATED WITHIN A DOWNTOWN AREA REFERRED TO AS LAS VEGAS BREWERY ROW, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Olivia Díaz

Summary: Authorizes, on a temporary basis, the waiver of origination charges for certain types of new alcoholic beverage licenses for qualifying businesses to be located within a downtown area referred to as Las Vegas Brewery Row.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: In order to encourage the opening of certain types of new businesses within a particular downtown area of Las Vegas, and in accordance with the provisions of this Ordinance, the Department of Planning may waive origination charges otherwise chargeable under LVMC 6.50.380 for qualifying businesses that propose to operate in that downtown area under specified types of alcoholic beverage licenses. For purposes of this Section 1 and this Ordinance:

(A) The particular downtown area that is the focus of this Ordinance is referred to as Las Vegas Brewery Row.

(B) The description of the location of Las Vegas Brewery Row is set forth in Section 2 of this Ordinance.

(C) "Qualifying new businesses" are as set forth in Section 3 of this Ordinance.

(D) The types of alcoholic beverage licenses to which this Ordinance applies are as described in Section 4 of this Ordinance.

SECTION 2: For purposes of this Ordinance, Las Vegas Brewery Row consists of:

(A) The area bounded by the right-of-way line of the Union Pacific Railroad on the west, Bonneville Avenue on the north, Las Vegas Boulevard South on the east, and Oakey Boulevard on the south; and

(B) Any legally-created parcel that is located south of and within two hundred feet of the segment of Oakey Boulevard between Las Vegas Boulevard and Commerce Street.

SECTION 3: Qualifying new businesses concerning which a waiver may be granted pursuant to Section 1 are the following:

(A) A brew pub licensed pursuant to NRS Chapter 369 and operating under NRS 597.230;

(B) A craft distillery licensed pursuant to NRS Chapter 369 and operating under NRS 597.230;

(C) A winery licensed pursuant to NRS Chapter 369 and operating under 597.240; and

(D) A person licensed to manufacture alcoholic beverages pursuant to NRS Chapter 369.

SECTION 4: The types of alcoholic beverage licenses to which this Ordinance applies are:

(A) Beer/wine/cooler off-sale, pursuant to LVMC 6.50.050(D);

(B) Beer wine room, pursuant to LVMC 6.50.080;

(C) Liquor manufacturer, pursuant to LVMC 6.50.145;

(D) Tavern-limited, pursuant to LVMC 6.50.250; and

(E) Urban lounge, pursuant to LVMC 6.50.255, but only if located within the boundaries of the Las Vegas Arts District, as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B), and as amended from time to time.

SECTION 5: A waiver referred to in Section 1 of this Ordinance may be granted pursuant to a qualifying waiver application that is filed with the Department between the effective date of this Ordinance and two years thereafter. Any such waiver shall be conditioned upon activation of the business license within the following time periods after the submittal of a qualifying waiver application:

(A) One year, for a business to be located within an existing structure; or

(B) Two years, otherwise.

SECTION 6: Notwithstanding any provision of Title 6 of the Las Vegas Municipal Code

to the contrary, a business license concerning which a waiver has been granted pursuant to this Ordinance and which has been activated:

(A) May not be sold or transferred to a third party, which includes any change of ownership or change of principal; and

(B) May not be transferred to a new location unless the location is within Las Vegas Brewery Row, the location is approved in accordance with the requirements of LVMC Title 19, and the license holder remains the same.

SECTION 7: For purposes of Sections 5 and 6 of this Ordinance:

(A) "Activation of a business license" means that the license has been issued and the business authorized by the license has opened for business operation.

(B) "Qualifying waiver application" means an application for waiver that is:

(1) Submitted in connection with a business license application; and

(2) Accompanied by a copy of one of the following documents:

(a) An application for a special use permit that has been filed with the Department of Planning pursuant to LVMC Title 19, if a special use permit is required;

(b) A conditional use verification that has been filed with the Department of Planning pursuant to LVMC Title 19, if the use is one that is permitted as a conditional use; or

(c) Written verification from the Department of Planning that the use is permitted as a matter of right pursuant to LVMC Title 19.

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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-5-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: May 5, 2021

Agenda Item No.:
37

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-18 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2022); 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 referenced assessments reflect the estimated maintenance costs from July 1, 2021 through June 30, 2022.

RECOMMENDATION:
ADOPTION at the May 19, 2021 City Council Meeting pursuant to the May 5, 2021 Recommending Committee Meeting

First Reading – 4/21/2021 First Publication – 5/6/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-18

BILL NO. 2021-18

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2022); 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 FY2022 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $62,800, of which, $ -0- is available from other sources and of which $62,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council, by resolution heretofore adopted 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 7, 2021, 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 7, 2021, 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 3, 2021; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 7, 2021, 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 (FY2022) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2022) 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 (FY2022) 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 (FY2022) 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 3, 2021, and as modified and confirmed by the District No. 1485 (FY2022) Assessment Protest Resolution duly adopted by the City Council on April 21, 2021.

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, 2021, October 1, 2021, January 1, 2022 and April 1, 2022. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest 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 sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if 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 23, 2021) 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:

(Remainder of this page left blank)

(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 FY2022)

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 (FY2022) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 19, 2021. 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 FY2022)," (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 22, 2021, 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, 2021, October 1, 2021, January 1, 2022, and April 1, 2022. 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 to be indicated by the commencement of foreclosure proceedings by the City, and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest 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 sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if 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 23, 2021, (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 19, 2021.

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 19, 2021, such publication to be in substantially the following form:

(Remainder of the page left blank)

(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 FY2022) 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 21st day of April, 2021, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 19th day of May, 2021.

/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:

(Remainder of the page left blank)

(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 FY2022); 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 21, 2021, and was passed at a regular meeting held on May 19, 2021, 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 23, 2021, 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 19th day of May, 2021.

/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 21, 2021, PASSED, ADOPTED AND APPROVED May 19, 2021.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

4/6/21
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 21, 2021, and finally adopted and approved on May 19, 2021.

2. The following members of the City Council were present at the April 21, 2021, 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 21, 2021, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 19, 2021, 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 19, 2021, 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 21, 2021, and May 19, 2021. 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 (3) working days before the meetings in accordance with the State of Nevada Executive Department declaration of emergency directive 006:

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

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

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 21, 2021, 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 19, 2021, 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 19, 2021

_____
LUANN D. HOLMES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 21, 2021 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 19, 2021 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 5, 2021

Agenda Item No.:
38

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-19 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2022 (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:
The District provides annual funding for the maintenance of the Fremont Street Neighborhood Improvement Project. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of the SID from July 1, 2021 through June 30, 2022. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
ADOPTION at the May 19, 2021 City Council Meeting pursuant to the May 5, 2021 Recommending Committee Meeting

First Reading – 4/21/2021 First Publication – 5/6/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-19

BILL NO. 2021-19

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2022 (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 FY2022 (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 7, 2021, 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 7, 2021 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 3, 2021; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 7, 2021, 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 (FY2022) Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 (FY2022) 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 (FY2022) 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 (FY2022) 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 3, 2021, and as modified and confirmed by the District No. 1516 (FY2022) Assessment Protest Resolution duly adopted by the City Council on April 21, 2021.

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, 2021, October 1, 2021, January 1, 2022 and April 1, 2022. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest 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 sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if 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 23, 2021) 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:

(Remainder of page left blank)

(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 FY2022 (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 (FY2022) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 19, 2021. 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 FY2022 (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 22, 2021, 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, 2021, October 1, 2021, January 1, 2022, and April 1, 2022. 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 to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest 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 sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if 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 23, 2021 (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 19, 2021.

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 19, 2021, such publication to be in substantially the following form:

(Remainder of page left blank)

(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 FY2022 (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 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 21st day of April, 2021, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 19th day of May, 2021.

/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:

(Remainder of page left blank)

(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 FY2022 (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 21, 2021, and was passed at a regular meeting held on May 19, 2021, 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 23, 2021, 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 19th day of May, 2021.

/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 21, 2021, PASSED, ADOPTED AND APPROVED May 19, 2021.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

4/6/2021
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 21, 2021, and finally adopted and approved on May 19, 2021.

2. The following members of the City Council were present at the April 21, 2021 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 21, 2021, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 19, 2021, 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 19, 2021, 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 21, 2021 and May 19, 2021. 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 (3) working days before the meetings in accordance with the State of Nevada Executive Department declaration of emergency directive 006:

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

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

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 21, 2021, 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 19, 2021, 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 19, 2021.

LUANN D. HOLMES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 21, 2021 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 19, 2021 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 5, 2021

Agenda Item No.:
39

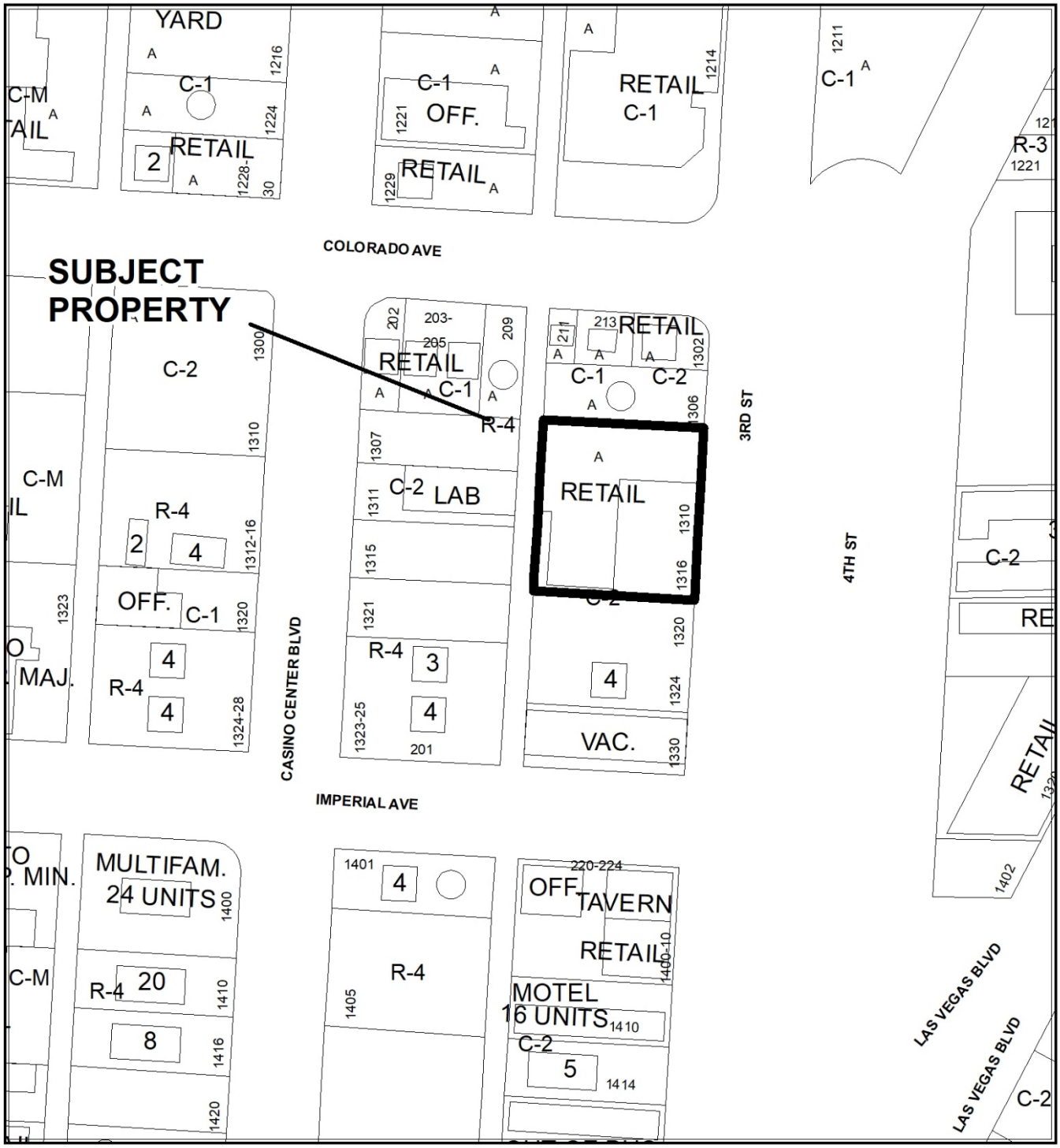
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0093-EOT1 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: HOP, LLC - For possible action on a Land Use Entitlement project request for a third Extension of Time of an approved Major Amendment (SUP-75092) to an approved Special Use Permit (SUP-53471) FOR A PROPOSED 3,781 SQUARE-FOOT URBAN LOUNGE USE WITH 624 SQUARE FEET OF OUTDOOR SEATING WHERE A 17,321 SQUARE FOOT URBAN LOUNGE WITH 970 SQUARE FEET OF OUTDOOR SEATING WAS PREVIOUSLY APPROVED at 1310 South 3rd Street (APN 162-03-117-001), C-2 (General Commercial) 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	0

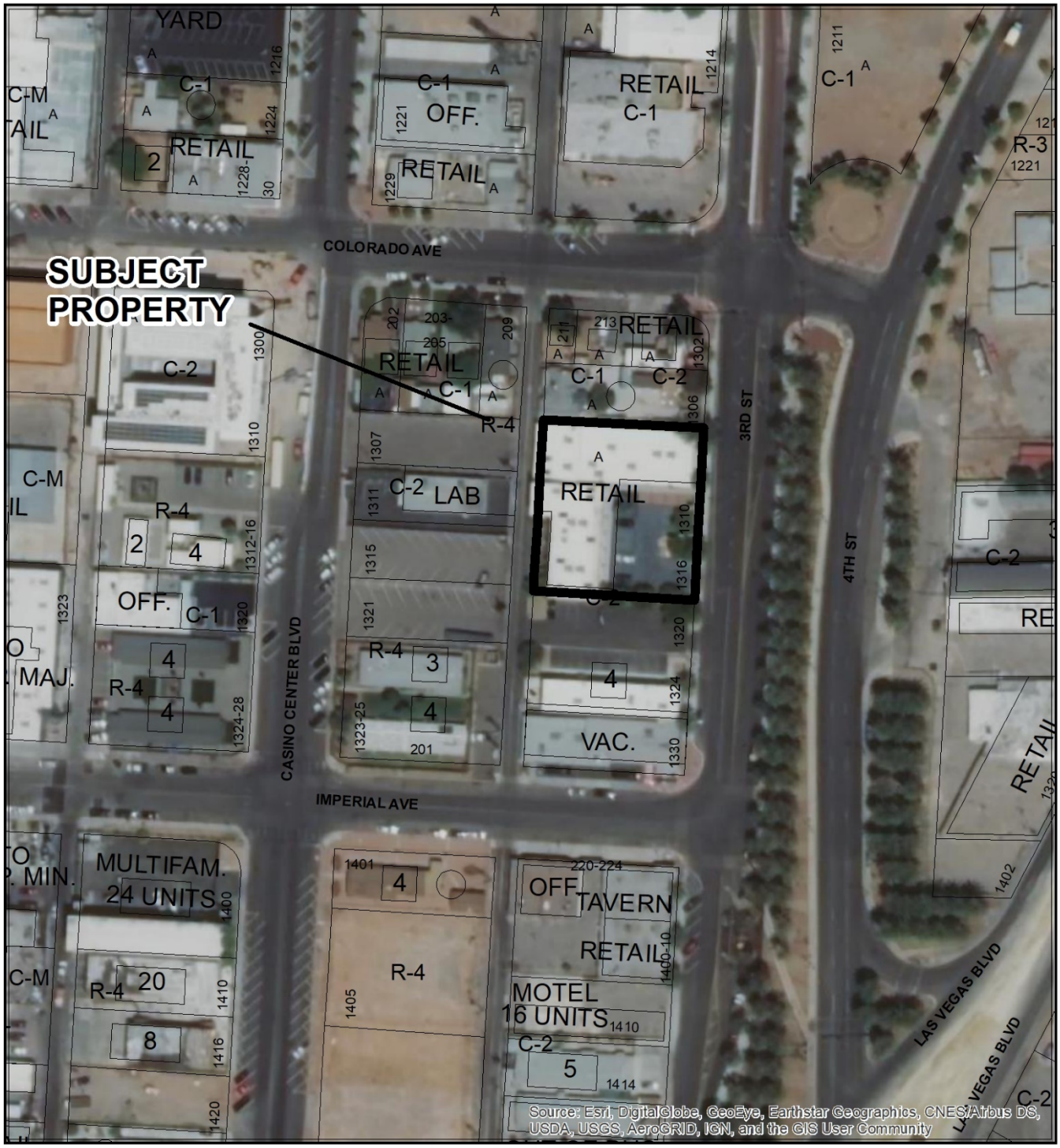
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SUP-75092 [PRJ-74875]
6. Justification Letter



CASE: **21-0093-EOT1**

0 100 200 Feet



CASE: **21-0093-EOT1**

0 100 200 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 5, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: HOP, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0093-EOT1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

** CONDITIONS **

21-0093-EOT1 CONDITIONS

Planning

1. This approval shall expire on 02/06/23 unless another Extension of Time is approved by the City of Las Vegas.

2. Conformance to the Conditions of Approval for Special Use Permit (SUP-75092) and all other related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JB

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has requested an Extension of Time for an approved Major Amendment Special Use Permit (SUP-75092) of a previously approved Special Use Permit (SUP-53471) for a proposed 3,781 square-foot Urban Lounge use with 624 square feet of outdoor seating where a 17,321 square-foot Urban Lounge with 970 square feet of outdoor seating was previously approved via Special Use Permit (SUP-53471) at 1310 South 3rd Street. This is the third requested Extension of Time for this application.

ISSUES

- This is the first Extension of Time request for the approved Major Amendment Special Use Permit (SUP-75092) of a previously approved Special Use Permit (SUP-53471). However, the Planning Commission previously approved two additional Extensions of Time for the previously approved Special Use Permit (SUP-53471) via applications EOT-64112 on June 14, 2016 and EOT-73308 on June 12, 2018 for the proposed Urban Lounge use.
- Special Use Permit (SUP-75092) was set to expire on February 6, 2021. However, the applicant has submitted the Extension of Time under COVID-19 emergency provisions which allow applications to be submitted after the land use entitlement has been expired and up to 30 days after the Declaration of Emergency, which has not occurred yet. The Applicant submitted the application for an Extension of Time on March 3, 2021.

ANALYSIS

On February 6, 2019 the City Council approved a Major Amendment Special Use Permit (SUP-75092) of a previously approved Special Use Permit (SUP-53471) for a proposed Urban Lounge use at 1310 South 3rd Street. Per Condition #3 of the approved Special Use Permit (SUP-75092) the entitlement was set to expire on February 6, 2021. However, the applicant has submitted the Extension of Time under COVID-19 emergency provisions which allow applications to be submitted after the land use entitlement has been expired and up to 30 days after the Declaration of Emergency, which has not occurred yet.

Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised upon the issuance of a business license; as none have been issued the Special Use Permit is set to expire. The applicant is requesting an Extension of Time to ensure the Special Use Permit does not expire and has cited in the submitted justification letter that the project was delayed because the proposed tenants need additional time to go through the building permitting process. Staff supports this request, as the Urban Lounge use can still actively contribute to the pedestrian environment sought in the Downtown Las Vegas Overlay District.

FINDINGS (21-0093-EOT1)

The Special Use Permit (SUP-75092) has not been exercised in accordance with the requirements of Title 19.16, as a business license has not been issued for the Urban Lounge use. Staff recommends approval of this Extension of Time request with a two-year time limit, as the Urban Lounge use and proposed commercial development can still actively contribute to the pedestrian environment sought in the Downtown Las Vegas Overlay District.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/18/95	The City Council denied a request for a Variance (V-0169-94) for a Secondhand Store at 1310 South 3rd Street. The Planning Commission recommended approval and staff recommended denial.
05/13/14	The Planning Commission approved a request for a Special Use Permit (SUP-53471) for a proposed 17,321 square-foot Urban Lounge use with 970 square feet of outside seating area at 1310 South 3rd Street. Staff recommended approval of the request.
12/08/15	The Planning Commission approved a request for a Tentative Map (TMP-61533) for a one-lot commercial subdivision on the west side of 3rd Street, 100 feet south of Colorado Avenue. Staff recommended approval of the request.
04/14/16	A Final Map (FMP-64270) technical review was submitted for a commercial subdivision at 1310 3rd Street. The map was recorded on 04/25/17.
06/14/16	The Planning Commission approved a request for an Extension of Time (EOT-64112) of an approved Special Use Permit (SUP-53471) for a proposed 17,321 square-foot Urban Lounge use with 970 square feet of outside seating area at 1310 South 3rd Street. Staff recommended approval of the request.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/12/18	The Planning Commission voted to approve an Extension of Time (EOT-73308) of an approved Special Use Permit (SUP-53471) for a proposed 17,321 square-foot Urban Lounge with 970 square feet of Outdoor Seating area at 1310 South 3rd Street. Staff recommended approval of the request.
02/06/19	The City Council approved a request for a Major Amendment (SUP-75092) to an approved Special Use Permit (SUP-53471) for a proposed 3,781 square-foot Urban Lounge use with 624 square feet of outdoor seating where a 17,321 square foot Urban Lounge with 970 square feet of outdoor seating was previously approved at 1310 South 3rd Street. Staff recommended approval of the request.

Most Recent Change of Ownership	
03/24/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/19/14	A business license (P62-00030) was processed for an Urban Lounge at 1310 South 3rd Street. The license was not issued and withdrawn on 03/16/14.
09/15/15	A building permit (#284891) was issued for on-sites with landscaping (HOP Remodel) located at 1310 South 3rd Street. The permit has not been finalized.
08/17/15	A building permit (PRC-58362) was issued for a change of occupancy and tenant improvement at 1310 S 3rd Street.
08/08/17	A building permit (C17-01000) was issued for a tenant improvement in Suite #110 at 1310 S 3rd Street.
08/08/17	A building permit (C17-01001) was issued for a tenant improvement in Suite #130 at 1310 S 3rd Street.
08/08/17	A building permit (C17-01002) was issued for a tenant improvement in Suite #140 at 1310 S 3rd Street.
05/31/18	A building permit (C18-02213) was issued for a tenant improvement in Suite #130 at 1310 S 3rd Street.

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	
03/24/21	During a routine site visit staff noted that the subject site is a well-maintained commercial development.

Details of Application Request	
Site Area	
Net Acres	0.48

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	MXU (Mixed Use)	C-2 (General Commercial)
North	General Retail	MXU (Mixed Use)	C-1 (Limited Commercial)
South	Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
East	Motel	C (Commercial)	C-2 (General Commercial)
West	Laboratory, Medical or Dental	MXU (Mixed Use)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay) District – Area 1 - 18b Las Vegas Arts District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan - Area 1	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
3rd Street	Collector Street	Master Plan of Streets & Highways	80	Y

Pursuant to approved Special Use Permit (SUP-75092), Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Urban Lounge	3,7821 SF	N/A	N/A				
TOTAL SPACES REQUIRED			N/A		7		Y*
Regular and Handicap Spaces Required			N/A		1		Y*

Projects located within the Downtown Las Vegas Overlay - Area 1 are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.
*Urban Lounge parking requirements are determined on a case by case basis.

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 for an urban lounge

Project Address (Location) 1316 S. 3rd Street

Project Name HOP Urban Lounge **Proposed Use** Urbanl Lounge

Assessor's Parcel #(s) 162-03-117-001 **Ward #** 3

General Plan: Existing CG Proposed CG **Zoning:** Existing C-2 Proposed C-2

Additional Information Extension of time for an Urban Lounge-license for lounge is pending

Property Owner HOP LLC Contact David Mason

Address 1137 S. Rancho Dr., Suite 120 City Las Vegas State NV Zip 89102

E-mail david1948@mac.com Phone 702-596-9000

Applicant same as property owner Contact

Address City State Zip

E-mail Phone

Representative LAS Consulting Contact Lucy Stewart

Address 1930 Village Center Circle Bldg 3-577 City Las Vegas State NV Zip 89134

E-mail stewplan@gmail.com Phone 702-499-6469

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name David Mason

Subscribed and sworn before me

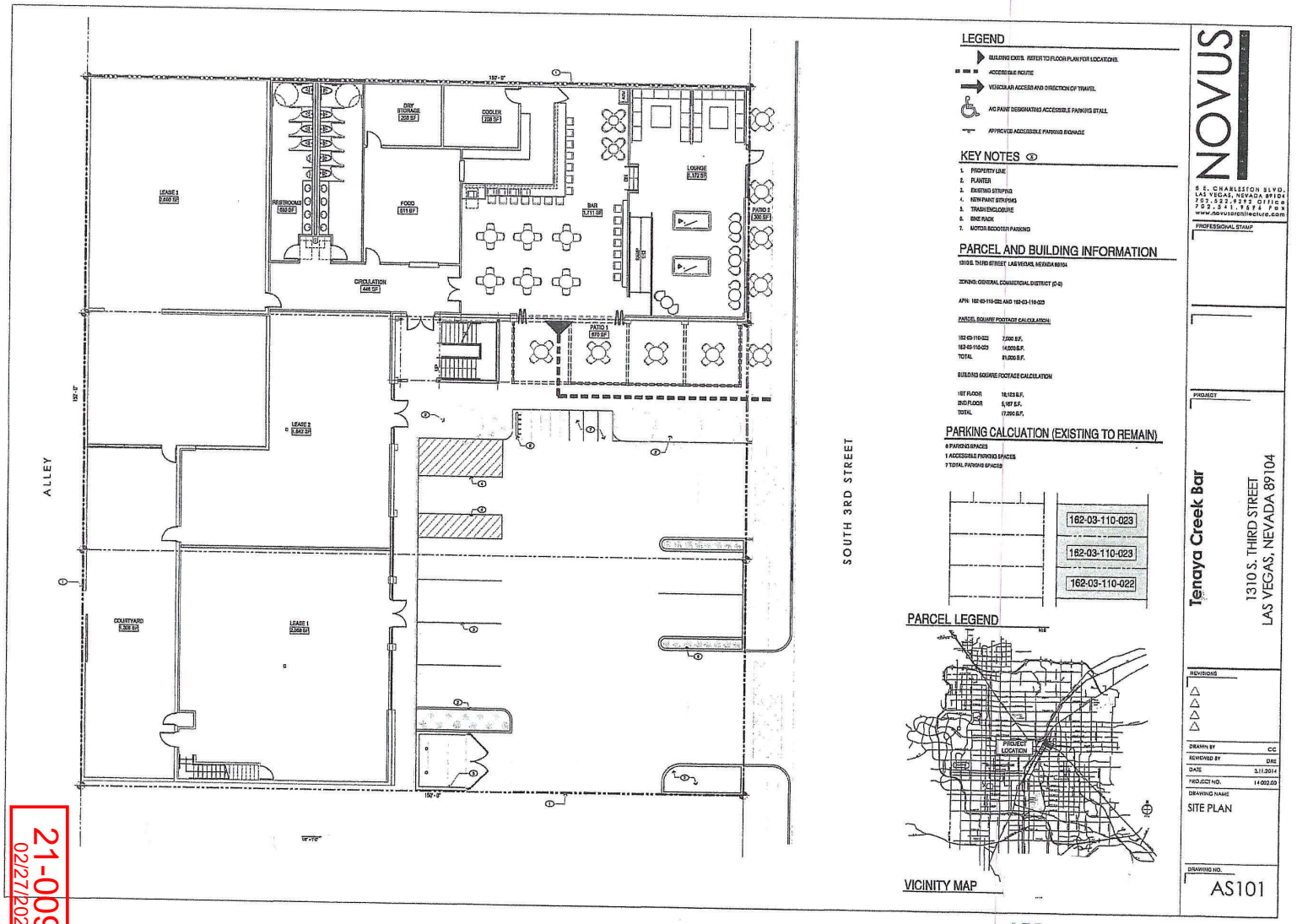
This 27th day of January, 20 21

Victoria O'Harra

Notary Public in and for said County and State

VICTORIA O'HARRA
Notary Public State of Nevada
Appointment No. 16-2215-1
My Appointment Expires June 5, 2024

21-0093
02/27/2021

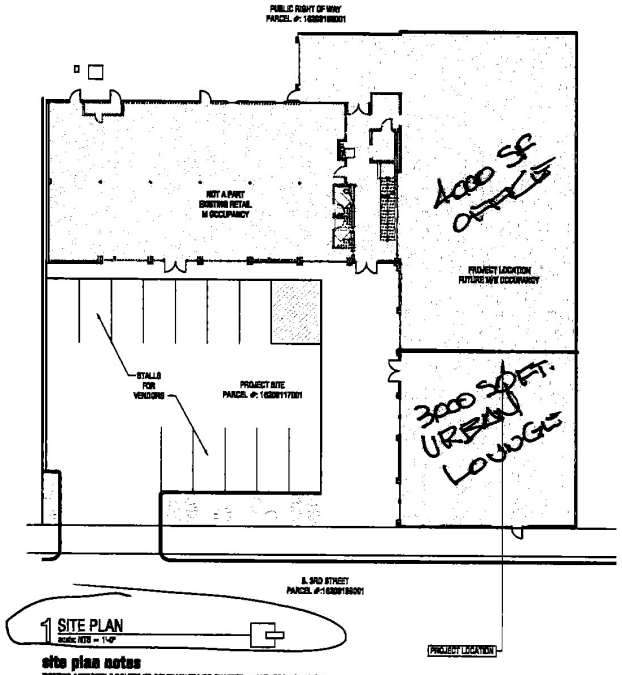


21-0093
02/27/2021

tenant improvement construction documents for

HOP / SUITE 110-130

1310 S. 3rd Street | Las Vegas, NV 89104



1 SITE PLAN
scale: NTS = 1'-0"

site plan notes

EXISTING ACCESSIBLE ROUTES TO COMPLY WITH IBC CHAPTER 11 AND ICC/ANSI A 117.1 AS FOLLOWS:

A. ROUTES ARE REQUIRED TO BE CONTINUOUSLY ACCESSIBLE
B. ROUTES ARE TO HAVE A MAXIMUM SLOPE OF 1:20 PER ICC/ANSI 405.3
C. ROUTES WITH CHANGES IN LEVEL OF ¼" HIGH MAXIMUM PERMITTED TO BE VERTICAL WITHOUT EDGE TREATMENT
D. CHANGES BETWEEN ¼" AND ½" HIGH MAXIMUM TO BE BEVELED WITH SLOPE NOT STEEPER THAN 1:2
E. CHANGES GREATER THAN ½" TO BE ACCOMPLISHED WITH RAMP ICC/ANSI 306
F. ROUTES TO HAVE MINIMUM 60" CLEAR WIDTH PER ANSI 403.5

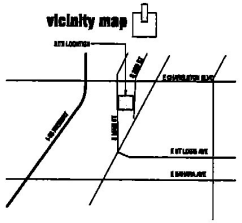
general notes

1. DRAWINGS REPRESENT THE DESIRED RESULT OF CONSTRUCTION. THE METHOD OF CONSTRUCTION AND THE RISKS INVOLVED DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUPERVISE THE BUILDING STRUCTURAL SUBSTRATE AT ALL STAGES OF CONSTRUCTION.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF WORK. DISCREPANCIES IN DIMENSIONS WHICH MAY BE FOUND SHALL BE BROUGHT TO THE DESIGNERS ATTENTION FOR PROPER DESIGN PROCEDURE WITH WORK IN THE AFFECTED AREA.
3. DIMENSIONS SHOWN ON PLANS ARE TO THE FACE OF THE STUD, ETC. UNLESS OTHERWISE NOTED.
4. CONTRACTORS SHALL FOLLOW DIMENSIONS GIVEN IN THE CONSTRUCTION DOCUMENTS OR FIGURES ON THE DRAWINGS IN PREFERENCE TO SCALE MEASUREMENTS. FOLLOW DETAIL DIMENSIONS IN PREFERENCE TO GENERAL DIMENSIONS.
5. WHERE IT IS CONCEIVED THAT A DRAWING ILLUSTRATES ONLY A PART OF A GIVEN WORK OR OF A SERIES OF ITEMS, THE REMAINDER SHALL BE DESIGNED REPEATING AND SO CONSTRUCTED.
6. ALL THE CONTRACTORS PROPOSED SUBSTITUTIONS SHALL BE APPROVED BY THE DESIGNER PRIOR TO UNDERTAKING ANY RELEVANT WORK.
7. DESIGN DRAWINGS SHALL BE USED IN CONJUNCTION WITH MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS.
8. ANY DISCREPANCIES OR CONFLICTS BETWEEN VARIOUS ELEMENTS ON THE PLANS AND ON SPECIFICATIONS SHALL BE BROUGHT TO ATTENTION OF THE DESIGNER BEFORE PROCEEDING WITH ANY OF THE AFFECTED WORK.
9. HEIGHTS AND ELEVATIONS SHOWN ON THE PLANS ARE FROM THE TOP OF THE FINISHED SLAB.
10. ALL CONSTRUCTION SHALL COMPLY WITH REQUIREMENTS OF THE 2012 INTERNATIONAL BUILDING CODE AND ALL ENFORCEMENT AGENCIES HAVING JURISDICTION. MECHANICAL, ELECTRICAL, PLUMBING, FIRE SPRINKLER AND ALARM SYSTEMS SHALL BE ENGINEERED BY THE SUBCONTRACTOR FOR SUCH TRADES AS DIRECTED BY THE GENERAL CONTRACTOR THROUGH COORDINATION WITH THE OWNER. ALL SUB-CONTRACTORS SHALL PREPARE AND SUBMIT SHOP/AS BUILT DRAWINGS, CALCULATIONS, ETC. AS DEEMED NECESSARY BY THE BUILDING DEPARTMENT HAVING JURISDICTION FOR ACCURATE ALL PERMITS TO COMPLETE WORK AS REQUIRED.
11. CONTRACTOR IS RESPONSIBLE FOR ALL DEBRIS RESULTING TO REMOVED WORK.
12. CONTRACTOR IS RESPONSIBLE FOR ALL DEBRIS RESULTING TO REMOVED WORK.

painting notes

1. ALL SURFACES TO BE PAINTED TO MEET VISUAL INSPECTION OF OWNER.
2. WALLS, FROM AND FROM ALL SURFACES.
3. ALL TRIM TO BE PAINTED SEMI-GLOSS PAINT.
4. ALL WOOD TRIM AND DOORS SHALL RECEIVE SEMI-GLOSS FINISH. ALL WALLS AND CEILINGS TO RECEIVE MATCH FLESH EXCEPT WHERE NOTED.
5. SUBMIT SAMPLES OF ALL PAINT COLORS FOR OWNER APPROVAL PRIOR TO COMMENCEMENT.

vicinity map



symbols



sheet index

TENANT IMPROVEMENT
T-0 PROJECT INFORMATION, SITE PLAN AND SCHEDULES
T-1 FLOOR PLAN AND DETAILS
T-2 REFLECTED CEILING PLAN AND ELEVATIONS

scope of work

THE SCOPE OF THIS PROJECT IS A TENANT IMPROVEMENT WITHIN AN EXISTING STORY, SHELL MIXED USE COMMERCIAL BUILDING.

code analysis

OCCUPANCY GROUP:	MIXED USE – M / S
TYPE OF CONSTRUCTION:	V-B
FIRE SPRINKLERS:	YES
*AUTOMATIC FIRE DETECTION/FIRE ALARM SYSTEM PROVIDED	
*THIRD PARTY INSPECTION REQUIRED FOR STRUCTURAL STEEL	
AREA OF SUITE 110-130:	7,000 SQ. FT.
OFFICE ALLOWANCE:	
OCCUPANCY LOAD	4,000 SQ.FT.
1/100	40 OCCUPANTS
RETAIL ALLOWANCE:	
OCCUPANCY LOAD	4,000 SQ.FT.
1/60	334 OCCUPANTS
EXITS	
1 EXIT REQUIRED	
4 EXITS PROVIDED	
PLUMBING REQUIREMENTS (PER 2012 IBC TABLE 2902.1)	
2 MENS WATER CLOSETS REQUIRED	
4 MENS WATER CLOSETS PROVIDED	
3 WOMENS WATER CLOSETS REQUIRED	
4 WOMENS WATER CLOSETS PROVIDED	
1 DRINKING FOUNTAIN REQUIRED	
1 DRINKING FOUNTAIN PROVIDED	
PARKING REQUIRED:	
OFFICE	COMMERCIAL CENTER
WAREHOUSE	PARKING LOT
ASSEMBLY	
TOTAL:	
PARKING PROVIDED:	PARKING REQUIREMENTS NOT AFFECTED

applicable codes

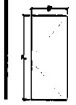
2012 CITY OF LAS VEGAS ADMINISTRATIVE CODE
2012 INTERNATIONAL BUILDING CODE, WITH LOCAL AMENDMENTS
2006 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2012 UNIFORM MECHANICAL CODE, WITH LOCAL AMENDMENTS
2012 UNIFORM PLUMBING CODE, WITH LOCAL AMENDMENTS
2011 NATIONAL ELECTRICAL CODE, WITH LOCAL AMENDMENTS
2009 ENGERGY CODE
2012 INTERNATIONAL FIRE CODE, WITH 2012/2015 NEVADA CODE AMENDMENTS

door schedule

DOOR NUM.	LOCATION	DOOR SIZE WIDTH	DOOR SIZE HEIGHT	DOOR SIZE THICK	DOOR TYPE	DOOR MAT.	DOOR FINISH	FRAME MAT.	FRAME FINISH	FRAME GLASS	LOCKSET	FIRE RT.	REMARKS
1	HALL 103	3'-0"	7'-0"	1¾"	A	SC WOOD	STAIN	MTL.	FACTORY	1	PASSAGE	1 HR	
2	HALL 103	3'-0"	7'-0"	1¾"	A	SC WOOD	STAIN	MTL.	FACTORY	1	PASSAGE	1 HR	

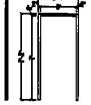
door type

DOOR TYPE A
SWINGING DOOR, SOLID CORE
SOLID CORE
ROTARY WHITE BIRCH
WOOD STAIN FACTORY FINISH
COLORS TO MATCH BUILDERS STANDARD



door frame

DOOR FRAME 1:
TIMELY, OR EQUAL
HOLLOW METAL
SOLID TO MATCH SWEEPS
WHITE INTERIOR



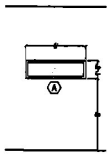
hardware

LOCKSET: BUILDERS STANDARD, BRUSHED STAINLESS FINISH
HINGES: BUILDERS STANDARD, BRUSHED STAINLESS FINISH
DOOR STOP: BUILDERS STANDARD, BRUSHED STAINLESS FINISH
CLOSER: BUILDERS STANDARD (PROVIDED AT FIRE/SMOKE RATED DOORS, PER SCHEDULE)

NOTES:
1. COORDINATE HARDING REQUIREMENTS WITH OWNER
2. INSTALL ALL HARDWARE AND DOORS PER ICC A117.1-2009 SEC 309 AND 404

window schedule

WIN. MARK	LOCATION	WINDOW SIZE WIDTH	WINDOW SIZE HEIGHT	GLASS	FRAME MAT.	FRAME FINISH	REMARKS
A	FUTURE M/B 101	3'-0"	7'-0"	LOW-E, DOUBLE PANE, TEMPERED, CLEAR	MTL.	MFR. STANDARD	



21-0093
02/27/2021

atwood DESIGN
9304 Grassy Butte Ct.
Las Vegas, NV 89149
P|702 334 0199

submittal set

Revisions

no.	date	description

3-20-18

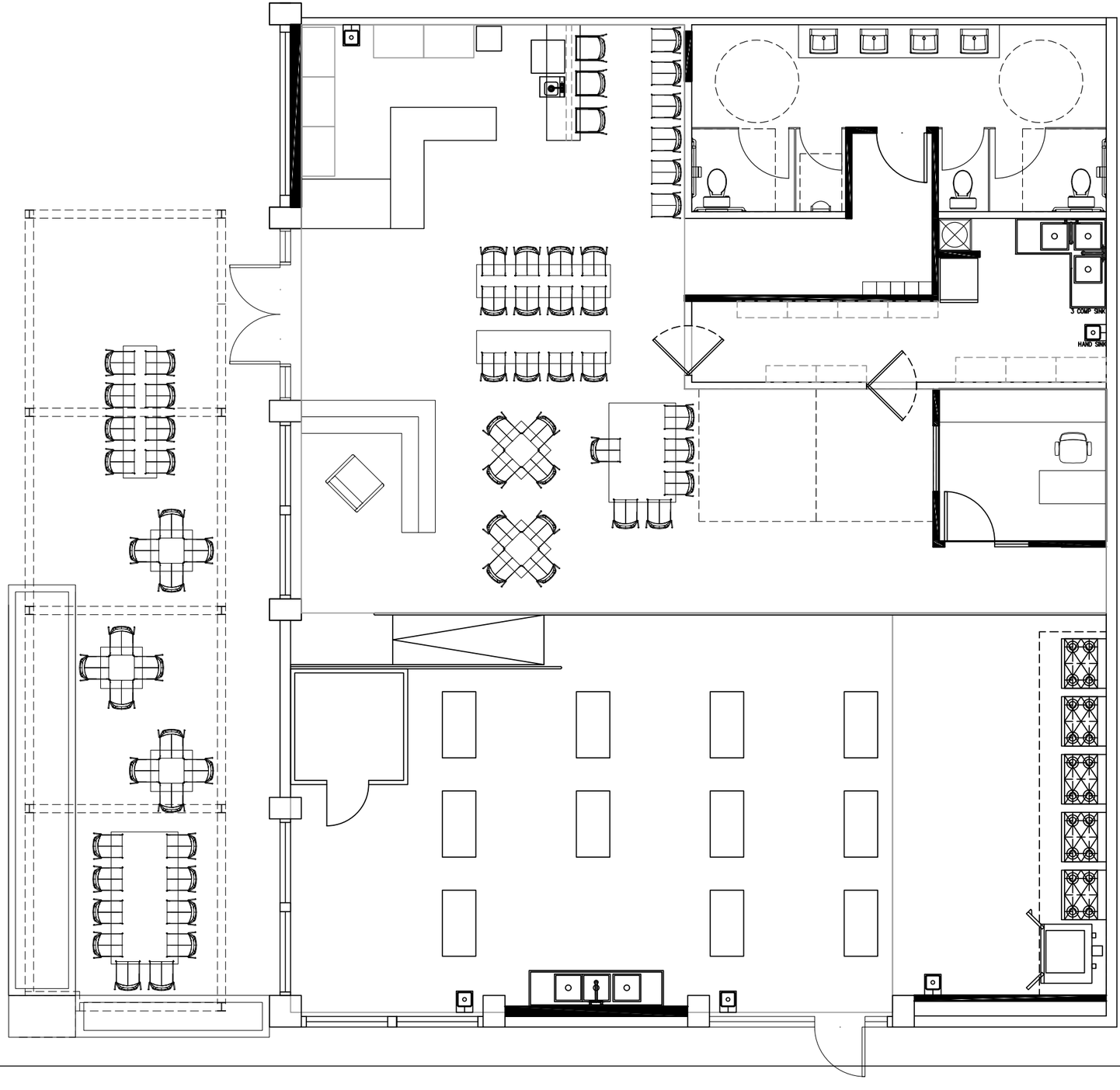
1413-4

HOP / SUITE 110-130

HOP / SUITE 110-130
1310 S. 3rd Street
Las Vegas, NV 89104

PROJECT INFORMATION, SITE PLAN AND SCHEDULES

TI-0



TOTAL SEATING:
PATIO: 30
INSIDE: 34

1 SEATING PLAN
SCALE: NTS



21-0093 - APPLICANT/OWNER: HOP, LLC
1310 SOUTH 3RD STREET

03/24/21



21-0093 - APPLICANT/OWNER: HOP, LLC
1310 SOUTH 3RD STREET

03/24/21



21-0093 - APPLICANT/OWNER: HOP, LLC
1310 SOUTH 3RD STREET

03/24/21



21-0093 - APPLICANT/OWNER: HOP, LLC
1310 SOUTH 3RD STREET

03/24/21

LAS VEGAS CITY COUNCIL
CAROLYN G. GOODMAN
Mayor
LOIS TARKANIAN
Mayor Pro Tem
STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING
ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

February 7, 2019

Mr. David Mason
HOP, LLC
1137 South Rancho Drive, Suite #120
Las Vegas, Nevada 89102

RE: SUP-75092 [PRJ-74875] - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 6, 2019

Dear Mr. Mason:

The City Council at a regular meeting held on February 6, 2019 voted to ***APPROVE*** a request for a Major Amendment to an approved Special Use Permit (SUP-53471) FOR A PROPOSED 3,781 SQUARE-FOOT URBAN LOUNGE USE WITH 624 SQUARE FEET OF OUTDOOR SEATING WHERE A 17,321 SQUARE FOOT URBAN LOUNGE WITH 970 SQUARE FEET OF OUTDOOR SEATING WAS PREVIOUSLY APPROVED at 1310 South 3rd Street (APN 162-03-117-001), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-74875].

This approval is subject to the following conditions:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Urban Lounge Use.

2. Conformance to the approved conditions for Special Use Permit (SUP-53471) except as amended herein.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

21-0096
02/27/2021

6. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

The Notice of Final Action was filed with the Las Vegas City Clerk on February 7, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Ms. Lucy Stewart
LAS Consulting
1930 Village Center Circle #3, Suite #577
Las Vegas, Nevada 89134

21-0093
02/27/2021

LAS Consulting
1930 Village Center Circle 3 #577
Las Vegas, NV. 89134
(702) 499-6469-cell
(702) 946-0857

February 27, 2021

Mr. Jonathon Boyles, Senior Planner
Planning Department
495 S Main St
Las Vegas, NV 89101

RE: Justification Letter-Urban Lounge

Dear Mr. Boyles:

Please accept this letter as our justification letter for an extension of time of an Urban Lounge Special Use Permit, Sup-53471. The use permit for the Urban Lounge was approved in 2014 and extended. The applicant revised the plans and reduced the size of the Urban Lounge through a SDR in 2019. It was discovered the SUP for the Urban Lounge expired in May of last year, however because of emergency rules regarding COVID, the application is considered still active. The applicant would like to t=extend the urban lounge application. His proposed tenants are going through the building permit process and have been approved by the health District. The applicant needs to get the use permit extended so he can accommodate his new tenants.

The lounge square footage was reduced to 3,781 square feet, and the remaining outside dining/patio is 624 square feet.

The developer prepared the Urban Lounge space with a 1200-gallon Grease Trap, a new roof, new windows, new A/C and electrical. The space is ready for a new tenant and they are negotiating with some prospects and hope to have the space rented and operating soon.

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The site will be used for a vegan cooking school. The students will prepare the food in the classroom and then later served in the urban lounge restaurant. There is a separate lounge area from the bar area. We believe this is an interesting and unique way to operate a restaurant/Urban Lounge and will be an asset to the area.

We respectfully request approval of this request. Please feel free to contact me with any questions you may have.

Yours truly,

Lucy Stewart

21-0093
02/27/2021

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
40

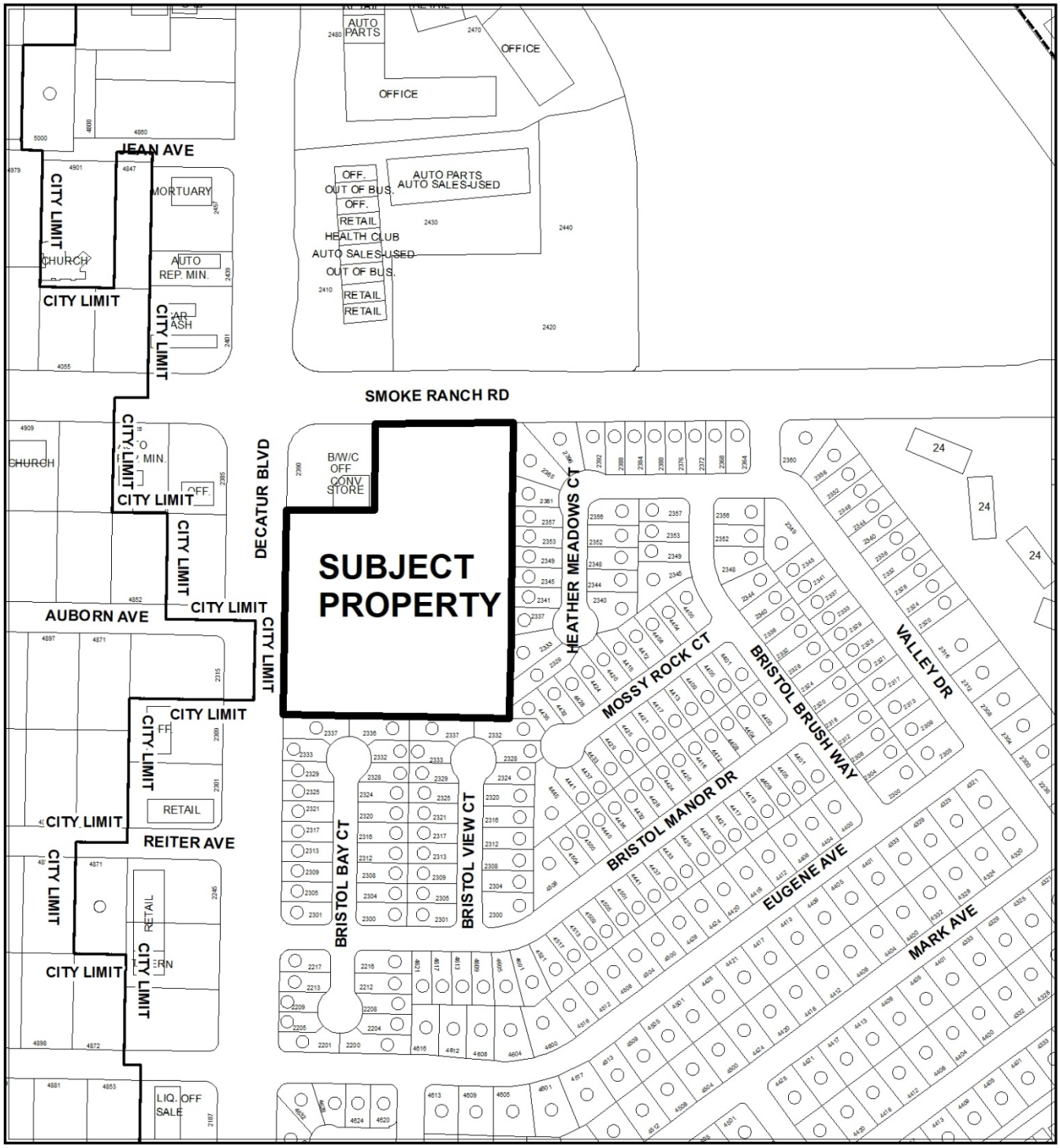
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0136 - APPLICANT/OWNER: INVESTOR EQUITY HOMES, LLC - For possible action on the following Land Use Entitlement project requests on 5.33 acres on the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard (APN 139-19-101-002), C-1 (Limited Commercial) Zone, Ward 5 (Crear). Staff recommends APPROVAL of the Land Use Entitlement project.

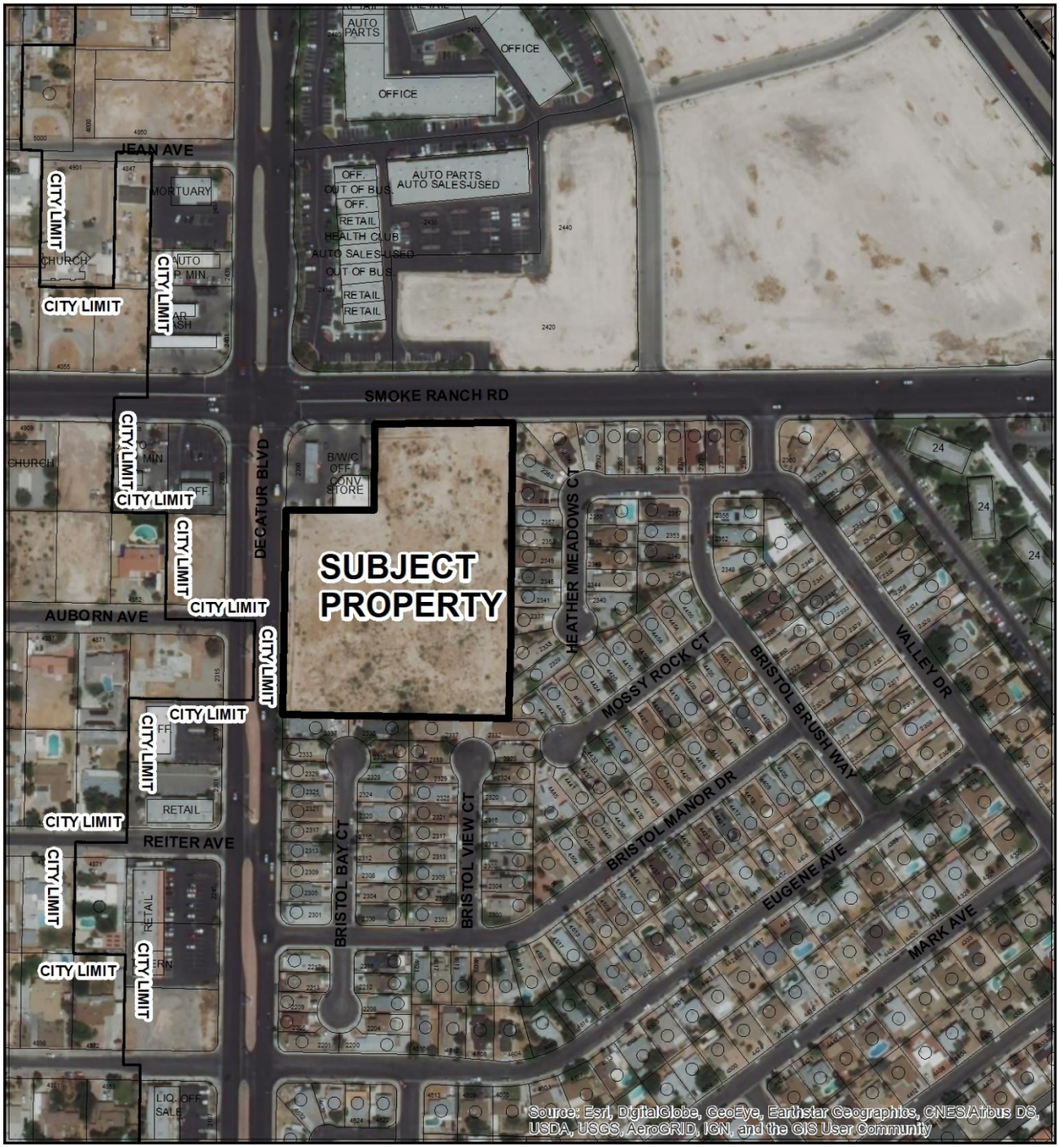
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL of the Land Use Entitlement project, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - VAR-75324 [PRJ-75268]
6. City Council Approval Letter - SUP-75325 [PRJ-75268]
7. City Council Approval Letter - SUP-75326 [PRJ-75268]
8. City Council Approval Letter - SDR-75327 [PRJ-75268]
9. Justification Letter


SUBJECT PROPERTY
SMOKE RANCH RD
DECATUR BLVD
AUBORN AVE
REITER AVE
JEAN AVE
CITY LIMIT
AUTO PARTS
OFFICE
AUTO PARTS AUTO SALES-USED
HEALTH CLUB
AUTO SALES-USED
RETAIL
MORTUARY
CHURCH
AUTO REP. MIN.
B/W/C OFF CONV STORE
LIQ. OFF SALE
HEATHER MEADOWS CT
MOSSY ROCK CT
BRISTOL BRUSH WAY
VALLEY DR
BRISTOL MANOR DR
EUGENE AVE
MARK AVE
BRISTOL BAY CT
BRISTOL VIEW CT
0
225
450
Feet
N

CASE: 21-0136



CASE: 21-0136

0 225 450
Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 5, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: INVESTOR EQUITY HOMES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0136-EOT1	Staff recommends APPROVAL, subject to conditions:	
21-0136-EOT2	Staff recommends APPROVAL, subject to conditions:	21-0136-EOT1
21-0136-EOT3	Staff recommends APPROVAL, subject to conditions:	21-0136-EOT1 21-0136-EOT2
21-0136-EOT4	Staff recommends APPROVAL, subject to conditions:	21-0136-EOT1 21-0136-EOT2 21-0136-EOT3

** NOTIFICATION **

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

AS

** CONDITIONS **

21-0136-EOT1 CONDITIONS

Planning

1. This approval shall expire on 03/21/23 unless another Extension of Time is approved by the City of Las Vegas.

2. Conformance to the Conditions of Approval for Variance (VAR-75324) and all other related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0136-EOT2 CONDITIONS

Planning

1. This approval shall expire on 03/21/23 unless another Extension of Time is approved by the City of Las Vegas.

2. Conformance to the Conditions of Approval for Special Use Permit (SUP-75325) and all other related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

AS

21-0136-EOT3 CONDITIONS

Planning

1. This approval shall expire on 03/21/23 unless another Extension of Time is approved by the City of Las Vegas.

2. Conformance to the Conditions of Approval for Special Use Permit (SUP-75326) and all other related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0136-EOT4 CONDITIONS

Planning

1. This approval shall expire on 03/21/23 unless another Extension of Time is approved by the City of Las Vegas.

2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-75327) and all other related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is the first request for Extension of Time for land use entitlements pertaining to a previously approved 191-unit Senior Citizen Apartments use, consisting of five 24-foot tall townhome apartment buildings and one 53-foot tall apartment building on 5.33 acres adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard.

ISSUES

- This is the first request for Extensions of Time that were submitted on 03/09/21.
- In March 2019, the City Council approved the following land use entitlement projects:
  - A Variance (VAR-75324) to allow a 17-foot residential adjacency setback where 72 feet is the minimum required and to allow a 76-foot residential adjacency setback where 155 feet is the minimum required.
  - A Special Use Permit (SUP-75325) for a proposed 191-unit Senior Citizen Apartments use.
  - A Special Use Permit (SUP-75326) for a 53-foot tall building where the Airport Overlay District limits the height to 35 feet.
  - A Site Development Plan Review (SDR-75327) for a proposed 191-unit senior citizen apartments development with Waivers to allow a zero-foot landscape buffer on the north and west property lines where 15 feet is the minimum required and a zero-foot landscape buffer along a portion of the east property line where eight feet is the minimum required; also to allow a zero-foot landscape buffer along a portion of the north and west property line where eight feet is required.

ANALYSIS

In March 2019, the City Council approved a Site Development Plan Review (SDR-75327) and related applications for a 191-unit senior citizen apartment development. As a part of this approval, a Variance (VAR-75324) was approved to allow a 17-foot residential adjacency setback where 72 feet is the minimum required and a 76-foot residential adjacency setback where 155 feet is the minimum required, a Special Use Permit (SUP-75325) for a proposed 191-unit Senior Citizen Apartments use, and a Special Use Permit (SUP-75326) for a 53-foot tall building where the Airport Overlay District limits the height to 35 feet. The applicant is proposing to extend the approval periods of VAR-75324 through Extension of Time (21-0136-EOT1), SUP-75325 through 21-0136-EOT2, SUP-75326 through 21-0136-EOT3, and SDR-75327 through 21-0136-EOT4. These are the first requests for an extended approval period.

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Per Title 19.16.100, 19.16.110, and 19.16.140 of the Unified Development Code, Special Use Permits, Variances, and Site Development Plan Reviews are exercised upon the issuance of a building permit for new construction. The applicant has submitted building plans for commercial development on 01/17/20 to the Department of Building and Safety with a plan check number (C20-00289). This permit has completed three rounds of reviews; however, no building permit has been issued for this property. There have not been any Code Enforcement cases reported since the original approval.

FINDINGS (21-0136-EOT)

Pursuant to Title 19.16.100, 19.16.110, and 19.16.140, Special Use Permits, Variances, and Site Development Plan Reviews are deemed exercised upon the issuance of a building permit for new construction. Building permits have been submitted and are currently under review. Since no building permits have been issued, Extensions of Time are necessary. If denied, the land entitlements will have expired on 03/21/21.

These Extensions of Time requests will not jeopardize public health, safety, and welfare; therefore, staff recommends approval of this request subject to a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/04/62	The City Planning Commission approved a Rezoning (Z-0091-62) from R-E (Residence Estates) to R-1 (Single Family Residence) generally located on the east side of Decatur Boulevard between Smoke Ranch Road and Coran (College Avenue) Lane.
07/02/86	The City Council approved a Rezoning (Z-0044-86) from R-1 (Single Family Residence and R-3 (Limited Multiple Residence) to R-CL (Single Family Compact Lot) and C-1 (Limited Commercial) on the southeast corner of Smoke Ranch Road and Decatur Boulevard; for proposed medium low density residential and retail commercial. The Planning Commission recommended approval.
05/11/04	A Code Enforcement Case (CE-14500) was reported for a vacant lot with high weeds and litter blowing into adjacent residential development at a vacant lot at the southeast corner of Decatur Boulevard and Smoke Ranch Road. The case was resolved on 08/31/04.
04/28/05	The Planning Commission tabled a request for a Rezoning (ZON-5669) from R-1 (Single-Family Residential) to C-1 (Limited Commercial) on the subject property. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/16/05	The City Council approved a General Plan Amendment (GPA-7678) from SC (Service Commercial) to MLA (Medium-Low Attached Density Residential) on 6.19 acres adjacent to the south side of Smoke Ranch Road, approximately 240 feet east of Decatur Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a Rezoning (ZON-9058) from R-1 (Single Family Residential) to R-PD9 (Residential Planned Development - 9 Units per Acre) on 6.19 acres adjacent to the south side of Smoke Ranch Road, approximately 240 feet east of Decatur Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a Waiver (WVR-9060) to allow 88 feet between street intersections where 220 feet is the minimum separation required adjacent to the south side of Smoke Ranch Road, approximately 240 feet east of Decatur Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a Site Development Plan Review (SDR-9061) for a 50-lot single-family residential development adjacent to the south side of Smoke Ranch Road, approximately 240 feet east of Decatur Boulevard. The Planning Commission and staff recommended approval.
12/01/05	The Planning Commission approved a Tentative Map (TMP-9764) for a 50-lot single-family subdivision on 5.33 acres located approximately 168 feet south of the southeast corner of the intersection of Decatur Boulevard and Smoke Ranch Road, staff recommended approval.
03/07/07	The City Council approved a General Plan Amendment (GPA-16511) from ML (Medium-Low Density Residential) to MLA (Medium-Low Attached Density Residential) on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard. The Planning Commission and staff recommended denial.
	The City Council approved a Rezoning (ZON-16519) from R-1 (Single Family Residential) under resolution of intent to R-PD8 (Residential Planned Development - 8 Units per Acre) to R-PD12 (Residential Planned Development - 12 Units per Acre) on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard. The Planning Commission and staff recommended denial.
	The City Council approved a Site Development Plan Review (SDR-16522) for a proposed 77-lot single-family residential subdivision at the southeast corner of Smoke Ranch Road and Decatur Boulevard. The Planning Commission and staff recommended denial.
	The City Council allowed the applicant to withdraw without prejudice a Variance (VAR-16525) to allow 35,642 square feet of open space where 53,370 square feet is the minimum required at the southeast corner of Smoke Ranch Road and Decatur Boulevard. The Planning Commission and staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/18/07	The City Council approved a Tentative Map (TMP-18239) for a 65-lot single-family residential subdivision on 6.19 acres adjacent to the southeast corner of Decatur Boulevard and Smoke Ranch Road, staff recommended approval.
04/16/08	The City Council approved a General Plan Amendment (GPA-25969) from MLA (Medium-Low Attached Density Residential) to GC (General Commercial) on 5.33 acres adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard. The Planning Commission recommended approval and staff recommended denial.
	The City Council approved a Rezoning (ZON-25970) from R-1 (Single Family Residential) under resolution of intent to R-PD10 (Residential Planned Development - 10 Units per Acre) to C-2 (General Commercial) on 5.33 acres adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard. The Planning Commission recommended approval and staff recommended denial. *The application was amended to C-1 (Limited Commercial) at the City Council Meeting.*
08/28/08	The Planning Commission approved a Tentative Map (TMP-28938) for a one-lot commercial subdivision on 5.34 acres at the southeast corner of Decatur Boulevard and Smoke Ranch Road, staff recommended approval.
11/24/09	A Code Enforcement Case (CE-84337) was reported for a fence knocked down at the southeast corner of Decatur Boulevard and Smoke Ranch Road. The case was resolved on 01/10/10.
01/20/10	A Code Enforcement Case (CE-85707) was reported for a vacant lot full of high weeds, bushes, and grass, graffiti, and trash. The case was resolved on 03/08/10.
04/18/11	A Code Enforcement Case (CE-100626) was reported for high weeds and a lot of trash and debris on a vacant lot. The case was resolved on 06/06/11.
02/05/14	A Code Enforcement Case (CE-137603) was reported for trash, debris, and tires on a vacant lot at the southeast corner of Smoke Ranch Road and Decatur Boulevard. The case was resolved on 03/20/14.
03/06/19	The City Council approved a Variance (VAR-75324) to allow a 17-foot residential adjacency setback where 72 feet is the minimum required and to allow a 76-foot residential adjacency setback where 155 feet is the minimum required adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Special Use Permit (SUP-75325) for a proposed 191-unit Senior Citizen Apartments use on 5.33 acres adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard. The Planning Commission recommended approval while staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/06/19	The City Council approved a Special Use Permit (SUP-75326) for a 53-foot tall building where the Airport Overlay District limits the height to 35 feet adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Site Development Plan Review (SDR-75327) for a proposed 191-unit senior citizen apartments development with Waivers to allow a zero-foot landscape buffer on the north and west property lines where 15 feet is the minimum required and a zero-foot landscape buffer along a portion of the east property line where eight feet is the minimum required; also to allow a zero-foot landscape buffer along a portion of the north and west property line where eight feet is required adjacent to the convenience store on 5.33 acres adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard. The Planning Commission recommended approval while staff recommended denial.

Most Recent Change of Ownership	
05/15/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/22/19	A Civil Improvement Plan (L19-02545) is currently under review for civil off-site improvements and a water line extension at the southeast corner of Smoke Ranch Road and Decatur Boulevard. The permit is contingent on the approval of these Extension of Time requests.
01/17/20	A Building Permit (C20-00289) is currently under review to construct five two-story apartment buildings including on-site parking and amenities at 2360 North Decatur Boulevard. The permit is contingent on the approval of these Extension of Time requests.

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.

Details of Application Request	
Site Area	
Net Acres	5.33

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	GC (General Commercial)	C-1 (Limited Commercial)
North	General Retail, Other than Listed Beer/Wine/Cooler Off-Sale Establishment	SC (Service Commercial)	
	Shopping Center	LI/R (Light Industry/ Research)	C-M (Commercial/ Industrial)
	Undeveloped		
South	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East			
West	General Retail, Other than Listed Beer/Wine/Cooler Off-Sale Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
	Undeveloped	RN (Rural Neighborhood – Clark County)	C-1 (Local Business) – Clark County)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 35 Feet	N*
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Development Impact Notification Assessment	N/A
Project of Regional Significance	Y**

**The maximum height of 53 feet was approved through Special Use Permit (SUP-75326).*
***A Project of Regional Significance form was received as a part of the original entitlement applciaitons.*

AS

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	232,174 SF	Y
Min. Lot Width	100 Feet	275 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	 10 Feet 10 Feet 10 Feet 20 Feet	 21 Feet 17 Feet 26 Feet 20 Feet	 Y Y Y Y
Max. Lot Coverage	50%	36%	Y
Max. Building Height	35 Feet	24 Feet 53 Feet	Y*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

**The maximum height of 53 feet was approved through Special Use Permit (SUP-75326).*

Pursuant to Title 19.08.040, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope – Townhouse Apartments – East Perimeter	72 Feet	17 Feet	Y*
3:1 proximity slope – Townhouse Apartments – South Perimeter	72 Feet	20 Feet	Y*
3:1 proximity slope – Apartment Building – East Perimeter	155 Feet	16 Feet	Y*
3:1 proximity slope – Apartment South Perimeter	155 Feet	84 Feet	Y*
Trash Enclosure	50 Feet	286 Feet	Y

**The maximum height of 53 feet was approved through Special Use Permit (SUP-75326).*

AS

Pursuant to Title 19.08.040, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	11 Trees	11 Trees	Y
• South	1 Tree / 20 Linear Feet	21 Trees	21 Trees	Y
• East	1 Tree / 20 Linear Feet	27 Trees	27 Trees	Y
• West	1 Tree / 20 Linear Feet	15 Trees	15 Trees	Y
Adjacent to C-Store:				
• North	1 Tree / 20 Linear Feet	8 Trees	5 Trees	N*
• West	1 Tree / 20 Linear Feet	8 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**90 Trees**	**79 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	32 Trees	27 Trees	N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		0 Feet	N***
• South	8 Feet		8 Feet	Y
• East	8 Feet		0 Feet	N***
• West	15 Feet		0 Feet	N***
Adjacent to C-Store:				
• North	8 Feet		0 Feet	N***
• West	8 Feet		0 Feet	N***
Wall Height	6 to 8 Feet Adjacent to Residential		8 Feet	Y

**An Exception of planting materials is required to allow 79 perimeter landscape buffer trees where 90 are required.*

***An Exception of planting materials is required to allow 27 parking lot islands and end caps where 32 are required.*

****The applicant has requested Waivers to allow a zero-foot landscape buffer on the north and west property line where 15 feet is the minimum required and a zero-foot landscape buffer along a portion of the east property line where eight feet is the minimum required.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Smoke Ranch Road	Primary Arterial	Master Plan of Streets and Highways	105	Y
Decatur Boulevard	Primary Arterial	Master Plan of Streets and Highways	120	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	
Senior Citizen Apartments	191 Units	1 per 0.75 units	144				
TOTAL SPACES REQUIRED			144		160		Y
Regular and Handicap Spaces Required			139	5	154	6	Y

**The submitted site plan depicts 160 overall parking spaces (135 outdoor parking spaces and 25 garage spaces).*

Waivers		
Requirement	***Request***	***Staff Recommendation***
An eight-foot landscaping buffer is required along all interior lot lines	To allow a zero-foot landscape buffer along a portion of the east perimeter where eight feet is required	Approval*
	To allow a zero-foot landscape buffer along a portion of the north and west property line where eight feet is required adjacent to the convenience store	Approval*
A 15-foot landscaping buffer is required along all rights-of-way	To allow a zero-foot buffer along the north and west perimeter where 15 feet is required	Approval*

**The following Waivers were requested in conjunction with the previous Site Development Plan Review (SDR-75327) approval, staff had recommended denial on each.*

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Exceptions		
Requirement	***Request***	***Staff Recommendation***
Perimeter landscape buffer required 24-inch box trees to be space every 20 linear feet	To allow 79 perimeter landscape buffer trees where 90 are required.	Approval*
One tree for every six uncovered parking spaces, plus one tree at the end of each row of spaces	To allow 27 trees within the interior parking lot area where 32 are required	Approval*

**The following Exceptions were requested in conjunction with the previous Site Development Plan Review (SDR-75327) approval, staff had recommended denial on each.*

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DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

21-0136 03/09/2021

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) PRJ75268 (VAR-75324, SUP-75325, SUP-75326 AND SDR-75327)

Project Address (Location) 2360 N. Decatur Blvd. Las Vegas, NV 89108

Project Name Smoke Ranch and Decatur Senior Apartments **Proposed Use** Senior Apartments

Assessor's Parcel #(s) 139-19-101-002 **Ward #** 5 - Crear

General Plan: Existing GC Proposed NO CHANGE **Zoning:** Existing C-1 Proposed NO CHANGE

Additional Information This application is being submitted to request an extension of time for each of the approved applications listed above.

Property Owner Investor Equity Homes LLC Contact Mr. Vince Schettler

Address 10091 Park Run Drive, Suite 110 City Las Vegas State NV Zip 89145

E-mail vschettler@mosaicred.com Phone (702) 528-8800

Applicant Investor Equity Homes LLC Contact Mr. Vince Schettler

Address 10091 Park Run Drive, Suite 110 City Las Vegas State NV Zip 89145

E-mail vschettler@mosaicred.com Phone (702) 528-8800

Representative Baughman & Turner, Inc. Contact Ms. Jodi Jorjorian, PE

Address 1210 Hinson St. City Las Vegas State NV Zip 89102

E-mail jodij@baughman-turner.com Phone (702) 870-8771

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 Jerry R. Crowell

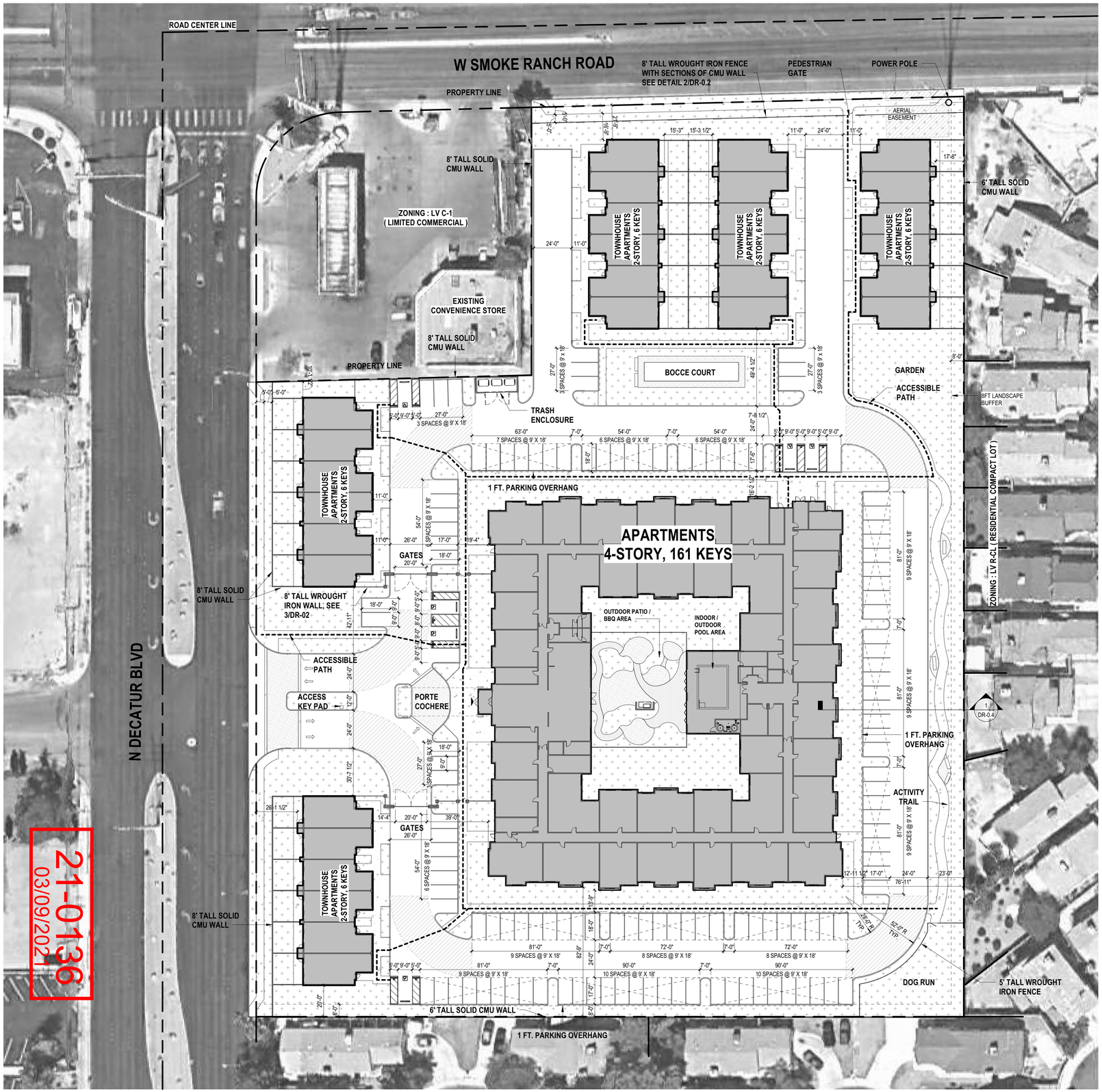
Subscribed and sworn before me

This 3rd day of March, 20 21

Diane Meeter

Notary Public in and for said County and State

DIANE MEETER
Notary Public, State of Nevada
Appointment No. 93-1907-1
My Appt. Expires Nov 11, 2024



21-0136
03/09/2021

PROJECT SUMMARY

THIS PROJECT CONSISTS OF SITE DEVELOPMENT FOR 4-STORY SENIOR APARTMENTS (161 KEYS) WITH INDOOR POOL, FIVE 2-STORY TOWNHOUSE APARTMENTS (6 KEYS) AND ON-SITE PARKING AND AMENITIES.

SITE SUMMARY

JURISDICTION:	LAS VEGAS, NV
SITE AREA (NET):	5.33 ACRES / 232 175 SF
ZONING CLASSIFICATION:	C-1
PLANNED LAND USE:	LIMITED COMMERCIAL USE
FRONT YARD SETBACK:	10'-0"
SIDE YARD SETBACK:	10'-0"
CORNER SIDE YARD:	10'-0"
REAR YARD SETBACK:	20'-0"
HEIGHT ALLOWED:	
FOOTPRINT COVERAGE:	67,900 SF

BUILDING AREAS

APARTMENTS (161 KEYS)

LEVEL 1:	43,300 SF
LEVEL 2:	41,500 SF
LEVEL 3:	41,500 SF
LEVEL 4:	41,500 SF
TOTAL:	167,800 SF

TOWNHOUSE APARTMENTS (30 KEYS)

LEVEL 1:	4,920 SF
LEVEL 2:	3,800 SF
TOTAL:	43,600 SF

TOTAL AREAS: 211,400 SF

PARKING CALCULATIONS

USE: RESIDENTIAL / SENIOR HOUSING

REQUIRED: 0.75 SPACE PER UNIT
SENIOR APARTMENTS 0.75x 191 = 144 SPACES

TOTAL: 144 SPACES REQUIRED

PROVIDED: ON-SITE PARKING:
135 SPACES+ 25 GARAGES FOR TOWNHOMES

TOTAL: 160 SPACES PROVIDED
INCL. 5 ACCESSIBLE AND 1 VAN ACCESSIBLE

VICINITY MAP



1 SITE PLAN
1" = 30'-0"

N

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PRELIMINARY DESIGN

SENIOR APARTMENTS

4-STORY, 161 KEYS

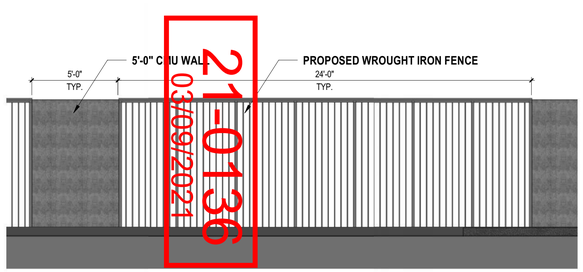
2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

SITE PLAN / SITE DATA

DR-0.1





2 **PROPOSED PERIMETER FENCE PARTIAL ELEVATION**
1/4" = 1'-0"

1 **SITE PLAN**
1" = 40'-0"

N

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SENIOR APARTMENTS

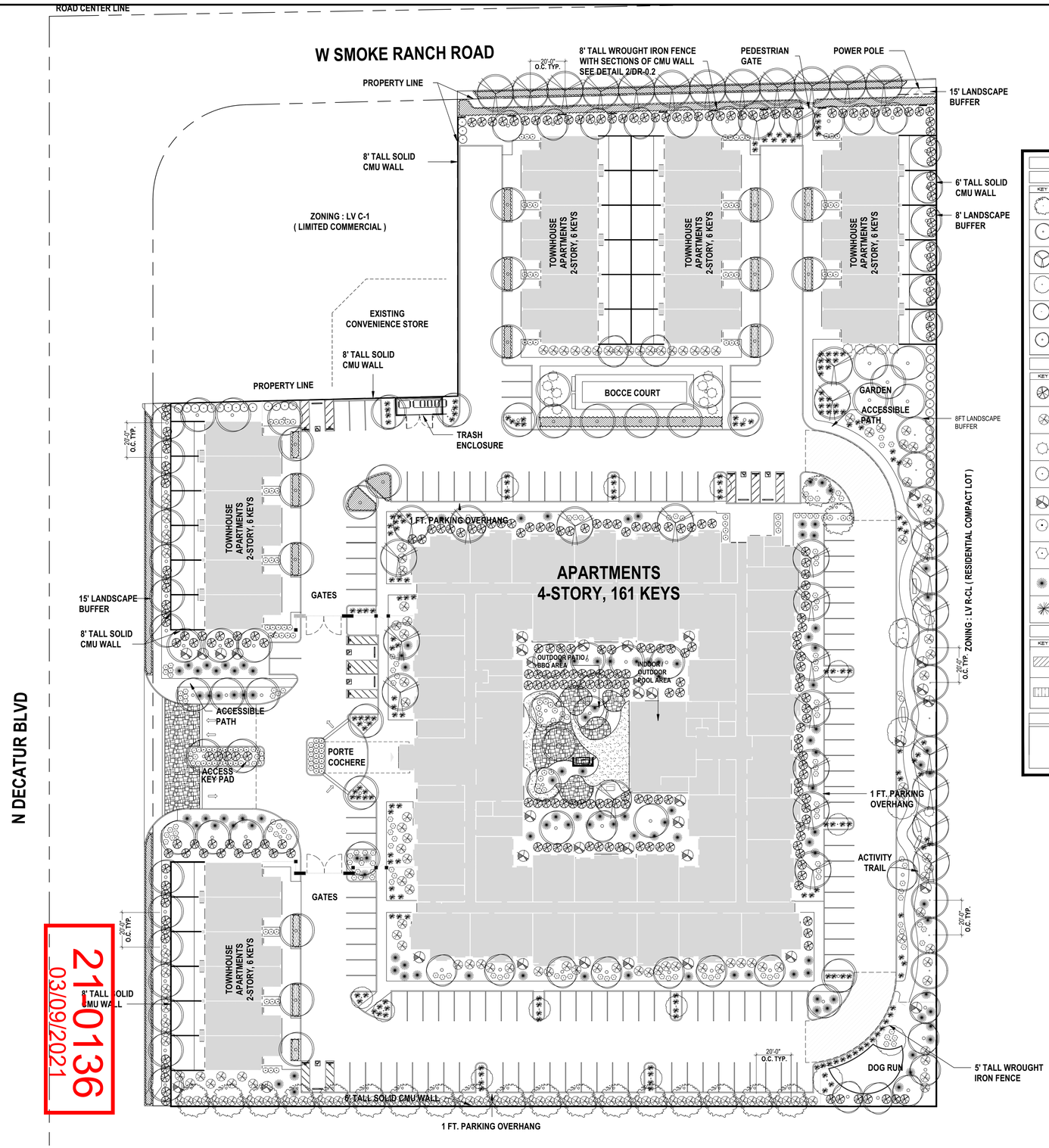
4-STORY, 161 KEYS

2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

SITE AERIAL VIEW

DR-0.2



PLANT LEGEND				
TREES				
KEY	BOTANICAL/ COMMON NAME	SIZE	NOTES	QUANTITY
	Quercus v. "Cathedral" Cathedral Live Oak	24in. Box		20
	Pistachio chinensis Chinese Pistachio	24 in. Box		76
	Fraxinus v. "Rio Grande" Fan Tex Ash	24 in. Box		38
	Acacia salicina Acacia	24 in. Box		16
	Rhus lancia Bunac	24 in. Box		9
	Vitex agnus Vitex	24 in. Box		32
SHRUBS				
KEY	BOTANICAL/ COMMON NAME	SIZE	NOTES	
	Xylosma congestum "Compacta" Compact Xylosma	5 GAL.		262
	Leucophyllum l. "Rio Bravo" Rio Bravo Sage	5 GAL.		187
	Eremophila glabra Emu Bush	5 GAL.		20
	Ligustrum sp. Privet	5 GAL.		33
	Tecoma stans Yellow Bells	5 GAL.		36
	Ilex vomitoria Yaupon Holly	5 GAL.		105
	Lantana sp. Yellow Lantana	5 GAL.		163
	Dasylirion texanum Green Desert Spoon	5 GAL.		118
	Hesperaloe parviflolia Red and Yellow Yucca	5 GAL.	50% Red 50% Yellow	157
GROUNDCOVERS				
KEY	BOTANICAL/ COMMON NAME	SIZE	REMARKS	
	Rosmarinus o. 'Huntington Blue' Rosemary	1 GAL.	3' O.C.	412
	Dalea capitata "Sierra Gold" Sierra Gold Dalea	1 GAL.	3' O.C.	32

NOTES

ALL LANDSCAPE AREAS SHALL RECEIVE A 2" LAYER OF VISTA GOLD CRUSHED ROCK.
ALL TREES WITHIN 5' OF HARDSCAPE MUST HAVE ROOT BARRIERS INSTALLED.

REVISIONS	BY

DesignScapes
Landscape Architecture • Planning
5269 GREEN FOREST WAY
Las Vegas, Nevada 89118
Phone: 327-4523

PLANTING PLANS
SENIOR APARTMENTS
4-STORY, 161 KEYS
2360 N. DECATUR BLVD. LAS VEGAS, NEVADA

REGISTERED LANDSCAPE ARCHITECT
THOMAS DELLAQUILA
517
STATE OF NEVADA

Date: 1/9/19
Scale: 1"=30'
Drawn by:
Designed by: T.D.

SHEET
LD -1
1 OF 1 SHEETS

21-0136
03/09/2021



PLANT LEGEND

TREES

KEY	BOTANICAL/ COMMON NAME	SIZE	NOTES	QUANTITY
	Quercus v. "Cathedral" Cathedral Live Oak	24in. Box		20
	Pistachio chinensis Chinese Pistachio	24 In. Box		76
	Fraxinus v. "Rio Grande" Fan Tex Ash	24 In. Box		38
	Acacia salicina Acacia	24 In. Box		16
	Rhus lancia Sumac	24 In. Box		9
	Vitex agnus Vitex	24 In. Box		32

SHRUBS

KEY	BOTANICAL/ COMMON NAME	SIZE	NOTES	
	Xylosma congestum "Compacta" Compact Xylosma	5 GAL.		262
	Leucophyllum l. "Rio Bravo" Rio Bravo Sage	5 GAL.		181
	Eremophila glabra Emu Bush	5 GAL.		20
	Ligustrum sp. Privet	5 GAL.		33
	Tecoma stans Yellow Bells	5 GAL.		36
	Ilex vomitoria Yaupon Holly	5 GAL.		105
	Lantana sp. Yellow Lantana	5 GAL.		163
	Dasylirion texanum Green Desert Spoon	5 GAL.		118
	Hesperaloe parviflolia Red and Yellow Yucca	5 GAL.	50% Red 50% Yellow	151

GROUNDCOVERS

KEY	BOTANICAL/ COMMON NAME	SIZE	REMARKS	
	Rosemarinus o. 'Huntington Blue' Rosemary	1 GAL.	3' O.C.	472
	Dalea capitata "Sierra Gold" Sierra Gold Dalea	1 GAL.	3' O.C.	32

NOTES

ALL LANDSCAPE AREAS SHALL RECEIVE A 2" LAYER OF VISTA GOLD CRUSHED ROCK.
ALL TREES WITHIN 5' OF HARDSCAPE MUST HAVE ROOT BARRIERS INSTALLED.

REVISIONS	BY

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Landscape Architecture • Planning
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PLANTING PLANS

SENIOR APARTMENTS

4-STORY, 161 KEYS

2360 N. DECATUR BLVD. LAS VEGAS, NEVADA

REGISTERED LANDSCAPE ARCHITECT
THOMAS DELLAQUILA
517
STATE OF NEVADA

Date: 1/9/19
Scale: 1"=30'
Drawn by:
Designed by: T.D.

SHEET
LD -1
1 OF 1 SHEETS



ROOM TYPE

- 1 BDRM B1
- 1 BDRM B2
- 1 BDRM B3
- 1 BDRM B4 ADA
- 2 BDRM C1
- 2 BDRM C2
- 2 BDRM C3
- 2 BDRM C4
- 2 BDRM C5
- 2 BDRM C6 ADA

APARTMENT SCHEDULE

APARTMENT UNIT TYPE	COUNT
LEVEL 1	
1 BDRM B1	7
1 BDRM B2	10
1 BDRM B4 ADA	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C5	3
LEVEL 1	34
LEVEL 2	
1 BDRM B1	7
1 BDRM B2	16
1 BDRM B3	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C4	3
2 BDRM C6 ADA	1
LEVEL 2	41
LEVEL 3	
1 BDRM B1	6
1 BDRM B2	18
1 BDRM B3	1
1 BDRM B4 ADA	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C4	3
2 BDRM C6 ADA	1
LEVEL 3	43
LEVEL 4	
1 BDRM B1	18
1 BDRM B2	7
1 BDRM B3	1
2 BDRM C1	2
2 BDRM C2	8
2 BDRM C3	4
2 BDRM C4	3
LEVEL 4	43
TOTAL APARTMENTS:	161

COMMON AREAS LEVEL 1

NAME	AREA
LEVEL 1	
STAIR B	234 SF
ADMINISTRATION	239 SF
CLUBHOUSE	2,966 SF
MEETING ROOM	273 SF
INDOOR POOL	1,647 SF
FITNESS	852 SF
MECHANICAL	230 SF
TRASH TERMINATION ROOM	155 SF
STAIRS A	200 SF
FIRE RISER	52 SF
POOL EQUIPMENT STORAGE	289 SF
STORAGE	177 SF
POOL EQUIP.	127 SF
ELEV. EQUIP.	101 SF
POOL MECH.	164 SF
ELEV. EQUIP.	135 SF
CORRIDOR	1,873 SF
ELECTRICAL	379 SF
MEETING ROOM	645 SF
MECHANICAL	291 SF
RESTROOM	205 SF
RESTROOM	198 SF
RESTROOM	68 SF
RESTROOM	72 SF
ELEVATOR SHAFT	71 SF
HALLWAY	627 SF
CORRIDOR	1,801 SF
ELEVATOR SHAFT	71 SF
HALLWAY	75 SF
TOTAL AREA:	14,217 SF

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1 FLOOR PLAN - LEVEL 1
1/16" = 1'-0"

N

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PRELIMINARY DESIGN

SENIOR APARTMENTS

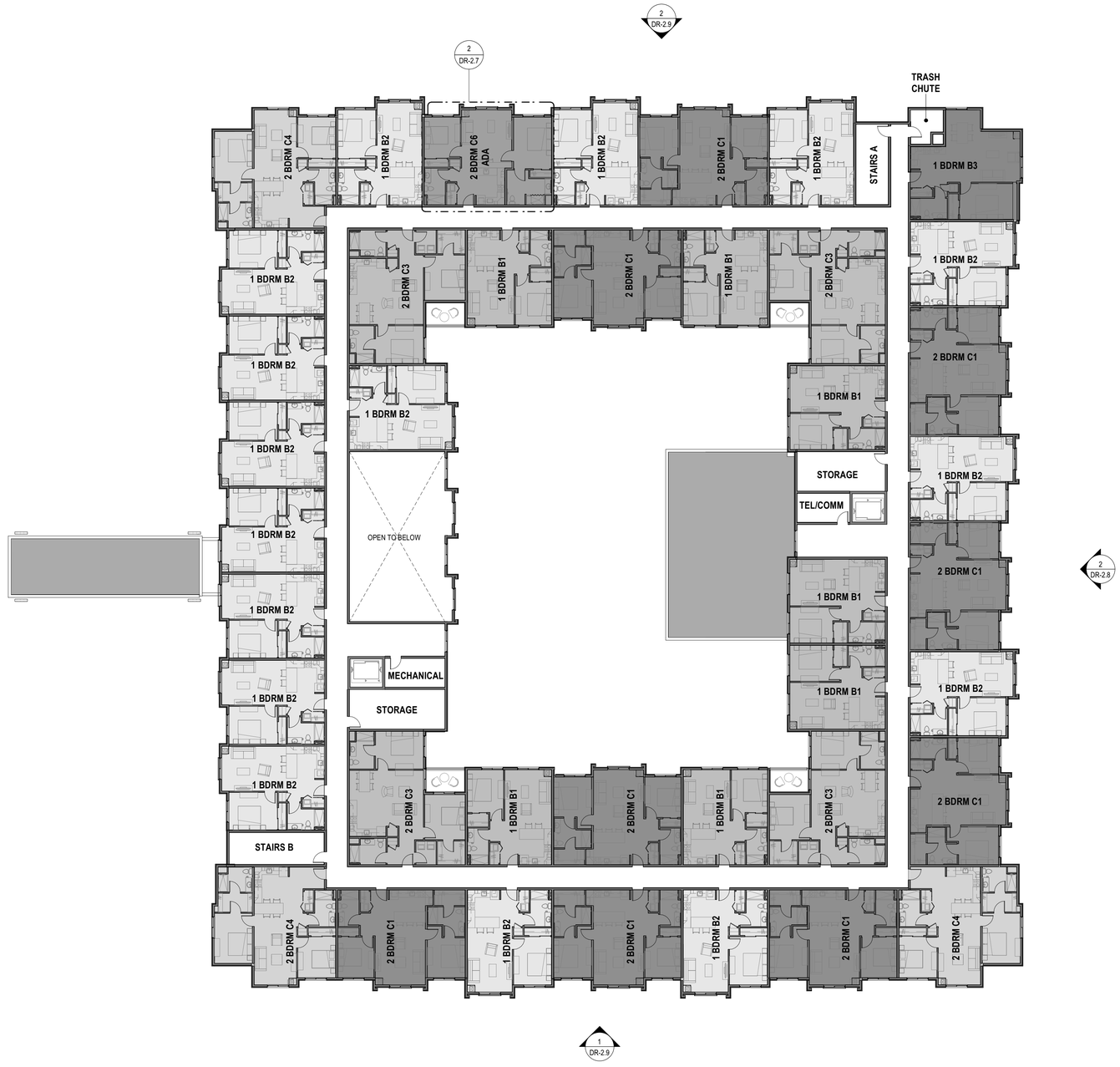
4-STORY, 161 KEYS

2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

FLOOR PLAN - LEVEL 1

DR-2.1



ROOM TYPE

- 1 BDRM B1
- 1 BDRM B2
- 1 BDRM B3
- 1 BDRM B4 ADA
- 2 BDRM C1
- 2 BDRM C2
- 2 BDRM C3
- 2 BDRM C4
- 2 BDRM C5
- 2 BDRM C6 ADA

APARTMENT SCHEDULE

APARTMENT UNIT TYPE	COUNT
LEVEL 1	
1 BDRM B1	7
1 BDRM B2	10
1 BDRM B4 ADA	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C5	3
LEVEL 1	34
LEVEL 2	
1 BDRM B1	7
1 BDRM B2	16
1 BDRM B3	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C4	3
2 BDRM C6 ADA	1
LEVEL 2	41
LEVEL 3	
1 BDRM B1	6
1 BDRM B2	18
1 BDRM B3	1
1 BDRM B4 ADA	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C4	3
2 BDRM C6 ADA	1
LEVEL 3	43
LEVEL 4	
1 BDRM B1	18
1 BDRM B2	7
1 BDRM B3	1
2 BDRM C1	2
2 BDRM C2	8
2 BDRM C3	4
2 BDRM C4	3
LEVEL 4	43
TOTAL APARTMENTS:	161

COMMON AREAS LEVEL 2

LEVEL	AREA
LEVEL 2	
STORAGE	270 SF
TEL/COMM	118 SF
STAIRS A	200 SF
MECHANICAL	134 SF
STAIRS B	234 SF
TRASH CHUTE	74 SF
STORAGE	292 SF
CORRIDOR	4,495 SF
ELEVATOR SHAFT	71 SF
ELEVATOR SHAFT	71 SF
TOTAL AREA	5,959 SF

1 FLOOR PLAN - LEVEL 2

1/16" = 1'-0"

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PRELIMINARY DESIGN

SENIOR APARTMENTS

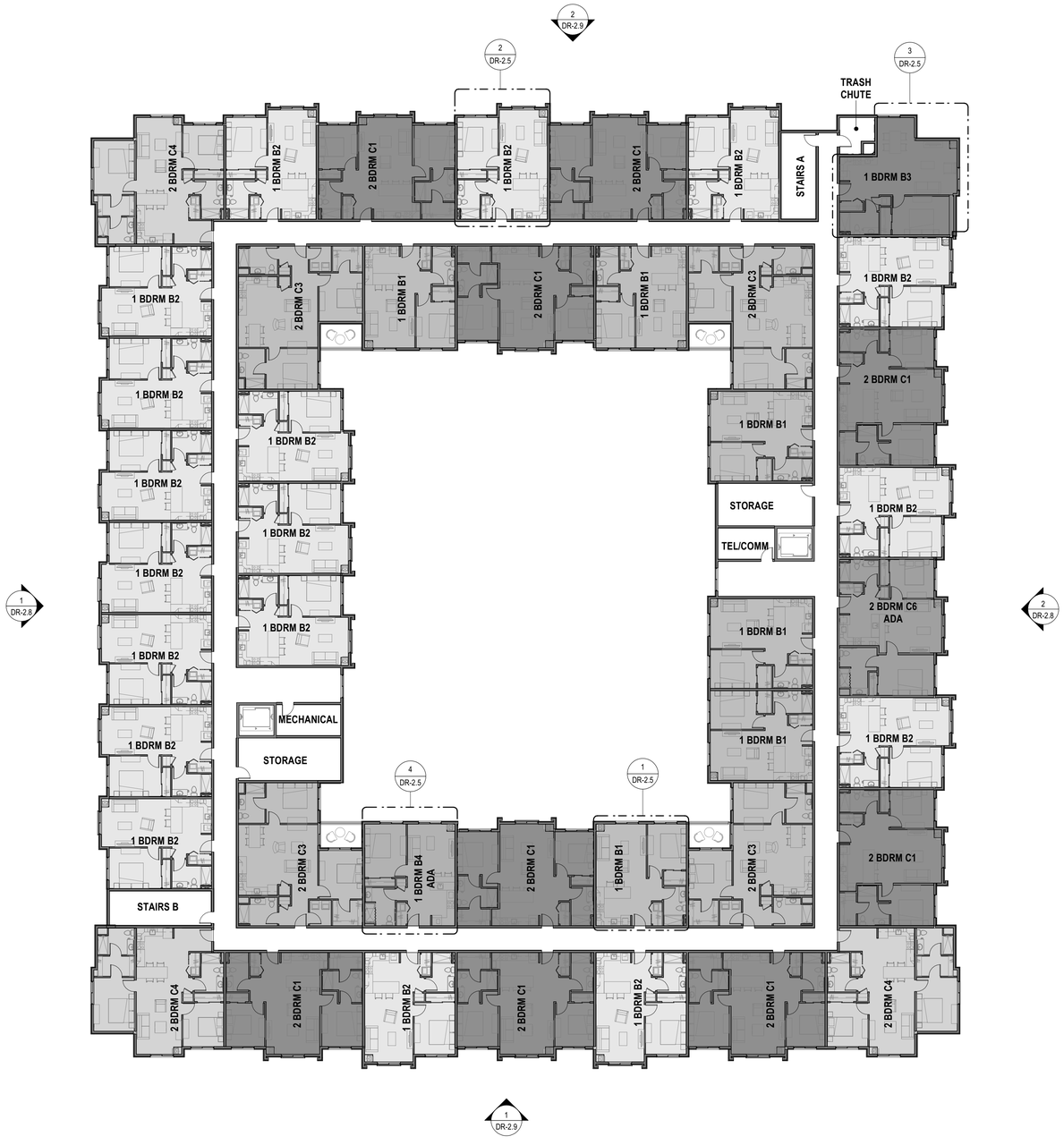
4-STORY, 161 KEYS

2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

FLOOR PLAN - LEVEL 2

DR-2.2



ROOM TYPE

- 1 BDRM B1
- 1 BDRM B2
- 1 BDRM B3
- 1 BDRM B4 ADA
- 2 BDRM C1
- 2 BDRM C2
- 2 BDRM C3
- 2 BDRM C4
- 2 BDRM C5
- 2 BDRM C6 ADA

APARTMENT SCHEDULE

APARTMENT UNIT TYPE	COUNT
LEVEL 1	
1 BDRM B1	7
1 BDRM B2	10
1 BDRM B4 ADA	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C5	3
LEVEL 1	34
LEVEL 2	
1 BDRM B1	7
1 BDRM B2	16
1 BDRM B3	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C4	3
2 BDRM C6 ADA	1
LEVEL 2	41
LEVEL 3	
1 BDRM B1	6
1 BDRM B2	18
1 BDRM B3	1
1 BDRM B4 ADA	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C4	3
2 BDRM C6 ADA	1
LEVEL 3	43
LEVEL 4	
1 BDRM B1	18
1 BDRM B2	7
1 BDRM B3	1
2 BDRM C1	2
2 BDRM C2	8
2 BDRM C3	4
2 BDRM C4	3
LEVEL 4	43
TOTAL APARTMENTS:	161

COMMON AREAS LEVEL 3

LEVEL	AREA
LEVEL 3	
STAIRS B	234 SF
STORAGE	270 SF
TEL/COMM	118 SF
MECHANICAL	134 SF
STORAGE	292 SF
TRASH CHUTE	74 SF
STAIRS A	200 SF
CORRIDOR	4,495 SF
ELEVATOR SHAFT	71 SF
ELEVATOR SHAFT	71 SF
TOTAL AREA	5,959 SF

1 **FLOOR PLAN - LEVEL 3**
1/16" = 1'-0"

N

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PRELIMINARY DESIGN

SENIOR APARTMENTS

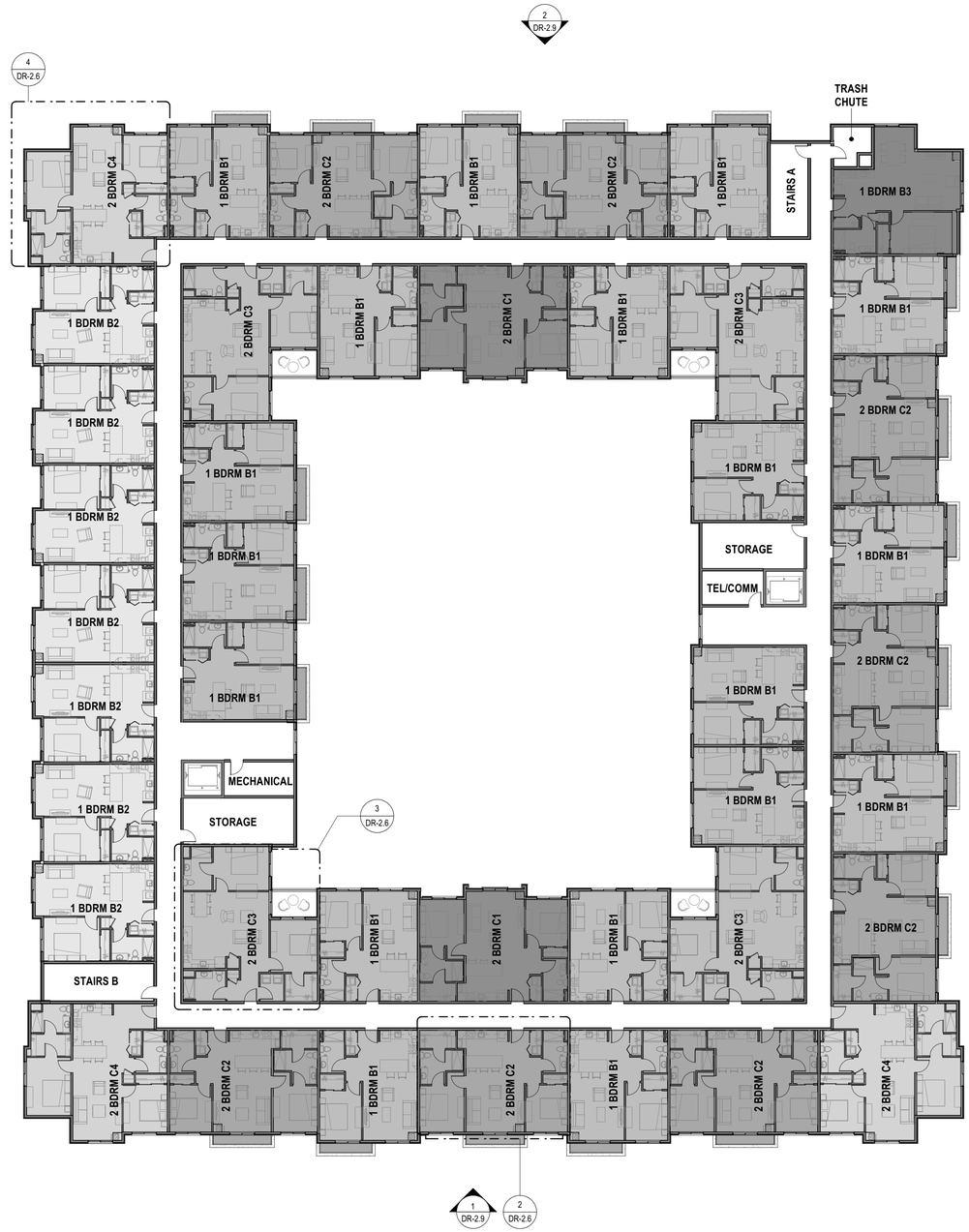
4-STORY, 161 KEYS

2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18.062

FLOOR PLAN - LEVEL 3

DR-2.3



ROOM TYPE

- 1 BDRM B1
- 1 BDRM B2
- 1 BDRM B3
- 1 BDRM B4 ADA
- 2 BDRM C1
- 2 BDRM C2
- 2 BDRM C3
- 2 BDRM C4
- 2 BDRM C5
- 2 BDRM C6 ADA

APARTMENT SCHEDULE

APARTMENT UNIT TYPE	COUNT
LEVEL 1	
1 BDRM B1	7
1 BDRM B2	10
1 BDRM B4 ADA	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C5	3
LEVEL 1	34
LEVEL 2	
1 BDRM B1	7
1 BDRM B2	16
1 BDRM B3	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C4	3
2 BDRM C6 ADA	1
LEVEL 2	41
LEVEL 3	
1 BDRM B1	6
1 BDRM B2	18
1 BDRM B3	1
1 BDRM B4 ADA	1
2 BDRM C1	9
2 BDRM C3	4
2 BDRM C4	3
2 BDRM C6 ADA	1
LEVEL 3	43
LEVEL 4	
1 BDRM B1	18
1 BDRM B2	7
1 BDRM B3	1
2 BDRM C1	2
2 BDRM C2	8
2 BDRM C3	4
2 BDRM C4	3
LEVEL 4	43
TOTAL APARTMENTS:	161

COMMON AREAS LEVEL 4

	AREA
LEVEL 4	
STORAGE	270 SF
TEL/COMM	118 SF
MECHANICAL	134 SF
STORAGE	292 SF
TRASH CHUTE	74 SF
STAIRS A	200 SF
STAIRS B	234 SF
CORRIDOR	4,495 SF
ELEVATOR SHAFT	71 SF
ELEVATOR SHAFT	71 SF
TOTAL AREA	5,959 SF

N

1 **FLOOR PLAN - LEVEL 3 - 4**
1/16" = 1'-0"

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SENIOR APARTMENTS

4-STORY, 161 KEYS

2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

FLOOR PLAN - LEVEL 4

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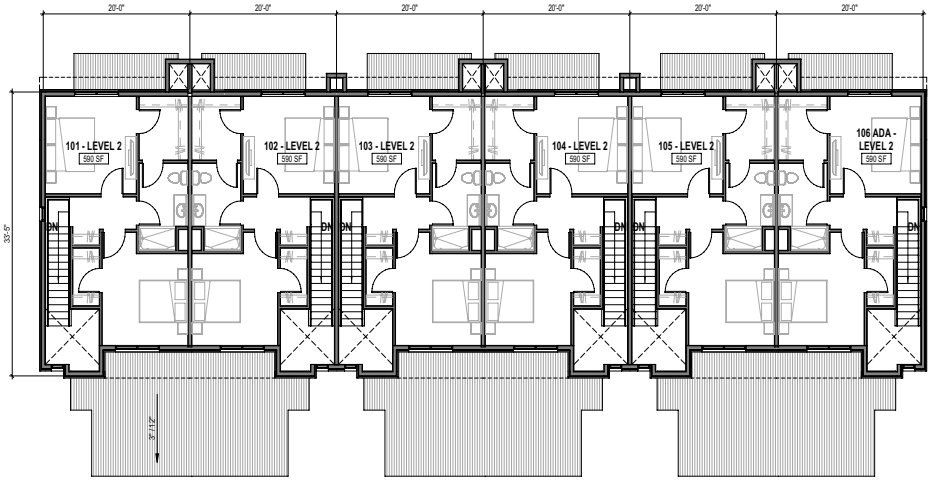
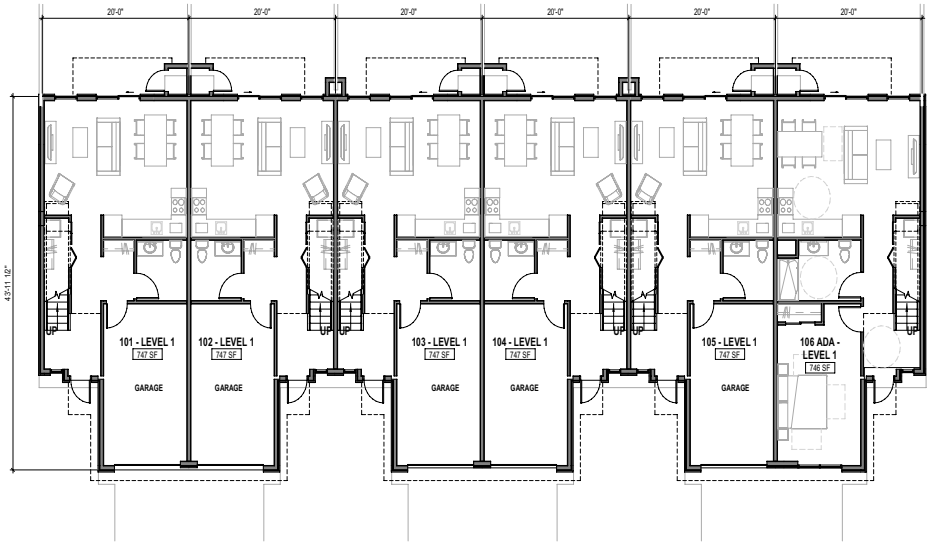


2 **FLOOR PLAN - LEVEL 2**
1/8" = 1'-0"



1 **FLOOR PLAN - LEVEL 1**
1/8" = 1'-0"

APARTMENT SCHEDULE	
Level	Area
UNIT 101	
LEVEL 1	747 SF
LEVEL 2	590 SF
	1,337 SF
UNIT 102	
LEVEL 1	747 SF
LEVEL 2	590 SF
	1,337 SF
UNIT 103	
LEVEL 1	747 SF
LEVEL 2	590 SF
	1,337 SF
UNIT 104	
LEVEL 1	747 SF
LEVEL 2	590 SF
	1,337 SF
UNIT 105	
LEVEL 1	747 SF
LEVEL 2	590 SF
	1,337 SF
UNIT 106 ADA	
LEVEL 1	746 SF
LEVEL 2	590 SF
	1,336 SF

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TOWNHOUSES
2-STORY, 30 KEYS
2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

FLOOR PLANS

21-0136
03/09/2021

DR-3.1

EXTERIOR FINISH LEGEND

SYMBOL	ID	DESCRIPTION	SYMBOL
	PT1	EIFS PAINTED SHERWIN WILLIAMS - SW 7567 NATURAL TAN	
	PT-2	EIFS PAINTED SHERWIN WILLIAMS - SW 9168 ELEPHANT EAR	
	PT-3	EIFS PAINTED SHERWIN WILLIAMS - SW 7026 GRIFFIN	
	PT4	EIFS PAINTED SHERWIN-WILLIAMS - SW 9111 ANTLER VELVET	
	PT-5	EIFS DURON - 8266 BRAZILIAN BROWN	



2 **EAST ELEVATION**
3/32" = 1'-0"



1 **WEST ELEVATION**
3/32" = 1'-0"

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designcell ARCHITECTURE
1725 VILLAGE CENTER CIRCLE #110
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PRELIMINARY DESIGN

SENIOR APARTMENTS

4-STORY, 161 KEYS

2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

BUILDING ELEVATIONS

DR-2.8

EXTERIOR FINISH LEGEND

SYMBOL	ID	DESCRIPTION	SYMBOL
	PT1	EIFS PAINTED SHERWIN WILLIAMS - SW 7567 NATURAL TAN	
	PT-2	EIFS PAINTED SHERWIN WILLIAMS - SW 9168 ELEPHANT EAR	
	PT-3	EIFS PAINTED SHERWIN WILLIAMS - SW 7026 GRIFFIN	
	PT4	EIFS PAINTED SHERWIN-WILLIAMS - SW 9111 ANTLER VELVET	
	PT-5	EIFS DURON - 8266 BRAZILIAN BROWN	



2 **NORTH ELEVATION**
3/32" = 1'-0"



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1 **SOUTH ELEVATION**
3/32" = 1'-0"

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PRELIMINARY DESIGN

SENIOR APARTMENTS

4-STORY, 161 KEYS

2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

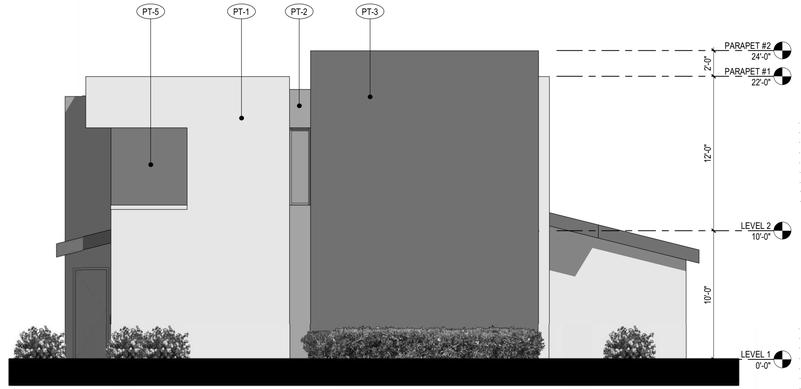
BUILDING ELEVATIONS

DR-2.9



4 DR SIDE ELEVATION 2

3/16" = 1'-0"



3 DR SIDE ELEVATION 1

3/16" = 1'-0"



2 BACK ELEVATION

3/16" = 1'-0"



21-01136
03.09.2021

1 FRONT ELEVATION

3/16" = 1'-0"

EXTERIOR FINISH LEGEND

SYMBOL	ID	DESCRIPTION	SYMBOL
	PT1	EIFS PAINTED SHERWIN WILLIAMS - SW 7567 NATURAL TAN	
	PT-2	EIFS PAINTED SHERWIN WILLIAMS - SW 9168 ELEPHANT EAR	
	PT-3	EIFS PAINTED SHERWIN WILLIAMS - 7026 GRIFFIN	
	PT-5	Drywit Brazilian brown	
	MTL-1	PAINTED METAL SHERWIN WILLIAMS - 7026 GRIFFIN	

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PRELIMINARY DESIGN

TOWNHOUSES

2-STORY, 30 KEYS

2360 N. DECATUR BLVD, LAS VEGAS, NV

PROJECT NUMBER: 18 062

BUILDING ELEVATIONS

DR-3.2



21-0136 - APPLICANT/OWNER: INVESTOR EQUITY HOMES, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 175 FEET EAST OF DECATUR BOULEVARD

04/07/21



21-0136 - APPLICANT/OWNER: INVESTOR EQUITY HOMES, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 175 FEET EAST OF DECATUR BOULEVARD

04/07/21



21-0136 - APPLICANT/OWNER: INVESTOR EQUITY HOMES, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 175 FEET EAST OF DECATUR BOULEVARD

04/07/21

21-0136
03/09/2021

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR
WARD 2 *(Vacant)*

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
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711 | TTY

cityoflasvegas
lasvegasnevada.gov

March 21, 2019

Ms. Liz Ortenberger
Safe Nest Temporary Assistance for Domestic Crisis
3900 Meadows Lane
Las Vegas, Nevada 89107

RE: ABEYANCE - VAR-75324 [PRJ-75268] - VARIANCE RELATED TO SUP-75325, SUP-75326 AND SDR-75327
CITY COUNCIL MEETING OF MARCH 20, 2019

Dear Ms. Ortenberger:

The City Council at a regular meeting held on March 20, 2019 voted to ***APPROVE*** a request for a Variance TO ALLOW A 17-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 72 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A 76-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 155 FEET IS THE MINIMUM REQUIRED on 5.33 acres adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard (APN 139-19-101-002), C-1 (Limited Commercial) Zone, Ward 5 (Crear) [PRJ-75268].

This approval is subject to the following conditions:

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-75325), Special Use Permit (SUP-75326) and Site Development Plan Review (SDR-75327) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

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03/09/2021

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on March 21, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. Vince Schettler
Colliers International
3960 Howard Hughes Parkway, Suite #150
Las Vegas, Nevada 89169

Mr. Jodi Jorjorian
Baughman & Turner, Inc.
1210 Hinson Street
Las Vegas, Nevada 89102

LAS VEGAS
CITY COUNCIL
CAROLYN G. GOODMAN
Mayor
LOIS TARKANIAN
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21-0136
03/09/2021

March 21, 2019

Ms. Liz Ortenberger
Safe Nest Temporary Assistance for Domestic Crisis
3900 Meadows Lane
Las Vegas, Nevada 89107

RE: ABEYANCE – SUP-75325 [PRJ-75268] – SPECIAL USE PERMIT RELATED TO VAR-75324, SUP-75326 AND SDR-75327 CITY COUNCIL MEETING OF MARCH 20, 2019

Dear Ms. Ortenberger:

The City Council at a regular meeting held on March 20, 2019 voted to ***APPROVE*** a request for a Special Use Permit FOR A PROPOSED 191-UNIT SENIOR CITIZEN APARTMENTS USE adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard (APN 139-19-101-002), C-1 (Limited Commercial) Zone, Ward 5 (Crear) [PRJ-75268].

This approval is subject to the following conditions:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Senior Citizens Apartments use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-75324), Special Use Permit (SUP-75326) and Site Development Plan Review (SDR-75327) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

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5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. Sign and record a deed restriction with language determined to be satisfactory by the City Attorney which restricts the use of the site to an age-restricted community for those persons 55 years of age or older, to the full extent of the law.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on March 21, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. Vince Schettler
Colliers International
3960 Howard Hughes Parkway, Suite #150
Las Vegas, Nevada 89169

Mr. Jodi Jorjorian
Baughman & Turner, Inc.
1210 Hinson Street
Las Vegas, Nevada 89102

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03/09/2021

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

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March 21, 2019

Ms. Liz Ortenberger
Safe Nest Temporary Assistance for Domestic Crisis
3900 Meadows Lane
Las Vegas, Nevada 89107

RE: ABEYANCE – SUP-75326 [PRJ-75268] – SPECIAL USE PERMIT RELATED TO VAR-75324, SUP-75325 AND SDR-75327 CITY COUNCIL MEETING OF MARCH 20, 2019

Dear Ms. Ortenberger:

The City Council at a regular meeting held on March 20, 2019 voted to ***APPROVE*** a request for a Special Use Permit FOR A 53-FOOT TALL BUILDING WHERE THE AIRPORT OVERLAY DISTRICT LIMITS THE HEIGHT TO 35 FEET adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard (APN 139-19-101-002), C-1 (Limited Commercial) Zone, Ward 5 (Crear) [PRJ-75268].

This approval is subject to the following conditions:

Planning

1. Conformance to all Minimum Requirements under Title 19.10.080 for a project in the Airport Overlay District.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-75324), Special Use Permit (SUP-75325) and Site Development Plan Review (SDR-75327) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

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5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. Prior to or at the time of submittal for any building permit, the applicant shall provide written verification by the FAA and/or the Clark County Department of Aviation of the following:
    a. Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Clark County Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Clark County Department of Aviation;
    b. No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
    c. Applicant is advised that FAA's airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.
    d. Applicant is advised that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.
    e. Applicant is advised that issuing a stand-alone noise disclosure statement to the purchaser or renter of each unit in the proposed development and to forward the completed and recorded noise disclosure statements to the Department of Aviation's Noise Office is strongly encouraged. Additionally, the Federal Aviation Administration will no longer approve remedial noise mitigation measures for incompatible development impacted by aircraft operations which was constructed after October 1, 1998 and funds will not be available in the future should the residents wish to have their buildings purchased or soundproofed.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

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The Notice of Final Action was filed with the Las Vegas City Clerk on March 21, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. Vince Schettler
Colliers International
3960 Howard Hughes Parkway, Suite #150
Las Vegas, Nevada 89169

Mr. Jodi Jorjorian
Baughman & Turner, Inc.
1210 Hinson Street
Las Vegas, Nevada 89102

LAS VEGAS
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SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING
ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
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03/09/2021

March 21, 2019

Ms. Liz Ortenberger
Safe Nest Temporary Assistance for Domestic Crisis
3900 Meadows Lane
Las Vegas, Nevada 89107

RE: ABEYANCE – SDR-75327 [PRJ-75268] – SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-75324, SUP-75325 AND SUP-75326
CITY COUNCIL MEETING OF MARCH 20, 2019

Dear Ms. Ortenberger:

The City Council at a regular meeting held on March 20, 2019 voted to ***APPROVE*** a request for a Site Development Plan Review FOR A PROPOSED 191-UNIT SENIOR CITIZEN APARTMENTS DEVELOPMENT WITH WAIVERS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ON THE NORTH AND WEST PROPERTY LINES WHERE 15 FEET IS THE MINIMUM REQUIRED AND A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE EIGHT FEET IS THE MINIMUM REQUIRED; ALSO TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH AND WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED ADJACENT TO THE CONVENIENCE STORE on 5.33 acres adjacent to the south side of Smoke Ranch Road, approximately 175 feet east of Decatur Boulevard (APN 139-19-101-002), C-1 (Limited Commercial) Zone, Ward 5 (Crear) [PRJ-75268].

This approval is subject to the following conditions:

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-75324), Special Use Permit (SUP-75325) and Special Use Permit (SUP-75326) 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.

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3. All development shall be in conformance with the site plan date stamped 02/20/19, building elevations date stamped 12/17/18; and landscape plan date stamped 01/10/19, except as amended by conditions herein.

4. A Waiver from Title 19.08.070 is hereby approved, to allow a zero-foot landscape buffer on the north and west property lines where 15 feet is the minimum required and a zero-foot landscape buffer along a portion of the east property line where eight feet is the minimum required; also to allow a zero-foot landscape buffer along a portion of the north and west property line where eight feet is required adjacent to the convenience store.

5. An Exception from Title 19.08.040 is hereby approved, to allow 79 perimeter landscape buffer trees, where 90 trees are required and to allow 27 parking lot islands and end caps, where 32 are required.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. Prior to or at the time of submittal for any building permit, the applicant shall provide written verification by the FAA and/or the Clark County Department of Aviation of the following:

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a. Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Clark County Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Clark County Department of Aviation;
b. No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
c. Applicant is advised that FAA's airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.
d. Applicant is advised that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.
e. Applicant is advised that issuing a stand-alone noise disclosure statement to the purchaser or renter of each unit in the proposed development and to forward the completed and recorded noise disclosure statements to the Department of Aviation's Noise Office is strongly encouraged. Additionally, the Federal Aviation Administration will no longer approve remedial noise mitigation measures for incompatible development impacted by aircraft operations which was constructed after October 1, 1998 and funds will not be available in the future should the residents wish to have their buildings purchased or soundproofed.

11. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

12. Sign and record a deed restriction with language determined to be satisfactory by the City Attorney which restricts the use of the site to an age-restricted community for those persons 55 years of age or older, to the full extent of the law.

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13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Grant a Public Pedestrian Access Easement for the portions of the public sidewalk located outside of the public rights-of-way.

15. Construct all incomplete half-street improvements on Smoke Ranch Road and Decatur Boulevard per complete street standards. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

16. This site shall connect to the public sewer located in Smoke Ranch Road.

17. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

18. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

19. Submit a License Agreement for landscaping and private improvements in the Smoke Ranch Road and Decatur Boulevard public rights-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).

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20. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

21. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainage ways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

The Notice of Final Action was filed with the Las Vegas City Clerk on March 21, 2019.

Sincerely,

Robert Summerfield

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. Vince Schettler
Colliers International
3960 Howard Hughes Parkway, Suite #150
Las Vegas, Nevada 89169

Mr. Jodi Jorjorian
Baughman & Turner, Inc.
1210 Hinson Street
Las Vegas, Nevada 89102

Baughman* & *Turner, Inc.

Consulting Engineers & Land Surveyors

1210 HINSON ST.
LAS VEGAS, NEVADA 89102-1604

PHONE (702) 870-8771
FAX (702) 878-2695

February 23, 2021

City of Las Vegas, Department of Planning
495 S. Main Street
Las Vegas, Nevada 89101

Re: Extension of time request for PRJ75268 – (VAR-75324, SUP-75325, SUP-75326 and SDR-75327) for Senior Housing and Townhouse Style Apartments @ SEC of N. Decatur Blvd and Smoke Ranch Rd

To Whom It May Concern,

Please let this letter serve as justification for an extension of time for the subject applications listed above. The project is a four-story, 161-unit senior apartment complex with five (5)-two-story townhouse style apartments (30 units) on a 5.33 net acre site. The vacant site is located southeast of the intersection of N. Decatur Boulevard and Smoke Ranch Road. The project encompasses all of APN 139-19-101-002 and will be developed as 1- and 2-bedroom apartments ranging in size from 617 sq ft to 990 sq ft and townhouses ranging in size from 1136 sq ft to 1336 sq ft.

The overall site is bordered by N. Decatur Boulevard (120' right-of-way) to the west and Smoke Ranch Road (100' right-of-way) to the north. All required rights-of-way have been dedicated.

There are existing residential properties to the south and east (R-CL) adjacent to the site. There is commercial (C-1) and residential (R-E) west of Decatur and commercial north of Smoke Ranch Road.

The Site Development Plan Review was previously approved for a four story, 161-unit senior apartment complex with five (5)-two-story townhouse style apartments (30 units) on 5.33 net acres. The gated residential site will take access off N. Decatur Blvd.

Parking will exceed what is required. 160 parking spaces will be provided, where only 144 spaces are required.

A Special Use Permit was approved for the Airport Overlay Standards. The Airport Overlay Standards require a maximum height of 35 feet for the northeast corner of this site, and 70 feet for the southwest portion. The proposed 53-foot building height exceeds the height of the 35-foot height maximum outlined in the Airport Overlay. Only a small portion of the site exceeds this height requirement in the northeast corner of the site. The balance of the site meets this requirement. The FAA and Clark County Aviation applications have been submitted and we have received all required FAA determinations for each of the buildings as well as for the temporary construction crane.

The proposed land use is allowable within a C-1 zone with a Special Use Permit, thus a Special Use Permit was requested and approved for Condition #2 of the Senior Apartments Conditional Land Use. While the Senior Apartments are permitted in the C-1 zoning, condition #2 requires that the use shall be developed and operated only in connection with ground-level nonresidential development. In the case of a multi-floor structure, the apartments themselves must be located above the ground floor, but access ways, entryways

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and community rooms may be located on the ground floor. Approximately 25% of the ground level area provides nonresidential use. In addition to residential units, the ground level development includes a clubhouse, fitness center, indoor pool, meeting rooms, mechanical spaces and an outdoor courtyard. This development has been created with the intent to provide a safe, private living space for senior citizens and does not lend itself to commercial uses within the property.

A variance was also approved for the Residential Adjacency setback requirements of 3:1 from R-CL properties. The Townhome apartments are 17'-8" away where 72 feet is required and the senior apartments are 76'-11" away where 141 feet is required. In order to provide some relief from this requirement, the landscaping provided will be thick and lush with trees and shrubbery to provide a line of sight buffer to the buildings. Building elevations that face residential development to the south and east are designed in a way that the top level is painted a darker color and is slightly stepped back in some areas with minimal parapets to appear like a roof form and to provide a visual relief in scale and massing of the structure.

Along with the site development application, a waiver of the landscape buffer areas is being requested. C-1 (Limited Commercial development standards (Title 19.08.070) requires 15-foot buffers adjacent to ROW & 8-foot Buffers along interior property lines.

Adjacent to the ROW on the north side of the property, the site will provide 5' of landscaping behind the curb, a detached 5' sidewalk, another 5' of landscaping, a decorative perimeter wall and about 12 more feet of landscaping to the building. 24-inch box trees planted 20 feet off center with 4 shrubs each will be provided. No waiver is required here.

Adjacent to the ROW on the west side of the property, the site will provide 5' of landscaping behind the curb, a detached 5' sidewalk, another 5' of landscaping, a decorative perimeter wall and about 12 more feet of interior landscaping to the building. 24-inch box trees planted 20 feet off center with 4 shrubs each will be provided. No waiver is required here.

Along the east property line, where the townhomes share a common wall with the adjacent RCL lots to the east, the landscape buffer is provided inside backyards of the townhomes which are 17'-8" deep. This minimum 8' landscaped buffer will be maintained by management, not the renter. South of the townhomes, the site plan has provided additional landscaping which is incorporated into the activity trail, garden and dog park.

Along the south property line, an 8 ft landscape buffer has been provided. No waiver is required here.

Adjacent to the commercial property in the northwest corner, there is a 17-foot landscaped area adjacent to the townhome buildings which will be maintained by management, not the renter and zero-foot landscape buffer everywhere else. Within this zero ft landscape buffer area is parking and a drive aisle. No buildings are directly adjacent to the neighboring property. The area of zero-foot landscape buffer is adjacent to the back of the existing convenience store building where no one would see the landscaping. Additionally, the convenience store site has provided its own landscape buffer adjacent to this site.

With the residential boom occurring in Las Vegas and the increase demand for senior housing, there is a need for this type of development. This development will enhance and beautify the area by providing lush landscaping on a vacant parcel and will help reduce dust. There will be no negative impact to the existing, surrounding properties.

Should you have any questions, please feel free to contact me at this office.

21-0136
03/09/2021

Sincerely,
Baughman & Turner, Inc.

Jodi Jorjorian, P.E.

JJ/po

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03/09/2021

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
40a

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0136-EOT1 - First Extension of Time of an approved Variance (VAR-75324) TO ALLOW A 17-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 72 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A 76-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 155 FEET IS THE MINIMUM 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 5, 2021

Agenda Item No.:
40b

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0136-EOT2 - First Extension of Time of an approved Special Use Permit (SUP-75325) FOR A PROPOSED 191-UNIT SENIOR CITIZEN APARTMENTS USE

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 5, 2021

Agenda Item No.:
40c

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0136-EOT3 - First Extension of Time of an approved Special Use Permit (SUP-75326) FOR A 53-FOOT TALL BUILDING WHERE THE AIRPORT OVERLAY DISTRICT LIMITS THE HEIGHT TO 35 FEET

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends 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 5, 2021

Agenda Item No.:
40d

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0136-EOT4 - First Extension of Time of an approved Site Development Plan Review (SDR-75327) FOR A PROPOSED 191-UNIT SENIOR CITIZEN APARTMENTS DEVELOPMENT WITH WAIVERS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ON THE NORTH AND WEST PROPERTY LINES WHERE 15 FEET IS THE MINIMUM REQUIRED AND A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE EIGHT FEET IS THE MINIMUM REQUIRED; ALSO TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH AND WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED ADJACENT TO THE CONVENIENCE STORE

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 5, 2021

Agenda Item No.:
41

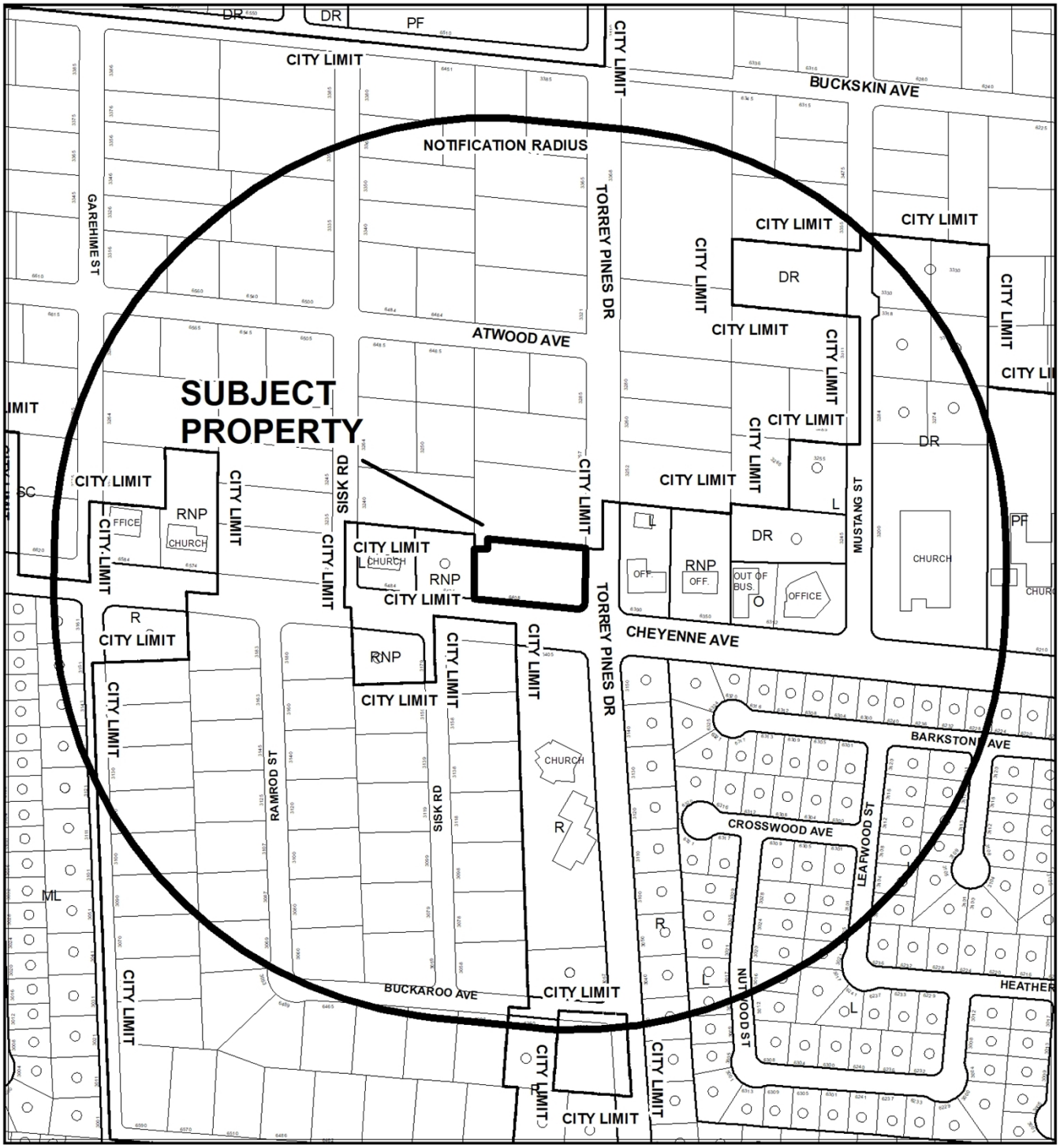
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
20-0300 - PUBLIC HEARING - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC. - For possible action on the following Land Use Entitlement project requests on 0.88 acres on the northwest corner of Cheyenne Avenue and Torrey Pines Drive (APN 138-11-408-013), Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - 20-0300-GPA1
2. Land Use Map - 20-0300-GPA1
3. Location and Aerial Maps - 20-0300-ZON1, SUP1 and SDR1
4. Land Use Map - 20-0300-ZON1
5. Conditions and Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. Parking Analysis
10. Comments Submitted by Clark County Department of Aviation for 20-0300-SDR1
11. Traffic Notes Submitted by City of Las Vegas Department of Public Works Traffic Engineering Division for 20-0300-SDR1
12. Protest Postcard
13. Submitted after Final Agenda – Protest Postcards
14. Submitted at Meeting - Letter of Concern Submitted by Don Knight, E-comments, and Protest Postcard Submitted by Servando Vargas
15. Backup Submitted for the January 12, 2021 Planning Commission Meeting
16. Backup Submitted for the March 9, 2021 Planning Commission Meeting
17. Backup Submitted for the April 13, 2021 Planning Commission Meeting



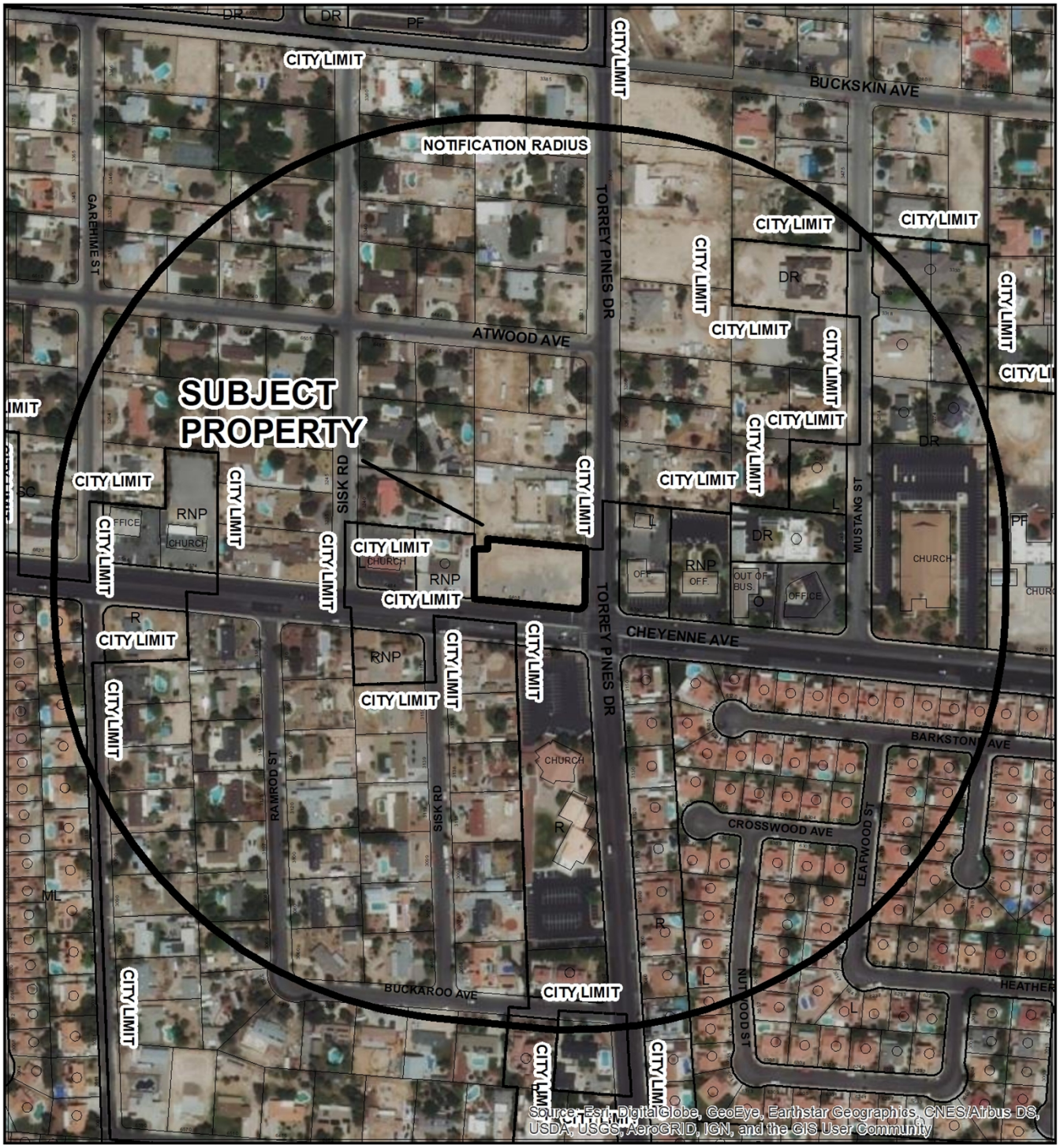
0 270 540 Feet

CASE: 20-0300-GPA1

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: DR (DESERT RURAL RESIDENTIAL DENSITY)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)



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CASE: 20-0300-GPA1

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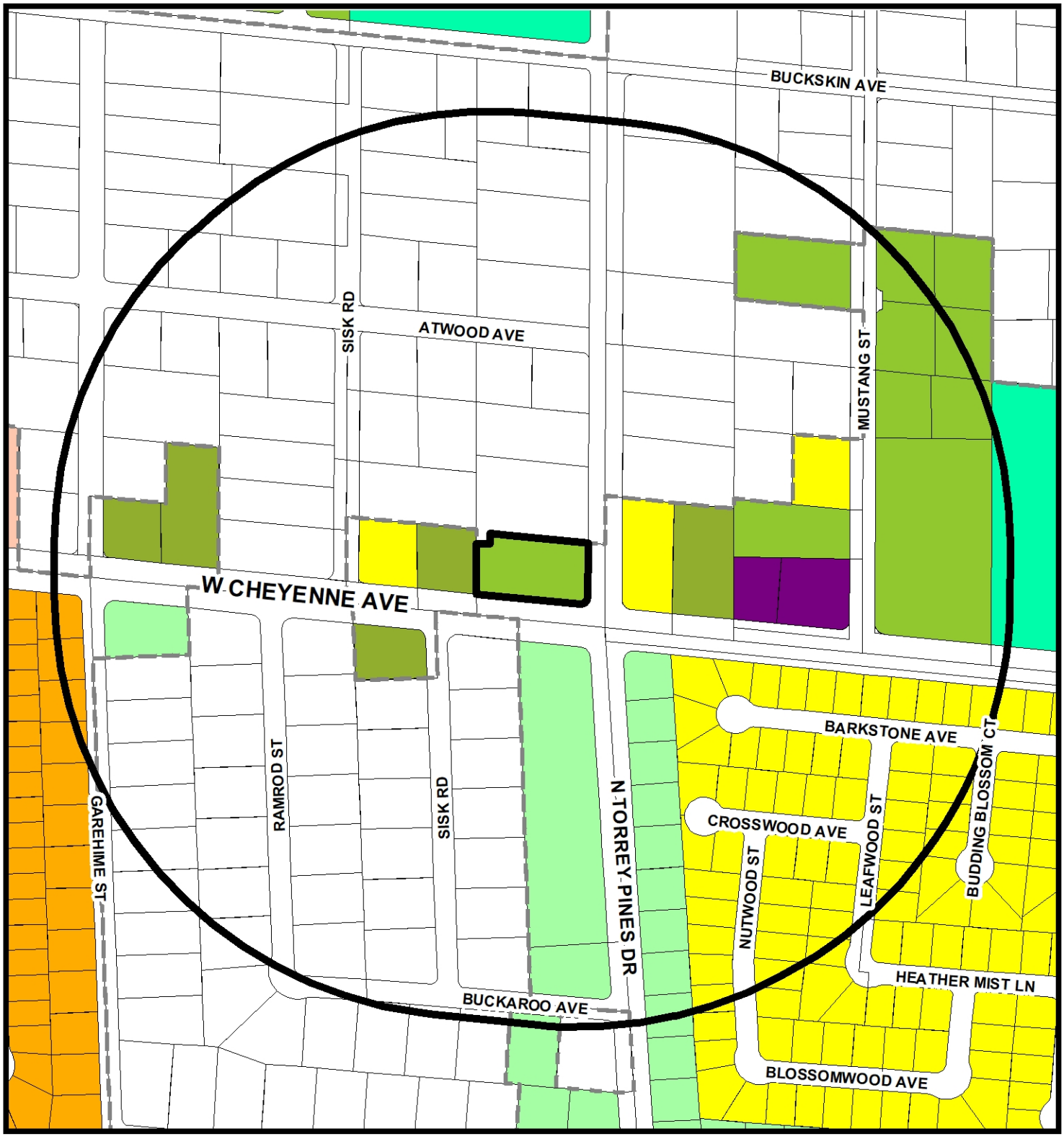
GENERAL PLAN OF SUBJECT PROPERTY: DR (DESERT RURAL RESIDENTIAL DENSITY)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

N

20-0300-GPA1



General Plan Amendment

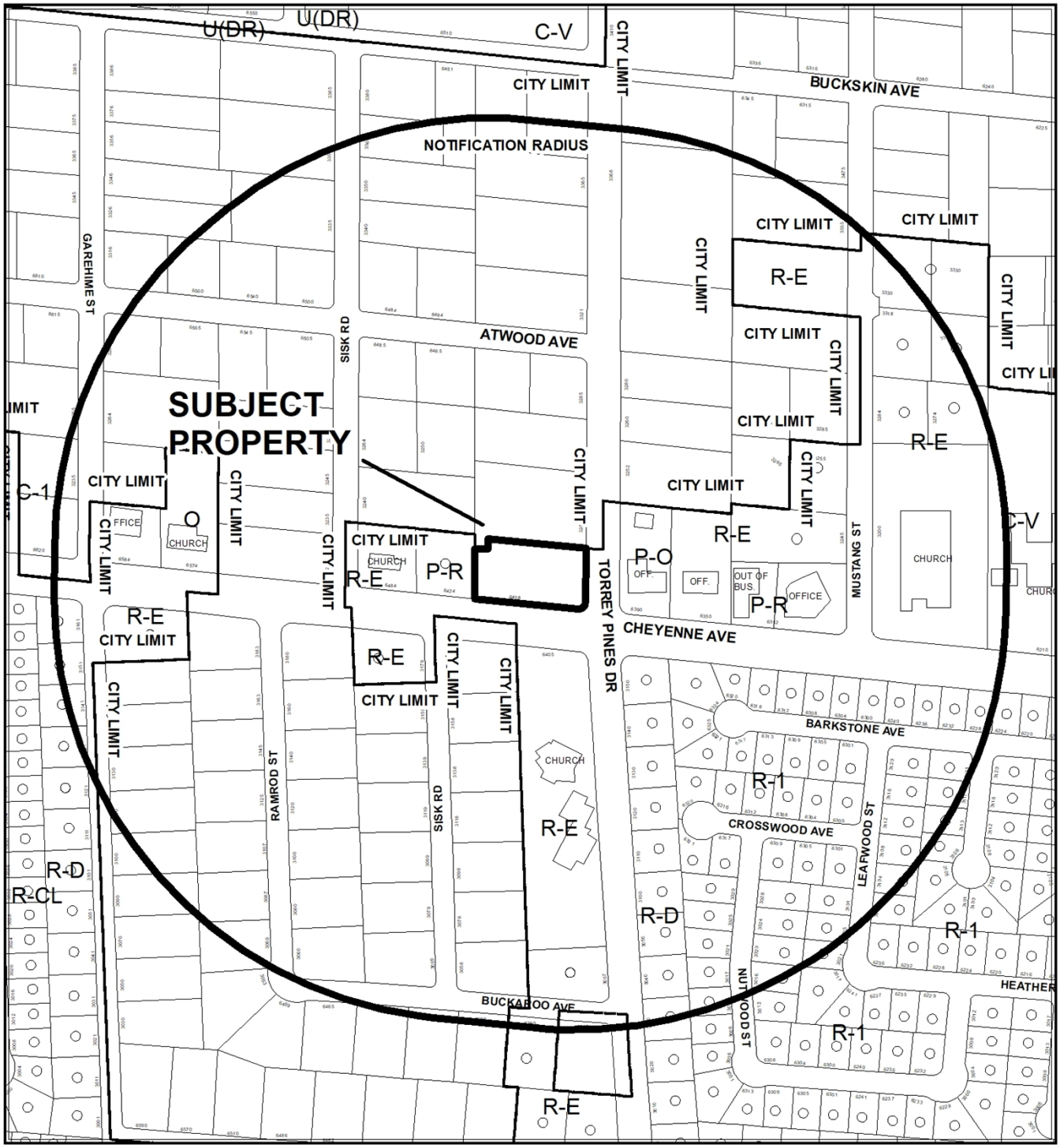
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Planned Community Development
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industry / Research
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facilities
- Public Facilities - School
- Public Facilities - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

FROM DR TO SC

- Subject Property
- 1000ft Buffer
- City Limits

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

Date: Tuesday, November 24, 2020



CASE: **20-0300**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENTIAL ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 270 540 Feet

CASE: **20-0300**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENTIAL ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

20-0300-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM R-E TO C-1

- Subject Property
- 1000ft Buffer
- City Limits

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

Date: Tuesday, November 24, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 5, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0300-GPA1	Staff recommends APPROVAL.	
20-0300-ZON1	Staff recommends APPROVAL.	20-0300-GPA1
20-0300-SUP1	Staff recommends APPROVAL, if approved subject to conditions:	20-0300-GPA1 20-0300-ZON1
20-0300-SDR1	Staff recommends APPROVAL, if approved subject to conditions:	20-0300-GPA1 20-0300-ZON1 20-0300-VAR1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 185 (By Planning)

PROTESTS 9

APPROVALS 1

NE

**** CONDITIONS ****

20-0300-SUP1 CONDITIONS

Planning

1. Approval of a General Plan Amendment (20-0300-GPA1) and Rezoning (20-0300-ZON1), and approval of and conformance to the Conditions of Approval for Site Development Plan Review (20-0300-SDR1) shall be required, if approved.

2. An Alternative Parking Standard is hereby approved to allow 22 parking spaces where 24 are required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

20-0300-SDR1 CONDITIONS

Planning

1. Approval of a General Plan Amendment (20-0300-GPA1) and Rezoning (20-0300-ZON1), and approval of and conformance to the Conditions of Approval for Variance (20-0300-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 and landscape plan date stamped 01/27/21, and building elevations date stamped 11/24/20, except as amended by conditions herein.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. 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.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, 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.

8. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

10. Prior to or at the time of submittal for any building permit, the applicant shall provide written verification by the FAA and/or the Clark County Department of Aviation of the following:
    a) Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Clark County Director of Aviation a “Property Owner’s Shielding Determination Statement” and request written concurrence from the Clark County Department of Aviation;
    b) No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA’s 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
    c) Applicant is advised that FAA’s airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.
    d) Applicant is advised that the FAA’s airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. Dedicate or grant an appropriate easement for a bus turnout/right turn lane (modified 234.4) as shown on the approved site plan prior to issuance of permits for this site. Additionally, contact the City Traffic Engineering Office at 702-229-2199 or 702-229-6033 to coordinate the development of this project with the City of Las Vegas “Cheyenne Avenue Bus Turn Out” project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Traffic Engineer.

13. The sidewalk adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

14. Coordinate with the Environmental Compliance & Enforcement staff of the Department of Public Works to locate any required grease interceptor and sand/oil interceptors in acceptable locations prior to submittal of sewer-related plans. Comply with the recommendations and requirements of the Environmental Compliance & Enforcement staff prior to issuance of permits. The team may be contacted at 702-229-2338 or emailed at ece@lasvegasnevada.gov.

15. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

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. Provide and improve all drainage ways as recommended.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop the 0.88 acre northwest corner of Cheyenne Avenue and Torrey pines with two drive-through restaurants.

ISSUES

- The applicant is proposing to amend the General Plan from DR (Desert Rural Density Residential) to SC (Service Commercial). Staff supports this request.
- The applicant is proposing to Rezone the subject site from R-E (Residence Estates) to C-1 (Limited Commercial). Staff supports this request.
- A Special Use Permit is requested for an Alternative Parking Standard to allow 22 parking spaces where 24 are required. Staff recommends approval of the request.
- The Department of Planning has administratively approved a request for the Director to authorize Cheyenne Avenue as the lot frontage.

ANALYSIS

The applicant is proposing to develop the site with two, drive through only restaurants. The first, located to the west of the subject site is a single-story restaurant containing 1,088 square feet and two drive through lanes, one on each side of the proposed structure. The western drive through lane is for traditional drive through where the customer orders at a call box and picks up their food at a window. The second drive through lane is located on the eastern side of the building and is for mobile orders placed through either an “app” or the internet. While the restaurant provides no interior dining, there are two patio areas able to accommodate approximately four tables. As demonstrated by the proposed elevations, the intended tenant for this structure is “Checkers.”

The second drive through restaurant proposed is located on the southeast corner of the site and is also a single-story structure with a double drive through lane that merges into one as it approaches the pick-up window. This structure is 612 square feet with no interior or exterior customer seating. As demonstrated by the proposed elevations, the intended tenant is “Human Bean.”

The second drive through restaurant proposed is located on the southeast corner of the site and is also a single-story structure with a double drive through lane that merges into one as it approaches the pick-up window. This structure is 612 square feet with no interior or exterior customer seating. As demonstrated by the proposed elevations, the intended tenant is "Human Bean."

Title 19.08 requires buildings for stand-alone projects or individual pad developments associated with a larger commercial center to be located at the minimum setback line, with the exception of additional width landscaping or a single drive-through lane. The proposed structures are in compliance with this standard as the single drive through lane is adjacent to the 15-foot wide perimeter landscape buffer adjacent to both Cheyenne Avenue and Torrey Pines Drive. Title 19.08 also requires all sides of a building to be coherently designed and treated with a consistent level of detailing and finish for all sides of a building. The proposed building elevations satisfy this requirement in addition to incorporating patterns and materials that provide visual interest.

Corner lots, such as the subject site, the "front" of the lot is considered to be the side which has the lesser dimension in width, unless the Director authorizes another side to be designated as the "front." In this instance, the applicant has requested for Cheyenne Avenue to be considered the "front" instead of Torrey Pines Drive, which staff has approved. If approved and constructed, the proposed restaurants would be assigned a Cheyenne Avenue address, and with Cheyenne Avenue being the "front," the rear of the site is now the northern property line, and the required setback is now 20 feet rather than a "side" yard setback of only 10 feet. In addition to Residential Adjacency Standards, a more intense rear yard setback requirement provides further protection for the residential neighborhood to the north if the proposed development is approved.

General Plan Amendment

The subject site is currently designated DR (Desert Rural Density Residential). The predominant lifestyle feature of these residential areas is single-family homes on large lots, many including equestrian facilities. This is a generally rural environment that permits greater privacy and some noncommercial raising of domestic animals. It is expected that in the Desert Rural Density Residential Category there generally would be no need for common facilities such as recreation, with the exception of maintaining an existing water system.

The applicant is proposing to amend the land use designation from DR (Desert Rural Density Residential) to SC (Service Commercial). This category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

Adjacent to the northern property line of the subject site is property located within the jurisdiction of Clark County that is designated RN (Rural Neighborhood). These rural neighborhood properties range in size from 0.40 acre to 1.14 acres in size and contain single-family ranch style homes. To the east and west of the subject site is property zoned P-R (Professional Office and Parking), with no active business licenses for the existing office building to the east.

As defined by the Master Plan of Streets and Highways Map, Cheyenne Avenue is classified as a 100-foot wide Freeway/ Expressway, which separates the subject site from the existing residential properties and Church/House of Worship to the south.

The Cheyenne Avenue corridor between Jones Boulevard and Rainbow Boulevard is an area experiencing transformation from being residential in nature to a commercial corridor. Staff finds the proposed Service Commercial land use designation, which allows low to medium intensity retail, office, or other commercial uses that serves primarily local area patrons to be an appropriate land use designation and recommends approval of the requested General Plan Amendment.

Rezoning

The subject site is currently zoned R-E (Residence Estates). The purpose of the R-E District is to provide for low density residential units located on large lots and conveying a rural environment. This District is consistent with the policies of the Desert Rural Density Residential category of the General Plan.

The applicant is proposing to rezone the subject site from R-E (Residence Estates) to C-1 (Limited Commercial). The C-1 District is intended to provide most retail shopping and personal services, and should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 District is consistent with the proposed Service Commercial category of the General Plan.

Staff finds the subject site is part of a corridor that is experiencing transformation, as the vacant lots and structures adjacent to Cheyenne Avenue are being transformed from residential land uses to commercial land uses such as offices, assisted living facilities, and religious facilities. The subject site is adjacent to Cheyenne Avenue, a Freeway/Expressway as classified by the Master Plan of Streets and Highways Map, and is on the periphery of a residential neighborhood, which by definition, is the preferred location for the proposed C-1 zoning district. Therefore, staff is recommending approval of the requested Rezoning.

Special Use Permit

The applicant is proposing a development with two restaurants that provide no interior seating for patrons. The restaurants will serve patrons through drive through lanes only and exterior pick-up windows. Minimal outdoor seating areas are provided for those who chose to enjoy their take-out on site. This results in the parking lot area being primarily utilized by employees. Therefore, the applicant has proposed a Special Use Permit for an Alternative Parking Standard to substantiate the need for only 22 parking spaces where 24 are required. The applicant has submitted a parking study signed by a licensed engineer that demonstrates the provided 22 parking spaces is sufficient for the proposed land uses, and staff is recommending approval of the requested Special Use Permit.

Site Development Plan Review

The Traffic Engineering Division's traffic count program obtains traffic counts within the city as part of traffic signal warrant studies, stop sign warrant studies, intersection studies, and similar traffic projects that are carried out throughout a given year. The goal of the program is to keep count data that is less than three years old for all major intersections so that staff can monitor, plan for, and deploy traffic improvements as necessary. At some high growth locations, counts are obtained even more frequently.

Safety concerns, perceived comfort, climatic conditions, design of transit stops, and station amenities all play a significant role in transit patronage. Transit stops should be easily recognized, identifiable from a distance, and have amenities that enhance customer safety, comfort, and complement neighborhood streetscapes. At the time of the adoption of the Master Plan 2020, the Metropolitan area of Las Vegas had 3,706 active bus stops, 1,306 of which are located within the city's jurisdiction.

The Master Plan 2020 Transit Element provides a comprehensive analysis of the transit systems and associated amenities within the city and acts as a guide for decision makers to use when determining, prioritizing, and allocating resources for future projects. One of the strategies outlined in the element is to "coordinate improvement of the design, availability, functionality, and 'passenger friendliness' of bus stop amenities."

The RTC concentrates its efforts on regional roadways that service higher numbers of vehicle trips and roads that provide connectivity between jurisdictions and across major geographic barriers as shown on the Regional Master Plan of Streets and Highways. Cheyenne Avenue is an important link between the City of Las Vegas and the City of North Las Vegas. The Department of Public Works has worked extensively with the Regional Transportation Commission (RTC) to expand transit services within the City. There are several Bus Rapid Transit (BRT) projects in various phases of planning, design or construction. The City also works with RTC regarding bus stops and turnouts. As part of these coordination efforts, staff requested for the applicant to accommodate a modified bus turnout/right turn lane adjacent to Cheyenne Avenue since the peak hour traffic volumes on Cheyenne are high enough that a bus turnout/right turn lane would help in mitigating the impact of this development if approved. In addition, the City of Las Vegas has developed the "Cheyenne Avenue Bus Turn Out" project which aims at providing adequate bus turnout lanes to enhance the safety of public transit passengers and mitigate traffic congestion caused by bus stops along major transit corridors that lack the necessary bus turnout lanes. The applicant submitted revised site and landscape plans that demonstrate the requested modified bus turn out and right hand turn lane to help mitigate traffic entering and exiting the subject site if approved.

In addition to the requested bus turn out/right hand turn lane, the proposed site plan provides the required landscape buffers adjacent to all property lines. This includes the 15-foot wide landscape buffer adjacent to the right-of-way, which will screen the drive through lanes from Cheyenne Avenue and Torrey Pines Drive, and the eight-foot wide interior landscape buffer, which buffers the proposed commercial development from the residential neighborhood to the north. The proposed site plan also provides all required landscape islands and shade trees, which will shade site patrons and pedestrians alike. Trash enclosures meet residential adjacency standards, and are 53 feet from the residential neighborhood to the north where 50 feet is required.

Staff finds the proposed development meets the minimum development standards for the proposed C-1 zoning district and will revitalize a vacant, undeveloped lot that has become stagnant over time. Therefore, staff recommends approval with conditions.

FINDINGS (20-0300-GPA1)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

The proposed Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics, which is appropriate for the area and is compatible with the existing adjacent land uses.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed Service Commercial land use designation supports the P-O (Professional Office), O (Office), and the proposed C-1 (Limited Commercial) zoning districts. The C-1 zoning district and land uses allowed by right within the C-1 district are uses that serve are patrons and is compatible with the existing adjacent land uses and zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are adequate transportation and utility facilities to accommodate the uses permitted by the proposed Service Commercial land use designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed General Plan amendment allows an undeveloped lot to be developed, and provide a mass transportation amenity such as bus stop and shelter. This will enhance service to area residents, while providing area patrons' two additional food options, which supports the Community Design Element of the Master Plan, which strives to have active uses such as restaurants and shopping near mass transportation hubs and stops. These active uses, located near mass transportation, allow for waiting areas, places to do business, and a sense of safety with a well-lit area.

FINDINGS (20-0300-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed C-1 (Limited Commercial) zoning district would conform to the proposed SC (Service Commercial) General Plan Designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   Land uses permitted by right within the C-1 zoning district include uses such as the proposed restaurants, general retail, and general personal services such as dry cleaners and beauty salons which are all types of land uses that would serve area residents and is compatible with the surrounding land uses.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Development factors in the area indicate the need for the rezoning to the proposed C-1 zoning district. Development in the area has stalled as residential land uses adjacent to a 100-foot right-of-way classified as a Freeway/Highway by the Master Plan of Streets and Highways are no longer feasible. Rezoning the subject site to a district that would allow land uses to serve area residents will promote development and prevent area blight.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Both Cheyenne Avenue and Torrey Pines Drive are adequate in size to meet the requirements of the proposed C-1 zoning district.

FINDINGS (20-0300-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The traffic study submitted and signed by a licensed engineer demonstrates the proposed drive through restaurants can be conducted in manner that is harmonious and compatible with the existing surrounding land uses and will not create overflow on-street parking.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is adjacent to a 100-foot wide right-of-way, which is physically suitable for a vehicle centric type restaurant service.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Both Cheyenne Avenue and Torrey Pines Drive are adequate in size to meet the requirements of the proposed drive through restaurant land uses. .

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The requested Alternative Parking Standard is substantiated by a licensed engineer and will not compromise the public health, safety or welfare; and satisfies the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no applicable conditions per Title 19.12.

FINDINGS (20-0300-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;**

   With the site orientation being towards Cheyenne Avenue, combined with adequate landscape buffer widths and landscaping to provide buffering to neighboring properties, staff finds the development to be compatible with development in the area.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development meets the minimum development standards set forth by Title 19.08, and is consistent with the General Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The applicant has proposed to dedicate property in order to accommodate a future modified bus turn out and right hand turn lane to help mitigate traffic entering and exiting from the subject site. In addition, conditions of approval have been added by staff to ensure site access and circulation does not negatively impact adjacent roadways, if approved.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials consist of stucco and stone veneer with 'Mesquite' and 'Palo Verde' trees. All of these materials are appropriate for a City with a desert climate.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations demonstrate recognizable elevations for "fast food" type restaurants and create an orderly and aesthetically pleasing environment.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development is subject to building permit review as well as regular inspections during the construction phase in order to protect the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/12/21	The Planning Commission voted (7-0) to hold 20-0300-GPA1, ZON1, VAR1 and SDR1 in ABEYANCE to the February 9, 2021 Planning Commission meeting.
02/09/21	The Planning Commission voted (7-0) to hold 20-0300-GPA1, ZON1, VAR1 and SDR1 in ABEYANCE to the March 9, 2021 Planning Commission meeting.
03/09/2021	The Planning Commission voted (7-0) to hold 20-0300-GPA1, ZON1, VAR1 and SDR1 in ABEYANCE to the April 13, 2021 Planning Commission meeting.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/13/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 0.88 acres on the northwest corner of Cheyenne Avenue and Torrey Pines Drive (138-11-408-013), Ward 5 (Crear). • 20-0300-GPA1 - GENERAL PLAN AMENDMENT - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL). • 20-0300-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) • 20-0300-SUP1 - SPECIAL USE PERMIT - FOR AN ALTERNATIVE PARKING STANDARD TO ALLOW 22 PARKING SPACES WHERE 24 ARE REQUIRED • 20-0300-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF TWO DRIVE-THROUGH RESTAURANTS WITH OUTDOOR SEATING
04/13/21	The Planning Commission accepted the applicant's request to WITHDRAW WITHOUT PREJUDICE a request for a Variance (20-0300-VAR1) TO ALLOW 22 PARKING SPACES WHERE 25 ARE REQUIRED.

Most Recent Change of Ownership	
09/2001	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
11/02/20	Staff conducted a pre-application meeting via email and telephone to discuss the application types and submittal requirements for the proposed development.

Neighborhood Meeting	
12/29/20	Start Time: 5:30 p.m. End Time: 5:50 p.m. Attendees: 3 Representatives for the applicant. 1 Representative from the Planning Department. 1 Representative for the Ward 5 Council office. No members of the public attended the meeting and the meeting was concluded after waiting for approximately 20 minutes. Staff remained to discuss with the applicant's representatives design alternatives to accommodate a bus turnout adjacent to Cheyenne Avenue and possibly obtaining a parking study to justify the reduced parking for a drive through only business model.

Field Check	
12/02/20	Staff performed a routine field check to observe the subject site. The site is secured with fencing and nothing of concern was noted by staff during the visit.

Details of Application Request	
Site Area	
Net Acres	0.88

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	DR (Desert Rural Residential Density)	R-E (Residence Estates)
North	Single Family, Detached	Desert Rural Density Residential	R-E (Rural Estates Residential District) Clark County
South	Church/House of Worship	R (Rural Residential Density)	R-E (Residence Estates)
	Single Family, Detached	RN (Rural Neighborhood) Clark County	R-E (Rural Estates Residential District) Clark County

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Vacant Building	L (Low Density Residential)	P-O (Professional Office and Parking)
West	Vacant Building	RNP (Rural Neighborhood Preservation)	P-R (Professional Office and Parking)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 105 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	145 Feet	Y
Min. Setbacks			
• Front*	10 Feet	29 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	10 Feet	41 Feet	Y
• Rear	20 Feet	48 Feet	Y
Max. Lot Coverage	50 %	4 %	Y
Max. Building Height	Residential Adjacency	16 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	
Mech. Equipment	Screened		

**The Department of Planning has administratively approved a request for the Director to authorize the Cheyenne Avenue as the lot frontage.*

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 Proximity Slope	48 Feet	48 Feet	Y
Trash Enclosure	50 Feet	53 Feet	Y

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	13 Trees	13 Trees	Y
• South	1 Tree / 20 Linear Feet	10 Trees	10 Trees	Y
• East	1 Tree / 20 Linear Feet	4 Trees	6 Trees	Y
• West	1 Tree / 20 Linear Feet	6 Trees	6 Trees	Y
TOTAL PERIMETER TREES		**33 Trees**	**35 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	9 Trees	9 Trees	Y

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		11 Feet	Y
• South	15 Feet		15 Feet	Y
• East	15 Feet		15 Feet	Y
• West	8 Feet		8 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	By Condition

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Cheyenne Avenue	Freeway/ Expressway	Master Plan of Streets and Highways Map	100	N*
Torrey Pines Drive	Collector	Master Plan of Streets and Highways Map	80	N*

**Staff has added Conditions of Approval to ensure the required streets improvements such as a bus shelter pad, sidewalk, curb and gutter are installed in conjunction with the proposed development if approved.*

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	
Restaurant	729 SF	1:50 SF Public Seating	15				
	1,700 SF	1:200 SF Remaining	9				
Drive Through	No additional parking required beyond that which is required for the principal use(s).						
TOTAL SPACES REQUIRED			24		22		N
Regular and Handicap Spaces Required			23	1	20	2	N
Loading Zone			1		0		N
Percent Deviation			12%				

Clark County Department of Aviation
Comments:
Federal Aviation Regulations (14 CFR, Part 77) and City of Las Vegas Code (Section 19.10.080) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway or for any structure greater than 200 feet in height. Such notification allows the FAA to determine what impact, if any, the proposed development will have upon aircraft operations, and allow the FAA to determine whether the development should be obstruction marked or lighted. The proposed development would exceed the 100:1 notification requirement or is greater than 200 feet in height. • Applicant is required to file FAA form 7460-1, “Notice of Proposed Construction or Alteration” with the FAA, • Applicant is advised that FAA’s airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments. Applicant is advised that the FAA’s airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment. • No building permits should be issued until applicant provides evidence that a “Determination of No Hazard to Air Navigation” has been issued by the FAA. • No structure greater than 35’ in height shall be permitted to be erected or altered that would constitute a hazard to air navigation, or would result in an increase to minimum flight altitudes during any phase of flight, or would otherwise be determined to pose a significant adverse impact on airport or aircraft operations. A Condition of Approval has been added by staff to ensure compliance with the Federal Aviation Regulation and the Clark County Department of Aviation.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	20-0300
Meeting Date	11/19/2020
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) GPA, Rezoning, SDR, Variance

Project Address (Location) 6408 W Cheyenne Ave

Project Name Cheyenne and Torrey Pines Commercial Development **Proposed Use** Restaurants

Assessor's Parcel #(s) 138-11-408-013 **Ward #** 5

General Plan: Existing DR Proposed SC **Zoning:** Existing R-E Proposed C-1

Additional Information Project is located on currently vacant land and would consist of 2 quick serve restaurants with drive-thrus.

Property Owner Primrose Properties, Inc. Contact Kathleen Trenberth

Address 6424 Gladiolus Ct. City Las Vegas State NV Zip 89108

E-mail kathytrenberth@gmail.com Phone 702-217-0320

Applicant Cleveland Welter, LLC Contact Gabriel Skerlich/Brian Fike

Address 3960 Howard Hughes Pkwy #150 City Las Vegas State NV Zip 89169

E-mail gabriel.skerlich@gmail.com/fike.brian@gmail.com Phone 702-279-2209/702-279-7900

Representative Carroll Design Collaborative Contact John Carroll

Address 1980 Festival Plaza Drive, Suite 450 City Las Vegas State NV Zip 89135

E-mail john@carroll.design Phone 702-806-6349

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 Kathleen Trenberth

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name KATHLEEN TRENBERTH

Subscribed and sworn before me for

This 6th of November 2020 day of November, 20 20

Notary Public in and for said County and State

TAYLOR RENNIE
Notary Public, State of Nevada
Appointment No. 16-4309-1
My Appt. Expires Sep 15, 2020

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	20-0300
Meeting Date	
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Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) GPA, Rezoning, SDR, Variance

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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)

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- 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 Michael A. Saltman

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

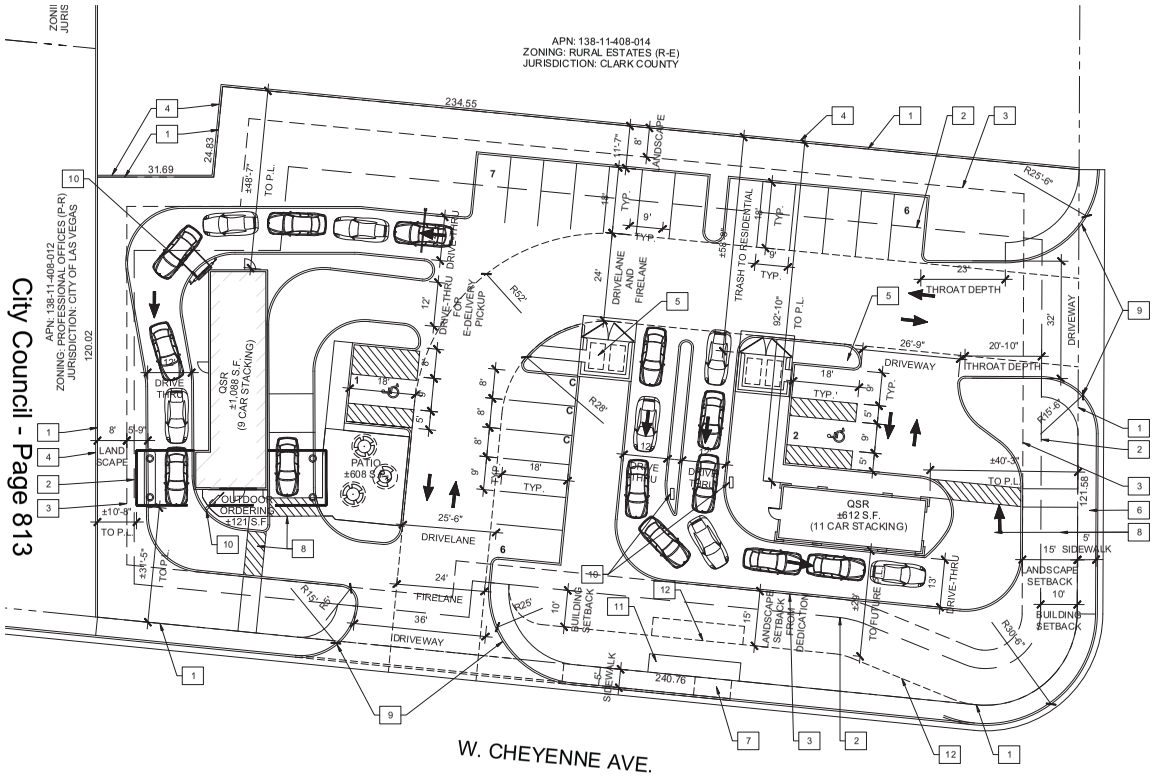
Print Name Michael A Saltman

Subscribed and sworn before me

This 5th day of November, 2020

Notary Public in and for said County and State Janet Collins

JANET COLLINS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-18-23
Certificate No: 07-5163-1



A CONCEPTUAL SITE PLAN

SCALE: 1/16" = 1'-0"

SCALE 1" = 16'

0 8 16 32

SITE DATA

JURISDICTION:	CITY OF LAS VEGAS
PARCEL #:	138-11-408-013
CURRENT ZONING CLASSIFICATION:	R-E RURAL ESTATES DISTRICT
PROPOSED ZONING CLASSIFICATION:	C-1 LIMITED COMMERCIAL DISTRICT
CURRENT GENERAL PLAN LAND USE:	DR - DESERT RURAL - UP TO 2.49 DU/AC)
PROPOSED GENERAL PLAN LAND USE AMENDMENT:	SC - SERVICE COMMERCIAL
SITE AREA:	+/- 0.88 ACRES
TOTAL BUILDING AREA:	± 612 QSR WITH DRIVE-THRU ± 1,088 QSR WITH DRIVE-THRU ± 1,790 S.F. TOTAL

BUILDING NAMES	BUILDING AREA (SF)	PARKING REQUIRED
±612 SF QSR WITH DRIVE-THRU	±612 S.F. REMAINING AREAS (NO INTERNAL PUBLIC SEATING AND WAITING)	±612 S.F. 1/200 S.F. DINING SPACES **REQUIRED: 4**
±1,088 SF QSR WITH DRIVE-THRU	±729 S.F. PUBLIC SEATING AND WAITING (PATIO) ±1,088 S.F REMAINING AREAS (NO INTERNAL PUBLIC SEATING AND WAITING)	±729 S.F. (NO S.F. PUBLIC SEATING AND DINING IN SPACES ±1,088 S.F. 1/200 S.F. SPACES **REQUIRED: 20**

TOTAL REQUIRED PARKING - 24 STALLS
TOTAL SITE PARKING (REGULAR STALL): 22
TOTAL SITE PARKING (ACCESSIBLE STALL): 2

TOTAL PROVIDED PARKING - 22 STALLS
TOTAL SITE PARKING (REGULAR STALL): 17
TOTAL SITE PARKING (COMPACT STALL): 3
TOTAL SITE PARKING (ACCESSIBLE STALL): 2

KEYNOTES

1. PROPERTY LINE
2. BUILDING SETBACK
3. LANDSCAPE SETBACK
4. EXISTING WALL TO REMAIN
5. TRASH ENCLOSURE, WITH COVER TO MEET REQUIREMENTS OF CLV TITLE 19
6. NEW ATTACHED SIDEWALK
7. EXISTING ATTACHED SIDEWALK TO REMAIN
8. PEDESTRIAN ACCESS FROM STREET TO BUILDING
9. NEW COMMERCIAL DRIVEWAY
10. CALL BOX FOR DRIVE-THRU
11. 9' X 20' BUS PAD
12. LINE OF DEDICATION FOR FUTURE BUS TURNOUT/DECEL LANE

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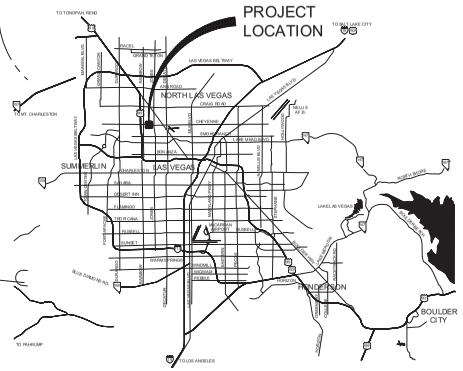

OVERALL VICINITY MAP

SCALE: NOT TO SCALE

NORTH

20-0300
01/27/2021

NOT FOR CONSTRUCTION

ARCHITECT OF RECORD

COLLABORATIVE

CLIENT

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JOHN JOSEPH CARROLL JR. REGISTERED No. 7512 ARCHITECT STATE OF NEVADA

01.26.2021

COMMERCIAL DEVELOPMENT @ W. CHEYENNE AVE. AND N. TORREY PINES DR.
6408 W. CHEYENNE AVE.
LAS VEGAS, NEVADA 89108
APN: 138-11-408-013

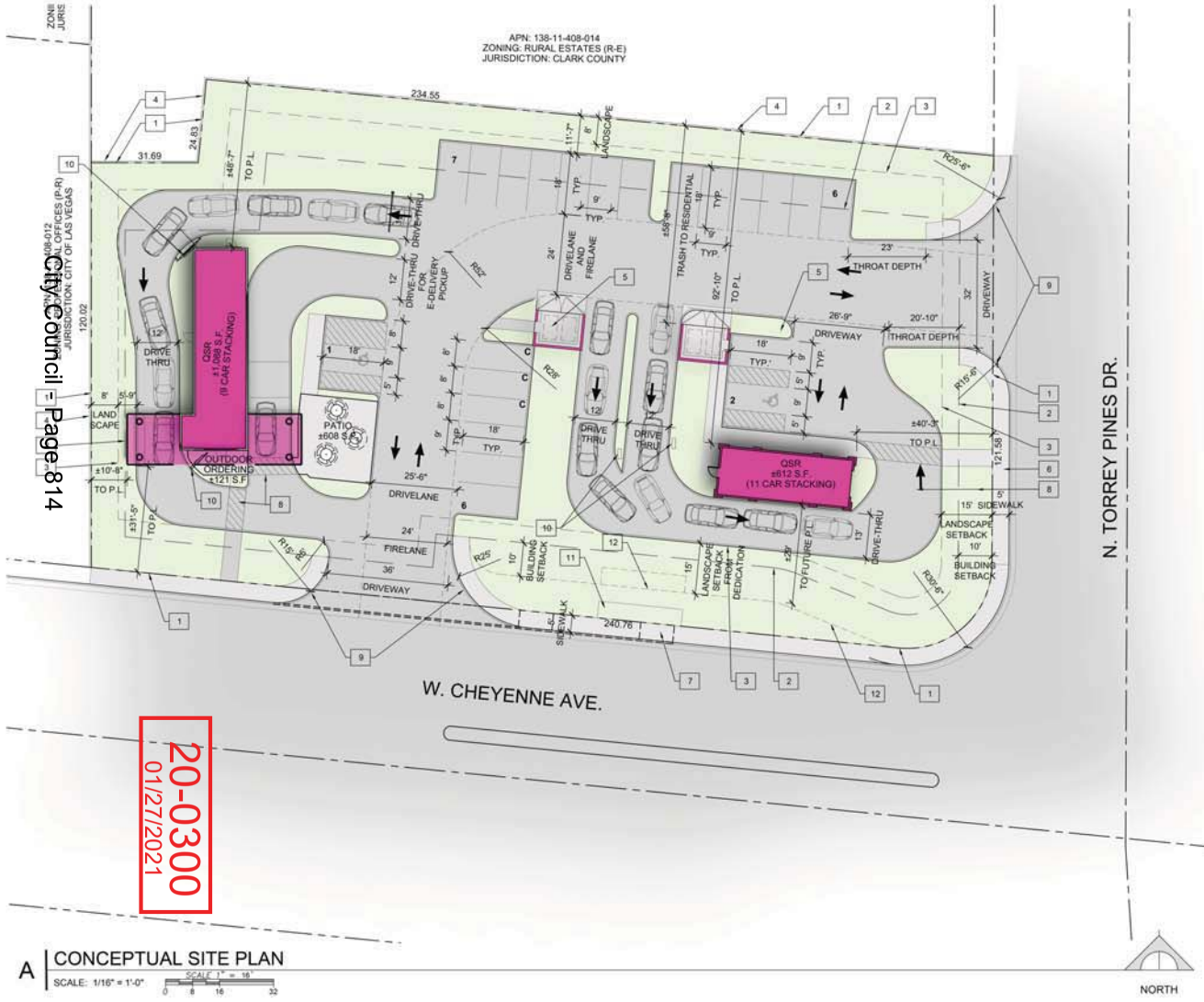
Issue Date	Description

Project No.: 20-006
Date: SEPTEMBER 26, 2020
Drawn: J. CARROLL
Reviewed: J. CARROLL

Drawing Title:
CONCEPTUAL SITE PLAN

Sheet No.:
CSP1.00

City Council - Page 813



A CONCEPTUAL SITE PLAN

SCALE: 1/16" = 1'-0"

SCALE: 1" = 16'

0 8 16 32

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PARCEL #:	138-11-408-013
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PROPOSED ZONING CLASSIFICATION:	C-1 LIMITED COMMERCIAL DISTRICT
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PROPOSED GENERAL PLAN LAND USE AMENDMENT:	SC - SERVICE COMMERCIAL
SITE AREA:	+/- 0.88 ACRES
TOTAL BUILDING AREA:	± 612 QSR WITH DRIVE-THRU ± 1,088 QSR WITH DRIVE-THRU ± 1,790 S.F. TOTAL

BUILDING NAMES	BUILDING AREA (SF)	PARKING REQUIRED
±612 SF QSR WITH DRIVE-THRU	±612 S.F. REMAINING AREAS (NO INTERNAL PUBLIC SEATING AND WAITING)	±612 S.F. / 1/200 S.F. DINING 4 SPACES **REQUIRED: 4**
±1,088 SF QSR WITH DRIVE-THRU	±729 S.F. PUBLIC SEATING AND WAITING (PATIO) ±1,088 S.F REMAINING AREAS (NO INTERNAL PUBLIC SEATING AND WAITING)	±729 S.F. / 1/50 S.F. PUBLIC SEATING AND DINING 15 SPACES ±1,088 S.F. / 1/200 S.F. 6 SPACES **REQUIRED: 20**

TOTAL REQUIRED PARKING - 24 STALLS
TOTAL SITE PARKING (REGULAR STALL): **22**
TOTAL SITE PARKING (ACCESSIBLE STALL): **2**

TOTAL PROVIDED PARKING - 22 STALLS
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KEYNOTES

1. PROPERTY LINE
2. BUILDING SETBACK
3. LANDSCAPE SETBACK
4. EXISTING WALL TO REMAIN
5. TRASH ENCLOSURE, WITH COVER TO MEET REQUIREMENTS OF CLV TITLE 19
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10. CALL BOX FOR DRIVE-THRU
11. 8' X 20' BUS PAD
12. LINE OF DEDICATION FOR FUTURE BUS TURNOUT/EXCEL LANE

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OVERALL VICINITY MAP

SCALE: NOT TO SCALE

NOT FOR CONSTRUCTION

ARCHITECT OF RECORD

COLLABORATIVE

CLIENT

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JOHN JOSEPH CARROLL JR. REGISTERED No. 7512 ARCHITECT STATE OF NEVADA

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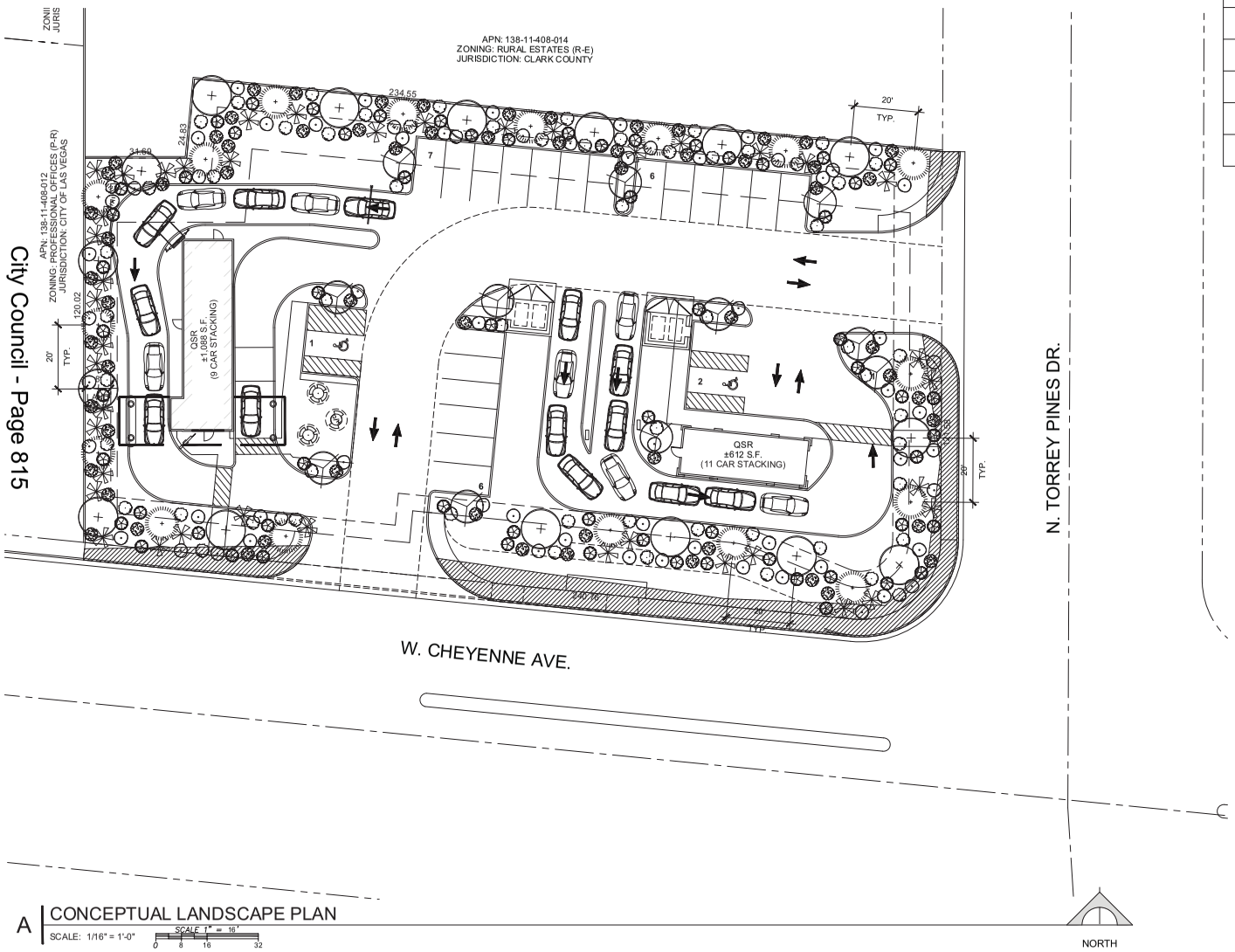
20-0300
01/27/2021

City Council - Page 814



A CONCEPTUAL LANDSCAPE PLAN

SCALE: 1/16" = 1'-0"

SCALE 1" = 16'

0 8 16 32

LANDSCAPE SCHEDULE

SYMBOL	SIZE	COMMON NAME	BOTANICAL NAME	QUANTITY
	24 INCH BOX	DESERT MUSEUM PALO VERDE	PARKINSONIA X 'DESERT MUSEUM'	16
	24 INCH BOX	DESERT WILLOW	CHILOPSIS LINEARIS 'ARTS SEEDLESS'	1[illegible]
	24 INCH BOX	HYBRID MESQUITE	PROSOPIS X 'PHEONIX' TM	1[illegible]

SYMBOL	SIZE	COMMON NAME	BOTANICAL NAME	QUANTITY
	5 GALLON	NEW GOLD LANTANA	LANTANA X 'NEW GOLD'	64
	5 GALLON	LAVENDER	LAVANDULA SP.	63
	5 GALLON	DAMIANITA	CHRYSACTINIA MEXICANA	61
	5 GALLON	BULLGRASS	MUHULENBERGIA EMERSLEY 'EL TORO'	62
	5 GALLON	TRAILING LANTANA	LANTANA MONTEVIDENSIS	41

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20-0300
01/27/2021

NOT FOR CONSTRUCTION

ARCHITECT OF RECORD

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1580 Pavilion Place Drive, Suite 450
Las Vegas, NV 89135
(702) 206-6569
www.Carroll.design

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Drawn: J. CARROLL
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CONCEPTUAL LANDSCAPE PLAN

Sheet No.:
CLP1.01



A CONCEPTUAL LANDSCAPE PLAN

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SCALE: 1" = 16'

0 8 16 32

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SYMBOL	SIZE	COMMON NAME	BOTANICAL NAME	QUANTITY
	5 GALLON	NEW GOLD LANTANA	LANTANA X 'NEW GOLD'	54
	5 GALLON	LAVENDER	LAVANDULA SP.	83
	5 GALLON	DAMIANITA	CHRYSACTINIA MEXICANA	81
	5 GALLON	BULLGRASS	MUHLENBERGIA EMERSLEYI 'EL TORO'	62
	5 GALLON	TRAILING LANTANA	LANTANA MONTEVIDENSIS	41

!!IMPORTANT!!
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NOT FOR CONSTRUCTION

ARCHITECT OF RECORD

COLLABORATIVE

CLIENT

CLIENT

JOHN JOSEPH CARROLL JR. REGISTERED No. 7512 ARCHITECT STATE OF NEVADA

01.26.2021

COMMERCIAL DEVELOPMENT @ W. CHEYENNE AVE. AND N. TORREY PINES DR.
6408 W. CHEYENNE AVE.
LAS VEGAS, NEVADA 89108
APN: 138-11-408-013

Issue Date	Description

Project No.: 20-006
Date: SEPTEMBER 26, 2020
Drawn: J. CARROLL
Reviewed: J. CARROLL

Drawing Title:
CONCEPTUAL LANDSCAPE PLAN

Sheet No.:
CLP1.01

20-0300
01/27/2021

City Council - Page 816

REVISION: 00



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City Council - Page 817

20-0300
11/24/2020

Job Name: HUMAN BEAN - HRN-3	PLOT DATE: 01-10-19
Job Location: RENO, NEVADA	
Drawing Scale: 0.375:12	SEED TO CUP COFFEE SOLUTIONS
Plot Scale: 1:1	15' X 40' PREFABRICATED BUILDING
	WEST REAR ELEVATION

Seed To Cup Coffee Solutions
Leading The Drive Thru Revolution

22

836 MASON WAY
MEDFORD, OREGON 97501
1-800-460-3934

www.stccoffee.com

REV	DATE	BY	APPROVAL	REVISION NOTES
00	1/10/2019	EDK	-	PRELIMINARY COPY

PROJECT REVIEW

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DWG. FILE NAME / REV# / LAST PLOT DATE / SHEET OF SHEETS: HRN-3.SLDDRW, 00, 1/10/2019, 22 of 37

REVISION: 00



20-0300
11/24/2020

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City Council - Page 818

DWG. FILE NAME / REV# / LAST PLOT DATE / SHEET OF SHEETS: HRN-3.SLDDRW, 00, 1/10/2019, 21 of 37

Job Name: HUMAN BEAN - HRN-3	PLOT DATE: 01-10-19
Job Location: RENO, NEVADA	
Drawing Scale: 0.375:12	SEED TO CUP COFFEE SOLUTIONS
Plot Scale: 1:1	15' X 40' PREFABRICATED BUILDING
	EAST FRONT ELEVATION

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21

836 MASON WAY
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City Council - Page 819

20-0300
11/24/2020

DWG. FILE NAME / REV# / LAST PLOT DATE / SHEET OF SHEETS: HRN-3.SLDDRW, 00, 1/10/2019, 23 of 37

Job Name: HUMAN BEAN - HRN-3	PLOT DATE: 01-10-19
Job Location: RENO, NEVADA	
Drawing Scale: 0.375:12	SEED TO CUP COFFEE SOLUTIONS
Plot Scale: 1:1	15' X 40' PREFABRICATED BUILDING
	SOUTH LEFT SIDE ELEVATION

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23

836 MASON WAY
MEDFORD, OREGON 97501
1-800-460-3934

REV	DATE	BY	APPROVAL	REVISION NOTES	PROJECT REVIEW
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City Council - Page 820

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20-0300
11/24/2020

DWG. FILE NAME / REV# / LAST PLOT DATE / SHEET OF SHEETS: HRN-3.SLDDRW, 00, 1/10/2019, 24 of 37

Job Name: HUMAN BEAN - HRN-3	PLOT DATE: 01-10-19
Job Location: RENO, NEVADA	
Drawing Scale: 0.375:12	SEED TO CUP COFFEE SOLUTIONS
Plot Scale: 1:1	15' X 40' PREFABRICATED BUILDING
	NORTH RIGHT SIDE ELEVATION

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836 MASON WAY
MEDFORD, OREGON 97501
1-800-460-3934

24

REV	DATE	BY	APPROVAL	REVISION NOTES
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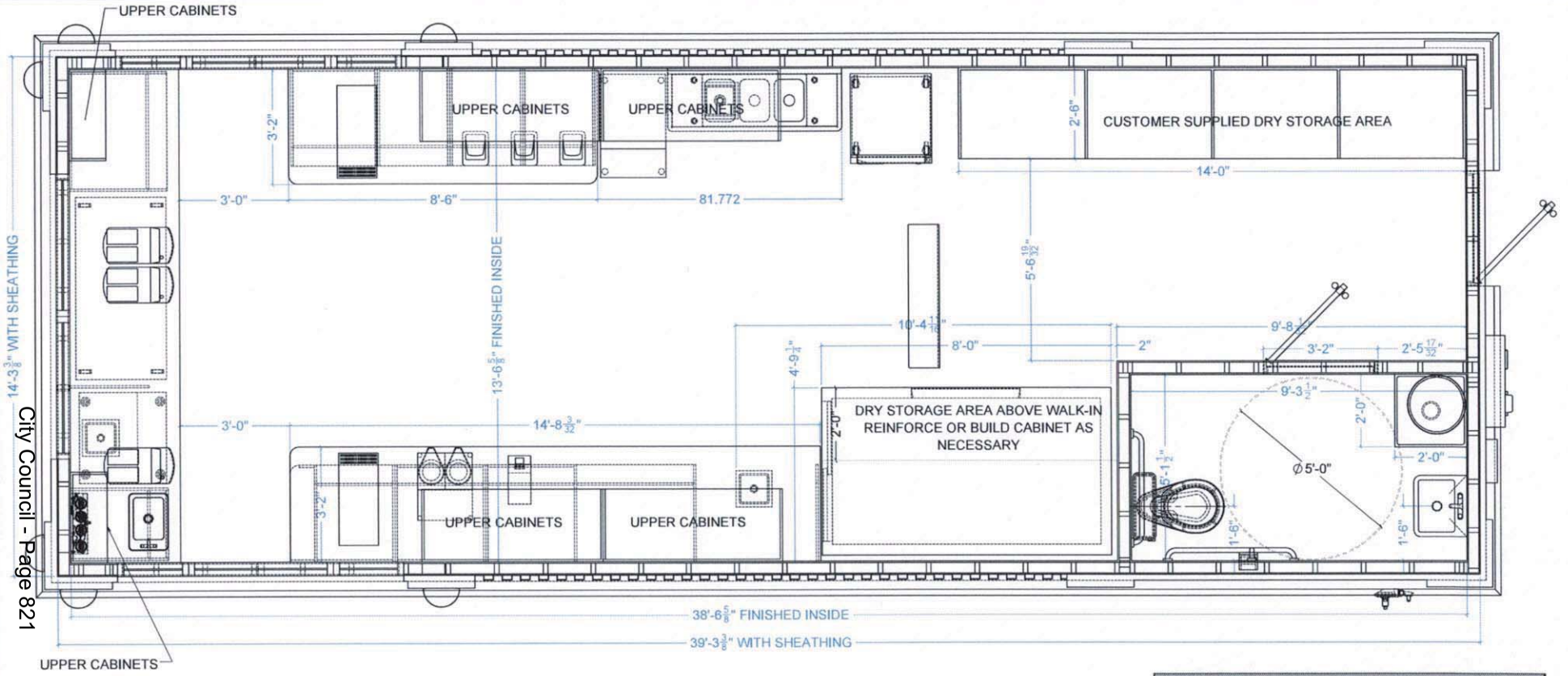

Door and Window Schedule				
Doors:				
Number	Size	Mfr.	Safety Glazing	U-Value
1	3068	Bell Hrdwr	N/A	0.29
2	3068	Rugby	N/A	0.29
Windows:				
Number	Size	Mfr.	Safety Glazing	U-Value
3	71056	Ready Access	-	0.27
4	71056	Ready Access	-	0.29
5	71056	Ready Access	-	0.29

NOTES:

- PLANS COMPLY WITH 2014 SPECIALTY CODES
- SERVICE WINDOWS ARE CUT DOWN PATIO DOORS WITH TEMPERED GLASS.
- ALL WINDOWS AND DOORS SHALL BE CAULKED TO SUBSIDING (FOR WINDOWS) AND LOW EXPANDING FOAM WILL BE USED IN ALL CRACKS AND GAPS. "STORM WRAP" TAPE SHALL BE USED ON WINDOW FLANGES AND DOOR JAMB-TO-WALL JOINTS.
- EXTERIOR OF BUILDING IS TO BE CEMENT PLASTER FINISH (AKA STUCCO) PER IBC 1405.14. CHAPTER 25, SPECIFICALLY 2510, DETAILS PROPER INSTALLATION.
- WALLS TO BE 1/2" DRYWALL AND FRP, CEILING TO BE T-BAR W TILE "DROP CEILING".
- F/E = FIRE EXTINGUISHER
- BATHROOM IS 1/2" DRYWALL AND FRP.

Job Name: HUMAN BEAN - HRN-3 | PLOT DATE: 01-22-19
Job Location: RENO, NEVADA
Drawing Scale: 0.25:12
Plot Scale: 1:1
SEED TO CUP COFFEE SOLUTIONS
15' X 40' PREFABRICATED BUILDING
FLOOR PLAN WITH DIMENSIONS

Seed To Cup Coffee Solutions
Leading The Drive Thru Revolution
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13
836 MASON WAY
MEDFORD, OREGON 97501
1-800-460-3934

REV	DATE	BY	APPROVAL	REVISION NOTES
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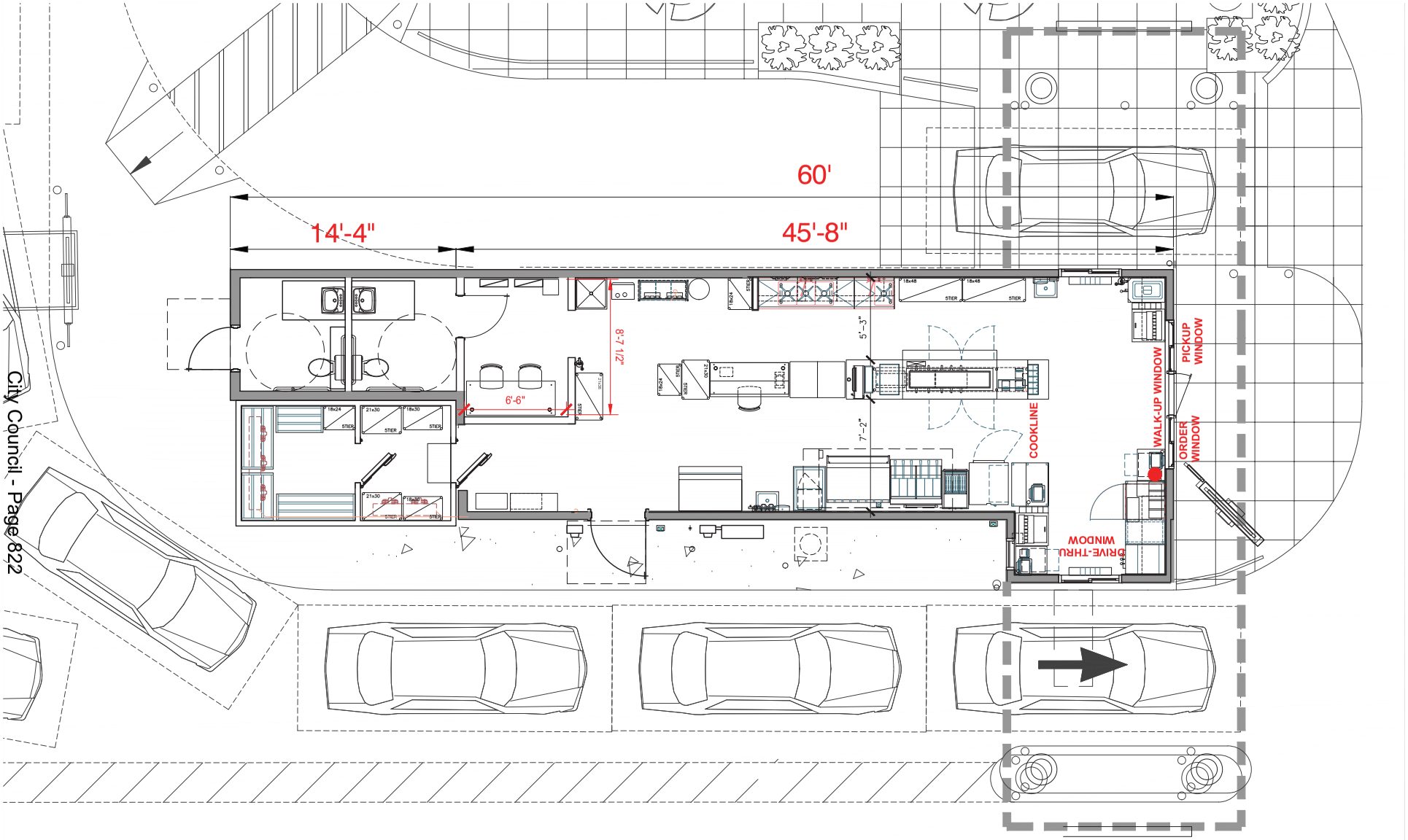

City Council - Page 822

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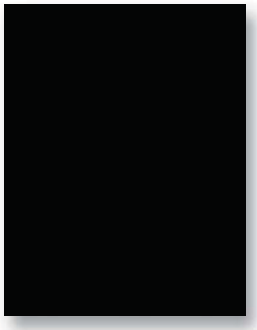
THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT AND TO REPORT ANY DISCREPANCIES TO THE CHECKERS REPRESENTATIVE PRIOR TO COMMENCING WORK.

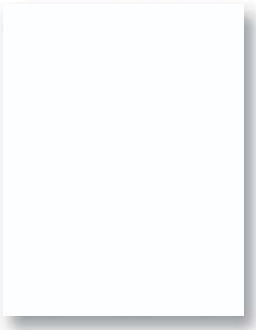
06-25-2020

DELIVERY PLATFORM SITEPLAN

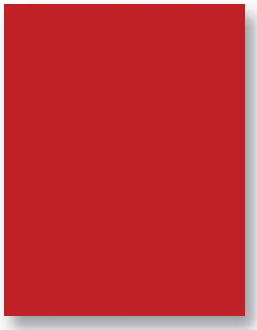
FP-1



EF-1 TILE (BY OWNER)
Manufacturer and Description:
Deutsche Steinzeug America
16" x 16"
Color:
Black Gloss
Epoxy Grout:
Laticrete No. 44 Bright White; MAPEI
NO.00 White with Dupont Clear Sealer



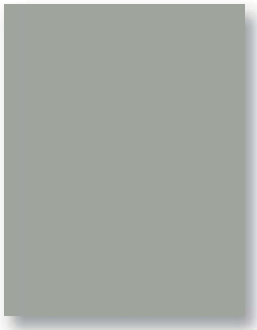
EF-1 TILE (BY OWNER)
Manufacturer and Description:
Deutsche Steinzeug America
16" x 16"
Color:
White Gloss
Epoxy Grout:
Laticrete No. 44 Bright White; MAPEI
NO.00 White with Dupont Clear Sealer



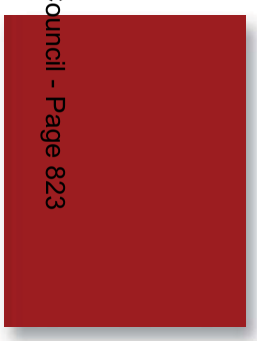
EF-1 TILE (BY OWNER)
Manufacturer and Description:
Deutsche Steinzeug America
16" x 16"
Color:
Contrasting Red Gloss
Epoxy Grout:
Laticrete No. 44 Bright White; MAPEI
NO.00 White with Dupont Clear Sealer



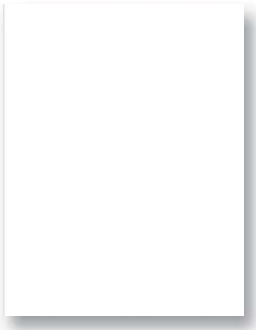
EF-2 EIFS
Description:
Standard DPR Water Based
Acrylic Coating
Color:
Match SW7006 Ultra White
Texture:
Sandpebble



EF-3 PAINT
Manufacturer and Description:
Sherwin Williams
SW7066 Gray Matters
Location:
Equipment / Doors / Coping



EF-4 PAINT
Manufacturer and Description:
Sherwin Williams
Safety Red (Custom)
Location:
color of PVC Bollard overlay



EF-5 PAINT
Manufacturer and Description:
Sherwin Williams
SW7006 Extra White
Location:
Canopy Soffit / Coping



EF-6 MIRROR FINISH STAINLESS
Description:
Stainless Steel Fascia, #8 Mirror Finish,
304 Marine Grade Steel

City Council - Page 823

20-0300
11/19/2020

Checkers & Rally's Restaurants
4300 W Cypress Dr
Tampa, FL 36607

MATERIAL BOARD



20-0300 - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
NORTHWEST CORNER OF CHEYENNE AVENUE AND TORREY PINES DRIVE

12/02/2020



20-0300 - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
NORTHWEST CORNER OF CHEYENNE AVENUE AND TORREY PINES DRIVE

12/02/2020



20-0300 - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
NORTHWEST CORNER OF CHEYENNE AVENUE AND TORREY PINES DRIVE

12/02/2020



20-0300 - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
NORTHWEST CORNER OF CHEYENNE AVENUE AND TORREY PINES DRIVE

12/02/2020



20-0300 - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
NORTHWEST CORNER OF CHEYENNE AVENUE AND TORREY PINES DRIVE

12/02/2020



20-0300 - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
NORTHWEST CORNER OF CHEYENNE AVENUE AND TORREY PINES DRIVE

12/02/2020



20-0300 - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
NORTHWEST CORNER OF CHEYENNE AVENUE AND TORREY PINES DRIVE

12/02/2020



20-0300 - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
NORTHWEST CORNER OF CHEYENNE AVENUE AND TORREY PINES DRIVE

12/02/2020

COLLABORATIVE

February 16, 2021

City of Las Vegas Department of Planning
333 North Rancho Dr.
Las Vegas, NV 89106

RE: Justification Letter: APN: 138-11-408-013
(GPA, ZONE CHANGE, DESIGN REVIEW, WAIVER)

To Whom it may concern:

We would like to apply for a General Plan Amendment, Zone Change, Design Review and waiver alternative parking standard for a new commercial development at the Northwest corner of W Cheyenne Avenue and N Torrey Pines Drive (APN: 138-11-408-013.

The subject parcel is located at the northwest corner of the intersection of West Cheyenne Avenue and North Torrey Pines avenue and is currently zoned Rural Estates District (R-E) with a general plan of Desert Rural. For this project, we are applying for a zone change to Limited Commercial (C-1) with a General Plan of Service Commercial. As West Cheyenne Avenue is an arterial street and for that reason the parcels along West Cheyenne Avenue have been changing to more commercial uses from the original residential uses. With this proposed project at the intersection of West Cheyenne Avenue and North Torrey Pines Drive, this parcel is located at a highly trafficked intersection and thus not ideal for residential uses but rather a commercial use.

The project consists of 2 small quick serve restaurants with drive-thrus of national brands, with one being approximately 612 square feet with 11 car stacking and the other is approximately 1,088 square feet with 9 car stacking and an e-driver pickup lane. Both buildings do not have internal customer areas for seating or waiting. The 1,088 square foot project does include some patio space for outdoor dining and ordering. The 612 square foot project has a walk-up window for service and no outdoor waiting or seating. The hours of operation for the coffee shop 5am-10pm and the burger restaurant will be 9am-3am.

The exterior of the two buildings are shown in the attached elevations with the intended branding. The 612 square foot building has neutral browns with stone accents with the option to be prefabricated. The 1,088 square foot building consists of white stucco facing the residential to the north with accents of red at the covered awnings and black, white and red tiles facing Cheyenne. The call boxes for both projects drive-thrus are facing west and not towards any residential projects and there is landscaping at 20' O.C. along the perimeter landscape boundaries. Both projects are modular buildings which will reduce construction time and waste.

We are also asking for an alternative parking standard to allow increased stacking in lieu of two parking spaces. The development requires 24 spaces, and we are providing 22 spaces. As both projects have more than usual drive-thru stacking we feel that that is a compensating factor to allow for the reduction of the required parking by 8.4%. A parking study sealed by a licensed engineer will be included as supporting documentation.

We feel that this proposed project would be a great addition to the area, follows the requirements set forth by City of Las Vegas Title 19 and also observes the infill development objectives of the Las Vegas 2020 Master Plan. We would greatly appreciate the staff's recommendation for approval. If you have any questions, please contact us at 702-806-6349.

Thank you,

John Joseph Carroll, Jr.
Principal Architect
LEED AP,NCARB(NV #7512)
Carroll Design Collaborative

20-0300
02/16/2021

Baughman & Turner, Inc.
Consulting Engineers & Land Surveyors
1210 HINSON ST. PHONE (702) 870-8771
LAS VEGAS, NEVADA 89102-1604 FAX (702) 878-2695

20-0300
02/25/2021

February 23, 2021

City of Las Vegas
Current Planning Department
495 S. Main Street
Las Vegas, NV 89101

Re: Parking Analysis in support of Variance for a Reduction in Parking (20-0300-GPA1, 20-0300-ZON1, 20-0300-VAR1, 20-0300-SDR1)

To Whom it may concern,

Please accept this Parking analysis for the Cheyenne and Torrey Pines Commercial Development as our justification for a variance of Standard of Unified Development Code 19.12 (On-site Parking Requirement). The proposed development consists of two QSR (Quick Service Restaurant) with associated drive thru. The two fast food restaurants need a total of 24 parking spaces as required by the Unified Development Code 19.12. The proposed site will provide 22 parking spaces or about an 8% reduction. This parking analysis will support that reduction.

The proposed site lies at the northwest corner of Cheyenne Avenue and Torrey Pines Drive. The site lies within a portion of the South Half (S ½) of the Southwest Quarter (SW ¼) of Section 11, Township 20 South, Range 60 East M.D.B. and M., Las Vegas, Nevada, more particularly described as Assessor's Parcel Numbers 138-11-408-013.

The proposed development consists of a 612 sq ft fast food restaurant with drive thru (no internal waiting or seating) and a 1,088 sq ft fast food restaurant with drive thru and an outdoor patio seating area with a walk-up order window.

The proposed development includes two fast food restaurants with drive thru for a total of 1790 sq ft. Additionally, there is about 729 sq ft of patio area for seating and a walk-up order window. Parking demand for the proposed development was determined utilizing the Institute of Transportation Engineers' (ITE) ***Parking Generation, 3rd Edition***. The ITE's average parking supply ratios were based on 46 study sites. Based on this document, the proposed fast food restaurants will generate approximately 25 parking spaces. Table 1 on the next page summarizes the parking demand for the site:

20-0300
02/25/2021

Table 1. Parking Demand - Estimated

Land Use/Code	1000 sq ft GFA (x)	Average Demand	Weekday Peak Period Parking Demand	Saturday Peak Period Parking Demand
Fast Food Restaurant with Drive-through window (934)	0.612	Weekday 9.9(x) Saturday 9.54(x)	7	6
Fast Food Restaurant with Drive-through window (934)	1.088 (includes patio and walk up)	Weekday 9.9(x) Saturday 9.54(x)	18	18
		Total:	25	24

The totals estimated by the ITE's Parking Generation are almost identical to the City's onsite parking requirements. However, in order to determine the actual parking needs for the two restaurants, observations were made at three existing QSR with drive-thru.

The ITE's ***Parking Generation*** indicates that peak parking demand for fast food restaurants occurs between the hours of 12:00-1:00p.m. In order to determine the number of parking stalls needed for this land use, observations were taken at other fast-food restaurants during these peak times. The observed parking counts were conducted on September 1, 2020 between the hours of 11:30 and 1:30 p.m. These counts were conducted at three existing fast-food restaurants at the southwest corner of Sahara and Eastern.

Table 2. Parking Demand - Observed

Shopping Center			
Property	**Existing # of Spaces**	**Average # of cars**	**Demand VS Supply**
Panda Express	47	14	30% full
Wendy's	26	14	54% full
El Pollo Loco	28	12	43% full

As shown in Table 2, the number of observed parked vehicles is much lower than the number of spaces estimated by the ITE manuals, Table 1 or those required by the City's Uniform Code. Additionally, the observed fast-food restaurants had a larger square footage and included indoor seating. The actual counts were about 42% less than those estimated by the City's parking requirement and 44% less than those determined by the ITE Manual. With this reduction, only about 11 parking spaces are needed for the restaurants.

In addition to the results of the observed parking counts, the following items are presented to support the variance for the reduction of 2 parking spaces.

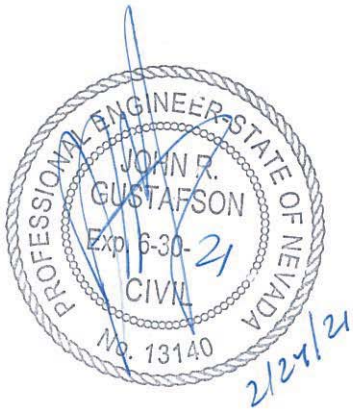
20-0360
02/25/2021

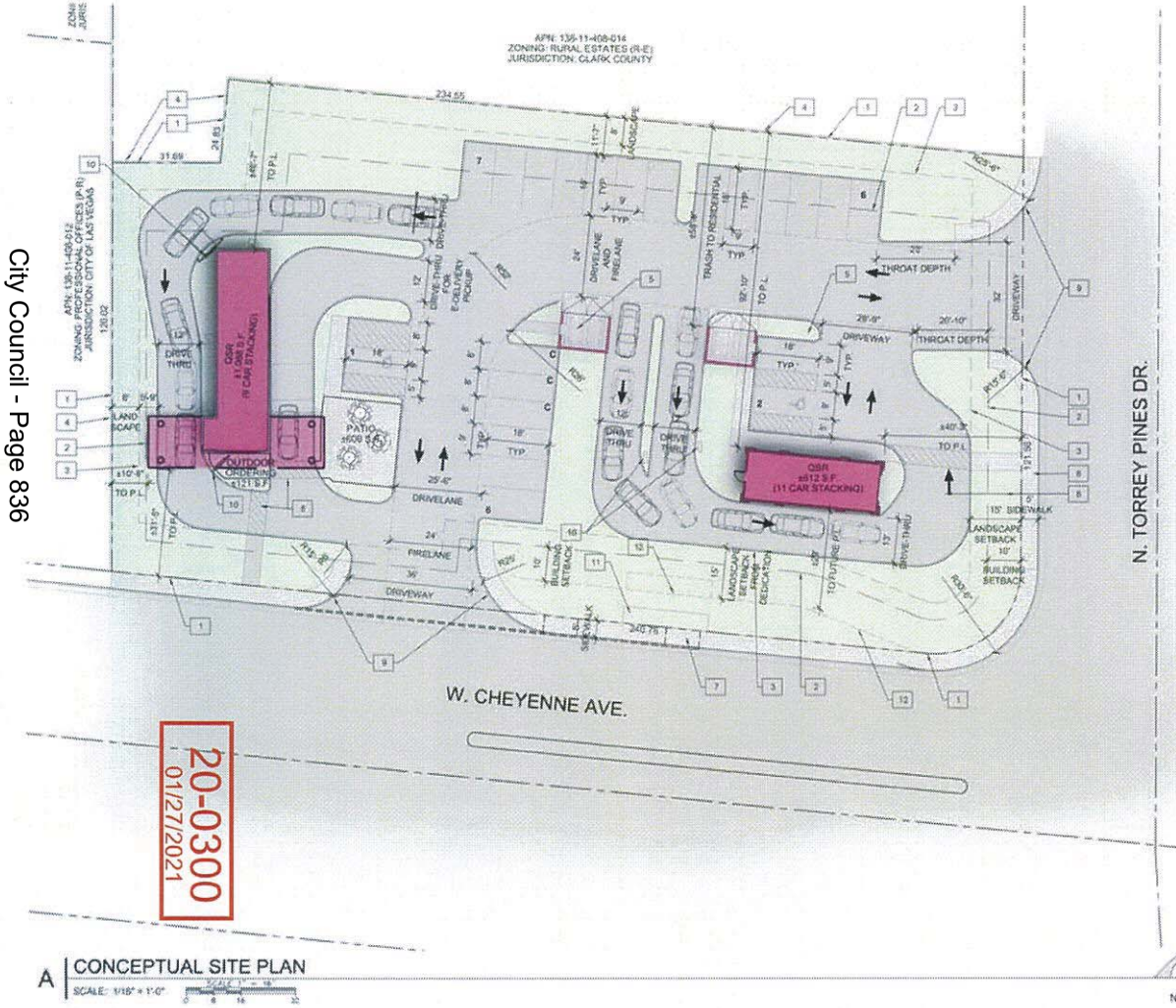
- A bus turn out is being provided with this development. One to two additional parking spaces could have been provided if the bus turnout was not being requested and constructed.
- A waiver of the landscape finger could be requested which would add another parking space, however, the landscaping provides the neighborhood with the beautification of an undeveloped infill lot.
- Code requires the queuing stack to have a minimum of six spaces. More than that is provided at the cost of parking. However, this additional staking room is a necessary tradeoff for the minimal parking space reduction.
- Both restaurants have a smaller dining area than most fast-food restaurants which means fewer customers will park and come into the store, therefore less parking is needed.
- The community-based development encourages consumers to walk to the restaurants as denoted by the walk-up order window. Walking customers will not need parking spaces.
- The 22 proposed spaces have been shown to more than meet the expected parking demands estimated to be needed based on the observed demand.
- The RTC #218 Cheyenne bus route runs east west in Cheyenne. The bus turn out proposed by this development will bring walk up customers to the restaurants.
- Some local entities allow up to 25% reduction in parking spaces when developments are within one quarter mile of a bus stop since riders who patronize the businesses are not driving or parking a car.

We hope that the information provided will justify the 8% parking space reduction and show that the 22 parking spaces provided are sufficient for this development. If you should have any questions, please feel free to call me.

Sincerely,
Baughman & Turner, Inc.

Pamela J. Pitcher
Traffic and Hydrology Manager





A | CONCEPTUAL SITE PLAN
SCALE: 1/16" = 1'-0"

20-0300
01/27/2021

SITE DATA

JURISDICTION	CITY OF LAS VEGAS
PARCEL #	138-11-408-011
CURRENT ZONING CLASSIFICATION	R-E RURAL ESTATES DISTRICT
PROPOSED ZONING CLASSIFICATION	C-1 LIMITED COMMERCIAL DISTRICT
CURRENT GENERAL PLAN LAND USE	DR - DESERT RURAL - UP TO 2 AVOUNC
PROPOSED GENERAL PLAN LAND USE AMENDMENT	SC - SERVICE COMMERCIAL
SITE AREA	±1.0 ACRES
TOTAL BUILDING AREA	± ±612 QSR WITH DRIVE-THRU ± 1,086 QSR WITH DRIVE-THRU ± 1,798 S.F. TOTAL

BUILDING NAMES	BUILDING AREA (SF)	PARKING REQUIRED
±612 SF QSR WITH DRIVE-THRU	±612 S.F. REMAINING AREAS (NO INTERNAL PUBLIC SEATING AND WAITING)	±612 S.F. / 1,200 S.F. DINING 4 SPACES REQUIRED: 4
±1,086 SF QSR WITH DRIVE-THRU	±728 S.F. PUBLIC SEATING AND WAITING (PATIO) ±1,588 S.F. REMAINING AREAS (NO INTERNAL PUBLIC SEATING AND WAITING)	±728 S.F. / 150 S.F. PUBLIC SEATING AND DINING 15 SPACES ±1,088 S.F. / 1,200 S.F. 5 SPACES REQUIRED: 20

TOTAL REQUIRED PARKING - 24 STALLS
TOTAL SITE PARKING (REGULAR STALL): 22
TOTAL SITE PARKING (ACCESSIBLE STALL): 2

TOTAL PROVIDED PARKING - 22 STALLS
TOTAL SITE PARKING (REGULAR STALL): 17
TOTAL SITE PARKING (COMPACT STALL): 3
TOTAL SITE PARKING (ACCESSIBLE STALL): 2

KEYNOTES

1. PROPERTY LINE
2. BUILDING SETBACK
3. LANDSCAPE SETBACK
4. EXISTING WALL TO REMAIN
5. TRASH ENCLOSURE WITH CONDITIONED MAINTENANCE OF ALL TYPES
6. NEW ATTACHED SIDEWALK
7. EXISTING ATTACHED SIDEWALK TO REMAIN
8. PROFESSIONAL CARE FROM STREET TO BUILDING
9. NEW COMMERCIAL DRIVEWAY
10. CALL BOX FOR DRIVE-THRU
11. R-E SETBACK
12. LINE OF DEDICATION FOR FUTURE NON-FORMAL CONTROL LINE

IMPORTANT!!
THE DRAWING AND UTILITY EASEMENTS SHOWN ARE NOT BASED ON A PROFESSIONAL SURVEY NOR ANY EXISTING DRAWINGS. THE PROPERTY LINES/BOUNDARIES WERE ASSUMED FROM CLARK COUNTY ASSESSOR'S PARCEL MAPS AND AERIAL PHOTOS. CARROLL DESIGN COLLABORATIVE DOES NOT ACCEPT ANY LIABILITY FOR ANY ISSUES DUE TO DISCREPANCIES WITH ACTUAL EXISTING CONDITIONS AND LINES/BOUNDARIES



OVERALL VICINITY MAP
SCALE: NOT TO SCALE

20-0300
02/25/2021

NOT FOR CONSTRUCTION

ARCHITECT OF RECORD
COLLABORATIVE

CLIENT
CLIENT

JOHN JOSEPH CARROLL
REGISTERED
No. 7512
ARCHITECT
STATE OF NEVADA
01/26/2021

COMMERCIAL DEVELOPMENT @ W. CHEYENNE AVE. AND N. TORREY PINES DR.
6408 W. CHEYENNE AVE.
LAS VEGAS, NEVADA 89108
APN: 138-11-408-013

Issue Date Description

Project No.: 20-956
Date: SEPTEMBER 26, 2020
Drawn: J. CARROLL
Reviewed: J. CARROLL
Drawing Title:
CONCEPTUAL SITE PLAN

CSP1.00

El Pollo Loco

Time	# Cars Parked	# Cars in Drive-thru	Service Time			Average Drive-thru service time	Notes:
							Date: 9/1/2020
11:30	7	1	0:01:14	0:01:27	0:01:14		
11:40	14	2	0:02:25				*if more than 3 cars @menu board,
11:50	15	1	0:01:19	0:01:00	0:01:22		cars back into drive aisles
12:00	13	1	0:01:03	0:02:35	0:01:54		
12:10	12	3	0:01:33	0:01:13	0:01:30		2:15 cars in drive-thru start backing up
12:20	13	4	0:01:33	0:03:11			into drive aisles
12:30	14	7	0:01:57	0:01:29			
12:40	9	7	0:03:39	0:01:55	0:02:01		
12:50	13	6	0:01:14	0:01:32			through 1:00.
1:00	11	5	0:01:48	0:01:01	0:01:50		
1:10	11	5	0:02:08	0:01:27	0:03:28		
1:20	15	3	0:01:31	0:01:51			
1:30	12	2					*32% of vehicles entering site use the
Average	12.2	3.6	0:01:47	0:01:42	0:01:54	**0:01:48**	drive-thru

peak hour parked cars
peak hour drive-thru
Averages

20-0300
02/25/2021

Panda Express Parking and Drive-thru Counts

Time	# Cars Parked	# Cars in Drive-thru	Service Time	Average Drive-thru service time	Notes:
					Date: 9/1/2020
11:30	12	6	Not gathered		drive thru is full
11:40	10	5			& overflowing into parking
11:50	11	2			
12:00	15	6			Overflowing into parking
12:10	10	8			4 cars into parking
12:20	12	6			
12:30	15	9			back-up into parking aisles
12:40	17	6			back-up into parking aisles
12:50	16	6			back-up into parking aisles
1:00	17	5			back-up into parking aisles
1:10	15	3			
1:20	12	3			
1:30	15	1	Not gathered		*28% of vehicles entering site use the
Average	13.6	5.1	N/A	**N/A**	drive-thru

peak hour parked cars
peak hour drive thru
Average

20-0300
02/25/2021

Wendy's Parking and Drive-thru Counts

Time	# Cars Parked	# Cars in Drive-thru	Service Time	Average Drive-thru service time	Notes:
					Date: 9/1/2020
11:30	13	2	2:10		
11:40	10	3	2:22		
11:50	11	4	2:10		back-up into parking aisles
12:00	12	3	2:26		
12:10	13	6	2:57		
12:20	11	6	2:06		
12:30	12	3			
12:40	15	10	2:40		back-up into parking aisles
12:50	16	7	2:41		back-up into parking aisles
1:00	16	5	2:38		
1:10	17	2	1:56		
1:20	16	4	2:20		
1:30	16	4	3:37		*30% of vehicles entering site use the
Average	13.7	4.5	2:30	**2:30**	drive-thru

peak hour parked cars
peak hour drive thru
Average

20-0300
02/25/2021

Land Use: 934
Fast-Food Restaurant with Drive-Through Window

20-0300
02/25/2021

Land Use Description

This category includes fast-food restaurants with drive-through windows. This type of restaurant is characterized by a large carryout clientele; long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours); and high turnover rates for eat-in customers. These limited-service eating establishments do not provide table service. Patrons generally order at a cash register and pay before they eat. High-turnover (sit-down) restaurant (Land Use 932) and fast-food restaurant without drive-through window (Land Use 933) are related uses.

Database Description

The study site restaurants in this land use category provided data for two groups: restaurants that primarily serve hamburgers and restaurants that primarily serve non-hamburger meals (for example, chicken, fish, taco). In general, the peak parking demand rates for hamburger and non-hamburger restaurants were similar and therefore analyzed together.

The database consisted of a mix of suburban, urban and one rural sites. Based on each data plot, it was generally noted that hamburger restaurants surveyed on weekdays produced significantly different parking demand rates for the suburban and urban sites. However, analyzing these data by area type did not display logical reasons to explain the causes for different parking demand. Therefore, the studies were grouped together for weekday data. For other time periods and restaurant groups, there was no significant difference in rates between suburban and urban sites and therefore the data were combined and analyzed together.

- Average parking supply ratios: 15.3 spaces per 1,000 sq. ft. GFA (50 study sites) and 0.6 spaces per seat (31 study sites).
- Average employee density at hamburger restaurants: 4 employees per 1,000 sq. ft. GFA (11study sites).

Data were submitted for a 5,600 sq. ft. GFA rural site with 97 seats. The only time period counted was between 12:00 and 1:00 p.m. on a weekday. Parking demand ratios were 3.56 vehicles per 1,000 sq. ft. GFA and 0.21 vehicles per seat. This site was excluded from the data plot.

Land Use: 934
Fast-Food Restaurant with Drive-Through Window

20-0300
02/25/2021

The following table presents the weekday and Saturday time-of-day distributions of parking demand for all restaurant sites.

Based on Vehicles per 1,000 sq. ft. GFA	Weekday		Saturday	
Hour Beginning	Percent of Peak Period	Number of Data Points*	Percent of Period Hour	Number of Data Points*
12:00–4:00 a.m.	–	0	–	0
5:00 a.m.	–	0	–	0
6:00 a.m.	–	0	–	0
7:00 a.m.	35	2	–	0
8:00 a.m.	41	5	–	0
9:00 a.m.	–	0	–	0
10:00 a.m.	36	2	–	0
11:00 a.m.	78	10	48	8
12:00 p.m.	100	46	100	22
1:00 p.m.	88	30	100	13
2:00 p.m.	86	6	75	10
3:00 p.m.	56	4	55	3
4:00 p.m.	52	6	59	5
5:00 p.m.	61	16	68	6
6:00 p.m.	69	9	74	2
7:00 p.m.	63	6	72	1
8:00 p.m.	24	1	14	1
9:00 p.m.	–	0	–	0
10:00 p.m.	–	0	–	0
11:00 p.m.	–	0	–	0

* Subset of database

Additional Data

The National Restaurant Association identifies August as the most popular month to eat out and Saturday as the most popular day of the week for dining out.[1]

Monthly parking variation cannot be derived from the available data. However, the following limited-service restaurant sales information averaged for the period 1999 through 2003 from the U.S. Census is provided as a reference to peak month activity. The limited-service restaurantsthat compose the U.S. Census data set may not have the same land use characteristics as sites contained in the ITE *Parking Generation* database for this land use.

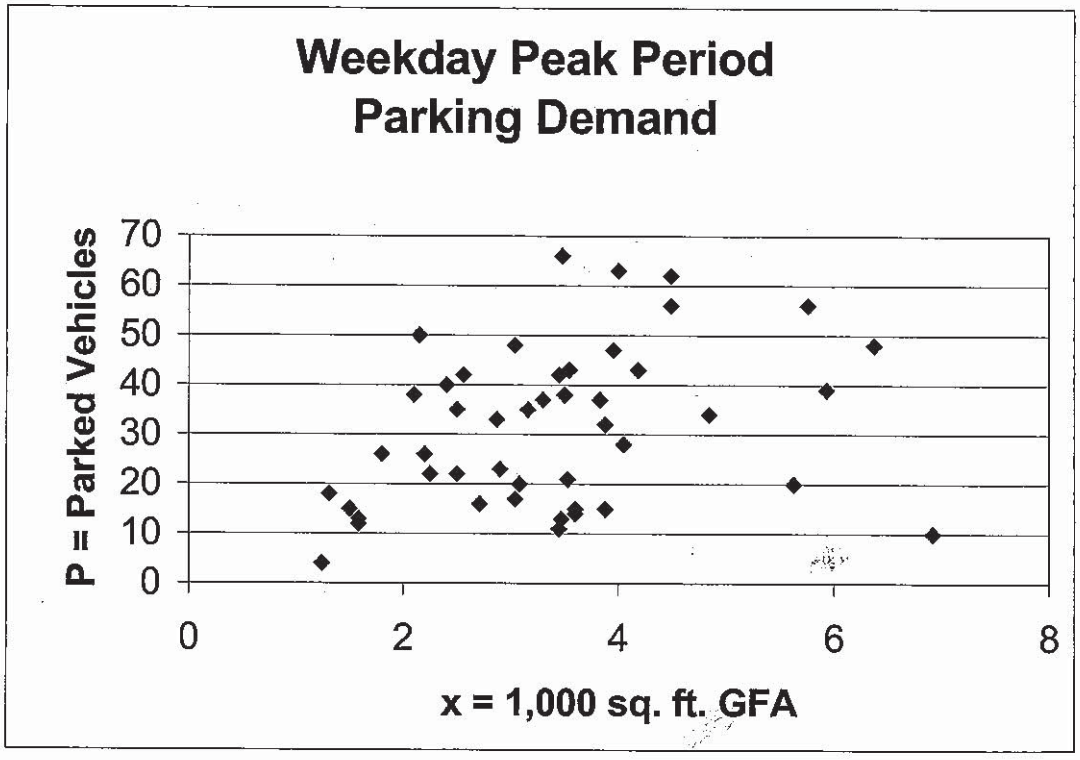
[1] National Restaurant Association. www.restaurant.org/faq.cfm

Land Use: 934
Fast-Food Restaurant with Drive-Through Window

20-0300
02/25/2021

Average Peak Period Parking Demand vs: 1,000 sq. ft. GFA
On a: Weekday

Statistic	Peak Period Demand
Peak Period	12:00–1:00 p.m.
Number of Study Sites	46
Average Size of Study Sites	3,400 sq. ft. GFA
Average Peak Period Parking Demand	9.90 vehicles per 1,000 sq. ft. GFA
Standard Deviation	4.81
Coefficient of Variation	49%
95% Confidence Interval	8.51–11.29 vehicles per 1,000 sq. ft. GFA
Range	1.45–23.32 vehicles per 1,000 sq. ft. GFA
85th Percentile	14.81 vehicles per 1,000 sq. ft. GFA
33rd Percentile	7.46 vehicles per 1,000 sq. ft. GFA

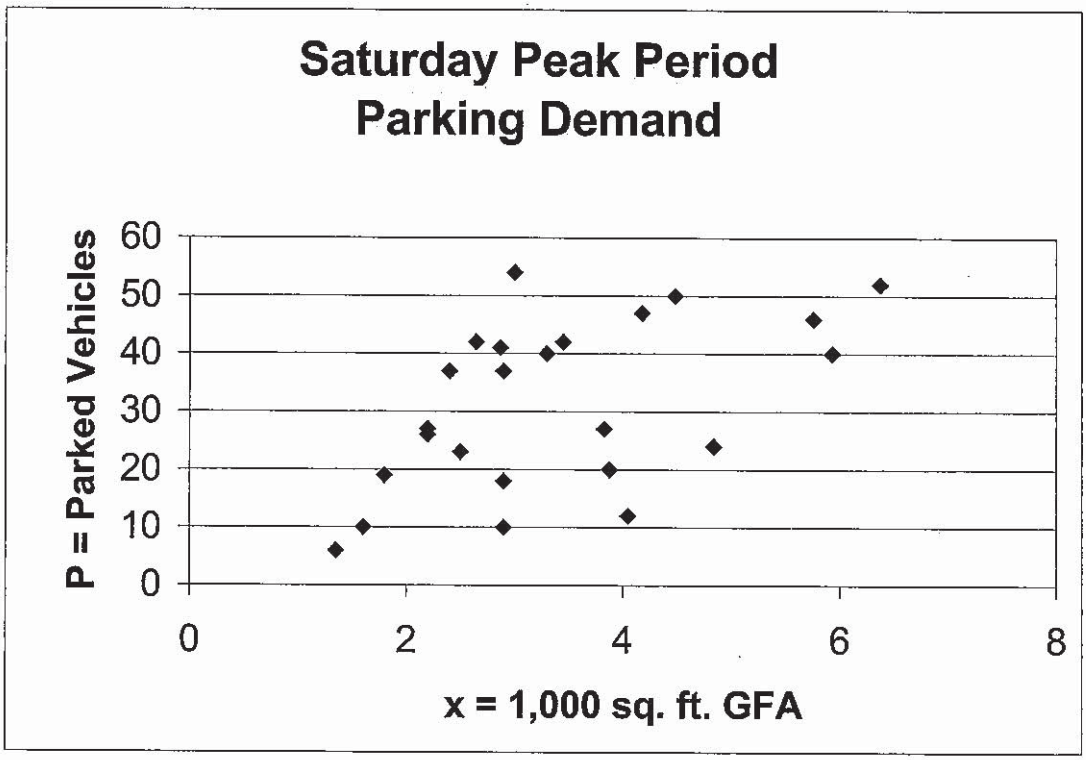


Land Use: 934
Fast-Food Restaurant with Drive-Through Window

20-0300
02/25/2021

Average Peak Period Parking Demand vs: 1,000 sq. ft. GFA
On a: Saturday

Statistic	Peak Period Demand
Peak Period	12:00–3:00 p.m.
Number of Study Sites	24
Average Size of Study Sites	3,800 sq. ft. GFA
Average Peak Period Parking Demand	9.54 vehicles per 1,000 sq. ft. GFA
Standard Deviation	4.21
Coefficient of Variation	44%
95% Confidence Interval	7.86–11.22 vehicles per 1,000 sq. ft. GFA
Range	3.04–18.0 vehicles per 1,000 sq. ft. GFA
85th Percentile	13.58 vehicles per 1,000 sq. ft. GFA
33rd Percentile	6.54 vehicles per 1,000 sq. ft. GFA



CITY OF LAS VEGAS
PLANNING COMMISSION AND CITY COUNCIL
RECOMMENDATIONS / COMMENTS

FROM:	**CLARK COUNTY DEPARTMENT OF AVIATION**
APPLICATION NUMBERS:	**20-0300-SDR1**
PROJECT:	**CHEYENNE AND TORREY PINES COMMERCIAL DEVELOPMENT**
LOCATION:	**138-11-408-013**
MEETING DATES:	**JANUARY 12, 2021, PLANNING COMMISSION & FEBRUARY 17, 2021, CITY COUNCIL**

COMMENTS:

Federal Aviation Regulations (14 CFR, Part 77) and City of Las Vegas Code (Section 19.10.080) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway or for any structure greater than 200 feet in height. Such notification allows the FAA to determine what impact, if any, the proposed development will have upon aircraft operations, and allow the FAA to determine whether the development should be obstruction marked or lighted.

The proposed development would exceed the 100:1 notification requirement or is greater than 200 feet in height.

- **Applicant is required to file FAA form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA,**

- Applicant is advised that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments. Applicant is advised that the FAA's airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA.

- No structure greater than 35' in height shall be permitted to be erected or altered that would constitute a hazard to air navigation, or would result in an increase to minimum flight altitudes during any phase of flight, or would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.

20-0300-SDR1
Primrose Properties, Inc.

NWC Cheyenne Avenue and Torrey Pines Drive

Proposed 1.7 thousand square foot commercial development.

Traffic produced by proposed development:

First Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	FAST-FOOD NO INDOOR SEATING [1000 SF]	1.088	459.20	500
AM Peak Hour			33.76	37
PM Peak Hour			42.65	46

(heaviest 60 minutes)

Second Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	COFFEE/DOUGNUT SHOP W/ DRIVE THRU & NO INDOOR SEATING [1000SF]	0.612	2,000.00	1,224
AM Peak Hour			337.04	206
PM Peak Hour			83.33	51

(heaviest 60 minutes)

Total Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	TOTAL	1.7		**1,724**
AM Peak Hour				**243**
PM Peak Hour				**97**

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Cheyenne Avenue	
Average Daily Traffic (ADT)	43,749
PM Peak Hour *(heaviest 60 minutes)*	3,500

Torrey Pines Drive	
Average Daily Traffic (ADT)	5,644
PM Peak Hour *(heaviest 60 minutes)*	452

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Cheyenne Avenue	50,900
Torrey Pines Drive	14,742

This project will add approximately 1,724 trips per day on Cheyenne Ave. and Torrey Pines Dr. Currently, Cheyenne is at about 86 percent of capacity and Torrey Pines is at about 38 percent of capacity. With this project, Cheyenne is expected to be at about 89 percent of capacity and Torrey Pines is expected to be at about 50 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 243 additional peak hour trips, or about four every minute.

Note that this report assumes all traffic from this development uses all named streets.

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Las Vegas, Nevada 89101

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2021 APR 26 A 7:56

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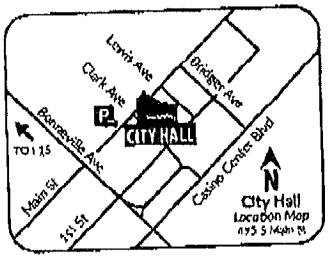

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

■ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-SUP1 and 20-0300-SDR1

City Council Meeting of **05/05/2021**

20-0300
13811407006
LIGHT RONNIE D & SUSAN
3265 SISK RD
LAS VEGAS NV 89108-4950

99 BRDFNP1 89108

Apr. 27. 2021 12:55PM No. 4822 P. 1/1

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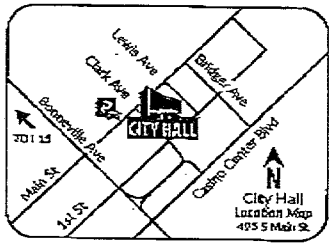

2 drive thrus will create too much traffic — they will use Sisk, Atwood + Torrey Pines to access the restaurants — It will increase traffic in the neighborhood + make it unsafe

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-6803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-SUP1 and 20-0300-SDR1

City Council Meeting of **05/05/2021**

20-0300
13811801022
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

35 BRDFNP1 89131

Submitted after final agenda

41a - 41d

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2021 APR 27 P 2:57

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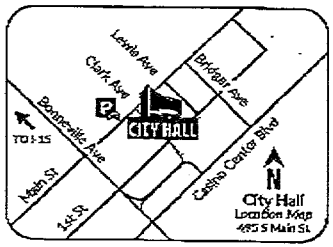

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-SUP1 and 20-0300-SDR1

20-0300
13811408001
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

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City Council Page 84

Apr. 27. 2021 12:55PM No. 4821 P. 1/1

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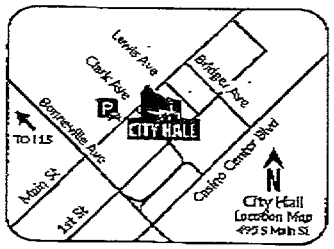

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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2021 APR 27 P 2:56

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20-0300
13811801023
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

Apr. 27. 2021 12:54PM No. 4820 P. 1

May. 3. 2021 10:15AM No. 0936 P. 1

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495 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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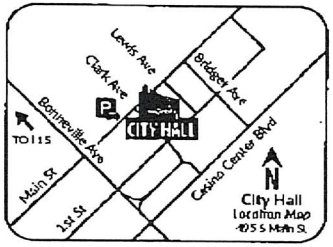

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-SUP1 and 20-0300-SDR1

City Council Meeting of **05/05/2021**

20-0300
13811408014
VARGAS-PINON SERVANDO
PARRA DIANA
3245 N TORREY PINES DR
LAS VEGAS NV 89108

99 BRDFNP1 89108

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2021 MAY -3 A 11:37

City of Las Vegas
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Las Vegas, Nevada 89101

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2021 MAY -4 P 12:00

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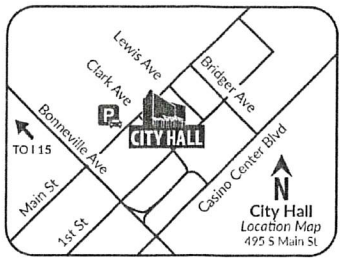

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-SUP1 and 20-0300-SDR1

City Council Meeting of **05/05/2021**

20-0300
13814510094
COOPER MAUREEN R
GODARD ROSE
3105 N BUDDING BLOSSOM CT
LAS VEGAS NV 89108-4368

99 BRDFNP1 89108

Submitted after final agenda
41a - 41d

Thank you Council Representatives for giving residents an opportunity to present our objections to the Land Use Entitlement project 20-0300 and 20-0300-GPA1 and 20-0300-Zone1 and 20-0300-SUP1 and 20-0300-SDRI.

While I understand this is a small .88 acre lot and you want to improve the area, the proposed occupants of two drive-in restaurants does not fit the existing area community. What is the number of residences that have approved and their distances from the site.

Here are the concerns: What are the study results of Traffic Impact, and Environmental Impact.

In our view Traffic Impact: The proposed site has two means of egress and ingress one on West bound Cheyenne and one on North Torrey Pines. The intersection has a signal light and Cheyenne is a divided though fare, while North bound Torrey Pines is a single lane road, South bound Torrey Pines is a two lane road. The traffic heading East on Cheyenne will be forced to make a U-turn onto Cheyenne or left turn onto North Torrey Pines. The East and West bound Cheyenne traffic to the ingress on Torrey Pines will require the traffic to cross double yellow lines, a turn lane, into the site. That proposed driveway is 10 feet from the neighboring residence driveway. Since parking variance is required what is the number of handicap spaces for each business in comparison to the City ordinance. If standard parking spaces are further inadequate the overflow would require parking in front of residences.

In our view the Environmental Impact: What is the proposed plan for delivery trucks into each establishment, garbage and grease pick-up hours. Will it be limited to specified times not to impact residences and is space requirement for the big trucks adequate. What did the study show regarding noise and air quality from the trucks in addition to idling vehicles in the drive-thru. What signage is to be used will it be a monument sign not to impede site ordinance. Parking illumination height and building illumination not to negatively impact surrounding residences. Since two neighboring schools are within .4 mile north and .5 mile south what safety improvement will be made at the intersection due to the increase in traffic and children walking to and from the schools.

Submitted at City Council
Date 5/5/21 Item 41 a-d
By: DON KNIGHT

41 a-d

Stacey Campbell

From: Albino Bautista <Albino.Bautista@lasvegaspaving.com>
Sent: Monday, May 3, 2021 9:25 AM
To: Meeting Comments
Subject: 20-0300 20-300-gpa1 20-0300-zone1 20-0300-sup1 200300-sdr1 05/05/2021 9am.

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

To whom it may concern,
I oppose of this permit being approved due to that the surrounding area being ranch properties. My property is right next to the proposed area and I do have animals. These drive through restaurants will come with an excess of traffic and noise that will cause stress to my animals.
One of the proposed driveways on Torrey Pines is right next to my driveway. The way the road is set up, all of the incoming traffic will be coming from the north. southbound side isn't set up to make a left turn. With the popularity of these restaurants and how the traffic backs up, the traffic will back up into the streets my access to my property will be cut off.

Thank you,

Albino Bautista, Traffic Division Superintendent
Las Vegas Paving Corporation I 3920 W. Hacienda AVE I Las Vegas Nevada 89118
Cell (702) 236-0639 I Office (702) 531-8137 I Fax (702) 736-0300

Submitted at City Council
Date 5/5/21 Item 41a-d
By: E-comments

41a-d

Stacey Campbell

From: Brandon Heredia <brandon.heredia1234@gmail.com>
Sent: Monday, May 3, 2021 10:33 PM
To: Meeting Comments
Subject: 20-0300 and 20-0300 GPA1 and 20-0300 ZON1 20-0300 SUP1 and 20-0300 SDR1 City Council Meeting of 5/5/21

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Dear Sir/ Madam
I am composing this statement in opposition to the above application. This will strongly affect the safety of fellow residents and myself, making this a risky environment for all parties. It will cause huge amounts of stress to residents and myself. I hope that you respect my request to oppose this application. Thank you
Yours sincerely,
Brandon Camacho
Local resident
3245 N Torrey Pines Dr
Las Vegas, NV 89108

41 a-d

Stacey Campbell

From: James Kasalo <jimkasalo@gmail.com>
Sent: Tuesday, May 4, 2021 9:48 AM
To: Meeting Comments
Subject: Opinion Chainge

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20-0300 Public Hearing: Primrose Properties
20-0300 Rezoning- From R-E to C-1

Sirs, after due consideration and with discussions with the neighbors, I have changed my position of being in favor of this development to opposing this development.I too feel it to be hazardous to the community at large. I am unable to come to the meeting on 05/05/2021 Wednesday at 9:AM when the Meeting is to be held.
Regretfully,
James S Kasalo
3250 Sisk St.
Las Vegas, NV 89108

41a-d

Stacey Campbell

From: Don Knight <don.knight21@gmail.com>
Sent: Tuesday, May 4, 2021 5:19 PM
To: Meeting Comments
Subject: 20-0300 Public Hearing May 5,2021 Primrose Properties Inc
Attachments: Land Use Entitlement.docx

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Please find attached my statement why I Oppose this Request
Thank You,
Don Knight 3280 N Torrey Pines Dr
Las Vegas, NV 89108

duplicate

Thank you Council Representatives for giving residents an opportunity to present our objections to the Land Use Entitlement project 20-0300 and 20-0300-GPA1 and 20-0300-Zone1 and 20-0300-SUP1 and 20-0300-SDRI.

While I understand this is a small .88 acre lot and you want to improve the area, the proposed occupants of two drive-in restaurants does not fit the existing area community. What is the number of residences that have approved and their distances from the site.

Here are the concerns: What are the study results of Traffic Impact, and Environmental Impact.

In our view Traffic Impact: The proposed site has two means of egress and ingress one on West bound Cheyenne and one on North Torrey Pines. The intersection has a signal light and Cheyenne is a divided though fare, while North bound Torrey Pines is a single lane road, South bound Torrey Pines is a two lane road. The traffic heading East on Cheyenne will be forced to make a U-turn onto Cheyenne or left turn onto North Torrey Pines. The East and West bound Cheyenne traffic to the ingress on Torrey Pines will require the traffic to cross double yellow lines, a turn lane, into the site. That proposed driveway is 10 feet from the neighboring residence driveway. Since parking variance is required what is the number of handicap spaces for each business in comparison to the City ordinance. If standard parking spaces are further inadequate the overflow would require parking in front of residences.

In our view the Environmental Impact: What is the proposed plan for delivery trucks into each establishment, garbage and grease pick-up hours. Will it be limited to specified times not to impact residences and is space requirement for the big trucks adequate. What did the study show regarding noise and air quality from the trucks in addition to idling vehicles in the drive-thru. What signage is to be used will it be a monument sign not to impede site ordinance. Parking illumination height and building illumination not to negatively impact surrounding residences. Since two neighboring schools are within .4 mile north and .5 mile south what safety improvement will be made at the intersection due to the increase in traffic and children walking to and from the schools.

41a-d

Stacey Campbell

From: Diane Muntal <dmuntal@gmail.com>
Sent: Tuesday, May 4, 2021 11:50 AM
To: Meeting Comments
Subject: City Council, May 5, 2021, 20-0300, Primrose Properties, Inc

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I object to this project for the fourth time despite the favorable Planning Commission vote.

Once again, the Planning Commission and City Council sends multiple cards for comment for multiple meetings hopeful we will tire of responding. This project will add traffic, noise and nuisance to a residential neighborhood. This location is on a route students use to walk to a nearby school. There are more than sufficient fast food restaurants nearby on Rainbow and on Rancho. This is a one story house neighborhood and this type of commerce is not appropriate despite what the Planning Commission determines, no doubt after persuasive trade offs by influential developers.

Asking the residents multiple times for comments subsequently ignored is just a way to pretend you care what we think in order to meet reporting requirements.

41 a-d

Stacey Campbell

From: Cinthia Parra <cinthiaparra526@yahoo.com>
Sent: Monday, May 3, 2021 10:32 PM
To: Meeting Comments
Subject: 20-0300 and 20-0300 GPA1 and 20-0300 ZON1 20-0300 SUP1 and 20-0300 SDR1 city council meeting of 5/5/21

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Dear Sir/Madam

I am writing this statement in objection of the above application. I strongly believe this endangers my fellow residents due to the heavy traffic that will transpire during this development. Especially since it's at such close proximity to my property, this concerns me for my safety and others. I strongly suggest that you consider my request to deny this grant. Thank you.
Yours truly, Cinthia Parra
Local resident.

3245 N Torrey Pines Dr
Las Vegas NV 89108
Phone number (702)470-8931

41a-d

Stacey Campbell

From: Diana Parra <dianaparra23@aim.com>
Sent: Monday, May 3, 2021 9:21 PM
To: Meeting Comments
Subject: 20-0300 and 20-0300-GPA1 and 20-0300-ZON1 20-0300-SUP1 and 20-0300-SDRI city Council meeting of 5/5/21

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Dear Sir/Madam,

I am writing as a local resident to object to the above application. As a local resident this is a matter of concern which affects me and other local residents.

I oppose this request due to it will bring heavy traffic to my area and people. Especially this is being built right next to my ranch I'm afraid people might jump over to my property in danger my animals and my safety of my family .

I hope that the matters I have raised will cause you to refuse to grant the application. I look forward to hearing from you.

Yours faithfully

Local Resident

Diana Parra

3245 N Torrey pines Dr

Las Vegas NV 89108

Ph (702)843-7680

Sent from the all new AOL app for iOS

41 a-d

Meeting Name: City Council

Date: 05/05/2021

Item No. #20-0300

To whom it may concern,

I reside on Torrey Pines and Cheyenne and I don't approve of this development.

I currently rent with hope that soon the owner will want to sell. I have children.

We have to deal with the homeless on an everyday basis, furthermore the noise

of street racing down our streets.

I feel that 2 restaurants is a bit overkill on that lot and will only bring more traffic.

I don't want anyone pulling into my driveway just to make a u turn and get in

Traffic lanes for coffee, for this is one reason and I don't approve of this development.

The safety of pedestrians will be at risk and if you backtrack on the accidents on these

cross streets you will find there are dozens of them and we don't need anymore.

Thank you for your consideration to this matter.

God Bless.

Joe Ramirez

3260 N. Torrey Pines Dr.

Las Vegas Nv. 89108

41a-d

Form Name:	City Council Live
Submission Time:	May 5, 2021 9:10 am
Browser:	Chrome Mobile 83.0.4103.106 / Android
IP Address:	172.58.76.210
Unique ID:	804347909
Location:	33.385799407959, -111.87550354004

First Name	Blanca
Last Name	Parra
City Resident	Yes
Zip Code	89108
Agenda Item Number	1
Choose One	Protest
Council Comment	I oppose to this #20-0300 Due to that surrounding Area are ranch properties And my property is right next to this property. The EXTRA traffic and noise will cause stress to my animals . And the driveway On Torrey Pines traffic will BLOCK my Entrance.

Form Name:	City Council Live
Submission Time:	May 5, 2021 11:14 am
Browser:	Mobile Safari 14.0.3 / iOS
IP Address:	24.234.163.243
Unique ID:	804425017
Location:	36.031200408936, -115.07389831543

First Name	Misael
Last Name	Gomez
City Resident	Yes
Zip Code	89108
Agenda Item Number	41
Choose One	Protest
Council Comment	I oppose this request

Form Name:	City Council Live
Submission Time:	May 5, 2021 11:18 am
Browser:	Mobile Safari 14.0.3 / iOS
IP Address:	24.234.163.243
Unique ID:	804427387
Location:	36.031200408936, -115.07389831543

First Name	Diana
Last Name	Parra
City Resident	Yes
Zip Code	89108
Agenda Item Number	41
Choose One	Protest
Council Comment	I oppose this request

Form Name:	City Council Live
Submission Time:	May 5, 2021 11:19 am
Browser:	Mobile Safari 14.0.3 / iOS
IP Address:	24.234.163.243
Unique ID:	804427923
Location:	36.031200408936, -115.07389831543

First Name	Cinthia
Last Name	Parra
City Resident	Yes
Zip Code	89108
Agenda Item Number	41
Choose One	Protest
Council Comment	I oppose this request

41a-d

Form Name:	City Council Live
Submission Time:	May 5, 2021 9:31 am
Browser:	Mobile Safari 14.0.3 / iOS
IP Address:	174.71.207.6
Unique ID:	804364198
Location:	36.087699890137, -115.14849853516

First Name	Enrique
Last Name	Hernandez
City Resident	Yes
Zip Code	89108
Agenda Item Number	1
Choose One	Concerned
Council Comment	I live on 3440 n Torrey pines And I'm concern about all the traffic on Torrey pines on north side of Cheyenne ave currently is a one lane road this will force me to find a different route to go work and my daily afternoon walks on my Neibor hood

Form Name:	City Council Live
Submission Time:	May 5, 2021 11:15 am
Browser:	Mobile Safari 14.0.3 / iOS
IP Address:	24.234.163.243
Unique ID:	804425865
Location:	36.031200408936, -115.07389831543

First Name	Sandra
Last Name	Parra
City Resident	Yes
Zip Code	89108
Agenda Item Number	41
Choose One	Protest
Council Comment	I oppose this request

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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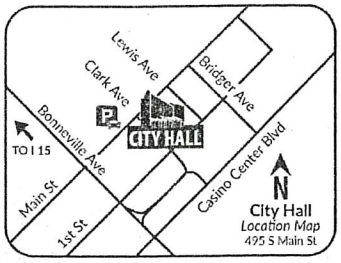
Submitted at City Council
Date Item 4/a-d
By: Servando Vargas



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-SUP1 and 20-0300-SDR1
City Council Meeting of **05/05/2021**

20-0300
13811408014
VARGAS-PINON SERVANDO
PARRA DIANA
3245 N TORREY PINES DR
LAS VEGAS NV 89108

99 BRDFNP1 89108

Application Information

20-0300 - PUBLIC HEARING - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC. - For possible action on the following Land Use Entitlement project requests on 0.88 acres on the northwest corner of Cheyenne Avenue and Torrey Pines Drive (APN 138-11-408-013), Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

20-0300-GPA1 - GENERAL PLAN AMENDMENT - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL)

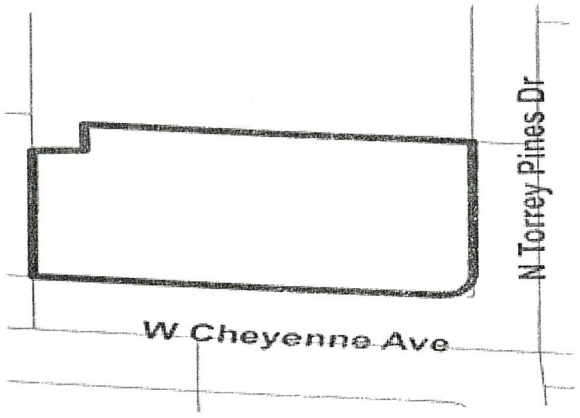
20-0300-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL)

20-0300-SUP1 - SPECIAL USE PERMIT - FOR AN ALTERNATIVE PARKING STANDARD TO ALLOW 22 PARKING SPACES WHERE 24 ARE REQUIRED

20-0300-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF TWO DRIVE-THROUGH RESTAURANTS WITH OUTDOOR SEATING

I oppose of this permit being Approved Due to that Surrounding Area are ranch properties. And my property Is Right Next to this property. The extra traffic and noise will cause Stress to my animals, and the DRIVEway on torrey pines traffic will Block My Entrance

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	05/05/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

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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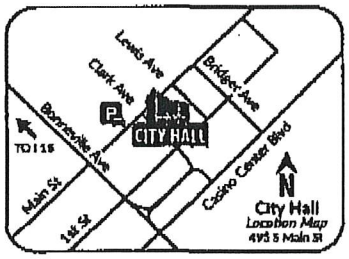

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1

Planning Commission Meeting of 01/12/2021

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City of Las Vegas

20-0300
13811801022
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

Two drive through restaurants on less than one acre-houses have to be on ½ acre in this neighborhood— this violates all that the rural estates area is trying to protect. NO

35 JRDFMP1 89131

23a-d P

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

This will create too much traffic in a mostly residential neighborhood.

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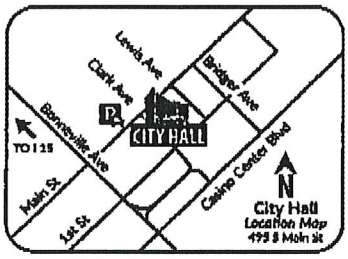

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1

Planning Commission Meeting of **01/12/2021**

20-0300
13811408001
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

89 JRDFNP1 89131

23 a-d P

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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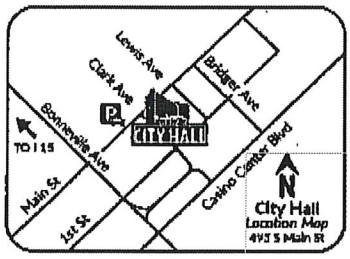

This will create too much traffic for an area that is a neighborhood with children who play outdoors - the traffic will be a nuisance and danger.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1

Planning Commission Meeting of **01/12/2021**

20-0300
13811801023
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

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City of Las Vegas

35 JRDFNP1 89131

23a-d P

Jan 04 21 03:00p Don 7022021386 p.1

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495 South Main Street
Las Vegas, Nevada 89101

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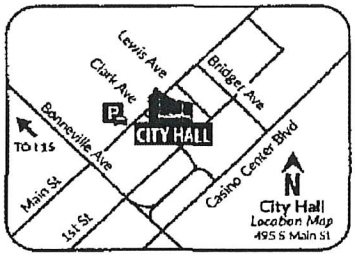

Residential neighborhood does not need or want Drive thru restaurant traffic or population.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1

Planning Commission Meeting of **01/12/2021**

20-0300
13811801009
SEDONA ROSE LIVING TRUST
KNIGHT DONALD D & JANET M TRS
3280 N TORREY PINES DR
LAS VEGAS NV 89108-4902

99 JRDPNP1 89108

23 a-d P

Nora Lares

Subject: FW: Cheyenne and Torrey Pines Commercial Development (APN: 138-11-408-013)

rom: Nicole Eddowes <neddowes@LasVegasNevada.GOV>
Sent: Tuesday, January 12, 2021 11:41 AM
To: Nora Lares <nlares@LasVegasNevada.GOV>
Subject: FW: Cheyenne and Torrey Pines Commercial Development (APN: 138-11-408-013)

Here is the hold request for 20-0300. Thank you!

From: Andrea Carroll <andrea@carroll.design>
Sent: Tuesday, January 12, 2021 11:40 AM
To: Nicole Eddowes <neddowes@LasVegasNevada.GOV>
Cc: Skerlich, Gabriel <Gabriel.Skerlich@colliers.com>; Fike, Brian <Brian.Fike@colliers.com>; John Carroll <john@carroll.design>
Subject: Cheyenne and Torrey Pines Commercial Development (APN: 138-11-408-013)

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Nicole,

Nice speaking with you this morning and we appreciate the opportunity to abey our project without attending the PC meeting this evening.

At the request of the applicant, please hold the following project, NW corner of Cheyenne Avenue and Torrey Pines Drive APN:138-11-408-013, item 23 on tonight's Planning Commission Meeting Agenda in abeyance until the next Planning Commission meeting on 2/9/2021.

We appreciate your time.

Thank you,

Andrea L. Carroll
Principal Architect
NCARB | NV# 7598

C: 720.227.1216

www.carroll.design

1980 Festival Plaza Drive, Suite 450
Las Vegas, NV 89135

Submitted after final agenda

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01.12.21
Items 23(a-d)

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

This is a residential neighborhood. We have concerns about hours of business, lights, noise, security and added traffic. We can't see how this could, in any way, improve our neighborhood.

Colleen Fletcher

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Las Vegas, NV
Permit No. 1830

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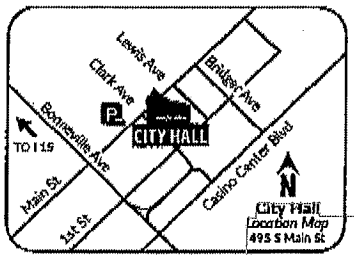

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1

Planning Commission Meeting of **01/12/2021**

20-0300
13811408005
FLETCHER FAMILY TRUST
FLETCHER JAMES T & COLLEEN M TRS
3264 N SISK RD
LAS VEGAS NV 89108

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City of Las Vegas

89 JRDFHP1 89108

Submitted after final agenda
23a-d
P

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

LAS VEGAS NV 890
4 JAN 2021 PM 5 L

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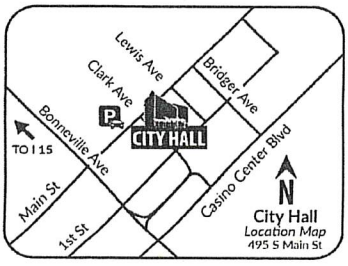

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JAN 11 2021
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1

Planning Commission Meeting of **01/12/2021**

20-0300
13811403010
BYWATER FAMILY TRUST
BYWATER GORDON E & PEGGY L TRS
6560 W ATWOOD
LAS VEGAS NV 89108-4912

99 JRDFNP1 89108

23a-d
P

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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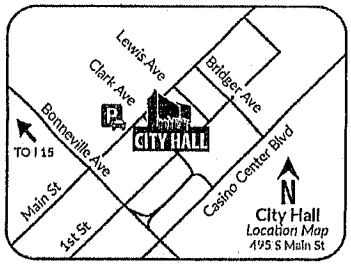

People drive
60 60 mph on Cheyenne -
Neighbor lady struck
& killed in crosswalk,
at that intersection.
Very poor
choice
of location
Dangerous

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1
Planning Commission Meeting of **01/12/2021**

20-0300
13814510088
W Y C O NEVADA
3116 LEAFWOOD ST
LAS VEGAS NV 89108-4373

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City of Las Vegas

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Department of Planning
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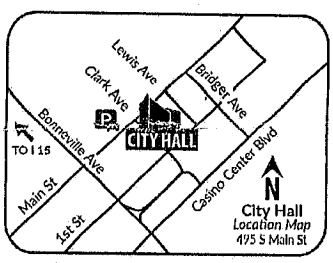

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I SUPPORT this Request

I OPPOSE this Request

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20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1

Planning Commission Meeting of **01/12/2021**

20-0300
13811801015
LARSEN KARL M & SUSAN R FAM TR
LARSEN KARL M & SUSAN R TRS
3255 MUSTANG ST
LAS VEGAS NV 89108-4907

89 JRDFMP1 89108

Application Information

20-0300 - PUBLIC HEARING - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC. - For possible action on the following Land Use Entitlement project requests on 0.88 acres on the northwest corner of Cheyenne Avenue and Torrey Pines Drive (138-11-408-013), Ward 5 (Crear).

20-0300-GPA1 - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL).

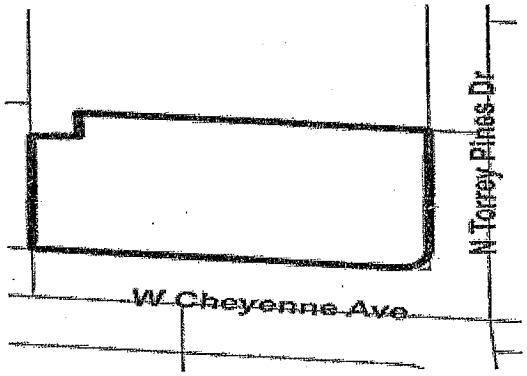
20-0300-ZON1 - FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL).

20-0300-VAR1 - TO ALLOW 22 PARKING SPACES WHERE 25 ARE REQUIRED.

20-0300-SDR1 - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF TWO DRIVE-THROUGH RESTAURANTS WITH OUTDOOR SEATING.

This the wrong Area for a Restaurant — Not near enough land for 2 Restaurants

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*01/12/2021*
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to and during the meeting at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018, or, prior to this meeting, may file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov/meetings

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Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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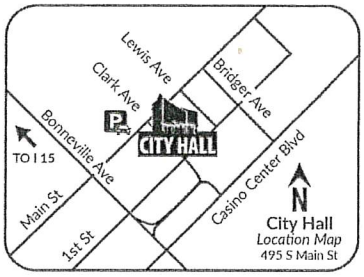

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1

Planning Commission Meeting of **01/12/2021**

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City of Las Vegas

99 JRDFMP1 89108

We are opposed to this. Traffic at this intersection is already congested and dangerous. Adding 2 drive through restaurants will only make the problems worse. Folks are already running stop signs on the residential street (Atwood)

20-0300
13811404008 North of Cheyenne
DELL PHILLIP & LEAH when they use
3340 SISK RD
LAS VEGAS NV 89108 it as a shortcu

Please do not approve this proposed change.
Leah & Phillip Dell

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23(a-d)
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Department of Planning
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Las Vegas, Nevada 89101

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Permit No. 1630

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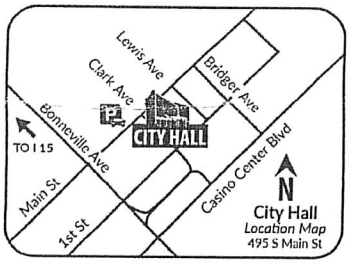

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Dept of Planning
City of Las Vegas

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SDR1
Planning Commission Meeting of **01/12/2021**

20-0300
13814510053
MARIANO NOEL T & ESTRELLITA D
3029 NUTWOOD ST
LAS VEGAS NV 89108-4393

99 JRDFNP1 8910a

Submitted after final agenda
23a-d
A

Ashley Foster

From:	Kelly Woods
Sent:	Thursday, January 7, 2021 8:24 PM
To:	Meeting Comments
Cc:	Tanya Jackson-Renter
Subject:	Fwd: Land Use Zoning Change

Please add to 1/12/21 PC meeting for public comment (20-0300 Ward 5)

Thank you.

Begin forwarded message:

> **From:** Tanya Jackson-Renter <tjackson@lasvegasnevada.gov>
> **Date:** January 7, 2021 at 2:21:14 PM PST
> **To:** Kelly Woods <kwoods@lasvegasnevada.gov>
> **Subject: Land Use Zoning Change**
>
> We received this call regarding Cheyenne and Torrey Pines, hearing is Tuesday, Planning(?). Resident is concerned about putting a fast food restaurant at this location due to traffic and pedestrian safety. A person was struck by a car here, a speed limit should also be reduced. She opposes, Pamela Rickford, 702-658-5322.
>
> Tanya Jackson-Renter
> Special Assistant to Councilman Cedric Crear
> Office: 702-229-5443
> Please note:
> City Hall is closed on Fridays

Submitted at Planning Commission

Date 1/12/2021 Item 6 and 23

E-comment

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

February 9, 2021

City of Las Vegas Planning and Zoning
495 South Main Street
Las Vegas, Nevada 89101

RE: Abeyance request February 9, 2021 Planning Commission Agenda item 17. 20-0300 Primrose Properties, Inc.

Dear Ms. Eddowes and Ms. Lares;

Please be advised this firm has been retained to represent the above-mentioned matter. At this time, we request the matter held-over to the March 9th Planning Commission meeting. The additional time is needed re-evaluate the parking variance and contact neighbors that have expressed concern.

I appreciate your consideration in this matter.

Respectfully,

Lora Dreja
Land Entitlements
Brown, Brown and Premsrirut

cc: John J. Carroll, Jr.
Commissioner Anthony Williams

Submitted after final agenda

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02/09/2021
ITEM 17(a-d)

Nora Lares

RECEIVED
FEB 08 2021
Dept of Planning
City of Las Vegas

From: Kelly Woods
Sent: Monday, February 8, 2021 3:35 PM
To: Anthony Williams
Cc: Nicole Eddowes; Nora Lares
Subject: FW: Cheyenne/Torrey Pines - Reef: ABEYANCE - 20-0300 - PUBLIC HEARING - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC

FYI – per below.

From: Tanya Jackson-Renter <tjackson@LasVegasNevada.GOV>
Sent: Monday, February 8, 2021 11:57 AM
To: Kelly Woods <kwoods@LasVegasNevada.GOV>
Subject: Cheyenne/Torrey Pines

Diane and Carl Bowman (702-645-5278, "she sounds unsure")) lives at 3267 N. Torrey Pines. They are opposed to the fast-food and coffee shop coming to this area. They say the entrance from Torey Pines is a concern due to traffic They are seniors in their 80's and do not drive at night.

Tanya Jackson-Renter
BA Communications
Special Assistant to Councilman Cedric Crear
City Council Office | Ward 5
702-229-5443 | 702-464-2600
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

Submitted after final agenda

17a-d
P
nv

Nora Lares

From: Kelly Woods
Sent: Monday, February 8, 2021 3:31 PM
To: Anthony Williams
Cc: Nicole Eddowes; Nora Lares
Subject: FW: Checkers/Coffee shop ABEYANCE - 20-0300 - PUBLIC HEARING - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.

RECEIVED
FEB 08 2021
Dept of Planning
City of Las Vegas

FYI – per below.

From: Tanya Jackson-Renter <tjackson@LasVegasNevada.GOV>
Sent: Monday, February 8, 2021 2:01 PM
To: Kelly Woods <kwoods@LasVegasNevada.GOV>
Subject: Checkers/Coffee shop

702) 239-2802. Janet Knight . Lives at the "T" at Torrey Pines. Said a realtor came and gave residents information. She said the drive way to enter the Checkers is on Torey Pines/Atwood. Her concern is this is in front of her house. She lives at 3280 N Torey Pines. She said she sent in a card but did not have information about the traffic (after reviewing plans). The lighting will be too much, and traffic. Said she visited other Checkers and they do not take care of their properties, and they will have rodents.

Tanya Jackson-Renter
BA Communications
Special Assistant to Councilman Cedric Crear
City Council Office | Ward 5
702-229-5443 | 702-464-2600
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

Submitted after final agenda

17a-d
P
nv

Nora Lares

From: Anthony Williams
Sent: Tuesday, February 9, 2021 6:47 AM
To: Kelly Woods
Cc: Nicole Eddowes; Nora Lares
Subject: RE: Checkers/Coffee shop ABEYANCE - 20-0300 - PUBLIC HEARING - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.
Attachments: image001.png; image002.png; image003.png; image004.png; image005.png

Thx

From: Kelly Woods
Sent: Monday, February 8, 2021 5:31 PM
To: Anthony Williams
Cc: Nicole Eddowes; Nora Lares
Subject: FW: Checkers/Coffee shop ABEYANCE - 20-0300 - PUBLIC HEARING - APPLICANT/OWNER: PRIMROSE PROPERTIES, INC.

FYI – per below.

From: Tanya Jackson-Renter <tjackson@LasVegasNevada.GOV>
Sent: Monday, February 8, 2021 2:01 PM
To: Kelly Woods <kwoods@LasVegasNevada.GOV>
Subject: Checkers/Coffee shop

702) 239-2802. Janet Knight . Lives at the "T" at Torrey Pines. Said a realtor came and gave residents information. She said the drive way to enter the Checkers is on Torey Pines/Atwood. Her concern is this is in front of her house. She lives at 3280 N Torey Pines. She said she sent in a card but did not have information about the traffic (after reviewing plans). The lighting will be too much, and traffic. Said she visited other Checkers and they do not take care of their properties, and they will have rodents.

Tanya Jackson-Renter
BA Communications
Special Assistant to Councilman Cedric Crear City Council Office | Ward 5
702-229-5443 | 702-464-2600
495 S. Main St. | Las Vegas, NV 89101
[city seal]
lasvegasnevada.gov
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[cid:image004.png@01D21FE5.5E028140] [cid:image005.png@01D21FE5.5E028140]

Submitted after final agenda

17 P
(a-d)
Pg 1 of 2

17(a-d)
Pg 2 of 2

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Nora Lares

From: noreply@formstack.com
Sent: Monday, March 1, 2021 2:40 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 03/01/21 2:39 PM

Meeting Date:	Tuesday, March 9, 2021
Project Number:	20-0300
Position:	I OPPOSE the project and all related applications.
Name:	Diane Muntal
Residential or Business Address:	6300 Crosswood Avenue Las Vegas, NV 89108
Phone:	(702) 596-5032
Email:	dmuntal@gmail.com
Comments:	This is a residential neighborhood. Any businesses located on Cheyenne between Rainbow and Jones are in renovated one story single family homes. There are more than sufficient restaurants and fast food establishments blocks away on Rainbow and Rancho. Fast food restaurants at this location will increase traffic,

17a-d P
Pg 1 of 2

accidents and crime on a school bound pedestrian route. There were two homes on this property previously. I strongly oppose this request for rezoning.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

17a-d
pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Monday, March 1, 2021 2:41 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 03/01/21 2:41 PM

Meeting Date:	Tuesday, March 9, 2021
Project Number:	20-0300
Position:	I OPPOSE the project and all related applications.
Name:	Diane Muntal
Residential or Business Address:	6300 Crosswood Avenue Las Vegas, NV 89108
Phone:	(702) 596-5032
Email:	dmuntal@gmail.com
Comments:	This is a residential neighborhood. Any businesses located on Cheyenne between Rainbow and Jones are in renovated one story single family homes. There are more than sufficient restaurants and fast food establishments blocks away on Rainbow and Rancho. Fast food restaurants at this location will increase traffic,

M a-d P
Pg 1 of 2

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17a-d
pg 2 of 2

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Form Name:	Planning Application Comments 2021
Submission Time:	April 12, 2021 6:04 pm
Browser:	Mobile Safari 14.0.3 / iOS
IP Address:	68.108.6.64
Unique ID:	791464561
Location:	36.234901428223, -115.29049682617

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0300
Position	I OPPOSE the project and all related applications.
Name	Diane Muntal
Residential or Business Address	6300 Crosswood Avenue Las Vegas, NV 89108
Phone	(702) 596-5032
Email	dmuntal@gmail.com
Comments	Drive through restaurants are totally unsuitable given this is a one story residential neighborhood. There are more than sufficient number of drive through restaurants on Rainbow and Rancho to meet the needs of the community. The additional traffic generated is a safety concern for young students walking to the nearby school and the lights and noise will be a nuisance for residents. The existing commercial enterprises on Cheyenne are one story former residences, more suitable to the neighborhood. I oppose these succeeding attempts to rezone this property.

Submitted at Planning Commission

Date 4/13/21 Item 24 (a-e)

E-comments

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 4:43 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	71.222.39.150
Unique ID:	792080084
Location:	36.144298553467, -115.27940368652

Meeting Date	Tuesday, April 13, 2021
Project Number	20*0300
Position	I OPPOSE the project and all related applications.
Name	dorenne medlin
Residential or Business Address	3252 n torrey pines dr. Las Vegas Las Vegas, NV 89108
Phone	(702) 645-9745
Email	dorennem@yahoo.com
Comments	All neighbors within 300 feet OPPOSE the construction of Drive Thru Restaurants Other neighbors may not have PC access The intersection is a hazard; there was a serious auto accident there yesterday (4/12/21) The intersection has many traffic problems already without the restaurants. Has there been a traffic study? Again I (WE) OPPOSE the permit and construction

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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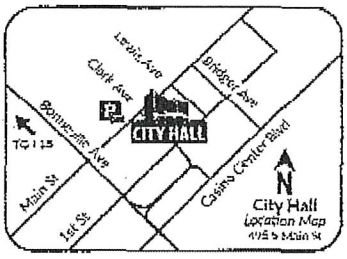

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SUP1 and 20-0300-SDR1

Planning Commission Meeting of **04/13/2021**

20-0300
13811407006
LIGHT RONNIE D & SUSAN
3265 SISK RD
LAS VEGAS NV 89108-4950

89 BRDFNP1 89108

Submitted after final agenda

Agenda Item #24a-e
PROTEST
04.13.21 PC

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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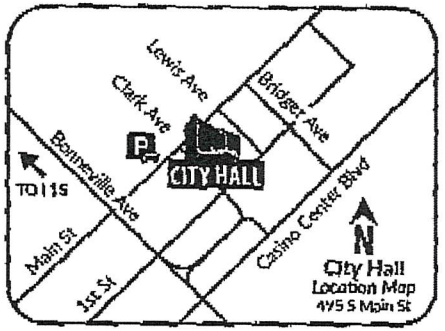
Agenda Item #24a-e
PROTEST
04.13.21 PC



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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Planning Commission Meeting of: 04/13/2021 FNP1 83108

20-0300
13811801015
LARSEN KARL M & SUSAN R FAM TR
LARSEN KARL M & SUSAN R TRS
3255 MUSTANG ST
LAS VEGAS NV 89108-4907

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

This will create too much traffic for a residential area

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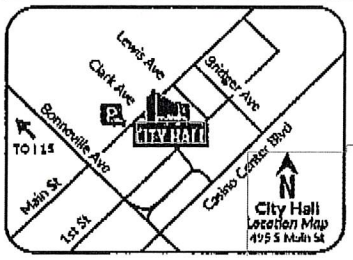

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Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SUP1 and 20-0300-SDR1
Planning Commission Meeting of **04/13/2021**

20-0300
13811801023
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

Agenda Item #24a-e
PROTEST
04.13.21 PC

Two drive through restaurants!! Too much traffic Not safe near Tobler Es.

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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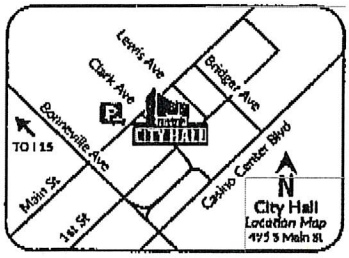
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SUP1 and 20-0300-SDR1

Planning Commission Meeting of **04/13/2021**

20-0300
13811801022
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

Agenda Item #24a-e
PROTEST
04.13.21 PC

Creating 2 drive thrus is a problem - the school is close & this is a residential area

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

PRSRT
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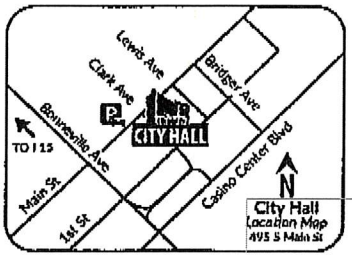
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SUP1 and 20-0300-SDR1

Planning Commission Meeting of: **04/13/2021**

20-0300
13811408001
STALBRA P A TRUST
6525 DONALD NELSON AVE
LAS VEGAS NV 89131

Agenda Item #24a-e
PROTEST
04.13.21 PC

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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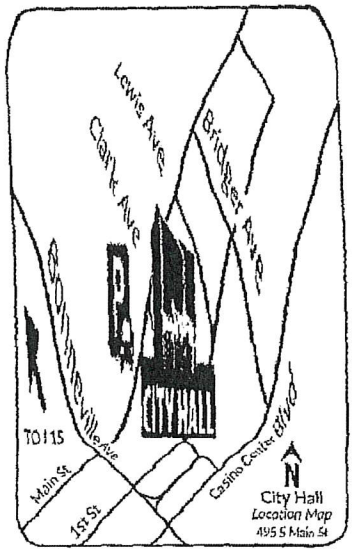

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20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SUP1 and 20-0300-SDR1

Planning Commission Meeting of **04/13/2021**

20-0300
13811404013
MOGAR JOSEPH M & LINDA A
3335 N TORREY PINES DR
LAS VEGAS NV 89108-4903

Agenda Item #24a-e
PROTEST
04.13.21 PC

99 BRDFNP1 89108

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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Official Notice of Public Hearing

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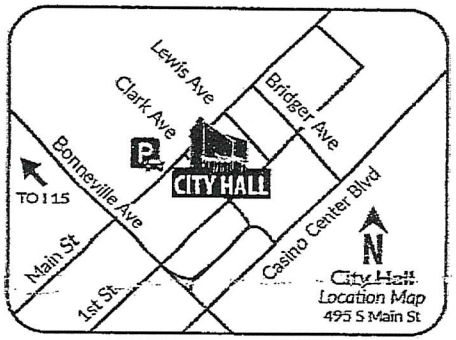
APR 12 2021
Dept of Planning
City of Las Vegas

Agenda Item #24a-e
PROTEST
04.13.21 PC - Page 902



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SUP1 and 20-0300-SDR1

Planning Commission Meeting of: **04/13/2021**

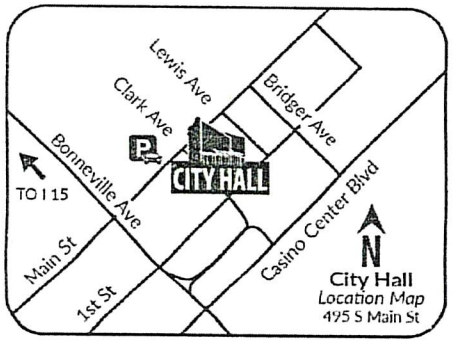
20-0300
13811403010
BYWATER FAMILY TRUST
BYWATER GORDON E & PEGGY L TRS
6560 W ATWOOD
LAS VEGAS NV 89108-4912

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

RECEIVED
APR 12 2021
Dept of Planning
City of Las Vegas



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SUP1 and 20-0300-SDR1

Planning Commission Meeting of **04/13/2021**

20-0300
13814113006
GOFF RANDALL L & BARBARA T
3079 SISK RD
LAS VEGAS NV 89108-6007

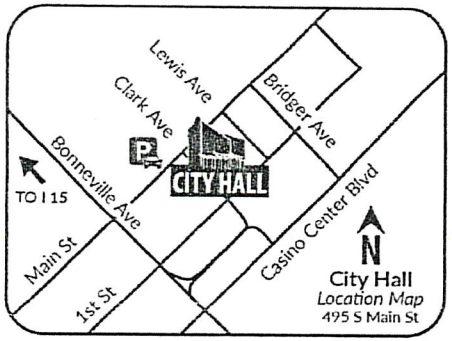
99 BRDFNP1 89108

City Council - Page 903

Agenda Item
#24a-e
PROTEST
04.13.21 PC

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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20-0300 and 20-0300-GPA1 and 20-0300-ZON1 and 20-0300-VAR1 and 20-0300-SUP1 and 20-0300-SDR1

Planning Commission Meeting of **04/13/2021**

RECEIVED
APR 1 2 2021
Dept of Planning
City of Las Vegas

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PAID
Las Vegas, NV
Permit No. 1630

20-0300
13811406013
6620 L L C
5015 SCHUSTER ST
LAS VEGAS NV 89118

115 BRDFNP1 89118

City Council - Page 904
Agenda Item #24a-e
SUPORT
04.13.21 PC

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
41a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
20-0300-GPA1 - GENERAL PLAN AMENDMENT - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	12	Planning Commission Mtg.	2
City Council Meeting	7	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
41b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
20-0300-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	12	Planning Commission Mtg.	2
City Council Meeting	7	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote0 and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
41c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
20-0300-SUP1 - SPECIAL USE PERMIT - FOR AN ALTERNATIVE PARKING STANDARD TO ALLOW 22 PARKING SPACES WHERE 24 ARE REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	12	Planning Commission Mtg.	2
City Council Meeting	7	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
41d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
20-0300-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF TWO DRIVE-THROUGH RESTAURANTS WITH OUTDOOR SEATING

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	12	Planning Commission Mtg.	2
City Council Meeting	7	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
42

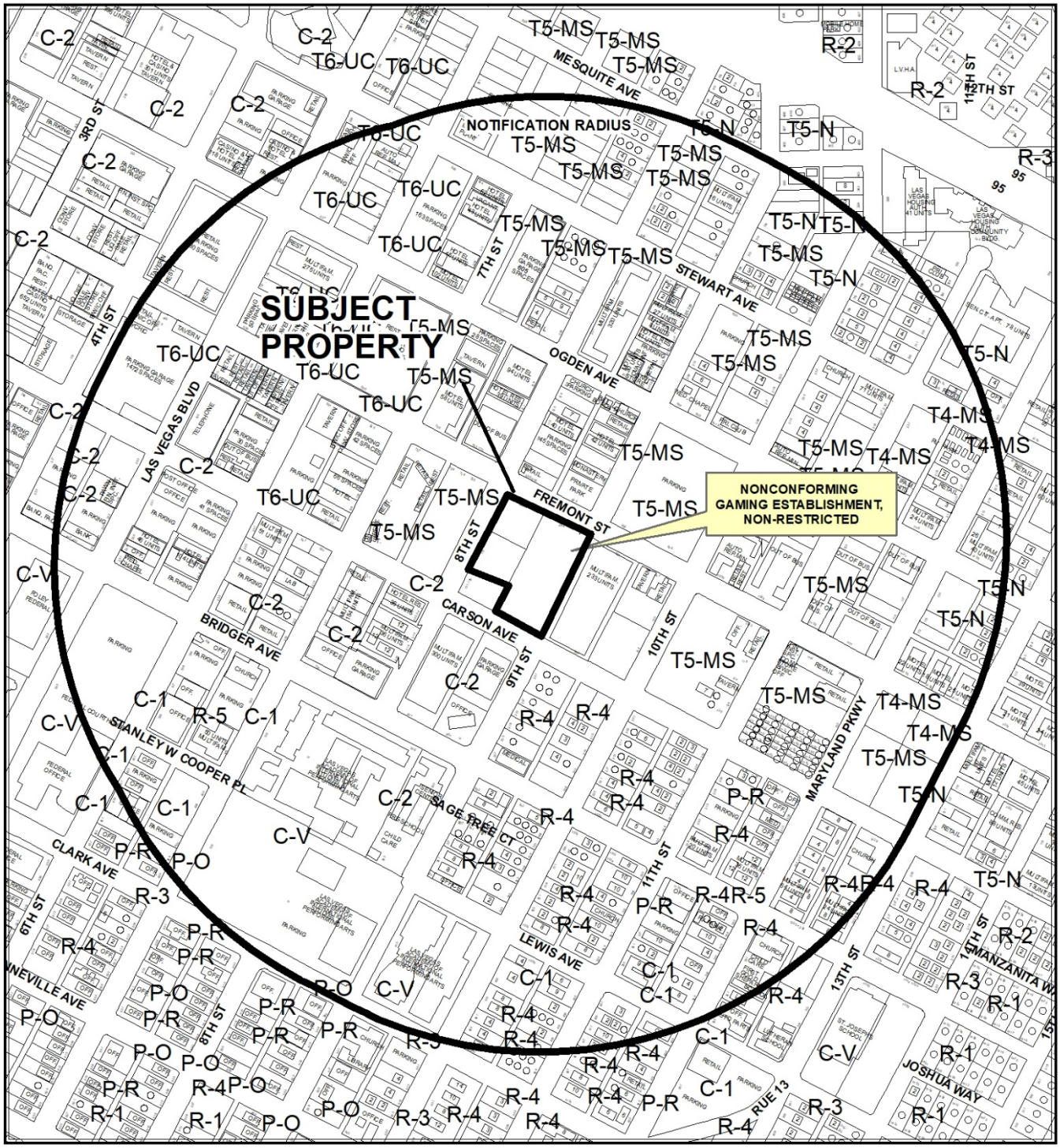
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0133-EOT1 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT/OWNER: 899 FREMONT STREET - For possible action on a Land Use Entitlement project request for the fifth Extension of Time FOR A NONCONFORMING GAMING ESTABLISHMENT, NON-RESTRICTED USE at 899 Fremont Street and 115 South 8th Street (APNs 139-34-612-027 and 056), 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	88

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial, and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Support Postcards and Documentation Not Vetted – Unmarked Postcard
7. Submitted at Meeting – E-comment



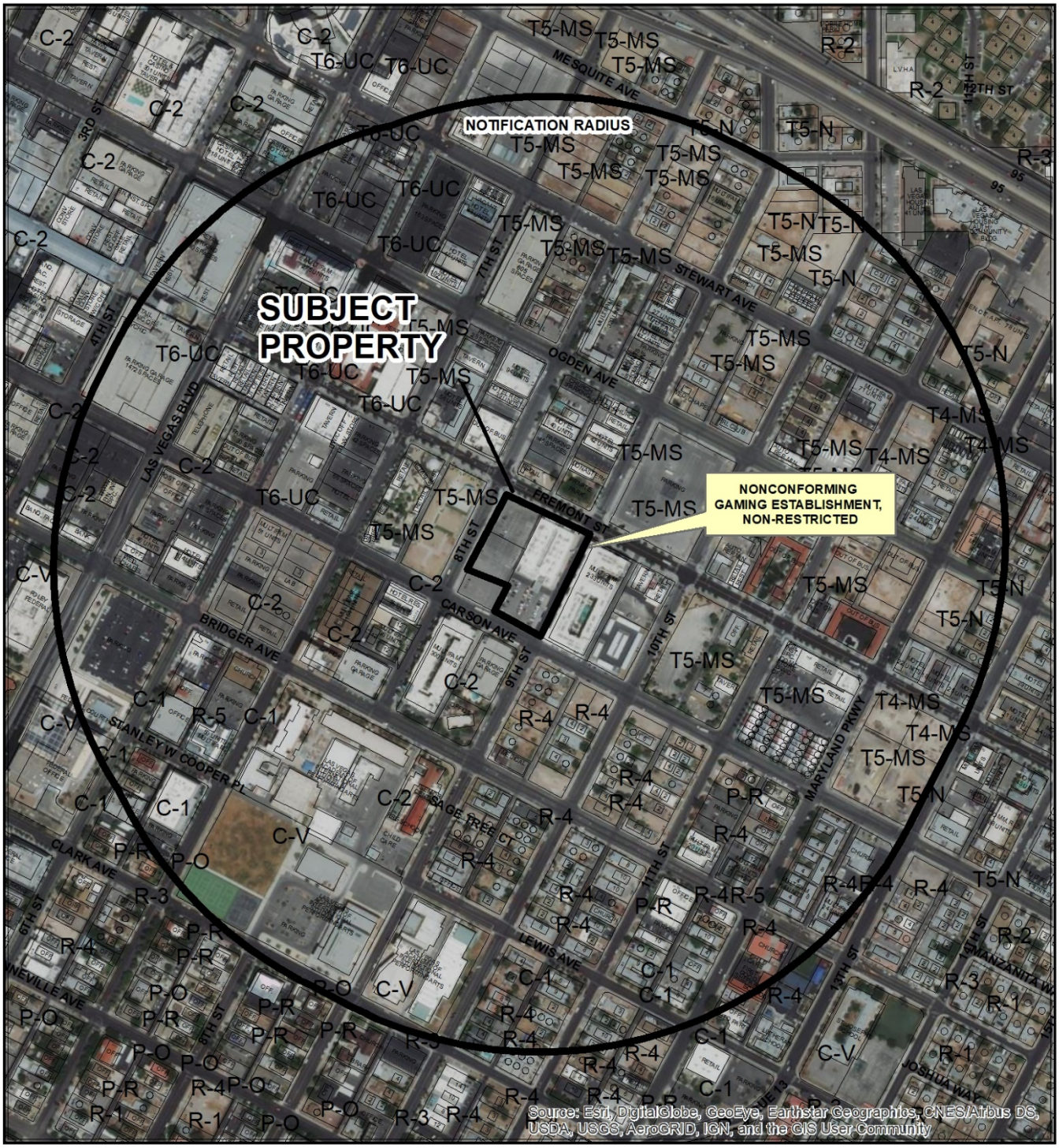
0 412.5 825 Feet

CASE: 21-0133-EOT1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T5-MS (T5 MAIN STREET)

N



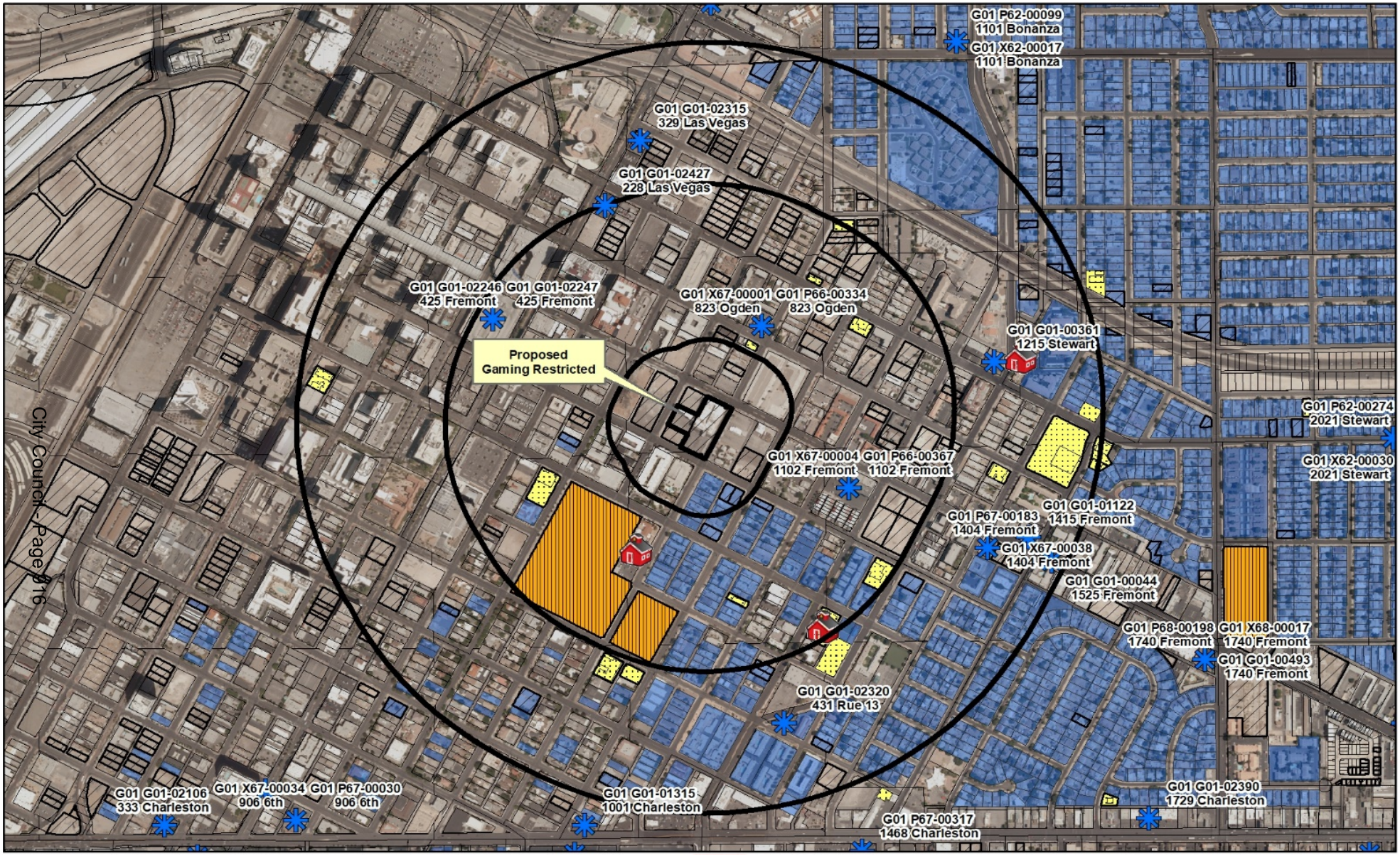
0 412.5 825
Feet

CASE: 21-0133-EOT1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T5-MS (T5 MAIN STREET)

N



21-0133-EOT1

Gaming Restricted

Business Licenses

Gaming Restricted

NOTE: Developed residential district" means a parcel of land zoned primarily for residential use in which at least one completed residential unit has been constructed on the date that the petitioner files a petition pursuant to this section.

Subject Property

Vacant Parcels

Protected Uses (NRS 463.3086)

Residential Property

Religious

Schools

500 ft not less from the property line of a developed residential district

1500 ft not less from the property line of a school or primarily religious services or worship Structure

2500 ft not adversely affect from the property line of a school or primarily religious services or worship Structure

N

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

Date: Wednesday, March 31, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 5, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 899 FREMONT STREET

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0133-EOT1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 731 (By Planning)

PROTESTS 0

APPROVALS 0

** CONDITIONS **

21-0133-EOT1 CONDITIONS

Planning

1. This Extension of Time for a nonconforming Gaming Establishment, Non-Restricted use shall expire on June 8, 2022 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 **

The applicant requests an Extension of Time for a nonconforming Gaming Establishment, Non-Restricted use at 899 Fremont Street.

ISSUES

- This is the fifth request for an Extension of Time for a nonconforming Gaming Establishment, Non-Restricted use at this location. Although the site spans four parcels, the use is located on only two of the parcels (APNs 139-34-612-027 and 056).
- On 10/16/19, the subject site was rezoned T5-MS (T5 Main Street); site development became subject to a form-based code under LVMC Title 19.09.
- Title 19.14.030 authorizes Extensions of Time for certain nonconforming uses that have been abandoned due to economic hardship. Such extensions must be determined in a public hearing by the City Council.
- Title 19.14.030 also limits the Extension of Time request to not exceed the duration of the applicable abandonment period, which in this instance is one year. The expiration date is set according to the last one-day opening business license, which was marked inactive on June 8, 2020. The use had one year to re-establish itself (June 8, 2021). This request will preserve the non-conforming land use until June 8, 2022 if approved.

ANALYSIS

Title 19.14.030 allows for an Extension of Time to be requested for an abandoned nonconforming use when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which in this instance is one year. In accordance with Title 19, a public hearing is required so as to notify neighboring landowners and registered associations, thereby providing the opportunity for comment.

On January 16, 2012, the hotel/casino containing the existing Liquor Establishment (Tavern) and Gaming Establishment, Non-Restricted uses at 899 Fremont Street closed and the business licenses were placed in nonoperational status. Per Title 19.14, the uses may remain established for one year past the date they were last abandoned unless an Extension of Time is approved.

The applicant has either conducted a one-day opening or requested an Extension of Time each year since 2013 to extend the abandonment period while searching for a new operator for the Gaming Establishment, Non-Restricted use. Per the applicant's justification letter, the eventual reopening of the Western is part of a broader effort to revitalize Downtown Las Vegas and has been carefully planned to coincide with additional development projects in the surrounding area. These projects and the Western's reopening have been delayed due to the economic hardship brought on by the pandemic. The applicant anticipates the projects in the surrounding area to break ground this fall.

The hotel/casino is located in the Fremont East District of the Vision 2045 Downtown Las Vegas Master Plan. On July 3, 2019, the City Council adopted a Form Based Code for the Fremont East District. On October 16, 2019, in order to implement the standards of the Form Based Code, the zoning classification of this site was changed from C-2 (General Commercial) to T5-MS (T5 Main Street), which emphasizes large building footprint and lot coverage form elements along Fremont Street with a diverse mix of building frontage types. The nonconforming status of this use on the subject site is unaffected by the zone change.

FINDINGS (21-0133-EOT1)

The Gaming Establishment, Non-Restricted use is located on Fremont Street, which accommodates a variety of commercial uses, including other similar uses, and will not negatively impact the existing protected uses in the area. As the request does not jeopardize the public health, safety or welfare and falls within the intent of Title 19.14.030, staff recommends approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/27/62	The Board of City Commissioners approved a request for Rezoning (Z-0056-62) from R-4 (Apartment Residence) to C-2 (General Commercial) on property generally located on the west side of 9th Street Between Carson Avenue and Fremont Street.
12/16/64	The Board of City Commissioners approved a request for Rezoning (Z-0100-64) under Resolution of Intent from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/16/69	The Board of City Commissioners approved a request for Rezoning (Z-0046-69) from R-4 (Apartment Residence) to C-2 (General Commercial) on property generally located on the northwest corner of Carson Avenue and 9th Street.
07/03/96	The City Council approved a request to Vacate (VAC-0025-96) a 20-foot wide north/south alley located within the block occupied by the hotel/casino.
06/26/18	The Department of Planning administratively approved a Minor Site Development Plan Review (SDR-73157) for a temporary parking lot located at the northwest corner of Carson Avenue and 9th Street. The approval expires 06/26/21 unless an Extension of Time is approved.
01/08/14	The City Council approved a request for an Extension of Time (EOT-52274) for a nonconforming Gaming Establishment, Non-Restricted use at 899 Fremont Street. Staff recommended approval.
09/16/15	The City Council approved a request for an Extension of Time (EOT-60638) for a nonconforming Gaming Establishment, Non-Restricted use at 899 Fremont Street. Staff recommended approval.
08/02/17	The City Council approved a request for an Extension of Time (EOT-70995) for a nonconforming Gaming Establishment Non-Restricted use at 899 Fremont Street. Staff recommended approval.
06/26/18	The Department of Planning administratively approved a Minor Site Development Plan Review (SDR-73157) for a temporary parking lot located at the northwest corner of Carson Avenue and 9th Street. The approval expires 06/26/21 unless an Extension of Time is approved.
06/05/19	The City Council approved a request for an Extension of Time (EOT-76265) for a nonconforming Gaming Establishment Non-Restricted use at 899 Fremont Street and 115 South 8th Street (APNs 139-34-612-056 and 027). Staff recommended approval.
10/16/19	The City Council approved a request for a General Plan Amendment (GPA-75814) to change the land use designation of the subject property from C (Commercial) to FBC (Form-Based Code) as part of a larger request on approximately 226 acres within the Fremont East District generally located south of Interstate 515, west of Eastern Avenue, north of Carson Avenue and east of Las Vegas Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-76747) from C-2 (General Commercial) to T5-MS (T5 Main Street) on the subject property as part of a larger request on approximately 226 acres within the Fremont East District generally located south of Interstate 515, west of Eastern Avenue, north of Carson Avenue and east of Las Vegas Boulevard. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
03/2013	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1970	The building at 899 Fremont Street was constructed.
01/16/12	The existing hotel at 899 Fremont Street ceased operations. Licenses for the tavern and associated restaurant were placed into nonoperational status on 02/02/12.
04/08/14	Business licenses (L16-99173 and L62-00043) were issued for change of ownership of a nonoperational tavern at 899 Fremont Street.
10/09/14	A business license (P62-00147) was issued for a one day opening for 10/15/14 for a non-restricted gaming establishment, 16 machines at 899 Fremont Street. The license went inactive on 10/20/14.
08/11/15	A business license (G63-04941) was issued for the parking lot to be utilized as a valet service parking lot at 899 Fremont Street for special events. The license is active as of 04/06/21.
08/22/16	A business license (P64-00099) was issued for a one day opening for 09/08/16 for a non-restricted gaming establishment, 16 machines at 899 Fremont Street. The license went inactive on 09/12/16.
03/20/18	A business license (G66-00203) was issued for commercial leasing and renting of the parking lot and building at 899 Fremont Street for special events. The license is active as of 04/06/21.
07/18/18	A business license (P66-00094) was issued for a one day opening for 07/27/18 for a non-restricted gaming establishment, 16 machines at 899 Fremont Street. The license went inactive on 07/30/18.
06/02/20	A business license (P68-00058) was issued for a one day opening for 06/04/20 for a non-restricted gaming establishment, 16 machines at 899 Fremont Street. The license went inactive on 06/08/20.

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	
04/06/21	The site contains a three-story building and parking lot that occupies a city block. The building and parking lot are well-maintained, and the parking area south of the building is surrounded by temporary fencing, and vehicles were parked in this lot.

Details of Application Request	
Site Area	
Net Acres	1.88 (of a 2.74-acre site)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel/Casino [vacant]	FBC (Form Based Code)	T5-MS (T5 Main Street)
North	Commercial Recreation/Amusement [private dog park]	FBC (Form Based Code)	T5-MS (T5 Main Street)
South	Multi-Family Residential [parking garage]	MXU (Mixed Use)	C-2 (General Commercial)
East	Mixed-Use	FBC (Form Based Code)	T5-MS (T5 Main Street)
West	Office, Other Than Listed [vacant]	FBC (Form Based Code)	T5-MS (T5 Main Street)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Master Plan	Y
Special Area and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay) District – Area 1 (Fremont East)	Y
LW-O (Live/Work Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails (Entertainment Trail – Fremont Street)	Y
Las Vegas Redevelopment Plan Area – Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

21-0133
03/03/2021

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Ext. of Time - Preservation of Gaming Rights: Western Hotel

Project Address (Location) 899 Fremont Street & 115 S. 8th Street, Las Vegas, NV 89101

Project Name Western Hotel Casino **Proposed Use** No change

Assessor's Parcel #(s) 139-34-612-056 and 139-34-612-027 **Ward #** 3 (Olivia Diaz)

General Plan: Existing C Proposed Same **Zoning:** Existing C-2 Proposed Same

Additional Information N/A

Property Owner 899 Fremont, LLC Contact Mark Carlson

Address P.O. Box 1570 City Las Vegas State NV Zip 89101

E-mail joe.cain@finelv.com Phone (702) 933-7140

Applicant Fifth Street Gaming, LLC Contact Joe Cain

Address 650 S. Main Street City Las Vegas State NV Zip 89106

E-mail joe.cain@finelv.com Phone (702) 933-7140

Representative Attorney for Applicant Contact Christopher Molina-McDonald Carano

Address 2300 W. Sahara Ave., Ste. 1200 City Las Vegas State NV Zip 89102

E-mail cmolina@mcdonaldcarano.com Phone (702) 873-4100

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 Does Not Apply **Partner(s)** Does Not Apply

Partner(s) Does Not Apply

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Mark Carlson, VP of Operations

Subscribed and sworn before me

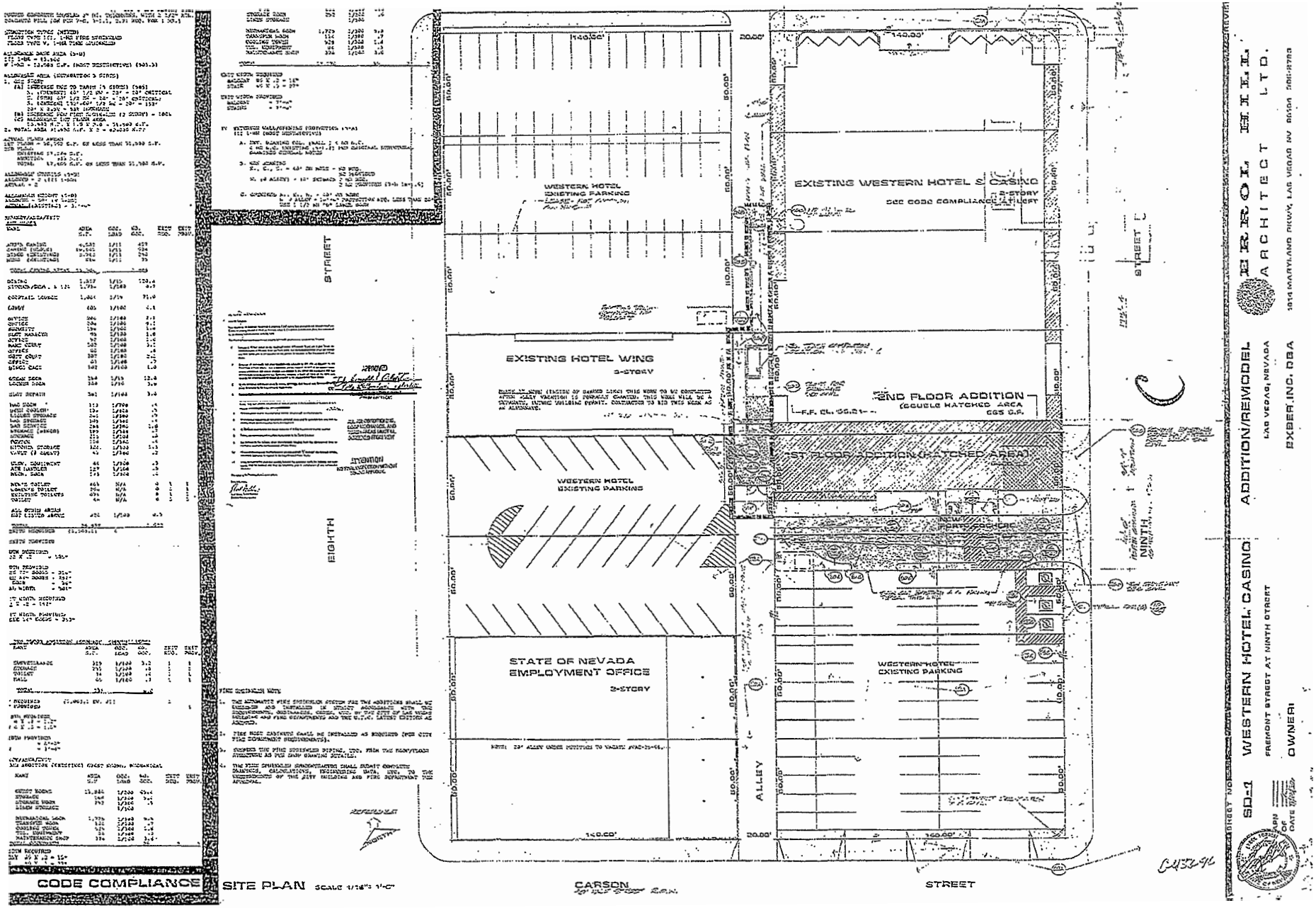
This 10th day of February, 20 21

Catherine Martinez

Notary Public in and for said County and State

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

PRJ78288_SP001



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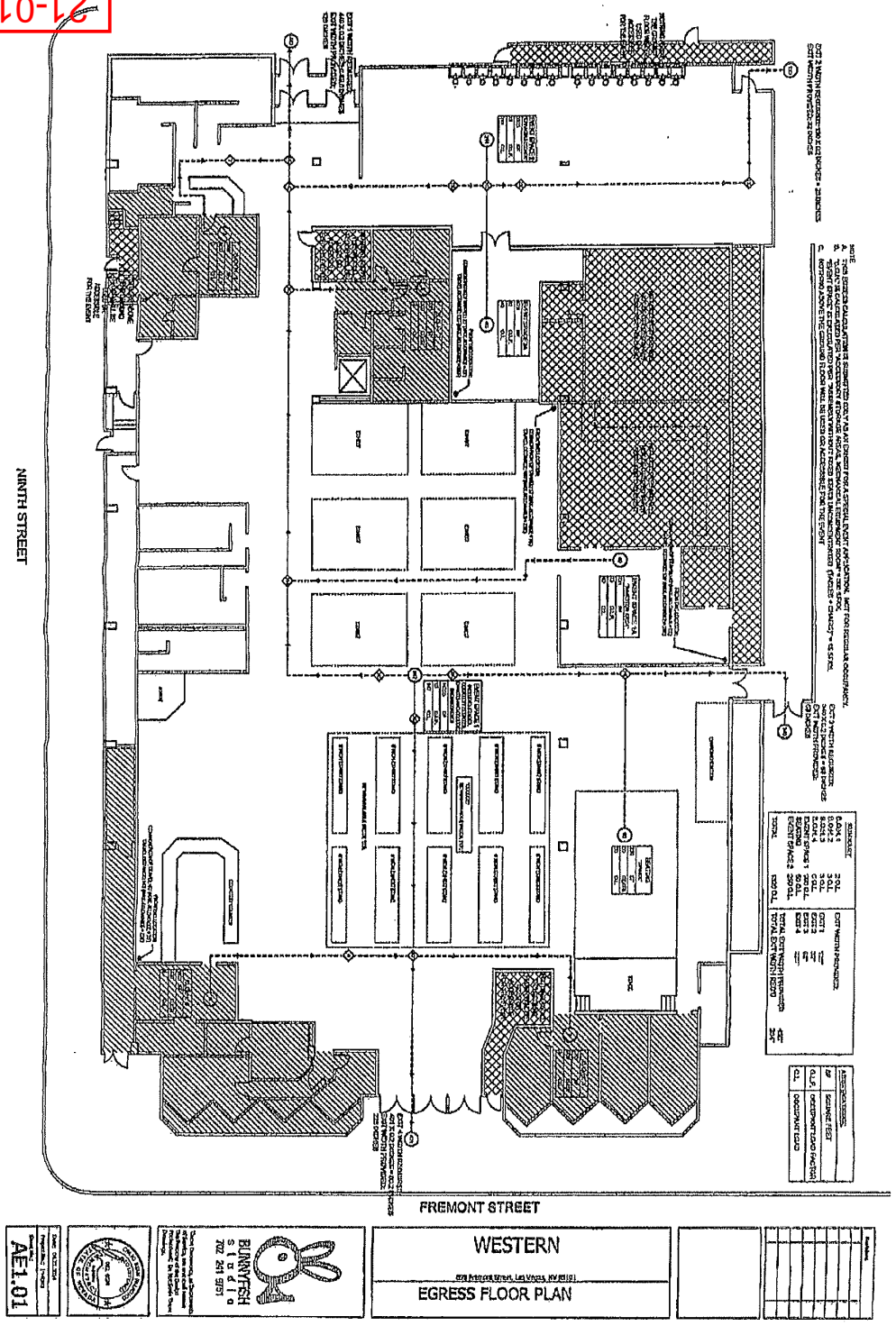
21-0133
03/03/2021





21-0133 - APPLICANT/OWNER: 899 FREMONT STREET
899 FREMONT STREET AND 115 SOUTH 8TH STREET

04/06/21



21-0133 - APPLICANT/OWNER: 899 FREMONT STREET
899 FREMONT STREET AND 115 SOUTH 8TH STREET

04/06/21



21-0133 - APPLICANT/OWNER: 899 FREMONT STREET
899 FREMONT STREET AND 115 SOUTH 8TH STREET

04/06/21

McDONALD CARANO

Chris Molina, Esq.
cmolina@mcdonaldcarano.com

Reply to: Las Vegas

March 1, 2021

Via Electronic Submission

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter for the Western Hotel & Casino

Dear Mr. Summerfield:

Please accept this justification letter submitted with and in support of the application for Extension of Time ("EOT") regarding the gaming land use rights at the property formerly known as the Western Hotel and Casino (the "Western"), located at 899 Fremont Street in a historic section of Downtown (APNs 139-34-612-056 and 139-34-612-027). This EOT is being submitted to request an extension of the period of time that nonconforming gaming rights can be discontinued or abandoned before those rights are lost. A related EOT to preserve the tavern land use rights for the Western (20-0337-EOT1) was recently approved by the City Council on January 6, 2021.

Gaming operations were last conducted at the Western on June 4, 2020 and the Western's nonconforming gaming land use rights will expire on June 5, 2021 if an extension of time is not granted. Accordingly, we respectfully request that the EOT be placed on preferably the first City Council regular meeting agenda in May 2021 or, if that is not an option, the second City Council regular meeting agenda in May 2021.

Pursuant to Title 19.14.030.A.3.c. of the City Municipal Code (the "Code"), the Las Vegas City Council may extend the period of time that a nonconforming use is abandoned before the property must become conforming:

1. If the extended abandoned period is a result of economic hardship

The eventual reopening of the Western is part of a broader effort to revitalize downtown Las Vegas and, more specifically, the Fremont East/East Village districts of downtown Las Vegas. The timing of the Western's reopening has been carefully planned to coincide with additional development projects in the surrounding neighborhood, which will support the Western's economic feasibility. Representatives of Fifth Street Gaming and its development partners have met with various City Council members on prior occasions to discuss these projects. As explained in the justification letter and City Council hearing on 20-0337-EOT1, these projects

21-0133
03/03/2021

and the Western's reopening were put on hold due to the economic uncertainty caused by the COVID-19 pandemic. It is currently anticipated that these projects will break ground this fall.

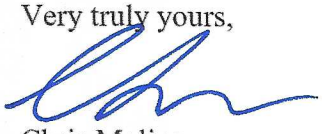
2. Public health, safety and welfare will not be jeopardized by extending the period of abandonment that may occur before the property must become conforming.

The Western is located within a C-2 (General Commercial) zoning district, which allows for a tavern/casino license and liquor sales. The Western has been well maintained and does not pose a threat to public health, safety, or welfare. Further, continuing the nonconforming gaming land use rights will assist in development of the site, and help maintain the property value of both it and its adjacent properties, with no ill effect since gaming is and will remain an integral part of downtown. Because of the Western's location, its redevelopment will play a role in the revitalization of downtown.

Based on the foregoing, we respectfully request your approval of the Western's request for an extension of time to preserve the grandfathered gaming rights at the property. If you have any questions, please call me at (702) 873-4100 or e-mail me at cmolina@mcdonaldcarano.com.

Thank you for your consideration of this request.

Very truly yours,



Chris Molina

21-0133
03/03/2021

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Office of The City Clerk
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Las Vegas, Nevada 89101

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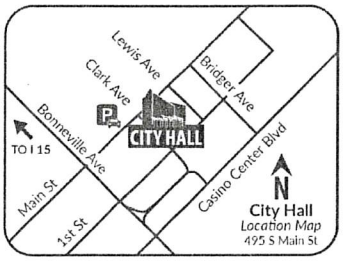

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934712122
901 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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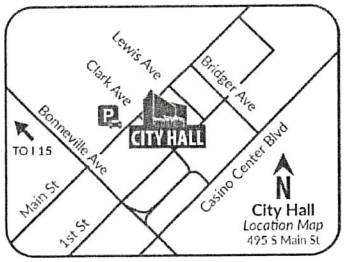

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934715001
11TH STREET TAVERN L L C
PO BOX 7516
LAS VEGAS NV 89125

Submitted after final agenda

42

33 BRDFNP1 89125

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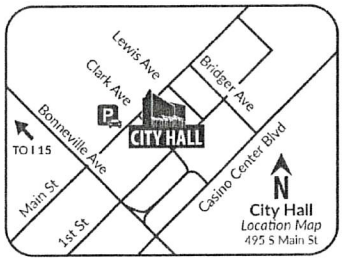

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934710053
210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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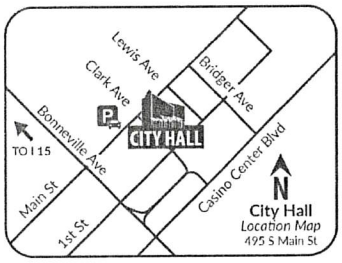

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934712029
215 9TH ST L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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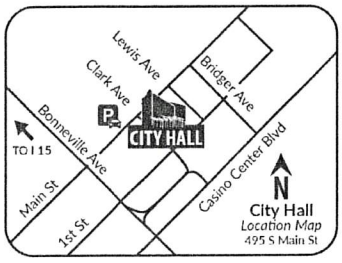

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934611022
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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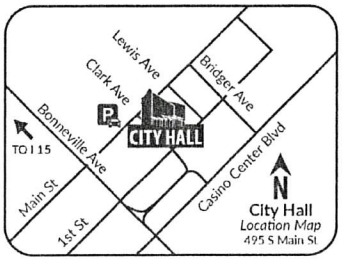

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934611024
612 CARSON L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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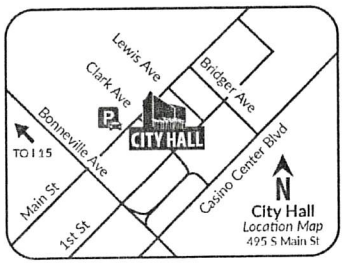

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310020
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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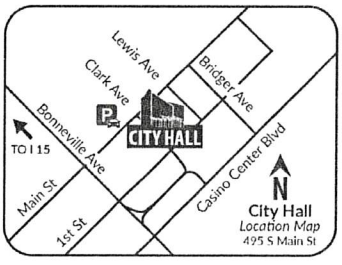

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310022
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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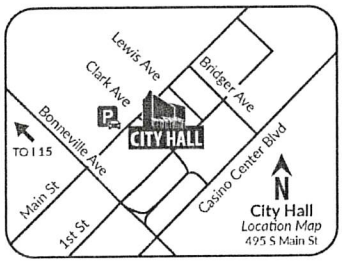

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310007
112 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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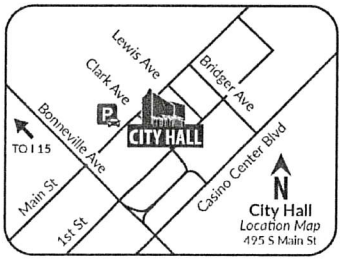

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310009
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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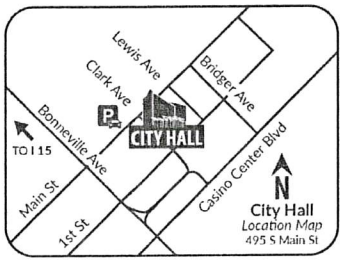

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211121
1004 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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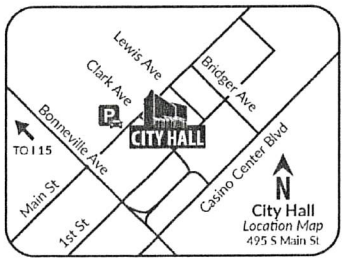

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310001
1111 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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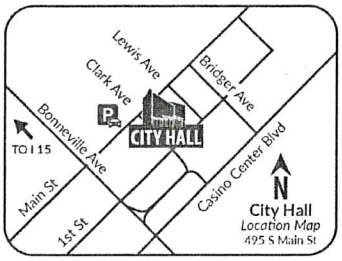

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211059
117 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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Las Vegas, Nevada 89101

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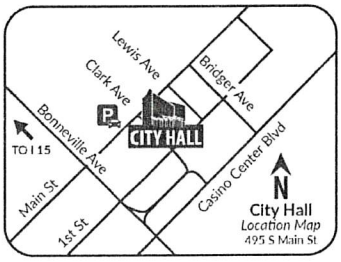

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211082
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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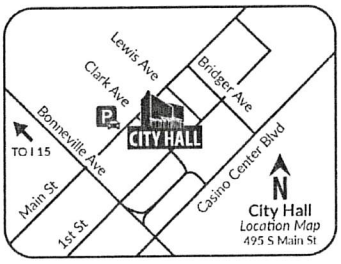
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211055
131 11TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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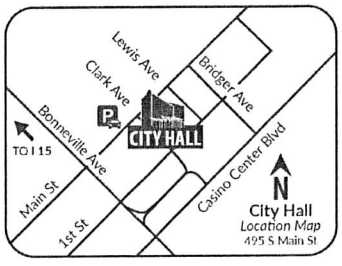

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211057
1100 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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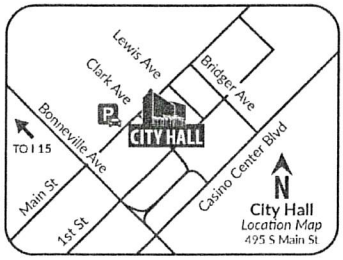

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934712123
901 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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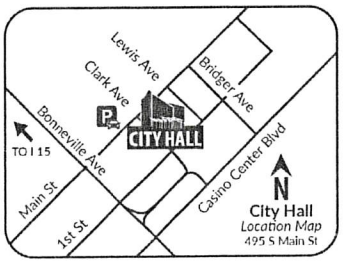

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211022
123 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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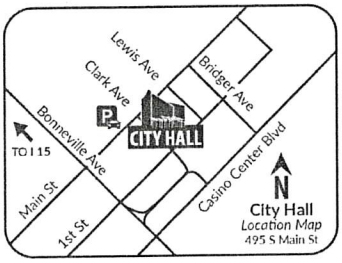

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934712068
901 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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2021 MAY -3 P 1:59

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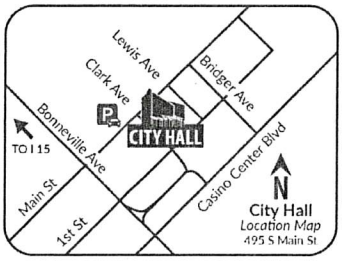

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934712083
202 11TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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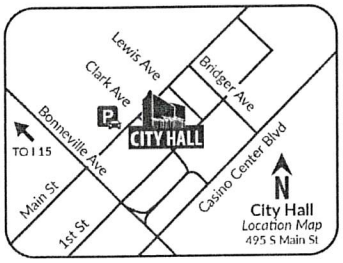

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934710059
701 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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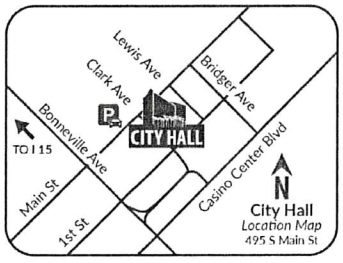

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934712020
319 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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Las Vegas, NV
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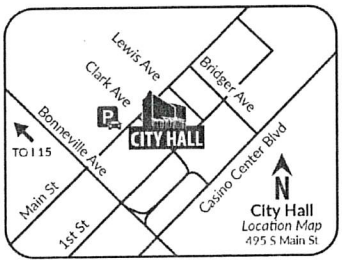

21-0133-EOT1
13934710006
333 6TH ST L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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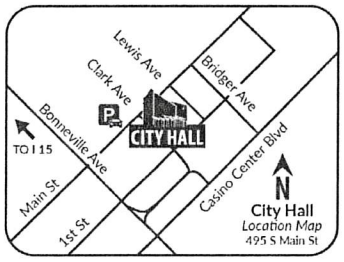

21-0133-EOT1
13934710052
210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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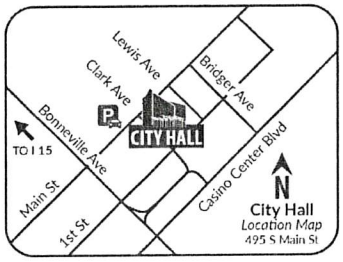

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612073
208 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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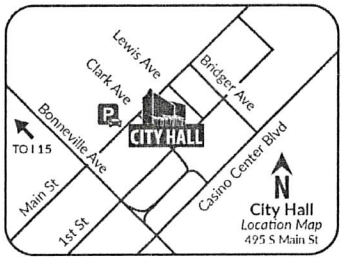

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612080
1000 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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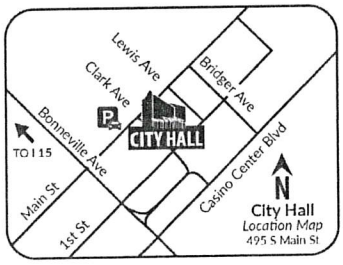

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612053
111 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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Las Vegas, Nevada 89101

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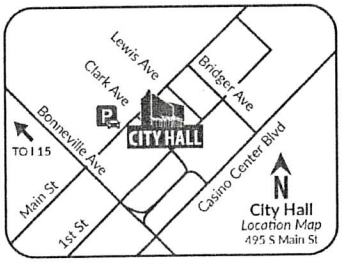

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612055
820 FREMONT STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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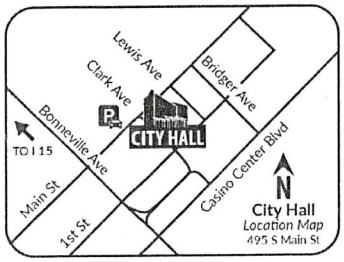

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612033
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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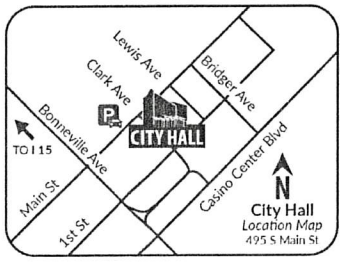

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612037
221 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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PAID
Las Vegas, NV
Permit No. 1630

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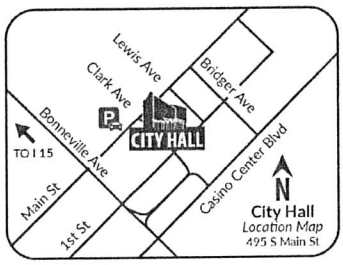

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612031
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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PAID
Las Vegas, NV
Permit No. 1630

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CITY CLERK

2021 MAY -3 P 1:59

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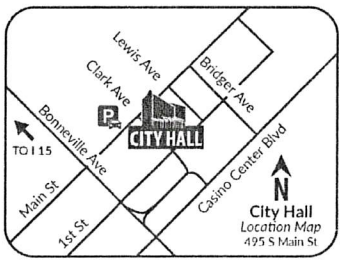

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612029
800 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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PAID
Las Vegas, NV
Permit No. 1630

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CITY CLERK

2021 MAY -3 P 1:59

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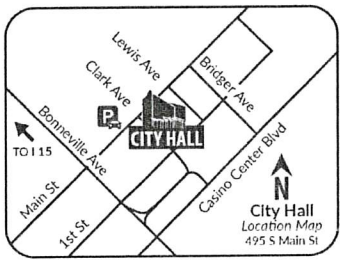

21-0133-EOT1
13934612015
713 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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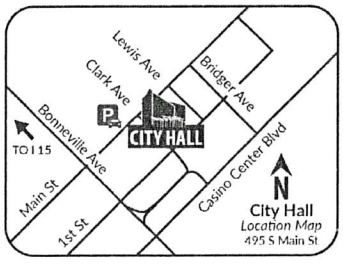

21-0133-EOT1
13934612017
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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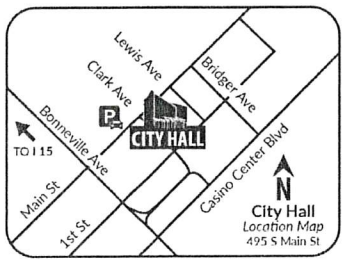

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612011
230 8TH STREET LLC
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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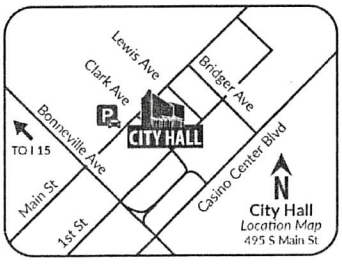

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City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612013
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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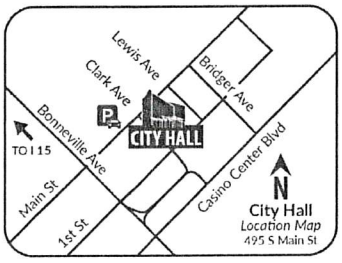

21-0133-EOT1
13934612001
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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21-0133-EOT1
City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

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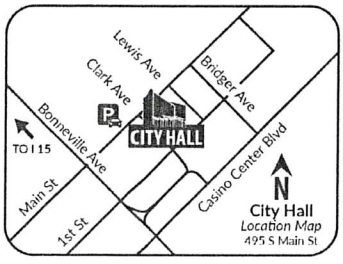

21-0133-EOT1
13934612009
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

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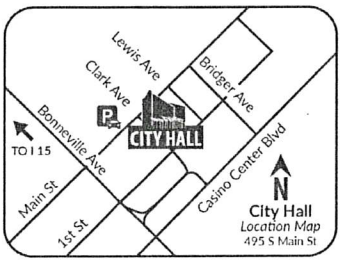

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934611045
218 6TH ST L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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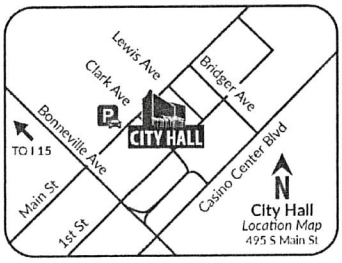

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934611052
120 6TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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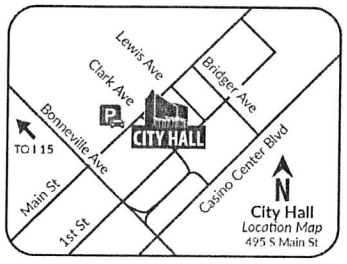

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934601007
707 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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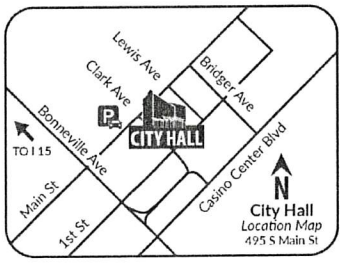

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934611038
200 6TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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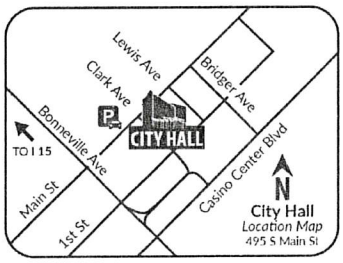

21-0133-EOT1
13934512029
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

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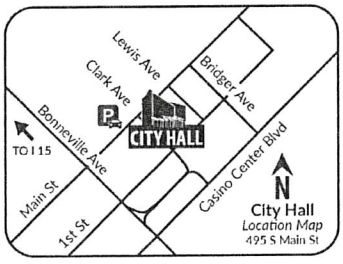

21-0133-EOT1
13934515005
217 L V B L L C
PO BOX 7516
LAS VEGAS NV 89125

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21-0133-EOT1
City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

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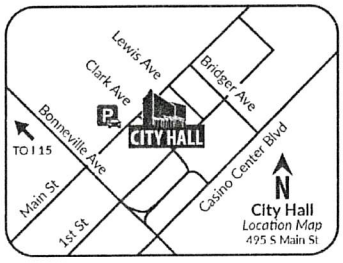

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934501016
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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Las Vegas, Nevada 89101

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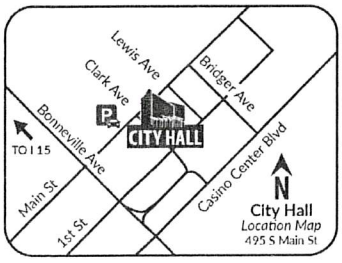

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934512006
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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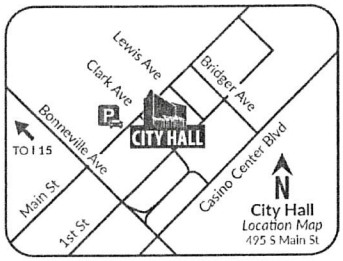

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934710034
330 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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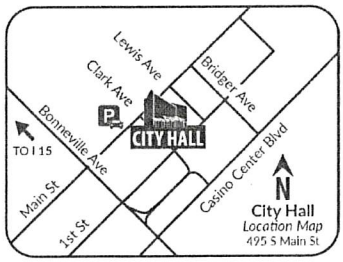

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310025
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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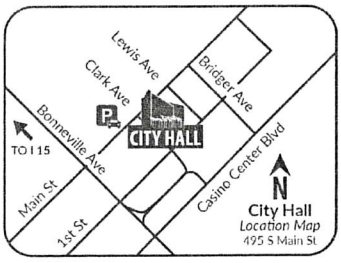

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934701014
116 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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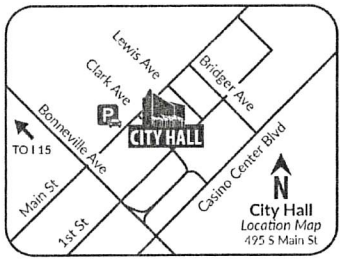

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934710007
401 6TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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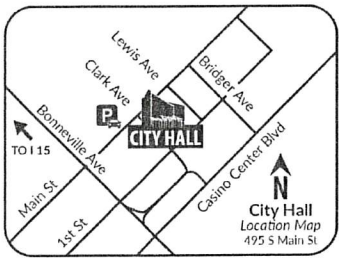

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City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612081
123 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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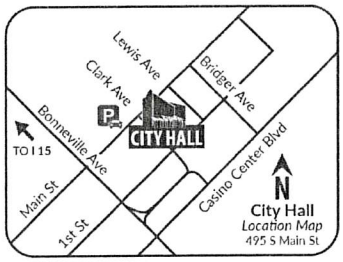

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934701010
310 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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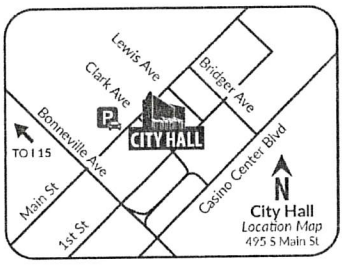

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612052
117 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

39 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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2021 MAY -3 P 1:58

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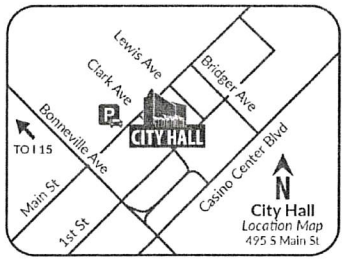

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612054
109 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

39 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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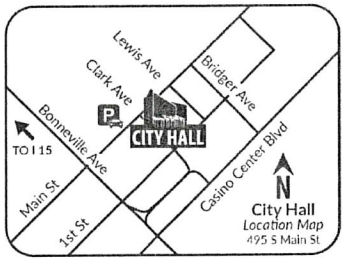

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612034
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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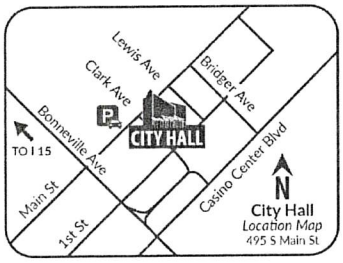

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612036
221 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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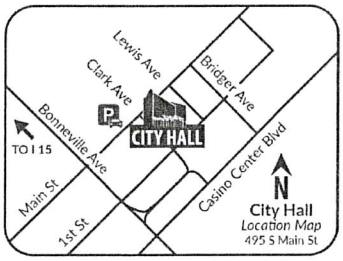

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612030
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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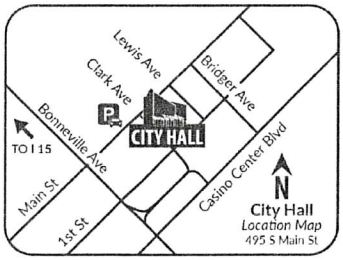

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612032
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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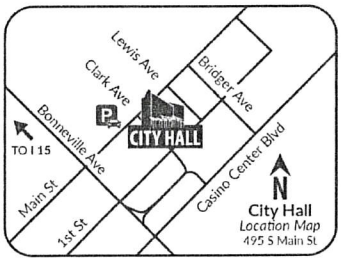

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612016
713 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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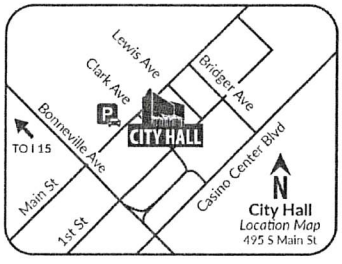

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612018
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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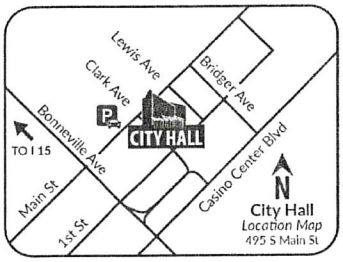

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612012
220 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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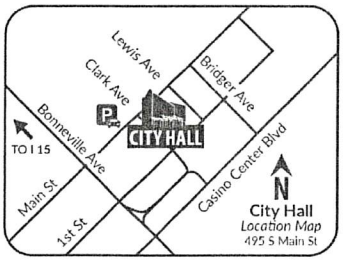

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612014
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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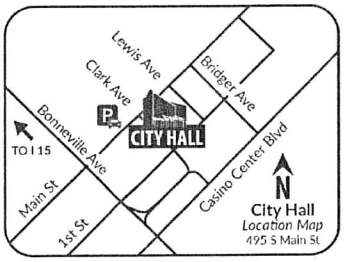

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934611051
DOWNTOWN CARSON L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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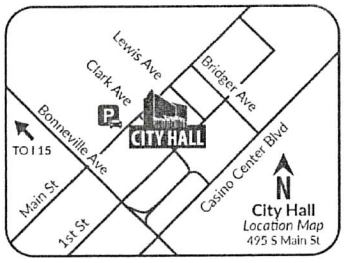

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612002
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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Las Vegas, NV
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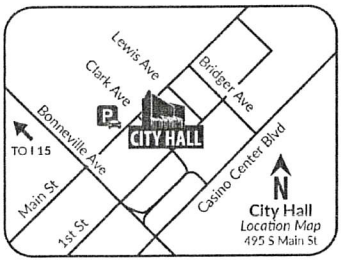

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934611025
210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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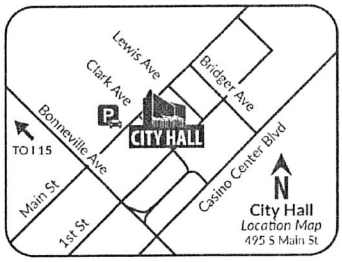

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934611044
218 6TH ST L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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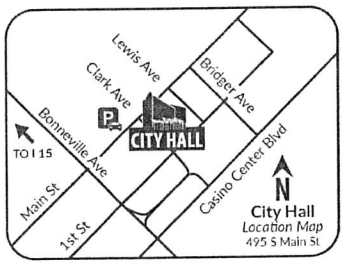

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21-0133-EOT1
13934611021
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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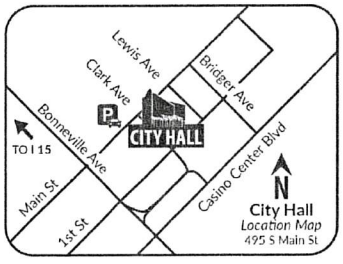

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21-0133-EOT1
13934611023
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0133-EOT1
City Council Meeting of **05/05/2021**

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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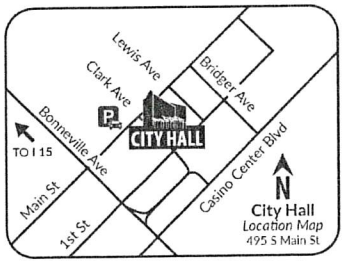

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934601013
100 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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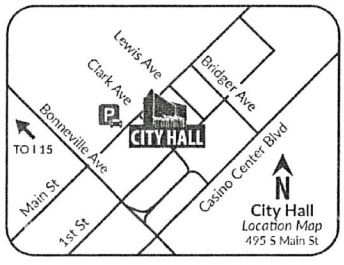

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934601015
FREMONT LV BLVD L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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2021 MAY -3 P 1:57

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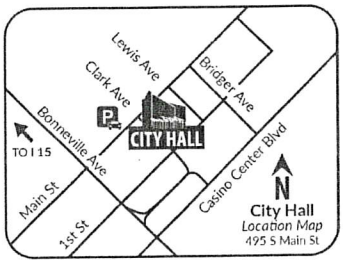

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934515002
217 L V B L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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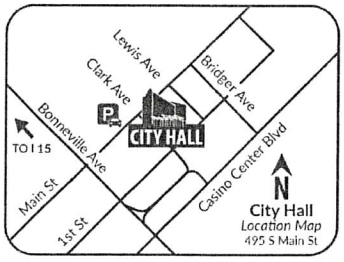

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934601008
900 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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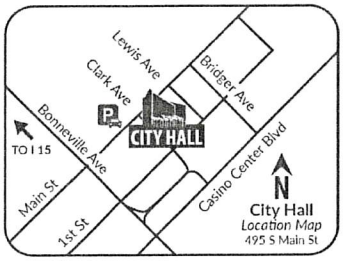

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934511010
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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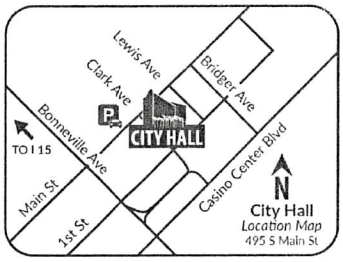

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934512007
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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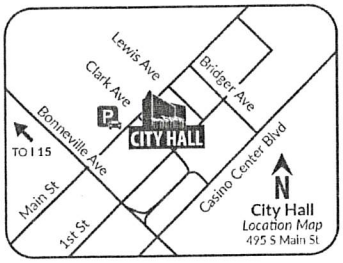

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City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310023
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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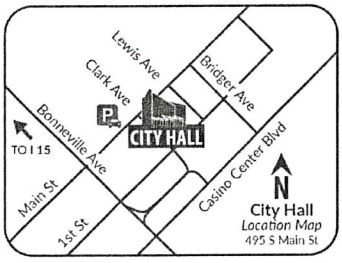

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13934511004
208 LAS VEGAS BLVD L L C
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LAS VEGAS NV 89125

33 BRDFNP1 89125

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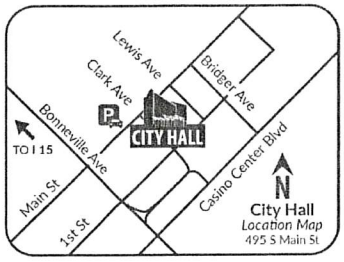

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310010
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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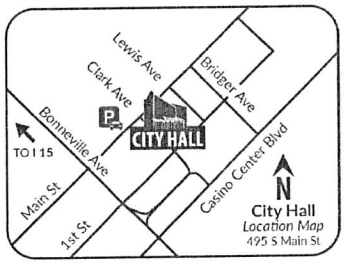

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310021
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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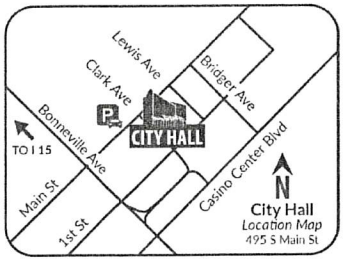

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211081
112 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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Permit No. 1630

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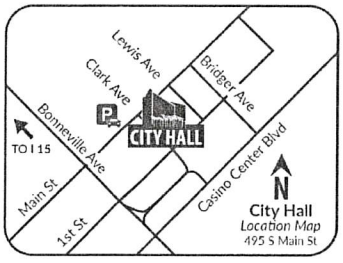

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310008
112 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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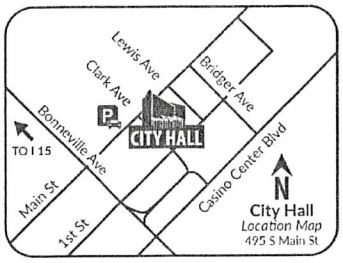

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211058
117 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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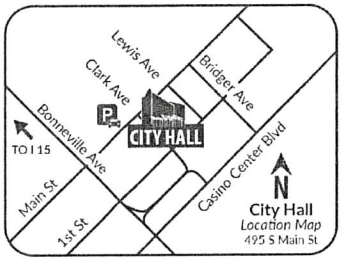

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211060
1121 OGDEN STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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Las Vegas, Nevada 89101

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Las Vegas, NV
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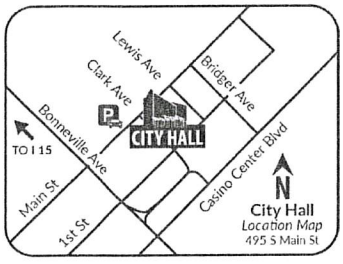

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City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211024
1000 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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Las Vegas, Nevada 89101

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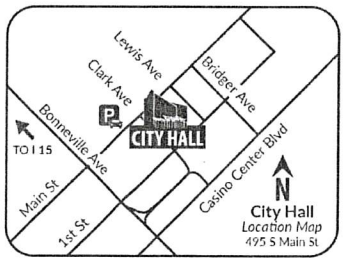

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13935211056
1111 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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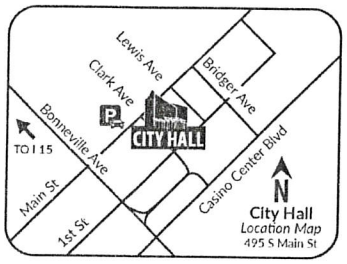

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935310024
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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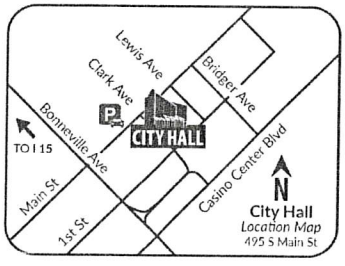

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13935201006
1028 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

City of Las Vegas
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Las Vegas, Nevada 89101

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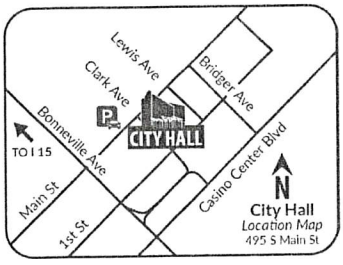

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612028
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1 89125

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Las Vegas, Nevada 89101

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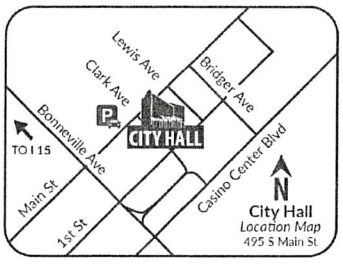

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21-0133-EOT1

City Council Meeting of **05/05/2021**

21-0133-EOT1
13934612026
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDFNP1

City of Las Vegas
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Las Vegas, Nevada 89101

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Permit No. 1630

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2021 MAY -3 P 2:13

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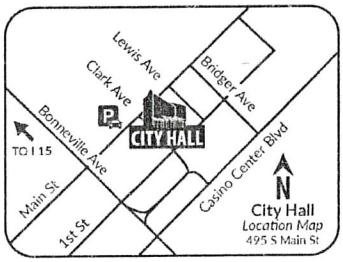

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21-0133-EOT1
City Council Meeting of **05/05/2021**

21-0133-EOT1
13934613059
BERNT JEFFREY A
2660 3RD ST APT 603
SAN FRANCISCO CA 94107

Submitted after final agenda
42

Stacey Campbell

From: Nancy Harper Siemers <smileharper@gmail.com>
Sent: Wednesday, May 5, 2021 9:29 AM
To: Meeting Comments
Subject: City council Public hearing 5/5/2021 item 21-0133-EOTI

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I approve of the extension of time for 899 Fremont Street. I welcome having a casino reestablished at this location.
Nancy Siemers
150 Las Vegas Blvd N, Las Vegas, NV 89101

Submitted at City Council
Date 5/5/21 Item 42
By: E-comment

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
43

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

SUBJECT:
REPORTS AND PRESENTATIONS:

Report from Ed Poleski, Assistant City Attorney, and Sonia Lucero, Victim Witness Advocate, regarding the City's new website for the Criminal Division, which will better assist victims and witnesses with navigating as well as obtaining information and resources regarding the court process - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Presentation of the Criminal Division's new website for victims and witnesses of misdemeanor crimes in the jurisdiction of the City of Las Vegas. This website will help victims and witnesses obtain information regarding the court process, answer frequently asked questions, and provide information on community resources.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
44

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

SUBJECT:
REPORTS AND PRESENTATIONS:

Report from M.J. Maynard, Chief Executive Officer for the Regional Transportation Commission of Southern Nevada (RTC), regarding an overview of proposed transit service changes and stimulus funding update - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The RTC transit system is considering system-wide service changes beginning August 2021. Proposed changes include increased frequency, enhanced routing, and schedule changes. RTC staff will present the proposed transit service changes and stimulus funding update.

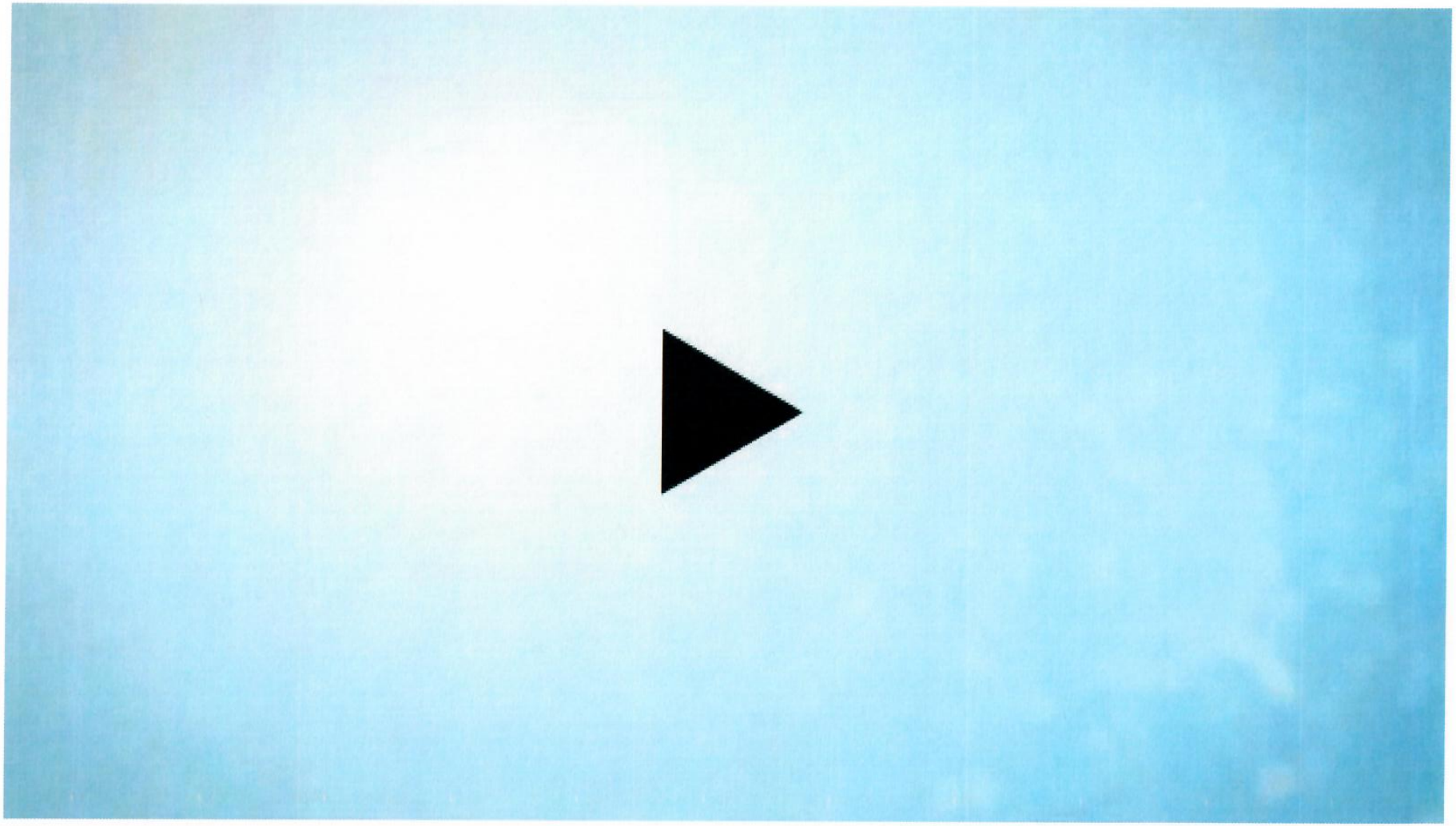
RECOMMENDATION:
Report only; no action required.

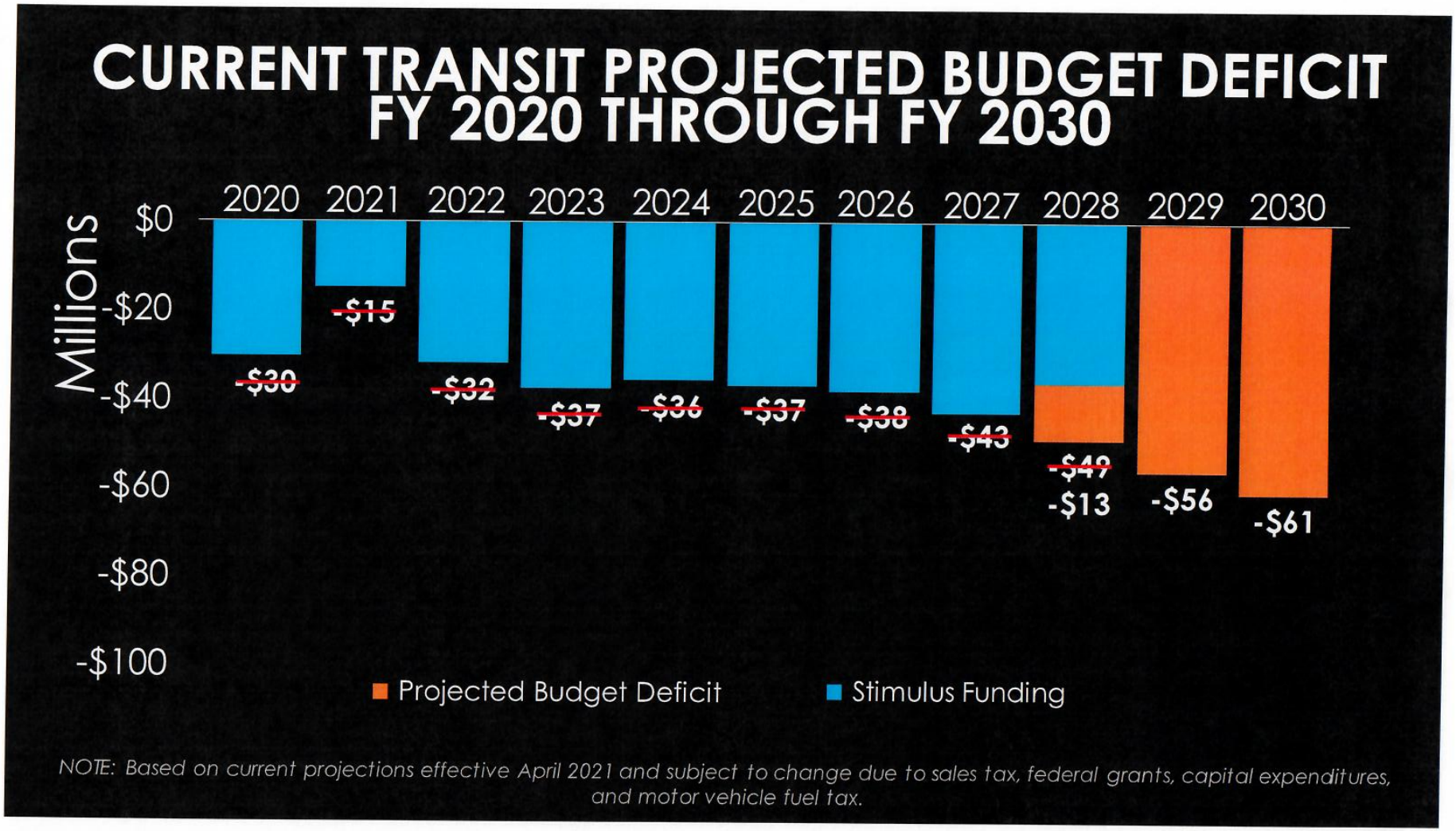
BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation and Poster for Proposed August 2021 Service Changes Submitted by M.J. Maynard

Federal Stimulus Update & Proposed Transit Service Changes

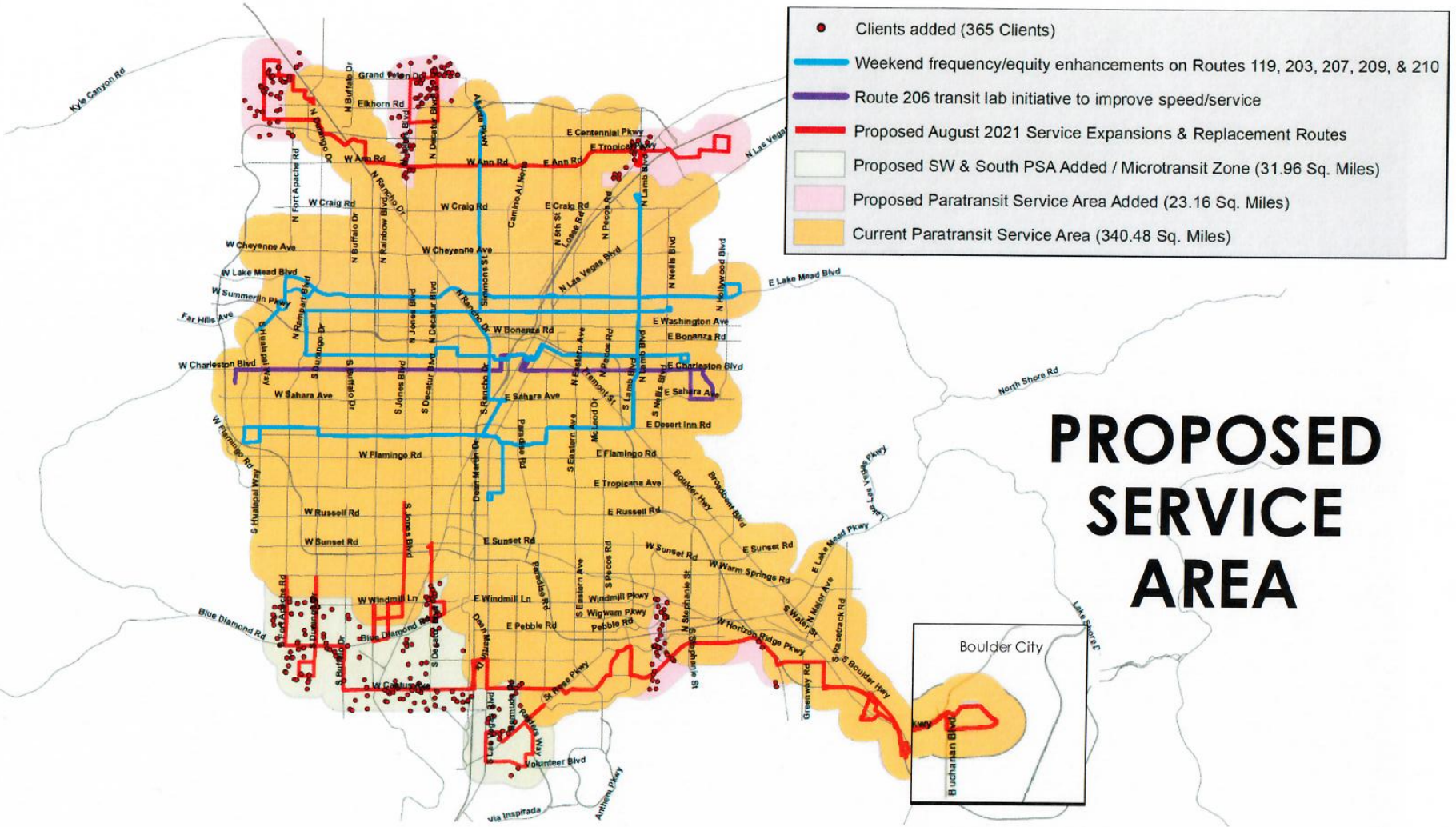


Submitted at Meeting by MJ Maynard
Date: 5/5/2021 Item: 44




CURRENT TRANSIT PROJECTED BUDGET DEFICIT
FY 2020 THROUGH FY 2030
Millions
$0
-$20
-$40
-$60
-$80
-$100
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
-$30
-$15
-$32
-$37
-$36
-$37
-$38
-$43
-$49
-$13
-$56
-$61
Projected Budget Deficit
Stimulus Funding
NOTE: Based on current projections effective April 2021 and subject to change due to sales tax, federal grants, capital expenditures, and motor vehicle fuel tax.


STRATEGY
FEDERAL AID
ON BOARD
CONNECTIVITY
ACCESS
EQUITY
RTC TRANSIT
844
Powered by


Clients added (365 Clients)
Weekend frequency/equity enhancements on Routes 119, 203, 207, 209, & 210
Route 206 transit lab initiative to improve speed/service
Proposed August 2021 Service Expansions & Replacement Routes
Proposed SW & South PSA Added / Microtransit Zone (31.96 Sq. Miles)
Proposed Paratransit Service Area Added (23.16 Sq. Miles)
Current Paratransit Service Area (340.48 Sq. Miles)
PROPOSED SERVICE AREA
Boulder City
Kyle Canyon Rd
Elkhorn Rd
W Ann Rd
E Ann Rd
E Centennial Pkwy
E Tropicana Pkwy
W Craig Rd
E Craig Rd
W Cheyenne Ave
W Lake Mead Blvd
E Lake Mead Blvd
W Summerlin Pkwy
Far Hills Ave
W Bonanza Rd
E Washington Ave
E Bonanza Rd
W Charleston Blvd
E Charleston Blvd
W Sahara Ave
E Sahara Ave
E Desert Inn Rd
North Shore Rd
W Flamingo Rd
E Flamingo Rd
E Tropicana Ave
W Russell Rd
E Russell Rd
W Sunset Rd
E Sunset Rd
W Warm Springs Rd
E Lake Mead Pkwy
W Windmill Ln
E Windmill Ln
Windmill Pkwy
Wigwam Pkwy
Pebble Rd
E Pebble Rd
Blue Diamond Rd
W Horizon Ridge Pkwy
Volunteer Blvd
Via Inspirada
Anthem Pkwy
Buchanan Blvd
Boulder Hwy
Broadbent Blvd
Lake Las Vegas Pkwy
Lake Shore Dr
Greenway Rd
S Racetrack Rd
S Boulder Hwy
S Eastern Ave
S Pecos Rd
S Stephanie St
S Jones Blvd
S Decatur Blvd
S Rancho Dr
S Nellis Blvd
N Las Vegas Blvd
N Lamb Blvd
N Nellis Blvd
N Hollywood Blvd
N Rainbow Blvd
N Buffalo Dr
N Decatur Blvd
N Jones Blvd
N Rancho Dr
N Pecos Rd
N 5th St
Losee Rd
Camino Al Norte
Simmons St
N Fort Apache Rd
S Fort Apache Rd
S Durango Dr
S Buffalo Dr
S Rainbow Blvd
S Hualapai Way
Desert Inn Rd
Flamingo Rd
Tropicana Ave
Sunset Rd
Pebble Rd
Russell Rd
Warm Springs Rd
Horizon Ridge Pkwy
St Rose Pkwy
Lake Mead Blvd
Charleston Blvd
Sahara Ave
Bonanza Rd
Craig Rd
Ann Rd
Cheyenne Ave
Lake Mead Blvd
Summerlin Pkwy
Rainbow Blvd
Decatur Blvd
Jones Blvd
Rancho Dr
Nellis Blvd
Hollywood Blvd
Pecos Rd
Eastern Ave
Stephanie St
Boulder Hwy
Greenway Rd
Racetrack Rd
Buchanan Blvd

DEMOGRAPHICS AND COST

ACCESS & EQUITY

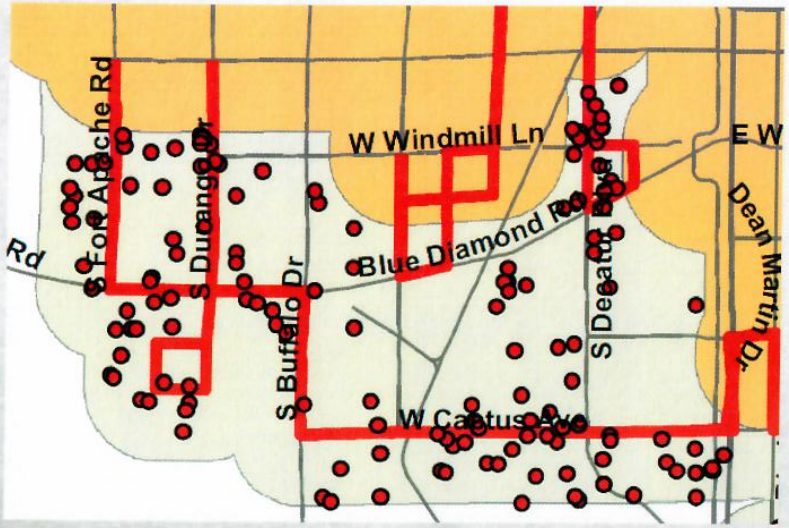
- 185,000 residents who previously did not have transit access, of which
  - 21,000 are currently living at the poverty level
  - 18,000 are senior citizens
  - 13,000 have a disability
  - 79,000 are non-white or Hispanic
- Improve access for 380 eligible paratransit customers

CONNECTIONS

- 23,000 employment opportunities
- 7,000 resort corridor employees who do not have access to transit
- 43 new childcare facilities and schools
- 6 grocery stores

TOTAL COST
$6.9 million

SOUTHWEST



69,000 residents

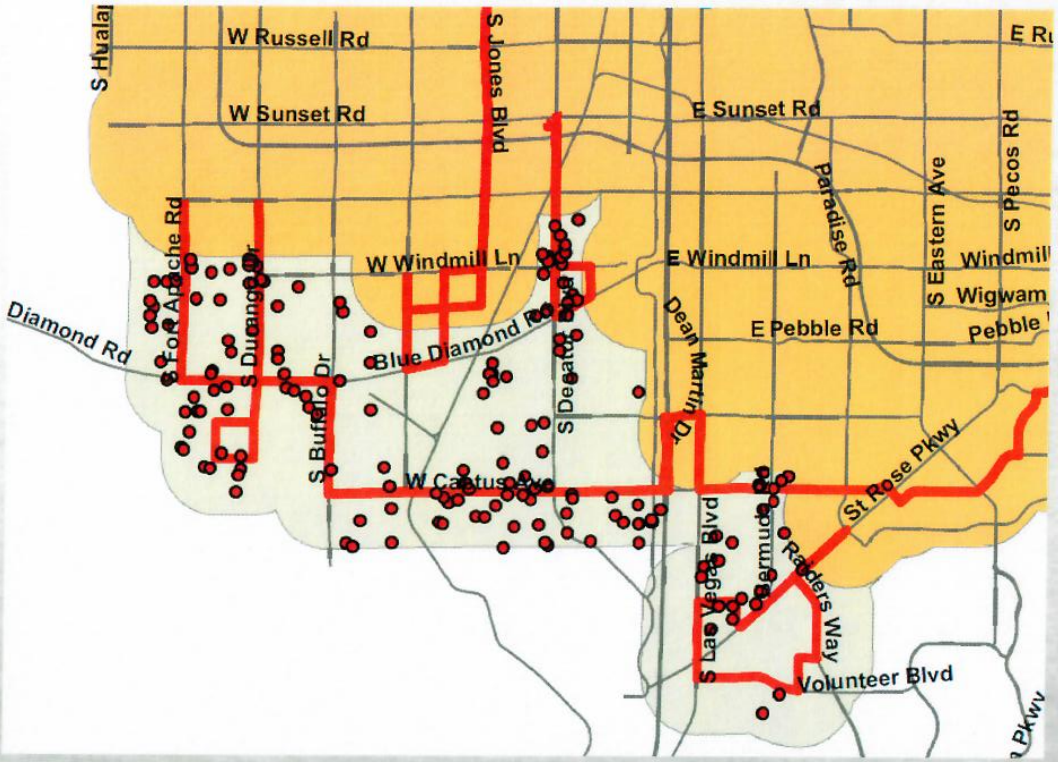
13,800 employment opportunities

4,000 resort corridor employees

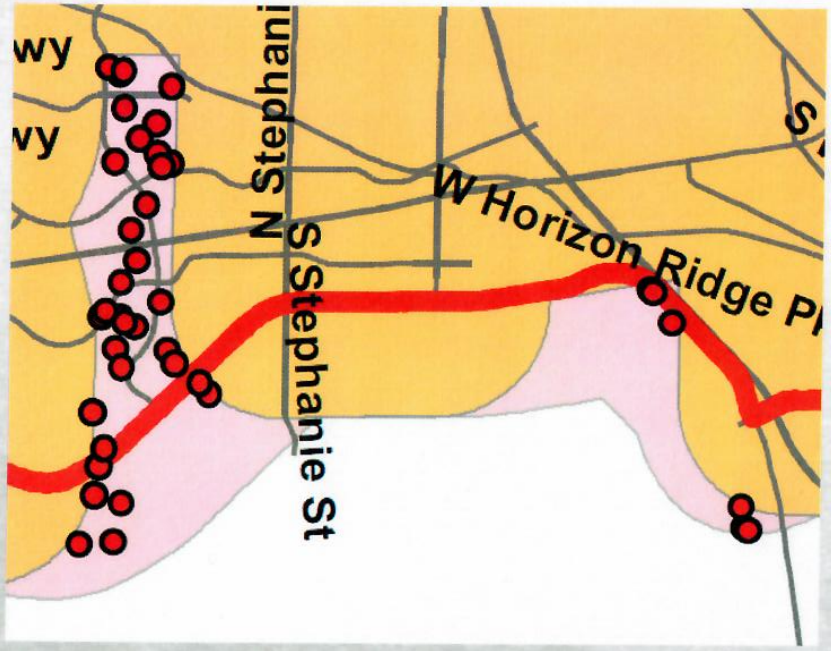
13 new childcare facilities & schools

4 grocery stores

SOUTHWEST/WEST HENDERSON MICROTRANSIT PILOT



HORIZON RIDGE



11,000 residents

1,100 employment opportunities

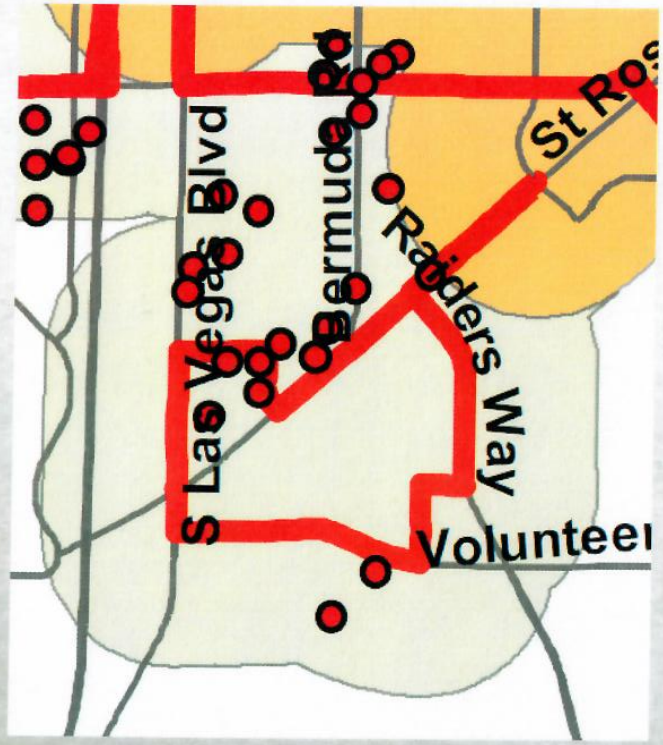
200 resort corridor employees

4 childcare facilities & schools

Clients added

Proposed August 2021 Service Expansions & Replacement Routes

WEST HENDERSON



20,000 residents

2,800 employment opportunities

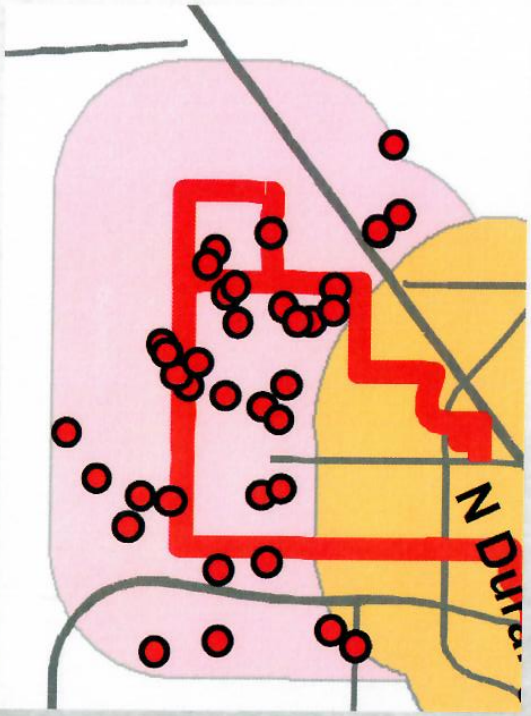
1,100 resort corridor employees

5 new childcare facilities & schools

Clients added

Proposed August 2021 Service Expansions & Replacement Routes

NORTHWEST

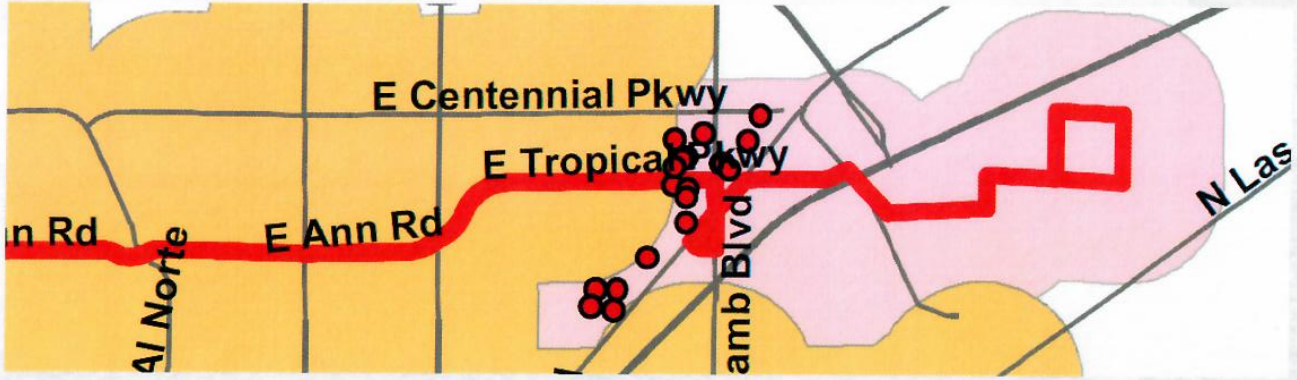


- **30,000** residents
- **800** employment opportunities
- **300** resort corridor employees
- **10** childcare facilities & schools
- **2** grocery stores

Clients added

Proposed August 2021 Service Expansions & Replacement Routes

ANN/TROPICAL



Clients added

Proposed August 2021 Service Expansions & Replacement Routes

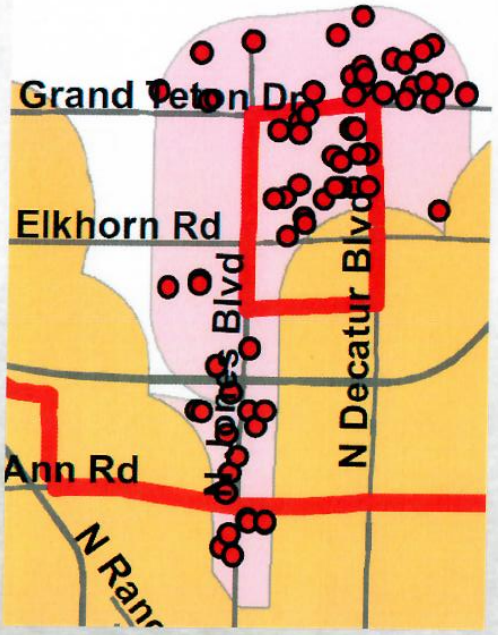
11,000 residents

3,400 employment opportunities

600 resort corridor employees

6 new childcare facilities & schools

NORTH DECATUR



- Clients added
- Proposed August 2021 Service Expansions & Replacement Routes

16,000 residents

800 employment opportunities

200 resort corridor employees

5 new childcare facilities & schools

URBAN CORE – ROUTES 119, 203, 207, 209 & 210



Weekend frequency/equity enhancements on Routes 119, 203, 207, 209, & 210

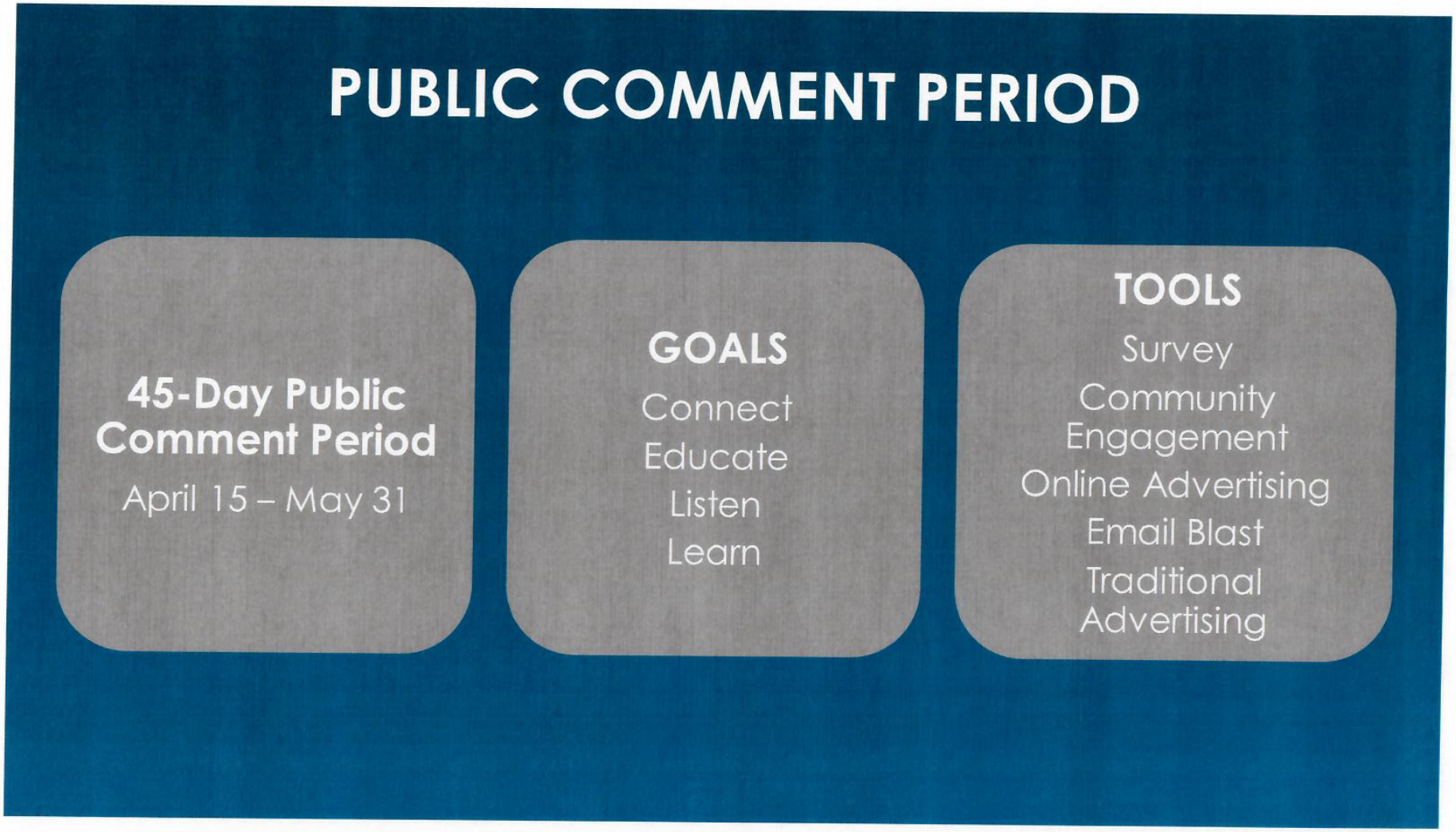
Route 206 transit lab initiative to improve speed/service

295,000 residents

110,000 employment opportunities

9,200 resort corridor employees

30 grocery stores


PUBLIC COMMENT PERIOD
45-Day Public Comment Period
April 15 – May 31
GOALS
Connect
Educate
Listen
Learn
TOOLS
Survey
Community Engagement
Online Advertising
Email Blast
Traditional Advertising


RTC

PROPOSED AUGUST 2021 SERVICE CHANGES

Only routes with routing changes or extensions are shown

AGOSTO 2021 PROPUESTOS CAMBIOS DE SERVICIO

Solo se muestran las rutas con cambios o extensiones



- **Route 101** (Rainbow) Extend south to Blue Diamond Road
- **Route 102** (Jones) Extend south to Wigwam Avenue
- **Route 103** (Decatur) Extend south Blue Diamond Road and extend north to Grand Teton
- **Route 105** (Martin L. King) Modify north end routing
- **Route 119** (Simmons/Koval) Adjustments between Sahara & Spring Mtn
- **Route 120** (Fort Apache) Extend south to Blue Diamond Road
- **Route 121** (Durango) Extend south to Blue Diamond Road
- **Route 122** (S. Maryland Parkway/ West Henderson) Adjusted to serve the West Henderson area
- **Route 207** (Alta/Stewart) Restore weekend service
- **Route 209** (Vegas/Owens) Restore weekend service
- **NEW Route 220** (Ann/Tropical)
- **NEW Route 221** (Cactus/Horizon Ridge/Boulder City)
- **Route 402** North of Horizon being eliminated, other routes remain available.
- **Centennial Express (CX)** Extend northwest to Skye Canyon area
- **Downtown & Veterans Medical Center Express (DVX)** Modify northbound routing
- **Proposed Microtransit Zone** (31.95 Sq. Miles)
- **Proposed Paratransit Service Area** Added (23.14 Sq. Miles)
- **Current Paratransit Service Area** (340.48 Sq. Miles)

Scan for more information
Escanear para obtener más información

RTC

MORE SERVICE MORE ROUTES MORE FREQUENCY

BUT BEFORE WE MAKE ANY CHANGES WE WANT TO HEAR FROM YOU!
Share your feedback at rtcsnv.com through a brief survey by Monday, May 31, for a chance to win a gift card or receive a 24-hour transit pass. New winners will be chosen every week

TRANSIT MAY BE BACK AND BETTER THAN EVER!
As a result of the pandemic, the Regional Transportation Commission of Southern Nevada (RTC) has received federal stimulus funding to restore and enhance essential public transit service, **including reinstating weekday schedules.**

NEW ROUTES & SERVICES

Route 220 (Ann/Tropical)
- Traveling east-west across the northern end of the service area, and terminating in the I-15 North & Speedway industrial/warehousing area

Route 221 (Cactus/Horizon Ridge/Boulder City)
- Serving Cactus & Mountain's Edge area, traveling east-west across the southern end of the service area, and continuing to NV State College & Boulder City (replaces Route 402)

Microtransit Zone (Southwest/West Henderson)
- Implement **new on-demand zone** to serve remaining transit gaps and supplement fixed-route for short trips

ROUTE EXTENSIONS & ADJUSTMENTS

Route 101 (Rainbow)
- Extend south to Blue Diamond Road

Route 102 (Jones)
- Extend south to Wigwam Avenue

Route 103 (Decatur)
- Extend south to Blue Diamond Road
- Extend north to Grand Teton, with a loop to Jones Boulevard, serving the Department of Motor Vehicles

Routes 105 (Martin L. King)
- Modify NB routing to use Tropical Pkwy. instead of Ann Road, in combination with launch of new Route 220, to maximize two-way service.

Route 119 (Simmons / Koval)
- Modify route between Sahara & Spring Mtn. to use Sammy Davis Jr. instead of I-15, providing access to Resorts World, Circus Circus, & other destinations.

Route 120 (Fort Apache)
- Extend south to Blue Diamond Road

Route 121 (Durango)
- Extend south to Blue Diamond Road

Route 122 (S. Maryland Parkway/West Henderson)
- With the addition of new Route 221 (Cactus/Horizon Ridge/Boulder City), Route 122 will be adjusted to serve the West Henderson area (St. Rose Pkwy., M Resort area, Raiders Way, etc.)

Centennial Express (CX)
- Extend northwest to Skye Canyon area after serving Centennial Hills Transit Center (CHTC), in combination with new Route 220

Downtown & Veterans Medical Center Express (DVX)
- Modify northbound routing in combination with launch of new Route 220, to maximize more convenient two-way service

FREQUENCY & SERVICE INCREASES

Route 119 (Simmons/Koval)
- Increase Saturday afternoon and late morning frequency to every 30 minutes (currently once an hour on weekends)

Route 203 (Spring Mountain/Desert Inn/Lamb)
- Increase Saturday morning frequency to every 20 minutes (currently every 30 minutes)
- Increase Sunday afternoon frequency to every 20 minutes (currently every 30 minutes)
- Start every 20 minute weekday frequency earlier in the morning by adding one additional trip in each direction

Route 207 (Alta/Stewart)
- Restore weekend service

Route 209 (Vegas/Owens)
- Restore weekend service

Route 210 (Lake Mead)
- Increase Saturday daytime frequency to every 20 minutes (currently every 30 minutes during morning hours & every 25 minutes during afternoon hours)

ADDITIONAL CHANGES

Route 206 (Charleston)
- As part of RTC's effort to improve speed of service through innovation, this route will be redesigned to offer trips that make fewer stops during weekday hours from approx. 6 a.m. to 6 p.m., reducing travel times by up to 25%. These added trips will operate every 20 minutes, while trips making all stops will also operate every 20 minutes, providing up to every 10 minute service (a 50% increase in frequency) at stops served by all trips.
- Bus stops west of Rainbow & east of Nellis will be reduced to every 20 minute frequency. Trips serving these areas will serve major stops only in between Rainbow & Nellis to make trips faster.
- Some bus stops that are near other stops or are very low ridership will be eliminated or relocated, to help improve speed of service for all customers. This will affect less than 5% of customers along the route.

Route 402 (Henderson / Boulder City)
- To provide more direct connections to Boulder City & CSN Henderson from a larger portion of the Valley, Route 402 will be partially replaced by new Route 221 to Railroad Pass, Boulder City, CSN Henderson, and along Horizon Drive. Other portions of the current Route 402, north of Horizon Drive, will not be replaced. But, service will remain available via other routes at or near all stops along the current Route 402.

Scan for more information

MÁS SERVICIO MÁS RUTAS MÁS FRECUENCIA

PERO ANTES DE REALIZAR CUALQUIER CAMBIO, ¡QUEREMOS SU OPINIÓN!
a través de una breve encuesta en rtcsnv.com antes del lunes 31 de mayo, tendrá la oportunidad de ganar una tarjeta de regalo o recibir un pase de transporte público de 24 horas. Nuevos ganadores serán elegidos cada semana.

¡NUESTRO TRANSPORTE PÚBLICO PUEDE ESTAR DE REGRESO Y MEJOR QUE NUNCA!
Como resultado de la pandemia, la Comisión Regional de Transporte del Sur de Nevada (RTC) ha recibido fondos de estímulo federal para restaurar y mejorar el servicio de transporte público esencial, incluido el restablecimiento de los horarios de los días laborables.

NUEVAS RUTAS Y SERVICIOS

Ruta 220 (Ann/Tropical)
- Viajando de este a oeste a través del extremo norte del área de servicio y terminando en el área industrial / de almacenamiento I-15 North & Speedway

Ruta 221 (Cactus/Horizon Ridge)
- Sirviendo el área de Cactus y Mountain's Edge, viajando de este a oeste a través del extremo sur del área de servicio y continuando hasta NV State College y Boulder City (reemplaza la Ruta 402)

Zona de Microtransporte (Southwest/West Henderson)
- Se implementará una **nueva zona bajo demanda** para atender las brechas de transporte restantes y complementar la ruta fija para viajes cortos

AJUSTES DE RUTAS

Ruta 101 (Rainbow)
- Se extenderá hacia el sur hasta Blue Diamond Road

Ruta 102 (Jones)
- Se extenderá hacia el sur hasta Wigwam Avenue

Ruta 103 (Decatur)
- Se extenderá hacia el sur hasta Blue Diamond Road
- Se extenderá hacia el norte hasta Grand Teton, con un bucle hacia Jones Boulevard, al servicio del Departamento de Vehículos Motorizados

Ruta 105 (Martin L. King)
- Se modificará el enrutamiento hacia el norte para usar Tropical Pkwy. en lugar de Ann Road, en combinación con el lanzamiento de la nueva Ruta 220, para maximizar el servicio de ida y vuelta.

Ruta 119 (Simmons / Koval)
- Se modificará el enrutamiento entre Sahara y Spring Mtn. para utilizar Sammy Davis Jr. en dé vez de I-15, proporcionando acceso a Resorts World, Circus Circus, y otras paradas.

Ruta 120 (Fort Apache)
- Se extenderá hacia el sur hasta Blue Diamond Road

Ruta 121 (Durango)
- Se extenderá hacia el sur hasta Blue Diamond Road

Ruta 122 (S. Maryland Parkway/West Henderson)
- Con la adición de la nueva Ruta 221 (Cactus / Horizon Ridge), la Ruta 122 se ajustará para continuar sirviendo al área de West Henderson (St. Rose Pkwy., área de M Resort, Raiders Way, etc.)

Centennial Express (CX)
- Se extenderá hacia el noroeste hasta el área de Skye Canyon después de servir a Centennial Hills Transit Center (CHTC), en combinación con la nueva Ruta 220

Downtown & Veterans Medical Center Express (DVX)
- Se modificará la ruta hacia el norte en combinación con el lanzamiento de la nueva Ruta 220, para maximizar un servicio bidireccional más conveniente

AUMENTOS DE FRECUENCIA Y SERVICIO

Ruta 119 (Simmons/Koval)
- Se aumentará la frecuencia en sábados por la tarde y al final de la mañana a cada 30 minutos (actualmente una vez por hora los fines de semana)

Ruta 203 (Spring Mountain/Desert Inn/Lamb)
- Se aumentará la frecuencia en sábados por la mañana a cada 20 minutos (actualmente, cada 30 minutos).
- Se aumentará la frecuencia en domingos por la tarde a cada 20 minutos (actualmente, cada 30 minutos).
- Se comenzará con una frecuencia de 20 minutos entre semana más temprano en la mañana agregando un viaje adicional en cada dirección.

Ruta 207 (Alta/Stewart)
- Se restaurará el servicio de fin de semana

Ruta 209 (Vegas/Owens)
- Se restaurará el servicio de fin de semana

Ruta 210 (Lake Mead)
- Se aumentará la frecuencia diurna de los sábados a cada 20 minutos (actualmente cada 30 minutos durante las horas de la mañana y cada 25 minutos durante las horas de la tarde)

CAMBIOS ADICIONALES

Ruta 206 (Charleston)
- Como parte del esfuerzo de RTC para mejorar la velocidad del servicio a través de la innovación, esta ruta sera rediseñada para ofrecer viajes que hacen menos paradas durante la semana desde las 6 a.m. a las 6 p.m. aproximadamente, reduciendo los tiempos de viaje hasta en un 25%. Estos viajes adicionales operarán cada 20 minutos, mientras que los viajes que hacen todas las paradas también operarán cada 20 minutos, proporcionando un servicio cada 10 minutos (un aumento del 50% en la frecuencia) en las paradas atendidas por todos los viajes.
- Las paradas de autobús al oeste de Rainbow y al este de Nellis se reducirán a una frecuencia de 20 minutos. Los viajes que prestan servicios en estas áreas servirán paradas especificas entre Rainbow y Nellis para hacer los viajes más rápidos.
- Algunas paradas de autobús que están cerca de otras paradas o tienen muy poca cantidad de pasajeros serán eliminadas o reubicadas, para ayudar a mejorar la velocidad del servicio para todos los clientes. Esto afectará a menos del 5% de los clientes a lo largo de la ruta.

Ruta 402 (Henderson / Boulder City)
- Para proporcionar conexiones más directas a Boulder City y CSN Henderson hacia la porción más grande del Valle, la Ruta 402 será parcialmente reemplazada por la nueva Ruta 221 hacia Railroad Pass, Boulder City, CSN Henderson y a lo largo de Horizon Drive. Otras porciones de la Ruta 402 actual, hacia al norte de Horizon Drive, no será reemplazada. Pero, el servicio seguirá estando disponible a través de otras rutas en o cerca de todas las paradas a lo largo de la Ruta 402 actual.

RTC

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
45

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 5, 2021

Agenda Item No.:
46

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of E-mails Sent to Mayor Goodman and Photos Submitted by Daniel Braisted and E-comments

From: danielb702@aol.com,

To: officeofthemayor@lasvegasnevada.gov, ccrear@lasvegasnevada.gov, ward3@lasvegasnevada.gov, jpaskey@LasVegasNevada.GOV,

Cc: cgoodman@lasvegasnevada.gov, ward1@lasvegasnevada.gov, ward2@lasvegasnevada.gov, ward4newsletter@lasvegasnevada.gov, mfiore@lasvegasnevada.gov,

Subject: DB Reference Fremont Street Crosswalks

Date: Wed, May 5, 2021 7:45 am

Mayor Goodman:
cc: Mr Paskey, P.E.

Thank you for the quick response to my email Madam Mayor and Mr. Paskey. I have a sense how busy everyone is.

Apologize for my delay in responding. Wasn't sure how to respond, until I saw P.E. (I respect that achievement as fellow Engineer) after Mr. Paskey's name on his email. He said the crosswalk would be finished in the Fall. Internet says 17 million people visit the Freemont Street Experience every year. I have been mentioning these ugly crosswalks for over two years, add 6 months till fall, subtract due to Pandemic, pick a number, 25 million, would have seen the ugly crosswalks?

25 million is not acceptable to marketing people, who are focusing on branding. Sometimes doing things the right way needs to be moved to the backseat, for the bigger picture, REVENUE.

I ask, how many addressees have walked the crosswalks at 3rd and 4th Street in last 6 months? Its a perfect Catch 22. You are dammed if you say you haven't, and you are dammed for not being disgusted about the condition of the crosswalks and bordering areas. At one crosswalk, there a black pieces of metal painted white, yet 40% of the black metal is exposed. A gallon of white paint would help that spot.

To Mayor's question, how do pay for it:

1) Tell Fremont Street Experience, City of Las Vegas, expects them to maintain these crosswalks and surrounding areas, the best they can, during the needed construction.

2) Take $20,000 back of the $50,000, The City pays annually to the Downtown Vegas Alliance. I don't know what they do, that is more important than a clean downtown. They and 2 city councilman/councilwoman should be writing this email ... not that Damn Resident, who was accused of hating the City of Las Vegas.

3) Ask for contributions from distinguished members of Downtown Vegas Alliance

4) There are about 30 new trash cans under the canopy. All lack advertising. Resorts, not under the canopy and Resorts on the South End of the Strip? Airlines, Grand Canyon, Mesquite, etc. might advertise? (2-3 posters per trash bin at a dollar a day) per trash bin?

5) Hold a poker, keno, or bingo tournament

6) Offer a spot on the 6pm and 10pm news with the Mayor, thanking that restaurant/business for their donation

7) About 2 years ago I mentioned at three different government meetings, that the Kardashian's made 200 million dollars in a weekend... Not one C level manager or elected official, asked an intern, to call me and find out how the Kardashian's did it. What if the City of Las Vegas did the same and only made say $20,000, in a weekend? Buys a lot of paint.

8) What if the City of Las Vegas contracted with an event planner to arrange to have Tom Brady, on health, and Steve Wynn, on success, to give talks, at the IDLE, paid for Cashman Baseball Field. Then continue with the other Las Vegas billionaires, before they all die (then to the multi-millionaires). Let the homeless attend for free, promise to feed them after. The talks could be live streamed and the recordings could be sold and rebroadcast. I figure that the resorts would put word of the talks out to their players clubs members. The network marketing companies in the county would publicize the event.

Need more?

Thank You,

Daniel Braisted
Resident
702-365-1833

Submitted at City Council
Date 5/5/21 Item 46.
By: DANIEL BRAISTED

From: danielb702@aol.com,

To: officeofthemayor@lasvegasnevada.gov, ccrear@lasvegasnevada.gov, ward3@lasvegasnevada.gov,

Cc: cgoodman@lasvegasnevada.gov, mfiore@lasvegasnevada.gov, ward1@lasvegasnevada.gov, ward2@lasvegasnevada.gov, ward4newsletter@lasvegasnevada.gov,

Subject: DB Possible Letter to be sent out by Major Carolyn Goodman to property investors downtown

Date: Wed, May 5, 2021 7:48 am

<Possible Working Draft>

May 4, 2021

From the Office of The Mayor of Las Vegas
Mayor Carolyn Goodman

Ref: We Welcome Your Investment in Downtown Las Vegas Area, with a caveat.

My husband and I moved to Las Vegas in 19??
We love Las Vegas, especially the downtown area. A primary goal of ours, is to do all we can, to increase the value of your Las Vegas investment to your investors.

In keeping with that goal, we take issue to those, who invest in the downtown area of Las Vegas, yet don't maintain the exterior of their property: Starting with graffiti on buildings and signs; Tiles falling off the outside of their building; Damaged signs, banners, fencing, dumpsters, and more; Burnt outdoor bulbs in/on electric signs; Trash and tumbleweeds collected in chain link fences; Fenced in lots becoming trash dumps: Dirty perimeters of their buildings: etc.

We are working on a fines structure, for the above. The fines will be quick, accumulate daily, and increase quickly, overtime. Note the downtown Las Vegas area is seen by millions a year, for 8 to10 hours, then back on the bus and they never see the downtown area, again, yet possibly, bring up, "how dirty and rundown it was", forever.

Suggest you work out a ways someone sees your signs or property, via daily visits or live solar powered video on a building across the street. We hope you use both... We want to catch these vandals, and have them pay for your solar powered video cameras, of what you pay the walker or a church to walk or drive-bye, your property daily, if you can't.

Of course if you or your spotters see City property in disrepair, be they city signs, trash bins, burnt out lights, graffiti, dirty sidewalk gutters, etc. Report it. "See It Report It"

<Working Draft>

A recommendation

Daniel Braisted
Resident


RTC
Share
7th & Carson
Bluetooth module in use. Prototype - Not for Sale.
RTC
Share
CELEBRATES 3YEARS
October 1, 2016 - October 1, 2019
192,544 MILES TRAVELED
7.7X AROUND THE PLANET
7,664,639 CALORIES BURNED
POUNDS OF SPRINKLED DONUTS
FUN FACT: There are 21 stations and 200 bikes in the RTC Bike Share System!
RTC E-BIKES LAUNCHED IN AUG 2019!
RTC






Check all signs for
PARKEON
PAY-BY-SPACE PARKING
Press Any Key to Start
Follow Instructions On Screen
Enter Space Number
Insert Card
Add Time
Or
Insert Coin
Print Receipt
PARKING RATES
$3.00 PER HOUR
4 HOUR MAX
7 Days a Week 8am - 10 pm
Holidays Exempt
VISA
No Payment Required after 10PM
Start
2 3
4 5 6
7 8 9
0
Card Payment Keys
MAX
0-9
Print Receipt
PAY WITH
OR
PAY BY PHONE
SpotAngels
Find Parking. Fast


7TH ST.
TDPZ


RESERVED
PARKING


309
HOROR
20
OLLIE




Bank of America
the
LAS VEGAS


LEFT LANE
CLOSED
AHEAD
RIGHT LANE
CLOSED
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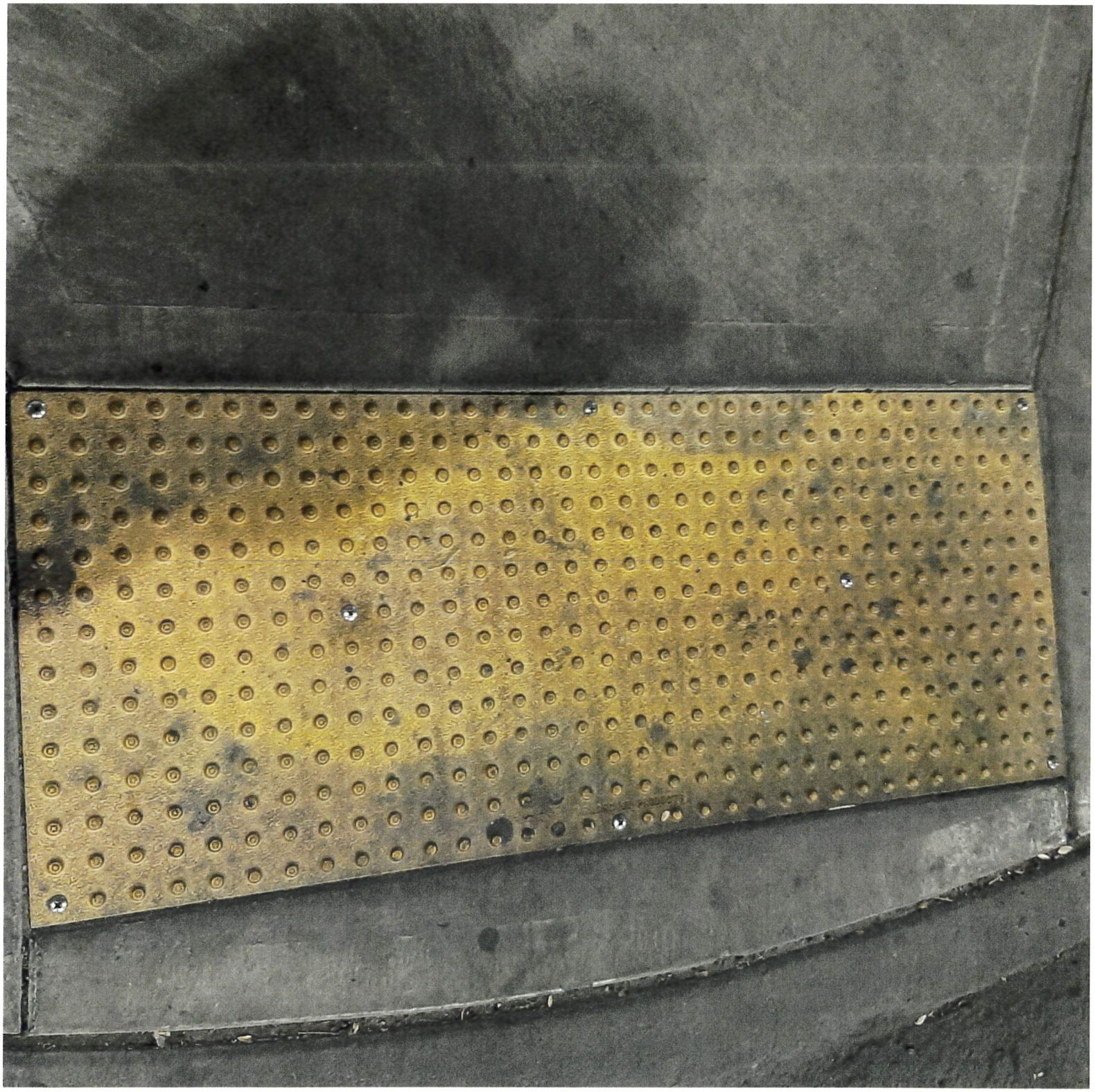
ROAD
WORK
AHEAD






"PROTECTING THE AIR WE SHARE"
NO RACISM
NO RACISM

NO DUMPING
PROHIBIDO EL PASO; PROHIBIDO TIRAR BASURA
VIOLADORES SERAN PROCESADOS


RICAN
933-6336
NFENCE.COM
"PROTECTING THE AIR WE SHARE"
POTENTIAL HEALTH RISK DUE TO DUST
NO TRESPASSING
NO DUMPING
VIOLATORS WILL BE PROSECUTED
PROHIBIDO EL PASO; PROHIBIDO TIRAR
VIOLADORES SERAN PROCESADOS

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TAOK
LESAY


DETOUR











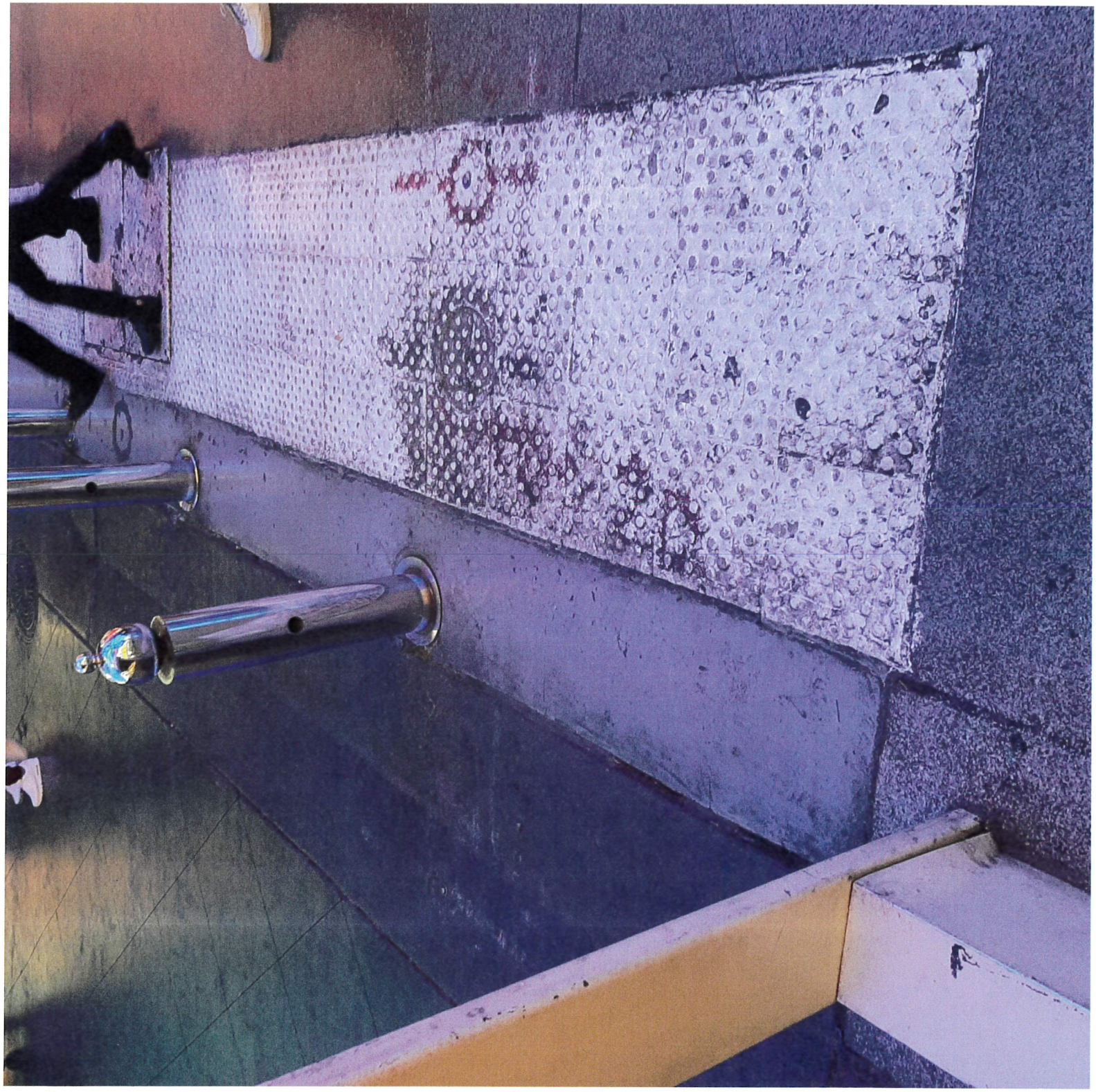





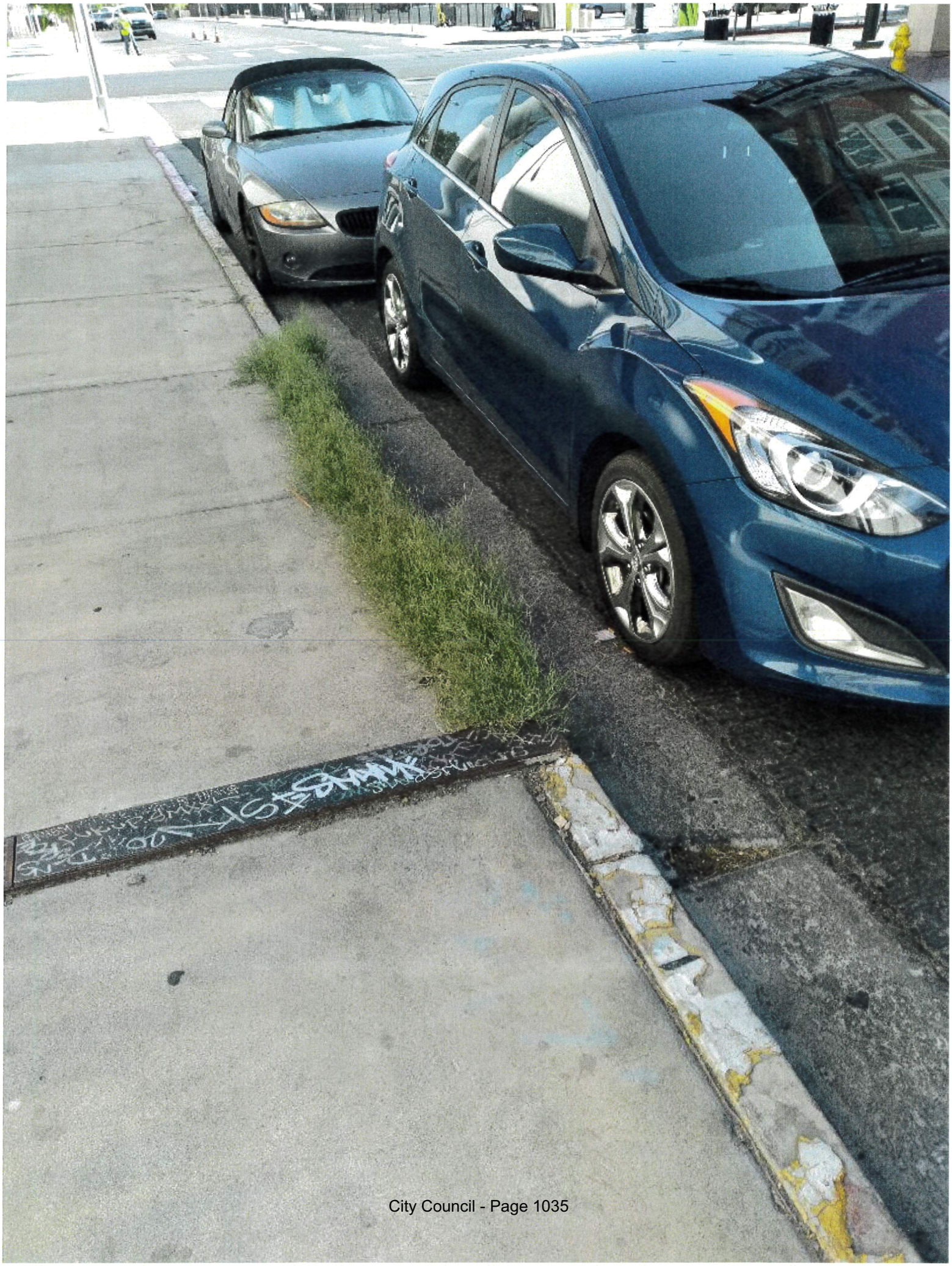






MPK 702-430-3330


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BRAUNWORLDBID.COM
by BRAUN


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Design/Build &
Project Management
for:
Restaurants
Bars
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Professional
Hospitality
Gaming
Convenience Stores
Tenant Improvements


NO TRESPASSING
OR LOITERING
ON THIS
PROPERTY
VIOLATORS WILL BE PROSECUTED
NRS 207.200


NO TRESPASSING
OR LOITERING
ON THIS
PROPERTY
VIOLATORS WILL BE PROSECUTED
NRS 207.200

Form Name:	City Council Live
Submission Time:	May 5, 2021 9:51 am
Browser:	Chrome Mobile 87.0.4280.163 / iOS
IP Address:	68.104.69.155
Unique ID:	804375199
Location:	36.178798675537, -115.04959869385

44

First Name	Kenny
Last Name	Fawkes
City Resident	Yes
Zip Code	89128
Agenda Item Number	47
Choose One	Concerned
Council Comment	I would like space on the next meeting agenda with which to discuss the unconstitutional and inhumane camping ban used to wage a war on the unhoused of the valley. The Supreme Court ruled your ban as cruel and unusual punishment. You are all criminals

Submitted at City Council
Date 5/5/21 Item 46
By: E-comments

Form Name:	City Council Live
Submission Time:	May 5, 2021 11:33 am
Browser:	Chrome 90.0.4430.93 / Windows
IP Address:	68.104.69.155
Unique ID:	804437254
Location:	36.178798675537, -115.04959869385

First Name	Kenny
Last Name	Fawkes
City Resident	Yes
Zip Code	89128
Agenda Item Number	46
Choose One	Protest
Council Comment	I would like to remind the council that public comment is not limited to praise. Your war on the poor is an egregious, embarrassing, and unconstitutional misuse of funds. You lick the boots of killer cops and cover up their murders. Justice for Jorge

AGENDA SUMMARY PAGE

City Council
Meeting of: May 5, 2021

Agenda Item No.:
47

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 5, 2021

Agenda Item No.:
48

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

BACKUP DOCUMENTATION:
1. Submitted at Meeting – Flyers for Ward 3 Announcements, Happy Asian American and Pacific Islander Heritage Month, International Firefighters Day, Happy 5 de Mayo, Earth Day at Douglas A. Selby Park and Trailhead Clean-up and Tree Planting, Food Pop-up CCSD School Enrollment, and Covid Testing, Children's Day Movie Night at Stewart Place Park, 5 de Mayo Fiesta and Resource Fair and Ward 3 Food Pop-ups, FY2021-2022 Neighborhood Partners Fund Program Grant Deadline, and Social Media Accounts Submitted by Councilwoman Diaz; Flyers for Ward 2 Announcements, Small Business Saturdays, Breakfast Buzz and Ward 2 Biz, Veterans Memorial Center Reopening, Document Shredding Event, Animal Foundation Pet Adoptions, Office Contact Information, and Social Media Accounts Submitted by Councilwoman Diaz; Flyers for Keeping Ward 1 Clean, More Pop-up Vaccines for Ward 1 Residents, and Office Contact Information Submitted by Councilman Knudsen; Flyers for Ward 5 Announcements, Dirt Dog, Parquee Sign Historic Westside School, Nevada State College – Summer Bridge Program, Tennis and Fun, Congratulations to Donta' Williams, Congratulations to Hagan Crear, Ward 5 Newsletter, and Stay Connected Submitted by Councilman Crear; Flyers for Cinco de Mayo, Asian American and Pacific Islander Heritage Month, Happy Mother's Day, Movie in the Park – Wonder Woman 1984, Missing Juvenile Bulletins, Corridor of Hope – Homeless Success Stories, and Office Contact Information Submitted by Councilwoman Fiore; Flyers for NYPD Las Vegas Ten-13 Club Gathering, Movie in the Park – Zootopia, and Southern Nevada Law Enforcement Memorial Submitted by Councilman Anthony

WARD 3



Councilwoman Olivia Díaz

City Council
May 5, 2021

Submitted at Meeting
Date: 5/5/2021 Item: 48


HAPPY
ASIAN AMERICAN
& PACIFIC ISLANDER
HERITAGE MONTH
"To know a people,
know their stories."
– Anonymous

WARD 3

Yesterday we celebrated #FirefightersDay! Thank you to all the brave firefighters that keep us safe everyday. I am especially proud of our Class One Las Vegas Fire & Rescue.





City Council
May 5, 2021

Happy 5 de Mayo!

How It Started



5 de Mayo 1862, Battle of Puebla

How It's Going





WARD 3

Past Events

April 23rd

EARTH DAY
DOUGLAS A. SELBY PARK & TRAILHEAD
CLEAN-UP, AND TREE PLANTING





City Council
May 5, 2021

Thank you Get Outdoors Nevada, Nevada Beverage Company, and our Parks and Recreation team!

WARD 3

Past Events

April 27th

FOOD POPUP, CCSD SCHOOL ENROLLMENT, AND COVID TESTING







Thank you Culinary Academy of Las Vegas, Latino Network, CCSD Faces, and SNHD!

City Council
May 5, 2021

WARD 3

Past Events

April 30th

CHILDREN'S DAY MOVIE NIGHT AT STEWART PLACE PARK







Thank you CANO Health, Production Services, and our Special Events teams.

City Council
May 5, 2021



5 DE MAYO FIESTA & RESOURCE FAIR

Join us for a celebration of Hispanic Culture. Free food, music, traditional folklórico dancing, games, face painting, piñatas and more!

WEDNESDAY, 5 DE MAYO | 5:30-8PM
EAST LAS VEGAS COMMUNITY CENTER
250 N. EASTERN AVE



Councilwoman Olivia Diaz | *Commissioner William McCurdy II* | *Mayor Pro Tempore Isaac Barron*

Resources on vaccines, local jobs & career training, healthcare services and more will also be available

WARD 3

Upcoming Events

Ward 3 Food Pop-Ups

May 13th, 8-11am at Gary Reese Freedom Park

May 25th, 8-11am at East Las Vegas Community Center

***Onsite CCSD 2021-2022 school enrollment**

***COVID testing**

CULINARY ACADEMY LAS VEGAS

City Council
May 5, 2021

City of Las Vegas Office of Community Services

FY2021-2022 Neighborhood Partners Fund (NPF) Program



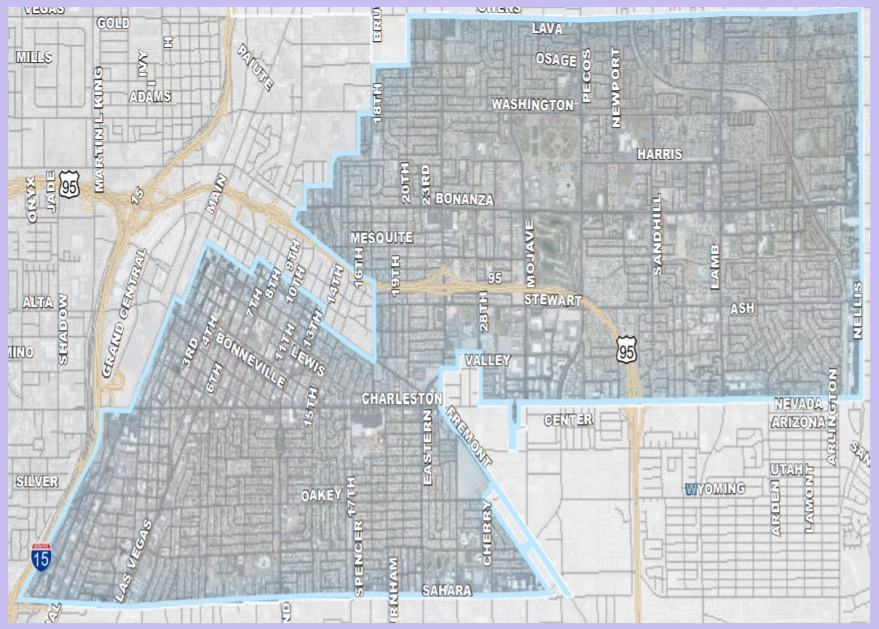
Grant Deadline May 10th!



Apply today:

https://www.lasvegasnevada.gov/Residents/Grants

WARD 3





Councilwoman Olivia Díaz

ward3@lasvegasnevada.gov

@OliviaDiazLV @oliviadiazlv oliviadiazlv

City Council
May 5, 2021


City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
May 5, 2021
SUMMERLIN

WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to a
Breakfast
BUZZ
& Ward 2 Biz
Saturday,
May 22
9–10 a.m.
Rachel's Kitchen | 9691 Trailwood Drive
At the present time due to covid restrictions,
this event is for Ward 2 residents only.
Event has a limit of 25 people, and social distancing and
other safety precautions will be in place.
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
Please no solicitations during this time.
TTY
7-1-1

WARD 2

Veterans Memorial Center Reopening

April 26th

For Information

Call 702-229-1100



WARD 2

Document Shredding Event

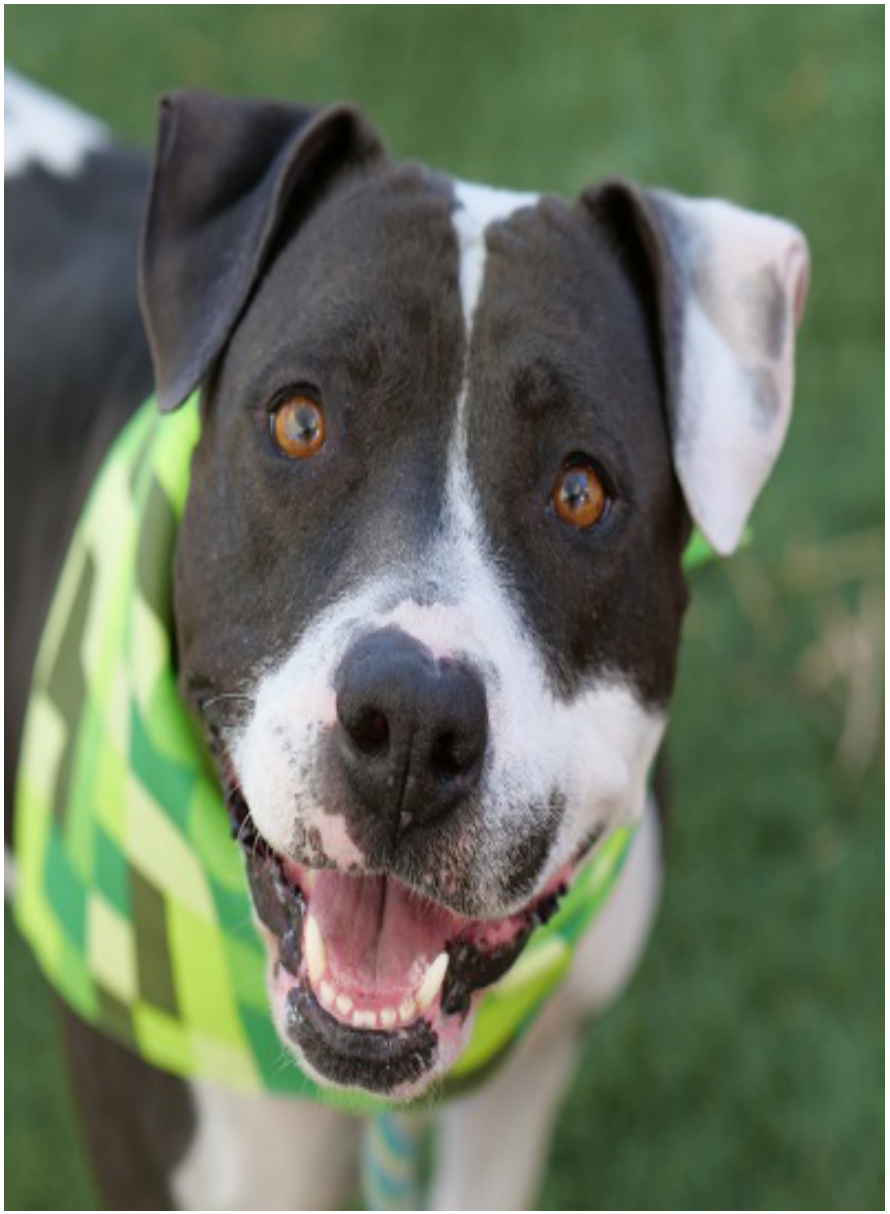
May 1st

Veterans Memorial Center



Animal Foundation Pet Adoptions

WARD 2



LADY
ID # A1165754
Arrived: 5/1/2021

Female Spayed
Age: 4 Years
Weight: 55 lbs

Animal Foundation Pet Adoptions

WARD 2



CANELO

ID # A1020158

Arrived: 4/16/2021

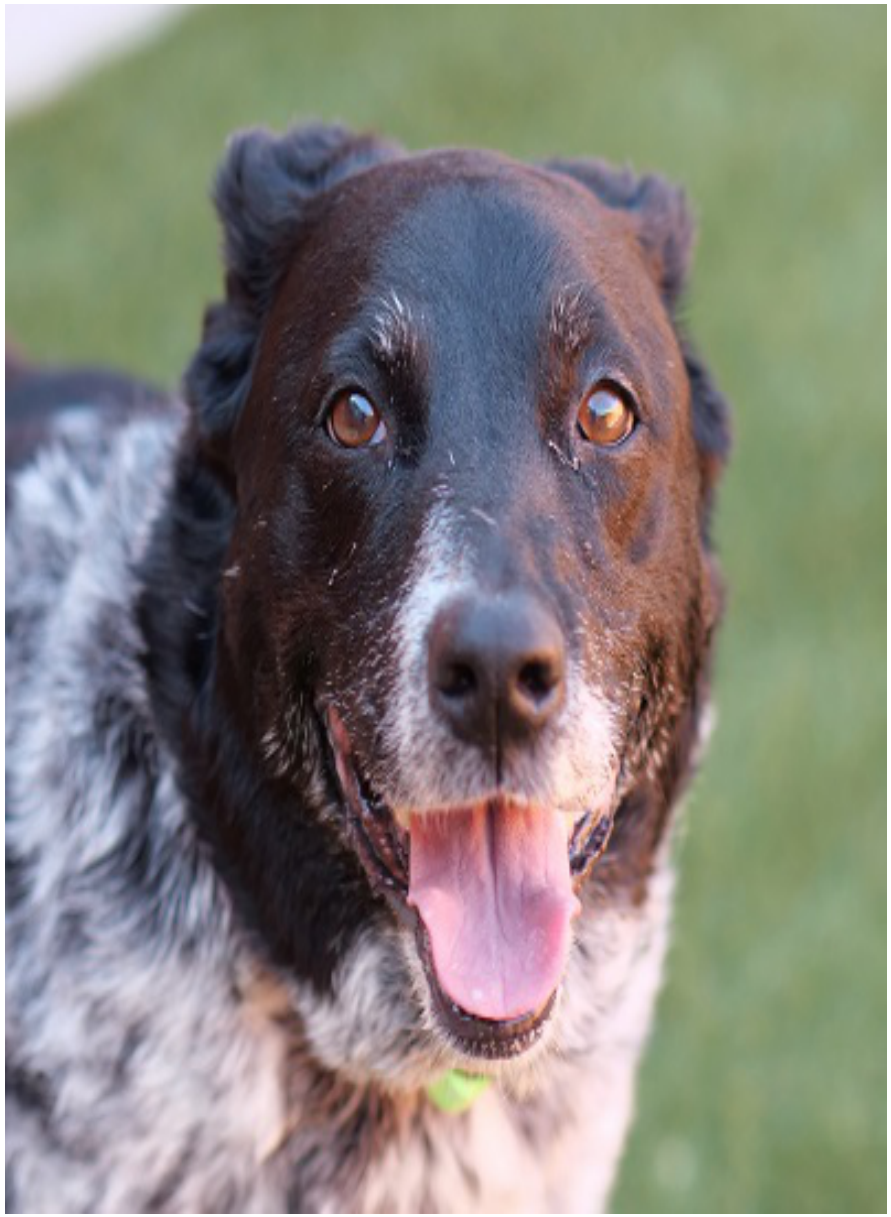
MALE NEUTERED

Age: 3 Years

Weight: 90 lbs

Animal Foundation Pet Adoptions

WARD 2



PEPPER

ID # A0519881

Arrived: 4/16/2021

Female Spayed

Age: 10 Years

Weight: 59 lbs

Animal Foundation Pet Adoptions

WARD 2



RAMEN

ID # A1165546

Arrived: 4/7/2021

Male Neutered

Age 11 Years

Weight: 12 lbs

WARD 2

Animal Foundation Pet Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov

PLEASE FOLLOW US ON SOCIAL MEDIA AT:



@VictoriaDSeaman



@VictoriaSeaman

Keeping Ward 1 Clean

Over the weekend, Team Knudsen joined local youth groups and neighbors to keep our neighborhoods clean through repainting sun-beaten curbs and fire hydrants. Neighbors also had the opportunity to dispose of large garbage and more. Thanks to all those who helped out! Stay tuned for more!



Las Vegas City Councilman Brian Knudsen - Ward 1 Events

More Pop-Up Vaccines for Ward 1 Residents

This week, Team Knudsen will join the Southern Nevada Health District and Palace Stations to provide more vaccines for residents in the ward. Join us on May 6-7 from 8am-3pm each day. Contact ward1@lasvegasnevada.gov for more information!





Ward 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

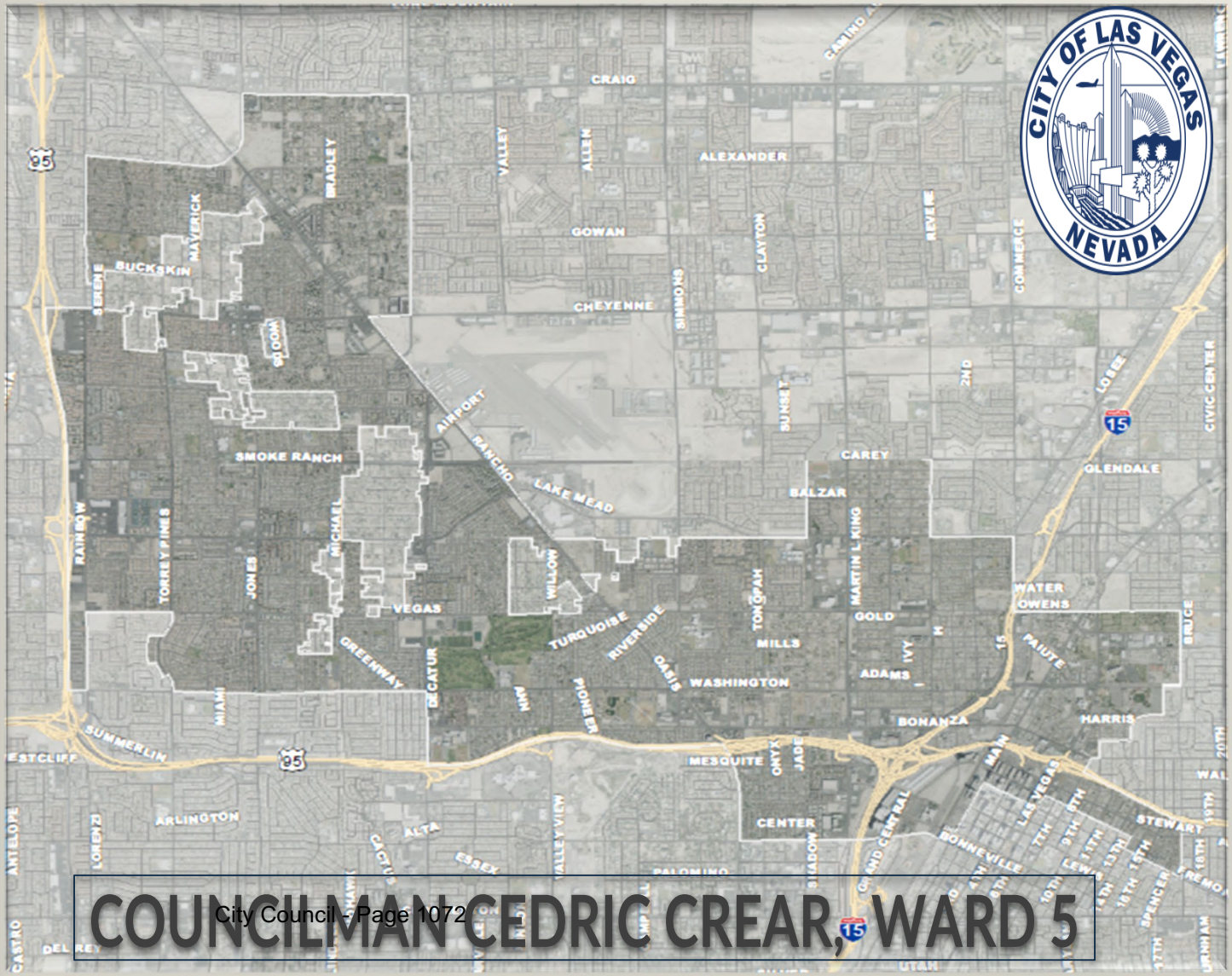
bknudsen@lasvegasnevada.gov

Call: 702-493-1547

Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV







COUNCILMAN CEDRIC CREAR, WARD 5

Nevada Health Center

Neonopolis Fremont St.

May 3









Ward 5 Final Announcements

THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR

Parquee Sign Historic Westside School

330 W. Washington Ave.

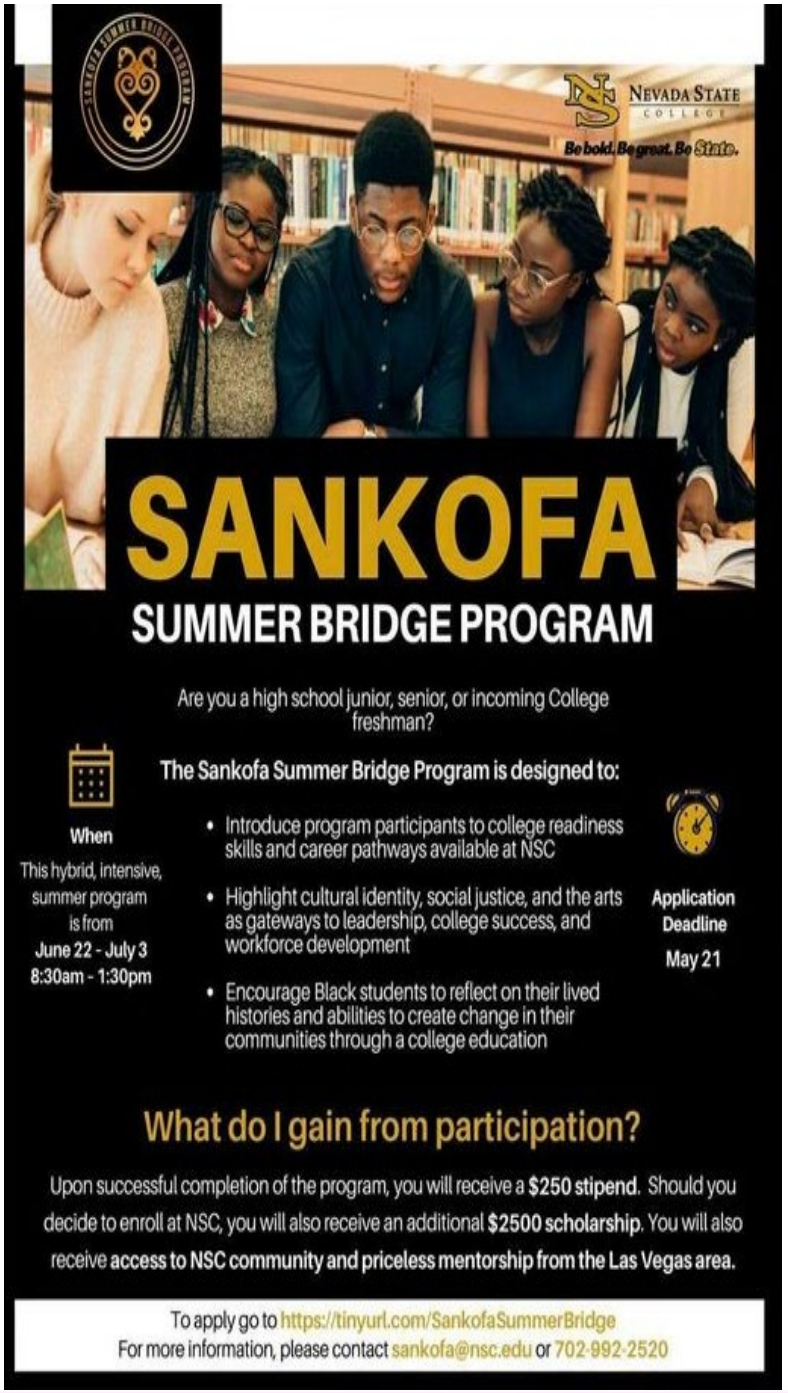


THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR

NEVADA STATE
COLLEGE

Nevada State Collage

Summer Bridge Program



Tennis and Fun

Friday | May 14
4 pm – 8 pm

Lorenzi Park



Ward 5 Final Announcements





THE UNIVERSITY OF ARIZONA

Donta' Williams



Graduating on:
Thurs. | May 13

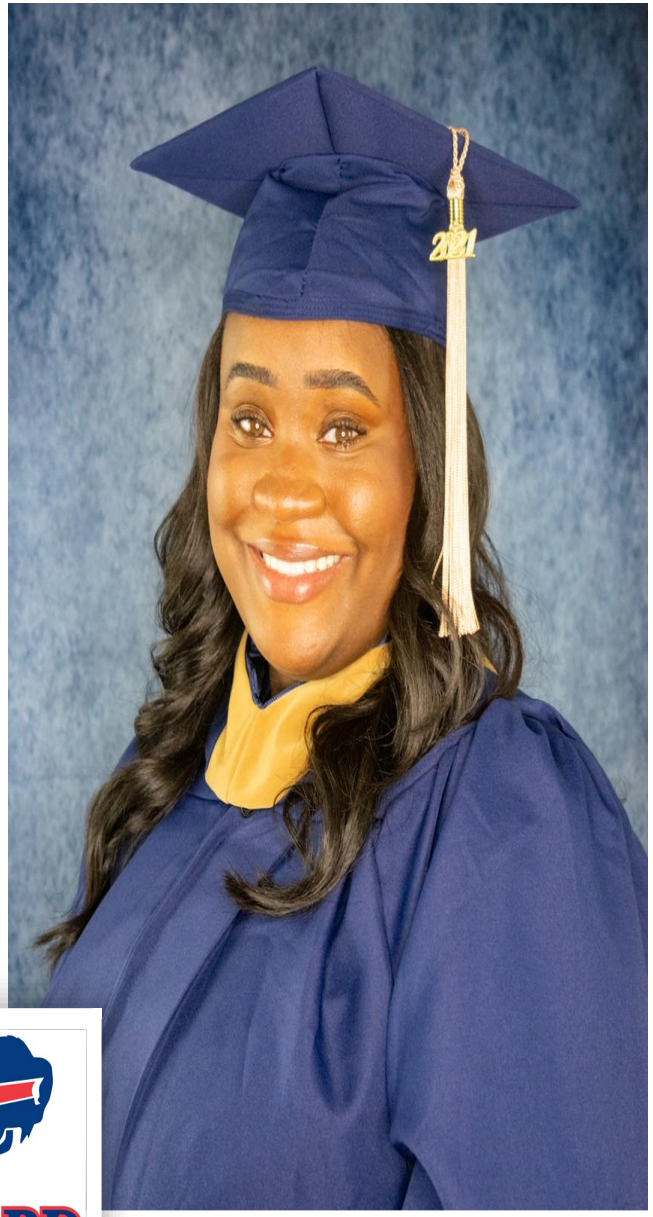


University of Arizona

Congrats Donta'!

THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR







BISON
HOWARD UNIVERSITY

Congrats Hagan!

THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR



Email Tanya Jackson-Renter

tjackson@lasvegasnevada.gov

Office: 702.229-5443





STAY CONNECTED

With Councilman Cedric Crear

Twitter: @cedriccrear
Instagram: Councilman Crear
Facebook: Councilman Cedric Crear

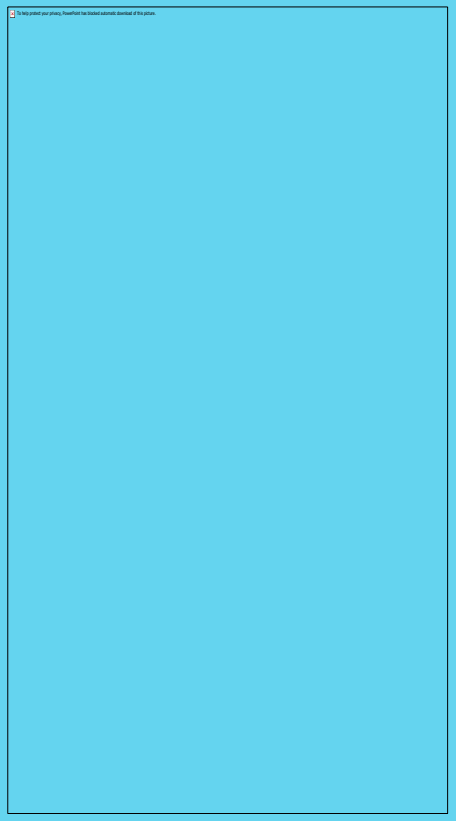



CINCO
DE
MAYO



Asian American & Pacific Islander Heritage Month







Sunday, May 9th



HAPPY mother's DAY



The Las Vegas City Council and

Councilwoman Michele Fiore

invite you to a movie in the park

FREE & open to the public!

WW84

WONDER WOMAN 1984

Friday, May 7 | 7 p.m.

CENTENNIAL HILLS PARK AMPHITHEATRE

7101 N. Buffalo Drive at Deer Springs Way

Closed captioning for the deaf and hard of hearing.

Movie begins at dusk.

Free popcorn & water while supplies last.
Lawn seating; bring low chairs and blankets to be more comfortable. Food trucks will be on-site

For more information, please call **702.229.5463**.

Social distancing and other safety precautions will be taken.

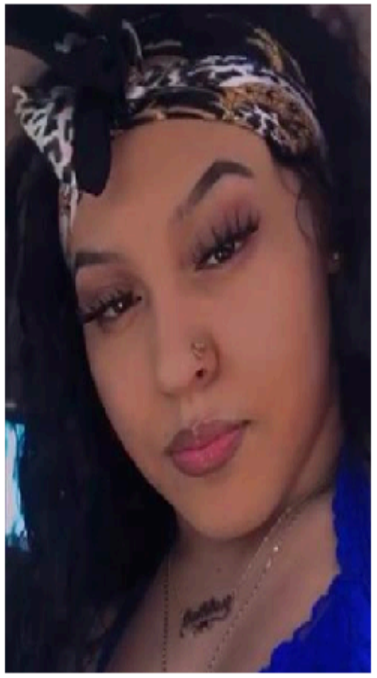
cityoflasvegas
lasvegasnevada.gov
#lvward6

TTY 711

CITY OF LAS VEGAS NEVADA

MISSING JUVENILE

Sent: 2021-05-04 @ 07:49 Case: LLV210400101358 Author: JH/NCS



NIC #	
Last Name	HANNAH
First Name	ASHLIEH
Nickname	
Alias	
Age	16
Gender	FEMALE
Height	5'3
Weight	160
Eyes	BROWN
Hair	REDISH
Complexion	
Race	HISPANIC/AFRICAN AMERICAN
BirthDate	
Last Contact	04/22/2021
Marks	

CHILD WAS LAST SEEN IN THE AREA OF JONES & WINDMILL (LAS VEGAS, NV)

CHILD WAS LAST WEARING AN ORANGE SWEATER WITH BLACK JEANS

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2021-04-30 @ 04:37 Case: LLV210400116792 Author: JH/NCS

NIC #

Last Name WILLIAMS

First Name BIANCA

Nickname

Alias

Age 15

Gender FEMALE

Height 5'3

Weight

Eyes 200

Hair BROWN

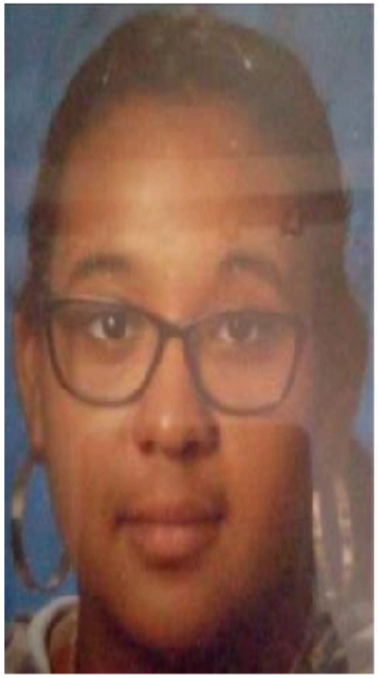
Complexion

Race AFRICAN AMERICAN

BirthDate

Last Contact 04/26/2021

Marks



CHILD WAS LAST SEEN IN THE AREA OF N JONES BLVD & W HAMMER LN (LAS VEGAS,NV)

CHILD WAS LAST SEEN WEARING A COLOR SHIRT WITH LIGHT BLUE BANDANA PRINT PANTS WITH NIKE AIR FORCE ONE SHOES
Child may be suffering from severe emotional distress and may require medical attention.

All area hospitals are asked to check their patient rosters for this missing child or Jane Doe's matching her description and to notify LVMPD if located. It should be noted that "HIPPA" permits disclosure to law enforcement upon request and is authorized pursuant 45 C.F.R., section 164.512. Anyone with information on the known whereabouts of this missing child is strongly urged to contact the Las Vegas Metropolitan Police Department at the below listed numbers.
IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE INFORMATION LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

Corridor of Hope







Councilwoman Michele Fiore

Email: ward6staff@lasvegasnevada.gov

Phone: 702-229-5463