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

City Manager Scott Adams
City Attorney Bradford R. Jerbic
City Clerk LuAnn D. Holmes

City Council Agenda

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

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

May 6, 2020
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the City Clerk's Office at 495 South Main Street, 2nd Floor or on the City's webpage at www.lasvegasnevada.gov.

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

These proceedings are being video recorded as well as presented live on KCLV, Cable Channel 2, and are Closed Captioned for our hearing impaired viewers. Please note customers of Centurylink and Cox Communications can view this program in High Definition on Channel 1002. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

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

CEREMONIAL MATTERS

1. Call to Order
2. Announcement Regarding: Compliance with Open Meeting Law
3. Invocation - Rabbi Yitz Wyne, Young Israel Aish of Las Vegas
4. Pledge of Allegiance

BUSINESS ITEMS - 9 A.M. SESSION

PUBLIC COMMENT

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

BUSINESS ITEMS - 9 A.M. Session

6. For Possible Action - Any items from the 9 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

7. For possible action to approve the Final Minutes by reference of the February 26, 2020 Special City Council Meeting and the April 1, 2020 Regular City Council Meeting

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

8. For possible action to approve the ratification of the acceptance of four grant awards from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2017 and 2019 Urban Area Security Initiative (UASI) and the Fiscal Year 2017 and 2018 State Homeland Security Program (SHSP) totaling $397,595.78 for the Department of Fire and Rescue for the Metropolitan Medical Response System-PPE, for Covid-19 response - All Wards

CITY ATTORNEY - CONSENT

9. For possible action to approve the ratification of the Retainer Letter Agreement between Michael C. Niarchos, Ltd. and City Parkway V, Inc. for Professional Services to be rendered by Michael C. Niarchos for twelve (12) months beginning July 1, 2020, through June 30, 2021, for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($152,000 annually - City Parkway V, Inc.) - All Wards

10. For possible action to approve the Retainer Letter Agreement between Hill Firm PLLC and the City of Las Vegas for professional services to be rendered by Dan Hill for City legal matters related to the Badlands litigation ($252,000 annually - General Fund) - All Wards

11. For possible action to approve additional funding for Shute, Mihaly & Weinberger LLP to represent the City of Las Vegas in the following actions: 180 Land Company, LLC v. City of Las Vegas, 8JDC Case No. A-17-758528-J, NSC Case Nos. 77771, 78792, USDC Case No. 2:19-cv-1467-KJD-DJA; 180 Land Company, LLC, et al. v. City of Las Vegas, 8JDC Case No. A-18-780184-C, USDC Case No. 2:19-cv-1471-JCM-EJY; Fore Stars, Ltd., et al. v. City of Las Vegas, et al., 8JDC Case No. A-18-773268-C, USDC Case No. 2:19-cv-1469-JAD-NJK; and 180 Land Company, LLC v. City of Las Vegas, 8JDC Case No. A-18-775804-J, USDC Case No. 2:19-cv-1470-RFB-BNW, relating to the development of a portion of the former Badlands Golf Course for an amount not-to-exceed $200,000 (General Fund) - Ward 2 (Seaman)

COMMUNITY SERVICES - CONSENT

12. For possible action to approve the Lease and Operating Agreement between the City of Las Vegas and Nevada Health Centers (NHC) for NHC to serve as the medical provider at the City of Las Vegas Health and Wellness Center, located at 1425 North Main Street - Ward 5 (Crear)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

13. For possible action to approve a Supplement to Reciprocal Easement Agreement between FAEC Holdings Wirrulla, LLC (FAEC) and the City of Las Vegas (City) granting FAEC a perpetual nonexclusive Escalator Easement in the structured parking garage beneath the retail development commonly known as Neonopolis located at 450 South Fremont Street (APN 139-34-513-003) - Ward 5 (Crear)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

14. For possible action to approve award of Contract No. 200198-SK, Construction Materials Quality Assurance Observation and Testing Services Contract for Las Vegas Boulevard Improvements Stewart Avenue to Sahara

Avenue - Public Works - Award recommended to: GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. (Not-to-Exceed $600,000 - Road and Flood Capital Project Fund) - Ward 3 (Diaz)

15. For possible action to approve award of Contract No. 200097-DD, Professional Services Contract for Environmental Division SCADA Integration Services, located at 6005 East Vegas Valley Drive - Public Works - Award recommended to: Wunderlich-Malec Engineering ($4,080,000 Sanitation Enterprise Fund - Sanitation Construction Fund) - Clark County

16. For possible action to approve award of Bid No. 20.73164-SK, Traffic Signal Systems At Clark-Transit Station, Bonneville-Transit Station, Torrey Pines-Peak, to the lowest responsive and responsible bidder - Public Works - Award recommended to: CG&B ENTERPRISES, INC. ($1,502,162 - Traffic Improvements Capital Projects Fund) - Wards 3 and 5 (Diaz and Crear)

17. For possible action to approve For possible action to approve award of Contract No. 200192-DD, Blanket Services Contract for Professional Engineering Consulting Services - Department of Public Works - Award recommended to: ANGELO & NEWTON, LLC (Not-to-Exceed $720,000 - Various Funds) - All Wards

18. For possible action to approve award of Sales Agreement for the Refurbishment of Vintage Motel Signs on East Fremont Street - 8th Street through 14th Street - Office of the City Attorney - Award recommended to: VISION SIGN INC. (Not-to-Exceed $90,013 - General Capital Project Fund) - Ward 3 (Diaz)

FIRE AND RESCUE - CONSENT

19. For possible action to approve acceptance of a grant award from the Office of the Attorney General of the State of Nevada in the amount of $47,456 for the purpose of purchasing ballistic personal protective equipment for the Las Vegas Fire and Rescue Bomb Squad with no cost match required - All Wards

OPERATIONS AND MAINTENANCE - CONSENT

20. For possible action to approve a Municipal Cemetery Operating Agreement between the City of Las Vegas and Carriage Municipal Cemetery Services of Nevada, Inc. to extend the term for the operation at the Woodlawn Cemetery located at 1500 North Las Vegas Boulevard ($160,000 Annually - General Fund) - Ward 5 (Crear)

PLANNING - BUSINESS LICENSING - CONSENT

21. For possible action to approve a Tavern-Limited License for THE USUAL PLACE, LLC dba THE USUAL PLACE at 100 South Maryland Parkway, Suite #110 [David John Charron, Managing Member] - Ward 3 (Diaz)

22. For possible action to approve a Tavern-Limited License for MY LITTLE BUTTERCUP, LLC dba LUCKY DAY at 516 Fremont Street - Ward 3 (Diaz)

23. For possible action to approve a Non-Operational Restaurant with Alcohol License for a Change of Ownership FROM: PKWY SUMMERLIN, LLC TO: CSI: ADVANCED SCREENING SERVICES, LLC dba NATIONAL LICENSING SERVICES at 450 South Rampart Boulevard, Suite #120 [Serina Choi, Managing Member] - Ward 2 (Seaman)

24. For possible action to approve a Beer Wine Room License for CARLOS ALBERTO YERO LECHUA AND OMAR HERNANDEZ-TEJEDA dba GUAMA & HATUEY CIGAR at 624 South Las Vegas Boulevard - Ward 3 (Diaz)

PUBLIC WORKS - CONSENT

25. For possible action to approve Interlocal Agreement No. 136283-A between the City of Las Vegas (CLV) and the Las Vegas Valley Water District (District) for the construction of water facilities including the installation of a water pipeline and appurtenances in conjunction with the 7th Street - Bridger Avenue to Stewart Avenue Project - Wards 3 and 5 (Diaz and Crear)

26. For possible action to approve Interlocal Contract 1172 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering for the Imperial Avenue, Commerce Street to 3rd Street Project ($750,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Diaz)

27. For possible action to approve the Sewer Over-Sizing Refunding Agreement between the City of Las Vegas (CLV) and Templeton Development Corporation for an oversized sewer in Craig Road, Tee Pee Lane and Helena Avenue ($519,720.45 - Sanitation Fund) - Unincorporated Clark County

28. For possible action to approve Interlocal Contract 1170 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering for the 8th Street,

Bridger Avenue to Stewart Avenue Project ($750,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

29. For possible action to approve Supplemental Interlocal Contract No. 2 - 1094b between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for the Citywide Traffic Engineering Design Services Project ($300,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

30. For possible action to approve Interlocal Contract 1171 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering for the Intersection Improvement Program: Charleston Boulevard at Westwind Road and Upland Boulevard Project ($375,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Knudsen)

31. For possible action to approve Interlocal Contract 1175 between the City of Las Vegas, the City of North Las Vegas, the City of Henderson, the County of Clark and the Regional Transportation Commission of Southern Nevada (RTC) to allow the RTC to fund and coordinate the Adaptive Signal Pilot Project within the entities' jurisdictions - All Wards

32. For possible action to approve Interlocal Agreement No. 136757-A between the City of Las Vegas (CLV) and the Las Vegas Valley Water District (District) for the Design of Water Facilities including replacement and installation of water pipelines and appurtenances in conjunction with the Lone Mountain Road Overpass at US 95 Project - Ward 4 (Anthony)

33. For possible action to approve Interlocal Agreement R073-20-015 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to program federal funding to be obligated by NDOT, and to define agencies' responsibilities for design, right-of-way, construction, operations, and maintenance of the Centennial Bowl System Interchange, Centennial Trail, Oso Blanca Road Sewer, and Lone Mountain Overpass widening facilities, and for NDOT to accept maintenance of Centennial Trail and the CLV to accept maintenance of Bonanza Trail as part of the project ($10,910,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1, 4, 5 and 6 (Knudsen, Anthony, Crear and Fiore)

RESOLUTIONS - CONSENT

34. R-20-2020 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and 4550 Meadows Lane, LLC (Owner) and SW Meadows Lane, LLC (Tenant) located at 4550 Meadows Lane (APN 139-31-110-003), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 1 (Knudsen) [NOTE: This item is related to RDA Item 5 (RA-6-2020)]

35. R-21-2020 - For possible action to approve a Resolution declaring the intention to sell City owned vacant real property, located at 10051 Moccasin Road (APN 126-01-502-003), on an internet auction website - Ward 6 (Fiore) [NOTE: This item is related to Item 36]

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

36. Public Hearing regarding the fair market value of City owned vacant real property addressed as 10051 Moccasin Road, APN 126-01-502-003, in anticipation of the sale of the vacant real property on an internet auction website - Ward 6 (Fiore) [NOTE: This item is related to Item 35 (R-21-2020)]

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

37. Discussion for possible action regarding activating and operating a temporary program by which fines for qualifying parking infractions may be paid by means of the donation of school supplies in lieu of the payment of money pursuant to LVMC 11.10.150 - All Wards

BOARDS AND COMMISSIONS - DISCUSSION

38. Discussion for possible action regarding the reappointment of Venetta Appleyard to the Building and Safety Enterprise Fund Advisory Committee

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

40. Bill No. 2020-16 - For possible action - Authorizes the establishment of one or more temporary programs to allow certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery or the curbside pickup of alcoholic beverages in connection with the delivery or pickup of food by a customer who has placed an order therefor. Sponsored by: Councilman Brian Knudsen

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.

41. Bill No. 2020-14 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2021); 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

42. Bill No. 2020-15 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2021 (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 - ONE MOTION/ONE VOTE

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

43. EOT-78566 - EXTENSION OF TIME - VACATION - NON PUBLIC HEARING - APPLICANT/OWNER: CHARLESTON TOWERS, LLC - For possible action on a request for a third Extension of Time of an approved Petition to Vacate (VAC-48465) the public alleys generally located south of Garces Avenue, between 9th Street and 10th Street, Ward 3 (Diaz). Staff recommends APPROVAL.

44. RQR-78430 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: WMC PAVILIONS SPE, LLC, ET AL - For possible action on a request for a Required Review of an approved Rezoning (Z-0100-97) FOR FIVE EXISTING OFF-PREMISE SIGNS on property bounded by U.S. 95, Interstate 15 and Grand Central Parkway (APNs 139-27-410-005; 139-33-511-004; and 139-33-610-014 and 031), PD (Planned Development) Zone, Ward 5 (Crear). Staff recommends APPROVAL.

PLANNING - DISCUSSION

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

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

47. VAR-78113 - ABEYANCE ITEM - VARIANCE RELATED TO GPA-77917 AND ZON-77919 - PUBLIC HEARING - APPLICANT/OWNER: MOISES CARPIO - For possible action on a request for a Variance TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-

FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

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

49. SDR-77943 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LAP INVESTMENT, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 9,750 SQUARE-FOOT PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.22 acres on the north side of Charleston Boulevard approximately 330 feet west of Moonlight Drive (APN 140-31-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-77713]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

50. SDR-78245 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 3,855 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED AND TO ALLOW A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS on 0.43 acres at 3801 West Charleston Boulevard (APN 162-06-501-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78111]. The Planning Commission (6-0 vote) and Staff recommend DENIAL.

51. EOT-78556 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC - For possible action on a request for a ninth Extension of Time FOR A NONCONFORMING LIQUOR ESTABLISHMENT (TAVERN) USE at 899 Fremont Street and 115 South 8th Street (APNs 139-34-612-056 and 027), T5-MS (T5 Main Street) Zone, Ward 3 (Diaz) [PRJ-78288]. Staff recommends APPROVAL.

REPORTS AND PRESENTATIONS

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

SET DATE

53. 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

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

COUNCIL MEMBER RECOGNITION

55. 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 6, 2020

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Rabbi Yitz Wyne, Young Israel Aish of Las Vegas

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
5

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Statement by Mayor Carolyn G. Goodman; Quote and COVID-19 Statistics Submitted by John Perazzo; The 666 Surveillance System and Jesus Christ Came to Heal the Brokenhearted Brochures and The Last Trumpet Newspaper Submitted by Timothy Gruber; and Copy of House Bill No. 559 and Animal Welfare Brochure Submitted by Christine Barrello

Statement by Mayor Carolyn G. Goodman

May 6, 2020

I would like to take this time to share with you the depth of despair permeating an enormous and growing segment of this community, the unemployed. Throughout this crisis, my goal has been and will continue to be, STANDING UP AND BEING A VOICE FOR THE WORKING PEOPLE AND SMALL BUSINESSES OF THIS GREAT COMMUNITY WHO ARE SUFFERING. Based on thousands of calls and emails to my office these past weeks, **the fear of imminent, utter poverty is every bit as real as the fear of the virus.**

According to the Nevada Independent, from March 8 through April 25, **there have been 393,061 initial unemployment claims filed in Nevada**, which is more than any FULL calendar year in the state's history. **That figure represents 25 percent of Nevada's total workforce.** And that does **NOT** count the thousands more who have not been able to get through to receive a single dollar yet. Nor does it include contract and gig workers who are not yet able to file for unemployment. Nor does it include those who've received their debit cards but with no funds loaded on them! Nor does it include the thousands more Nevadans who are very likely to be laid off in the weeks and months ahead.

I implore the State to enlist their employees to be redirected to work on resolving unemployment complications <u>immediately</u>. Our out-of-work citizens need money to feed their families and pay their bills; it is money they <u>EARNED,</u> <u>and it is OWED TO THEM</u>.

While I am grateful there are now first steps toward the eventual re-opening of Nevada, it is important to remember that far too many of our people are unemployed NOW.

At the City and in my office, all ARE answering the phones, and we are told people are spending hours attempting to get through to state lines with no success. This has created terror and panic for those who have no income! While I understand a new interim director has been appointed at DETR, hopefully to help alleviate this backlog, I want to share a few of the REAL STORIES of REAL PEOPLE who have contacted my office for help:

First, a bartender for a neighborhood tavern writes:

"I am just at my wit's end...I have Exhausted All Funds to my name... And I cannot get through to anything for assistance...

I wake up every morning trying to stay positive and not slip into full depression....It's a Battle every day! My routine is wake up 7am start calling unemployment, back to back to back until it kicks you off by 9:30 am.... Once I fail

at that, I then Try and log into check where my stimulus check is... (it keeps saying I don't exist)? And there is nobody to talk to!

The Lady I rent from is calling, texting and hassling me every day for money I absolutely don't have... The stress is starting to overwhelm me and take over! I am scared.... *What am I supposed to do?"*

A caller to my office says, "I am down to my last $30. I have a wife, a 2 ½ year old and an 8 month old, and we have literally $30 left. I try to get through to unemployment every day. *What am I supposed to do?"*

Another caller says, "I worked two jobs—one for a Strip casino and one on the outskirts of town. My wife worked for a neighborhood casino. We have lost all three jobs and have not been able to get through to Unemployment. *What are we supposed to do?"*

And finally, from a renowned chef:

"Sorry to contact you at such a chaotic time. I was hoping you may have a suggestion for a contact at the unemployment office. In short, after lengthy attempts, I was able to fill out a claim online. When I reached the page determining my employer, I selected the correct one. The subsequent page showed I had no earnings for 2018 nor 2019. I was deemed ineligible. I secured

my payroll records and faxed them as well as mailed them on April 17th and again the following week. My wife and I have logged **7, 579 calls** as many others have. Not one time did we get anything but a busy signal. Not emails nor phone nor postal responses. We are fearing the worst if no assistance is in the near future. I know you are not responsible, but I'm getting worried. Again, I'm sorry to cry on your shoulder. *But what am I supposed to do?"*

My question is what ARE these people supposed to do? We've heard, "Be patient," but the people of this great community HAVE been patient. We are going into the eighth week of this shutdown with no definitive timeline.

I continue to have every confidence that our business owners and managers will do what needs to be done to re-open safely with the interests of their employees and visitors paramount. The Nevada United Plan for Recovery does not contain specific dates to enable families and business owners—many of whom have invested their life savings into these businesses—to have a life preserver TODAY and to plan for their futures. I recognize there is fear about opening too soon,

but **the question many are asking is WHEN IS TOO SOON TOO LATE???**

I believe in You.

You have a Beautiful Mind.

Your Priceless Presence
cannot be Overvalued.

Your Innocence is
Unassailable.

Peace.

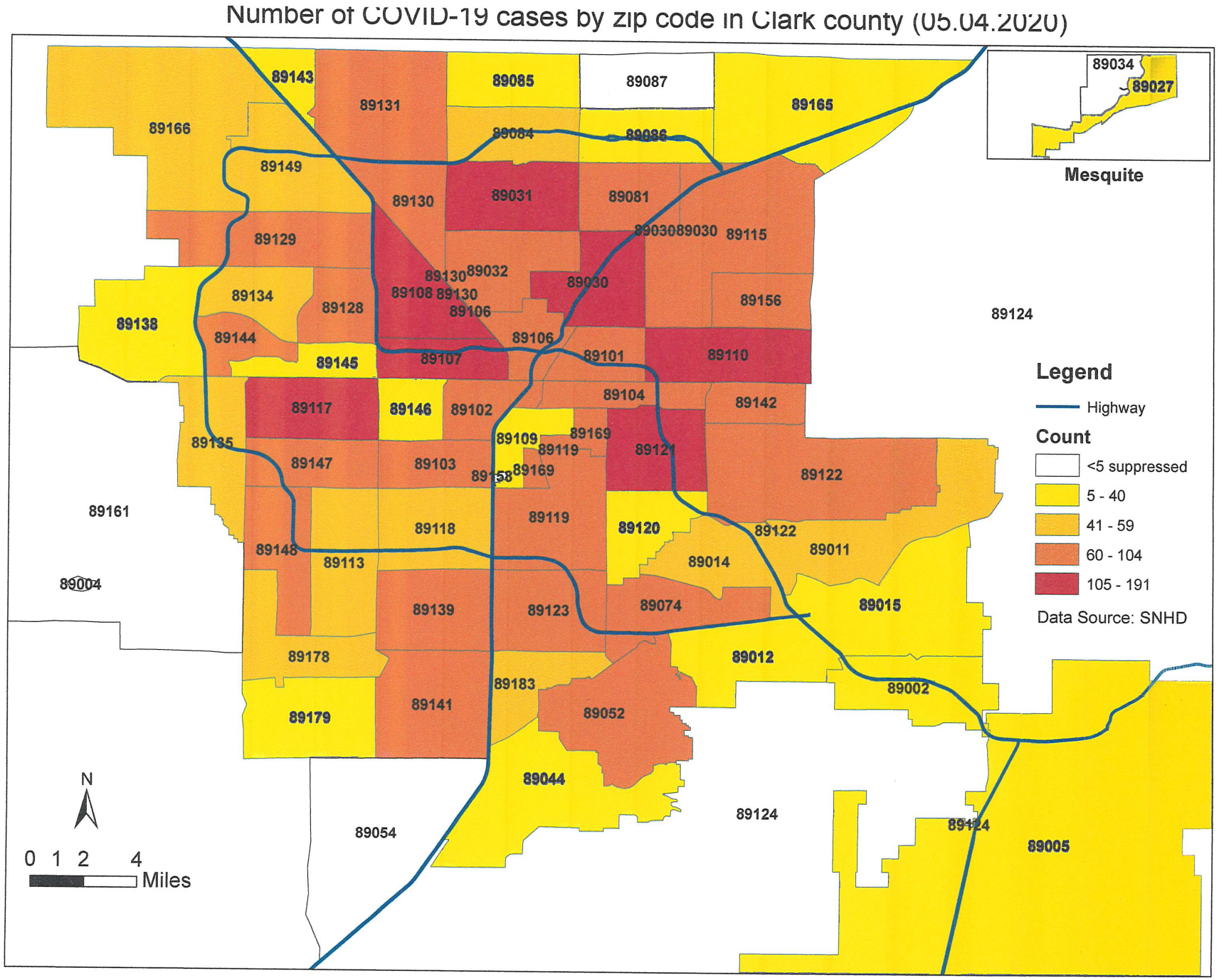
Submitted at: City Council
Date 5/6/20 Item 5
By: John Perazzo

Bin Count

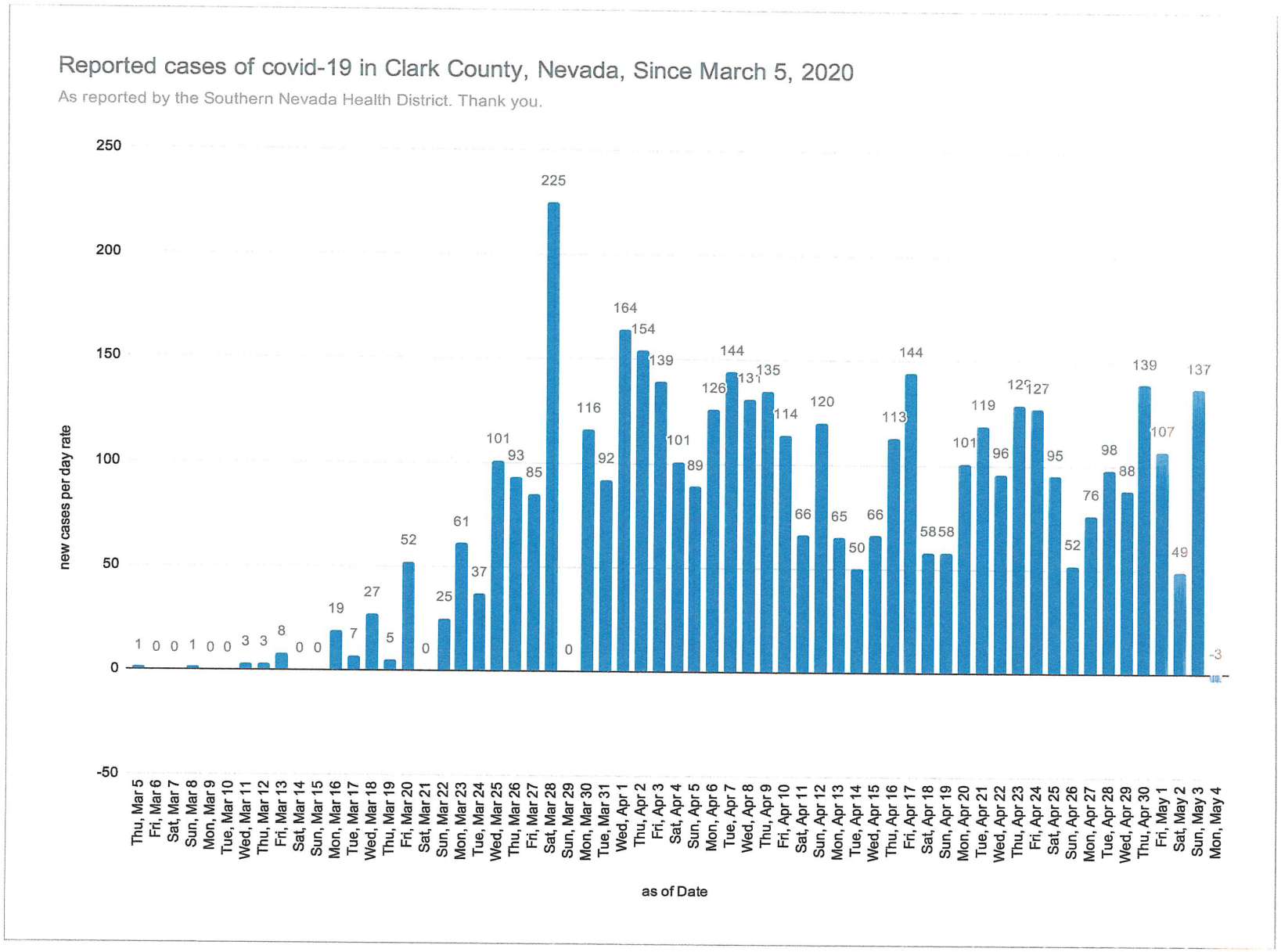
date	white	yellow		orange		orange-red		red	
Fri, May 1	<5	5	48	49	69	70	103	104	176
Thu, Apr 30	<5	5	38	39	58	59	89	90	167
Wed, Apr 29	<5	5	48	49	64	65	97	98	159
Tue, Apr 28	<5	5	45	46	66	67	96	97	150
Mon, Apr 27	<5	5	41	42	61	62	84	85	144
Sun, Apr 26	<5	5	43	44	63	64	84	85	143
Sat, Apr 25	<5	5	37	38	55	56	82	83	139
Fri, Apr 24	<5	5	42	43	61	62	88	89	137
Thu, Apr 23	<5	5	44	45	64	65	87	88	130
Wed, Apr 22	<5	5	40	41	56	57	80	81	125
Tue, Apr 21	<5	5	40	41	56	57	77	78	120
Mon, Apr 20	<5	5	38	39	53	54	71	72	107
Sun, Apr 19	<5	5	37	38	53	54	71	72	104
Sat, Apr 18	<5	5	33	34	46	47	70	71	102
Fri, Apr 17	<5	5	34	35	51	52	69	70	100
Thu, Apr 16	<5	5	34	35	51	52	69	70	94
Wed, Apr 15	<5	5	28	29	42	43	62	63	86
Tue, Apr 14	<5	5	27	28	41	42	61	62	86
Mon, Apr 13	<5	5	20	21	40	41	60	61	83

Bin Size

white	yellow	orange	orange-red	red	average	s.d.
4	44	21	34	73	43	22.11
4	34	20	31	78	40.75	25.55
4	44	16	33	62	38.75	19.31
4	41	21	30	54	36.5	14.25
4	37	20	23	60	35	18.24
4	39	20	21	59	34.75	18.37
4	33	18	27	57	33.75	16.68
4	38	19	27	49	33.25	13.07
4	40	20	23	43	31.5	11.68
4	36	16	24	45	30.25	12.82
4	36	16	21	43	29	12.62
4	34	15	18	36	25.75	10.78
4	33	16	18	33	25	9.27
4	29	13	24	32	24.5	8.35
4	30	17	18	31	24	7.53
4	30	17	18	25	22.5	6.14
4	24	14	20	24	20.5	4.73
4	23	14	20	25	20.5	4.80
4	16	20	20	23	19.75	2.87



Note: Number of cases by zip code in Laughlin is less than 5 and suppressed.


Reported cases of covid-19 in Clark County, Nevada, Since March 5, 2020
As reported by the Southern Nevada Health District. Thank you.
new cases per day rate
as of Date
250
200
150
100
50
0
-50
Thu, Mar 5
Fri, Mar 6
Sat, Mar 7
Sun, Mar 8
Mon, Mar 9
Tue, Mar 10
Wed, Mar 11
Thu, Mar 12
Fri, Mar 13
Sat, Mar 14
Sun, Mar 15
Mon, Mar 16
Tue, Mar 17
Wed, Mar 18
Thu, Mar 19
Fri, Mar 20
Sat, Mar 21
Sun, Mar 22
Mon, Mar 23
Tue, Mar 24
Wed, Mar 25
Thu, Mar 26
Fri, Mar 27
Sat, Mar 28
Sun, Mar 29
Mon, Mar 30
Tue, Mar 31
Wed, Apr 1
Thu, Apr 2
Fri, Apr 3
Sat, Apr 4
Sun, Apr 5
Mon, Apr 6
Tue, Apr 7
Wed, Apr 8
Thu, Apr 9
Fri, Apr 10
Sat, Apr 11
Sun, Apr 12
Mon, Apr 13
Tue, Apr 14
Wed, Apr 15
Thu, Apr 16
Fri, Apr 17
Sat, Apr 18
Sun, Apr 19
Mon, Apr 20
Tue, Apr 21
Wed, Apr 22
Thu, Apr 23
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Sat, Apr 25
Sun, Apr 26
Mon, Apr 27
Tue, Apr 28
Wed, Apr 29
Thu, Apr 30
Fri, May 1
Sat, May 2
Sun, May 3
Mon, May 4
1 0 0 1 0 0 3 3 8 0 0 19 7 27 5 52 0 25 61 37 101 93 85 225 0 116 92 164 154 139 101 89 126 144 131 135 114 66 120 65 50 66 113 144 58 58 101 119 96 125 127 95 52 76 98 88 139 107 49 137 -3

ZIP Code	Classification	City	Population	Timezone	Area Code(s)	usps	pop	snhd	compare
ZIP Code 89002	General	Henderson	31,880	Pacific	702	89002	31,880	89002	same
ZIP Code 89004	P.O. Box	Blue Diamond	313	Pacific	702/725	89004	313	89004	same
ZIP Code 89005	General	Boulder City	15,065	Pacific	702	89005	15,065	89005	same
ZIP Code 89007	P.O. Box	Bunkerville	1,351	Pacific	702/775	89007	1,351	89007	same
ZIP Code 89011	General	Henderson	19,550	Pacific	702	89011	19,550	89011	same
ZIP Code 89012	General	Henderson	29,085	Pacific	702	89012	29,085	89012	same
ZIP Code 89014	General	Henderson	36,922	Pacific	702	89014	36,922	89014	same
ZIP Code 89015	General	Henderson	38,993	Pacific	702	89015	38,993	89015	same
ZIP Code 89018	P.O. Box	Indian Springs	1,007	Pacific	702	89018	1,007	89018	same
ZIP Code 89019	General	Jean	2,673	Pacific	702/725	89019	2,673	89019	same
ZIP Code 89021	P.O. Box	Logandale	3,605	Pacific	702	89021	3,605	89021	same
ZIP Code 89025	P.O. Box	Moapa	1,400	Pacific	702	89025	1,400	89025	same
ZIP Code 89026	Unique	Jean	150	Pacific	702/725	89026	150	89026	same
ZIP Code 89027	General	Mesquite	15,275	Pacific	702/775	89027	15,275	89027	same
ZIP Code 89029	General	Laughlin	7,546	Pacific	702/725	89029	7,546	89029	same
ZIP Code 89030	General	North Las Vegas	53,928	Pacific	725	89030	53,928	89030	same
ZIP Code 89031	General	North Las Vegas	60,589	Pacific	725	89031	60,589	89031	same
ZIP Code 89032	General	North Las Vegas	40,297	Pacific	702	89032	40,297	89032	same
ZIP Code 89039	General	Cal Nev Ari	316	Pacific	702	89039	316	89039	same
ZIP Code 89040	General	Overton	3,721	Pacific	702	89040	3,721	89040	same
ZIP Code 89044	General	Henderson	14,260	Pacific	702	89044	14,260	89044	same
ZIP Code 89046	General	Searchlight	660	Pacific	702/725	89046	660	89046	same
ZIP Code 89052	General	Henderson	47,214	Pacific	702	89052	47,214	89052	same
ZIP Code 89054	General	Sloan	105	Pacific	702/725	89054	105	89054	same
ZIP Code 89074	General	Henderson	47,095	Pacific	702	89074	47,095	89074	same
ZIP Code 89081	General	North Las Vegas	29,774	Pacific	725	89081	29,774	89081	same
ZIP Code 89084	General	North Las Vegas	21,837	Pacific	725	89084	21,837	89084	same
ZIP Code 89085	General	North Las Vegas	3,367	Pacific	725	89085	3,367	89085	same
ZIP Code 89086	General	North Las Vegas	4,726	Pacific	725	89086	4,726	89086	same
ZIP Code 89101	General	Las Vegas	46,055	Pacific	702/725	89101	46,055	89101	same
ZIP Code 89102	General	Las Vegas	35,759	Pacific	702	89102	35,759	89102	same
ZIP Code 89103	General	Las Vegas	50,519	Pacific	702	89103	50,519	89103	same
ZIP Code 89104	General	Las Vegas	39,909	Pacific	702/725	89104	39,909	89104	same
ZIP Code 89106	General	Las Vegas	25,759	Pacific	702/725	89106	25,759	89106	same
ZIP Code 89107	General	Las Vegas	36,282	Pacific	702	89107	36,282	89107	same
ZIP Code 89108	General	Las Vegas	70,123	Pacific	702	89108	70,123	89108	same
ZIP Code 89109	General	Las Vegas	7,770	Pacific	702	89109	7,770	89109	same
ZIP Code 89110	General	Las Vegas	70,994	Pacific	702	89110	70,994	89110 89112	same
ZIP Code 89113	General	Las Vegas	23,800	Pacific	702	89113	23,800	89113	same
ZIP Code 89115	General	Las Vegas	58,794	Pacific	702	89115	58,794	89115	same
ZIP Code 89117	General	Las Vegas	55,416	Pacific	702	89117	55,416	89117	same
ZIP Code 89118	General	Las Vegas	19,318	Pacific	702	89118	19,318	89118	same
ZIP Code 89119	General	Las Vegas	49,445	Pacific	702/725	89119	49,445	89119	same
ZIP Code 89120	General	Las Vegas	23,311	Pacific	702/725	89120	23,311	89120	same
ZIP Code 89121	General	Las Vegas	64,096	Pacific	702/725	89121	64,096	89121	same
ZIP Code 89122	General	Las Vegas	45,720	Pacific	702/725	89122	45,720	89122	same
ZIP Code 89123	General	Las Vegas	56,300	Pacific	702/725	89123	56,300	89123	same
ZIP Code 89124	General	Las Vegas	941	Pacific	702/725	89124	941	89124	same
ZIP Code 89128	General	Las Vegas	35,669	Pacific	702	89128	35,669	89128	same
ZIP Code 89129	General	Las Vegas	51,252	Pacific	702	89129	51,252	89129	same
ZIP Code 89130	General	Las Vegas	33,015	Pacific	702	89130	33,015	89130	same
ZIP Code 89131	General	Las Vegas	43,072	Pacific	725	89131	43,072	89131	same
ZIP Code 89134	General	Las Vegas	24,040	Pacific	702	89134	24,040	89134	same
ZIP Code 89135	General	Las Vegas	24,144	Pacific	702	89135	24,144	89135	same
ZIP Code 89138	General	Las Vegas	12,118	Pacific	702	89138	12,118	89138	same
ZIP Code 89139	General	Las Vegas	30,477	Pacific	702	89139	30,477	89139	same
ZIP Code 89141	General	Las Vegas	25,150	Pacific	702	89141	25,150	89141	same
ZIP Code 89142	General	Las Vegas	33,731	Pacific	702/725	89142	33,731	89142	same
ZIP Code 89143	General	Las Vegas	12,786	Pacific	702	89143	12,786	89143	same
ZIP Code 89144	General	Las Vegas	18,714	Pacific	702	89144	18,714	89144	same
ZIP Code 89145	General	Las Vegas	23,186	Pacific	702	89145	23,186	89145	same
ZIP Code 89146	General	Las Vegas	19,071	Pacific	702	89146	19,071	89146	same

ZIP Code 89147	General	Las Vegas	49,778	Pacific	702	89147	49,778	89147	same
ZIP Code 89148	General	Las Vegas	39,712	Pacific	702	89148	39,712	89148	same
ZIP Code 89149	General	Las Vegas	31,143	Pacific	702	89149	31,143	89149	same
ZIP Code 89156	General	Las Vegas	27,794	Pacific	702	89156	27,794	89156	same
ZIP Code 89161	General	Las Vegas	184	Pacific	702/725	89161	184	89161	same
								89165	
ZIP Code 89166	General	Las Vegas	13,209	Pacific	702	89166	13,209	89166	same
ZIP Code 89169	General	Las Vegas	23,304	Pacific	702	89169	23,304	89169	same
ZIP Code 89178	General	Las Vegas	27,588	Pacific	702	89178	27,588	89178	same
ZIP Code 89179	General	Las Vegas	2,340	Pacific	702	89179	2,340	89179	same
ZIP Code 89183	General	Las Vegas	36,005	Pacific	702	89183	36,005	89183	same
ZIP Code 89191	P.O. Box	Nellis AFB	857	Pacific	702	89191	857	89191	same

count
cases/day
max?
3rd quartile
median
1st quartile
average
standard deviation

===

89199	<5 suppressed
89195	<5 suppressed
89193	<5 suppressed
89191	<5 suppressed
89185	<5 suppressed
89180	<5 suppressed
89177	<5 suppressed
89173	<5 suppressed
89170	<5 suppressed
89164	<5 suppressed
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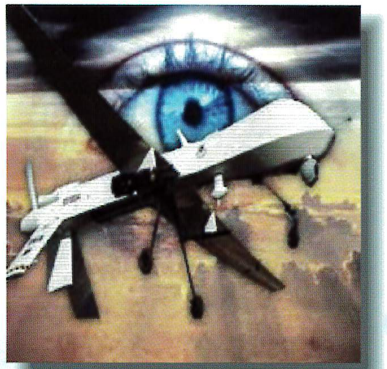
89046	<5 suppressed
89040	<5 suppressed
89039	<5 suppressed
89037	<5 suppressed
89036	<5 suppressed
89034	<5 suppressed
89033	<5 suppressed
89029	<5 suppressed
89028	<5 suppressed

The rebuilding of the WTC shows how advanced and all-encompassing the 666 Surveillance System has become. Surveillance equipment will cover the entire area, with state-of-the-art technology used, including facial recognition systems, retina scanners, and fully-automated, highly "intelligent" cameras that use artificial intelligence along with software to automatically detect any "unusual movements". There will be infrared sensors and heat detectors capable of spotting explosives and also radiation detectors. All people movements will be tracked by the computers to detect suspicious behavior and then alert the police. The WTC is a prototype of what is coming very fast. Picture this surveillance system city, state and nationwide.



All of this surveillance information can be instantly tied into the Internet through the coming national Wi-Fi. The ability for complete surveillance of your life is just a few technological advancements away.

As technology advances, just use your imagination to the ways your life can come under complete surveillance. The 666 Surveillance Society is going to be all inclusive. All this is leading to an incredible high tech mouse/man trap with no way out. This is exactly what the Bible records is going to happen: no one can buy or sell without government approval! This is not science fiction but it is reality. What is being created before your very eyes is the ultimate electronic man/mouse trap.

The Bible warns that such a system will be in place immediately prior to the Second Coming of Jesus Christ. A world dictator, the Antichrist, will come to power at this time and use the 666 Surveillance System to require everyone to worship him. Everyone that resists will be killed. Just think of the high tech of today in the hands of Hitler, and you have a picture of what is coming.

The "Mark" placed on the body will be the initiation into this system, which includes worshiping the Antichrist. This means the total rejection of Jesus Christ. The Bible warns that everyone who takes the "Mark of the Beast" will be damned for eternity. Once a person takes this "Mark," there is no hope. That person's fate is sealed. It appears that high technology will be used to seal people into this system with no way out. It will be a form of mind-control.

Revelation 14:9 … If any man … receive his mark in his forehead, or in his hand, The same shall drink of the wine of the wrath of God, which is poured out without mixture into the cup of his indignation; and he shall be tormented with fire and brimstone in the presence of the holy angels, and in the presence of the Lamb

The bible is an amazing book, as the 666 Surveillance System Prophecy was written over 1900 years ago. The events prophised are now coming into focus with this generation. In the near future, people are going to have to choose between the Antichrist or Jesus Christ. Right now you can choose Jesus Christ as your savior.

To be sealed into eternal life with Jesus Christ, it takes repentance of sin. Everyone has sinned and has broken God's law. It takes recognition that Jesus Christ died on the cross and paid the penalty for your sin, and it takes a personal confession that Jesus Christ is your Lord and Savior. Please do not delay as the stakes are heaven or hell. The 666 Surveillance System is coming together at petaflop speed!

BY JOHN P. MCTERNAN, PH.D

To keep on the cutting edge of the coming 666 Surveillance System go to:

John McTernan's Insights blog at:

JohnMcTernan.name

The Tract that Issues the Clarion Call to where Modern Technology is Heading!

The 666 Surveillance SYSTEM



City Council
Item 5 5/6/20
By: Timothy Gruber

The 666 Surveillance System

[Where is the Internet Heading?]

There is not a more spine chilling chapter in the entire Bible than Revelation 13. This chapter describes a world dictator, who appears just prior to the Second Coming of Jesus Christ. He is commonly known as the Anti-Christ or the Beast. This Beast uses a universal numbering system placed on people called "the Mark of the Beast". It is like a tattoo. No one can buy or sell without this "Mark". It seems that everyone knows about the number 666, even those with little knowledge of the Bible, as it is identified as the infamous "devil's number"! This is probably one of the best known verses in the entire Bible.

Revelation 13:16-18 And he causeth all … to receive a mark in their right hand, or in their foreheads: And that no man might buy or sell, save he that had the mark, or the name of the beast, or the number of his name. Here is wisdom. Let him that hath understanding count the number of the beast: for it is the number of a man; and his number is Six hundred threescore and six (666).

For centuries, the fulfillment of these verses was a mystery. No one could understand how a marking system could control buying and selling throughout the entire world. It no longer takes "simple faith" to believe this, as the literal fulfillment is now coming together with incredible speed right before your eyes!

Computers, Internet, Wi-Fi, social media, all modern technology, plus worldwide trends, such as a one world economic system and government, are creating conditions that can fulfill Revelation 13:16-18. As the Prophet Daniel wrote 2500 years ago, knowledge would explode at the very time the 666 Surveillance System is coming together.

Daniel 12:4 … and seal the book, even to the time of the end: many shall run to and fro, and knowledge shall be increased.

Today a person can use a c redit card virtually any place in the world. It has become the universal financial instrument. This instrument is taken for granted, but think how technologically advanced transactions have become, when a person can make a purchase in a foreign country without currency! And, this purchase then is instantly registered and the funds withdrawn!

All merchandise now is identified with a RFID label or the Quick Response (QR) Code for electronic tracking. A smart phone can read the QR Code. IBM is now working to identify and track every item manufactured and sold in the world; this is in the trillions. Then it will be very easy to match these items with the purchaser. With the rapidly advancing technology, this is not far off. The technological ability to operate a world-wide cashless economic system is now in place for a good percentage of the world. The elimination of cash is all that is needed to bring this system on line. A world-wide economic crisis could be the catalyst to set up this system.

The Bible states that no one is going to buy or sell without a "mark in the right hand or forehead". This "Mark" is in the advanced developmental stage with various applications to put "electronic tattoos" on the body. The idea is to merge technology with biotechnology. The micro-electronics technology is called an epidermal electronic system (EES). The idea is to have a substance like silk laced microelectronics that dissolves and leaves the circuits on the skin! This system is planned to be tied into a universal Wi-Fi. With this system in full operation, there will be real time monitoring of everything being sold. No one will be able buy or sell without government approval. It is on the way!

Tied into the ability to control all buying and selling will be the complete monitoring of everything concerning you. The Mark of the Beast is a numbering system and now through your Social Security Number, all information about you can be monitored. You need this number for everything from bank accounts to a driver's license along with all medical information and credit cards. Everything now revolves around your SSN. With the technology coming, everything controlled by the SSN will be centralized into one file and controlled and updated in real time. This is not theory as this is on the way.

Starting in 2013, the federal government will have the Utah Data Center (UDC) in full operation. This is a $2 billion complex with 100,000 square feet of computer space. All of the Global Information Grid will be routed through the UDC with computers that can store yottabytes **(10 to 24th power).** There is no higher magnitude!

Everything that is digitalized about you will be stored: everything, down to parking tickets! Nothing will be left out!

To handle this vast information, the computers will operate at petaflop speed a second **(10 to 15th power)**. By 2013, the computers will operate at 20 petaflops! They will break 256 bit encryption and nothing will be hidden. To transmit this vast amount of information, researchers invented chips with built-in lasers which use multiple wavelengths of light that can transmit data at terabit speeds. They are heading to create this system so it operates in real time! It is not very far into the future.

In addition to controlling buying and selling, we are now heading into a time of a total surveillance society. Every day surveillance cameras are being installed in vast numbers throughout America. Every mall is under total surveillance. By 2015, the government plans for 30,000 surveillance drones in the sky. There are now X-ray machines that can peer through the walls of your home and auto. The government is using robot insects wired with microphones for spying. There is now software that allows tracking hundreds of cellphones at once and as well reads tens of thousands of emails! Homeland Security recently admitted monitoring Facebook Twitter and Google.



All the high tech in your vehicle and cellphone can easily be tracked and stored for your location. All this will be stored in the UDC.

Healing the brokenhearted is extremely important to God. It is not a minor issue with Him but ranks right after Jesus Christ's gospel of eternal salvation. Through faith in Jesus Christ, God has provided all we need to live with a healed heart that is full of God's love and peace.

God as your Abba Father

Romans 8:15 For ye have not received the spirit of bondage again to fear; but ye have received the Spirit of adoption, whereby we cry, Abba, Father.

What is truly amazing is that the Creator of the universe wants a relationship with you as your Abba, Father! The word "abba" is the Hebrew word for "daddy." Once a person is free from the penalty of sin and has a healed heart, God desires a special relationship with him. With God as your Abba, you can completely trust Him both to protect and to provide for you in all areas of your life. You are not on your own, but you are secure with Abba who wants you to feel safe with Him.

If you grew up with an abusive father, it's probable that you will see God the same way as well. If you were raised without a father, or with a father who rejected you, then God can seem just as uncaring and distant. We really do see God in the way that we were raised as a child. That is why it is so important for parents to raise their children with love and acceptance.

As you commit your life to God through Jesus Christ, He will reveal Himself to you as Abba Father. God desires to live this way with you. It may take time, but as you stay faithful to God through his word, He will live with you as Abba Father.

Chaplain John P McTernan, Ph.D.
USAProphecy.com
McT911@AOL.com

The Prayer for the Brokenhearted

"God I confess my sin to you and repent of it. I believe that Jesus Christ shed His blood on the cross and died for my sin. I confess Jesus Christ as my Lord and Savior and realize that I now have eternal life with you as my Abba Father and my God.

I ask you as Father that you heal my broken heart. I forgive anyone who has broken my heart. Please heal it of fear, anxiety, terror, hate, depression, bitterness and rejection, and free me of drugs, alcohol and all addictions. Thank You for sending Jesus Christ to free me of sin, to heal my broken heart, and to lead me to you as my Abba Father."

Luke 4:18 The Spirit of the Lord is upon me, because he hath anointed me to preach the gospel to the poor; he hath sent me to heal the brokenhearted, to preach deliverance to the captives, and recovering of sight to the blind, to set at liberty them that are bruised,

Scan for teachings, testimonies, and radio archives on the brokenhearted ministry or visit-BindBrokenhearted.com

Jesus Christ

Came to Heal the Brokenhearted

Luke 4:18
he hath sent me to heal the brokenhearted… (KJV)

Isaiah 61:1
he hath sent me to bind up the brokenhearted…



Today there is a crisis of drug use, depression and suicide. Usually, when talking about drugs, people think cocaine, crack, heroin or marijuana. This is only part of the problem. The big picture also involves prescription drugs like Prozac and other antidepressants, along with Valium and other anxiety-related drugs. If heavy alcohol use is added, millions upon millions of people world-wide are using drugs of all types.

Added to this picture are large numbers of people who are depressed or suffering from anxiety and under severe stress, but not taking any drugs. The number of people afflicted with these issues is increasing every year. There also is the ever-increasing suicide rate. These issues are serious and can lead to the destruction of both physical and mental health and even to death.

It is very possible that people using drugs are attempting to heal the wounds of a broken heart. This is a form of self-medication because they are looking for ways to quell this deep hurt and emotional pain. Their inner pain needs healing, to be replaced by God's inner peace. This is one of the main reasons that God sent Jesus Christ: He came to heal the brokenhearted and give us that deep inner peace which we desperately need.

Symptoms of a Broken Heart

- **Fear: various forms**
- **Depression-hopelessness**
- **Constant feelings of condemnation**
- **Deep feelings of loneliness**
- **Vivid memories of traumatic events**

The Bible uses graphic words to describe what happens when a heart is broken. The picture is of a violent tearing and fracturing that shatters into pieces. If you ever have seen a picture of a severely fractured bone, this is what a broken heart looks like spiritually!

Within the broken heart lies rejection, loneliness, anger, fear, anxiety, terror, hatred, and bitterness. These emotions are what lead to panic attacks, depression, and the need for drugs. It is the broken heart that generates these emotions, which are only symptoms. The real problem is a broken heart.

What Breaks the Heart?

Divorce (this is especially devastating to children); abuse (physical, mental and sexual); abandonment; rejection; hatred; war; abortion; tragedy; and death.

This world is designed to break our heart. Once the heart is broken, there is nothing on earth that can fix it. Psychology, with all of its drugs cannot heal it. There are self-help programs with various steps to peace, but they cannot heal it. **There is nothing on earth that can heal a broken heart because the root is spiritual**. The effects of a broken heart only can be lessened or managed, but Jesus Christ is the only one who can heal it.

One of His titles is the "Great Physician," whom God sent to heal the brokenhearted. If a leg was severely fractured, a doctor would put the bones back together and bind the break. This might involve putting screws in the bone and then putting a cast around it. This is exactly the way the Great Physician heals a broken heart.

He takes all of the broken pieces and puts them together, and then binds up the heart so it can heal and remain healed! The Bible calls a broken heart a "heart of stone," but the heart healed by Jesus Christ is called a "heart of flesh." This can

Ezekiel 36:26 A new heart also will I give you, and a new spirit will I put within you: and I will take away the stony heart out of your flesh, and I will give you an heart of flesh.

The new healed heart is now in tune with God; it's able to contain God's love and peace. All those emotions that torment people now can be ended permanently, and we are set free to live with God's peace in our hearts. Through the mighty power of the Holy Spirit, God now is able to put to death the fear, anxiety and depression which torment so many people.

2 Timothy 1:7 For God hath not given us the spirit of fear; but of power, and of love, and of a sound mind.

God has designed the healed heart to contain His love and peace. As we grow in God, His love and peace grows within us, to the point that nothing can take away his peace and nothing can drain his love from our heart. God sent Jesus Christ to heal the brokenhearted, so we can live with God in the fullness of his love and peace!

The first step in healing a broken heart is to believe the gospel of Jesus Christ. Before God can heal the brokenhearted, there is the problem with sin that must be addressed. Sin is serious and people are separated from God because of it.

God sent Jesus Christ to bridge this gap. The penalty for sin is death, but Jesus Christ shed His blood and died on the cross, paying the penalty for your sin. This means forgiveness and reconciliation with God, through repentance of sin. This also gives you assurance of eternal life with God. After having the problem of sin dealt with, God is free to heal your heart.

John 3:16 For God so loved the world, that he gave his only begotten Son, that whosoever believeth in him should not perish, but have everlasting life.

The next step involves your forgiveness towards others. This forgiveness might involve another person like a parent, yourself, or even reconciling with God. Through Jesus Christ, God forgives us of all our sins, and He requires that we forgive everyone who sinned against us and broken our hearts.

Matthew 6:14 For if ye forgive men their trespasses, your heavenly Father will also forgive you:

If someone feels that the event that broke his heart was so severe that it cannot be forgiven, then that person has to turn to God and ask for God's grace and love to forgive. God will give whatever is needed for you to forgive.

This forgiveness also includes yourself, since some people have committed sins that they feel God will not forgive. This is especially true of a woman who has had an abortion. If she repents of this and turns to Jesus Christ as her Savior, then God forgives. She must accept his forgiveness to have her heart healed.

Others have a grudge against God, for whatever reason. This grudge must be confessed to God for the person's heart to be healed. Once a person forgives whatever or whomever has broken their heart, God is now free to heal that heart and set this person free.

CITY COUNCIL MEETING
5/6/2020

Copy of The Last Trumpet Newspaper
Submitted by Timothy Gruber

Submitted as backup for Item 5

The submitted item could not be attached electronically; however, it is on file with the Office of the City Clerk and is available upon request. Call 702-229-6311 or e-mail CityClerk@lasvegasnevada.gov for more information.

From: **Christine Barrello** cgcbarrello@gmail.com
Subject: WAPA
Date: May 6, 2020 at 1:18 AM
To: Christine Barrello CGCBarrello@gmail.com

FIRST REGULAR SESSION

[PERFECTED]

HOUSE COMMITTEE SUBSTITUTE FOR

HOUSE BILL NO. 559

100TH GENERAL ASSEMBLY

1186H.02P DANA RADEMAN MILLER, Chief Clerk

AN ACT

To amend chapter 262, RSMo, by adding thereto one new section relating to working animals.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Chapter 262, RSMo, is amended by adding thereto one new section, to be known as section 262.760, to read as follows:

262.760. 1. Notwithstanding any provision of law to the contrary, no law, ordinance, or rule shall be enacted by any village, town, city, or county, including any home rule city, that terminates, bans, or effectively bans, by creating undue financial hardship, the job or use of working animals or animal enterprise in commerce including, but not limited to, entertainment, transportation, education, or exhibition.

2. Nothing in this section shall alter state or federal laws or statutes that regulate animal care, public health, and safety.

3. Nothing in this section shall prevent the establishment of or alter village, town, city, or county laws, ordinances, or rules regarding animal care, public health, or public safety unless such law, ordinance, or rule is in violation of this section, in which case this section shall supersede such law, ordinance, or rule.

4. For purposes of this section, the term "working animal" shall mean any animal used for the purpose of performing a specific duty or function in commerce or animal enterprise including, but not limited to, entertainment, transportation, education, or exhibition.

✓

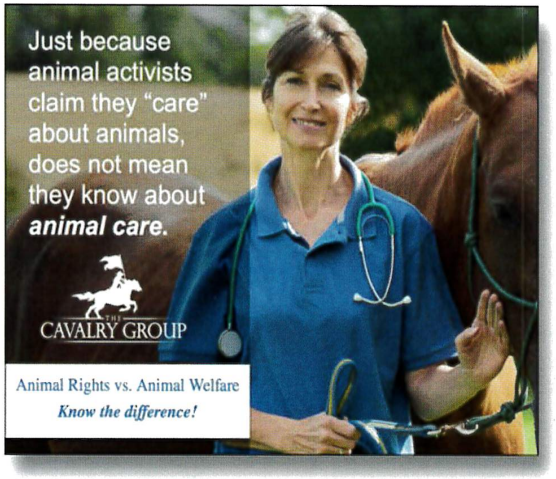
EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

nitted at City Council
te 5/6/20 Item 5
By: Christine Barrello


THE CAVALRY GROUP
★ ★ ★
CHRISTINE BARRELLO
DIRECTOR
WESTERN REGION
Email: CGCBarrello@gmail.com
Website: TheCavalryGroup.com
Office: 855-748-4210
Cell: 702-610-8949

"Animal rights groups have banked on the American public remaining unaware of what is truly behind their emotionally charged propaganda which is often nothing more than a fundraising tactic for their radical agenda to destroy legal animal businesses."

~ Mindy Patterson, President, The Cavalry Group

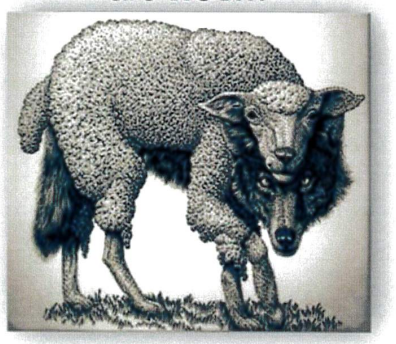


Websites to research:

TheCavalryGroup.com
ConsumerFreedom.com
HumaneWatch.org
ActivistFacts.com
NAIAonline.org
AnimalAgAlliance.org
ProtectTheHarvest.com
SpeakingOfResearch.com
TruthAboutFur.com
TruthInFood.com

Beware:

ANIMAL RIGHTS groups **MASQUERADE** as something they are **NOT**...



advancing their **AGENDA** through legislation and regulation to **DESTROY** animal ownership & animal enterprise in **AMERICA.**

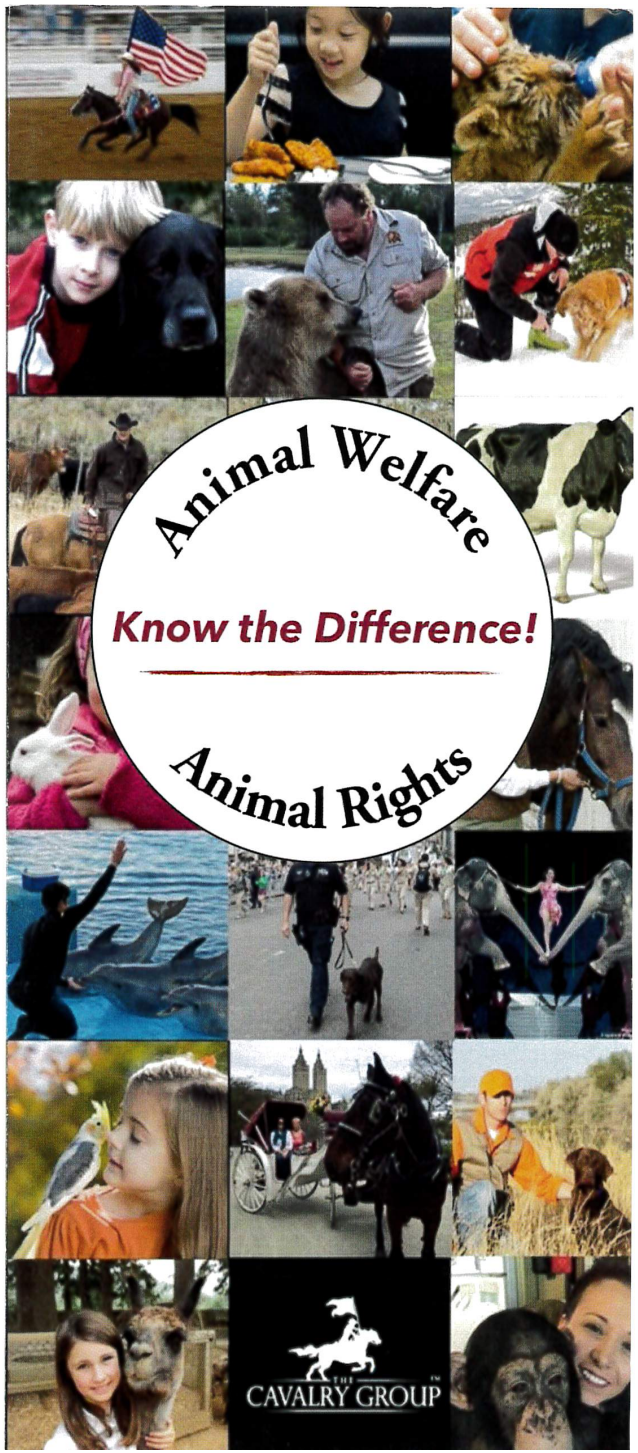
THE CAVALRY GROUP™
PROTECTING AND DEFENDING ANIMAL ENTERPRISE

The Cavalry Group
P.O. Box 147
Grover, Missouri 63040

Email: Cavalry@TheCavalryGroup.com

Call Toll Free:
855-748-4210

Website:
www.TheCavalryGroup.com



For the Love of Animals

Animal Welfare: Animal welfare endorses the responsible use of animals from companionship, sport, education and entertainment to food, fiber, and medical research. Animal welfare ensures the practice of animal husbandry and includes making certain that an animal's basic needs are fulfilled including, food, shelter, and veterinary care.



Whether you own a pet or make regular visits to your local zoo, chances are you love animals. But are you aware of the deceptive movement to remove animals from our daily lives?

In order to recognize this deception, it's important to understand the difference between animal welfare and animal rights.

Time-tested agricultural practices to ensure the health and safety of both people and animals have been redefined as 'inhumane' treatment of animals by animal rights groups who have an emotion-based agenda.

These animal rights groups pressure, infiltrate, and influence law makers, government agencies, and inspectors to increasingly make use of fines, seizures, and PR campaigns that are based more in an effort to appeal to public sentiment than they are in the letter of the law or the standard best practices of those who *raise, breed, and work with animals.*

Beware of 'Animal Rights'

Animal Rights: An ideology based on emotion, not science or facts, and advocates that animals are equal to humans. Animal rights extremists use bully tactics and coercion to promote their deceptive campaigns for consumer rejection of all animal use, regardless of humane care. The ultimate goal for animal extremists is for the elimination of all animals from human care and use.

The animal rights extremists count on the public to remain ignorant about their goals so they may continue to raise money based on lies, false information, and propaganda. These radical groups use the funds they raise on lawyers and lobbyists as well as ballot initiatives and legislative campaigns at the local, state, and federal levels to advance their deceptive agenda.

Some of the high-profile animal rights organizations include: the deceptively named Humane Society of the United States (HSUS), People for the Ethical Treatment of Animals (PETA), American Society for the Prevention of Cruelty of Animals (ASPCA), Animal Welfare Institute (AWI), all frequently promote fundraising campaigns with the promise of helping neglected and abused pets. However, most of these groups, which claim to be cash-strapped animal protection agencies, don't own a shelter. Instead, these organizations spend their money on lobbying and deceptive legislation to take away our rights to own, raise, and breed animals. And that includes animals raised for food.

These radical groups claim to "care" about animals – but know little or nothing about animal care.

Please help to spread the truth and educate others about the dangerous and deceptive animal rights agenda.

The Agenda of Animal Rights

THE CAVALRY GROUP™

Animal Rights groups are cleverly using the legislative system at the local, state and federal levels to make regulatory changes to ALL animal enterprise by pushing their deceptive agenda which will result in fewer animals and fewer farms. Their goals are:

- ✓ Abolition of pet and all animal ownership.
- ✓ Abolition of animal exhibits at fairs, zoos, circuses, rodeos, animal parks, petting zoos, and aquariums.
- ✓ Abolition of horse drawn carriages.
- ✓ Abolition of horseback riding & equine sports.
- ✓ Abolition of fur, leather, sheep skin products.
- ✓ Abolition of hunting, fishing, trapping.
- ✓ Abolition of 4-H and Future Farmers of America (FFA).
- ✓ Abolition of all biotechnology benefitting humans and animals including medical advancements, treatments, and surgical procedures.



- ✓ Abolition of animal education in the classroom.
- ✓ Abolition of animals as private property.
- ✓ Abolition of all animal agriculture - *meat, dairy, and egg consumption.*

"My goal is the abolition of all animal agriculture."
John J.P. Goodwin, Grassroots Coordinator, Humane Society of the U.S.

Animal Rights means, No Animals Left.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
6

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the February 26, 2020 Special City Council Meeting and the April 1, 2020 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
8

DEPARTMENT: City Manager **CONSENT**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the ratification of the acceptance of four grant awards from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2017 and 2019 Urban Area Security Initiative (UASI) and the Fiscal Year 2017 and 2018 State Homeland Security Program (SHSP) totaling $397,595.78 for the Department of Fire and Rescue for the Metropolitan Medical Response System-PPE, for Covid-19 response - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The four subject grant awards were accepted by the City Manager on April 14, 2020 under authority granted by R-12-2020. These funds represent the unspent balances from previous federal fiscal year awards. The four grants totaling $397,595.78 are specifically for the purchase of personal protective equipment.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. FY17 UASI Grant Award Letter ($96,620.98), Budget Detail, Assurances, and Reobligation Guidelines - Grant Performance Period End Date of August 31, 2020
2. FY17 SHSP Grant Award Letter ($226,244.80), Budget Detail, Assurances, and Reobligation Guidelines - Grant Performance Period End Date of August 31, 2020
3. FY18 SHSP Grant Award Letter ($4,560), Budget Detail, Assurances, and Reobligation Guidelines - Grant Performance Period End Date of August 31, 2021
4. FY19 UASI Grant Award Letter ($70,170), Budget Detail, Assurances, and Reobligation Guidelines - Grant Performance Period End Date of August 31, 2022

Steve Sisolak
Governor

Nevada Department of
Public Safety

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Justin Luna
Chief

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

April 9, 2020

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

Dear Mayor Goodman:

RE: Federal Fiscal Year 2017, Homeland Security Grant Award

The Department of Public Safety's Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2017, Urban Area Security Initiative (UASI) supplemental grant award in the amount of $96,620.98 for City of Las Vegas, Metropolitan Medical Response System, Personal Protective Equipment.

The grant performance period is April 9, 2020 – August 31, 2020. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

The grant award package includes the grant award, approved budget, investment justifications, assurances and reobligation guidelines. Please be aware that any modifications to the approved budget will require approval in advance from this division through a "project change request" form. The assurances, along with the grant award documents, have been updated for the FFY 2017 grant cycle. Please review these documents carefully to ensure compliance.

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

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

Best regards,

Justin Luna, Chief

JL/sw

Attachments: Grant Award
Budget
Assurances
Reobligation Guidelines

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

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

Sub Grant Award			
		FAIN NUMBER:	EMW-2017-SS-00006
SUBGRANTEE:	**City of Las Vegas**	**CFDA / PROJECT NO:**	97067.17-3100
ADDRESS:	495 S. Main St., Las Vegas, NV 89101	**NDEM DUNS:**	607025848
PROGRAM NAME:	Department of Homeland Security (DHS) Grant FFY17 - StUrban Area Security Initiative (UASI)	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Metropolitan Medical Response System - PPE	**SUBGRANTEE GRANT FUNDS:**	$96,620.98
SUBGRANTEE AWARD PERIOD:	**April 9, 2010 - August 31, 2020**	**SUBGRANTEE MATCHING FUNDS:**	$0.00
FEDERAL AWARD PERIOD TO DEM:	**September 1, 2017 - August 31, 2020**	**TOTAL SUBGRANTEE AWARD:**	$96,620.98
FEDERAL AWARD AMOUNT TO DEM:	**$6,589,000.00**		
Special Notes: PPE Equipment for COVID 19 Response			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System - PPE		$96,620.98
SUBGRANTEE FEDERAL GRANT TOTAL		**$96,620.98**
SUB-GRANTEE MATCH TOTAL		**$0.00**

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Justin Luna 4-10-2020	X Carolyn G. Goodman 4/14/20 PER EMERG. DECLARATION
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form: 4/13/2020
Dimitri P. Dalacas Date
Deputy City Attorney

ORIGINAL

City Council - Page 87 By: LuAnn D. Holmes, MMC, City Clerk

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

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

Sub Grant Award			
		FAIN NUMBER:	EMW-2017-SS-00006
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PROJECT TITLE:	Metropolitan Medical Response System - PPE	**SUBGRANTEE GRANT FUNDS:**	$96,620.98
SUBGRANTEE AWARD PERIOD:	**April 9, 2010 - August 31, 2020**	**SUBGRANTEE MATCHING FUNDS:**	$0.00
FEDERAL AWARD PERIOD TO DEM:	**September 1, 2017 - August 31, 2020**	**TOTAL SUBGRANTEE AWARD:**	$96,620.98
FEDERAL AWARD AMOUNT TO DEM:	**$6,589,000.00**		
Special Notes: PPE Equipment for COVID 19 Response			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System - PPE		$96,620.98
SUBGRANTEE FEDERAL GRANT TOTAL		**$96,620.98**
SUB-GRANTEE MATCH TOTAL		**$0.00**

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding.
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X J Luna 4-10-2020	X C. Goodman PER EMERG. DECLARATION
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form
4/13/2020
Dimitri P. Dalacas Date
Deputy City Attorney

CONFIRMATION COPY

Attest By:
LuAnn D. Holmes, MMC, City Clerk

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY 2017
LINE ITEM DETAIL BUDGET

	Agency Name	City of Las Vegas	Project Manager Name & Contact #	Chris Sproule		Grant Manager Name & Contact #	Chris Sproule						
	IJ TITLE:	MMRS PPE											
		One Budget Per Funding Stream UASI											
Line #	CATEGORY	EQUIPMENT DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	Approved Strategic Capacity	Core Capability	AEL Ref # (if AEL is not listed this will not be approved)	Requested Funding Source	
	Equipment	DESCRIPTION OF EQUIPMENT ACTIVITES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION - NO TRAVEL IN THIS CATEGORY - NO OVERTIME IN THIS CATEGORY, MUST HAVE AN AEL											
	EHP Required prior to procurement / See 2nd tab to determine whether your project requires EHP Screening												
40		Personal Protective Equipment				1.00	96,620.98	$ 96,620.98					
41								$ -					
42								$ -					
43								$ -					
44								$ -					
45								$ -					
46								$ -					
47								$ -					
48								$ -					
49								$ -					
	EQUIPMENT Sub-Total							$ 96,620.98					
EQUIPMENT COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.													
Narrative HERE													
										Budget Total Request	$ 96,620.98		

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars, 2 CFR PART 220, 2 CFR PART 215, 2 CFR PART 230, A-128, A-133, 2 CFR PART 225; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR PART 66, Common Rule, that govern the application, acceptance and use of Federal funds for this Federally-assisted project. Administrative Requirements 2 CFR PART 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR PART 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR PART 225, State and Local Governments, 2 CFR PART 220, Educational Institutions, 2 CFR PART 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-Part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

III. It will comply with provisions of Federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc.; and possible project alternatives. For certain, types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including PART 18, Administrative Review Procedure; PART 20, Criminal Justice Information Systems; PART 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; PART 30, Intergovernmental Review of Department of Justice Programs and Activities; PART 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; PART 61, Procedures for Implementing the National Environmental Policy Act; PART 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR PART 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR PART 35 and PART 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VII of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VII, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order 13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the Federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a Federal or state court or Federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, PART 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that Federal agencies tie Federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect Federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, Federal preparedness funding from any Federal sources should examine the applicable grant guidance to determine eligibility requirements.

XX. **VICTIMS PROTECTION ACT OF 2000**

Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

XXI. CLASSIFIED NATIONAL SECURITY INFORMATION

"Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

XXII. TRANSPARENCY ACT

As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

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

NAME: SCOTT ADAMS TITLE: CITY MANAGER

SIGNATURE: _____ DATE: 4/14/20

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

Approved as to Form: 4/13/2020
Dimitri P. Delacas Date
Deputy City Attorney

Attest By:
LuAnn D. Holmes, MMC, City Clerk

FEDERAL CERTIFICATIONS NEW

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR PART 69, "New Restrictions on Lobbying" and 28 CFR PART 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - DHS Specific Acknowledgements and Assurances
All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

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

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C.20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above. The United States has the right to seek judicial enforcement of these obligations.

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

Article IV - Use of DHS Seal, Logo and Flags
All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001
All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections175 175c

Article VI - Universal Identifier and System of Award Management (SAM)
All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Rehabilitation Act of 1973
All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article IX - Trafficking Victims Protection Act of 2000
All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article X - Terrorist Financing
All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XI - SAFECOM
All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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

Article XIII - Procurement of Recovered Materials
All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIV - Patents and Intellectual Property Rights
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

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

Article XVI - Non-supplanting Requirement
All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVII - Lobbying Prohibitions
All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

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

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

Article XX - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in

accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

Article XXII - Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXIII - Age Discrimination Act of 1975
All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 *et seq.),* which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

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

Article XXV - Acknowledgment of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

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

Article XXVII - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVIII - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXIX - Energy Policy and Conservation Act
All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

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

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

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

Article XXXIV - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXV - Civil Rights Act of 1968
All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVI - Civil Rights Act of 1964 - Title VI
All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*),which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVII - Acceptance of Post Award Changes for the State of Nevada
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval Modification of Approved Budget (for the State of Nevada only)
Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/ FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

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

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

NAME: SCOTT ADAMS TITLE: CITY MANAGER

SIGNATURE: _____ DATE: 4/14/20

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

Approved as to Form: 4/13/2020
Dimitri P. Dalacas Date
Deputy City Attorney

Attest By:
LuAnn D. Holmes, MMC, City Clerk

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any Federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $750,000 from Federal Awards. If the sub-grantee has expended more than $750,000 in Federal dollars, a copy of the sub recipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantees who expend less than the required $750,000 under the Federal Single Audit Act (31 U.S.C. paragraph, 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR PART 215, whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, PART 220, 2 CFR PART 225, 2 CFR PART 230, whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. **Sub-Grantees are required to adhere to the Department of Public Safety, Division of Emergency Management, and Office of Homeland Grant Management Guide.**
4. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*) (if applicable), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

5. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 2 CFR PART 200 and 2 CFR PART 215, PART 225, PART 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 2 CFR PART 200, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
6. Indirect cost rates (IDC) included in the budget and application process are subject to the requirements of Appendix E (Indirect Cost Proposal Rates) in the CFR applicable to the sub-grantee agency (i.e., *2 CFR PART 215,PART 225, PART 230, as applicable*). All DEM approved indirect cost rates are determined by the specific grant program.
7. FY2016 Notice of Funding Opportunity, the section titled, Indirect (Facilities & Administrative (F&A) Cost states: A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect cost may be charged to the award. If a subgrantee does not have a current negotiated Indirect Cost Rate agreement at the time of application is submitted, they may not allocate or charge indirect cost to the award. However, if a subgrantee obtains an Indirect Cost agreement during the award performance period, the State of Nevada SAA could submit a budget revision request as indirect costs are allowable. The subgrantee would need to specify what cost categories the cost "savings" comes from and how the reallocation of funds would impact the workplan. (EMPG Only)
8. All IDC rates for sub-grantee applications and change requests for grant Federal fiscal year 2014, 2015 and 2016 will be subject to the specific grant program language. No project change requests will be approved to change an indirect cost rate unless pre approved by FEMA.
9. Sub-grantees will comply with the Federal Granting Agency policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
10. Sub-grantees are subject to compliance with Information Bulletin (IB) 407, dated March 9, 2016,

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

11. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to Information Bulletin (IB) 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding. (if applicable)
    a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
        1. The equipment was purchased with FEMA preparedness grant funding. (if applicable)
        2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
    b. Sustainment costs are eligible under the equipment category unless the equipment is Management & Administration (M&A) related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 30 days following the end of the grant performance period. If the sub-grantee has requested an extension the report must be submitted no later than 15 days after the last day of the approved extension. Sub-grantees may not obligate funds at the end of extension and use the State Administrative Agent's (SAA) close out period to submit reports/expenditures unless extenuation circumstances exist and the approval is issued in writing to the sub-grantee. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.

   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report (all grants)
   b. Quarterly Progress Summary (all grants)
   c. Program Narrative
   d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
   e. Quarterly Project Plan/Work Plan (*EMPG*)
   f. DEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds
   g. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines. (HSGP only)
2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.
3. It is the responsibility of all sub-grantees to know and adhere to the Nevada Revised Statue (NRS) and the United States General Services Administration (GSA) or their own established policies whichever is more restrictive regarding travel and per diem rates. The submission of travel must include the following and

must adhere to the following.

a. Travel claim signed by the traveler with all receipts such as, hotel, parking, shuttle, taxi, rental car to include additional fuel cost, conference fee invoice, flight invoice, internet search map for mileage reimbursement, formal or informal agenda from the inviting agency.

b. Travel will not be reimbursed if the request exceeds the GSA rate found on www.gsa.gov DEM will reimburse the maximum lodging rates with a receipt and the prorated taxes on that amount only.

c. Rental cars will only be considered if necessary with documented justification. For example the venue is located offsite and it would cost more for taxi, shuttle etc., a rental car is allowable. Rental cars are to be used solely for business travel. Mileage on rental cars will be reviewed.

d. Travel must be accomplished by the least expensive mode practicable; DEM may request additional information if not provided at the time of submission for reimbursement.

e. Meals provide by conference fees or other means such as invitational travel must deduct meals provided from the per diem rate. This includes Emergency Management Institute (EMI), DEM will only reimburse for the Meal Ticket cost and travel days to and from EMI.

f. Traveler will only be allowed 75% of the per diem for the first and last day of travel unless the sub grantee submits a more practical and approved process.

g. Travelers must travel at a minimum of a 50 mile radius outside of their duty station or their home/departure whichever is closer to their destination to be reimbursed for per diem and lodging. Travelers may request mileage and parking if they are within the 50 mile radius of their duty station.

h. Cancelation fees will not be reimbursed unless a justification is submitted to DEM for review and approval.

i. Food may be provided by the sub-grantee only when necessary for the continuity of a training, exercise or meeting. Trainings, exercises or meetings must be over 6 hours in length, must stay within the per diem set forth by GSA, must be stated on the agenda "working lunch", must notify the stakeholders that they may not claim the per diem elsewhere. Must submit justification for each request outside the line item detail budget approval and must have prior written approval by the SAA to provide food. The pre-approval must be submitted with each monthly or quarterly report for reimbursement.

j. Travel as well as all grant expenditures must adhere to the following:

Reasonable - A prudent person would have purchased this item and paid this price. A cost may be considered reasonable if the nature of the goods or services, and the price paid for the goods or services, reflects the action that a prudent person would have taken given the prevailing circumstances at the time the decision to incur the cost was made.

Allocable - Expenses can be allocated to the federal grant or contract activity based on benefit derived, cause and effect, or other equitable relationship.

Consistently Treated - Like expenses must be treated the same in like circumstances.

Allowable - Permitted as a direct cost under the terms of a specific grant or contract.

k. DEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow 2 CFR PART 200, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.
5. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the

complete copy of the Guidelines

6. **Sub-Grantees are required to adhere to the Department of Public Safety, Division of Emergency Management, and Office of Homeland Grant Management Guide.**
7. DEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the DEM no later than 30 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report (all grants)
   b. Quarterly Progress Summary (all grants)
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines and must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.
   a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.
   c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
      1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

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

1. As required by 2 CFR PART 200 equipment, the DEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $5,000.00 per unit threshold.
2. **It is important to safe guard all equipment, therefore this is a new requirement starting in Federal Fiscal Year 2014 that all sub-grantees have a policy to safeguard items that cost below $5,000 which would be considered "high risk" for personnel use or theft. These items may include computer equipment, cell phones, iPad or items that may be assigned to an employee.**
3. As required by 2 CFR PART 200, equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 2 CFR PART 200, which applies a federally mandated $5,000.00 per unit threshold.
4. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
5. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
6. Property tags are placed on equipment.
7. At a minimum, a physical inventory of the federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 2 CFR PART 200 or by jurisdictional regulation or guidance. The certified inventory is required to be sent to DEM electronically for review. DEM may desk audit the inventory or may elect to complete a site visit.
8. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
    a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA
    b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however whenever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.
    c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
9. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

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

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall follow 2 CFR Appendix A Part 220 and 2 CFR 200.315. All publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-

grantee in the performance of its obligations under this grant shall be provided to the State of Nevada for review and archival in the grant file.

2. Whenever possible equipment, real property, public service announcements, etc., should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS." (example only for HSGP grants- other grants please see DEM) All items above must be prior approved before procuring.
3. Under Section I. 1 and 2. above all items must be pre-approved in advance by DEM in order to be reimbursable. Federal granting agency retains ownership of all publications, inventions, patents, photographs, negatives, books, drawings, records, documents or other material prepared by the sub-grantee in the performance of its obligations to the grant.

IX. IDEMNIFICATION

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, if applicable, sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts *or* omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

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

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides or specific DHS, FEMA, DOE federal grant guidance. All contract scope of work must be reviewed and approved by DEM. All contracts must be submitted for the grant file and debarment searches must be provided in hard copy for DEM records.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the 2 CFR PART 200, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.
4. All contracts and or procurement will follow the open and free competitive bid process.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead Federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System

Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other Federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR PART 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR PART 220, Cost Principles for Educational Institutions (*OMB 2 CFR, PART 220*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR PART 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR PART 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 2 CFR PART 200, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements
4. Renovation/Upgrades, Modifications to existing structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for Information Bulletin (IB) 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

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

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to implement

audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.

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

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

NAME: SCOTT ADAMS TITLE: CITY MANAGER

SIGNATURE: _____ DATE: 4/14/20

- Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

Approved as to Form: 4/13/2020
Dimitri P. Dalacas Date
Deputy City Attorney

Attest By:
LuAnn D. Holmes, MMC, City Clerk

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Steve Sisolak
Governor

Nevada Department of
Public Safety

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Justin Luna
Chief

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

April 13, 2020

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

Dear Mayor Goodman:

RE: Federal Fiscal Year 2017, Homeland Security Grant Award

The Department of Public Safety's Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2017, State Homeland Security Program (SHSP) supplemental grant award in the amount of $226,244.80 for City of Las Vegas, Metropolitan Medical Response System, Personal Protective Equipment.

The grant performance period is April 9, 2020 – August 31, 2020. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

The grant award package includes the grant award, approved budget, investment justifications, assurances and reobligation guidelines. Please be aware that any modifications to the approved budget will require approval in advance from this division through a "project change request" form. The assurances, along with the grant award documents, have been updated for the FFY 2017 grant cycle. Please review these documents carefully to ensure compliance.

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

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

Best regards,

Justin Luna, Chief

JL/sw

Attachments: Grant Award
Budget
Assurances
Reobligation Guidelines

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

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

Sub Grant Award			
		FAIN NUMBER:	EMW-2017-SS-00006
SUBGRANTEE:	**City of Las Vegas**	**CFDA / PROJECT NO:**	97067.17-3000
ADDRESS:	495 S. Main St., Las Vegas, NV 89101	**NDEM DUNS:**	607025848
PROGRAM NAME:	Department of Homeland Security (DHS) Grant FFY17 - State Homeland Security Program (SHSP)	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Metropolitan Medical Response System - PPE	**SUBGRANTEE GRANT FUNDS:**	$226,244.80
SUBGRANTEE AWARD PERIOD:	**April 13, 2010 - August 31, 2020**	**SUBGRANTEE MATCHING FUNDS:**	$0.00
FEDERAL AWARD PERIOD TO DEM:	**September 1, 2017 - August 31, 2020**	**TOTAL SUBGRANTEE AWARD:**	$226,244.80
FEDERAL AWARD AMOUNT TO DEM:	**$6,589,000.00**		
Special Notes: PPE Equipment for COVID 19 Response			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System - PPE		$226,244.80
SUBGRANTEE FEDERAL GRANT TOTAL		**$226,244.80**
SUB-GRANTEE MATCH TOTAL		**$0.00**

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X [signature] 4-13-2020	X [signature] FOR C. GOODMAN
Signature of Approving Official Date:	Signature of Approving Official Date:

4/14/20 PER EMERG. ORDER

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form:
[signature] 4/14/2020
Dimitri P. Dalacas Date
Deputy City Attorney

ORIGINAL

Attest By: [signature]
LuAnn D. Holmes, MMC, City Clerk

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

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

Sub Grant Award			
		FAIN NUMBER:	EMW-2017-SS-00006
SUBGRANTEE:	**City of Las Vegas**	**CFDA / PROJECT NO:**	97067.17-3000
ADDRESS:	495 S. Main St., Las Vegas, NV 89101	**NDEM DUNS:**	607025848
PROGRAM NAME:	Department of Homeland Security (DHS) Grant FFY17 - State Homeland Security Program (SHSP)	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Metropolitan Medical Response System - PPE	**SUBGRANTEE GRANT FUNDS:**	$226,244.80
SUBGRANTEE AWARD PERIOD:	**April 13, 2010 - August 31, 2020**	**SUBGRANTEE MATCHING FUNDS:**	$0.00
FEDERAL AWARD PERIOD TO DEM:	**September 1, 2017 - August 31, 2020**	**TOTAL SUBGRANTEE AWARD:**	$226,244.80
FEDERAL AWARD AMOUNT TO DEM:	**$6,589,000.00**		
Special Notes: PPE Equipment for COVID 19 Response			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System - PPE		$226,244.80
SUBGRANTEE FEDERAL GRANT TOTAL		**$226,244.80**
SUB-GRANTEE MATCH TOTAL		**$0.00**

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X [signature] 4-3-2020	X [signature] For C. Goodman
Signature of Approving Official Date:	Signature of Approving Official Date:
	4/14/20 PER EMERG. DECLARATION

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form:
[signature] 4/14/2020
Dimitri P. Dalacas Date
Deputy City Attorney

CONFIRMATION COPY

Attest By: [signature]
LuAnn D. Holmes, MMC, City Clerk

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY 2017
LINE ITEM DETAIL BUDGET

	Agency Name	City of Las Vegas	Project Manager Name & Contact #	Chris Sproule		Grant Manager Name & Contact #	Chris Sproule						
	IJ TITLE:	MMRS PPE											
		One Budget Per Funding Stream											
		SHSP											
Line #	CATEGORY	EQUIPMENT DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	Approved Strategic Capacity	Core Capability	AEL Ref # (if AEL is not listed this will not be approved)	Requested Funding Source	
	Equipment	DESCRIPTION OF EQUIPMENT ACTIVITES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION - NO TRAVEL IN THIS CATEGORY - NO OVERTIME IN THIS CATEGORY, MUST HAVE AN AEL											
	EHP Required prior to procurement / See 2nd tab to determine whether your project requires EHP Screening												
40		Personal Protective Equipment				1.00	226,244.80	$ 226,244.80					
41								$ -					
42								$ -					
43								$ -					
44								$ -					
45								$ -					
46								$ -					
47								$ -					
48								$ -					
49								$ -					
	EQUIPMENT Sub-Total							$ 226,244.80					
EQUIPMENT COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.													
Narrative HERE													
										Budget Total Request	$ 226,244.80		

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars, 2 CFR PART 220, 2 CFR PART 215, 2 CFR PART 230, A-128, A-133, 2 CFR PART 225; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR PART 66, Common Rule, that govern the application, acceptance and use of Federal funds for this Federally-assisted project. Administrative Requirements 2 CFR PART 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR PART 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR PART 225, State and Local Governments, 2 CFR PART 220, Educational Institutions, 2 CFR PART 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-Part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

III. It will comply with provisions of Federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc.; and possible project alternatives. For certain, types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including PART 18, Administrative Review Procedure; PART 20, Criminal Justice Information Systems; PART 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; PART 30, Intergovernmental Review of Department of Justice Programs and Activities; PART 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; PART 61, Procedures for Implementing the National Environmental Policy Act; PART 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR PART 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR PART 35 and PART 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VII of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VII, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order 13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the Federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a Federal or state court or Federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, PART 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that Federal agencies tie Federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect Federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, Federal preparedness funding from any Federal sources should examine the applicable grant guidance to determine eligibility requirements.

XX. **VICTIMS PROTECTION ACT OF 2000**
Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

XXI. CLASSIFIED NATIONAL SECURITY INFORMATION

"Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

XXII. TRANSPARENCY ACT

As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

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

NAME: SCOTT ADAMS TITLE: CITY MANAGER

SIGNATURE: _____ DATE: 4/14/20

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

Approved as to Form: 4/14/2020
Dimitri P. Dalacas Date
Deputy City Attorney

Attest By: _____
LuAnn D. Holmes, MMC, City Clerk

FEDERAL CERTIFICATIONS NEW

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR PART 69, "New Restrictions on Lobbying" and 28 CFR PART 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - DHS Specific Acknowledgements and Assurances
All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

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

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C.20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above. The United States has the right to seek judicial enforcement of these obligations.

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

Article IV - Use of DHS Seal, Logo and Flags
All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001
All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections175 175c

Article VI - Universal Identifier and System of Award Management (SAM)
All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Rehabilitation Act of 1973
All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article IX - Trafficking Victims Protection Act of 2000
All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article X - Terrorist Financing
All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XI - SAFECOM
All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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

Article XIII - Procurement of Recovered Materials
All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIV - Patents and Intellectual Property Rights
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

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

Article XVI - Non-supplanting Requirement
All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVII - Lobbying Prohibitions
All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

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

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

Article XX - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in

accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

Article XXII - Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXIII - Age Discrimination Act of 1975
All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 *et seq.),*which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

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

Article XXV - Acknowledgment of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

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

Article XXVII - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVIII - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXIX - Energy Policy and Conservation Act
All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

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

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

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

Article XXXIV - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXV - Civil Rights Act of 1968
All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVI - Civil Rights Act of 1964 - Title VI
All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*),which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVII - Acceptance of Post Award Changes for the State of Nevada
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval Modification of Approved Budget (for the State of Nevada only)
Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/ FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

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

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

NAME: SCOTT ADAMS TITLE: CITY MANAGER

SIGNATURE: _____ DATE: 4/14/20

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

Approved as to Form: 4/14/2020
Dimitri P. Dalacas Date
Deputy City Attorney

Attest By:
LuAnn D. Holmes, MMC, City Clerk

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any Federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $750,000 from Federal Awards. If the sub-grantee has expended more than $750,000 in Federal dollars, a copy of the sub recipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantees who expend less than the required $750,000 under the Federal Single Audit Act (31 U.S.C. paragraph, 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR PART 215, whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, PART 220, 2 CFR PART 225, 2 CFR PART 230, whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. **Sub-Grantees are required to adhere to the Department of Public Safety, Division of Emergency Management, and Office of Homeland Grant Management Guide.**
4. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*) (if applicable), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

5. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 2 CFR PART 200 and 2 CFR PART 215, PART 225, PART 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 2 CFR PART 200, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
6. Indirect cost rates (IDC) included in the budget and application process are subject to the requirements of Appendix E (Indirect Cost Proposal Rates) in the CFR applicable to the sub-grantee agency (i.e., *2 CFR PART 215,PART 225, PART 230, as applicable*). All DEM approved indirect cost rates are determined by the specific grant program.
7. FY2016 Notice of Funding Opportunity, the section titled, Indirect (Facilities & Administrative (F&A) Cost states: A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect cost may be charged to the award. If a subgrantee does not have a current negotiated Indirect Cost Rate agreement at the time of application is submitted, they may not allocate or charge indirect cost to the award. However, if a subgrantee obtains an Indirect Cost agreement during the award performance period, the State of Nevada SAA could submit a budget revision request as indirect costs are allowable. The subgrantee would need to specify what cost categories the cost "savings" comes from and how the reallocation of funds would impact the workplan. (EMPG Only)
8. All IDC rates for sub-grantee applications and change requests for grant Federal fiscal year 2014, 2015 and 2016 will be subject to the specific grant program language. No project change requests will be approved to change an indirect cost rate unless pre approved by FEMA.
9. Sub-grantees will comply with the Federal Granting Agency policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
10. Sub-grantees are subject to compliance with Information Bulletin (IB) 407, dated March 9, 2016,

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

11. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to Information Bulletin (IB) 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding. (if applicable)
    a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
        1. The equipment was purchased with FEMA preparedness grant funding. (if applicable)
        2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
    b. Sustainment costs are eligible under the equipment category unless the equipment is Management & Administration (M&A) related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 30 days following the end of the grant performance period. If the sub-grantee has requested an extension the report must be submitted no later than 15 days after the last day of the approved extension. Sub-grantees may not obligate funds at the end of extension and use the State Administrative Agent's (SAA) close out period to submit reports/expenditures unless extenuation circumstances exist and the approval is issued in writing to the sub-grantee. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.
   As applicable for grant programs, reports consist of, but are not limited to:
    a. Division of Emergency Management Quarterly Financial Report (all grants)
    b. Quarterly Progress Summary (all grants)
    c. Program Narrative
    d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
    e. Quarterly Project Plan/Work Plan (*EMPG*)
    f. DEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds
    g. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines. (HSGP only)
2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.
3. It is the responsibility of all sub-grantees to know and adhere to the Nevada Revised Statue (NRS) and the United States General Services Administration (GSA) or their own established policies whichever is more restrictive regarding travel and per diem rates. The submission of travel must include the following and

must adhere to the following.

a. Travel claim signed by the traveler with all receipts such as, hotel, parking, shuttle, taxi, rental car to include additional fuel cost, conference fee invoice, flight invoice, internet search map for mileage reimbursement, formal or informal agenda from the inviting agency.

b. Travel will not be reimbursed if the request exceeds the GSA rate found on www.gsa.gov DEM will reimburse the maximum lodging rates with a receipt and the prorated taxes on that amount only.

c. Rental cars will only be considered if necessary with documented justification. For example the venue is located offsite and it would cost more for taxi, shuttle etc., a rental car is allowable. Rental cars are to be used solely for business travel. Mileage on rental cars will be reviewed.

d. Travel must be accomplished by the least expensive mode practicable; DEM may request additional information if not provided at the time of submission for reimbursement.

e. Meals provide by conference fees or other means such as invitational travel must deduct meals provided from the per diem rate. This includes Emergency Management Institute (EMI), DEM will only reimburse for the Meal Ticket cost and travel days to and from EMI.

f. Traveler will only be allowed 75% of the per diem for the first and last day of travel unless the sub grantee submits a more practical and approved process.

g. Travelers must travel at a minimum of a 50 mile radius outside of their duty station or their home/departure whichever is closer to their destination to be reimbursed for per diem and lodging. Travelers may request mileage and parking if they are within the 50 mile radius of their duty station.

h. Cancelation fees will not be reimbursed unless a justification is submitted to DEM for review and approval.

i. Food may be provided by the sub-grantee only when necessary for the continuity of a training, exercise or meeting. Trainings, exercises or meetings must be over 6 hours in length, must stay within the per diem set forth by GSA, must be stated on the agenda "working lunch", must notify the stakeholders that they may not claim the per diem elsewhere. Must submit justification for each request outside the line item detail budget approval and must have prior written approval by the SAA to provide food. The pre-approval must be submitted with each monthly or quarterly report for reimbursement.

j. Travel as well as all grant expenditures must adhere to the following:
Reasonable - A prudent person would have purchased this item and paid this price. A cost may be considered reasonable if the nature of the goods or services, and the price paid for the goods or services, reflects the action that a prudent person would have taken given the prevailing circumstances at the time the decision to incur the cost was made.
Allocable - Expenses can be allocated to the federal grant or contract activity based on benefit derived, cause and effect, or other equitable relationship.
Consistently Treated - Like expenses must be treated the same in like circumstances.
Allowable - Permitted as a direct cost under the terms of a specific grant or contract.

k. DEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow 2 CFR PART 200, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.
5. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the

complete copy of the Guidelines

6. **Sub-Grantees are required to adhere to the Department of Public Safety, Division of Emergency Management, and Office of Homeland Grant Management Guide.**
7. DEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the DEM no later than 30 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:

   a. Division of Emergency Management Quarterly Financial Report (all grants)
   b. Quarterly Progress Summary (all grants)
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines and must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.
   a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.
   c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
      1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

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

1. As required by 2 CFR PART 200 equipment, the DEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $5,000.00 per unit threshold.
2. **It is important to safe guard all equipment, therefore this is a new requirement starting in Federal Fiscal Year 2014 that all sub-grantees have a policy to safeguard items that cost below $5,000 which would be considered "high risk" for personnel use or theft. These items may include computer equipment, cell phones, iPad or items that may be assigned to an employee.**
3. As required by 2 CFR PART 200, equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 2 CFR PART 200, which applies a federally mandated $5,000.00 per unit threshold.
4. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
5. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
6. Property tags are placed on equipment.
7. At a minimum, a physical inventory of the federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 2 CFR PART 200 or by jurisdictional regulation or guidance. The certified inventory is required to be sent to DEM electronically for review. DEM may desk audit the inventory or may elect to complete a site visit.
8. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however whenever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
9. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

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

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall follow 2 CFR Appendix A Part 220 and 2 CFR 200.315. All publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-

grantee in the performance of its obligations under this grant shall be provided to the State of Nevada for review and archival in the grant file.

2. Whenever possible equipment, real property, public service announcements, etc., should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS." (example only for HSGP grants- other grants please see DEM) All items above must be prior approved before procuring.
3. Under Section I. 1 and 2. above all items must be pre-approved in advance by DEM in order to be reimbursable. Federal granting agency retains ownership of all publications, inventions, patents, photographs, negatives, books, drawings, records, documents or other material prepared by the sub-grantee in the performance of its obligations to the grant.

IX. IDEMNIFICATION

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, if applicable, sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts *or* omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

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

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides or specific DHS, FEMA, DOE federal grant guidance. All contract scope of work must be reviewed and approved by DEM. All contracts must be submitted for the grant file and debarment searches must be provided in hard copy for DEM records.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the 2 CFR PART 200, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.
4. All contracts and or procurement will follow the open and free competitive bid process.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead Federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System

Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other Federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR PART 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR PART 220, Cost Principles for Educational Institutions (*OMB 2 CFR, PART 220*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR PART 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR PART 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 2 CFR PART 200, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements
4. Renovation/Upgrades, Modifications to existing structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for Information Bulletin (IB) 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

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

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to implement

audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.

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

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

NAME: SCOTT STRAUS TITLE: CITY MANAGER

SIGNATURE: _____ DATE: 4/14/20

- Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

Approved as to Form: _____ 4/14/2020
Dimitri P. Dalacas Date
Deputy City Attorney

Attest By: _____
LuAnn D. Holmes, MMC, City Clerk

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.
In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Steve Sisolak
Governor

Nevada Department of
Public Safety

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Justin Luna
Chief

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

April 9, 2020

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

Dear Mayor Goodman:

RE: Federal Fiscal Year 2018, Homeland Security Grant Award

The Department of Public Safety's Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2018, State Homeland Security Program (SHSP) supplemental grant award in the amount of $4,560.00 for City of Las Vegas, Metropolitan Medical Response System, Personal Protective Equipment.

The grant performance period is April 9, 2020 – August 31, 2021. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

The grant award package includes the grant award, approved budget, investment justifications, assurances and reobligation guidelines. Please be aware that any modifications to the approved budget will require approval in advance from this division through a "project change request" form. The assurances, along with the grant award documents, have been updated for the FFY 2018 grant cycle. Please review these documents carefully to ensure compliance.

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

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

Best regards,

Justin Luna, Chief

JL/sw

Attachments: Grant Award
Budget
Assurances
Reobligation Guidelines

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

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

Sub Grant Award			
		FAIN NUMBER:	EMW-2018-SS-00066-S01
SUBGRANTEE:	**City of Las Vegas**	**CFDA / PROJECT NO:**	97067.18-3000
ADDRESS:	495 S. Main St., Las Vegas, NV 89101	**NDEM DUNS:**	607025848
PROGRAM NAME:	Department of Homeland Security (DHS) Grant FFY18 - State Homeland Security Program (SHSP)	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Metropolitan Medical Response System - PPE	**SUBGRANTEE GRANT FUNDS:**	$4,560.00
SUBGRANTEE AWARD PERIOD:	**April 9, 2010 - August 31, 2021**	**SUBGRANTEE MATCHING FUNDS:**	$0.00
FEDERAL AWARD PERIOD TO DEM:	**September 1, 2018 - August 31, 2021**	**TOTAL SUBGRANTEE AWARD:**	$4,560.00
FEDERAL AWARD AMOUNT TO DEM:	**$ 8,980,000.00**		
Special Notes: PPE Equipment for COVID 19 Response			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System - PPE		$4,560.00
SUBGRANTEE FEDERAL GRANT TOTAL		**$4,560.00**
SUB-GRANTEE MATCH TOTAL		**$0.00**

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X [signature] 4-10-2020	X [signature] Carolyn G. Goodman 4/14/20 PER EMERG. DECLARATION
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form: [signature] 4/13/2020
Dimitri P. Dalacas Date
Deputy City Attorney

ORIGINAL

Attest By: [signature]
LuAnn D. Holmes, MMC, City Clerk

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

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

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X J. Luna 4-10-2020	X C. Goodman 4/14/20 PER EMERG. DECLARATION
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form:
4/13/2020
Dimitri P. Delacas
Deputy City Attorney
Date

CONFIRMATION COPY

Attest By: LuAnn D. Holmes, MMC, City Clerk

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY 2018
LINE ITEM DETAIL BUDGET

	Agency Name	City of Las Vegas	Project Manager Name & Contact #	Chris Sproule		Grant Manager Name & Contact #	Chris Sproule						
	IJ TITLE:	MMRS PPE											
		One Budget Per Funding Stream SHSP											
Line #	CATEGORY	EQUIPMENT DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	Approved Strategic Capacity	Core Capability	AEL Ref # (if AEL is not listed this will not be approved)	Requested Funding Source	
	Equipment	DESCRIPTION OF EQUIPMENT ACTIVITES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION - NO TRAVEL IN THIS CATEGORY - NO OVERTIME IN THIS CATEGORY, MUST HAVE AN AEL											
	EHP Required prior to procurement / See 2nd tab to determine whether your project requires EHP Screening												
40		Personal Protective Equipment				1.00	4,560.00	$ 4,560.00					
41								$ -					
42								$ -					
43								$ -					
44								$ -					
45								$ -					
46								$ -					
47								$ -					
48								$ -					
49								$ -					
	EQUIPMENT Sub-Total							$ 4,560.00					

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

Narrative HERE

										Budget Total Request	$ 4,560.00		

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

APPLICANT: (insert applicant name)

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

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

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

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

1. WRITTEN AUTHORIZATION

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

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

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

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

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

2. ACCESS TO RECORDS

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

3. PERIOD OF PERFORMANCE

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

4. FUNDING RESTRICTIONS

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

5. LOBBYING AND POLITICAL ACTIVITIES

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

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

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

6. DEBARMENT AND SUSPENSION

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

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

7. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

8. DRUG FREE WORKPLACE

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

9. ENVIRONMENTAL PROTECTIONS

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

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

b. Notification of violating facilities pursuant to EO 11738;

c. Protection of wetlands pursuant to EO 11990;

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

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

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

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

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

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

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

10. PREPAREDNESS FUNDING

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

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

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

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

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

11. FEDERAL EMERGENCY MANAGEMENT GRANT PROGRAM DIRECTORATE INFORMATION BULLETINS

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

12. CONFLICTS OF INTEREST

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

13. AUDITS

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

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

14. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

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

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

15. INTERGOVERNMENTAL PERSONNEL ACT

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

16. HUMAN TRAFFICKING

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

17. CONSTRUCTION PROJECTS

For construction projects, the Applicant will:

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

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

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

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

18. LABOR STANDARDS

The Applicant will comply with the following federal labor standards:

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

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

19. WORKER COMPENSATION

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

20. REAL PROPERTY

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

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

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

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

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

21. CONTROLLED EQUIPMENT AND EQUIPMENT MANAGEMENT

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

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

22. DUPLICATION OF BENEFITS

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

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

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

24. HUMAN SUBJECTS

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

25. INTERGOVERNMENTAL PERSONNEL ACT

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

26. SAFECOM

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

27. WHISTLEBLOWER PROTECTION ACT

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

28. USE OF DHS SEAL, LOGO AND FLAGS

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

29. USA PATRIOT ACT OF 2001

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

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

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

31. TERRORIST FINANCING

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

32. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

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

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

33. PATENTS AND INTELLECTUAL PROPERTY RIGHTS

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

34. NOTICE OF FUNDING OPPORTUNITY REQUIREMENTS

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

35. NON-SUPPLANTING REQUIREMENT

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

36. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990

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

37. AMERICA ACT OF 1974

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

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

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

39. ACTIVITIES CONDUCTED ABROAD

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

40. ACKNOWLEDGMENT OF FEDERAL FUNDING FROM DHS

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

41. FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING

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

42. FEDERAL DEBT STATUS

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

43. FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES

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

44. ENERGY POLICY AND CONSERVATION ACT

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

45. DUPLICATION OF BENEFITS

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

46. DRUG-FREE WORKPLACE REGULATIONS

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

47. COPYRIGHT

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

48. OWNERSHIP OF INFORMATION

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

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

49. SUBGRANTEE MONITORING

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

50. ASSIGNMENT AND DELEGATION

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

51. INDEMNIFICATION AND DEFENSE

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

52. TERMINATION

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

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

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

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

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

NAME: Scott D. Adams TITLE: City Manager

SIGNATURE: _____ DATE: 4/14/20

Attest By: _____
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form: 4/13/2020
Dimitri P. Dalacas Date
Deputy City Attorney

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Steve Sisolak
Governor

Nevada Department of
Public Safety

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Justin Luna
Chief

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

April 9, 2020

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

Dear Mayor Goodman:

RE: Federal Fiscal Year 2019, Homeland Security Grant Award

The Department of Public Safety's Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2019, Urban Area Security Initiative (UASI) supplemental grant award in the amount of $70,170.00 for City of Las Vegas, Metropolitan Medical Response System, Personal Protective Equipment.

The grant performance period is April 9, 2020 – August 31, 2022. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

The grant award package includes the grant award, approved budget, investment justifications, assurances and reobligation guidelines. Please be aware that any modifications to the approved budget will require approval in advance from this division through a "project change request" form. The assurances, along with the grant award documents, have been updated for the FFY 2019 grant cycle. Please review these documents carefully to ensure compliance.

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

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

Best regards,

Justin Luna, Chief

JL/sw

Attachments: Grant Award
Budget
Assurances
Reobligation Guidelines

Nevada Department of **Public Safety**

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

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

Sub Grant Award			
		FAIN NUMBER:	**EMW-2019-SS-00061-S01**
SUBGRANTEE:	**City of Las Vegas, Las Vegas Fire and Rescue**	**ALT(formerly CFDA) / PROJECT NO:**	97067.19-3100
ADDRESS:	495 S. Main St., Las Vegas, NV 89101	**NDEM DUNS:**	607025848
PROGRAM NAME:	Department of Homeland Security (DHS) Grant FFY19 - Urban Area Security Initiative (UASI)	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Metropolitan Medical Response System - PPE	**SUBGRANTEE GRANT FUNDS:**	$70,170.00
SUBGRANTEE AWARD PERIOD:	**April 9, 2020 - August 31, 2022**	**SUBGRANTEE MATCHING FUNDS:**	$0.00
FEDERAL AWARD PERIOD TO DEM:	**September 1, 2019 - August 31, 2022**	**TOTAL SUBGRANTEE AWARD:**	$70,170.00
FEDERAL AWARD AMOUNT TO DEM:	**$ 9,077,500.00**		
Special Notes: PPE Equipment for COVID 19 Response			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System - PPE		$70,170.00
SUBGRANTEE FEDERAL GRANT TOTAL		**$70,170.00**
SUB-GRANTEE MATCH TOTAL		

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X J. Luna 4-10-2020	X Carolyn G. Goodman 4/14/20 PER EMERG. DECLARATION
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form:
Dimitri P. Dalacas 4/13/2020
Deputy City Attorney Date

CONFIRMATION COPY

Attest By:
LuAnn D. Holmes, MMC, City Clerk

Nevada Department of **Public Safety**

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

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

Sub Grant Award			
		FAIN NUMBER:	**EMW-2019-SS-00061-S01**
SUBGRANTEE:	**City of Las Vegas, Las Vegas Fire and Rescue**	**ALT(formerly CFDA) / PROJECT NO:**	97067.19-3100
ADDRESS:	495 S. Main St., Las Vegas, NV 89101	**NDEM DUNS:**	607025848
PROGRAM NAME:	Department of Homeland Security (DHS) Grant FFY19 - Urban Area Security Initiative (UASI)	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Metropolitan Medical Response System - PPE	**SUBGRANTEE GRANT FUNDS:**	$70,170.00
SUBGRANTEE AWARD PERIOD:	**April 9, 2020 - August 31, 2022**	**SUBGRANTEE MATCHING FUNDS:**	$0.00
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FEDERAL AWARD AMOUNT TO DEM:	**$ 9,077,500.00**		
Special Notes: PPE Equipment for COVID 19 Response			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System - PPE		$70,170.00
SUBGRANTEE FEDERAL GRANT TOTAL		**$70,170.00**
SUB-GRANTEE MATCH TOTAL		

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Justin Luna 4-10-2020	X Carolyn G. Goodman 4/14/20 PER EMERG. DECLARATION
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form: 4/13/2020
Dimitri P. Dalacas Date
Deputy City Attorney

ORIGINAL

Attest By:
LuAnn D. Holmes, MMC, City Clerk

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY 2019
LINE ITEM DETAIL BUDGET

	Agency Name	City of Las Vegas	Project Manager Name & Contact #	Chris Sproule		Grant Manager Name & Contact #	Chris Sproule						
	IJ TITLE:	MMRS PPE											
		One Budget Per Funding Stream UASI											
Line #	CATEGORY	EQUIPMENT DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	Approved Strategic Capacity	Core Capability	AEL Ref # (if AEL is not listed this will not be approved)	Requested Funding Source	
	Equipment	DESCRIPTION OF EQUIPMENT ACTIVITES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION - NO TRAVEL IN THIS CATEGORY - NO OVERTIME IN THIS CATEGORY, MUST HAVE AN AEL											
	EHP Required prior to procurement / See 2nd tab to determine whether your project requires EHP Screening												
40		Personal Protective Equipment				1.00	70,170.00	$ 70,170.00					
41								$ -					
42								$ -					
43								$ -					
44								$ -					
45								$ -					
46								$ -					
47								$ -					
48								$ -					
49								$ -					
	EQUIPMENT Sub-Total							$ 70,170.00					

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

Narrative HERE

										Budget Total Request	$ 70,170.00		

Nevada Department of
Public Safety
Division of Emergency Management

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

SUBRECIPIENT: City of Las Vegas

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

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

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

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

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or

previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

Subrecipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

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

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

Article III - Acknowledgement of Federal Funding from DHS

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

Article IV - Activities Conducted Abroad

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

Article V - Age Discrimination Act of 1975

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

Article VI - Americans with Disabilities Act of 1990

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

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

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

Article X - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension

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

Article XII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the

Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XIII - Duplication of Benefits

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

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

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

Article XV - Energy Policy and Conservation Act

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

Article XVI - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XVIII - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the

extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990

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

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

Article XXI - Lobbying Prohibitions

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

Article XXII - National Environmental Policy Act

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

Article XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues,

regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIV - Non-Supplanting Requirement

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

Article XXV - Notice of Funding Opportunity Requirements

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

Article XXVI - Patents and Intellectual Property Rights

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

Article XXVII - Procurement of Recovered Materials

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

Article XXVIII - Rehabilitation Act of 1973

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

Article XXIX - SAFECOM

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

Article XXX - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXI - Trafficking Victims Protection Act of 2000

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

Article XXXII - Universal Identifier and System for Award Management

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

Article XXXIII - USA Patriot Act of 2001

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

Article XXXIV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXV - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVI - Environmental Planning and Historic Preservation

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

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

If ground disturbing activities occur during construction, subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered, subrecipient will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

State Articles

Article I - Written Authorization

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

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

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

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

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

Article II – Disposition of Equipment Acquired Under the Federal Award

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

Article III - Access to records

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

Article IV - Period of Performance

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

Article V - Funding Restrictions

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

Article VI - Conflicts of Interest

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

Article VII - Construction Projects

For construction projects, the Subrecipient will:

a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

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

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

Article VIII - Worker Compensation

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

Article IX - Nevada Public Records Act and the Freedom of Information Act

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

ARTICLE X - Reporting Subawards and Executive Compensation

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

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

Article XI – Subrecipient Monitoring

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

Article XII – Assignment and Delegation

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

Article XIII – Indemnification and Defense

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

Article XIV – Termination

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

a. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the Subrecipient to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the

prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.

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

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

As the duly authorized representative of the Subrecipient for City of Las Vegas, I hereby certify that the Subrecipient will comply with the above assurances and certifications.

NAME: SCOTT ADAMS TITLE: CITY MANAGER

SIGNATURE: _____ DATE: 4/14/20

Attest By: _____
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form: _____ 4/13/2020
Dimitri P. Dalacas Date
Deputy City Attorney

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.
In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
9

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

SUBJECT:
For possible action to approve the ratification of the Retainer Letter Agreement between Michael C. Niarchos, Ltd. and City Parkway V, Inc. for Professional Services to be rendered by Michael C. Niarchos for twelve (12) months beginning July 1, 2020, through June 30, 2021, for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($152,000 annually - City Parkway V, Inc.) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $152,000
Funding Source: Economic and Urban Development, City Parkway V, Inc.
Dept./Division: City Parkway V, Inc.

PURPOSE/BACKGROUND:
The Retainer Letter Agreement pertains to legal representation by Michael C. Niarchos with regard to matters related to various redevelopment and other projects undertaken from time to time by City Parkway V and its related entities, including, without limitation, the City of Las Vegas Redevelopment Agency and the Office of Economic and Urban Development.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Retainer Letter Agreement

MICHAEL C. NIARCHOS, LTD.

848 North Rainbow #3711
Las Vegas, Nevada 89107
Phone: (702) 596-2720
Email: niarchos@nniarchoslaw.com

April 21, 2020

City Parkway V, Inc.
495 South Main Street
Las Vegas, Nevada 89101
Attention: Scott D. Adams, President

Re: Legal Representation by Michael C. Niarchos, Ltd.

Dear Mr. Adams:

You have requested that this firm represent City Parkway V, Inc. ("CPV") with regard to matters related to various redevelopment and other projects undertaken from time to time by CPV and its related entities, including, without limitation, the City of Las Vegas, the City of Las Vegas Redevelopment Agency and the Office of Economic and Urban Development (the "Representation").

The Representation will be undertaken by Michael C. Niarchos. In connection therewith, the Representation will be undertaken at a fixed monthly fee of $12,250.00. In addition, the firm will be entitled to an expense reimbursement of up to $5,000 per year. The monthly fee will be in full payment of all services and will be nonrefundable and not subject to increase notwithstanding the amount of services provided in any month in connection with the Representation. Mr. Niarchos, by signing this letter, agrees to provide all services required by the Representation unless otherwise approved by CPV. The parties agree to meet as requested from time to time in order to review the scope of services provided by Mr. Niarchos.

The payment of monthly fee and Representation will commence as of July 1, 2020, expiring on June 30, 2021. The President of CPV will have the right to extend the Representation subject to the agreement of the firm. The monthly fee will be paid within thirty (30) days of receipt of a monthly bill for the fee. From and after your acceptance of this letter, this letter, along with Attachment "A", shall constitute our written engagement agreement. After you have reviewed this letter along with such attachment, you are welcome to discuss them with me, or, if you wish, with independent counsel of your choice. If the terms of our engagement are acceptable, please sign and return the original of this letter and retain a copy for your records.

Sincerely,

Michael C. Niarchos, LTD

Michael C. Niarchos

By: Michael Niarchos, ESQ.

ACCEPTED AND APPROVED THIS _____ DAY OF _____.

CITY PARKWAY V, INC.

By: _____
Scott D. Adams, President

Approved as to form:

John S. Ridilla 4/22/2020

John S. Ridilla
Deputy City Attorney

ATTACHMENT "A"

PRACTICE DESCRIPTION

1. *Client.* Our client(s) in this matter will be the party(ies) listed as addressee(s) in the accompanying retainer letter. To the extent that our original client controls or is controlled by affiliated individuals or entities, this agreement will govern any relationship we might develop with the additional affiliates as well, except to the extent we and such affiliates enter into separate engagement letters.

2. *Responsibility for Payment.* Each of our clients is responsible for the timely and full payment for our services and costs. Where we have more than one client in a matter, each client is jointly and severally responsible for the entire amount of our charges.

3. *The Work.* If you have questions about our work you should feel free to ask them. We do not, however, guaranty or insure any result or opinion. Often the scope of our representation changes over time as matters develop. We do not seek forma written confirmation of this expanded or changed responsibility; however, if from time to time you would feel more comfortable with a formal confirmation, please let us know at that time and we will provide one. Unless otherwise agreed, the retainer letter and this Practices Description will govern the expanded or changed representation as well as the original representation.

4. *Privilege.* Generally, the communications between a client and a lawyer are privileged. This privilege belongs to the client and can be waived by the client only.

5. *Information.* The relationship between lawyer and client is based on the candid exchange of information and ideas. We encourage you to ask questions and to probe our advice. We also expect that our clients will be straightforward with us in supplying information, in keeping us apprised of developments, in answering our questions, and in making information and personnel available to meet time commitments in connection with your matter.

6. *Personnel.* Michael C. Niarchos will be conducting the Representation.

7. *Billing and Payment Procedures.* Unless other arrangements are made at the time of the engagement, bills will be sent monthly.

8. *Withdrawal.* Our clients have the absolute right to withdraw from our representation without having to state or prove any cause of the withdrawal at any time prior to trial. To the extent allowed by law and the rules of professional conduct, we also retain the right to withdraw with or without cause upon reasonable prior written notice. We will have the right to

withdraw if our fees are not paid when due, if our client refuses to cooperate or follow our advice on a material matter, or where we have a conflict of interest or it otherwise becomes unlawful or unethical to continue our representation. Specifically, it is expressly understood that should a client fail to make payments on the earlier of: (a) demand, either verbal or in writing, by us for payment of outstanding amounts billed or requested for replenishment of the Retainer, or (b) thirty (30) days from presentation of an invoice for payment, we may immediately withdraw from representation. Once a decision to withdraw has been made, we may continue to do sufficient work on the matter to provide for an orderly transition and to give our client a reasonable opportunity to arrange new representation.

9. *Miscellaneous.* This Practices Description and the retainer letter will be construed under Nevada law, without regard to its principles of conflict laws. In the event of any dispute between our client(s) and us, the exclusive jurisdiction for resolution thereof will be the federal and state courts located in Clark County, Nevada, or, if the dispute concerns our fees, the Fee Dispute Committee of the State Bar of Nevada, and in the event of any arbitration, such proceedings will be held in Clark County, Nevada. The retainer letter may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken tougher, shall constitute but one and the same instrument. The retainer letter
!Day be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and affect as if it had been executed by the actual signature of any party.

AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
10

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

SUBJECT:
For possible action to approve the Retainer Letter Agreement between Hill Firm PLLC and the City of Las Vegas for professional services to be rendered by Dan Hill for City legal matters related to the Badlands litigation ($252,000 annually - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $252,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
The Retainer Letter Agreement pertains to legal representation by Dan Hill with regard to matters related to the Badlands litigation for the City of Las Vegas.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Hill Firm PLLC Retainer Letter Agreement
2. Submitted after Final Agenda - Joint Coffin-Seroka Formal Objection

HILL FIRM

228 S. 4TH STREET
THIRD FLOOR
LAS VEGAS, NV 89101

WWW.HILLFIRMLAWYERS.COM

702.848.5000

DAN@HILLFIRMLAWYERS.COM

April 20, 2020

VIA E-MAIL

Bradford Jerbic
Las Vegas City Attorney

Re: Badlands Litigation

Greetings Brad,

Thank you for selecting Hill Firm to fulfill the City of Las Vegas's needs in legal representation defending the City in the group of lawsuits commonly known as the "Badlands litigations." Please allow this letter to serve as an agreement between Hill Firm and the City of Las Vegas.

Hill Firm's client will be the City of Las Vegas. The scope of representation will be defending the City in all of the currently-pending "Badlands" litigations including, but not limited to, any and all settlement conferences, motion practice, court appearances, trials, appeals, and retrials. The length of representation will be until all of the litigations are fully resolved, meaning closed by the district court with no further possible appeals. However, the City of Las Vegas reserves the right to terminate this agreement at any time without cause. Hill Firm reserves the right to withdraw from representation to the extent allowed by the law and the rules of professional conduct.

As we have discussed, Hill Firm will be taking over responsibility for defending the City from all local outside defense counsel that are currently of record in the "Badlands" litigations, with the exception of Shute, Mihaly & Weinberger, LLP, 396 Hayes Street, San Francisco, CA 94102, which will remain active in the litigations as a subject-matter expert in the area of inverse condemnation and as lead counsel regarding substantive matters for all inverse condemnation claims. The City reserves the right to assign litigation roles at any time and as appropriate, including retaining new or additional counsel if necessary.

In exchange for representing the City in all of the "Badlands" litigations, the City will pay Hill Firm a flat, unchanging fee of $21,000 per month until the litigations are resolved or this agreement is terminated as discussed above. This amount will be to ensure Hill Firm's availability, and permit

HILL FIRM

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Hill Firm to drastically reduce its current caseload to allow it both to devote the time required in such complex litigations and to eliminate any conflicts of interest. Hill Firm shall begin its representation of the City upon execution of this agreement by the Mayor and its compensation shall commence at the same time.

The City will reimburse Hill Firm for out-of-pocket litigation costs advanced in this matter including expert witness fees, deposition fees, witness fees, and filing fees.

This retainer letter will be construed under Nevada law, without regard to its principles of conflict laws. In the event of any dispute between our client(s) and us, the exclusive jurisdiction for resolution thereof will be the federal and state courts located in Clark County, Nevada, or, if the dispute concerns our fees, the Fee Dispute Committee of the State Bar of Nevada, and in the event of any arbitration, such proceedings will be held in Clark County, Nevada. The retainer letter may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. The retainer letter may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and affect as if it had been executed by the actual signature of any party.

Best,

HILL FIRM PLLC

Dan Hill, Esq.

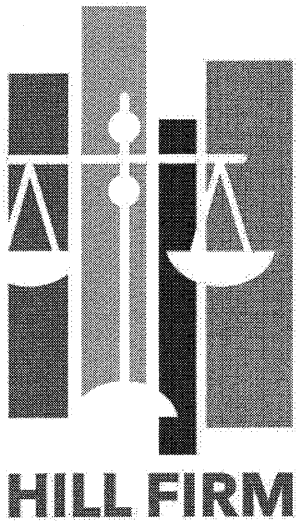
APPROVED

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk



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APPROVED AS TO FORM:

4/23/20

Philip R. Byrnes Date
Senior Litigation Counsel

In Question:
Legal Representation for Two Federal Civil Rights Suits:
Two Council Members Specifically Targeted for Their Votes:

As you are aware, Mr. Coffin and Mr. Seroka have been specifically targeted in federal lawsuits filed by the Badlands landowners (the 180 Land civil rights suit) and by the Union who might have performed labor on any project which the City approved (the Laborers' International civil rights suit). To our knowledge, these are the only two active cases naming individual Las Vegas City Council members as defendants. In both cases, the plaintiffs have taken the liberty to challenge the integrity, honesty and character behind our votes made as City Councilmen and to attack Mr. Coffin personally and unfairly. While we appreciate that the City has agreed to fully indemnify us for any financial verdict (should one ever be obtained), such indemnification will not stop our character and reputation from being unjustly impugned. Only a clear victory will achieve this.

Removing Mr. Angulo Eliminates the ONLY Civil Rights Expertise:
& Ensures a Legal Conflict of Interest:

Removing Mr. Angulo from these two lawsuits removes a valuable asset to the City's defense without a fair replacement. Respectfully, neither the City Attorney's Office nor the potential substitute legal counsel, Mr. Hill, have anywhere close to the federal Civil Rights experience or expertise of Mr. Angulo. From our observation and review of the filings and the orders received, it is obvious Mr. Angulo's expertise and mastery of the relevant law, developed over nearly three decades of civil rights experience, has thus far been singularly responsible for the City's success in these two cases. In addition, this recommendation all but guarantees a legal conflict of interest—which is why independent counsel was brought in initially. Both these conditions {the lack of specific expertise and the conflict of interest) were major considerations behind the employment of Mr. Angulo in the first place; both these conditions continue today.

A Must Win:
Failure Will Have Negative Consequences for All Elected Council Members:

Frankly, the consequences of losing these cases should be of concern to every member of the city council. These lawsuits were specifically designed to impede city council members' ability to vote on matters involving the City. They were, in our mind, predicated on a disgruntled mindset that was frustrated it could not get its desired outcome. Imagine the impact on every city council person if every vote is subjected to fear of reprisal lawsuits—without regard for the soundness of their decisions.

A Must Win:
No Statutory Limit on Damages: Potential City Exposure to Millions $$$:

Additionally, addressing the budget concerns that are the responsibility of both elected officials and the city manager's office, if the plaintiffs were to prevail in their civil rights lawsuits, the City would be exposed to millions of dollars in damages and substantial awards of attorney's fees. Damages in civil rights cases are not subject to statutory limits and could be devastating to the city's budget. This is another reason why the City should keep the best suited attorney to handle these matters--Peter M. Angulo.

Mr. Angulo's Fees are Humble—Modest Charges for Actual Time:
His Value is Vast:

Submitted after final agenda

Date 5|4|20 Item 10

Of course, Mr. Angulo's fees, which are extremely modest, must be addressed as the consent agenda item up for council vote is purported to be a cost savings measure. The record will show his fees to defend both Mr. Coffin and Mr. Seroka are significantly lower than, and in some cases roughly half the cost of other outside counsel chosen by the City Attorney's Office to defend the City. Since these lower fees are coupled with success, so far, it makes both legal and financial sense he continues as retained counsel for at least the duration of these two cases.

Mr. Angulo's Current Employment Contract Less Expensive than Consultant Fees:

It has been suggested Mr. Angulo would stay on in a consulting role. We fail to see how that would be a cost savings to the City. As a consultant, we would expect his rates to be significantly higher than his employment contractual rate. Thus, it would seem to be financially beneficial to retain him in his current role instead of paying him consulting fees.

Mr. Hill's Fixed Price (+ Expenses) Construct a Loser:
Bundled Badlands Cases are Numerous & Highly Complex:
No Incentive to Perform, Bring Closure...Or Win!!

A further concern is the proposed fixed-fee monthly contract with Mr. Hill to replace Mr. Angulo as our legal representative. Such a contract provides no incentive to bring the cases to legal conclusion —let alone win them. Instead, this contract invites prolonging the cases for as long as the City is willing to pay the monthly fee. It is also disheartening to note that this proposal bundles numerous suits requiring a depth and breadth of legal knowledge and the individual factual details which even those who have been engaged for years may fail to grasp.

Mr. Angulo is Success With a Respectful Fee Structure:

In contrast, Mr. Angulo has already proven himself to be tireless and fully engaged to win these two federal cases while being respectful of the cost to the City. The 180 Land case is ready for argument before the Ninth Circuit Court of Appeals. The Laborers' Union case is awaiting an Opposition Response and Reply and subsequent argument before Judge Boulware. Mr. Angulo's modest fees are based on actual work, not calendar months, and could potentially win both cases at a cost of under 2 months of Mr. Hill's proposed fee. It does not make sense to pull Mr. Angulo at this point in their progress.

Highly Questionable:
Sole-Source, No-Bid, No-Compete $252,000+ Contract
to One-Person Law Firm with Anti-Government Reputation:

As it relates to fiscal responsibility, we find it arbitrary and unacceptable that an annualized quarter-of-a-million-dollar-plus (~$252,000 or thereabouts) public agreement can be sole-sourced without a competitive bidding process or comparative analysis. Furthermore, we are concerned that the proposed substitute counsel, Mr. Hill, is a one-person firm with a reputation of defending those opposed to all things the Government of the City of Las Vegas represents—respect for the laws of our nation, state, and city. This sole-source, no bid, non-competitive selection process is arbitrary and an inappropriate method to achieve the city's goal of reducing its financial burden.

Conclusion:
A Must Win!

Deny/Amend Agenda Item #10 to Retain Mr. Angulo For 2 Federal Civil Rights Cases:

In summary, it is clear that these two federal cases are must wins for the City of Las Vegas. The stakes are extremely high for the city, the city attorney's office, elected officials, the city manager's office and the city's financial health. These cases should not be left to chance in the hands of unproven and inexperienced attorney(s) in this specific area of law. Please deny/amend the City Attorney's Office Consent Agenda item in order to retain Mr. Peter Angulo for personal representation of Mr. Bob Coffin and Mr. Seroka—and for the best interest of the City of Las Vegas.

Respectfully,

Bob Coffin & Steve Seroka

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
11

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

SUBJECT:
For possible action to approve additional funding for Shute, Mihaly & Weinberger LLP to represent the City of Las Vegas in the following actions: 180 Land Company, LLC v. City of Las Vegas, 8JDC Case No. A-17-758528-J, NSC Case Nos. 77771, 78792, USDC Case No. 2:19-cv-1467-KJD-DJA; 180 Land Company, LLC, et al. v. City of Las Vegas, 8JDC Case No. A-18-780184-C, USDC Case No. 2:19-cv-1471-JCM-EJY; Fore Stars, Ltd., et al. v. City of Las Vegas, et al., 8JDC Case No. A-18-773268-C, USDC Case No. 2:19-cv-1469-JAD-NJK; and 180 Land Company, LLC v. City of Las Vegas, 8JDC Case No. A-18-775804-J, USDC Case No. 2:19-cv-1470-RFB-BNW, relating to the development of a portion of the former Badlands Golf Course for an amount not-to-exceed $200,000 (General Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Augmentation Required
Amount: $200,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
180 Land Company, LLC and Fore Stars, Ltd. have filed multiple lawsuits against the City stemming from requests to redevelop portions of the former Badlands golf course. The cases have now progressed to the discovery phase and we are now preparing for trial. Shute, Mihaly & Weinberger, based in San Francisco, specializing in representing local governments in takings actions was retained by the City in September 2019. On September 18, 2019, and December 4, 2019, the City Council authorized funding of $100,000 each. Those appropriations totaling $200,000 are about to be depleted, and additional funds are necessary to continue the City's defense.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Shute, Mihaly & Weinberger Engagement Letter

SHUTE, MIHALY & WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102
T: (415) 552-7272 F: (415) 552-5816
www.smwlaw.com

ANDREW W. SCHWARTZ
Attorney
Schwartz@smwlaw.com

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL

April 23, 2020

Seth T. Floyd
Deputy City Attorney
City Attorney's Office
City of Las Vegas
495 South Main Street, 6th Floor
Las Vegas, NV 89101

Re: Second Updated Legal Retainer Agreement

Dear Mr. Floyd:

In a letter dated August 28, 2019 ("Retainer Agreement"), Shute, Mihaly & Weinberger LLP ("Firm") agreed to provide legal services to the City of Las Vegas ("Client") in connection with

- *Fore Stars, Ltd, Seventy Acres, LLC v. City of Las Vegas, et al.*, Clark County Dist. Ct. No. A-18-773268-C;
- *180 Land Company, LLC v. City of Las Vegas*, Clark County Dist. Ct. No. A-18-775804-J;
- *180 Land Company, LLC, Fore Stars, Ltd., Seventy Acres, LLC v. City of Las Vegas*, Clark County Dist. Ct. No. A-18-780184-C;
- *180 Land Company, LLC, Fore Stars, Ltd., Seventy Acres, LLC v. City of Las Vegas*, Clark County Dist. Ct. No. A-17-758528-J (the "Litigation").

In a letter dated November 14, 2019, the parties amended Section 2 of the Retainer Agreement to provide that the total fees and costs billed under the Retainer Agreement would not exceed $200,000. The parties agree that the last sentence of Section 2 of the Retainer Agreement shall now read: "Total fees and costs billed under this Agreement will not exceed $400,000 without prior written approval of Client."

If you agree to the terms of this updated agreement ("Second Updated Retainer Agreement"), please sign this letter and return it to me at your earliest convenience.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

Andrew W. Schwartz

ACCEPTED AND AGREED:

City of Las Vegas

Name _____

Title _____

Date _____

Approved as to form:

4/23/20
Date

Attest By:_____
LuAnn D. Holmes, MMC City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
12

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

SUBJECT:
For possible action to approve the Lease and Operating Agreement between the City of Las Vegas and Nevada Health Centers (NHC) for NHC to serve as the medical provider at the City of Las Vegas Health and Wellness Center, located at 1425 North Main Street - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Nevada Health Centers (NHC) responded to a Request for Qualifications (RFQ) in 2018 to serve as the medical provider at the city of Las Vegas Health and Wellness Center. Following its appearance before a review panel, NHC was recommended to serve as the medical provider and worked closely with the City to negotiate terms of the agreement. The agreement provides for a five-year primary term with two option terms of one year each. Terms will commence on the first day of the month following the date that Landlord obtains temporary certificate of occupancy for the Building Improvements, currently estimated to be November 1, 2021. In addition, the agreement provides for a termination of the agreement for no reason. NHC is designated as a Federally Qualified Health Center (FQHC) and is a large provider of primary care for the uninsured, underinsured and geographically isolated people in the state with eighteen health clinics, three mobile health programs and seven Women, Infants, and Children offices.

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

BACKUP DOCUMENTATION:
1. Lease and Operating Agreement Between the City of Las Vegas and Nevada Health Centers

LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND NEVADA HEALTH CENTERS, INC.

THIS LEASE AND OPERATING AGREEMENT (this "**Lease**") is entered into as of _____, 2020 (the "**Effective Date**"), by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada ("**City**" or "**Landlord**"), and NEVADA HEALTH CENTERS, INC., a Nevada non-profit corporation ("**NHC**" or "**Tenant**"). Landlord and Tenant are sometimes collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, Landlord is the owner in fee of that certain real property located at 1425 N. Main St., Las Vegas, Clark County, Nevada, Assessor's Parcel Number 139-27-504-001 (the "**Real Property**"); and

WHEREAS, Tenant is a Federally Qualified Health Center and patient-focused organization that delivers comprehensive, culturally competent, high-quality primary health care services; also often integrates 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; and shall deliver care to the City's most vulnerable individuals and families, including people experiencing homelessness, the elderly, residents of assisted housing, and veterans (the "**NHC Program Services**"); and

WHEREAS, Landlord is in the process of commencing a public work project to construct improvements (the "**Building Improvements**") on the Real Property (the "**Public Work**"); and

WHEREAS, upon completion of the Public Work anticipated in the Fall of 2021, leasable space will be available in the first floor of the Building Improvements for NHC to occupy in order to provide NHC Program Services; and

WHEREAS, upon completion of the Public Work, NHC desires to lease and occupy a portion of the first floor of the Building Improvements consisting of approximately four thousand seven hundred fifty (4,750) square feet (the "**NHC Premises**"), as depicted on **Exhibit "A"**, for the purposes of operating NHC Program Services along with the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, and invitees, to use of the Common Areas; and

WHEREAS, pursuant to Nevada Revised Statutes Chapter ("**NRS**") 268.053, the Las Vegas City Council may lease real property of the City to a nonprofit organization for the purposes of providing services to the residents of the City or to other persons under such terms that the governing body determines to be reasonable based on the costs and benefits to the City; and

WHEREAS, NHC, by utilizing the NHC Premises, will contribute to City in its efforts to enhance health and wellness in Las Vegas; and

WHEREAS, City has determined the lease of the NHC Premises for the purposes as herein set forth will provide a substantial benefit to the residents of the City; and

WHEREAS, City agrees to lease the NHC Premises and NHC agrees to lease the NHC Premises upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the terms, covenants, conditions, and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between City and NHC that the foregoing recitals are true and correct, and further agreed as follows:

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AGREEMENT

SECTION 1-DEFINITIONS

1.1. Definitions. As used herein the following terms shall have the following definitions:

"**NHC**" shall have the meaning set forth in the first paragraph of this Lease.

"**NHC Program Services**" shall have the meaning set forth in the Recitals, and as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference.

"**Activity and Use Limitations**" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Real Property and/or NHC Premises in order to ensure maintenance of a condition for the NHC Premises of no significant risk to public health or the environment.

"**Alterations**" shall have the meaning set forth in Section 8.1.

"**Applicable Environmental Guidance**" means all Applicable Laws, Activity and Use Limitations, and Environmental Laws. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Lease.

"**Applicable Laws**" shall have the meaning set forth in Section 6.1.

"**Building Improvements**" shall have the meaning set forth in the Recitals.

"**Charge**" shall have the meaning set forth in Section 10.1.

"**City**" shall mean the city of Las Vegas, Nevada, a Nevada municipal corporation.

"**Commencement Date**" shall have the meaning set forth in Section 2.2.

"Common Area" means parking areas (including parking decks), roadways, pedestrian sidewalks, truckways, loading docks for use by more than one tenant, delivery areas, landscaped areas, roofs, elevators and escalators and stairs not contained in leased areas, service, fire and exit corridors, passageways, common restrooms and all of the areas or improvements which may, at the commencement of the Lease Term hereof and at any time during the Lease Term, be provided upon the Real Property and Building Improvements, for the convenience and use of all tenants of the Real Property and their respective subtenants, agents, employees, customers, invitees, and any other licensees of Landlord. All Common Areas and facilities which Tenant may be permitted to use and occupy for Tenant's purposes, shall be used and occupied under a revocable license, provided however, no revocation of the license for Common Area use shall: (a) materially affect the conduct of the Tenant's business therein; or, (b) impose any additional obligations on, or restrict the rights of, the Tenant.

"Company Furnished Equipment" or "CFE" means items not permanently attached to a structure or building. For example: furniture, fixtures, medical devices, equipment and other items purchased by the Tenant with their own funds.

"Compensated Care" means services billed by Tenant to patients seen at the NHC Premises location where payment from the patient (cash payment or equivalent) or a third party payer (including without

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limitation Medicaid, Medicaid Expansion, Medicare, Veteran's Medical Benefits, or commercial insurance) has been received, excluding any payments from grants.

"**Covered Hazardous Substances**" shall have the meaning set forth in Section 6.8.B.

"**Effective Date**" shall have the meaning set forth in the first paragraph of this Lease.

"**Environmental Condition**" means (a) a Release or threat of a Release of any Hazardous Substances affecting the NHC Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Real Property that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Real Property which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"**Environmental Laws**" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substances.

"**Expiration Date**" shall have the meaning set forth in Section 2.2.

"**Governmental Authority**" or "**Governmental Authorities**" means the United States of America, the State of Nevada, the City of Las Vegas, Clark County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the NHC Premises (or any portion thereof).

"**Hazardous Substances**" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"**HVAC**" shall have the meaning set forth in Section 5.3.

"**Landlord**" shall have the meaning set forth in the first paragraph of this Lease.

"**Landlord Event of Default**" and "**Landlord Events of Default**" shall have the meanings set forth in Section 18.1.A.

"**Lease**" shall have the meaning set forth in the first paragraph of this Lease.

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"**Lease Term**" shall have the meaning set forth in Section 2.3.

"**Minor Alterations**" means all nonstructural Alterations not exceeding Ten Thousand Dollars ($10,000) annually during the Lease Term.

"**NRS**" means the Nevada Revised Statutes, as amended from time to time.

"**Option Term**" shall have the meaning set forth in Section 2.3.

"**Public Work**" shall have the meaning set forth in the Recitals.

"**Real Property**" shall have the meaning set forth in the Recitals.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances but does not mean any subsurface passive migration or leaching of any Hazardous Substances existing on the Real Property as of the Commencement Date.

"**Rent**" shall have the meaning set forth in Section 3.1.

"**Tenant**" shall have the meaning set forth in the first paragraph of this Lease.

"**Tenant Event of Default**" and "**Tenant Events of Default**" shall have the meanings set forth in Section 17.1.A.

"Tenant Hours" means Monday through Friday 7:00 a.m. to 4:00 p.m. local time and at least one Saturday each month from 9:00 a.m. to 1:00 p.m. local time.

"**Tenant's Property**" shall have the meaning set forth in Section 4.3.

SECTION 2-DEMISE OF PREMISES AND TERM

2.1. DEMISE.

A. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the NHC Premises, to have and to hold the NHC Premises during the Lease Term and subject to the terms and conditions herein contained. The NHC Premises are being leased to Tenant subject to covenants, restrictions and easements of record. Landlord reserves the right to use the exterior walls, floor, and roof in, above and below the NHC Premises, and retains the right to install, maintain, use, repair, and replace structural elements and utility equipment, including, but not limited to, pipes, ducts, conduits, wires, and appurtenant fixtures in, under, over, and through the NHC Premises, in locations that will not unreasonably interfere with Tenant's use of the NHC Premises.

B. **Exhibit "A"** sets forth the general layout of the Real Property and the approximate location of the building(s) and the NHC Premises, but is for informational purposes only and does not constitute a warranty, representation, or agreement of any kind on the part of Landlord. The Landlord shall make determinations in its sole discretion as to the use/tenancy of the second floor excess space at the Real Property. Landlord also reserves the right, without incurring any liability to Tenant and without altering in any way Tenant's obligations under this Lease, to (i) change the tenant mix of the Real Property without prior notice, (ii) increase, reduce, or change the size, height, or layout of the Real Property or any part thereof, including without limitation the right not to construct any proposed improvements or portion of the Real Property which may or may not be shown on the site plan and the right to change the parking plan, and/or parking ratios (provide however, the Tenant's parking ratio shall

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not be changed without the Tenant's prior written consent, which shall not be unreasonably withheld) or to construct new buildings and structures in the Real Property and to remove and replace existing buildings, tenants, and structures in the Real Property, and (iii) make alterations to and build additional stories on the building in which the NHC Premises are located, and to construct other buildings and improvements in the Real Property, including any modifications of the Common Area. Tenant hereby consents to the exercise by Landlord of the rights set forth in this paragraph and agrees that the exercise of such rights by Landlord shall not diminish Tenant's obligations under this Lease. Tenant acknowledges and agrees that any representation of the square footage of the NHC Premises by Landlord IS APPROXIMATE and represents the Landlord's best guess, and Landlord does not guarantee its accuracy.

C. PARKING AREAS. It is understood and agreed that the Tenant shall have the right to use the Common Area parking lot on the Real Property at no additional charge. All unassigned parking areas, access roads, courtyards, and other Common Areas, facilities, or improvements furnished by Landlord are for the general and non-exclusive use in common of all tenants of the Building Improvements, and those persons invited upon the Real Property and shall be subject to the exclusive control and management of Landlord. Landlord shall have the right, without obligation, to establish, modify, and enforce such rules and regulations, which the Landlord may, in its sole opinion, deem reasonable and/or necessary. Landlord shall cause to be maintained, automobile parking areas within the Real Property for the benefit and use of the visitors and patrons and employees of Tenant, and other tenants and occupants of the Real Property, subject to any and all conditions as set forth in this Lease. The parking areas shall include the automobile parking stalls, driveways, entrances, exits, sidewalks and attendant pedestrian passageways and other areas designated for parking. Landlord shall determine the nature and extent of the parking areas and make such changes which, in its opinion, are in the best interests of all persons using the parking area. Nothing contained in this Lease shall be deemed to create liability upon Landlord for any damage to motor vehicles of visitors or employees. Tenant shall hold harmless Landlord and defend Landlord, its agents and employees against any and all claims of the employee and/or owner of the vehicle towed hereof respectively.

2.2. PRIMARY TERM.

A. Unless earlier terminated in accordance with the terms in this Lease, the Primary Term shall be for a term of five (5) years, commencing on the first day of the month following the date that Landlord obtains temporary certificate of occupancy for the Building Improvements, currently estimated to be November 1, 2021, but in no event later than the date when Tenant opens for business to the public in the NHC Premises ("**Commencement Date**"), and terminating on the fifth (5th) anniversary of the Commencement Date at 11:59 pm local time ("**Expiration Date**"). Tenant expressly agrees, and this Lease is made upon the express condition, that Landlord shall not be liable, responsible, or in any way accountable to Tenant, Tenant's agents, employees, servants, customers or invitees, or to any person whomever, for any loss incurred by Tenant or its business due to any delays incurred in occupying the NHC Premises. However, Landlord understands that Tenant will not be responsible for Rent until the actual Commencement Date. Following the Commencement Date, Landlord may prepare a certificate to be signed by Landlord and Tenant confirming the Commencement Date, the Expiration Date, and any other critical dates provided for in this Lease. Tenant agrees to execute and return such certificate to Landlord within fifteen (15) business days following Landlord's request and in the event Tenant fails to return such certificate within such 15 business day period, the information contained therein shall be deemed to be correct.

B. In addition to any other termination rights stated herein, if the Commencement Date has not occurred by November 1, 2021, and the Parties cannot by mutual written amendment to this Lease agree to extend the estimated Commencement Date beyond November 1, 2021, then either Tenant or

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Landlord shall have the sole right, and in their sole discretion, to terminate this Lease upon thirty (30) days' written notice to the other, with no further obligations hereunder.

C. By entry hereunder, Tenant shall be deemed to have accepted the NHC Premises (except for minor items of work and minor adjustments that can be completed after occupancy of the NHC Premises without causing undue interference with Tenant's reasonable use of the NHC Premises [i.e., commonly referred to as "punch list" items]) as being in good and sanitary order, condition and repair, subject to Applicable Laws governing and regulating the use of the NHC Premises and any covenants or restrictions of record, and accepts this Lease subject thereto as to all matters disclosed thereby and by any exhibits attached hereto. Landlord shall use its reasonable efforts to complete the punchlist items as quickly as reasonably possible. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the present or future suitability of the NHC Premises for the conduct of Tenant's business. Tenant shall have access to the building through all public entrances during normal Tenant Hours. After Tenant Hours, Tenant shall be allowed access through those entrances designated by the Landlord as after-hour entrances by means of cards or keys provided by Landlord for such purpose.

2.3. OPTION TERMS. At all times during which this Lease is in force and effect, and if Tenant is not in default of this Lease beyond the expiration of any applicable cure period, Tenant may request to extend this Lease for two (2) additional terms of one (1) year each (each, an "**Option Term**") by giving a written request addressed to the attention of the City's Real Estate Administrator at least ninety (90) days prior to the expiration of the Primary Term or any Option Term, and upon receiving such request, Landlord shall provide written notification of approval or denial of the Option Term within thirty (30) days of receipt of the request. Landlord's approval of any Option Term shall not be unreasonably withheld, delayed, or conditioned. Any reference to "**Lease Term**" in this Lease shall include the Primary Term and any Option Term. Each Option Term shall be based upon all of the terms and conditions contained in this Lease, unless otherwise stated between Landlord and Tenant in writing.

2.4. HOLDING OVER. Should Tenant hold possession of the NHC Premises after the expiration or earlier termination of the Lease Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions set forth herein. If Tenant fails to surrender the NHC Premises upon the expiration of this Lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation, any claims made by any succeeding tenant relating to such failure to surrender provided that Tenant has received thirty (30) days advance notice of any succeeding tenant. The foregoing provisions of this Section are in addition to, and do not affect, Landlord's right to re-entry or any other rights of Landlord under this Lease or at law.

2.5. OWNERSHIP/CONSTRUCTION.

A. The Parties agree that Landlord's Work, the Real Property and Building Improvements are owned by Landlord, and Tenant has no right, title, or interest in the Real Property and the Building Improvements other than the leasehold interest in the same created by this Lease.

B. Tenant shall purchase and install, at its sole expense, all Company Furnished Equipment necessary for the operation of the NHC Premises and NHC Program Services. Upon termination or completion of this Lease, the Tenant shall remove and retain all Company Furnished Equipment. Tenant shall commence the installation of Company Furnished Equipment and any other Tenant's Work as set forth in **Exhibit "D"**, if any, promptly upon substantial completion of Landlord's Work and Tenant shall diligently pursue such installation and work to completion. All of Tenant's Work shall be at Tenant's sole cost and expense pursuant to plans and specifications which meet Landlord's reasonable approval. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. The

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location of the trash containers shall be reasonably designated by Landlord. During the Tenant improvement period, Tenant and its contractor, if any, shall keep the Real Property free of all construction and related debris. Prior to opening for business, Tenant shall remove all construction and related debris from the NHC Premises and the Real Property, and all such areas shall be left in a broom clean condition. Tenant's contractor shall name Landlord as an additional insured on contractor's insurance policies. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all covenants, conditions and restrictions of record, governmental statutes, ordinances, rules and regulations pertaining thereto. Tenant covenants that no work by Tenant's employees, agents or contractors, shall disrupt or cause a slowdown or stoppage of any work conducted by Landlord on the NHC Premises or Real Property.

C. Landlord shall deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the NHC Premises upon substantial completion of Landlord's Work as described in **Exhibit "D"**.

SECTION 3-RENT; ADDITIONAL RENT; REGULATORY COMPLIANCE

3.1. RENT.

A. It is the objective of this Lease that the NHC Premises be financially viable for the Tenant to render services to the community, and over time, becomes revenue generating for both Parties. To that end, the Landlord will not charge the Tenant traditional fixed rent for the occupation and use of the NHC Premises. Commencing on the nineteenth (19th) month after the Commencement Date, Tenant will pay the Landlord a flat fee of Ten Dollars ($10.00) per insured or paying patient of Compensated Care per unique patient encounter(s)/visit(s) collected (the "**Rent**"). However, Tenant will pay no Rent to the City for any patients that the Tenant services for free. Tenant will not pay the City any Rent for the first eighteen (18) months succeeding the Commencement Date.

B. Tenant's payment of Rent during the Lease Term shall be due and payable within fifteen (15) days following the end of each calendar month. Tenant's payment of Rent for the month shall be calculated on and accompanied by a written statement signed by Tenant and certified by it to be true and correct showing the number of per insured(s) or paying patient(s) of Compensated Care per unique patient encounter(s)/visit(s) during the preceding calendar month multiplied by Ten Dollars ($10.00). If Tenant provides Compensated Care in any preceding calendar month where said payment isn't received by Tenant in time for purposes of being included for Rent calculation on the succeeding calendar month's written statement to Landlord, then said Compensated Care payment shall be included for calculation of Rent on the next monthly written statement to Landlord after said Compensated Care payment is received by Tenant. In addition, Tenant shall provide statistical information in the HMIS system and other monthly and quarterly data to Landlord to the extent allowable by the Health Insurance Portability and Accountability Act (HIPAA), including (i) Monthly progress report, (ii) Monthly performance report, and (iii) Monthly finance report, all utilizing a format provided by the City and reasonably agreed to by the Tenant. All required reporting obligations from the Tenant pursuant to this Lease shall begin on the Commencement Date notwithstanding Tenant not having to pay Rent for the first eighteen (18) months succeeding the Commencement Date.

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C. Tenant hereby covenants and agrees to pay Rent to Landlord as provided herein, without prior demand, deduction, or set-off whatsoever, in lawful money of the United States of America at such place or places as may from time to time be designated in writing by Landlord.

D. In addition to the Rent, Tenant shall pay to Landlord a refundable key/cardkey fee of Twenty-Five Dollars ($25.00) per key/cardkey. If Tenant requests a lock core change for any interior or exterior doors to the NHC Premises, the fee paid by Tenant to Landlord shall be Thirty Dollars ($30.00) per lock core.

E. The Landlord shall have the right to audit the Tenant's books, records and other documents directly pertinent to the performance of this Lease and payment of Rent. Examination of records shall be to the extent allowable by the Health Insurance Portability and Accountability Act (HIPAA). The Tenant agrees to maintain books, records and other documents directly pertinent to performance of this Lease and the payment of Rent in accordance with generally accepted accounting principles and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the Landlord, or its designated representative. The Landlord, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Tenant will provide proper facilities for such access and inspection. The books, records and other documents under this Section shall be maintained for six (6) years after the date of the termination of this Lease. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Lease, 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. If at any time during the term of this Lease, or at any time after the expiration or termination of the Lease, the Landlord or the Landlord's designated representative(s) find the dollar liability is more than payments made by the Tenant to the Landlord, the Tenant agrees that the difference shall be repaid immediately by the Tenant to the Landlord.

3.2 ADDITIONAL RENT. All other charges or payments of whatever nature required to be paid by Tenant to Landlord under this Lease, except Rent stated above, shall be referred to as "**Additional Rent**". Rent shall be paid in the manner specified in Section 3.1(B); all other charges or whatever kind required to be paid by Tenant under this Lease, including the Exhibits attached hereto, shall, unless otherwise specified, be due and payable fifteen (15) days after demand, without any deductions or set-off whatsoever, in the manner and at the place where Rent is payable. Payment of all required Additional Rent obligations by the Tenant pursuant to this Lease shall begin on the Commencement Date notwithstanding Tenant not having to pay Rent for the first eighteen (18) months succeeding the Commencement Date.

3.3 REGULATORY COMPLIANCE.

A. Upon Landlord's information and belief, Landlord is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("**Referral Source**"). Landlord covenants, during the term of the Lease, including any extensions or renewals thereof, Landlord will not knowingly take any action that would cause it to become a Referral Source as to Tenant.

B. In the event Landlord, or Landlord's successors or assigns, become a Referral Source, then the following portion of this Section 3.3 will not apply until such time Landlord or its successors or assigns becomes a Referral Source:

Compliance. Landlord and Tenant agree that it is not the purpose of this Lease to exert

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any influence over the reason or judgment of any party with respect to the referral of patients or other business between Landlord and Tenant, but that it is the parties' expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient's physician. The parties further agree and acknowledge that (a) Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Tenant's proportionate share does not exceed Tenant's pro-rata share for expenses and the rentable area of the NHC Premises does not exceed the reasonable square footage needed for the legitimate business plans of Tenant.

Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "**Exclusion**"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. Landlord agrees that Tenant may screen Landlord against applicable Exclusion databases on an annual basis. Landlord shall have the right to immediately terminate the Lease upon written notice to Tenant if a change in applicable health care laws or reimbursement systems affects the legality of the Lease. Alternatively, the parties also further agree that if a change in applicable health care laws or reimbursement systems affects the legality of the Lease, then Landlord and Tenant may have the right to further amend this Lease, and shall cooperate diligently and in good faith in doing so, for the purposes of modifying the Lease to render it compliant.

The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall intentionally violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law.

SECTION 4-DELIVERY/ACCEPTANCE; TERMINATION AND SURRENDER

4.1. DELIVERY/ACCEPTANCE OF THE PROPERTY. Upon the Commencement Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the NHC Premises and fixtures. Tenant acknowledges and agrees that it is leasing the Property based solely upon Tenant's inspection and investigation of the Real Property, NHC Premises, and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations, and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Property in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the NHC Premises including, but not limited to, the Building Improvements and infrastructure, if any, development rights, expenses associated with the NHC Premises, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials, or any other matters affecting or relating to the Property.

4.2. TERMINATION. In addition to other termination provisions contained in this Lease, the Landlord shall have the right at any time to terminate this Lease for any reason whatsoever (including no

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reason). Such termination shall be effected by written notice from the Landlord to the Tenant specifying the extent and effective date of the termination, which shall be no earlier than ninety (90) days following the date of such written notice to Tenant. On the effective date of the termination, the Tenant shall terminate all NHC Program Services and take all reasonable actions to mitigate expenses.

4.3. SURRENDER OF PROPERTY. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, within thirty (30) days after receipt of written notice, remove all personal property and trade fixtures which Tenant has installed or placed in or on the NHC Premises (all of which are hereinafter collectively referred to as "**Tenant's Property**"), from the NHC Premises and repair all damage thereto resulting from such removal and Tenant shall thereupon peaceably surrender the NHC Premises in accordance with the terms of this Lease and in good order, condition and repair, broom clean, excepting only reasonable wear and tear. Tenant shall also provide to Landlord such customary deeds and other instruments reasonably requested by Landlord in connection with the surrender of the NHC Premises. In the event Tenant shall fail to remove any of Tenant's Property, Tenant's Property shall be deemed abandoned and Landlord shall retain such Tenant's Property without any payment or offset therefore. Tenant understands and agrees that Landlord shall be afforded all rights and remedies pursuant to this Lease, in law and in equity should Tenant violate this Section. The provisions of this Section shall survive termination of this Lease.

SECTION 5-UTILITIES AND MAINTENANCE

5.1. LANDLORD UTILITIES. Landlord shall provide the following utilities to the Real Property, including its Building Improvements and Common Areas:

A. electric, gas, water, sewer, and trash removal utilities; however, Landlord shall only be responsible to pay for one-half (1/2) of said expenses. The other one-half (1/2) shall be the responsibility of the Tenant pursuant to Section 5.2 below as Additional Rent.

Landlord's obligation to furnish utilities is subject to the rules and regulations of applicable utilities and of any governmental authority. Landlord does not warrant that the services provided for herein will be free from any irregularity or stoppage. Landlord shall use due diligence to correct the same, but no such condition or event will create any liability for Landlord, or constitute an eviction, actual or constructive, of Tenant, or cause any abatement of the Rent payable under this Lease or relieve Tenant from any of its obligations under this Lease. In the event any maintenance contemplated herein is required by reason of the negligent or willful misconduct of Tenant or its employees, agents, or invitees or of any other person using the NHC Premises with Tenant's express or implied consent, and except for fire or casualty losses, Landlord may make such repair and invoice the Tenant for same.

5.2. TENANT UTILITIES. Tenant shall procure and/or pay as Additional Rent reoccurring costs for the following utilities for the Real Property, including its Building Improvements and Common Areas:

A. one-half (1/2) of the electric, gas, water, sewer, and trash removal utilities for the Real Property, including its Building Improvements and Common Areas; and

B. all computer systems, phone and internet service costs for the NHC Premises; and

C. all security services for the NHC Premises only (Landlord may in its sole discretion provide security personnel for the Real Property, but the expense for said security personnel shall be born solely by Landlord); and

D. all bio-medical waste disposal from the NHC Premises and NHC Program Services; and

E. all janitorial services in the NHC Premises.

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5.3. LANDLORD MAINTENANCE AND REPAIRS. Except for damage caused by any negligent or willful misconduct of Tenant, or its employees, agents, suppliers, shippers, customers or invitees, (in which event Tenant shall repair the damage), Landlord shall repair or maintain the non-NHC Premises Building Improvements and Real Property, including the following:

A. Major Building Improvement systems such as electrical (behind walls and underground), mechanical, plumbing (behind walls and underground), heating, air conditioning and ventilation ("**HVAC**") systems. As it pertains to any special equipment of Tenant, Landlord makes no representation with respect to the adequacy or fitness of the HVAC equipment in the building to maintain satisfactory temperatures, and Landlord shall have no liability for loss or damage in connection therewith; and

B. Building Improvement shell maintenance (e.g. foundations, roof, exterior walls, Common Area doors, and Common Area windows). Landlord shall not be required to maintain, repair or replace the interior doors, windows or plate glass of the NHC Premises; and

C. life-safety systems maintenance, inspections, and testing costs; and

D. parking lot and walkway maintenance; and

E. landscaping, hardscaping, and irrigation maintenance; and

F. Exterior pest control.

The Landlord may, but is not obligated to, contract for security personnel to monitor the Common Areas of the Real Property. The extent and scope of the use of security personnel to monitor the Common Area, including the parking area, shall be under Landlord's sole control. The use of security personnel shall be for the protection of the Common Areas and Building Improvements, and shall not create nor impose upon Landlord or its agents an obligation or duty to protect or defend the property or personal well being of Tenant, its employees, guests or agents.

If Landlord fails to maintain or repair the Building Improvements and Real Property as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than sixty (60) days after such written notice), then Tenant may, without declaring Landlord in default of this Lease and upon ten (10) days prior notice to Landlord, (except that no notice shall be required in the case of an emergency), perform such maintenance or repair on behalf of Landlord. In such case, Landlord shall reimburse Tenant for all reasonable costs incurred in performing such maintenance or repair.

5.4. TENANT MAINTENANCE AND REPAIRS. Tenant shall maintain the NHC Premises, and every part thereof, in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials and pharmaceuticals/controlled substances on the NHC Premises. Tenant shall further not suffer or permit any person to commit any waste on the NHC Premises. Tenant shall be solely responsible for the cost and expense of the following:

A. exterior and interior doors and windows to the NHC Premises; and

B. The portion of Common Area walls that are interior to the NHC Premises; partition walls, floors, and ceilings in the NHC Premises; and



C. repairs to the plumbing fixtures (e.g. hot water heater, faucets, toilets, and drinking water fountains and systems, including filters) and electrical fixtures (light bulbs, light fixtures, light switches, receptacles, and emergency lighting bulbs and batteries) in the NHC Premises; and

D. all kitchen appliances in the NHC Premises; and

E. HVAC system filters in the NHC Premises; and

F. pest control in the NHC Premises; and

G. the proper and secure storage of pharmaceuticals/controlled substances or other regulated substances in the NHC Premises.

If Tenant fails to maintain or repair the NHC Premises as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than sixty (60) days after such written notice), then Landlord may, without declaring Tenant in default of this Lease and upon ten (10) days prior notice to Tenant, except that no notice shall be required in the case of an emergency), enter the NHC Premises and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision, promptly upon demand.

5.5. INTENTIONALLY LEFT BLANK.

5.6 LANDLORD'S RIGHT OF ENTRY. Landlord or its agents, at reasonable times, may enter into the NHC Premises without any liability whatsoever for the purposes of (i) inspecting the NHC Premises; (ii) inspecting the performance by Tenant of the terms and conditions hereof; (iii) showing the NHC Premises to prospective tenants or purchasers; (iv) inspecting, repairing or maintaining the Common Area and the Real Property, if it is reasonably necessary for the Landlord to enter the NHC Premises to do so; and (v) making such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the NHC Premises that may be reasonably required therefore without the same constituting an eviction of Tenant in whole or in part, and the rents reserved herein shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. Except in the case of an emergency, Landlord shall give Tenant reasonable notice of any and all intended entries or inspections pursuant to this Section. Landlord further agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease, except when accompanied by an authorized representative of Tenant (or in the event of an emergency whereby waiting to be accompanied by an authorized representative of Tenant would jeopardize the health or safety of individuals and/or the Building Improvements, NHC Premises, or Real Property itself), neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter areas of the NHC Premises designated by Tenant as location where patient medical records are kept or stored or where such entry is prohibited by applicable state or federal health care privacy laws.

5.7 COMMON AREAS.

A. Landlord hereby grants to Tenant, the non-exclusive use of the Common Area in common with Landlord and with all others for whose convenience and use of the Common Area has been or may hereafter be provided by Landlord; subject, however, to rules and regulations for the use thereof

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as prescribed from time to time by Landlord.

B. Landlord shall at all times have the exclusive control and management of the Common Area. Landlord shall have the right from time to time to employ personnel; establish, modify and enforce reasonable rules and regulations; construct, maintain and operate lighting facilities; police the Common Area and facilities; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Tenant, its officers, agents and employees to employee parking areas; to close all or any portion of the Common Area to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any interest therein by any person or the public; temporarily close all or any portion of the parking areas or facilities to discourage non-customer parking; and to do and perform such other acts in and to the Common Area as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants of the Building Improvements or Real Property, their employees, invitees and customers.

C. Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations as prescribed from time to time by Landlord, and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make provided said additions/modifications are reasonable and are uniformly applied to all tenants. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building Improvements or Real Property.

SECTION 6-USE OF NHC PREMISES

6.1. PURPOSE; COMPLY WITH LAW. Tenant may use and occupy the NHC Premises solely for the purpose of conducting its business, which is expressly limited to NHC Program Services. As part of performing its NHC Program Services, the Tenant shall provide a staff member to conduct research of patient's existing insurance benefits and provide guidance with maximizing coverage and/or with the enrollment of patients in new insurance benefits. Tenant shall, at all times during the Lease Term, comply with all federal, state and local governmental rules, policies, permits, authorizations, regulations, ordinances, codes, statutes, and laws, now or hereafter in effect pertaining to the NHC Premises or the use thereof (collectively, the "**Applicable Laws**"). In addition, Tenant shall perform the NHC Program Services requirements as detailed in **Exhibit "B"**.

6.2. USE RESTRICTIONS. Tenant shall use the NHC Premises only to conduct activities that are substantially related to NHC Program Services constituting the basis for the Landlord entering into this Lease. Tenant shall not construct or permit any use of the NHC Premises for any commercial purpose, excepting those commercial purposes operated by Tenant or its agents and that directly support Tenant's operations as detailed this Section. Tenant shall not do or permit anything to be done in or about the NHC Premises which will tend to create a nuisance, permit any waste, or obstruct or interfere with the reasonable rights of other tenants or occupants of the Real Property. Tenant shall prevent odors, emissions, fumes, liquids or other substances or excessive noise from escaping or extending beyond the NHC Premises, and shall not use or allow the Premises or Common Areas of the Real Property to be used for any unlawful or extra hazardous purpose. Tenant shall refrain from using or permitting the use of the NHC Premises or any portion thereof as living quarters, sleeping quarters or for lodging purposes. If Tenant's use of the NHC Premises for anything other than the NHC Program Services, Tenant shall have thirty (30) days to remove such use from the NHC Premises upon notice from Landlord. If the use is not removed with thirty (30) days after notice from Landlord, this Lease shall terminate and Tenant will surrender the NHC Premises to Landlord pursuant to the terms of this Lease.

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6.3. TENANT'S COVENANT TO CONTINUOUSLY OPERATE NHC PREMISES. Tenant covenants and agrees that it shall continuously and without interruption, occupy and operate (during Tenant Hours) the NHC Premises during the entire Lease Term in a manner consistent with Tenant's NHC Program Services objectives with due diligence and efficiency. Additional permitted uses include administrative offices, storage, and other such incidental uses related to the Tenant's operations. Additional uses not contemplated herein are subject to the review and approval by the City Manager, which shall not be unreasonably conditioned, delayed, or withheld.

6.4. MARKETING. Tenant shall provide an annual marketing plan to the Landlord; due on or before the annual anniversary of the Commencement Date. The Landlord will support marketing efforts by the Tenant through social media, website, neighborhood outreach and partnership networking, but in no event shall Landlord's support reach to the level so to be considered a Referral Source.

6.6. NAMING RIGHTS. Landlord shall retain the building name as its exclusive property, and Tenant shall operate at the NHC Premises as "City of Las Vegas Health and Wellness Centers" and Tenant may add "operated by Nevada Health Centers". In the event the use of the aforementioned name creates a trademark, service mark or trade dress right, the City shall have an exclusive and irrevocable ownership right in such trademark, service mark or trade dress.

6.7. SIGNAGE. Tenant shall be permitted to display one or more signs indicating that an NHC City of Las Vegas Health and Wellness Center program is housed at the NHC Premises. Any new signage installed by Tenant shall be professionally fabricated and installed in accordance with the City's Municipal Code, design guidelines, and brand standards at the sole cost of Tenant. Tenant, at Tenant's expense, shall prepare and shall submit to Landlord three (3) copies of the plans and specifications for Tenant's sign(s), prior to fabrication or installation of the signs. The plans shall include detailed information concerning the size, location, materials, color, electrical devises and connections. Landlord shall have ten (10) working days from receipt of the plans to approve/disapprove them. Failure by Landlord to respond shall be deemed rejection of the plans. Tenant shall be prohibited from placing any other signage on, about or in front of the Real Property, or the NHC Premises, without the prior written consent of Landlord. This shall include but not be limited to: banner signs, marquee signs, trailer signs, billboard signs, and window painted signs. If Tenant violates this restriction, Landlord shall have the right, without notice to Tenant, to remove such sign without liability therefore. Tenant shall maintain the sign(s) during the entire Lease Term. The sign(s) shall be kept clean and in operational condition and Tenant shall develop a continuing maintenance program to ensure same.

6.8. ENVIRONMENTAL CONDITIONS.

A. NO HAZARDOUS SUBSTANCES. Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the NHC Premises prior to or as of the Commencement Date. After the Commencement Date, Tenant shall not use the NHC Premises, or permit any entity or person to use the NHC Premises, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any Hazardous Substances; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Substances (a) to the extent packaged and contained in cleaning or office products for consumer use in quantities for ordinary day-to-day use, and (b) to the extent customarily used in the Tenant's operations. If Tenant knows, or has reasonable cause to believe, that Hazardous Substances have come to be located in, on, under or about the NHC Premises during the Lease Term, Tenant shall promptly give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party concerning the presence, spill, release, discharge of,



or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the NHC Premises during the Lease Term. If any Hazardous Substances, are present in or about the NHC Premises during the Lease Term, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the NHC Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand therefor by Landlord. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Section, unless specifically so provided in such agreement.

B. ENVIRONMENTAL INDEMNITY. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the NHC Premises prior to or as of the Commencement Date. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the NHC Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (i) Tenant's failure to use or occupy the NHC Premises in a manner consistent with Applicable Environmental Guidance; or (ii) any Hazardous Substances brought onto the NHC Premises by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Lease Term ("**Covered Hazardous Substances**"). Tenant's indemnification obligations under this Section shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Lease Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Section , unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this Section shall include, without in any way limiting the foregoing:

a. All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

b. Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

c. Liability for personal injury or NHC Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity in this Section shall survive termination of this Lease.

C. INSPECTION. Landlord or its agents, employees or contractors may enter the NHC Premises during normal business hours after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required), to examine the NHC Premises to determine compliance with the terms of this Lease. At all times, Landlord, its invitees and agents, will

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comply with Tenant's security procedures, which shall include presentation of identification as a condition of entry and signing in and out.

SECTION 7-ADDITIONAL COVENANTS OF LANDLORD AND TENANT

7.1. NO NEW ENCUMBRANCES. Tenant shall not, without Landlord's prior approval, which approval may be withheld at Landlord's sole discretion, cause or permit the NHC Premises to become subject to any liens or encumbrances in addition to those recorded against the NHC Premises as of the Commencement Date.

7.2. COMPLIANCE WITH BUDGET LAWS. All of the Landlord's financial obligations under this Lease are subject to the governing body of Landlord lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon Landlord only to the extent such an appropriation is made. Nothing contained in this Lease obligates Landlord to make any such appropriation; provided, however, if Landlord fails to fulfill any of its obligations hereunder for such reason, Tenant may terminate this Lease on thirty (30) days' notice.

SECTION 8-ALTERATIONS

8.1. Except for Minor Alterations, Tenant shall not make any alterations, additions, or improvements to the NHC Premises (collectively "**Alterations**") including, without limitation, any Alterations to the exterior of the NHC Premises (including signage) without Landlord's prior written consent, which shall not be unreasonably withheld or conditioned. Tenant shall deliver to Landlord, for Landlord's approval (which approval shall not be unreasonably withheld, delayed, or conditioned) prior to bidding (to the extent bidding is required for such Alterations) any construction of the Alterations (except for Minor Alterations), a complete set of plans and specifications for the proposed Alterations (except for Minor Alterations), copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all the necessary permits for such construction, to the extent each is completed and available at such time. Except for Minor Alterations, Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any Alterations constructed in violation of this Section promptly following Landlord's written demand therefore. All Alterations will be accomplished in a good and workmanlike manner, in conformity with all Applicable Laws, and by a contractor approved by Landlord which approval shall not be unreasonably withheld, provided that Landlord's approval of the contractor shall not be required for Minor Alterations. Landlord's approval of the plans, specifications and working drawings for any Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all Applicable Laws. Except for Minor Alterations, upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials. All Alterations, including Minor Alterations, shall be made in compliance with and in accordance with NRS Chapter 338, to the extent applicable.

Tenant shall provide its own trash container or containers for construction debris; shall promptly remove all construction and related debris from the NHC Premises and all Common Areas; immediately following completion of construction shall return the NHC Premises and Common Areas to the condition they were in immediately prior to construction; shall repair and restore any portions of the Common Areas harmed as result of the construction activities to the condition they were in immediately prior to construction; shall use service entrances to the NHC Premises, if any; will conduct no core drilling, jack

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hammering or excessive noise during business hours; will disrupt other tenants as little as possible; and will pay to Landlord the amount of any and all damage to the roof caused by the penetration thereof, and the amount of any and all damages to the NHC Premises, Building Improvements and/or Real Property as a result of roof leaks caused by the penetration. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and shall indemnify, defend Landlord against, and hold Landlord harmless from any and all liability, costs, damages (including any damage to the Building Improvements, NHC Premises, Common Areas or any part of the Real Property), expenses (including attorneys' fees) and any and all liens resulting therefrom.

SECTION 9-TAXES

9.1. TAXES RELATED TO TENANT ACTIVITIES. Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the NHC Premises, including without limitation all taxes levied or assessed upon Tenant's CFE, equipment, furniture, fixtures and other Tenant Property located in or about the NHC Premises. Within ten (10) business days of written demand from Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment or fee.

9.2. LANDLORD RECEIVES STATEMENT OR BILL. Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within thirty (30) calendar days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

SECTION 10-LIENS

10.1. Tenant shall pay when due all claims for labor and material furnished to the NHC Premises other than any claims caused by or for the benefit of Landlord or any of its affiliates. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the NHC Premises by Tenant or on its behalf. Landlord may elect to record and post notices of non-responsibility on the NHC Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant which might be or become a lien or encumbrance or other charge (collectively a "**Charge**") against or upon the NHC Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the NHC Premises shall be filed against or upon the NHC Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute Additional Rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, right, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the NHC Premises or provide materials therefore.

Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any Charge so long as (i) such contest

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is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the Charge and that nonpayment of such Charge will not result in the sale, loss, forfeiture or diminution of the NHC Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the Charge shall be paid prior to the date any writ or order is issued under which the NHC Premises may be sold, lost or forfeited.

SECTION 11-INSURANCE

11.1. MAINTAIN INSURANCE POLICIES. Tenant shall, at Tenant's expense, maintain in force and effect on the Real Property and Building Improvements at all times the following insurance:

A. Commercial general liability insurance against claims for (i) bodily injury, (ii) property damage, (iii) all risk property insurance including theft and, if applicable, boiler and machinery coverage, written at replacement cost value in an adequate amount to avoid coinsurance and a full replacement cost endorsement insuring the Tenant's CFE, trade fixtures, equipment, merchandise and furnishings and any other items of personal property of Tenant and including the property of Tenant's customers located on or in the NHC Premises, (iv) broad form contractual liability coverage on, in or about the Real Property, and (v) and such other insurance as from time to time may be required by city, county, state or Federal laws, codes, regulations or authorities or which Landlord determines is reasonably necessary or appropriate under the circumstances, all in amounts not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. 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 commercial general liability insurance shall not be endorsed to exclude Abuse and Molestation (CG 21 46 07 98) coverage. Landlord shall be named as an additional insured party by endorsement under the commercial general liability policy (CG 20 11 04 13). The Tenant's commercial general liability policy shall have a waiver of subrogation endorsement in favor of the City, and shall be endorsed to include the City, its officers, and employees as additional insured. The deductibles or self-insurance portion under any such insurance policies to be carried by Tenant shall not exceed Five Thousand Dollars ($5,000).

B. Professional Liability Insurance (Errors and Omissions Coverage). This insurance shall protect the Tenant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Lease. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Lease. Any retroactive coverage must coincide with or predate the Effective Date of this Lease and may not be changed without the consent of the City. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Tenant and may not exceed $25,000 without the written approval of the Landlord. If the Tenant desires authority from the Landlord to have a deductible in a higher amount, the Tenant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the Landlord can ascertain the ability of the Tenant to cover the deductible from its own resources.

C. Commercial Automobile Liability Insurance. This insurance shall protect the Tenant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and



property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Tenant and any auto used to the performance of services under this Lease. The policy must insure all vehicles owned by the Tenant and include coverage for hired and non-owned vehicles. The Tenant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City, and shall be endorsed to include the City, its officers, and employees as additional insured. The deductibles or self-insurance portion under any such insurance policies to be carried by Tenant shall not exceed Five Thousand Dollars ($5,000).

D. When required by Applicable Laws, Industrial/Workers' Compensation Insurance protecting the Tenant and the Landlord from potential Tenant employee claims based upon job-related sickness, injury, or accident, during performance of this Lease, 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 Tenant is a sole proprietor, it will be required to submit an affidavit indicating that it 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 Tenant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City.

11.2. PROPERTY INSURANCE.

A. Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Building Improvements (but excluding items listed in subsection b. below), providing protection against all perils included in a Causes of Loss - Special Form policy (or its successor form), in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation).

B. Tenant, at its sole discretion, may obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to Tenant's own property, inventory, trade fixtures, and furniture, and personal property of others, providing protection against all perils included in a Causes of Loss - Special Form policy (or its successor form) in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation). Landlord is not responsible for Tenant's Property, CFE, inventory, trade fixtures and furniture, and personal property of others within the Tenant's care, custody, or control.

11.3. INSURANCE MISCELLANEOUS.

A. Tenant must provide compliant certificates of insurance and required endorsements to the Landlord or its designated certificate tracking service immediately upon request. The Tenant shall maintain coverage for a minimum of the Lease Term. The Tenant shall annually provide the Landlord'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 specific insurance policies (including renewal policies) required under this Section shall be provided to the Landlord or it's designated certificate tracking service if so requested.

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

C. 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 Landlord requires insurance carriers to maintain a Best's Key rating of A- VII or higher, (i.e., A- VII, A- VIII, A- IX, A- X, etc.). The adequacy of the insurance supplied by the Tenant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Landlord.

D. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. Unless otherwise stated herein, no deductible or self-insured retention may exceed $5,000.00 without the prior written approval of the Landlord.

E. Should Tenant request an increased deductibles or self-insured retentions, it must provide the Landlord a written request stating the desired amounts along with recent audited financial statements for review. The Landlord 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 Tenant is obligated to provide the deductibles or self-insured retentions established in the Lease at no additional expense to the Landlord.

F. If the Tenant fails to carry the required insurance, the Landlord may (i) order the Tenant to stop further NHC Program Services performance hereunder, declare the Tenant in breach, terminate the Lease if the breach is not timely remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and charge the replacement insurance costs back to the Tenant as Additional Rent.

G. Any contractor or subtenant approved by the Landlord shall be required to procure, maintain and submit proof of insurance to the Landlord of the same insurance requirements as specified above, and as required in this Section.

H. The Tenant is encouraged to purchase any additional insurance it deems necessary.

I. The Tenant is required to remedy all injuries to persons and damage or loss to any property of the Landlord caused in whole or in part by the Tenant, its contractors or anyone employed, directed or supervised by the Tenant.

J. NO PROHIBITED ITEMS OR USE. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the NHC Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

SECTION 12-DESTRUCTION OF NHC PREMISES; CONDEMNATION

12.1. SUBSTANTIAL DESTRUCTION. If through no fault of Tenant, or its employees, suppliers, customers or invitees, the Building Improvements should be totally destroyed by fire or other casualty, or if the Building Improvements should be damaged so that rebuilding cannot reasonably be completed within one-hundred and eighty (180) calendar days after the date of written notification by Tenant to Landlord of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

12.2. PARTIAL DESTRUCTION. If through no fault of Tenant, or its employees, suppliers, customers or invitees, the Building Improvements should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Landlord to Tenant of the destruction, this Lease shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Building Improvements to substantially the same condition in which they existed prior to the damage. The Rent

payable under this Lease during the period for which the NHC Premises are untenantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, Tenant or Landlord may at its option terminate this Lease by delivering written notice of termination to the other, whereupon all rights and obligations under this Lease shall cease to exist.

Notwithstanding the provisions of the above subsections of this Section, if the damage is due to the negligence or willful misconduct of Tenant or its employees, suppliers, customers or invitees, the cost of any repairs not covered by Tenant's insurance on the Building Improvements shall be borne by the Tenant, and Tenant shall not be entitled to rental abatement or termination rights. In addition, the provisions of this Section shall not be deemed to require Landlord to repair any improvements or fixtures installed by Tenant.

12.3 CONDEMNATION. Should the whole or any part of the Building Improvements be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the applicable portion of the Building Improvements, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this Section, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Building Improvements is condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If a part of the Building Improvements is taken which materially interferes with Tenant's use of the NHC Premises, Tenant shall have the option to terminate this Lease with respect to NHC Premises by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease in its entirety, this Lease shall continue in full force and effect.

SECTION 13-INDEMNIFICATION

13.1 TENANT INDEMNITY OBLIGATION.

A. Claims Not Based Upon or Arising out of Professional Services. Notwithstanding any of the insurance requirements set forth in Section 11, and not in lieu thereof, Tenant shall indemnify, defend and hold harmless Landlord and its elected officials, officers, directors, employees, and agents of Landlord (collectively, the "**Landlord Indemnified Parties**") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), suits, actions, decrees, judgments, arbitration awards, penalties, charges, or any other form of liability (collectively the "**Losses**") arising from or in connection with any of the following during the Lease Term (i) any negligence, errors, omissions, recklessness, or intentional misconduct of the Tenant or any of its officials, officers, employees, agents, customers, invitees, or volunteers, regardless of whether the Claims were caused in part by the Landlord; or (ii) a breach of any agreement between the Tenant or its employees, vendors, independent contractors, suppliers, clients or customers; or (iii) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Tenant shall further indemnify and hold harmless the Landlord Indemnified Parties from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, its Board of Trustees, executive director, employees, agents, customers, invitees, and volunteers during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against the Landlord Indemnified Parties by reason of any such claim, Tenant, upon notice from

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Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the NHC Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against any Landlord Indemnified Parties. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. If the Tenant or the Tenant's insurer fails to defend the Landlord Indemnified Parties as required herein, the Landlord Indemnified Parties shall have the right, but not the obligation, to defend the same and, if the Tenant is adjudicated by the trier of fact to be liable, the Tenant 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 Tenant. 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. Tenant's obligations under this Section shall survive any termination of this Lease.

B. Claims Based Upon or Arising out of Professional Services. Notwithstanding any of the insurance requirements set forth in Section 11, and not in lieu thereof, the Tenant shall indemnify, defend and hold the Landlord Indemnified Parties, harmless from any and all 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 Tenant or any of its officials, officers, employees, agents, which are based upon or arising out of the professional services performed by the Tenant or any of its officials, officers, employees, agents, in the performance of the NHC Program Services. If the Tenant or any of its officials, officers, employees, agents, 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 Tenant to the Landlord Indemnified Parties, as reimbursement for the attorney's fees and costs incurred by the Landlord Indemnified Parties in defending the Professional Liability Claims, in an amount proportionate to the liability of the Tenant.

SECTION 14-ASSIGNMENT AND SUBLETTING

14.1. WITH RESPECT TO TENANT. Tenant shall not assign or transfer this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the NHC Premises, whether by assignment, mortgage, license, transfer, operation of law, without the prior express written consent of the Landlord, which consent may be granted or withheld at Landlord's sole discretion. Upon any valid assignment of this Lease, Tenant shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect Tenant's obligation to perform its agreements hereunder.

A. PERMITTED SUBLEASES. Tenant may not sublease any portion of the NHC Premises to a third-party for any purposes without Landlord's prior written consent, which consent may be granted or withheld at Landlord's sole discretion. Upon approval of any sublease, Tenant shall submit a copy of the final draft of the sublease to Landlord's written consent prior to execution by Tenant and sublessee.

B. EXCEPTIONS. Notwithstanding anything to the contrary herein, Tenant may, without Landlord's consent, assign this Lease or sublease the NHC Premises, or any portion thereof, to any entity into which or with which Tenant merges or consolidates, with no release from liability hereunder of the obligations of Tenant originally named in this Lease, and Tenant shall deliver to Landlord a copy of a document satisfactory to Landlord in its reasonable discretion by which such assignee or sublessee agrees

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to assume and perform the appropriate terms, conditions and covenants of Tenant under this Lease. Any such sublease shall be under and subject to all the terms and conditions of this Lease, which subordination must be confirmed in writing by subtenant and delivered to Landlord prior to the effective date of such sublease.

SECTION 15-PROHIBITION OF LEASEHOLD ENCUMBRANCES

15.1. Tenant shall not in any way pledge or encumber any or part of its interest in this Lease without the prior written consent of Landlord which consent may be granted or withheld at Landlord's sole discretion.

SECTION 16-ESTOPPEL CERTIFICATE

16.1. Tenant shall, without charge, within ten (10) business days of any demand therefore by Landlord, execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning this Lease, the NHC Premises and Tenant as Landlord or said designee may request. In the event that Tenant fails to execute and/or deliver any such certificate or offset statement to Landlord within said ten (10) business days, Tenant hereby appoints Landlord and its permitted successors and assigns, as attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant. Similarly, Landlord shall, without charge, within ten (10) business days of any demand therefor by Tenant, execute and deliver to Tenant and/or Tenant's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Landlord, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning the Lease, the NHC Premises and Landlord as Tenant and/or said designee may request.

SECTION 17-DEFAULT

17.1. TENANT'S DEFAULT.

A. Each of the following events shall be deemed to be events of default by Tenant under this Lease (each, a "**Tenant Event of Default**" and collectively, "**Tenant Events of Default**"):

a. Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for five (5) days after written notice thereof from Landlord;

b. Except as provided in paragraph c next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than forty-five (45) days after such written notice. Said time period may be extended at Landlord's sole discretion;

c. Tenant violates the covenants and restrictions set forth in Section 6 hereof and

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such violation continues for more than thirty (30) days after written notice from Landlord;

d. Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Tenant shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than forty-five (45) days after such written notice. Said time period may be extended at Landlord's sole discretion;

e. There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days;

f. If Tenant abandons or vacates the NHC Premises for thirty (30) consecutive days or fails to operate the NHC Premises for thirty (30) consecutive days and such condition is not caused by the NHC Premises being damaged or condemned;

g. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property or if Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

h. Tenant's failure to complete Tenant's Work in accordance with the terms, covenants and conditions of this Lease.

B. LANDLORD REMEDIES FOR TENANT DEFAULT. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

a. Terminate Tenant's right to possession of the NHC Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the NHC Premises to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the NHC Premises, in which event Tenant hereby releases Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

b. Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the NHC Premises, and (ii) enforce any rights Landlord may have against said NHC Premises or store any personal property remaining in the NHC Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such NHC Premises, whether of Tenant or any third party whomsoever;

c. Landlord may, without being obligated and without waiving the Tenant Event of

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Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default as Additional Rent. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

d. In addition to any other remedies it may have, in the event of a violation of Section 5 by Tenant which remains uncured after thirty (30) days of Landlord's written notice to Tenant thereof, Tenant shall be liable to Landlord for any damages Landlord incurs as a result of such violation which amounts shall be payable by Tenant to Landlord as Additional Rent within thirty (30) days from Landlord's written demand therefor; and

e. In addition, Landlord shall have all other remedies available to Landlord.

C. Landlord and Tenant agree that the fixing of actual damages for Tenant's breach of any of the provisions of this Lease, including but not limited to the late payment by Tenant to Landlord of Rent and other amounts due hereunder, would cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult or impracticable to ascertain. Such costs include but are not limited to accounting, processing, administrative, legal and clerical charges. Accordingly, if any installment of Rent or any other sum due from Tenant hereunder has not been received by Landlord when such amount was due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of any such delinquent installment of Rent or any other delinquent sum due from Tenant. Tenant hereby agrees that said late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any other rights and remedies provided for in this Lease, at law or in equity. Tenant understands and agrees to the foregoing provisions relating to late charges.

D. Any and all amounts not paid to Landlord when due, including but not limited to Rent, late charges and interest shall bear interest at the so-called "Prime Rate" published in *The Wall Street Journal,* as the same may change from time to time, plus five percent (5%) per annum, not to exceed the highest rate then allowed under any applicable usury laws ("**Remedy Rate**") from the date due until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease and shall not affect any rights and remedies provided to Landlord in this Lease or at law or in equity, all of which shall be cumulative.

E. TERMINATION REQUIRES SPECIFIC NOTICE. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to this Sections or by any action in unlawful detainer or otherwise to obtain possession of the NHC Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

D. REMEDIES CUMULATIVE. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

E. NO WAIVER. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.



F. LEGAL PROCEEDINGS. If any action for a Tenant Event of Default or to enforce the provisions of this Lease is commenced, the court in such action may award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

SECTION 18-LANDLORD'S DEFAULT

18.1. LANDLORD'S DEFAULT.

A. Each of the following events shall be deemed to be events of default by Landlord under this Lease (each, a "**Landlord Event of Default**", and collectively, "Landlord Events of Default"):

a. Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant;

b. Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than ninety (90) days after such written notice. The cure period may be extended at Tenant's sole discretion;

c. Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Tenant to Landlord; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Landlord shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than ninety (90) days after such written notice. The cure period may be extended at Tenant's sole discretion; and

B. TENANT'S REMEDIES FOR LANDLORD DEFAULT. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

a. Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

b. Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all reasonable costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

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c. It is expressly understood and agreed that any money judgment against Landlord resulting from any default or other claim arising under this Lease shall be satisfied only out of the rents or other income from the Real Property receivable by Landlord. No other real, personal or mixed property of Landlord, wherever situated, shall be subject to levy on any such judgment obtained against Landlord.

SECTION 19-QUIET ENJOYMENT

19.1 Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the NHC Premises during the Lease Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

SECTION 20-REPRESENTATIONS AND WARRANTIES

20.1 LANDLORD'S REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties made by Landlord herein, Landlord hereby represents and warrants to Tenant, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

A. There are no pending or, to the best of Landlord's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the NHC Premises;

B. Landlord has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Landlord and constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

C. Landlord possesses good and marketable fee simple title to the NHC Premises;

D. Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Landlord or the NHC Premises is subject; (ii) violate any provision of Landlord's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Landlord is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

E. Landlord has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the NHC Premises.

F. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of Landlord is required in connection with Landlord's execution and delivery of this Lease and the performance of its obligations hereunder.

G. There are no unrecorded contracts, leases, easements, or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the NHC Premises, and no person,

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firm or entity has any right of first refusal, option or other right to acquire all or any part of the NHC Premises.

20.2. TENANT'S REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties made by Tenant herein, Tenant hereby represents and warrants to Landlord, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

A. Tenant is (i) a 501(c)(3) non-profit, (ii) has been in business at least one year prior to the Effective Date, (iii) is identified as active and in good standing with the Nevada Secretary of State office, (iv) is in possession of a current city of Las Vegas Business (Non-Profit Medical or Professional Services – State Licensed Medical) License to provide services, and (v) is committed to utilizing the HMIS System for data collection to the extent such use is in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

B. Tenant has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Tenant and constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

C. Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Tenant is subject; (ii) violate any provision of Tenant's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Tenant is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

D. That it is not an entity listed on the U.S. Treasury's Office of Foreign Assets Control Specially Designated Nationals list (as amended from time to time), that it is not an entity Landlord is prohibited to do business with under anti-terrorism laws, that it will not violate any anti-terrorism laws, and that it will not do any business with any entity that will violate anti-terrorism laws.

SECTION 21-MISCELLANEOUS

21.1 NON-DISCRIMINATION. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, creed, national origin, ancestry, or any other legally protected status in the leasing, subleasing, transferring, occupancy, tenure or use of the NHC Premises or any portion thereof. In connection with the performance of NHC Program Services under this Lease, the Tenant 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. In accordance with the Immigration Reform and Control Act of 1986, the Tenant agrees that it will not employ unauthorized aliens in the performance of this Lease or NHC Program Services.

21.2 FORCE MAJEURE. Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, epidemics or pandemics creating quarantine restrictions, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any Rent or charge required of Tenant hereunder.

21.3 NOTICES. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone numbers are listed for information only.

If to Landlord:
ATTN: City Manager
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101
(702) 229-6501

with copy to:
ATTN: Grant Program Coordinator, Community Services
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

with copy to:
ATTN: Real Estate Administrator
333 North Rancho Drive
Las Vegas, NV 89101

with copy to:
ATTN: City Attorney
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

If to Tenant:
ATTN: Director of Facilities
NEVADA HEALTH CENTERS, INC.
3325 Research Way
Carson City, NV 89706

21.4 BINDING ON PERMITTED SUCCESSORS AND ASSIGNS. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

21.5 PARTIAL INVALIDITY. If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Lease 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 Lease from being void should a provision which is of the essence of this Lease be determined void.

21.6 ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21.7 NO PARTNERSHIP OR JOINT VENTURE. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

21.8 CAPTIONS. The captions are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

21.9 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease, without giving effect to its conflict of law provisions. 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 Lease or any alleged breach thereof. Landlord and Tenant hereby waive 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 Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the NHC Premises, and/or any claim of injury or damage.

21.10 RECORDATION This Lease shall not be recorded.

21.11 AUTHORIZATION. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this Lease on their respective behalves to do so.

21.12 NO BROKERS. Landlord and Tenant each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. Landlord and Tenant each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

21.13 COUNTERPARTS; ELECTRONIC DELIVERY. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. 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.

21.14 INTERPRETATION. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and

effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

21.15 THIRD PARTIES. Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

21.16 EXPENSES. Except as otherwise provided in this Lease, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Lease, including, without limitation, the fees and expenses of each party's legal counsel.

21.17 FURTHER ASSURANCES. Each party shall, from time to time after the execution of this Lease, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Lease without undue delay.

21.18 All modification, amendments, and change orders to this Lease are null and void unless reduced in writing and signed by the Parties.

21.19 The Parties acknowledge that the other party is a governmental entity and the Lease validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this Lease, then the party shall have the right to terminate this Lease at any time after written notice to the other party of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this Lease, but only as an emergency fiscal measure.

21.20 IN-KIND EVALUATION. Landlord acknowledges that it has agreed to the Rent payable hereunder because Tenant is a non-profit, community-based health care provider that provides primary care services in underserved areas. In the event it is determined that the Rent payable hereunder is below fair market value, in recognition of the services Tenant provides to the community, Landlord may, in its own discretion, claim the difference between the fair market rent and the Rent as an "in-kind" contribution to the Tenant.

21.21 NOTICE OF FEDERAL INTEREST. Landlord acknowledges that, should Tenant use federal funds to renovate or make any approved improvements to the NHC Premises, Tenant may be required to record a Notice of Federal Interest in the NHC Premises as required by 45 CFR 1303. Prior to the use of any federal funds by Tenant, Tenant shall submit to Landlord the federal requirements that are applicable to Landlord and the Landlord's property interest in the NHC Premises. Landlord shall promptly review Tenant's use of federal funds and Landlord, in its sole discretion, may reject Tenant's use of the federal funds.

21.22 OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE. It is agreed by and between the parties of this Lease, 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 Lease.

21.23 CONFLICT OF INTEREST (CITY OFFICIALS).

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 Lease, payments under this Lease, or work under this Lease, shall not be directly or indirectly interested personally in this Lease or in

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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 Lease, shall become directly or indirectly interested personally in this Lease or in any part hereof.

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 Lease. Notwithstanding any other provision of this Lease, if such interest becomes known, the City may immediately terminate this Lease for default or convenience, based on the culpability of the parties.

21.24 Public Records. 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 Lease and all supporting documents are deemed to be public records.

21.25 DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, Tenant warrants that it has disclosed, on **Exhibit "C"** attached hereto, all members of the Board of Directors of Tenant. Throughout the Lease Term, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

21.26 Time is of the essence of each provision hereof.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Commencement Date.

"LANDLORD"

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Attest:

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

Dimitri P. Dalacas
Deputy City Attorney

By: _____ 4/15/2020

Deputy City Attorney Date

Date of Approval by Las Vegas City Council: _____

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CAO DPD RECEIVED

"TENANT"

NEVADA HEALTH CENTERS, INC.

By: Walter B Davis

Name: Walter B. Davis

Title: President & Chief Executive Officer

Date: 04/15/2020

DPD

LIST OF EXHIBITS

EXHIBIT "A"	DEPICTION OF THE BUILDING IMPROVEMENTS AND NHC PREMISES
EXHIBIT "B"	NHC PROGRAM SERVICES REQUIREMENTS
EXHIBIT "C"	DISCLOSURE OF PRINCIPALS
EXHIBIT "D"	LANDLORD'S WORK/TENANT'S WORK

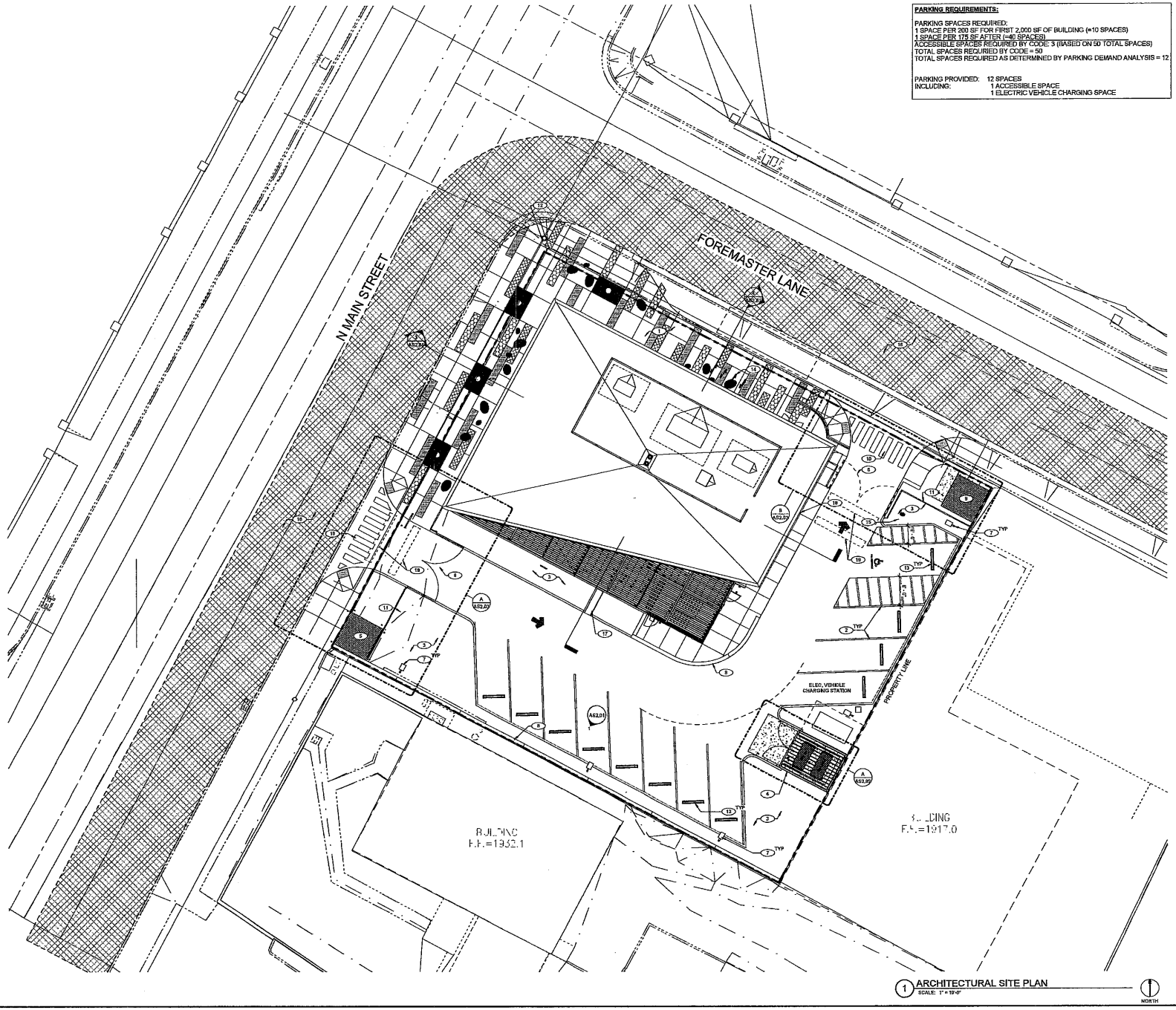
CAO
DPD
APPROVED

EXHIBIT "A"

DEPICTION OF THE REAL PROPERTY,
BUILDING IMPROVEMENTS,
AND NHC PREMISES

[ATTACHED]

DPD



PARKING REQUIREMENTS:

PARKING SPACES REQUIRED:
1 SPACE PER 200 SF FOR FIRST 2,000 SF OF BUILDING (=10 SPACES)
1 SPACE PER 175 SF AFTER (=40 SPACES)
ACCESSIBLE SPACES REQUIRED BY CODE: 3 (BASED ON 50 TOTAL SPACES)
TOTAL SPACES REQUIRED BY CODE = 50
TOTAL SPACES REQUIRED AS DETERMINED BY PARKING DEMAND ANALYSIS = 12

PARKING PROVIDED: 12 SPACES
INCLUDING: 1 ACCESSIBLE SPACE
1 ELECTRIC VEHICLE CHARGING SPACE

1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 10'-0"

NORTH

GENERAL NOTES

1. G.C. TO VERIFY DIMENSION IN FIELD PRIOR TO THE COMMENCEMENT OF ANY SITE WORK. DO NOT SCALE DRAWINGS.
2. REFER TO LANDSCAPE DRAWINGS FOR ADDITIONAL SITE INFORMATION
3. REFER TO CIVIL DRAWINGS FOR PARKING, STREET, CURB, DIMENSIONS AND STRIPPING INFORMATION
4. REFER TO CIVIL DRAWINGS FOR HORIZONTAL CONTROL
5. REFER TO CIVIL DRAWINGS FOR STREET DEVELOPMENT OUTSIDE OF PROPERTY LINE
6. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION ON SCOPE OF WORK AND DEMOLITION

KEYNOTES

1. CONCRETE WALKWAY, SEE LANDSCAPE PLANS FOR HARDSCAPE INFORMATION
2. PAINTED STRIPPING, SEE CIVIL DRAWINGS.
3. LANDSCAPE AREA, SEE LANDSCAPE DRAWINGS.
4. TRASH ENCLOSURE W/ ROOF TRELLIS, SEE ENLARGED PLANS
5. TRANSFORMER, SEE ELECTRICAL DRAWINGS.
6. 10' TALL VEHICLE ACCESS SWING GATE. GATES TO REMAIN OPEN DURING BUSINESS HOURS. PROGRAMMING TO BE COORDINATED WITH OWNER.
7. LIGHT POLE - SEE ELECTRICAL DRAWINGS.
8. NEW RETAINING WALL, SEE CIVIL AND STRUCTURAL DRAWINGS.
9. WATER METER, SEE CIVIL DRAWINGS
10. CROSSWALK STRIPPING, SEE CIVIL DRAWINGS
11. 15' TALL PERIMETER FENCE
12. EXISTING NVE POWER POLE TO REMAIN
13. WHEEL STOP, SEE CIVIL DRAWINGS
14. BIKE RACKS, LANDSCAPE FORMS MODEL: HOOP
15. FIRE HYDRANT, SEE CIVIL DRAWINGS
16. 24' WIDE FIRE LANE
17. CONCRETE SPLASH BLOCK, REFER TO CIVIL DRAWINGS
18. NATURAL GAS METER, REFER TO PLUMBING DRAWINGS
19. GATE LOOP, SEE ELECTRICAL DRAWINGS

NO.	DATE	SHEET	REVISIONS

PREPARED FOR

PREPARED BY

tsk
314 South Water Street, Suite 100
Henderson, NV 89015
phone: 702.456.3000
fax: 702.898.9288
www.tsks.com

Copyright, Ltd 2020

STAMP

City Council

TITLE
HEALTH & WELLNESS CENTER
1425 N. MAIN STREET, LAS VEGAS, NEVADA

SHEET
ARCHITECTURAL SITE PLAN

PREPARED FOR
CITY OF LAS VEGAS

BID # 19-75678	DATE: 04/08/2020
CLV DWG # 521-307	DESIGNED BY: Designer
TSK PROJ.# 19-021.00	DRAWN BY: Author
90% CD/PERMIT SET	CHECKED BY: Checker

SHEET
AS1.01

DRAWING NO.
-

F:\19-021.00 CLV Health and Wellness - Main St\Revit\Central\19-021.00 CLV_HW_Main_V2019_CENTRAL.rvt
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3/24/2020 12:59:47 PM P:\19-021.00 CLV Health and Wellness - Main SW\er\Central\19-021.00 CLV_HW_Main_V2019_CENTRAL.rvt

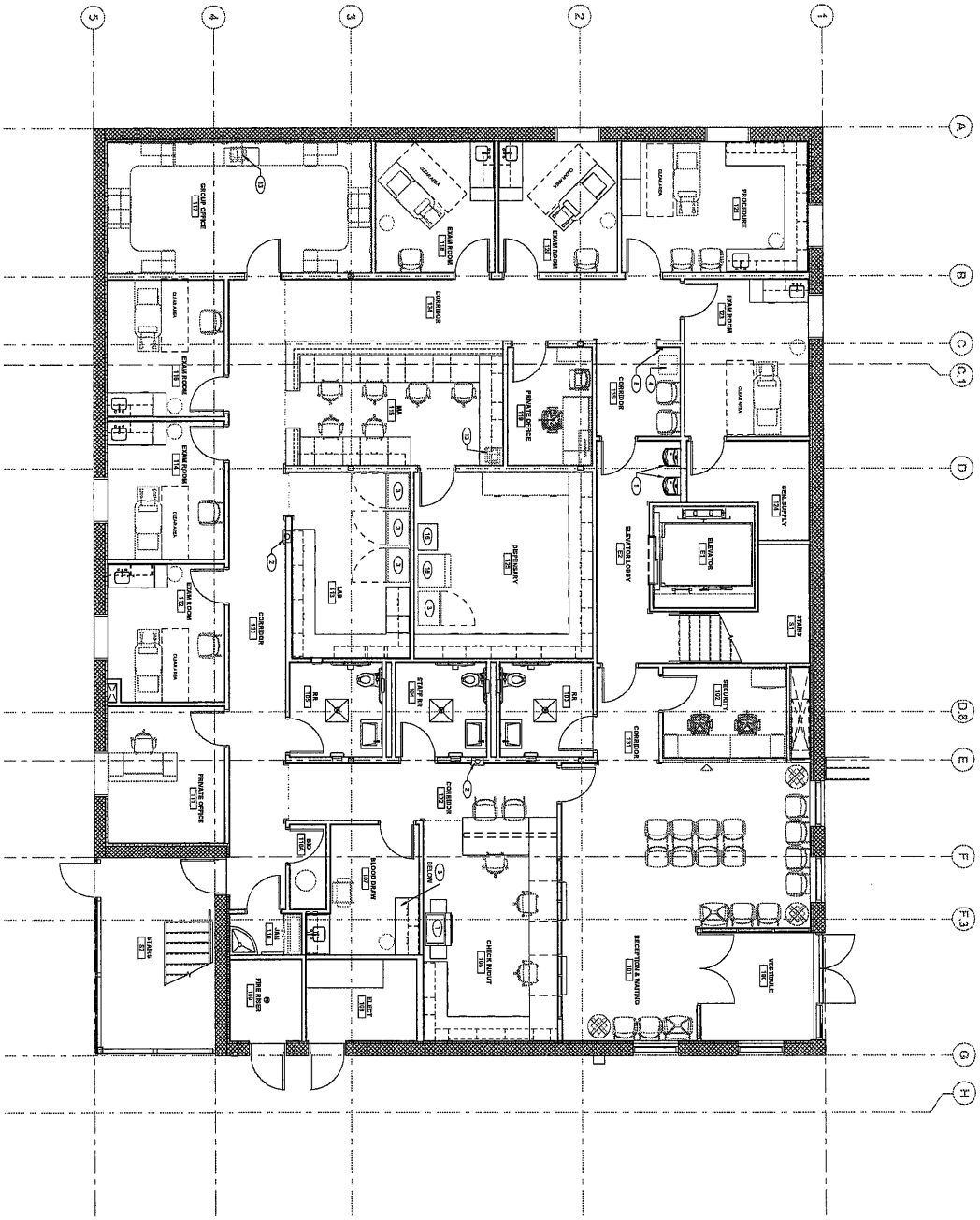

EXHIBIT "B"

NHC PROGRAM SERVICES REQUIREMENTS

Medical Services

Full examinations and well-child/adolescent care
Routine physical examinations
Sports physicals
Pre-employment physicals
Childhood and adult immunizations
Treatment of sexually transmitted diseases
Medically assisted treatment of opioid addition
Sick visits and acute care visits
Minor surgical procedures
Wound care
Foot care
Ingrown toe nails, bunions, etc.
Treatment of chronic conditions
Heart disease
Hypertension
Diabetes
Thyroid disease
COPD/Lung disease
High cholesterol
Cancer screening
Communicable disease screening
Blood lead screening
Lab testing & blood draws
Birth control counseling, medication, and device insertion & removal
Medical counseling
Breast examinations
Annual PAP smears
Patient medical education
Pharmaceutical services through use of on-site dispensary. Note: Range of prescription medications in our formulary is limited to those drugs used to treat typical chronic conditions noted above and for acute treatment of injuries and illnesses
Translation services
Mammography (on a rotating basis through our Mammovan mobile unit)

Behavioral Health Services

All behavioral health services are provided by a Licensed Clinical Social Worker (LCSW) who use talk therapy to help patients develop coping and other specific skills they can use for the rest of their life to restructure and change unwanted thoughts, feelings and behaviors.

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Some examples of conditions that can be treated by our on-site licensed clinical social worker ("LCSW") are:

Alcohol or drug abuse
Unmanaged anger
Anxiety
Bullying
Chronic impulsivity
Depression
Family conflict
Fighting
Grief/loss
Harming self
Hallucinations
Homicidal thoughts
Irritability and crying all the time
Post-traumatic stress
Running away
Suicidal thoughts
Trauma/PTSD
Excessive yelling
Eating disorders
Changes in sleep habits
Changes in appetite
Lack of concentration
Loss of energy
Lack of interest in activities
Hopelessness or guilty thoughts
Marital/relationship issues

Outreach Services

Outreach services are provided by an on-site Licensed Social Worker who has a broad range of experience working with the homeless community. These services include:

Case management
Referrals
Transportation coordination
Blankets
Personal care items
Coordination of social services
Eligibility assistance

Referral Services

Referral services are broken down into two categories. Those services provided by Nevada Health Centers employed practitioners at locations other than the City of Las Vegas Health and Wellness Center and those services provided by pre-arranged agreements with outside practitioners (practitioners who are not employed by Nevada Health Centers).

Services Provided by Nevada Health at Our Other Locations

Preventive dental services

LPO DPD

Screening & education
Cleaning (oral prophylaxis)
Fluoride treatment
X-rays
Dental treatment services
Fillings
Single line crown
Non-surgical endodontics
Extractions
Periodontal therapies
Bridges or dentures
Nutritional counseling
Certified diabetes education counseling

Services Provided by Referral to Contract Providers
Diagnostic radiology services through the use of plain medical films
Obstetrical care
Prenatal care
Intrapartum care
Post-partum care
Treatment by a Psychologist
Treatment by a Psychiatric provider

Referral to specialty medical care such as: cardiology, endocrinology, urology, radiology, etc.

DPD

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

[ATTACHED]

DISCLOSURE OF PRINCIPALS

The Board of Directors of NEVADA HEALTH CENTERS, INC. are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Adriana Fralick, Chair	3325 Research Way, Carson City, NV 89706	775-887-1590
2. Maurice Washington, Vice-Chair	3325 Research Way, Carson City, NV 89706	775-887-1590
3. Dr. Antonina Capurro, DMD, Secretary	3325 Research Way, Carson City, NV 89706	775-887-1590
4. Jeff Snyder, Treasurer	3325 Research Way, Carson City, NV 89706	775-887-1590
5. Gerald Ackerman	3325 Research Way, Carson City, NV 89706	775-887-1590
6. Alicia Barnes	3325 Research Way, Carson City, NV 89706	775-887-1590
7. Linda Bingaman	3325 Research Way, Carson City, NV 89706	775-887-1590
8. Tim Blakely	3325 Research Way, Carson City, NV 89706	775-887-1590
9. Jared Carter	3325 Research Way, Carson City, NV 89706	775-887-1590
10. Reverend Edward Chaney	3325 Research Way, Carson City, NV 89706	775-887-1590
11. Walter B. Davis, CEO/Ex Officio	3325 Research Way, Carson City, NV 89706	775-887-1590

[SIGNATURE AND NOTARY JURAT ON NEXT PAGE]

DISCLOSURE OF PRINCIPALS

Signature Page

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

NEVADA HEALTH CENTERS, INC.
A Nevada Non-Profit Corporation

By: Walter B. Davis

Printed Name: Walter B. Davis

Title: President & Chief Executive Officer

State of Nevada
County of Carson City

Subscribed and sworn to before me this
15 day of April, 2020.

ALEKSANDRA ST. CHARLES
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-14-22
Certificate No: 18-3791-3

Aleksandra St. Charles
Notary Public

EXHIBIT "D"

LANDLORD'S WORK/TENANT'S WORK

I. "LANDLORD'S WORK"

Landlord shall construct the following Building Improvements at Landlord's sole cost and expense, which shall include applicable electrical, data and telephone wiring to each exam/procedure room, office, reception desk, and work room; ceiling and ceiling tiles; floor covering and baseboards; and applicable case work:

1st Floor Fixtures:

- 6 Exam Rooms – Each will include a sink, counters and low cabinets; light fixture;
- 1 Procedure Room – Cabinets; sink; work/counter space; light fixture;
- 1 Security Office – Desk/work/counter space; sliding window; light fixture;
- 1 Check In/Out Area – Work/counter space/under counter drawers; sliding windows;
- 1 Lab – Work/counter space; double sinks;
- 1 Dispensary – Work/counter space;
- 1 Private Office –
- 1 MA Station – Work/counter space; high counters; under counter drawers;
- 1 Blood Draw Room – Sink; counter space; below counter drawers;
- 2 Public restrooms – Toilet; sink; mirror; light fixture in both;
- 1 Staff restroom – Toilet; sink; mirror; light fixture;
- 1 Elevator;
- 1 Group Office – Work/counter space; low drawers
- 1 Custodial Closet – In floor sink
- 1 Medical Supply Room – Cabinets and shelves
- Other 1st Floor Fixtures: Drinking Fountains w/Bottle Filling Stations; Fire Extinguisher Cabinet; Dry Erase Marker Board; Wall Mounted Television

II. "TENANT'S WORK"

Tenant shall construct those improvements (the "Tenant Improvements") in accordance with the Approved Plans (as defined below), and all other Applicable Laws. Tenant's construction of the Tenant Improvements shall comply with the following:

1. Tenant's Plans.

1.1 Preparation and Delivery of Tenant's Plans. At Tenant's sole cost and expense, Tenant shall prepare, or cause to be prepared, and deliver to Landlord and any architect designated by Landlord within ninety (90) days after the date on which the Lease is fully executed one (1) set of fully dimensioned one quarter inch (1/4") scale drawings ("Tenant's Plans"), showing a complete floor plan and reflected ceiling plan for the NHC Premises, including all of the work described in Section 2.2 below and the location of all utilities, lighting and electrical outlets, partitions, store fronts, trade fixture plans and any other specifications which would affect the construction or design of the NHC Premises.

1.2 Landlord's Approval of Tenant's Plans. Tenant's Plans shall be subject to Landlord's prior written approval. Landlord shall have thirty (30) days after receipt of

Tenant's Plans to approve or disapprove Tenant's Plans. If Landlord disapproves Tenant's Plans, then Tenant shall make such changes to Tenant's Plans as Landlord requires and shall again submit Tenant's Plans to Landlord and Landlord's architect for approval. The foregoing procedure shall be followed until Landlord and Tenant mutually approve a satisfactory set of Tenant's Plans (the "Approved Plans"). Review of Tenant's Plans by Landlord or Landlord's architect (or other consultants) shall not be deemed a representation as to the sufficiency or quality of Tenant's Plans or a representation that they comply with Applicable Law. Landlord shall in no event be responsible for any defects, deficiencies or inaccuracies in Tenant's Plans. Tenant shall cause Tenant's Plans to be prepared and signed by a licensed design professional.

2. Tenant's Work.

2.1 Commencement and Performance of Tenant's Work. Upon written authorization by Landlord to proceed, Tenant shall immediately proceed to perform Tenant's Work as described in Section 2.2 below and to install Tenant's CFE and other personal property ("Tenant's Property") in the NHC Premises, all without interfering with any other work being done in the building or the Real Property. Tenant's Work, and the installation of Tenant's Property, shall be performed in compliance with all reasonable rules established by Landlord or Landlord's architect or contractors. Upon final completion of Tenant's Work, Tenant shall furnish Landlord with all certificates, permits and approvals relating to any work or installations done by Tenant that may be required by any governmental authority or insurance company. Landlord shall have no responsibility for any loss of or damage to any of Tenant's Property so installed or left on the NHC Premises. Tenant's entry shall be subject to all of the provisions of the Lease, and at all times after such entry, Tenant shall maintain or cause to be maintained in effect insurance complying with the Lease.

2.2 Description of Tenant's Work. "Tenant's Work" includes all work, of any kind or nature whatsoever (other than Landlord's Work), required to complete the construction of the Tenant Improvements in accordance with the Approved Plans and to permit Tenant to conduct its business within the NHC Premises.

Standards of Construction. Under no circumstances shall Tenant make any alterations or modifications to the exterior of the NHC Premises or the Real Property, unless such alteration or modification was approved by Landlord in the Approved Plans. Tenant shall not make any roof penetrations without the prior written consent of Landlord. Unless otherwise agreed in writing by Landlord, any roof penetrations shall be made by Landlord's roofing contractor, and the cost thereof shall be reimbursed by Tenant. Any roof penetrations made by Tenant or its contractors shall be inspected and patched by Landlord's roofing contractor, and Tenant shall reimburse Landlord for the cost thereof. All of Tenant's Work shall be designed by a qualified, licensed architect and shall be performed under the supervision of such architect by financially sound and bondable contractors of good reputation, in accordance with Tenant's Plans as approved in writing by Landlord prior to commencement of Tenant's Work. All contractors performing Tenant's Work shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld conditioned or delayed. Tenant shall not use any contractor not approved in writing by Landlord. Notwithstanding the foregoing, Tenant and Tenant's contractor shall nevertheless use Landlord's HVAC subcontractor. In connection with giving its consent, Landlord may require that any contractor, or major subcontractors, provide payment and completion bonds in such amount and with sureties acceptable to

CAO DPD

Landlord. All work shall be performed in a good and workmanlike manner and shall be diligently prosecuted to completion, using new materials of good quality. Upon completion of Tenant's Work, Tenant shall deliver to Landlord any certificate of occupancy or other equivalent evidence of completion of Tenant's Work in accordance with the requirements of applicable law. Tenant's Work shall be performed in compliance with all applicable laws, codes, rules and regulations of all governmental and quasi- governmental authorities with jurisdiction. All contractors performing any portion of Tenant's Work shall maintain insurance which meets the requirements of Landlord.

2.3 Cost of Tenant's Work. Tenant shall pay all costs and expenses (including permit fees and other governmental fees and exactions) due for, or purporting to be due for, all work, labor, services, materials, supplies or equipment furnished, or claimed to be furnished, to or for Tenant in connection with the performance of Tenant's Work. Tenant shall indemnify, defend, protect and hold Landlord harmless of and from any and all loss, cost, liability, damage, injury or expense (including attorneys' fees) arising out of or in connection with claims or liens for work, labor, services, materials, supplies or equipment furnished, or claimed to be furnished, to or for Tenant, in, upon or about the NHC Premises or the Real Property.

2.4 Construction Rules. Tenant's contractors and subcontractors are required to check in with the Landlord's Property Manager for instructions and coordination prior to going on the site. All Tenant Contractors are to comply with rules and regulations as set forth by Landlord. Tenant's Contractors will not be permitted to start work until they:

- Have all necessary building permits and have posted such permits on the wall in the Tenant's space.
- Furnish proper evidence of required insurance coverage.
- Sign for and take possession of keys to service doors of premises (if any) and acknowledge proper installation and operation of said service door.
- Furnish names and phone numbers (office and home) of contractor's supervisory personnel.
- Have a set of Landlord approved drawings in the space at all times.
- Acknowledge receipt of a copy of these Construction Rules.
- Furnish proper evidence that all fees and/or deposits required to commence work have been fully paid.

All contractors are required to furnish the Landlord's Property Manager with certificates showing evidence of the following insurance coverage prior to commencing any work.

The insurance shall: (i) be issued by insurance companies authorized to do business in the State of Nevada with a current financial rating of at least an A- Class XV or better as rated in the most recent edition of Best's Key Rating Guide; (ii) be issued as a primary policy; (iii) contain an endorsement requiring thirty (30) days written notice from the insurance company to Landlord before cancellation or material change and, (iv) shall be written with minimum coverage's and limits as required by law and the following:

- "All risk" builders' risk insurance in an amount equal to 100% of the replacement cost of the Improvements on a non-reporting, completed value basis, coverage against the perils or damage resulting from water damage;

DRD APPROVED

- Owner's Protective Liability Insurance in an amount of not less than $1,000,000 naming Landlord as a named additional insured;
- Unless otherwise waived, in writing, by Landlord, a performance bond from Tenant's general contractor in an amount equal to the contract sum or contract amount set forth in the construction contract between Tenant and its general contractor providing for the construction; and
- All other insurance and is reasonably required by Landlord or as is customarily carried by contractors in the Las Vegas, Nevada area.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve a Supplement to Reciprocal Easement Agreement between FAEC Holdings Wirrulla, LLC (FAEC) and the City of Las Vegas (City) granting FAEC a perpetual nonexclusive Escalator Easement in the structured parking garage beneath the retail development commonly known as Neonopolis located at 450 South Fremont Street (APN 139-34-513-003) - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City is the owner of the Neonopolis Subterranean Garage located at 450 South Fremont Street. FAEC is the owner of the airspace parcel known as Neonopolis, which is located above the Subterranean Garage. The Parties entered into a Reciprocal Easement Agreement dated November 30, 1998, as amended on June 9, 2006 (REA). The City is the successor in interest to the Las Vegas Redevelopment Agency, the original owner of the Subterranean Garage and FAEC is the successor in interest to World Entertainment Centers LLC, the original owner of the Air Rights Parcel. FAEC is constructing an escalator pursuant to building permit Number C19-05347, which includes the installation of improvements in the Garage consisting of machinery and other related machinery required for the operation of the escalator. The Escalator Pit is being constructed pursuant to that Construction License Agreement between the City and FAEC whereby FAEC is permitted to install the Escalator Pit into the garage. This Agreement to supplement the REA will grant a perpetual nonexclusive Escalator Easement to enter the Garage in order to maintain and operate the Escalator Pit as required in connection with the Escalator. Upon completion of the Escalator, this Amendment shall be recorded with the Clark County Recorder's Office.

RECOMMENDATION:
Approval, additionally, authorizing the Mayor to execute the Supplement Reciprocal Easement Agreement for recording with the Clark County Recorder at the time the Escalator is complete.

BACKUP DOCUMENTATION:
1. Supplement to Reciprocal Easement Agreement

APN: 139-34-513-003

Recording requested by
and when recorded mail to:

Attention City Clerk
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

SUPPLEMENT TO RECIPROCAL EASEMENT AGREEMENT

THIS SUPPLEMENT TO RECIPROCAL ESCALATOR EASEMENT AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2020 ("**Effective Date**"), by and between the CITY OF LAS VEGAS NEVADA, a Nevada municipal corporation ("**Grantor**") and FAEC HOLDINGS WIRRULLA, LLC, a Delaware limited liability company ("**Grantee**"). The Grantor and Grantee are collectively referred to herein as ("**Parties**").

RECITALS

WHEREAS:

A. Grantor is the owner of that real property described in **Exhibit A** attached hereto (the " **Subterranean Parcel**") on which a parking garage is located and operated by Grantor (the "**Garage**").

B. Grantee is the owner of that airspace parcel described on **Exhibit B** attached hereto (the "**Air Rights Parcel**") which is located above the Subterranean Parcel and the Garage.

C. The Subterranean Parcel and the Air Rights Parcel are subject to that certain Reciprocal Easement Agreement dated November 30, 1998, as amended (the "**REA**").

D. Grantor is the successor in interest to the Las Vegas Redevelopment Agency, the original owner of the Subterranean Parcel and Grantee is the successor in interest to World Entertainment Centers LLC, the original owner of the Air Rights Parcel.

E. A multi-story entertainment complex is constructed in the Air Rights Parcel.

F. Grantee has constructed an escalator pursuant to building permit Number C19-05347 (the "**Escalator**") which includes the installation of improvements in the Garage consisting of machinery and other related machinery required for the operation of the escalator as described on **Exhibit C** attached hereto (the "**Escalator Pit**").

G. The Escalator Pit was completed pursuant to that Construction License Agreement between Grantor and Grantee by which Grantee was permitted to install the Escalator Pit into the

Subterranean Parcel.

H. The Parties mutually desire to enter into this Agreement to supplement the REA in order to grant to Grantee a perpetual nonexclusive Escalator Easement for entering into the Subterranean Parcel and the Garage in order to maintain and operate the Escalator Pit as required in connection with the Escalator (the "**Escalator Easement**").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Escalator Easement. The REA is hereby amended by adding Section 2.17 to Article 2 of the REA:

   2.17. Escalator Easement. Grantor hereby grants to Grantee, its permitted successors and assigns, the Escalator Easement over the Subterranean Parcel for the sole purpose of accessing the Escalator Pit through the Garage in order to operate and maintain the Escalator Pit. The Escalator Easement grants rights to enter upon the Garage, subject to the terms and conditions contained herein. Grantee shall use the Escalator Easement solely for the operation and maintenance of the Escalator Pit and Grantee shall not use or permit the Escalator Easement to be used for any other purpose or purposes whatsoever without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion. In connection with the grant of the Escalator Easement, the Parties agree as follows:

   (a) Grantee agrees that the Escalator Easement is a nonexclusive Escalator Easement only and shall not be deemed to transfer any fee interest of Grantor in and to the Grantor Property and/or the Garage. The Escalator Easement is subject to termination as provided herein.

   (b) Grantee further agrees that, during the existence of this Agreement, the maintenance and use of the Escalator Pit and the Escalator, and the use of the space that will be occupied thereby, shall conform to all applicable building and related statutes, ordinances, codes, orders, resolutions, rules and regulations. In the event that Grantee fails or refuses to maintain the Escalator Pit as required herein and further fails or refuses to take corrective action within five (5) days after its receipt of written notice from Grantor so to do, Grantor, at its sole option, may perform or cause to be performed any repair or maintenance on the Escalator Pit that it may deem necessary to correct such failure, and Grantee shall pay the cost thereof to Grantee upon demand along with an overhead reimbursement fee of ten percent (10%) of the cost. In the event Grantee fails to pay the cost thereof within thirty (30) calendar days after its receipt of a written demand then such amount shall bear interest until paid at the annual rate of the lesser of (i) ten percent (10%) per annum, or (ii) or the highest rate permitted by law.

   (c) Grantee agrees that Grantor shall have no obligations whatsoever to repair or maintain in any way the Escalator Pit or Escalator, or any portion thereof, including, without limitation, all components of the electrical, mechanical, plumbing, structural, heating,

air conditioning and ventilation systems which serve the Escalator Pit or the Escalator; or any portion thereof.

(d) Grantee further agrees that Grantee's exercise of its rights under the Escalator Easement shall not interfere in anyway with the operation of the Garage and the open parking of automobiles in the Garage. Grantee acknowledges that the Garage is open to public parking, vehicular traffic and pedestrian access and other public uses. Grantee further acknowledges that Grantor does not control the activities in the Garage and shall have no obligation or liability whatsoever in connection with any damage to the Escalator Pit as a result of any activities in the Garage. Grantee hereby releases Grantor from any claims, causes of action, liabilities or losses incurred by Grantee from the use of the Escalator Easement by Grantee.

(e) Grantee is solely responsible for obtaining utility services with respect to the operation of the Escalator Pit and Grantor shall have no responsibility or liability for any interruption in utility service. Grantee agrees to have all utilities to the Escalator Pit separately metered and charged to Grantee. Grantee shall pay or cause to be paid all charges and connection fees for water, gas, heat, electricity, power, garbage service, air conditioning, telephone service, cable, satellite, fiber optics, telecommunications, sewer service charges and sewer rentals charged or attributable to the Escalator Pit and the Escalator, and all other services or utilities used in, upon or about the Escalator and/or the Escalator Pit.

(f) Grantor and its agents shall have reasonable access to the Escalator Pit during all reasonable hours on reasonable advance notice to Grantee for the purpose of ascertaining compliance by Grantee with the terms and conditions of this Agreement. Nothing contained herein shall impose any duty on the part of Grantor to do any work or repair, maintenance, reconstruction or restoration, which under any provision of this Agreement is required to be done by Grantee and the performance thereof by Grantor shall not constitute a waiver of Grantee's default in failing to do the same.

(g) As used in this Agreement, the following terms shall have the following definitions:

Environmental Law means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

Hazardous Substances means and includes the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under any federal, state or local laws and regulations as amended or hereafter enacted regulating hazardous or toxic substances or wastes, petroleum pollutant or waste or similar substances, including, but not limited to, as

defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., as amended, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq., Safe Drinking Water Act, 42 U.S.C. Sections 3000(f), et seq., Clean Air Act, 42 U.S.C. Sections 7401, et seq., United States Department of Transportation Hazardous Materials Table, 49 C.F.R. 172.101, Chapters 444, 445A, 445B, 477, 590 or 618 of NRS, pesticides regulated under the Federal Insecticides, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq., asbestos and asbestos containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., source material, special nuclear material, byproduct material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Police Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. (1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., all as may be amended.

Except for ordinary and general supplies typically used in the ordinary course of operating the Escalator Pit, Grantee agrees not to cause or knowingly permit any Hazardous Substances to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Garage by Grantee, or of the agents, employees, servants, assignees, licensees, contractors, guests or invitees of Grantee or any such person (collectively, "**Grantee's Parties**"), without the prior written consent of Grantor, which consent Grantor may withhold in its sole and absolute discretion. Except as required with the ongoing operation of the Escalator Pit, Grantee agrees to promptly remove from the Garage, at its sole cost and expense, any and all Hazardous Substances, including any equipment or systems containing Hazardous Substances which are installed, brought upon, stored, used, generated or release upon, in, under or about the Garage thereof by Grantee or any of Grantee's Parties. Grantee agrees to promptly indemnify, protect, defend and hold harmless Grantor and Grantor and each of its respective members its respective governing council, officers, directors, employees, agents, successors and assigns (collectively, "**Grantor Indemnified Parties**") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorney's fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Substance on, in, under or about the Garage, or any portion of the Garage and which are caused or permitted by Grantee or any of Grantee's Parties. Grantee agrees to promptly notify Grantor of any release of Hazardous Substance at the Garage, which Grantee becomes aware of, whether caused by Grantee or any other persons or entities. In the event of any release of Hazardous Substances caused or permitted by Grantee or any of Grantee's Parties, Grantor shall have the right, but not the obligation, to cause Grantee to immediately take all steps Grantor deems necessary or appropriate to

remediate such release and prevent any similar future release to the satisfaction of Grantor.

(h) Grantee hereby agrees to indemnify, defend, and save the Grantor Indemnified Parties harmless from and against any and from and against all claims, losses, damages, expenses (including reasonable attorney's fees), suits, actions, decrees, judgments, arbitration awards, penalties, charges, or any other form of liability (collectively the "**Claims**") that any of the Grantor Indemnified Parties may suffer as a result of, or incidental to, related in any way to the Escalator Easement, the existence or maintenance of the Escalator Pit, the use or occupancy of the Escalator Pit, the use of the Escalator or any act or omission of the Grantee or its officers, agents, employees, or contractors (regardless of the presence or absence of negligence by Grantee or by Grantee's Parties or any other person), except any Claim arising out of the gross negligence or willful misconduct of Grantor.

(i) Grantee shall be in default of the Escalator Easement in the event that Grantee fails to observe or perform any other provision, covenant or condition of the Escalator Easement to be observed or performed by Grantee where such failure continues for ten (10) days after written notice thereof from Grantor to Grantee; provided that if the nature of such default is such that the same cannot reasonably be cured within a ten (10) day period, Grantee shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default, but in no event exceeding a period of time in excess of sixty (60) days after written notice thereof from Grantor to Grantee ("**Grantee Default**"). Upon the occurrence of a Grantee Default, Grantor shall have the right to terminate the Escalator Easement upon written notice to Grantor.

(j) Grantor shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation thirty (30) days after notice by Grantee to Grantor specifying in reasonable detail the event or act or failure to perform complained of by Grantee and the applicable provisions of this Agreement which Grantor is alleged to have violated; provided, however, that if the nature of Grantor's obligation is such that more than thirty (30) days are required for its performance, then Grantor shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently and in good faith prosecute the same to completion. Grantee as a result of a Grantor default shall have all rights and remedies as may be permitted in this Agreement or by applicable laws. Notwithstanding anything herein to the contrary, no obligation assumed by or imposed upon the Grantor by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against the Grantor shall require the payment of money by the Grantor, or the performance of any action by the Grantor, the performance of which requires money from the Grantor, except to the extent that funds are available for such payment or performance from the Grantor appropriations therefor lawfully previously made by the city council of Grantor. This Agreement shall not be construed as obligating the Las Vegas City Council to make future appropriations for the payment of monies or for the performance of any

obligations of the Grantor under this Agreement.

2. Miscellaneous.

(a) This Agreement contains the entire agreement between the Parties with respect to the leasing of the Premises. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. No provision of this Agreement may be amended or varied except by an agreement in writing signed by the Parties or their respective successors-in-interest.

(b) The invalidity or illegality of any provision shall not affect the remainder of this Agreement and all remaining provisions shall, notwithstanding any such invalidity or illegality, continue in full force and effect.

(c) Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Grantor and Grantee. Neither the method of computation or rent nor any other provisions contained in this Agreement nor any acts of the Parties hereto shall be deemed to create any relationship between Grantor and Grantee other than the relationship of Grantor and Grantee.

(d) The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. 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 Agreement or any alleged breach thereof. The Parties hereby waive 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 Agreement, the relationship of the Parties, and/or any claim of injury or damage.

(e) This Agreement is made solely for the benefit of Grantor and Grantee. Nothing in this Agreement whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any Person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party hereto whose signature appears thereon, but all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories.

(g) Any amount due from one party to the other party under the terms of or with respect to this Agreement which is not paid within five (5) days after payment is due shall bear interest at the lower of (i) the ten percent (10%) per annum or (ii) the maximum per annum interest rate permitted by law from the date five (5) days after payment is due until paid, but the payment of

interest shall not excuse or cure any default under this Agreement.

(h) Grantor and Grantee represent and warrant to each other that each individual executing the Agreement (or any amendment hereto) on its behalf is duly authorized to execute and deliver this Agreement or such amendment on its behalf and that this Agreement or such amendment is binding upon such party in accordance with its terms.

(i) All exhibits to which reference is made .in this Agreement are hereby incorporated by reference. Any reference to "this Agreement" includes matters incorporated by reference.

(j) The Section headings appearing herein are for convenience of reference only and shall not be construed as defining, limiting or extending the scope or intent of the Sections to which they pertain.

(k) Except as set forth in this Agreement, the REA remains in force and effect. In the event of any conflict between the REA and this Agreement, this Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date

GRANTOR

CITY OF LAS VEGAS NEVADA, a Nevada municipal corporation

By: _____

Name: Carolyn G. Goodman
Title: Mayor

ATTEST:

_____
Name: LuAnn D. Holmes, MMC

Title: City Clerk

APPROVED AS TO FORM:

Michael Niarchos 4-21-20
Date

GRANTEE

FAEC HOLDINGS WIRRULLA, LLC, a Delaware limited liability company

By: _____

Name: DHARMESH BHANABHAI

Title: MANAGING MEMBER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On before me, (here insert name and title of the officer), personally appeared (insert name(s) of signer(s)) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On April 29, 2020 before me, Ramon J. Lopez (here insert name and title of the officer), personally appeared [illegible] (insert name(s) of signer(s)) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RAMON J. LOPEZ
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
My Comm. Expires 02-16-2021
Certificate No. 17-1746-1

EXHIBIT A
SUBTERRANEAN PARCEL

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOT 1 OF NEONOPOLIS, A COMMERICAL SUBDIVISION, FILED IN BOOK 87 OF PLATS, PAGE 35 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING FURTHER DESCRIBED AS FOLLOWS:

BLOCK 34 OF "CLARKS LAS VEGAS TOWNSITE" AS SHOWN ON PLAT BOOK 1, PAGE 37 LYING BELOW THE VAIOUS LOT ELEVATIONS AS SHOWN ON THE RECORD OF SURVEY DESCRIBED BELOW AND A VARIABLE SLOPE ELEVATION IN THE SD (SERVICE DOCK) LOT FROM 2009.50 TO 2007.20 FEET FOR CURBING, DRIVEWAY AND PLANTER AREAS TO MEET EXISTING GRADE ON ODGEN AVENUE, THE SAME AS DELINEATED ON A RECORD OF SURVEY FILED IN FILE 098 OF SURVEYS PAGE 0089 RECORDED ON NOVEMBER 30, 1998 IN BOOK 981130 AS DOCUMENT NO. 04693, OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE AIR RIGHTS IN AND TO SAID PARCEL AS CONVEYED BY DEED RECORDED NOVEMBER 30, 1998 IN BOOK 981130 AS DOCUMENT NO. 04694, OF OFFICIAL RECORDS

EXHIBIT B
AIR RIGHTS PARCEL LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NEV.) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M. BEING FURTHER DESCRIBED AS BLOCK 34 OF "CLARKS LAS VEGAS TOWNSITE" AS SHOWN ON PLAT BOOK I, PAGE 3 7 LYING BELOW THE VARIOUS LOT ELEVATIONS AS SHOWN HEREON AND A VARIABLE SLOPE ELEVATION IN THE SD (SERVICE DOCK) LOT FROM 2009.50 FEET TO 2007.20 FEET FOR CURBING, DRIVEWAY, AND PLANTER AREAS TO MEET EXISTING GRADE ON OGDEN A VENUE., THE SAME AS DELINEATED ON A RECORD OF SURVEY FILED IN FILE 098 of SURVEYS, PAGE 0089 and being recorded on November 30, 1998 in Book 981130 as Document No. 04693 of Official Records.

EXHIBIT C
DESCRIPTION OF ESCALATOR PIT
"To Follow"

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve award of Contract No. 200198-SK, Construction Materials Quality Assurance Observation and Testing Services Contract for Las Vegas Boulevard Improvements Stewart Avenue to Sahara Avenue - Public Works - Award recommended to: GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. (Not-to-Exceed $600,000 - Road and Flood Capital Project Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: Not to Exceed $600,000
Funding Source: Road & Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
Construction materials quality assurance, observation and testing for the beautification of Las Vegas Boulevard from Stewart Avenue to Sahara Avenue. Improvements include street rehabilitation, utility upgrades, widened sidewalks, landscaping, pedestrian crossings, street lights and signal modifications. Award of this Contract is recommended by the City of Las Vegas Consultant Selection Committee based on the 2018 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. Geotechnical & Environmental Services, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 200198-SK
2. Certificate - Disclosure of Ownership/Principals

CONSTRUCTION MATERIALS QUALITY ASSURANCE OBSERVATION AND TESTING SERVICES CONTRACT FOR Las Vegas Boulevard Improvements, Stewart Avenue to Sahara Avenue

THIS CONTRACT is made and entered into this _____ day of _____, 2020 by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 333 North Rancho Drive, Las Vegas, Nevada 89106, and **Geotechnical & Environmental Services, Inc**, (the "Consultant"), **a Corporation**, whose address is **7150 Placid Street, Las Vegas, Nevada 89118**.

PROJECT DESCRIPTION: Beautification of Las Vegas Boulevard from Stewart Avenue to Sahara Avenue. Improvements include street rehabilitation, utility upgrades, widened sidewalks, landscaping, pedestrian crossings, street lights and signal modifications.

W I T N E S S E T H:

WHEREAS, the City intends to construct the Las Vegas Boulevard Beautification, Stewart to Sahara (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 special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract;

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

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 additional compensation, replace such person or subconsultant with someone acceptable to the City.

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

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

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

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

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

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

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

2.0 CITY RESPONSIBILITIES

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

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.19.2 and 10.19.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

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

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

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

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for ONE-YEAR from the date of approval unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier is established for this contract. The multiplier includes costs associated with, but not be limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

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

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

7.5 **Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.19.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

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

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

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, Based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.19.

In the event that the City elects to implement (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. 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.

10.5.5 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 policy modification, 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 10.05 for the duration of this Contract. Claims made insurance (Professional Liability-10.05 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 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 10.19.3 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 10.19.2 or 10.19.3, 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 10.19.1 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 10.19.2, 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 February 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: _____
Denise Marcella, Acting Manager Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 4/1/2020
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Gregory P. DeSart, P.E., President

LIST OF EXHIBITS

EXHIBIT " A " **SCOPE OF SERVICES**

EXHIBIT " B " **REQUIRED SUBMITTALS**

EXHIBIT " C " **PERFORMANCE SCHEDULE**

EXHIBIT " D " **FEE BREAKDOWN**

EXHIBIT " E " **COMPENSATION**

EXHIBIT " F " **KEY PERSONNEL LIST**

EXHIBIT " G " **EXAMPLE INVOICE**

EXHIBIT " H " **CERTIFICATE OF DISCLOSURE**

EXHIBIT "A-1" **CONSULTANTS PROPOSAL**

EXHIBIT A
SCOPE OF SERVICES

100 PROPOSAL INCLUDED

In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated February 24, 2020, attached and included as Exhibit "A-1". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

100.1 SCOPE OF PROJECT

100.1.1 The scope and location of the Project is generally described as follows:

- Site address: Las Vegas Boulevard, Stewart Avenue to Sahara Avenue
- Approximate gross site acreage: N/A
- Approximate gross building square footage: N/A
- Offsite improvement area: Las Vegas Boulevard, Stewart Avenue to Sahara
- Improvement description: Beautification of Las Vegas Boulevard from Stewart to Sahara. Improvements include street rehabilitation, utility upgrades, widened sidewalks, landscaping, pedestrian crossings, street lights and signal modifications
- As shown on the attachment to this Exhibit 'A'

100.1.2 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.

100.2 SUBCONTRACTS

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

100.3 REGULATORY AUTHORITIES

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

100.4 ONLINE PROJECT MANAGEMENT SOFTWARE

100.4.1 MASTERWORKS Software. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

100.4.2 The City shall provide:

- A limited training manual for the MASTERWORKS software and a maximum of two hours of MASTERWORKS software training for up to four people at the City's offices.
- The cost of any software licenses required by the MASTERWORKS software manufacturer or distributor.

- User accounts for Consultant's access to the MASTERWORKS software.

100.4.3 The Consultant shall provide:

- Training of Consultant personnel required to utilize the MASTERWORKS software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MASTERWORKS software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MASTERWORKS software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MASTERWORKS software.

100.4.4 Documents approved in the MASTERWORKS software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MASTERWORKS software to provide approvals, and no excuse will be entertained by the City for unauthorized MASTERWORKS software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MASTERWORKS approvals, upon City request.

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200.1 GENERAL

200.2 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

200.2.1 Monthly reports verifying frequencies of quality control and summarizing field and laboratory observation and testing results throughout each month

200.3 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency.

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

300.2 Site access is hereby provided to the Consultant by the City for the scope of services contained in this Contract. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

301 SCHEDULE OF SERVICES

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

As required over the course of the design and construction of the Project, with the design and construction term anticipated by the City to be approximately 36 months, subject to modifications and contractor performance.

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 $600,000. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 3.25, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

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

CONSTRUCTION MATERIALS OBSERVATION and TESTING		REMARKS
TOTAL NOT-TO-EXCEED COST	$550,000	

ADDITIONAL SERVICES ALLOWANCE

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

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

401.1.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Table D-2 and Exhibit "E" (Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

401.1.4 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.

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

ADDITIONAL SERVICES ALLOWANCE		**ALLOWED SERVICES**
TOTAL NOT-TO-EXCEED COST	$50,000	

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**
Staff Professional	$146.25
Project Manager	$227.50
Administrative Assistant	$81.25

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

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

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

501.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not

necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

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

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Cassandra Watson-Mihelcic, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Tom Hayes, 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.a **CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Ahmed Abubakr**

601.1.b **CONSULTANT REPRESENTATIVE'S SUPERVISOR: David Salter**

601.1.c **TECHNICIAN: Dakota Keel**

601.1.d **CLERICAL: Diana Torti**

601.1.e **RESPONSIBLE IN CHARGE PERSON***: Ahmed Abubakr
* List name of individual Architect, individual Engineer, or Contractor company name as licensed:

601.1.f **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Architect, Engineer, or Contractor license number: 024046

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Project Number
Invoice Number
Invoice Date:

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

Task	Description	Amount of Task	Amount Billed this Period	Amount Previoisly Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
0	0				$0.00	$0.00			
106	**BID PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
106.4	0				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
107.1	Pre-Construction Meeting				$0.00	$0.00			
107.2	Submittal Review				$0.00	$0.00			
107.3	Construction Support Services				$0.00	$0.00			
107.4	0				$0.00	$0.00			
108	**POST CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
108.1	Record Drawings				$0.00	$0.00			
108.2	0				$0.00	$0.00			
108.3	0				$0.00	$0.00			
108.4	0				$0.00	$0.00			
108.5	0				$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	**$0.00**	**$0.00**						

	Additional Services Allowance:								
ASR#	**Total Additional Services Authorized**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
1	0					$0.00			
2	0					$0.00			
3	0					$0.00			
4	0					$0.00			
5	0					$0.00			
6	0					$0.00			
7	0					$0.00			
8	0					$0.00			
9	0					$0.00			
10	0					$0.00			
	Total Billed This Invoice:		**$0.00**						

	Total Billed to date	Total Remaining	Percent Remaining
Total Base Services Due this Invoice: $0.00	**Basic Services:**	**0.00**	**$0.00**
Total Additional Services Billed to Date $0.00	**Authorized Additional Services:**	**0.00**	**$0.00**
TOTAL AMOUNT OF INVOICE $0.00	**Additional Services Remaining:**		**$0.00**

CONTRACT NO.:

Page 2 of 2

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

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion 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: Geotechnical & Environmental Services, Inc.	**Services for:** Las Vegas Blvd QA
Address: 7150 Placid Street Las Vegas NV 89119	
Telephone: 702-365-1001	**Project Number:**
EIN or DUNS : 88-0289362	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gregory DeSart / President	7150 Placid Street Las Vegas NV 89119	702-365-1001
2.	David Salter / Geotechnical Practice Leader	7150 Placid Street Las Vegas NV 89119	702-365-1001
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

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

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

Name

3/09/2020
Date

Subscribed and sworn to before me this 9TH day of

MARCH 2020

Notary Public

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

EXHIBIT A-1

GES
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

- Geotechnical Engineering
- Construction Materials Testing & Inspections
- Environmental Services
- AASHTO Accredited Testing Laboratories
- IAS Accredited

February 24, 2020
Proposal No. 20204909C1r2

Ms. Cassandra Watson-Mihelcic, P.E.
Engineering Project Manager
City of Las Vegas Department of Public Works - City Engineering Division
333 North Rancho Drive, 7th Floor
Las Vegas, Nevada 89106

RE: Revised Scope of Services and Estimated Fee
Construction Materials Quality Assurance Observation and Testing Services
Las Vegas Boulevard Improvements, Stewart Avenue to Sahara Avenue
Las Vegas, Nevada

Dear Ms. Watson-Mihelcic:

Geotechnical & Environmental Services, Inc. (GES) is pleased to present to The City of Las Vegas (the City) a revised scope of services and fee estimate to provide construction materials Quality Assurance (QA) observation and testing services for Las Vegas Boulevard Improvements, Stewart Avenue to Sahara Avenue project in Las Vegas, Nevada.

Estimated Fee

Our services described herein will be performed for an estimated fee based on our understanding of the project, as follows:

Construction Materials Observation and Testing Budget	**$550,000**
Additional Services	**$50,000**
Construction Materials Observation and Testing Budget	**$600,000**

GES' site presence for sampling and testing will be as requested and as coordinated by the City project representatives. If this proposal is acceptable as presented, we are prepared to begin our services as soon as we receive a fully executed agreement.

Our incurred fees will be billed monthly on a time-and-expense basis, based on direct salary times the multiplier established in the agreement, and the rates shown on our attached Construction Materials Observation and Testing Fee Estimate (the Fee Estimate) for laboratory services. Trips, hours and sample quantities for services in excess of the fully executed agreement amount will be billed on a time-and-expense basis in accordance with the rates in our current Fee Schedule.

The hourly rates shown on our attached Fee Estimate represent the maximum allowable direct salary times a proposed multiplier of 3.25. The maximum allowable direct salaries, and the laboratory rates we used in our estimate are the same as those established in our current Blanket Contract with the City, dated June 26, 2019 (Contract No. 190306-SK).

Project Description

Our understanding of the project is based on our experience with similar projects in the City, our discussions with the City, and a review of the following provided documents:

- Project Plan, pre-final submittal, by CA Group, stamp-dated October 11, 2019.
- Special Provisions, pre-final submittal, by CA Group, dated September 2019.
- Bid Schedule, dated January 22, 2020.
- Construction Schedule, by Las Vegas Paving, dated November 15, 2019.

The total length of the project is 11,500 linear feet. The work performed within and along Las Vegas Boulevard and 3rd Street will include full roadway improvements consisting of, but not limited to, new asphalt pavement; concrete median islands; sidewalk; sidewalk ramps; curb and gutter; driveways; concrete pavers; street lighting; traffic signals and signal modifications at all intersections; new pedestrian crossings; relocated and upgraded bus stops; new smart city infrastructure; FAST; and landscaping with irrigation.

GES Scope of Work

Based on our discussions with the City, we understand that the QA testing will generally be in accordance with Table 1 (CLV Materials Testing and Sampling Frequencies - November 2017), as requested by the City, to achieve 30% of Quality Control (QC) test quantities.

Our proposed field staffing and laboratory testing for observation and testing for the project is described below and is summarized on our attached Fee Estimate. We will perform our observation and testing services according to the estimated number of trips, hours and sampling quantities summarized in the attached Fee Estimate. If the City changes the scope of required sampling and testing, our scope of work and fee will need to be revised.

We assume that the concrete and asphalt mixes that will used for the project construction will be included in the IQAC Qualified Materials Lists, and that project control laboratory testing for concrete aggregates and asphalt aggregates will not be required.

Materials Testing Technician

GES will provide qualified field personnel to perform sampling, observation and testing during the earthwork, concrete and asphalt construction. We assumed in our estimate that our technicians will be on site for an average of 20 hours per week, including travel, during construction, that GES may use a runner as needed to pick up samples from the site for delivery to our laboratory to expedite the testing process and improve test results turn-around times, and that GES may have more than one technician on site during simultaneous construction activities.

Laboratory Testing

Soils and Aggregate

GES' Materials Testing Technicians will obtain samples of the native subgrade soils, the native or import soils used for fill, trench backfill or other improvements, and Type II Aggregates, for laboratory testing to evaluate the soil materials' conformance to the project specifications, as applicable.

Concrete

GES' Materials Testing Technicians will obtain freshly mixed concrete samples for field and laboratory testing to evaluate the concrete's conformance to the project specifications. We anticipate that our technicians will perform slump, temperature, unit weight and if applicable air content testing on each sample and will mold cylindrical and as applicable beam compressive strength test specimens.

Dense-Graded Asphalt and UTACS

GES' Materials Testing Technicians will obtain hot-mix samples of dense graded asphalt during paving and will obtain cores of the dense-graded asphalt, for laboratory testing to evaluate conformance to the project specifications.

Scope Management

We assume that GES will attend the project preconstruction meeting and a QC/QA-specific meeting. GES will only attend progress, pre-activity, and other project meetings when requested by the City.

GES will provide supervision of Materials Testing Technicians performing observation and testing at the project site by a Professional Engineer licensed in the State of Nevada. GES will coordinate site visits as requested by the City, through our dispatching line (702-721-1940) or email (dispatch@gesnevada.com). We assume that we will be notified by the City at least 24 hours in advance for scheduling field observations and testing. GES will provide our laboratory testing reports to the City project representatives, by electronic mail. GES will notify the City of any non-conforming test result on the day the non-conforming result is identified.

GES will provide monthly reports summarizing our field and laboratory observation and testing results throughout each month. GES will review the QC testing monthly reports (the QC reports) and will provide our review comments within our corresponding monthly reports. Our monthly reports will include a summary of QA/QC ratios based on our QA testing quantities and the information provided in the QC reports. Our review of the QC reports will generally be based on Section 112.09 (Monthly Reporting) of the Special Provisions.

Exclusions and Additional Services

Our Time and Materials fee excludes any tasks not specifically outlined in this proposal including but not necessarily limited to the following: detailed review and evaluation of background documentation; structural evaluation of existing structures and improvements; supervision or coordination of contractor work; geotechnical explorations; installation of electrical systems, plumbing or other mechanical control systems; obtaining or preparing permits; work plans; safety plans; union or prevailing wage considerations; services performed over 8 hours per day and all services on holidays and weekends; project meetings other than the preconstruction meeting and pre-QC/QA meeting; review of the Contractor's submittals other than the monthly QC control reports; review of the Contractor's advanced notification cards for scheduling purposes; RFI review; schedule review; laboratory testing for concrete aggregates and asphalt aggregates; standby time; re-testing or re-inspecting work; evaluation, preparation or technical review of improvement plans; environmental site assessments; surveying; special inspection for concrete, reinforcing steel, structural steel and welding and post installed anchors in concrete or masonry; architectural observation and inspections; observation or testing during demolition; and any other services not specifically listed in this proposal.

Overtime services (client requested services performed over 8 hours per day and all services on holidays and weekends) will be charged at 1.3 times the hourly rates in shown in the Contract. Expedited laboratory services will be performed at 1.5 times the rates shown on the Contract. Additional services not included in the scope described herein may be requested and a separate proposal with a scope of services and associated fees for additional services can be prepared.

We appreciate the opportunity to provide our professional services. We hope to be able to meet with you and discuss the details of our services to be provided. Please feel free to contact our office at (702) 365-1001 if you have any questions or comments regarding this proposal.

Sincerely,
Geotechnical & Environmental Services, Inc.

Ahmed A. Abubakr, P.E.
Senior Engineer

Gregory P. DeSart, P.E.
President

AAA:GPD

Encl: Fee Estimate

Dist: PDF emailed to addressee at cmihelcic@lasvegasnevada.GOV
Cc PDF emailed to Mr. Tom Hayes at thayes@lasvegasnevada.GOV
Copy to proposal file

CONSTRUCTION MATERIALS TESTING AND OBSERVATION FEE ESTIMATE

Project Name: Las Vegas Boulevard Improvements, Stewart Avenue to Sahara Avenue
Project Number: 20204909C1r2
Client: City of Las Vegas
Estimated By: AAA
Date: 2/10/2020 - Revised 2/24/2020

Materials Testing Technician	Notes					
Field Testing						
MATERIALS TECHNICIAN	Field Sampling & Testing		3065 hours	$91.00	per hour	$278,915.00
					Subtotal=	**$278,915.00**
Soils Laboratory Testing						
SIEVE ANALYSIS		25 tests @		$125	per test	$3,125.00
ATTERBERG LIMITS		25 tests @		$140	per test	$3,500.00
MODIFIED COMPACTION PROCTOR		25 tests @		$175	per test	$4,375.00
R-VALUE		0 test @		$250	per test	$0.00
SWELL TEST - SNBC 1803.5.3.2 (60 psf)		15 tests @		$100	per test	$1,500.00
SULFATE (SO4), SOLUBILITY		15 tests @		$85	per test	$1,275.00
SPECIFIC GRAVITY OF SOILS		0 test @		$125	per test	$0.00
					Subtotal=	**$13,775.00**
Type II Aggregate Base Laboratory Testing						
SIEVE ANALYSIS		10 tests @		$125	per test	$1,250.00
ATTERBERG LIMITS		10 tests @		$140	per test	$1,400.00
FRACTURED FACES		10 tests @		$80	per test	$800.00
R-VALUE		2 tests @		$250	per test	$500.00
LA ABRASION		2 tests @		$225	per test	$450.00
MODIFIED COMPACTION-PROCTOR		2 tests @		$175	per test	$350.00
SULFATE (SO4), SOLUBILITY		2 tests @		$85	per test	$170.00
					Subtotal=	**$4,920.00**
Concrete Laboratory Testing						
CONCRETE COMPRESSIVE STRENGTH - CONCRETE CYLINDER		175 sets @	5 cyls/set @	$25	per cyl	$21,875.00
CONCRETE COMPRESSIVE STRENGTH - FLEXURAL BEAM		10 sets @	3 beams/set @	$80	per beam	$2,400.00
					Subtotal=	**$24,275.00**
Concrete Aggregate & Reinforcing Steel Laboratory Testing						
SIEVE ANALYSIS		0 test @		$125	per test	$0.00
SPECIFIC GRAVITY FINE AGGREGATE		0 test @		$75	per test	$0.00
SPECIFIC GRAVITY COARSE AGGREGATE		0 test @		$75	per test	$0.00
LA ABRASION		0 test @		$225	per test	$0.00
SAND EQUIVALENT		0 test @		$150	per test	$0.00
FRACTURED FACES		0 test @		$80	per test	$0.00
ORGANIC IMPURITIES		0 test @		$60	per test	$0.00
CLAY LUMPS AND FRIABLE PARTICLES		0 test @		$125	per test	$0.00
CLEANNESS VALUE		0 test @		$135	per test	$0.00
SODIUM SULFATE SOUNDNESS		0 test @		$325	per test	$0.00
LIGHTWEIGHT PARTICLES		0 test @		$150	per test	$0.00
REINFORCING STEEL - TENSILE STRENGTH, YIELD & ELONGATION		0 tests @		$125	per test	$0.00
REINFORCING STEEL - BEND TEST		0 tests @		$125	per test	$0.00
					Subtotal=	**$0.00**
Dense-Graded Asphalt and UTACS Laboratory Testing						
EXTRACTION/GRADATION		75 tests @		$325	per test	$24,375.00
RICE UNIT WEIGHT		40 tests @		$125	per test	$5,000.00
MARSHALL STABILITY, FLOW AND COMPACTION		40 tests @		$200	per test	$8,000.00
DIRECT TENSILE STRENGTH		40 tests @		$500	per test	$20,000.00
BULK SPECIFIC GRAVITY UNCOATED/SSD (SET OF 3) - (PREP PACKS)		40 tests @		$100	per test	$4,000.00
RUT TEST (SET OF 6 CORES)		0 sets of 6 cores each @		$1,265	per set	$0.00
BULK SPECIFIC GRAVITY & DENSITY PARAFFIN SAMPLES (CORE SAMPLES)		4 sets @	5 cores/set	$55	per core	$1,100.00
OVEN CALIBRATION FOR DETERMINING ASPHALT CONTENT BY IGNITION OVEN		2 tests @		$600	per test	$1,200.00
					Subtotal=	**$63,675.00**
Asphalt Aggregate Laboratory Testing						
SIEVE ANALYSIS		0 test @		$125	per test	$0.00
FRACTURED FACES		0 test @		$80	per test	$0.00
FINE AGGREGATE ANGULARITY		0 test @		$145	per test	$0.00
METHYLENE BLUE		0 test @		$200	per test	$0.00
LA ABRASION		0 test @		$225	per test	$0.00
ELONGATION @ 5:1		0 test @		$150	per test	$0.00
SODIUM SULFATE SOUNDNESS		0 test @		$325	per test	$0.00
					Subtotal=	**$0.00**
Scope Management						
STAFF PROFESSIONAL	Review and Reporting		500 hours @	$146.25	per hour	$73,125.00
PROJECT MANAGER	Scope Management, including Project Meetings		330 hours @	$227.50	per hour	$75,075.00
ADMINISTRATIVE ASSISTANT	Coordination and Reporting		200 hours @	$81.25	per hour	$16,250.00
					Subtotal=	**$164,450.00**

Estimated Fee for Testing and Observations =	**$550,000**
Additional Services =	**$50,000**
Total Estimated Fee for Testing and Observations =	**$600,000**

EXHIBIT H
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion 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: Geotechnical & Environmental Services, Inc.	**Services for:** Las Vegas Blvd QA
Address: 7150 Placid Street Las Vegas NV 89119	
Telephone: 702-365-1001	**Project Number:**
EIN or DUNS : 88-0289362	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gregory DeSart / President	7150 Placid Street Las Vegas NV 89119	702-365-1001
2.	David Salter / Geotechnical Practice Leader	7150 Placid Street Las Vegas NV 89119	702-365-1001
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

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

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

Name

3/09/2020
Date

Subscribed and sworn to before me this 9TH day of MARCH 2020

Notary Public

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

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve award of Contract No. 200097-DD, Professional Services Contract for Environmental Division SCADA Integration Services, located at 6005 East Vegas Valley Drive - Public Works - Award recommended to: WUNDERLICH-MALEC ENGINEERING ($4,080,000 Sanitation Enterprise Fund - Sanitation Construction Fund) - Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: $4,080,000
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This contract is for Supervisory Control and Data Acquisition (SCADA) services for the Water Pollution Control Facility. Funding is for the initial two years; contract has options for three one-year renewals to be assessed and funded at a later date. SCADA is a system of software, hardware, and operating personnel for analyzing data and monitoring and controlling plant functions. Wunderlich-Malec Engineering was selected through a competitive Request for Proposal process. Wunderlich-Malec Engineering is located in Henderson, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 200097-DD
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL SERVICES CONTRACT
FOR CONTRACT NO. 200097-DD ENVIRONMENTAL DIVISION SCADA INTEGRATION SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2020, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Wunderlich-Malec Engineering, Inc. (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Nevada.

SECTION A – Contract Overview

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

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

(a)

Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	SCADA Integration falls within three major areas: Plant Support, Capital Project Design/Bid Support and Capital Project Construction Support. Each area requires various skill sets for the assigned staff to complete the assigned work.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30, 2022	**Option Periods** Three (3) one-year periods
Contract Type As defined in Section B-1, "Definitions"	The contract type is Firm Fixed Price		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$4,0800,000 Base two (2) year period		

(b)

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

(c)

City Project Manager See Section D-4, (a)	**Name** John Bettencourt	**Phone** 702-229-6560	**Email** jbettencourt@lasvegasnevada.gov
Company Representative See Section D-4, (b)	**Name** Jason Moore	**Phone** (702) 302-3732	**Email** Jason.moore@wmeng.com

A-2 Performance Period

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

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

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

SECTION B – Basic Terms

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

The following definitions apply to this Contract:

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

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

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

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

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

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

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

SECTION C – Statement of Work

C-1 Scope of Work

(a) Services will be provided in accordance with the Scope of Work attached as Exhibit A.

C-2 Deliverables/Schedule/Pricing

(a) This Contract provides for the issuance of Task Orders for Supervisory Control and Data Acquisition (SCADA) Integration Services on current systems at the Water Pollution Control and Remote Sites . Each Task Order issued will provide for payment of Labor Hours worked incurred at a Firm Fixed. Price pursuant to Paragraph D-1 " Pricing Revisions ".

(b) The City will pay the amounts set forth in "Exhibit B – Pricing", which shall include all incidental expenses, in accordance with Section D-2 "Payment".

SECTION D – Special Conditions

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

Compensation Amount. The City will pay the Company for the work performed under each issued Task Order at the following Fixed Price Labor Rates. The Fixed Price Labor Rates are firm thru June 30, 2021. Thirty (30) days prior to the expiration of the Contract period, the Company may submit a proposal to the City to revise the rates. In the event of an increase, the Company must provide the City with a written request and suitable justification before the price increase would become effective. Any increase shall not exceed five percent (3%) annually thereafter. The Hourly rates for this contract are listed in Exhibit B " Pricing-Hourly Ratesl".

A Firm-Fixed Price amount will be submitted for each Task Order to the City's Project Manager.

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

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

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

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

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

(ii) the purchase order number;

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

(iv) performance dates covered by the invoice.

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

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

(b) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

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

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

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

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

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

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

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per

occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

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

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

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

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

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

D-6 Warranty – Services [CAO-5/2/12]

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

SECTION E – General Conditions

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

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

FOR THE CITY:
Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY:
Attn: Jason Moore
Wunderlich-Malec Engineering, Inc.
980 Mary Crest Road, Suite B
Henderson, Nevada 89014
Fax: (702) 479-7991
Phone: (702) 479-7877

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-8 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

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

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

E-9 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-10 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-11 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-12 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-13 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-14 Indemnification [CAO-5/2/12]

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

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

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

E-15 Patent Indemnity [CAO-7/24/08]

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

E-16 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-17 Confidentiality – City Information [CAO-7/24/08]

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

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

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

E-18 Marketing Restrictions [CAO-7/24/08]

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

E-19 Intellectual Property Rights [CAO-7/24/08]

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.

E-20 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-21 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-22 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-23 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-24 Conforming Services [CAO-7/24/08]

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

E-25 Independent Contractor [CAO-7/24/08]

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

E-26 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-27 Conflict of Interest (City Officials) [CAO-5/2/12]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-28 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-29 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-30 Certification – No Israel Boycott [CAO 6/11/18]

By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

E-31 Counterpart Signatures [CAO-9/24/08]

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

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

CITY OF LAS VEGAS

DENISE MARCELLA, Date
Acting Manager
Purchasing and Contracts

WUNDERLICH-MALEC ENGINEERING, INC.

NEAL K.WUNDERLICH, President Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney
3/24/2020

Deputy City Attorney Date

EXHIBIT A – SCOPE OF WORK

Environmental Division SCADA Integration Services

Background:

The Environmental Division currently encompasses a 91 MGD Water Pollution Control Facility (WPCF), a 10MGD Re-Use Facility Durango Hills Water Resource Center (DHWRC) and a Lift Station. The SCADA system is comprised of the following elements:

Client/Server Environment

12 Hyper-V Hosts
63 Virtual Machines
3 Domain Controllers
5 Desktops
7 Laptops
19 Thin Clients

Application Environment

2 Domains (Production & Development)
341 Templates
29,400 Instances
31,811 Historian points
141,078 DI Server Elements (tags)

Software Environment

Windows Server 2012 R2
Windows 10
Wonderware System Platform 2014 R2 (inclusive of all children; Historian, Intouch, AppServer, etc.)
Dream Reports V5.8
SQL 2016
ACP ThinManager V9 sp2
Schneider Electric Unity Pro V10
Schneider Electric OPC Factory Server (OFS) V3.6
Solar Winds
Siemens SIMIT V10 for simulation

Physical Environment

7 Schneider Electric Quantum 140CPU53414B
77 Schneider Electric Quantum 140CPU65260
13 Schneider Electric M340 BMXP342020
30 OIT's

The City of Las Vegas will provide furnished office space for the on-site staff, but the successful offeror is responsible for any phone and/or network services/connectivity. The City of Las Vegas will also provide Server hardware and software for use in Human-Machine Interface (HMI) Development & Testing and the client software for HMI and Programmable Logic Controller (PLC) Programming.

Annual task orders issued varies depending on Capital and Internal Projects. Currently the City is utilizing 1 Project Manager (PM) and 8 Engineer/Designers (D/E's) to support current work load, with a low level of 1 PM and 3 D/E's during a period of few construction projects and a high of 1 PM and 13 D/E's during the re-write process in the past 5 years

Scope of Work:

Work performed by the Successful Offeror falls within three major areas: Plant Support, Capital Project Design/Bid Support and Capital Project Construction Support. Each area requires various skill sets for the assigned staff to complete the assigned work.

Plant Support

Plant Support services include SCADA changes associated with minor plant upgrades or modifications, Operations & Maintenance training associated with any changes made, After hours support as required, and other Control Systems support necessary for normal plant operations. It also provides support of the Development and Production Server and Application environment, including patches, upgrades, etc.

Plant support is intended to respond to the staffing for unforeseen problems, requested improvements and to support of day-to-day operations. The City will request an estimate for a given scope of work, the Successful Offeror will develop a Task Order with an estimate of the time and staffing required and obtain approval before commencing work.

The following section is provided to give Offeror's a list of Plant Support tasks and scope which will also be performed by the Successful Offeror.

Instrumentation and Controls (I&C) Specification Standards Maintenance

This task will maintain standard design documentation for all existing device type installations; pumps, motors, flow meters, etc. It will include any typical installation and loop drawings, specifications and design criteria from a "Controls" perspective. These documents are what future projects can make use of to reduce development time and keep consistency with the existing plant environment.

Process And Instrumentation Diagram (P&ID) Maintenance

This task will maintain typical P&ID's for all existing device type installations; pumps, motors, flow meters, etc. It will also include maintaining a "conformed" set of Master Drawings for all installations developed by amending existing drawing with final PI&D submittals from construction projects. These documents are what future projects can make use of to reduce development time and keep consistency with the existing plant environment.

Reporting Maintenance and Improvements

This task will review manually and SCADA generated reports in active use in the operation of the treatment plants. The Successful Offeror will then work with the owner to determine which reports will be modified or automated based on criticality and efficiency. These reports will then be created in the SCADA environment, tested and then the users will be trained on their use.

Facility Plan

This task will baseline current SCADA hardware, software and practices, review new and emerging technologies and create a new standard for hardware, software and practices to support the owner's SCADA requirements for the next 10 years. The facility plan should be able to support new projects and contain plans to upgrade existing installations in a timely and safe manner.

· **Baseline Study**

This task will inventory all SCADA related hardware, software and practices. Contact all manufactures and confirm product lifecycles. Review operational history and create a set of requirements from the strengths and weaknesses of the existing systems; derive from this a set of general requirements for all systems.

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New and Emerging Technology Review

Using current automation industry trends and forecasts, define a set of products for further review and testing. The Successful Offeror will work with industry OEM's to provide demonstrations and literature for the Owner's review. Both current and soon to be released products and technologies are to be considered. Both an aggressive and moderate model should be considered here and evaluated for the future.

· **Design**

Model the architectures for both the moderate and aggressive selections here. A hybrid of new and old, as well as a final design of a fully converted WPCF should be presented to the Owner for review and comment. Once a working copy of all architectures is complete the Successful Offeror will assist the owner in a risk review of both the aggressive and moderate model.

· **Documentation**

Document the new SCADA architecture and develop design documents to support the new installation on a moderate size capital project for deployment.

Training

This task will provide training to City of Las Vegas Technical and Development staff in:

· Utilizing the existing environment to troubleshoot and correct process equipment problems

· Maintain existing PLC and HMI applications

· Develop new PLC and HMI applications

Capital Projects – Design/Bid

The City will request an estimate for a given scope of work, the Successful Offeror will develop a Task Order with an estimate of the time and staffing required and obtain approval before commencing work.

The following section is provided to give Offeror's an outline of tasks to be perform:

Design

· Provide to the Design Engineer in electronic format P&ID, Loop and Control Cabinet drawings, City of Las Vegas Specifications and design standards

· Assist the City of Las Vegas in reviewing design drawings and specifications developed by the Design Engineer, ensuring that best known methods and City practices are followed

· The Successful Offeror will data mine the existing SCADA data for relative information to assist in and validate design assumptions

· Attending design meetings as required

Contract/Bid

· Provide support throughout bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

Capital Projects - Construction

· Construction support is intended to supplement the staffing to support completion of Capital Projects. It is intended to follow a work flow of request and approval. The City will request an estimate for a given scope of work, the Successful Offeror will develop a Task Order with an estimate of the time and staffing required and then waits for approval before commencing work.

The following section is provided to give Successful Offeror an outline of tasks which the Successful Offeror to be performed:

Integration

· The Successful Offeror will produce HMI, PLC and Simulation software to control and simulate the project's Input/output, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

· When completed the software will be tested in a Staged Software Demonstration Test (SSDT) and feedback solicited from the City.

Construction

· Assist the City in reviewing Contractor submittals to ensure compliance with design drawings and specifications.

Commissioning

· Provide commissioning and inspection services to ensure the construction meets the control design and specifications, is capable of performing the control strategies and will function as the design intends.

Startup and Testing

· Provide a pivotal role in startup throughout multiple stages of field testing acting as the City of Las Vegas Representative. The various stages of testing are:

o Operational Readiness Testing (ORT) – Field device to the PLC IO card

o Combined Operational Readiness Testing (CORT) – Field device control via the PLC program

o Integrated System Acceptance Testing (ISAT) – Process control via the PLC & HMI program

o Reliability Acceptance Testing (RAT) – Operation of the process for a specified length of time within an accepted failure rate

· Produce all documents required for the testing portion of the contract to support ORT, CORT and ISAT. The Successful Offeror will be the keeper of these documents until completion and turnover to the City at completion of testing.

· Providing coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Successful Offeror as it pertains to these startups and testing.

· The Successful Offeror will make available to the City of Las Vegas, Contractor and the Design Engineer any and all data from the SCADA system to support the RAT when requested.

Training

· The Successful Offeror will provide Operations & Maintenance training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and sections as needed.

Capital Projects (2020-2022)

The Successful Offeror will support the successful delivery of the following existing projects:

Projects in Construction (Construction Completion)

WPCF Digester Rehabilitation (2021Q3)

WPCF Effluent De-Chlorination Improvements (2020Q3)

Projects in Design (Design Completion)

WPCF BNR Rehabilitation (2019Q4)

WPCF Filtration Rehabilitation (2019Q4)

WPCF Process Air Improvements (2020Q4)

WPCF Electrical Project (2020Q1)

Upcoming Projects: (Design Starting)

WPCF Dewatering Building Rehabilitation (2020Q1)

WPCF FOG Full Implementation (2020Q3)

WPCF Digester Gas Scrubbing, Compression, and Injection (2020Q3)

WPCF Primaries Rehabilitation (2021Q3)

EXHIBIT B

PRICING

Wunderlich-Malec

Exhibit B		
RFP 200097-DD		
Environmental Division SCADA Integration Services		
Hourly Rates		
Job Description	Engineering Level	Rate in USD/Hr
PROJECT MANAGER	E6 to E12 & P1	$155 to $275
ENGINEER	E1 to E12	$95 to $250
DESIGNER	D1-D5	$70 to $110

ENGINEERING RATE SCHEDULE

Classification		Rate
P1	Principal	$275.00
E12	Engineer 12	$250.00
E11	Engineer 11	$225.00
E10	Engineer 10	$200.00
E9	Engineer 9	$185.00
E8	Engineer 8	$175.00
E7	Engineer 7	$165.00
E6	Engineer 6	$155.00
E5	Engineer 5	$145.00
E4	Engineer 4	$135.00
E3	Engineer 3	$125.00
E2	Engineer 2	$105.00
E1	Engineer 1	$ 95.00
ET2	Engineering Tech 2	$ 85.00
ET1	Engineering Tech 1	$ 75.00
D5	Designer 5	$110.00
D4	Designer 4	$100.00
D3	Designer 3	$ 90.00
D2	Designer 2	$ 80.00
D1	Designer 1	$ 70.00
A2	Administrative/Purchasing	$ 75.00
A1	Administrative/Clerical	$ 45.00

EXHIBIT C

PROPOSAL

SECTION 1 - COVER PAGE & BUSINESS INFORMATION

Required (a) Legal Name

Wunderlich-Malec Engineering Inc.
6101 Blue Circle Drive
Eden Prairie, Minnesota 55343

Required (b) Individual authorized to bind the offeror
Neal K. Wunderlich - President - (952) 933-3222 - neal.wunderlich@wmeng.com

Required (c) Representative authorized to negotiate on behalf of offeror
Jason Moore - Business Unit Manager - (702) 302-3732 - jason.moore@wmeng.com

Required (d) Details of licenses, registrations and certifications

NAME	NUMBER
State of Nevada - Business License	BID - NV20081461769 / Entity # E0335302008-2
State of Nevada - Contractors License	as Wunderlich-Malec Systems #0082230
City of Henderson, NV - Business License	2011302315
City of Las Vegas, NV - Business License	G65-08440
City of North Las Vegas - Business License	110729
Boulder City, NV - Business License	195537
Clark County, NV - Business License	2000347-215
Storey County, NV Business License	20-6624
Professional Engineering Registrations	Neal Wunderlich - Electrical - 14648
	Ron Naldoza - Controls - 21089
	Stan Spence - Controls - 16217
	Steve Jones - Electrical - 27406
UL508A Listing	E225392
ISO 9001	Certificate No. 16-1071
AVEVA Wonderware Certified	WME - AVEVA Certification (Clickable link to AVEVA website)
Schneider Electric Certified	WME - Schneider Electric Certification (Clickable link to Schneider Electric website)

Required **Disclosure of Ownership Form – Uploaded Separately**

Required **Exhibit B Pricing – Uploaded Separately**

SECTION 2 - QUALIFICATIONS AND EXPERIENCE

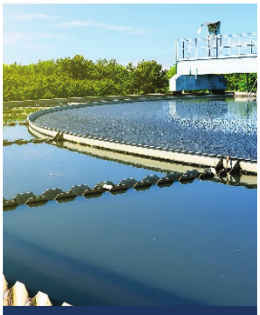
Our firm's proximity to the City and our combined experience (totaling more than 100 years to the City of Las Vegas Environmental Division (CLVED)) in SCADA programming and commissioning will provide the City of Las Vegas with the responsiveness and expertise it needs to develop and maintain a healthy SCADA system.

Required

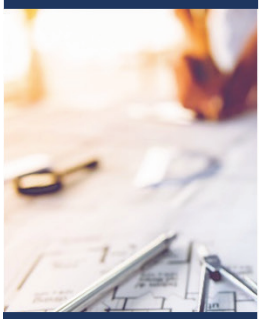
OFFEROR'S EXPERIENCE

Wunderlich-Malec Engineering (WME) has been providing automation services, including Supervisory Control and Data Acquisition (SCADA) services, for over 39 years. From our corporate office in Minnesota, and thirty-five regional offices throughout the United States, we have the ability to staff and support project sites on a local basis. In total WME has over 500 qualified engineers to assist on projects and our local presence allows our customers to minimize continuing support costs and enables us to provide a timely response to their needs. Our people are passionate about solving unique engineering challenges, and with the support of industry experts behind them, they can successfully execute projects of any size while meeting your requirements of scope, schedule and budget. WME has served the Water & Wastewater market for decades and has thousands of hours expertise at our fingertips. WME also serves a diverse array of markets and has other capabilitites outside of SCADA support services including Electrical and Mechanical Engineering, panel fabrication/modular manufacturing, and Architecture Design.

In addition to a large national presence WME also has an office in Henderson, Nevada which employees 15 full time employees. Our employees on staff, elaborated on later in this proposal, have over 100 years combined Water Pollution Control Facility (WPCF) SCADA experience with the majority of them having tested for certifications on the software used in the CLVED control systems. Using this well-established team, WME has served as the City of Las Vegas Environmental Division's (CLVED) system integrator since 2010 offering daily plant support and engineering services on large capital projects. In addition to CLVED, Wunderlich-Malec also serves other municipality/public works entities here in Southern Nevada with professional engineering services ranging from PLC upgrade projects to SCADA service projects including the Las Vegas Valley Water District and the city of Boulder City. On a national level WME supports multiple SCADA upgrade and maintenance projects.



Services & Product Solutions



Control System Integration



Electrical & Power Engineering

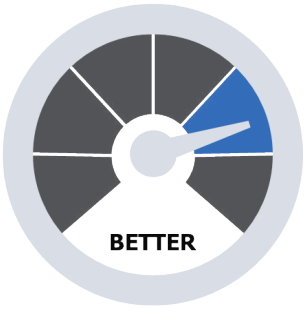


Panels & Modular Manufacturing

QUALIFICATIONS SCORECARD

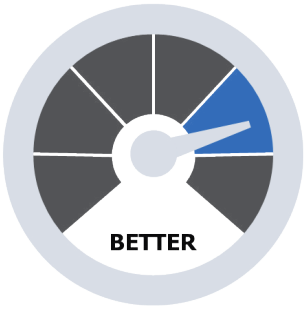
AVEVA now owns Wonderware, the HMI/SCADA software used at the CLVED

AVEVA Certifications



42 Certified Engineers

Continuous investment in our employee-owners ensures that we have the skilled workforce to ensure your projects are a success



165 Certifications

A strong competency across the entire AVEVA portfolio of products means that WME can handle your entire delivery regardless of complexity



Specialist Solution Provider (SSP)

SSP Partners are a select group with validated expertise in the sales, delivery and support of advanced application industrial automation and business process solutions.

Wunderlich-Malec Engineering values the need to stay current on evolving technology. We constantly invest in our most valuable resource; Our Employee-Owners. This is demonstrable in the use of our training budget and the high level of certifications for our firm and Employee-Owners

Schneider Electric produces the PLC hardware and software used at the CLVED

Schneider Electric Certifications



15 Certified Engineers

Continuous investment in our employee-owners ensures that we have the skilled workforce to ensure your projects are a success



35+ Unity SME

A strong competency across the entire company means that WME can handle your X80 platform project



Certified Alliance Partner

Certified Alliance Partners bring knowledge, access to the latest technology and training and proven project execution experience to ensure your projects will be delivered on time and budget.

Since 2010 Wunderlich-Malec Engineering has been providing world class Engineering and Systems Integration Services to the City of Las Vegas.

Local Experts



15 Local Staff Members

Within the Las Vegas valley, Wunderlich-Malec Employs 15 highly qualified staff members



100+ Years CLV Experience

Combined, our primary and alternate team members have greater than one hundred years experience providing services to the City of Las Vegas



Proven Staffing Record

For 10 years Wunderlich-Malec Engineering has demonstrated that it can staff the changing needs of the City of Las Vegas with superior quality team members. Through growth and contraction

During the lifecycle of the SCADA system at the City of Las Vegas, the System Integration staffing needs have grown and contracted. From a low of 4 team members to a high of 15. Through those fluctuations Wunderlich-Malec Engineering has been able to maintain the quality of team members and retain the knowledge gained during downsizing. This can be attributed to our depth and breadth; As well as our ability to attract talent due to our ESOP and stability.

Depth, Breadth & Stability



35+ Locations Nationwide

Diversified Business Units give Wunderlich-Malec the stability to thrive in all business climates. This ensures that we can staff the needs of the City of Las Vegas now and into the future.



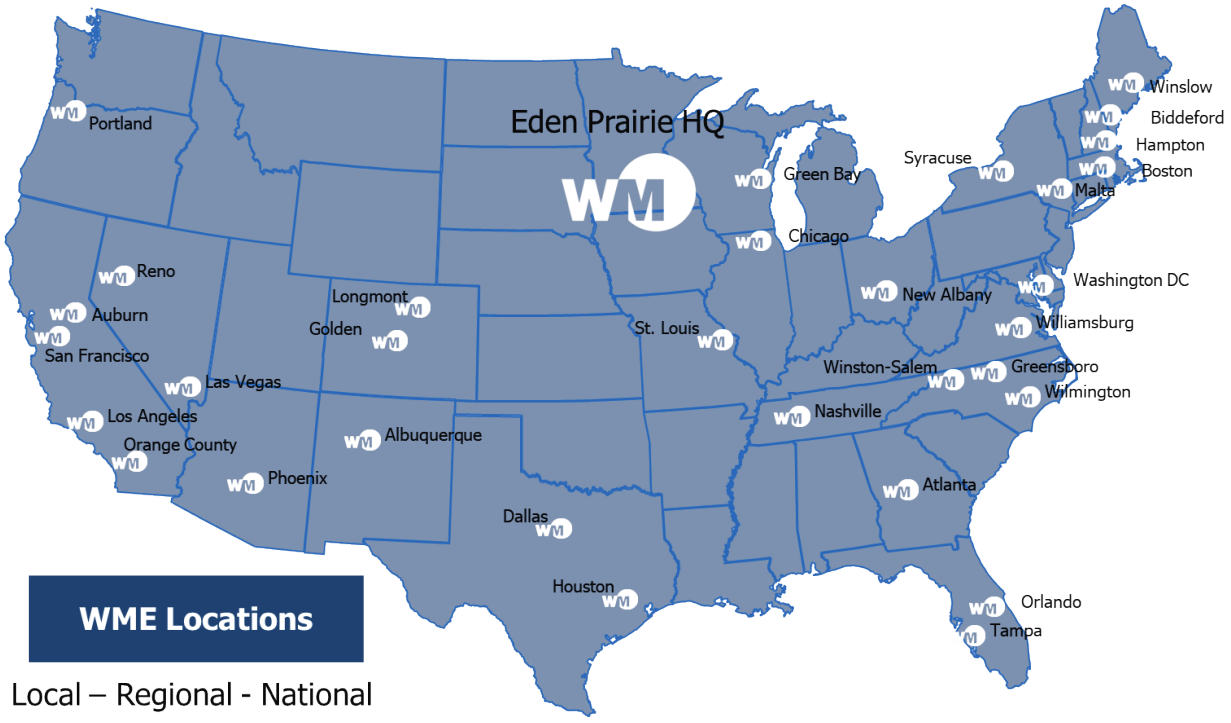
500+ Employee-Owners

Wunderlich-Malec Engineering's employee-owners have a wide variety of skills and experience. This enables us to bring unique skills to the beneficial use of the City of Las Vegas' ever evolving needs.



39+ Years in Business

Wunderlich-Malec's stability is key to many aspects of our exceptionalism; Long term relationships with Technology Vendors, ability to attract and retain talent, etc.



Wunderlich-Malec Engineering has 150 engineers within a 600 mile radius of Las Vegas, NV. This allows for easy travel to bring in experts or peak shaving manpower.

Our Vision



Smarter Process

Smarter processes generate data in context, which we call information. Information enables the process owner to identify waste and inefficiencies, and report them.



Smarter People

Smarter people take information and transform it into intelligence. This enables improvement and the creation of metrics known as key performance indicators.



Smarter Infrastructure

Smarter infrastructure happens when smart people manage smart processes to continuously improve the business through culture, engagement and initiative.

EXISTING CONTRACTS & PROGRAMS

The following pages show existing and past contracts which were similar to the Scope of Work requirements for The City of Las Vegas – Environmental Division. The Project Profiles found on the attached pages include:

- PLC/SCADA Upgrade Project
- Final Treatment Building Expansion
- Alarm Management
- Blower Replacement
- Design Guide
- E-Stop Investigation & Report
- Yard Piping & Utility Map
- Pump Station ControlLogix Migration

TITLE AND LOCATION: PLC/SCADA Upgrade Project Boulder City Water & Wastewater Division	**OWNER:** City of Boulder City Boulder City, Nevada 401 California Avenue Boulder City, NV 89005
POINT OF CONTACT: Mike Noe – Division Supervisor	**WM PROJECT INFORMATION:** Office: Las Vegas, NV Phone: (702) 479-7877

DESCRIPTION OF PROJECT:
This project included developing a new SCADA system based on the requirements of the SCADA master planning report, reviewing and updating alarm rationalization and then implementing the SCADA package at the City of Boulder City, Wastewater Treatment Facility.

SCOPE OF WORK:
WME is under contract to provide all the services to complete this PLC/SCADA upgrade. WME performed all procurement activities for this project including purchasing PLCs, OITs, Wonderware licenses and computer hardware. WME also led the design phase, working with Boulder City personnel, where a detailed audit was done of the existing PLCs and Intouch application to declare control narratives to control all associated equipment. WME then programmed the PLCs, OITs and the new Wonderware 2017 SCADA application using WME's philosophies. Win911 was configured to callout operations and maintenance based upon Boulder City callout requirements. The FAT test is to be held at the Henderson, NV WME location where the full system will be setup for testing. Following that a weeklong startup will start with the help of detailed commissioning documents ensuring the control system will operate as described in the control narratives.

TITLE AND LOCATION: **Final Treatment Building Expansion** **Las Vegas, Nevada**	OWNER: **City of Las Vegas** **6005 East Vegas Valley Drive** **Las Vegas, NV 89142**
POINT OF CONTACT: Jay Karvonen – City of Las Vegas	**WM PROJECT INFORMATION:** Office: Las Vegas, NV Phone: (702) 479-7877

DESCRIPTION OF PROJECT:

The full Scope of Work for this project includes installation of new hypochlorite storage tanks and building addition at the Final Treatment Plant Building, and the installation of new grating, platforms, walkways and stairs for access to existing and new hypochlorite storage at the City of Las Vegas (CLV) Water Pollution Control Facility (WPCF)

SCOPE OF WORK:

WME's Scope of Work was to design, develop, test and commission the SCADA software for the WPCF Final Treatment Building Expansion Project.

Systems affected include:

-Sodium Bisulfate System

-Sodium Hypochlorite System

Project Counts:

- Programmed 141 new I/O, Decommissioned 110 I/O.
- Created Control Strategies and P&ID's for Design Engineer that were omitted from specifications.
- Developed 6 new SCADA screens.

Work Breakdown Structure:

- Design
  - Software Functional Description
  - Database
  - Graphics
- Development
  - Configure the plant control system PLC and FactoryLink software
  - Configuring PLC code for each in plant process, excluding the vendor package systems supplied by the vendors.
- Staged Simulation Demonstration Testing
  - Internally test/simulate PLC program and SCADA screens
  - Perform witnessed Staged Simulated Demonstration Test (SSDT) with owner.
- Deployment and Commissioning Services
- Final Project Documentation
- Owner SCADA Training

TITLE AND LOCATION: Alarm Management Las Vegas, Nevada	OWNER: City of Las Vegas 6005 East Vegas Valley Drive Las Vegas, NV 89142
POINT OF CONTACT: Jay Karvonen – City of Las Vegas	WM PROJECT INFORMATION: Office: Las Vegas, NV Phone: (702) 479-7877

DESCRIPTION OF PROJECT:

This project included developing an Alarm Rationalization and Prioritization document and then implementing the reprioritized alarms in the prior FactoryLink SCADA package at the City of Las Vegas (CLV) Water Pollution Control Facilities.

SCOPE OF WORK:

WME's Scope of Work for this project included:

- A Criticality Assessment was performed in detail which detailed the Criticality Assessment process, the findings from our thorough review, and its effect on the existing WPCF alarms. This data was presented through facilitated workshops with both WME and CLV personnel.
- Several Design Memorandums were drafted to guide and shape the final Alarm Philosophy Document. All memorandums were presented during 3 facilitated workshops.
  - -An Alarm Rationalization memorandum was drafted discussing the needs to define an alarm and its characteristics.
  - -An Alarm Prioritization memorandum was drafted discussing the needs of alarm priorities for the WPCF alarms.
  - -An Alarm Settings memorandum was drafted discussing the settings for alarm generation.
  - -An Alarm Handling memorandum was drafted discussing the various methods of handling different types of alarms.
  - -A Performance Indicators memorandum was drafted discussing indicators that can be used to verify the effectiveness of the implemented alarm system.
- -A formal Alarm Philosophy Document (APD) was developed from the design memorandums.
- -Alarms were configured in the FactoryLink SCADA system with the new priorities developed from the criticality assessment.

TITLE AND LOCATION: Blower Replacement Las Vegas, Nevada	OWNER: City of Las Vegas 6005 East Vegas Valley Drive Las Vegas, NV 89142
POINT OF CONTACT: Jay Karvonen – City of Las Vegas	WM PROJECT INFORMATION: Office: Las Vegas, NV Phone: (702) 479-7877

DESCRIPTION OF PROJECT:

This project included replacement of a blower and associated air ducting, valves, and controls and blower building electrical improvements at the City of Las Vegas (CLV) Water Pollution Control Facility (WPCF), 6005 East Vegas Valley Drive, Las Vegas, Nevada 89142.

SCOPE OF WORK:

WME's Scope of Work was to design, develop, test and commission the SCADA software for the WPCF Blower Replacement Project.

Systems affected include:

- Plant Low Pressure Air system
  - -Completed logic rewrite to blower main sequencer PLC.
  - -Modified the existing PLCs interfacing with Plant Air system.
  - -Interfaced with 4 new vendor PLCs.
- Plant power infrastructure control system
  - -Completed new logic for Switchgear #7 PLC.
  - -Modified the existing Main switchgear controller PLC.
  - -Programed 1 new OIT and re-program 6 existing OITs.

Project Counts:

- Decommissioned 35 I/O Points.
- Programed 260 new I/O and modified 358 hard I/O points and 340 soft I/O points.
- Work performed on 13 total PLCs with modified or new logic.

Work Breakdown Structure:

- Design
  - Software Functional Description
  - Database
  - Graphics
- Development
  - Configure the plant control system PLC and FactoryLink software
  - Configuring PLC code for each in plant process, excluding the vendor package systems supplied by the vendors.
- Staged Simulation Demonstration Testing
  - Internally test/simulate PLC program and SCADA screens
  - Perform witnessed Staged Simulated Demonstration Test (SSDT) with owner.
- Deployment and Commissioning Services
- Final Project Documentation
- Owner SCADA Training

TITLE AND LOCATION: I&C Design Guide Las Vegas, Nevada	OWNER: City of Las Vegas 6005 East Vegas Valley Drive Las Vegas, NV 89142
POINT OF CONTACT: Jay Karvonen – City of Las Vegas	WM PROJECT INFORMATION: Office: Las Vegas, NV Phone: (702) 479-7877

DESCRIPTION OF PROJECT:

The Scope of Work for this project included performing an inventory, evaluating the current I&C system hardware capabilities and writing a I&C Design Guide for use at the City of Las Vegas (CLV) Water Pollution Control Facilities.

SCOPE OF WORK:

WME's Scope of Work was to inventory, evaluate and write a detailed I&C guide for future city use. Work performed on this project included:

-A field survey was conducted to document and evaluate the existing I&C System including all hardware, calibration practices and status of the drawings showing I&C equipment.

-A needs assessment was performed to explore the current and future needs of the I&C system. This needs assessment included several workshops with City staff at the Environmental Division to discuss the current state of inventory and developed specifications for CLVED sites.

- An evaluation was performed to evaluate the current I&C systems hardware capabilities, maintainability, and how the I&C system met the current and future needs of the various sites.

-Recommendations were issued in the form of a Technical Memorandum detailing several topics including but not limited to:

- -I&C Background and overview
- -Standards and Codes list
- -Facility classification, per area
- -Physical design criteria
- -Any network and other communications requirements
- -Functional requirements
- -Specification recommendations
- -Installation guidelines
- -Calibration recommendations

TITLE AND LOCATION: E-Stop Investigation & Report Las Vegas, Nevada	OWNER: City of Las Vegas 6005 East Vegas Valley Drive Las Vegas, NV 89142
POINT OF CONTACT: Jay Karvonen – City of Las Vegas	**WM PROJECT INFORMATION:** Office: Las Vegas, NV Phone: (702) 479-7877

DESCRIPTION OF PROJECT:
The full Scope of Work for this project included field investigations of installed Emergency Stops (E-Stops) as well as issuing a report on their status for all E-Stops installed at the City of Las Vegas (CLV) Water Pollution Control Facility (WPCF), 6005 East Vegas Valley Drive, Las Vegas, Nevada 89142.

SCOPE OF WORK:
WME's Scope of Work was to investigate and catalog all E-Stops currently installed at WPCF. An E-Stop is a safety mechanism used to shut off machinery in the event of an emergency situation.

Work performed on this project included:
-Cataloged WPCF E-Stops with location, condition and age.
-Identified four E-Stops for replacement.
-Identified equipment that require an E-Stop that currently does not have one installed.
-Provided a test plan to verify functionality and determine wiring configuration of all E-Stops installed at WPCF
-Provided test plan for devices without a physical E-Stop.
-Recommendations for updating the hardware design guide.
-Recommendations for reporting requirements for when an E-Stop is activated.
-Recommendations for updating P&ID and loop drawings associated with E-stops.

TITLE AND LOCATION: Yard Piping & Utility Map Las Vegas, Nevada	OWNER: City of Las Vegas 6005 East Vegas Valley Drive Las Vegas, NV 89142
POINT OF CONTACT: Marc Carlos – City of Las Vegas	**WM PROJECT INFORMATION:** Office: Las Vegas, NV Phone: (702) 479-7877

DESCRIPTION OF PROJECT:
The full Scope of Work for this project included creating standards and updating yard piping drawings at the City of Las Vegas (CLV) Water Pollution Control Facility (WPCF)

SCOPE OF WORK:
WME's Scope of Work was to create yard piping standards and update existing yard piping and utility map drawings. As part of this project WME performed the following tasks:
-Yard Piping
- -Created CLV standard layers.
- -Created CLV standard line types.
- -Created border, notes and legend.
- -Updated all yard piping and utility map drawings to new standard.

-Loop Drawings
- -Created CLV Standard Objects
- -Created library of CLV Standard Objects

TITLE AND LOCATION:	OWNER:
Pump Station ControlLogix Migration Las Vegas, Nevada	Las Vegas Valley Water District 1001 S Valley View Blvd, Las Vegas, NV 89153
POINT OF CONTACT: Sarge Benson	**WM PROJECT INFORMATION:** Office: Las Vegas, NV Phone: (702) 822-8509

DESCRIPTION OF PROJECT:

These control system migrations replace existing Bristol Babcock DPC-33xx RTUs and Allen Bradley PLC-5s with ControlLogix 1756-L71 PAC. The DPC-33xx RTU is replaced with a ControlLogix rack in the existing RTU cabinet. The existing PLC5 processor is replaced with a 1771-ASB Remote I/O adapter module and all existing PLC5 racks became remote racks of the ControlLogix field processor. The existing HMI is modified for ControlLogix tag communications over Ethernet/IP. HMI screens are added to show the ControlLogix rack with tag monitor animation that brings up the I/O status for each of the ControlLogix modules. All programmed code is in support of the Safe Water Drinking Act (SWDA) standard.

SCOPE OF WORK:

Schematics – Detailed panel drawings are created for each LVVWD site. CAD templates that were developed during the 2013 migration are used as the basis for all new site drawings where applicable. If there are no templates that cover the style of panel, knowledge from previous converted sites and additional site visits are used to create the sets.

I/O Table Spreadsheet – I/O Table Spreadsheets are created for each LVVWD site that has communication to their SCADA system. To create the I/O Tables, Signal Interface Tables created by the district are converted in format with the addition of DNP3 addresses.

ControlLogix Programming – All code currently written in the Bristol Babcock DPC-33xx is re-written in ladder logic in new 1756-L71 processor adhering to the SWDA standard. The PLC-5 Program is converted to ControlLogix using the RSLogix conversion utility. All signals currently mapped out to their SCADA system are switched out and mapped to Producer Consumer tags that were created based upon approved I/O Table.

Communications Programming – Pump Station GE Multilin Motor Management Relays and Feeder Management Power Quality monitoring equipment is monitored using a GE MultiNet Modbus/RTU to Modbus/TCP gateway to a ProSoft 1756-MCM Modbus/TCP communications module.

RSView32 HMI Application – Converted tag database syntax to adhere to ControlLogix over Ethernet/IP. The existing I/O status graphics are replaced with RSView32 Tag Monitor function. Tag Monitor is also used to show status of I/O for the new ControlLogix rack.

Bench Testing – WME executes owner witnessed bench testing 3-weeks prior to rip-n-replace commissioning.
Start-Up – WME preparation and quality assurance / quality control procedures contribute to efficient start-ups.

Project Close-Out – WME provides As-Commissioned record drawings as well as updated I/O tables and as-installed record program revisions and all associated datasheets and manuals for all software.

Required

SERVICES RENDERED NOTE

Wunderlich-Malec Engineering has in the last 5 years rendered services under the City of Las Vegas Contract number 140114-TB "Water Pollution Control Facility and Remote Sites SCADA Rewrite". Its base value was $9.75M and it was modified twice for additional services. Modification Number 1 was $1.2M and Modification Number 2 was $2.5M. Contract 140114-TB Started in 2014, services are still on going and due to expire in July 2020. Wunderlich-Malec was the prime contract holder and there were no subcontractors. Dan Dixon was the most recent contract administrator.

Required

PENDING LITIGATION NOTE

There is no current pending litigation that will affect the proposal.

Required

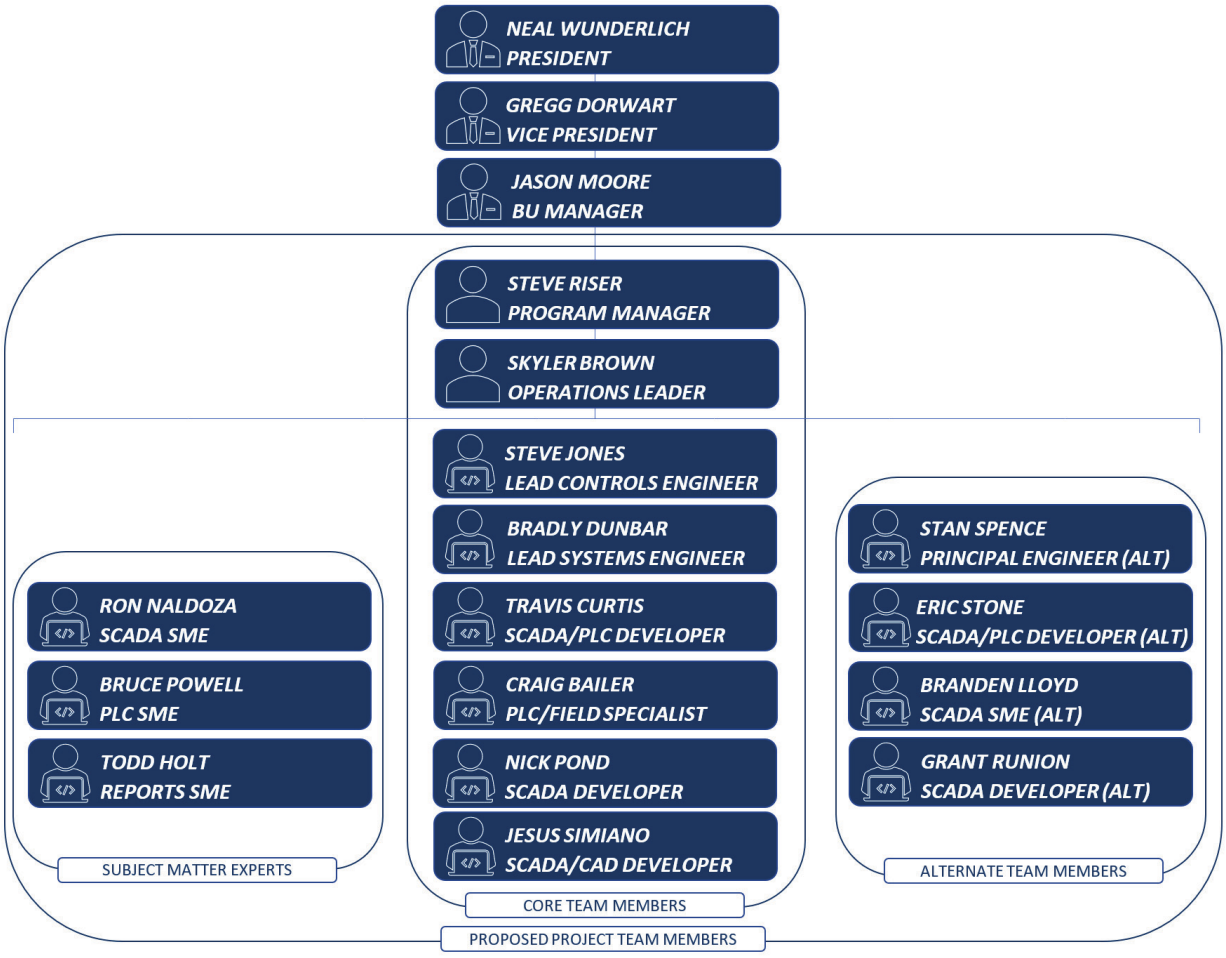
JOINT VENTURE NOTE

The Sole Offeror of this proposal is Wunderlich-Malec Engineering Inc.

Required

KEY PERSONNEL

The organizational chart shown below details the key project staff, or core team members, that will be assigned to this account. This chart also shows our Subject Matter Experts (SME) who may assist with project tasks. Also listed are Alternate Team Members (ALT) if more team members are required or the need for staffing changes occurs.



Employee Profile

STEVEN RISER - PROGRAM MANAGER

Mr. Riser has extensive experience working with a wide variety of products, technologies, software applications, process control and manufacturing systems for more than 30 years. Mr. Riser has overseen all phases of the product development cycle including agency certifications, technical personnel development with project budgets exceed 15 million dollars. He has a proven history of product design work, including specifications, process optimization and business strategies and a strong track record of initiating, planning, executing, controlling, and closing the work of multi-discipled teams.

EXPERIENCE

Large Potable Water Utility, Engineering Project Manager

Working with the organization's process control engineers, engineering manager and IT department developed the infrastructure installation and maintenance standards (servers, workstations, networking) for a system consisting of 36 SCADA servers, 12 SCADA clients, 6 engineering development workstations spread out across several miles of network infrastructure, managed project schedule and budget within constraints.

Large Wastewater Treatment Plant, Systems Engineer, Engineering Project Manger

Implemented new PLC & SCADA Standards and System Upgrades to Wonderware & Unity Pro. System administrator and primary technical support for plant wide infrastructure (Servers, Workstations, Thin Clients, PLC's), developed training programs for operations staff on new controls and general enhancements to the control system. Engineering review & support for Capital Construction Projects. Primary technical support for main site and 3 remote sites, managed integration project schedules, created project task orders and budgets related to CIP and plant projects.

Large Wastewater Treatment Plant, Design Engineer

As part of the SCADA master plan team and working with the plant stakeholders, developed user and functional specifications for replacement of the human machine interface system. The system utilized Modicon Quantum PLCs, FactoryLink SCADA, networking hardware, Oracle Historian, system reports and 3rd party applications. Processes controlled included all aspects of Wastewater Treatment, including Headworks, Dewatering, Nitrification, BNR, Digesters, Methane Control system, Boilers, Filtration, and Final Treatment for facility with capacity of 102MGD.

CREDENTIALS

Associate of Computer Aided-Drafting and Design Technology

CERTIFICATIONS

Wonderware System Platform-HMI/SCADA/Historian and Tools Certified Systems Integrator #CSI4306

Schneider Electric Network Systems - Advanced Network Technology

Ocean Data Systems Dream Reports - HMI/SCADA/Historian Tools

Employee Profile

SKYLER BROWN - OPERATIONS LEAD

Mr. Brown is in his fifth year of integration and control system engineering. As a graduate from Idaho State University in 2013, Mr. Brown was hired to begin his career in the automation field. Mr. Brown has a strong foundation in electrical circuits, smart transmitters, and motor controls; with a strong emphasis in programming PLCs and HMIs. His work at the CLV WPCF has included plant support as well as development, simulation and testing for the new SCADA rewrite project. He works on engineering review and support of capital projects, sets weekly deployment schedules and also worked with operations to set a project schedule during a 1 year deployment.

EXPERIENCE

Large Wastewater Treatment Facility, Controls Engineer

Supported a team to provide plant support for the various projects and daily tasks that need to be done for the Water Pollution Control Facility. Tasks include changing existing processes or adding new processes and deploying them in to the plant. Data extraction and processing for new or on-going projects. Developed process simulation and testing using SIMIT for the CLV DHWRC facility and WPCF blower replacement project. Creates training video's for SCADA upgrades. Unity pro programming and Wonderware development for the HMI/SCADA rewrite project. Wonderware graphical templates and InTouch screen development. Uses Jira to creates tasks and define estimates for Plant projects. Coordinates with operations for weekly plant support and capital project deployments. Writes Task Orders for system integration of Plant Projects and Capital Projects.

CREDENTIALS

Associate Instrumentation & Industrial Automation, Idaho State University

CERTIFICATIONS

Wonderware System Platform-HMI/SCADA/Historian Tools 140909-15639-04012019

Wonderware Intouch-HMI/SCADA/Historian Tools 140907-15469-04012019

Wonderware Historian-HMI/SCADA/Historian Tools 140908-16039-04012019

Schneider Unity-PLC Controls Software

Employee Profile

STEVE JONES - LEAD CONTROLS ENGINEER

Mr. Jones is experienced in programming PLCs, developing HMI applications, and configuring servers for SCADA systems. Skilled in the use and support of Rockwell Automation's suite of software including RSLogix 5000, FactoryTalk View, FactoryTalk Historian, and VantagePoint. Over 12 years of experience in the iron ore mining industry.

EXPERIENCE

Large Iron Ore Processing Facility, Senior Process Controls Engineer

Designed EthernetIP network for entire facility. Configured Domain, Application, Data, HMI, Historian, & VantagePoint Servers. Configured network switches for entire facility. Wrote all PLC code for the entire facility. Helped build HMI screens. Trained Electricians to configure VFDs and Smart Overload Relays. Commissioned facility and participated in ongoing process improvement efforts.

Large Iron Ore Pelletizing Facility, Senior Process Controls Engineer

Designed EthernetIP network for entire facility. Configured Domain, Application, Data, HMI, Historian, & VantagePoint Servers. Helped write PLC code and build HMI screens for the facility. Trained Electricians to configure VFDs and Smart Overload Relays. Commissioned facility and participated in ongoing process improvement efforts.

Large Iron Ore Processing Facility, Senior Process Controls Engineer

Designed EthernetIP network for entire facility. Configured Domain, Application, Data, HMI, & Historian Servers. Wrote all PLC code for the entire facility. Helped build HMI screens. Trained Electricians to configure VFDs and Smart Overload Relays. Commissioned facility and participated in ongoing process improvement efforts.

CREDENTIALS

BS Electrical Engineering, North Dakota State University

CERTIFICATIONS

Professional Engineer (PE), State of Minnesota

Professional Engineer (PE), State of Nevada

Schneider ControlExpert Software

Schneider Networking

Employee Profile

BRADLY DUNBAR - SENIOR SYSTEMS ENGINEER

Mr. Dunbar brings over 20 years of control systems integration experience with a focus on computer infrastructure. He uses his expertise in Microsoft Operating systems, Ethernet and Microsoft SQL, Sybase and Oracle databases to aid in development of SCADA and custom applications. He is currently working on a SCADA and PLC control system re-write project which includes development for the Las Vegas Water Reclamation Center. He is also currently supporting and expanding the server infrastructure for the city's Water Pollution Control Facility production and development environments.

EXPERIENCE

Large Wastewater Treatment Facility, Senior Systems Engineer

Currently developing new server infrastructure to support Wonderware & Unity Pro development. Implementation and configuration of virtualized Windows 2012 servers running the various Wonderware System Platform 2014 components. Integration of CEM, Dream Reports, MDT, and Workflow into the Wonderware system. Wonderware screen development and cleanup. Utilize experience in assisting with plant support for Factory Link HMI. Troubleshooting interoperability issues between Wonderware and Oracle/MS SQL.

Global Brewery Facility, Senior Controls Engineer

Analyze manufacturing systems to increase process and resource efficiency using V-Curve and Line Balancing philosophies. SCADA development and troubleshooting for Intellution's iFix. PLC troubleshooting on Allen-Bradley PLC 5 and ControlLogix 5000. Develop custom applications to ease workflow or generate production reports using MS VBA, Access and Excel interacting with PLCs, iFix, and data depositories in Sybase and Oracle databases. Install and maintain computer infrastructure. Provide 24 hour on-call support for infrastructure and control systems.

Global Packaging Company, Senior Controls Engineer

Write ladder logic for customer specified PLC to be used on custom built packaging equipment, member of design team in specifying packaging equipment needs, research and development of man-machine interfaces.

Small Rural Wastewater Treatment Facility, Senior Controls Engineer

Configure server infrastructure to support Wonderware and Win911 with voice. Implementation and configuration of virtualized Windows 2016 servers running the various Wonderware System Platform 2017 components. Integration of Win911 with dialer support.

CREDENTIALS

BS Computer Sciences, SUNY

CERTIFICATIONS

Wonderware Historian-HMI/SCADA/Historian Tools AVEVA 140867-16039-03012019

Wonderware Intouch-HMI/SCADA/Historian Tools AVEVA 140868-15639-0301201

Wonderware System Platform-HMI/SCADA/Historian Tools AVEVA 140682-15469-3112201

Employee Profile

TRAVIS CURTIS - SCADA/PLC DEVELOPER

Mr. Curtis has two years of experience in system integration and control system engineering. He has experience in HMI/SCADA, and PLC programming development for mid to large water/ wastewater treatment facilities. During his time working at the CLV WPCF, Mr. Curtis has been involved with working in a plant support role, to implement PLC programming and HMI/SCADA application improvements. He has also been involved in the standards development and testing, and PLC/HMI programming, for the new SCADA rewrite project for a water pollution control facility, along with remote facilities.

EXPERIENCE

Large Wastewater Treatment Facility, Controls Engineer

Modicon PLC programming development, startup support and plant support for PLC and SCADA system. Fiber inspection and testing for WPCF fiber network. Factory Link HMI/SCADA screen development and modifications for new construction projects at the City of Las Vegas Water Pollution Control Facility. Developed and tested simulation software for various projects at the CLV WPCF. Loop testing I/O points for new construction projects and plant improvement projects, for Operational Readiness Test (ORT) and Combined Operational Readiness Tests (CORT). Standards development for new Wonderware HMI/SCADA rewrite project. PLC programming development and testing with Unity Pro software. Wonderware graphical templates and screen development. InTouch screen development. Wonderware object template, object scripting, graphical runtime scripting, InTouch scripting, and historian query development.

Large Wastewater Treatment Facility, Controls Engineer

On site Plant Support assistance with PLC program and/or SCADA updates. Answer problem reports based on City needs. Assist the plant support lead with operation needs.

CREDENTIALS

Associate Instrumentation & Industrial Automation, Idaho State University

CERTIFICATIONS

Wonderware Historian-HMI/SCADA/Historian Tools AVEVA 140704-16039-02012019

Wonderware System Platform-HMI/SCADA/Historian Tools AVEVA 140703-15469-02012019

Wonderware Intouch-HMI/SCADA/Historian Tools AVEVA 140705-15639-02012019

Employee Profile

CRAIG BAILER - PLC/FIELD SPECIALIST

Craig is a recent graduate of an Electrical Controls & Instrumentation program with a strong foundation in PLC automation and process control. His experience as a WME systems integrator has included PLC programming, SCADA design, control cabinet wiring, process simulation, field deployment/startup, and plant support operations.

EXPERIENCE

Large Wastewater Treatment Facility, Controls Engineer

PLC and SCADA screen development for a full control system rewrite of a large municipal wastewater treatment facility. Development of new or altered control strategies for existing processes. Process simulation and testing of control logic and screens. Field deployment and startup of new control system.

Rural Potable Water Pumping Station, Controls Engineer

Urgent replacement of a malfunctioning remote terminal unit at a rural water distribution pumping station. Unit was end-of-life and software was not available to view the programming. Extracted and analyzed data from the Wonderware SCADA application to reverse-engineer control functionality and communications, coordinating with the customer to make improvements where possible. Programmed and installed a Schneider M340 PLC to replace the RTU. Re-wired the PLC panel and motor control cabinet on site. Verified and recorded undocumented I/O found at the panel. Integrated PLC into existing control system and network. Commissioned the new controller with full functionality restored to the pump station.

Large Wastewater Treatment Facility, Controls Engineer

Worked with a team to provide plant support for the various projects and daily tasks related to controls systems on a wastewater treatment facility. Tasks include troubleshooting plant issues, modifying existing processes or developing new processes using Unity Pro programming software and Modicon 652 and M340 PLCs. Screen development using Wonderware System Platform for the HMI/SCADA system. Deployment of the process changes and startup of new projects.

CREDENTIALS

Associate Instrumentation & Industrial Automation, Idaho State University

CERTIFICATIONS

Wonderware System Platform-HMI/SCADA/Historian Tools AVEVA 140708-15469-02012019

Wonderware Historian-HMI/SCADA/Historian Tools AVEVA 140707-16039-02012019

Wonderware Intouch-HMI/SCADA/Historian Tools AVEVA 140710-15639-02012019

Employee Profile

NICK POND - SCADA DEVELOPER

Nicholas is a recent graduate of the University of Louisville Computer Engineering program. Nicholas has one year of experience in control systems programming and integration. His experience as a WME system integrator includes PLC programming and HMI development for CLV WPCF.

EXPERIENCE

Large Wastewater Treatment Facility, Controls Engineer

Working with a team of engineers to provide daily support modifying or creating PLC processes. Development and testing for PLCs is done with Unity Pro software. Wonderware System Platform used to for HMI/SCADA screen development. Wonderware used for graphics, templates, and scripting development. InTouch used for HMI/SCADA application scripting. Review weekly PLC and HMI developments before deploying them to the production system at WPCF. Conduct the weekly deployment of new developments to operations.

CREDENTIALS

Master of Engineering in Computer Engineering and Computer Science, University of Louisville, 2019

Bachelor of Science in Computer Engineering and Computer Science, University of Louisville, 2018

CERTIFICATIONS

EcoStruxure Plant Certified - Control System Schneider Electric

EcoStruxure Plant Certified - Networking Schneider Electric

Employee Profile

JESUS SIMIANO - SCADA/CAD DEVELOPER

Mr. Simiano has twelve years of experience working on a variety of project types such as water / wastewater networks, facilities and water infrastructure projects. He has worked on AutoDesk release from 2004 through ACAD 2013, including Civil3D and Electrical 13. Mr. Simiano has also spent a couple years in the electrical and transportation engineering industry.

EXPERIENCE

Large Wastewater Treatment Facility, CAD/Draftsman

Designed drawings for replacing existing Allen-Bradley PLC-5 processor and discontinued Bristol-Babcock DPC-3330 RTU with a Rockwell Automation ControlLogix system. Converting PLC-5 program to ControlLogix and added new programming to incorporate existing I/O formerly wired to Bristol-Babcock RTU. PLC-5 processor was replaced with a remote I/O module, and the ControlLogix program was modified to control three existing racks of 1771 series I/O over a DH+ RIO link.

Large Wastewater Treatment Facility, CAD/Draftsman

Design & Preparation of plans for the project. This project had several components that require different disciplines to accomplish the design; the project designed an upgraded Central Plant communication network using Single mode Fiber circuits in existing and new infrastructure, the design of a Building Paging system for the tunnels in the plant, upgrades to the fire alarm system throughout the plant and the design of cellular repeaters in the major buildings and underground locations in the facility.

Small Roadway Planning/Construction, CAD/Draftsman

Responsible for the CADD design of roadway improvements to Valley View Boulevard from Charleston Boulevard to US-95, including striping, signaling, widening, landscaping, drainage, signage, and fiber optic improvements.

Large Potable Water Utility, Design Engineer

Providing survey, design, bid and construction services for two and one-fourth miles of 30-inch waterline in North Las Vegas. The waterline will connect proposed development in the city's 2330 pressure zone to their 42-inch supply along Lamb Boulevard. The design includes ten reinforced, cast-in-place concrete valve vaults, multiple stub outs for future connection and coordination with BLM to obtain temporary and permanent easements.

CREDENTIALS

Associate of Computer Aided-Drafting and Design Technology, ITT Technical Institute

CERTIFICATIONS

Wonderware System Platform-HMI/SCADA/Historian Tools

Wonderware Intouch-HMI/SCADA/Historian Tools

Wonderware Historian-HMI/SCADA/Historian Tools

Employee Profile

RON NALDOZA- SCADA SUBJECT MATTER EXPERT

Mr. Naldoza has 20 years' experience in control systems integration. He has extensive experience in PLC and SCADA development and simulation, including HMI standardization and software upgrades for a wastewater plant and satellite facilities. He also has database expertise in Oracle SQL scripting and Microsoft Access/visual basic programming. Ron applied his knowledge & skills in I&C design for the Reduced Loading Operation Optimization Project and a control gate project. He continues to work hard and provide quality plant support including system commissioning, system troubleshooting, process improvements & enhancements. He is currently working with the City of Las Vegas SCADA and PLC control system re-write project which includes development of new standards and implementation for the Durango Hills Water Reclamation Center and Water Pollution Control Facility.

EXPERIENCE

Large Wastewater Treatment Facility, Senior Controls Engineer

Developed a new PLC & SCADA Standards and System Upgrades to Wonderware & Unity Pro. Technical support for Factory Link HMI and Concept PLC plant support for main site and 3 remote sites. Oracle database SQL programming for data reporting and exporting. PLC/HMI/Equipment/CAD database utilities development (MS Access/Visual Basic), automating HMI configuration based on import/export of PLC tags, export new contract equipment tag data to City's legacy asset database, extraction and auto-correction of equipment tags within AutoCad P&ID drawings. Implemented and trained operations staff on new plant controls and enhancements to the control system. New contracts network/fiber/switch troubleshooting and initial configurations. Engineering review & support for City Capital Projects.

Large Potable Water Utility, Senior Controls Engineer

Assisting with Wonderware SCADA Standards system rewrite, provided engineering expertise for RSView32 Operator Machine Interface (OMI) development and deployment for pump stations.

Small Rural Wastewater Treatment Facility, Senior Controls Engineer

Providing engineer technical resource to the team creating the SCADA Master Plan for 3 lift stations, 1 PRV station and 1 Wastewater Facility. Also assisting with Wonderware Intouch Support as needed. Completed 1st installation of Wonderware SCADA software to Boulder City's 3 lift stations and 1 wastewater treatment plant. Assisted in initial setup of working Wonderware galaxy starting point. Assisted in Wonderware Template enhancements to customize to Client Requirements. Assisted in Wonderware Intouch OMI customized visualization display.

CREDENTIALS

Professional Engineer (PE), Nevada

BS Electrical Engineering, Colorado School of Mines

CERTIFICATIONS

Wonderware System Platform-HMI/SCADA/Historian Tools AVEVA 140683-15640-31122018

Schneider Unity-PLC Controls Software Schneider-Electric

Employee Profile

BRUCE POWELL- PLC SUBJECT MATTER EXPERT

Mr. Powell's efforts focus on mid to large wastewater facilities and related process controls. He has strong programming skills with experience in Ladder Logic, Function Block Diagrams, and Structured Text applications. His current duties include system integration, development, and QA/QC. Bruce is certified in multiple application tools from Schneider on their Wonderware and Unity platforms.

EXPERIENCE

Large Wastewater Treatment Facility, Controls Engineer

Assisted in a full system upgrade from Concept/FactoryLink to Unity/Wonderware. Wrote PLC programs in Schneider's Unity Pro 7 to control a variety of devices and processes. Performed QA/QC testing before programs were released. Performed impact analysis for changes to code or programming. Designed SCADA applications using Wonderware IDE and InTouch for System Platform. Created simulation programs for commissioning and program testing using Siemens SIMIT.

Large Wastewater Treatment Facility, Controls Engineer

PLC standards development, PLC coding, equipment simulation software, and logic testing according to existing control strategies. Also involved in SCADA object development, PLC communications, and screen development. Reviewing and revising existing control strategies for accuracy and better control when available. Technology used was Modicon Quantum processors in 140CPU65260 and Modicon M340 models, with Schneider OFS as OPC and Wonderware as SCADA.

Small Rural Wastewater Treatment Facility, Controls Engineer

As PLC development lead, led update from Modicon 984 and Wonderware Intouch to Modicon M340 and Wonderware 2017 System Platform using WME's Wonderware library. System is a group of unmanned remote pumping stations and a wastewater facility, as well as a remote potable water monitoring site. Communication is Ethernet over MDS iNet 900 radios at 256 kbps, System includes data pulled from another water authority (LVVWD/SNWA) via a remote FTP server and put into HMI application and accessible via Historian.

CREDENTIALS

Associate Instrumentation & Industrial Automation, Idaho State University

CERTIFICATIONS

Schneider Unity-PLC Controls Software Schneider Electric

Wonderware System Platform-HMI/SCADA/Historian Tools AVEVA 140808-15639-02012019

Wonderware Historian-HMI/SCADA/Historian Tools AVEVA 140807-16039-02012019

Wonderware Intouch-HMI/SCADA/Historian Tools AVEVA 140808-15639-02012019

Employee Profile

TODD HOLT - REPORTING SUBJECT MATTER EXPERT

Mr. Holt has come to industrial and process control not by way of plant floor engineering, but instead from the high technology roots of software development and technology infrastructure. Along the way, he has demonstrated the proven ability to make plant automation and control systems go beyond HMI screens to the network infrastructure, servers, virtualization, thin client, reporting and many other technologies that underlie the ubiquitous operator screen. At the same time, his experience in safety and security leads to an infrastructure that is designed and installed to operate safely, securely and reliably in the harsh environments of today's industrial sites.

EXPERIENCE

Large Wastewater Treatment Facility, Senior Controls Engineer

Conducted workshops to identify business objectives and created requirements for WPCF reporting. Developed new and updated reports for plant operations and management, sourcing data from Wonderware Historian. Created advanced data retrievals in T-SQL for complex report queries (e.g. "rolling daily average of hourly high values"). Tabular formats are used to show periodic totals, start/end values and statistical aggregations as well as graphical formats to present data as a pictorial view of plant operations.

Large Rare Earth Minerals Operation, Senior Controls Engineer

Developed new reports for permitting authority, sourcing data from Wonderware Historian. Tabular format is used to show raw data and statistical aggregations. Extensive use of SQL stored procedures to pre-process Historian data into rolling averages, block averages and data substitutions. Using Web Portal for end user to view substitutions and enter sensor/process offline time frames to exclude from reporting.

Large Solar Power Generation Facility, Senior Controls Engineer

Designed and constructed a specialized user interface for the utility scale solar industry using Wonderware System Platform. Constructed and maintained Wonderware SCADA and Ovation DCS control systems for four solar power generation plants including server hardware, application software, PLC components and Ethernet networking.

CREDENTIALS

BA Computer Sciences, University of Colorado

BS Electrical Engineering, University of Colorado

CERTIFICATIONS

Wonderware System Platform-HMI/SCADA/Historian Tools Wonderware 139172-15469-19122018

Wonderware Historian-HMI/SCADA/Historian Tools Wonderware 140903-16039-04012019

Wonderware Intouch-HMI/SCADA/Historian Tools Wonderware 140904-15639-04012019

Ocean Data Systems Dream Reports - HMI/SCADA/Historian Tools

Employee Profile

STAN SPENCE - PRINCIPAL ENGINEER ALTERNATE

Mr. Spence has extensive experience in every aspect of system integration and control system engineering. He has been working with a wide variety of SCADA software applications and PLCs for more than 20 years. He has a strong history of automation controls' design work, including specifications, process & controls optimization, strategies and oversight of all phases of process instrumentation and control system applications. His current duties include systems engineering & integration, develop performance specifications and engineering design & review for various industrial clients.

EXPERIENCE

Metropolitan International Airport, Controls Engineer

Responsibilities: Principal controls designer for a new control system architecture for the deicing treatment facility, provide oversight of the installation and provided startup support. Considering deicing treatment season, the design solution was split into two packages to consider installation to be completed during 2 offseason due to the size and complexity the installation.

Large Wastewater Treatment Facility, Senior Controls Engineer

Work with the Utility to develop a working SCADA Master Plan for their entire ecostructure. This includes evaluating the HMI, PLC, networking, LIMS and business infrastructure to develop a working Master Plan to implement and maintain for the next 10+ years.

Large Wastewater Treatment Facility, Senior Controls Engineer

Designed and managed a Facility upgrade and expansion of the 4 site-wide PLC & SCADA upgrade. Systems utilized Modicon PLCs, SCADA system, fiber switches, Historian, system reports and 3rd party applications. Processes controlled all aspects of Wastewater Treatment, including Headworks, Dewatering, Nitrification, BNR, Digesters, Methane Control system, Boilers, Filtration, and Final Treatment for facility with capacity of 102MGD.

Large Semiconductor Fab, Senior Controls Engineer

Controls System design and deployment for the FMS for new FAB. Systems integration from PLC's to SCADA for building support systems including; heating water, cooling water, OFA, humidity, temperature, pressure, Air Handling & UPW systems. System Utilized Rockwell PLCs and Cimplicity SCADA control system.

CREDENTIALS

BS Electrical and Computer Engineering, University of Tennessee

CERTIFICATIONS

Professional Engineer (PE), State of Tennessee

Professional Engineer (PE), State of Nevada

Professional Engineer (PE), State of Texas

Certified Automation Professional (CAP), International Society of Automation (ISA)

Employee Profile

ERIC STONE - SCADA/PLC DEVELOPER ALTERNATE

Mr. Stone is closing in on 5 years of experience as a system integrator. His current duties and responsibilities include plant support, troubleshooting process, HMI design, PLC programming, simulation, deployment and the startup of new or existing processes for a mid to large Water / Wastewater Treatment facility. For the last two years he has joined in on the rewrite project; developing code for processes, simulating, testing, deployment, startups.

EXPERIENCE

Large Wastewater Treatment Facility, Controls Engineer

Customer expanded their preexisting final treatment building and performed a rehabilitation on the chemical system. The rehabilitation involved replacement of all chemical pumps and flow meters and the relocation of dosing areas. The add on to the building was a new sodium bisulfite system while the old sodium bisulfite system was repurposed for hypochlorite, giving the customer two hypochlorite dosing systems and one sodium bisulfite dosing system. The three stations were programmed using Concept with a Modicon 534 PLC.

Large Wastewater Treatment Facility, Controls Engineer

Worked with a team to provide plant support for the various projects and daily tasks that are need to be done for the Water Pollution Control Facility. Tasks include troubleshooting plant issues, modifying existing processes or developing new processes using Concept and Unity Pro programming software, using Modicon 534 and M340 PLCs. Screen development using Factory Link for the HMI/SCADA system. Deployment of the process changes for new projects. Processes controlled include all aspects of Wastewater Treatment, including Headworks, Dewatering, Nitrification, BNR, Digesters, Methane Control System, Boilers, Blowers, Filtration, and Final Treatment for a facility with capacity of 102MGD.

Large Manufacturing Facility, Controls Engineer

Customer added a new metal enclosed pad mounted 4 way interrupter switchgear to the existing 12.47kV loop power feed to power the new HVAC building. Programmed an M340 in Unity Pro to control the switchgear and collect data from a local power quality monitor.

Small Rural Wastewater Treatment Facility, Design Engineer

Boulder City Nevada requested rewrite of the SCADA system. Boulder City PLCs, SCADA Software and WIn911 software was ageing and not supported. Boulder City Upgraded to Modicon M340s with Control Expert 14, and Wonderware System Platform. I worked with a team to develop, test, and deploy.

CREDENTIALS

Associate Instrumentation & Industrial Automation, Idaho State University

CERTIFICATIONS

Wonderware Historian-HMI/SCADA/Historian Tools AVEVA 140953-16039-04012019

Wonderware System Platform-HMI/SCADA/Historian Tools AVEVA 140845-15639-03012019

Wonderware Intouch-HMI/SCADA/Historian Tools AVEVA 140843-15469-03012019

Employee Profile

BRANDEN LLOYD - SCADA SUBJECT MATTER EXPERT ALTERNATE

Mr. Lloyd has over six years of experience in system integration and control system engineering. He has experience in HMI/SCADA, and PLC programming development for the City of Las Vegas on their mid to large water/ wastewater treatment facilities (20,000+ PLC I/O). During his time working at the CLV WPCF, Mr. Lloyd has been involved with working in a plant support role, to implement PLC programming and HMI/SCADA application improvements. He has also been involved in the standards development and testing, the PLC/HMI programming, as well as deploying objects to the live production servers, for the new SCADA rewrite project and capital projects for the City of Las Vegas Water Pollution Control Facility, and remote facilities.

EXPERIENCE

Large Wastewater Treatment Facility, Controls Engineer

PLC programming development, startup support and plant support for PLC and SCADA system. Flashing OS and co-processor firmware on Modicon Quantum and M340 PLCs. Fiber inspection and testing for WPCF fiber network. Factory Link HMI/SCADA screen development and modifications for new construction projects at the City of Las Vegas Water Pollution Control Facility (WPCF). Developed and tested simulation software for various projects at the CLV WPCF. Loop testing I/O points for new capital projects and plant improvement projects, for Operational Readiness Test (ORT) and Combined Operational Readiness Tests (CORT). Standards development for new Wonderware HMI/SCADA rewrite project. PLC programming development, testing, and startup with Unity Pro software. Wonderware graphical templates and screen development. InTouch screen development. Wonderware object template, object scripting, graphical runtime scripting, InTouch scripting, and SQL query development. PLC DFB library revision management. Wonderware object template revision management. Final peer review (QA/QC) of HMI screens, and Wonderware instances before migrating them from development to production servers, and deployment of new application and object instances to production servers. Served as Wonderware lead to mentor and train team of 10 system integrators.

Small Wastewater Treatment Facility, Controls Engineer

PLC standards development, HMI screen development, PLC coding utilizing structured text to create Derived Function Blocks within Unity Pro software, control strategy review, alarm criticality review. Created test procedures for the testing of all SCADA/HMI objects and screens. Onsite cutover from Factory Link HMI, and Concept PLC software to deployment of Wonderware System Platform 2014 R2 and InTouch HMI, and Unity Pro PLC software, for new SCADA application.

CREDENTIALS

Associate Instrumentation & Industrial Automation, Idaho State University

CERTIFICATIONS

Wonderware Historian-HMI/SCADA/Historian Tools AVEVA 140943-16039-04012019

Wonderware System Platform-HMI/SCADA/Historian Tools AVEVA 140951-15639-04012019

Wonderware Intouch-HMI/SCADA/Historian Tools AVEVA 140695-15469-01012019

Employee Profile

GRANT RUNION - SCADA DEVELOPER ALTERNATE

Mr. Runion has a year of experience in the automation and controls industry along with prior experience in machining parts to design specifications, producing AutoCAD drawings of existing equipment, and reviewing construction submittal packages. Grant is currently assisting in the creation of HMI display screens and migration of an existing SCADA system from Telvent to Wonderware while preserving all previous functionality. Grant has previously been involved in projects by modifying HMI screens to meet operator requirements, verifying I/O installation through testing prior to start-up, creating drawings for use in fiber optic cable installation, revising drawings to reflect existing PLC panel layouts and wiring, monitoring the execution of projects, and tuning natural gas engine throttle PI controllers.

EXPERIENCE

Large Potable Water Utility, Controls Engineer

Working with utilities control engineers to replace existing Telvent SCADA system with Wonderware while preserving all current functionality of the potable water distribution system. Create object templates in Wonderware to represent existing field equipment, group I/O within objects in relation to use, design HMI screens for displaying data to operators, test to verify functionality of templates, and produce literature detailing template functionality.

Large Potable Water Utility, Engineering Intern

Working with utilities control engineers to produce AutoCAD panel layout and wiring diagram drawings of seven PLC panels following installation and assist in I/O testing during start-up. The project involved redlining the design drawings of the PLC panels following installation, modifying PanelView HMI display and layout to meet operator requests, testing I/O prior to start-up using RSLogix with the assistance of LVVWD employees, and tuning the throttle PI controller associated with each of seven natural gas engines.

Large Potable Water Utility, Engineering Intern

Produce drawings for contractor use in fiber optic cable installation for site-to-site communication, verify existing conduit route through physical inspection of facilities, and monitor progress of contractors installing fiber optic cable.

CREDENTIALS

B.S.E. in Mechanical Engineering, University of Nevada, Las Vegas 2019

CERTIFICATIONS

Wonderware System Platform- Platform and Tools

Engineer Intern State of Nevada

KEY PERSONNEL CERTIFICATIONS

Team Member	Unity/Control Expert	Unity Networking	Wonderware SCADA	PlantStruxure Certified
Steven Riser		X	X	
Skyler Brown	X	X	X	X
Bradly Dunbar	X	X	X	X
Steve Jones	X	X		
Ron Naldoza	X	X	X	X
Bruce Powell	X	X	X	X
Todd Holt			X	
Nick Pond	X	X		
Travis Curtis	X	X	X	X
Jesus Simano			X	
Craig Bailer	X	X	X	X
Grant Runion				
Stan Spence				
Branden Lloyd	X	X	X	X
Eric Stone	X	X	X	X

Required

WORKLOAD ACCOMPLISHMENT

The following table describes the current and proposed availability of the proposed team members.

Team Member	Role	Availability	Years of CLV Experience
Jason Moore	Business Unit Manager	20%	21
Steve Riser	Program Manager	100%	9
Skyler Brown	Operations Leader	100%	5
Bradly Dunbar	Lead Systems Engineer	100%	5
Steve Jones	Lead Controls Engineer	100%	1
Ron Naldoza	Wonderware - Subject Matter Expert	50%	20
Bruce Powell	Unity - Subject Matter Expert	50%	6
Todd Holt	Dream Reports - Subject Matter Expert	50%	1
Nick Pond	Wonderware Developer	100%	1
Travis Curtis	Unity / Wonderware Developer	100%	2
Jesus Simano	Wonderware / CAD Developer	100%	8
Craig Bailer	Unity Developer / Field Specialist	100%	2
Grant Runion	Wonderware Developer	Alternate	0
Stan Spence	Principle Engineer	Alternate (remote)	12
Branden Lloyd	Wonderware - Subject Matter Expert	Alternate (remote)	6
Eric Stone	Unity / Wonderware Developer	Alternate (remote)	5
		100+ years of CLV experience in total	

Required

COMMITMENT STATEMENT

This statement confirms that WME commits to retaining the key employees as proposed in this proposal. There may be circumstances which would remove proposed personnel from the effort such as transfer, termination or resignation. WME understands the protocol to remove key personnel includes written notification to the Owner.

Required

SUBCONTRACTOR STATEMENT

WME does not anticipate using subcontractors to fulfill the requirements of the scope of work. It is to be noted that the Henderson, NV office does have a Contractor's License and can subcontract if ever required.

Required

OVERSITE MANAGERS REPRIMAND STATEMENT

No employees of the proposed WME team, key or otherwise, have ever been disciplined, suspended, cited, disbarred, censured, or subject to an investigation by any court or regulatory body.

Required

REFERENCES

WME has made the following reference available for contact.

Reference	Client	Contact Information
Mike Noe	Boulder City Water & Wastewater Division	Phone - 702-293-9284 Email - mnoe@bcnv.org
Sarge Benson	Las Vegas Valley Water District	Phone - 702-822-8509 Email - sarge.benson@lvvwd.com
Lindsey Rafter, P.E	MWH Global for Intel Water	Phone - (971) 285-4119 Email- lindsey.rafter@mwhconstructors.com
Maurice Atendido, P.E.	Dublin San Ramon Water District	Phone - (925) 875-2356 Email - atendido@dsrsd.com
James Bohan	Santa Clara Valley Water	Phone - (408) 630-2575 Email - jbohan@valleywater.org
Nick Gornick	City of Joliet, IL	Phone - (815) 724-3625 Email - ngornick@joliet.gov
Mary Gonzales	City of Lubbock, TX	Phone - (806) 775-3229 Email - mhgonzales@mail.ci.lubbock.tx.us
Rick Kilborn	City of Chandler, AZ	Phone – (480) 782-3561 Email - rick.kilborn@chandleraz.gov

Required

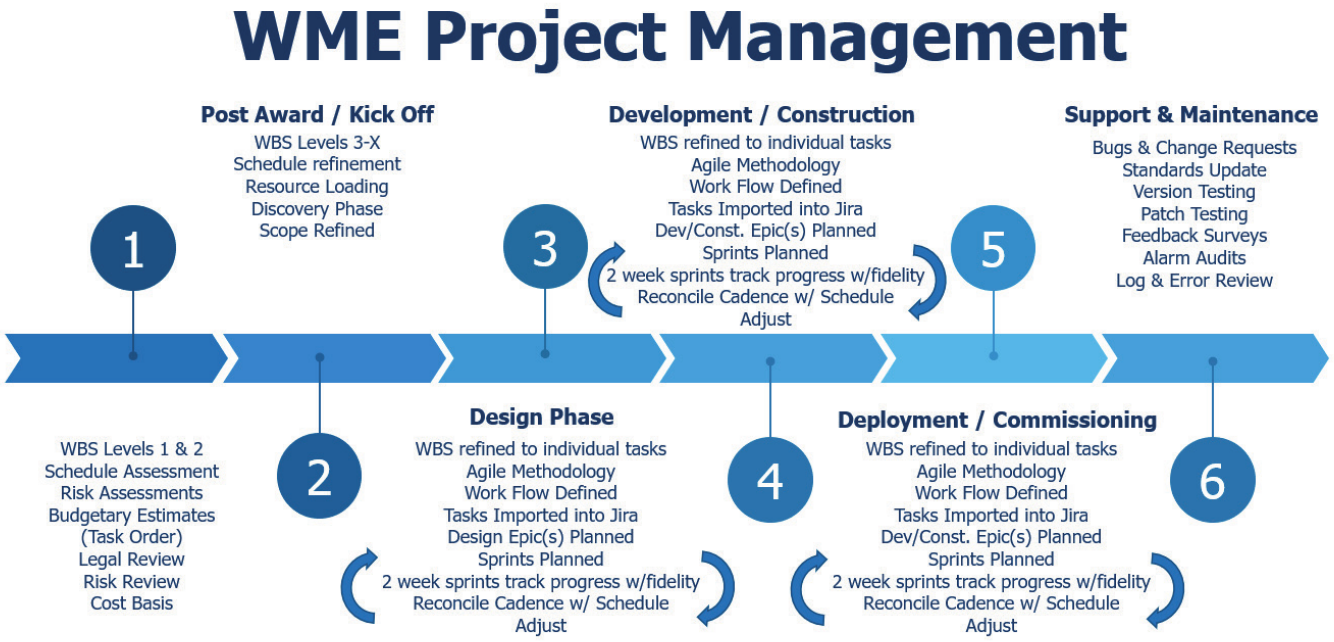
SECTION 3 – WORK PLAN

PROGRAM & APPROACH

WME understands that a detailed management program & associated work approach is important to facilitate strong project management. WME's demonstrable system of project management ensures your project or program will be well managed. The core of WMEs program for successful project management of Plant Support, Capital Project Design/Bid support and Capital Project Construction is the WME Team and our Project Management Information System (PMIS). By utilizing these core functions of our program WME is able to manage projects within the time and budget allotted.

THE PMIS SYSTEM

In 2014 WME switched to a PMIS software suite from Atlassian software named Confluence & Jira. This software allows us to track and monitor projects in real time (Jira) while having an easy to reference documentation portal (Confluence) to hold all project documentation.



Keys to Success

Our methodology takes some of the keys to success, like communication and timely handoff of work, away from the individuals and embeds it into the system we use. Ensuring every task has "the system" watching over it.

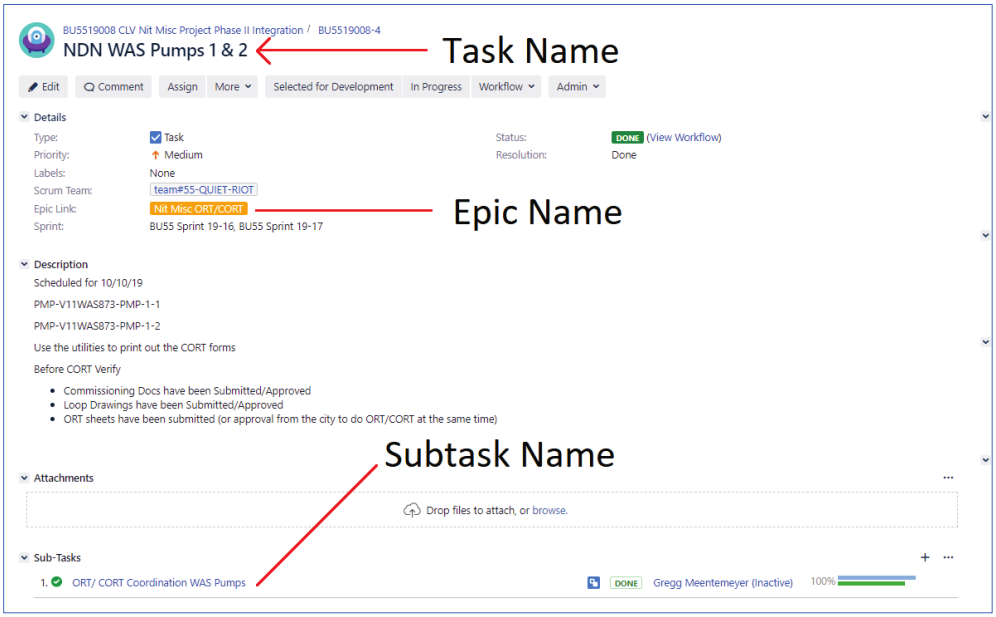
Confluence Jira

JIRA

Jira is a time tracking and project forecast reporting software which allows the use of custom tasks and workflows to estimate, track, forecast and report on task or project status. Each project in Jira receives its own space which will be uniquely named for the client and type of project. Once the project is setup the Project Manager can create workflows and tasks to accomplish project work efforts. The PM also can put an estimate on the task which the developer must adhere to for budget constraints.

Tasks

When a project is presented to WME the first task we do is create a detailed work breakdown structure (WBS) where we distill large efforts down into manageable bits of work. Once tasks have been distilled down to the 2 day or less mark, we then enter the tasks into our Jira system with time estimates, task descriptions and any links to the Confluence space which would help with the task. There are many ways to organize and group tasks. Tasks can be grouped into epics and can also have subtasks of their own.

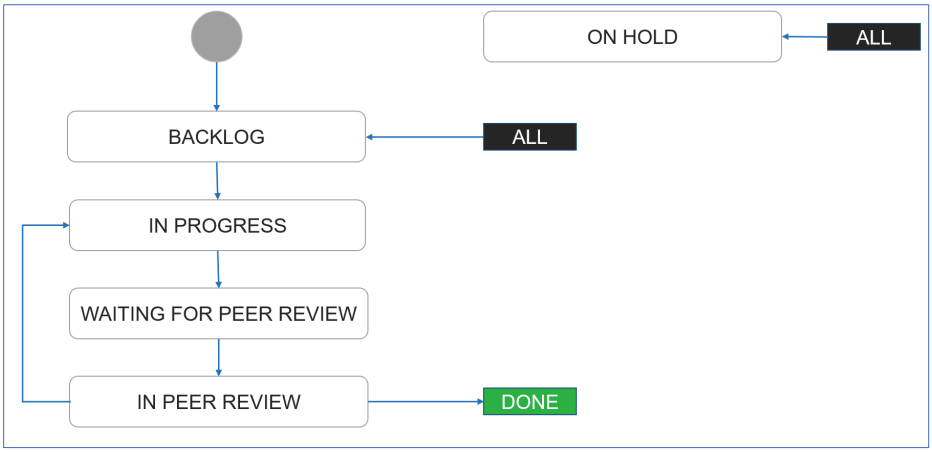


The screen to the left shows a Jira ticket in our PMIS. Jira task tickets include configurable data points to monitor and control the task. Task descriptions are detailed for WME personnel to easily understand and facilitate efficient work efforts.

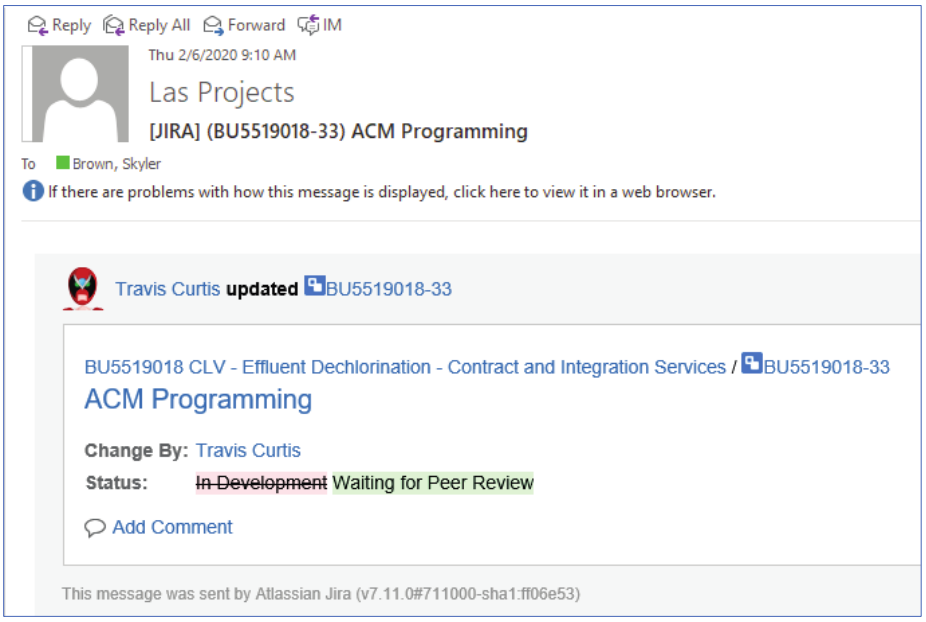
Tasks have a workflow which is determined by the Project Manager. Jira includes both Kanban and Scrum types of project management. A typical workflow involving peer review is shown below. The developer must take this task through each step to be considered done.

Agile Methodology

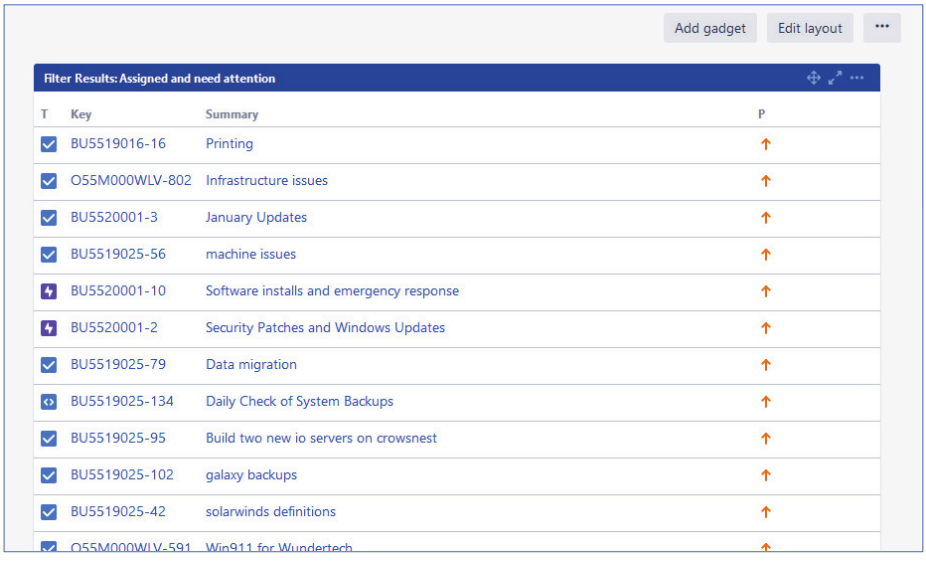
Agile software development comprises various approaches to software development under which requirements and solutions evolve through the collaborative effort of self-organizing and cross-functional teams and their customer.



The workflow shown to the left allows for peer review. Another WME Staff Engineer must review the work and transition the task into the done state once the task is completed with satisfactory results.



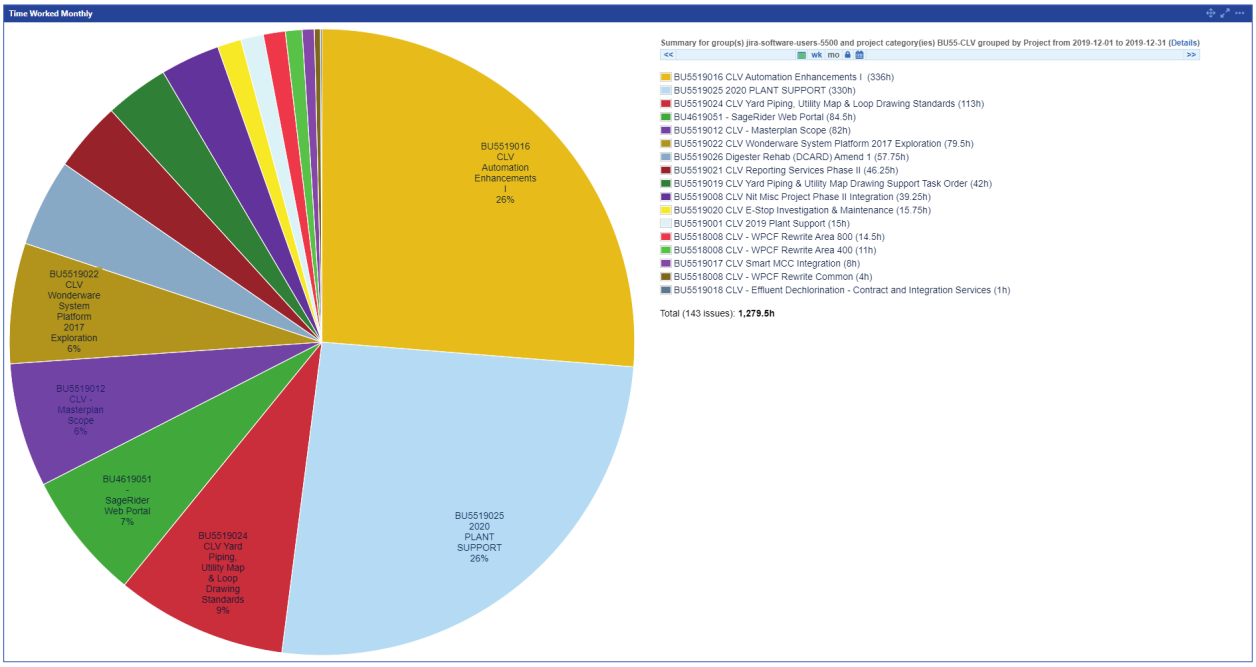
Part of the workflow is automatic notification based on states of Jira tickets. The example to the left shows an automatic notification via email when this ticket was put into Waiting For Peer Review.



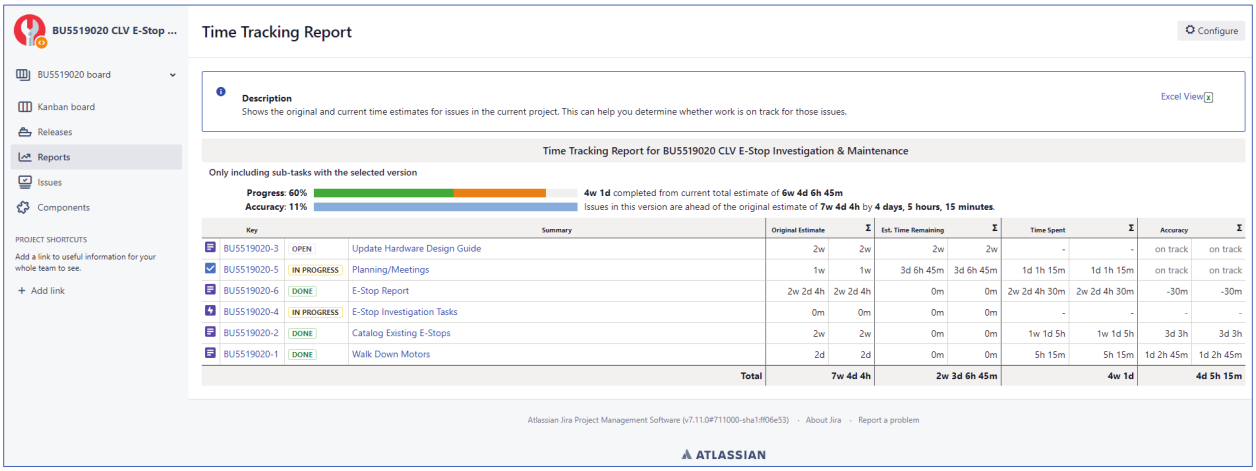
Individual team members have dashboards that present the work assigned to them sorted by priority. This ensures that the Tasks are worked on in a timely manner and communication of task transfer is taken care of by the system.

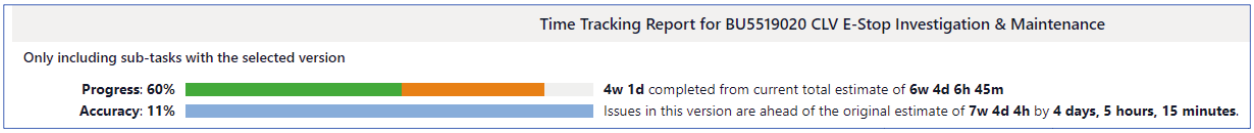
Reporting

Jira includes many reporting features to allow for strict monitoring and controlling of tasks in the project. One of the widely used report for program tracking is the Time Worked Monthly report. This pie chart graph allows a high-level overview on what project the WME team has been logging time towards.



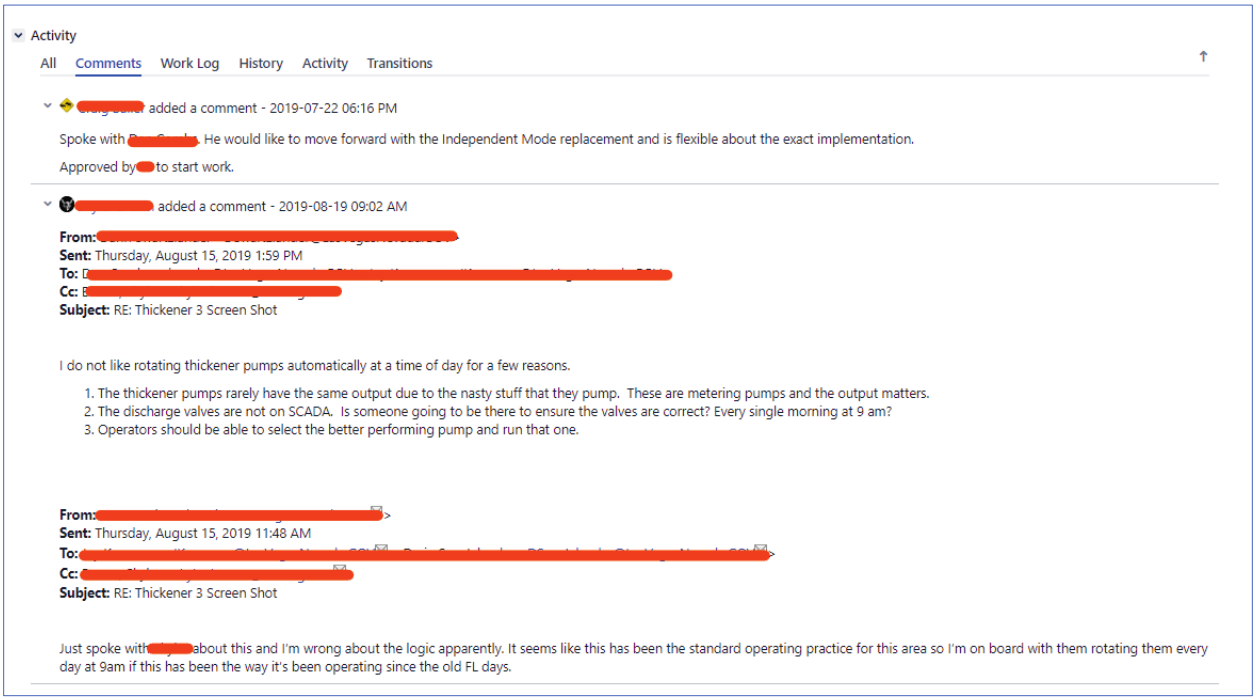
Other reports which allow us to monitor and control projects is the Time Tracking Report. This table shows time spend for this project.



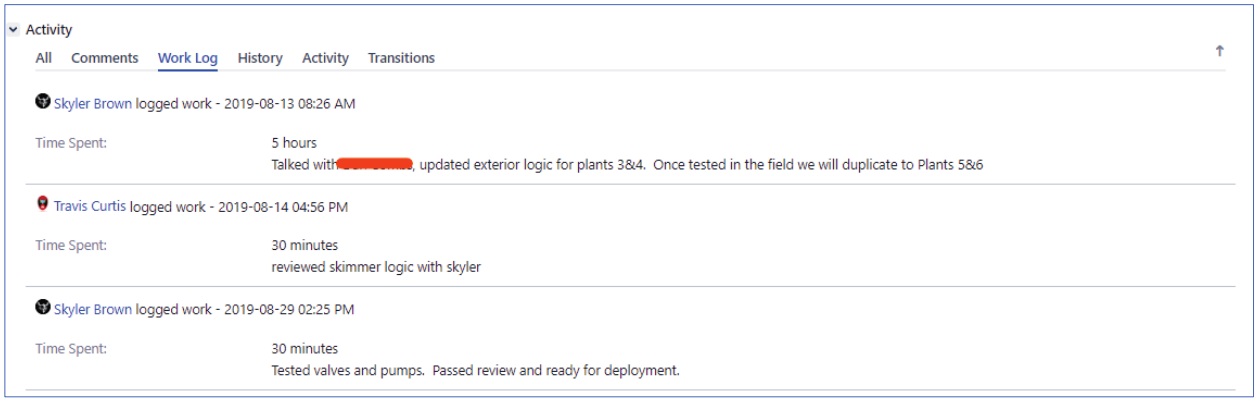


Project Communications & Work Logs

The Jira system also allows for project communication. Users can tag other users to ask a question, clarify an issue, or provide general knowledge about how the task was accomplished. WME also uploads all project communications to Jira tickets for posterity.



Work logs allow WME to track the project tasks to ensure the project will meet all deadlines and budget. Deviations are detected early and steps taken to mitigate project delays or other negative impacts.

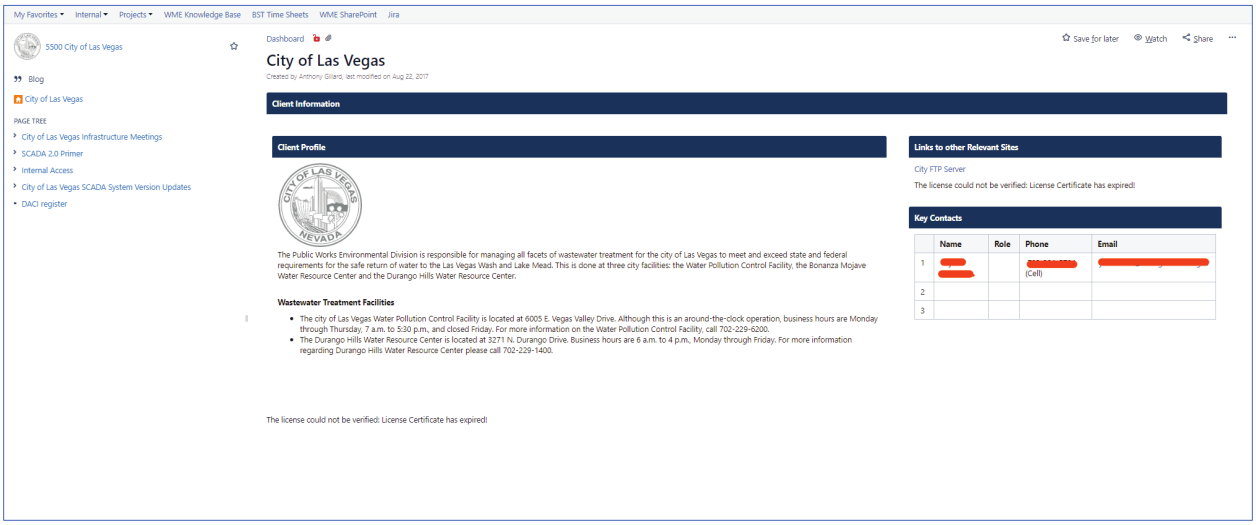


SCRUM

Scrum is an agile process framework for managing complex knowledge work, with an initial emphasis on software development, although it has been used in other fields and is slowly starting to be explored for other complex work, research and advanced technologies.

CONFLUENCE

Confluence is a document storage portal used for storing project documentation. Users can also create content by using the rich text editor and macros. WME can setup external accounts where document collaboration can be had over a web interface. All documentation stays with the project and can be delivered to the client if requested.



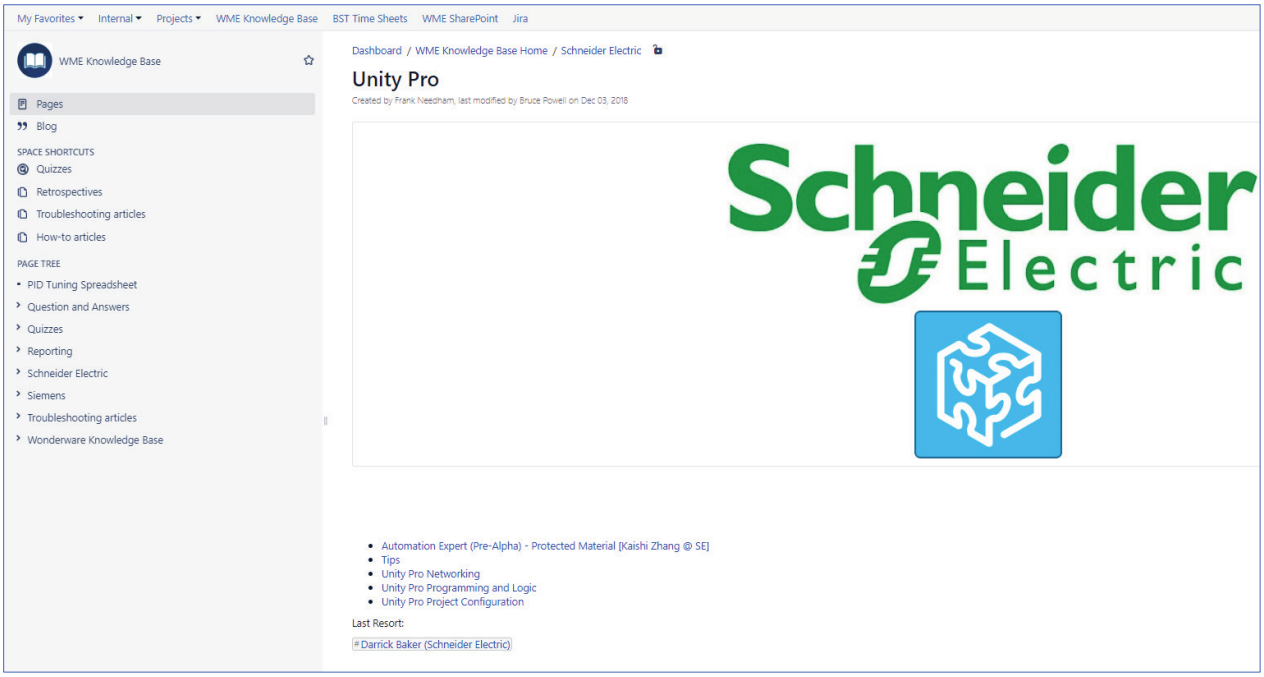
Confluence can also be used as a document repository and a collaboration tool. It has version control built in and keeps track of changes in native content and popular format files such as MS Office.



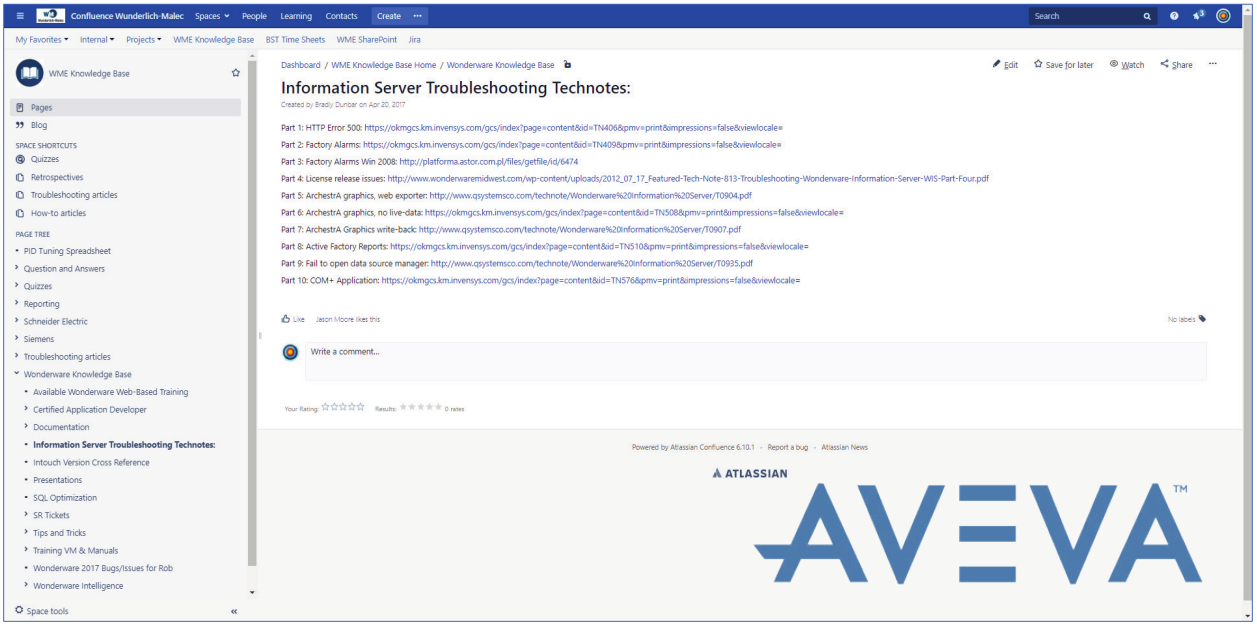
Knowledge Base

WME has created a knowledge base which allows developers to quickly and efficiently find issues to most problems they may come across. This process also allows for quick onboarding of new team members on the account. This is another greatly beneficial use of confluence that enables knowledge transfer and speeds onboarding.

Unity Pro (PLC Software)

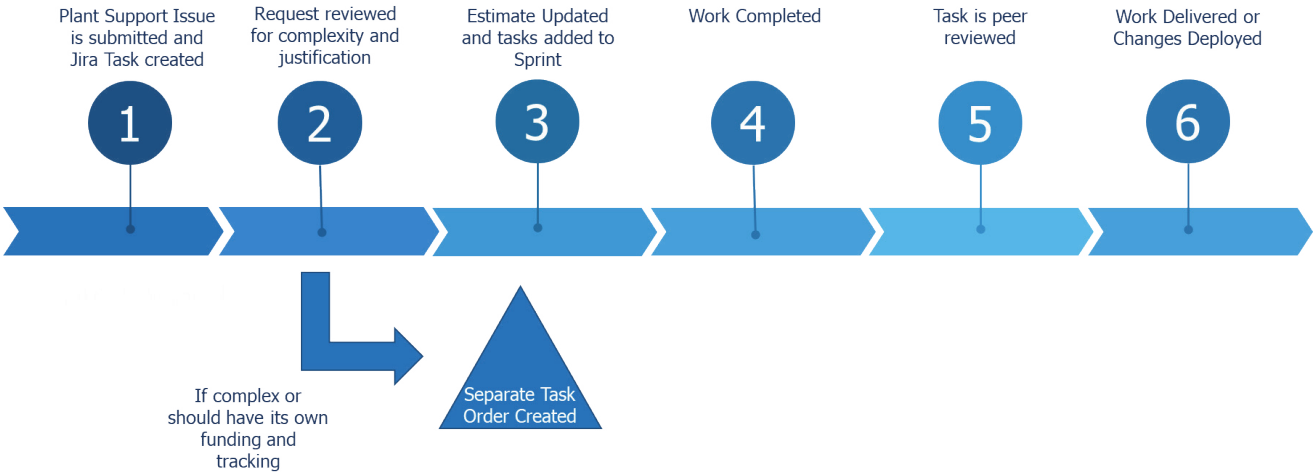


Wonderware (SCADA Software)



THE METHODOLOGY

Plant Support Workflow



PLANT SUPPORT APPROACH

WME understands that Plant Support covers many facets of day to day operations including troubleshooting of the PLC, SCADA and communications systems, program changes associated with minor plant upgrades or modifications. As well as O&M training on changes performed, after hours emergency support and development/troubleshooting of production server and application environments.

WME has the local staff and expertise with the various skill sets to assist with all of the plant support tasks listed in the Scope of Work. The key personnel assigned to this account have the skills and background to ensure the plant continuously runs smoothly and within specifications. We understand that plant support tasks will include Instrumentation and Controls (I&C) Specification Standards Maintenance, Process & Instrumentation Diagram (P&ID) Maintenance, Reporting Maintenance and Improvements, Facility Planning and Training.

Our plan includes having qualified plant support engineers and designers in the WPCF trailer from 7-5 Monday through Friday, excluding federal holidays. During these times we will be available for day to day troubleshooting and emergency recovery situations. Afterhours and weekend support can be requested through a detailed hierarchy of callout representatives who will assist immediately. Below is our detailed plan to handle plant support issues as they arise.

Sprint

A sprint (also known as an iteration) is the basic unit of development in Scrum. The sprint is a time based effort. The length is agreed and fixed in advance for each sprint and is normally between one week and one month, with two weeks being the most common.

WME is confident that the workflow described below is adequate to support all plant support tasks.

1. WME receives notification of changes or support required.
   a. Notified via phone for after hour emergency.
   b. Notified via walk-in to WPCF Integrator trailer for day to day troubleshooting or changes.
   c. Notified via O&M Request from SCADA.
   d. Notified via electronic communications.
2. An evaluation is performed to decide if the request is a) appropriate for plant support in nature b) is of a small enough size to be supported by the plant support budget. If the answer to both of this is positive then we create a Plant Support Jira ticket. If either is negative WME writes up detailed task order with an estimate of the time and staffing required to complete the request and sends to CLVED.
3. CLV reviews suggested changes where applicable and approves task order.
4. WME creates Jira ticket in our PMIS system.
5. WME staff prepares for task and performs work as described in Jira description.
6. WME documents worklog and changes made on Jira ticket.
7. WME presents changes for approval from O&M.
8. CLV approves work performed.
9. WME closes Jira ticket and updates internal knowledge base.

INSTRUMENTATION AND CONTROLS (I&C) SPECIFICATION STANDARDS MAINTENANCE

WME would approach this scope of work by utilizing the unique skill sets of our highly capable Senior PEs, Staff Engineers and Designers. By utilizing our decades of combined professional experience in specifying and maintaining and I&C equipment we are confident we could support this Plant Support scope of work. We understand the importance of having updated installation typicals, specifications, and design criteria which are accurate and use the best know methods within industry.

1. Change identified by WME or presented with change request.
2. WME initiates typical Plant Support Workflow.

PROCESS AND INSTRUMENTATION DIAGRAM (P&ID) MAINTENANCE

WME would approach this scope of work by utilizing the unique skill sets of our highly capable Senior PEs, Staff Engineers and Designers.

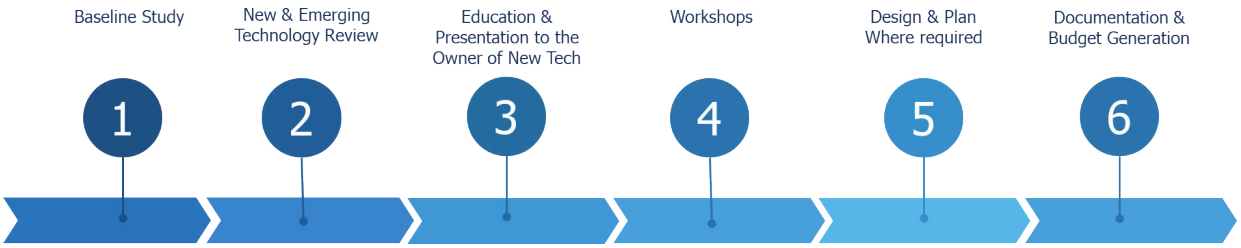
1. Change identified by WME or presented with change request.
2. WME initiates typical Plant Support Workflow.

REPORTING MAINTENANCE AND IMPROVEMENTS

WME would approach this scope by utilizing the unique skill sets of 1 Senior PE and our Reporting Subject Matter Expert (SME) as shown in the organization chart.

1. Change identified by WME or presented with change request.
2. WME initiates typical Plant Support Workflow.

Facility Planning



Recommend Updates: Analysis will be provided detailing which of the current CLV tech memos need to be updated. This analysis should address why the update is needed and address any impact that updating said memo will have moving forward.

New Tech Memos: Analysis will be provided detailing areas where new tech memos are needed. This analysis should address why the tech memo is needed and the impact that adding the new tech memo will have on the CLV SCADA System.

Recommended Consolidations: Analysis shall be provided recommending where existing tech memos overlap and could be consolidated. This analysis should address potential conflicts in existing tech memos by combining them into one, if feasible and possible.

Recommend Archiving or De-Activating of Tech Memos: Analysis will be provided detailing which tech memos are no longer relevant and can be archived. This analysis should address why they are no longer needed and any impact that removing the tech memo from the CLV library could have on the CLV SCADA System.

Review of Hardware Design Guide: An evaluation of the current CLV Hardware Design Guide will be conducted comparing it with current CLV Tech Memos. As part of the evaluation, differences and discrepancies will be identified along with a recommendation for addressing them during the development of the new master plan.

Identify Technology advancements/ changes: A summary of technology advancements since the 2011 master plan will be included in the scoping the new master plan. This summary will include a recommendation of what new technologies need to be evaluated as part of the new Master Plan. Advancements in the following areas will be identified.

- **PLC's**
- **Process Instrumentation**
- **Field Devices**

Review Life Cycle installed Hardware/ Software

The Scope of this activity will be to do a complete review of the Life Cycle of the Hardware/ Software currently installed within CLVED. Major categories and sample work products in each category are listed below:

Schneider PLC Hardware: A detailed summary of the Schneider PLC Hardware installed within CLVED will be provided. This summary will provide a detailed analysis what hardware is approaching end of life.

Server/ Wonderware Hardware: A detailed summary of the servers and Wonderware hardware installed within CLVED will be provided. This summary will provide a detailed analysis what hardware is approaching end of life.

Installed Software: A detailed summary the current software installed within CLVED will be provided. This summary will provide a detailed analysis what software is approaching end of life.

Outline of Life Cycle Plan: A basic outline will be provided that details the steps that CLV should take in the future to upgrade/ replace software and hardware before it reaches end of life and becomes obsolete.

TRAINING

WME has demonstrable experience in creating training in multiple media formats. We have delivered instructor led training to CLVED and have the capabilities and facilities to do video based training.

1. WME will schedule a workshop with the stakeholders and determine goals and objectives.
    a. Establish types of training desired.
    b. Establish if a certification exam is required.
    c. Inquire what types of training have yielded the best results for the group, previously.
2. WME will draft a Syllabus
    a. Based on types of training offered, create demonstrations for the stakeholders.
    b. Establish and document the requirements for the training.
    c. Gain approval for the Syllabus
3. Generate one full module of training
    a. Review with stakeholders
    b. Choose a test group
    c. Deliver the training
    d. Survey or test for results
4. Hold Beta training retrospective
5. Adjust Syllabus and methods
6. Develop full training suite
7. Deliver and coach in the delivery
8. Survey and test for results
9. Deliver full training cycle retrospective and recommendations for future training

CAPITAL PROJECT DESIGN/BID SUPPORT APPROACH

WME is highly capable to support Design/Bid Support projects initiated by CLV. We understand that as part of this contract it is within our Scope of Work to assist CLV in Design and Contract Bid efforts.

1. WME receives notification of Design or Contract Bid Project
2. WME reviews Project Scope of Work with Owner
3. WME writes up detailed task order with an estimate of the time and staffing required to complete the project and sends to CLVED.
4. CLV reviews, suggests changes where applicable and approves task order.
5. WME creates Jira tickets in our PMIS system. Custom Epics will be made to support the type and complexity of design project.
    a. Including review of incremental design phases
    b. Participation in workshops and reviews
    c. Composing, delivering and following up on design comments
6. WME PM prioritizes tasks and sets work package.
7. WME staff chooses, prepares and performs work as described in Jira description.
8. WME documents worklog and changes made on Jira ticket.
9. WME works on all tasks as outlined by the PM until project is complete.
10. WME seeks approval from CLV.
11. CLV approves work performed.
12. WME closes Jira project and updates internal knowledge base.

DESIGN

Our familiarity with the control system and all associated documentation allows us to efficiently package and provide project Design Engineers documentation including Loop and Control Cabinet drawings as well as specifications and design standards. WME has the skill sets to then review the design drawings and specifications to ensure Best Known Methods in industry were followed as well at CLV practices.

CONTRACT BID

WME will participate in bid package preparation and participate in any pre-bid workshops as required.

CAPITAL PROJECT CONSTRUCTION APPROACH

Common Tasks & Infrastructure

1. WME receives notification of Capital Construction Bid Project
2. WME reviews Project Scope of Work with Owner
3. WME writes up detailed task order with an estimate of the time and staffing required to complete the project task and sends to CLVED.
4. CLV reviews, suggests changes where applicable and approves task order.
5. WME creates Jira tickets in our PMIS system. Custom Epics will be made to support the type and complexity of design project.
6. WME PM prioritizes tasks and sets work package.
7. WME staff chooses, prepares and performs work as described in Jira description.
8. WME documents worklog and changes made on Jira ticket.
9. WME works on all tasks as outlined by the PM until project is complete.
10. WME seeks approval from CLV.
11. CLV approves work performed.
12. WME closes Jira project and updates internal knowledge base.

INTEGRATION

1. Software Configuration Services
    a. Software Pre-Design
        i. Review Control Narratives and Drawings
        ii. Detailed Software Functional Description
        iii. Database / Utilities
        iv. System Security
        v. Standards Review
            1. Graphics
            2. PLC
            3. Alarm
            4. Historian
        vi. Graphic Layouts
        vii. Predesign Workshop
    b. Application Software Development
        i. I/O List import into Utility
        ii. Instantiation
        iii. ACM enumeration and assignment
        iv. PLC Control Configuration
        v. Graphic Development
    c. Developer Test
    d. Staged Software Demonstration Test (SSDT)
    e. Prepare PLC Swap and Application Deployment

CONSTRUCTION

WME will perform submittal reviews for appropriate submittals and track adherence to design and standards. Upon request WME can gauge panel readiness for ORT.

COMMISSIONING

WME is capable of offering Cx (Construction Commissioning). Our Commissioning team will ensure the construction meets CLV's design specifications and that the equipment can perform operationally as listed in the control strategies.

STARTUP AND TESTING

WME's approach to integration ensures that when the code is ready to be deployed, it has already been tested on the simulation. If there are errors in the CORT, it can be easily tracked to the source and corrected. The CORT and ORT sheets are generated from the same source as the programming so there is no chance for human error.

WME will participate along with the OWNER, CONSULTANT and CONTRACTOR in various commissioning activities intended to prove the PROJECT is ready for operation and several key PASS/NO PASS points in determining substantial completion.

ORT – Operational Readiness Test

Un-witnessed – The Contractor has primary responsibility.

WME will create test sheets from the I/O database and deliver it to the Contractor two weeks prior to the scheduled testing. The tests are designed to ensure that the right devices are connected in the proper manner to the correct I/O points.

Witnessed – The Contractor has primary responsibility. The WME has secondary responsibility.

WME will create test sheets from the I/O database and deliver it to the Contractor two weeks prior to the scheduled testing. The tests are designed to ensure that the right devices are connected in the proper manner to the correct I/O points. WME will witness the tests and sign off on the forms for pass or fail. Failed devices will be tested in groups, once a week to minimize inefficiency.

CORT – Combined Operational Readiness Test

Un-witnessed – WME has primary responsibility.

WME will create test sheets from the I/O database. The tests are designed to ensure that all devices operate in SCADA-Hand and SCADA-Auto. All advanced control, setup, reporting and failure modes are tested and results recorded. The Contractor is present for support if needed. Up to 3 weeks of Un-witnessed CORT testing are planned for.

Witnessed – WME has primary responsibility. The Contractor has secondary responsibility.

WME will create test sheets from the I/O database. The OWNER will witness the tests and sign off on the forms for pass or fail. Failed devices will be tested in groups, once a week to minimize inefficiency.

ISAT – Integrated System Acceptance Test

This test is intended to test all the PLCs and processes together to ensure integrated operation, of previously untested interdependencies.

WME will verify that the control system as a whole operates as specified under normal processing conditions, including process startup and shutdown. This test is performed after all necessary equipment, and software adjustments have been completed by both the Contractor and Integrator.

WME will repeat the testing defined in the CORT, except with the process operating under normal operating conditions. Verify various failure modes, perform a simulated power loss and observe the power loss restart features of the PLC program.

RAT - Reliability Acceptance Test

The test is the responsibility of the CONTRACTOR.

Purpose: To demonstrate that the control system is capable of operating continuously in the intended manner, for an extended period without failing.

WME will monitor the overall availability of the Process Control System and provide detailed reporting to owner when it becomes less than 99.9% prior to the test completion. This effort is in conjunction with any work plan provided by CONTRACTOR to assure the reliability of the process and related controls.

TRAINING

Our Staff Engineering team will train Operations & Maintenance on the control system changes stemming from the construction project.

Required

SECTION 4 - EXCEPTIONS TO THE SAMPLE CONTRACT.

Wunderlich-Malec Engineering takes no exceptions to the sample contract.

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: Wunderlich-Malec Engineering, Inc.	
Address: 6101 Blue Circle Drive	**City / ST / Zip:** Eden Prairie, MN 55343
Telephone: 952-993-3222	**EIN or DUNS :** 41-1412464
Block 2: Description / Subject Matter of Contract	
Services for: Electrical, Software and Power Engineering, and Process Control Engineering	**Project Number:**

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Wunderlich-Malec Engineering, Inc. Employee Stock Ownership Plan and Trust	6101 Blue Circle Dr. Eden Prairie, MN 55343	952-933-3222
2	Neal K. Wunderlich, President/Secretary/ Director	6101 Blue Circle Dr. Eden Prairie, MN 55343	952-933-3222
3	Deborah A Wunderlich, Executive Vice President	6101 Blue Circle Dr. Eden Prairie, MN 55343	952-933-3222
4	Walter J. Malec, Vice President	6101 Blue Circle Dr. Eden Prairie, MN 55343	952-933-3222
5	Karen Roiland, CFO/Treasurer/Director	6101 Blue Circle Dr. Eden Prairie, MN 55343	952-933-3222
6	James R. Bina, Director	2072 Dwight Lane, Minnetonka, MN 55305	952-933-3222
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.

Karen R. Riland, CTO
Signature

2/5/2020
Date

Subscribed and sworn to before me this 5th day of February, 2020

Notary Signature

CHERYL ANN ANDERSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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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.

Karen R. Riland, CTO
Signature

2/5/2020
Date

Subscribed and sworn to before me this 5th day of February, 2020

Notary Signature

CHERYL ANN ANDERSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve award of Bid No. 20.73164-SK, Traffic Signal Systems At Clark-Transit Station, Bonneville-Transit Station, Torrey Pines-Peak, to the lowest responsive and responsible bidder - Public Works - Award recommended to: CG&B ENTERPRISES, INC. ($1,502,162 - Traffic Improvements Capital Projects Fund) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $1,502,162
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The work to be done includes construction of fully operational Traffic Signal Systems at Torrey Pines Drive and Peak Drive, at Bonneville Avenue and Transit Station Street, and at Clark Avenue and Transit Station Street intersections. CG&B Enterprises, Inc. is located in Henderson, Nevada.

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

BACKUP DOCUMENTATION:
1. Bid Abstract

BID ABSTRACT
20.73164-SK Traffic Signal Systems at Clark-Transit Station, Bonneville-Transit Station, Torrey Pines-Peak
Bid Date: 3/12/2020

City of Las Vegas - Finance Department
Puchasing & Contracts Division
495 S. Main Street, 3rd Floor
Las Vegas, Nevada 89101

				CG&B Enterprises Inc.		Muller Construction (CMMCM, LLC.)		Acme Electric (LLO Inc)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	105.01 CONTRACTOR QUALITY CONTROL	1	LS	$61,000.00	$61,000.00	$63,873.81	$63,873.81	$85,500.00	$85,500.00
2	109.01 CONSTRUCTION CONFLICTS AND CONTINGENCY ALLOWANCE	1	ALLOW	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
3	109.02 OWNER INITIATED TIME EXTENSION ALLOWANCE	30	DAY	$1,500.00	$45,000.00	$1,500.00	$45,000.00	$1,500.00	$45,000.00
4	109.03 OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	30	DAY	$300.00	$9,000.00	$50.00	$1,500.00	$600.00	$18,000.00
5	200.01 MOBILIZATION AND DEMOBILIZATION	1	LS	$100,000.00	$100,000.00	$58,574.84	$58,574.84	$90,000.00	$90,000.00
6	202.01 REMOVAL OF BITUMINOUS PAVEMENT	200	SY	$60.00	$12,000.00	$44.71	$8,942.00	$65.00	$13,000.00
7	202.02 REMOVAL OF BITUMINOUS PAVEMENT (1-INCH COLD MILL)	995	SY	$18.00	$17,910.00	$20.76	$20,656.20	$25.00	$24,875.00
8	202.03 REMOVAL OF CONCRETE SIDEWALK	1690	SF	$10.00	$16,900.00	$4.47	$7,554.30	$12.00	$20,280.00
9	202.04 REMOVAL OF CURB AND GUTTER	250	LF	$14.00	$3,500.00	$15.33	$3,832.50	$40.00	$10,000.00
10	202.05 REMOVAL OF CURB	20	LF	$41.00	$820.00	$31.94	$638.80	$35.00	$700.00
11	202.06 REMOVAL OF CONCRETE CROSS GUTTER	245	SF	$18.00	$4,410.00	$19.16	$4,694.20	$50.00	$12,250.00
12	202.07 REMOVAL OF EXISTING STRIPING	1	LS	$2,200.00	$2,200.00	$2,554.95	$2,554.95	$5,000.00	$5,000.00
13	202.08 REMOVAL AND SALVAGE OF SIGN	27	EA	$38.00	$1,026.00	$44.71	$1,207.17	$50.00	$1,350.00
14	302.01 TYPE II AGGREGATE BASE	60	CY	$117.00	$7,020.00	$162.24	$9,734.40	$280.00	$16,800.00
15	402.01 5-INCH PLANTMIX BITUMINOUS SURFACE	155	SY	$110.00	$17,050.00	$120.07	$18,610.85	$130.00	$20,150.00
16	402.02 7-INCH PLANTMIX BITUMINOUS SURFACE	20	SY	$410.00	$8,200.00	$331.38	$6,627.60	$480.00	$9,600.00
17	412.01 SLURRY SEAL (TYPE II)	540	SY	$21.00	$11,340.00	$23.66	$12,776.40	$30.00	$16,200.00
18	413.01 1-INCH UTACS BONDED WITH A PMM, S3 GRADATION	1005	SY	$51.00	$51,255.00	$60.07	$60,370.35	$60.00	$60,300.00
19	502.01 CONCRETE STEM WALL	20	LF	$600.00	$12,000.00	$260.61	$5,212.20	$100.00	$2,000.00
20	613.01 CONCRETE SIDEWALK	2375	SF	$10.00	$23,750.00	$8.30	$19,712.50	$25.00	$59,375.00
21	613.02 CONCRETE "L" TYPE CURB AND GUTTER	265	LF	$56.00	$14,840.00	$31.94	$8,464.10	$60.00	$15,900.00
22	613.03 CONCRETE "A" TYPE CURB	20	LF	$73.00	$1,460.00	$63.87	$1,277.40	$55.00	$1,100.00
23	613.04 CONCRETE CROSS GUTTER	245	SF	$42.00	$10,290.00	$47.91	$11,737.95	$46.00	$11,270.00
24	622.01 CONSTRUCTION SURVEYING	1	LS	$11,000.00	$11,000.00	$30,761.63	$30,761.63	$36,000.00	$36,000.00
25	623.01 TRAFFIC SIGNAL SYSTEM AT TORREY PINES DRIVE AND PEAK DRIVE	1	LS	$379,000.00	$379,000.00	$430,653.84	$430,653.84	$352,000.00	$352,000.00
26	623.02 TRAFFIC SIGNAL SYSTEM AT BONNEVILLE AVE/TRANSIT STATION ST	1	LS	$116,000.00	$116,000.00	$141,986.37	$141,986.37	$140,000.00	$140,000.00

BID ABSTRACT
20.73164-SK Traffic Signal Systems at Clark-Transit Station, Bonneville-Transit Station, Torrey Pines-Peak
Bid Date: 3/12/2020

City of Las Vegas - Finance Department
Puchasing & Contracts Division
495 S. Main Street, 3rd Floor
Las Vegas, Nevada 89101

				CG&B Enterprises Inc.		Muller Construction (CMMCM, LLC.)		Acme Electric (LLO Inc)	
Item #	**Description**	**QTY**	**UOM**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
27	623.03 TRAFFIC SIGNAL SYSTEM AT CLARK AVE/TRANSIT STATION ST	1	LS	$284,000.00	$284,000.00	$331,423.32	$331,423.32	$260,000.00	$260,000.00
28	624.01 TRAFFIC CONTROL AND MAINTENANCE	1	LS	$72,000.00	$72,000.00	$64,487.00	$64,487.00	$180,000.00	$180,000.00
29	627.01 PERMANENT SIGN (REMOVE AND RESET)	6	EA	$136.00	$816.00	$159.68	$958.08	$160.00	$960.00
30	627.02 PERMANENT SIGN (GROUND MOUNTED)	4	EA	$320.00	$1,280.00	$370.47	$1,481.88	$375.00	$1,500.00
31	628.01 TYPE 2 PAVEMENT MARKING FILM - CROSSWALKS AND STOP BARS	1480	SF	$7.00	$10,360.00	$7.98	$11,810.40	$8.00	$11,840.00
32	628.02 TYPE 2 PAVEMENT MARKING FILM - TURN ARROW	5	EA	$110.00	$550.00	$127.75	$638.75	$150.00	$750.00
33	628.03 TYPE 2 PAVEMENT MARKING FILM - BIKE LEGEND	2	EA	$60.00	$120.00	$70.26	$140.52	$85.00	$170.00
34	628.04 POLYUREA PAVEMENT MARKINS (6-INCH SOLID WHITE)	50	LF	$8.00	$400.00	$8.94	$447.00	$10.00	$500.00
35	628.05 PAVEMENT MARKING - 12-INCH SOLID WHITE (THERMOPLASTIC)	350	LF	$9.00	$3,150.00	$10.22	$3,577.00	$10.00	$3,500.00
36	628.06 TYPE 2 PAVEMENT MARKING FILM - VARIES	65	SF	$7.00	$455.00	$7.98	$518.70	$8.00	$520.00
37	628-1.01 DECORATIVE CROSSWALK MARKINGS	1810	SF	$18.00	$32,580.00	$20.44	$36,996.40	$25.00	$45,250.00
38	629.01 ADJUST WATER VALVE BOX TO FINISH GRADE	2	EA	$770.00	$1,540.00	$1,405.22	$2,810.44	$1,200.00	$2,400.00
39	633.01 REFLECTIVE RAISED PAVEMENT MARKERS	15	EA	$6.00	$90.00	$6.39	$95.85	$10.00	$150.00
40	633.02 NON-REFLECTIVE RAISED PAVEMENT MARKERS	25	EA	$6.00	$150.00	$6.39	$159.75	$9.00	$225.00
41	637.01 DUST CONTROL	1	LS	$3,700.00	$3,700.00	$3,832.43	$3,832.43	$36,000.00	$36,000.00
42	637.02 NPDES DISCHARGE PERMIT	1	LS	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$18,000.00	$18,000.00
	TOTAL BASE BID AMOUNT			**$1,502,162.00**		**$1,591,331.88**		**$1,778,415.00**	
	% Greater than Lowest Responsive & Responsible Bidder					5.94%			
	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: $ 1,784,955									

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve award of Contract No. 200192-DD, Blanket Services Contract for Professional Engineering Consulting Services - Department of Public Works - Award recommended to: ANGELO & NEWTON, LLC (Not-to-Exceed $720,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $720,000
Funding Source: Various Funds
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This Contract provides for future engineering and consulting services through task orders at the Water Pollution Control Facility. Award of this Contract is recommended by the City of Las Vegas Consultant Selection Committee based on the 2018 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. Angelo & Newton LLC is located in Henderson, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 200192-DD
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES CONTRACT
FOR
Professional Engineering CONSULTING SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **Angelo & Newton, LLC** (the "Consultant"), **whose address is 827 Vermillion Dr., Henderson, NV 89002.**

WITNESSETH:

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

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

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

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.***

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

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

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

1.02 ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the Consultant under this Contract. If this Contract involves environmental measures or data generation, the Consultant shall comply with EPA quality assurance requirements that can be found on their website at http://www.epa.gov.

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The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant, shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by Consultant under terms of this Contract. The Consultant's obligations under this clause are in addition to the Consultant's other express or implied assurances under this Contract or State law and in no way diminish any other rights that the City may have against the Consultant.

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

2.01 *City Representative.* The Director of Public Works or his authorized representative identified in the Key Personnel List is

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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 this Contract.

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract. Consultant shall not make any changes in the services or in any way cause or allow those services to deviate from this Contract without **signed written direction** from City. If Consultant makes any changes in the services without signed written direction from City, such change constitutes an agreement by Consultant that it will not be paid for those changed services, even if it received verbal direction from City Representative or any other person or entity. In addition, Consultant shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change it makes without written direction from City.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.22B and 10.22C 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. Consultant shall supply City with all documentation necessary to substantiate the amount of the addition to or deduction from the cost or time. If City and Consultant cannot agree on the amount of the increase or decrease in the cost or time, Consultant shall nonetheless timely perform the services as changed by City's written direction. Once Consultant receives City's written direction, Consultant is solely responsible for timely performance of the services as changed by the written direction.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

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SECTION FIVE
SUBCONSULTANT CONTRACT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 1.05, the Consultant enters into an contract with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant contract a provision that:

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

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

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

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

SECTION SIX
TERM OF CONTRACT

6.01 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for THREE YEARS unless terminated earlier pursuant to Section 10.03 or 10.04 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.02 plus City approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the maximum not-to-exceed fee amount identified in the Fee Breakdown, **Exhibit "D"** and direct salary rates, **Exhibit "E,"** attached hereto, pursuant to invoices submitted in accordance with Section 7.05 of this Contract.

7.02 ***Multiplier.*** Exhibit D, Article 401.1 provides the multiplier established for this Contract. The multiplier includes costs associated with, but not be limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.04 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

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

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7.04 ***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 City has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.05 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth herein and Exhibit D (Fee Breakdown). The Consultant will submit to the City for services rendered an itemized invoice showing charges for such services accompanied by any additional documentation requested by the City. Such invoices are limited to no more than one per month. Each invoice shall contain the following information:

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

(ii) the Project Task Order number;

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

(iv) performance dates covered by the invoice.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Consultant will be made within a period of sixty (60) days from the date of receipt by the City. **Invoices received without a valid Project Task Order number will be returned unpaid.** The Consultant shall submit the original invoice to:

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

The Consultant shall also forward a copy of the invoice to the City Representative. In determining eligibility for payments to the Consultant, the City Representative or his or her designee shall be the sole judge with respect to progress or completeness. 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 sixty (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 10.22A of this Contract.

7.06 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may incurred have for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.22 of this Contract.

7.07 ***Final Payment.*** Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services. Final Payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the City's claims against the Consultant under this Contract.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract according to

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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. Time limits stated in this Contract and all Project Task Orders are of the essence. By executing on the Project Task Order, Consultant confirms that the Performance Schedule stated therein is (are) reasonable periods for performing each phase of the services. The Consultant shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the applicable Performance Schedule. The City shall not be liable to the Consultant for additional time or money if the Consultant submits a progress report expressing an intention to achieve completion of the services prior to the Performance Schedule and then is not able to achieve intended accelerated schedule regardless of the reason. The Consultant shall promptly notify City in writing of any conditions that may delay delivery of services beyond the applicable Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

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

9.05 **Credit.** 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 Consutant, the Consultant agrees that the difference shall be either: (i) repaid immediately by the Consultant to the City or (ii) at the City's option, credited against any future billings due the Consultant.

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,

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(ii) the Consultant has not received an equitable adjustment under another provision of this Contract, and

(iii) the Consultant could not mitigate the increase in the performance cost,

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

10.03 ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant for any reason whatsoever (including no reason) with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.20 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.

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

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

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

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

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

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

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.20. The City retains the right to terminate for default immediately if the Consultant fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes and licensing requirements governing performance of these services, or fails to comply with statutes involving health or safety.

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

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

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

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of this Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.22.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City. Upon receipt of a termination action under (i) or (ii) above, the Consultant shall (1) promptly discontinue all affected services (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City within two (2) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated

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or prepared by the Consultant in performing this Contract, whether completed or in process. When reasonable grounds for insecurity arise with respect to Consultant's performance, City may in writing demand adequate assurance of due performance. Consultant's failure to provide within two business (2) days of the demand such assurance of due performance as is adequate under the circumstances of the particular case is a default under this Contract.

C. ***Consultant Claim.*** If the City fails to perform any of its material obligations required under this Contract, the City shall be entitled to ten (10) business days from written notice thereof by the Consultant pursuant to Section 10.20 to remedy the same, provided, however, such is capable of being remedied within that period. If the obligation can be remedied, but the remedy cannot be completed within the ten (10) business day period, the City may be allowed such additional time as may be reasonably necessary to remedy the same. If the default is incapable of remediation, or is not remedied as required herein, the Consultant shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section 10.22 of this Contract. During the period of such resolution, the Consultant shall continue with its performance under the Contract.

10.05 ***Ownership of Documents.***

A. ***Architectural Works.*** 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 10.05, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

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

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

B. ***Delivery of Documents.***

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

(ii) In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.22 of this Contract for any disputed payment claims.

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

D. ***Contractual Rights.*** Notwithstanding the provisions of 10.05(A) above, the City is hereby licensed to use all design

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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.

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

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

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

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used to 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. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

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

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G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.06 for the duration of this Contract. Claims made insurance (Professional Liability-10.06 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

H. Certificates of Insurance.

(i) 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.

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

The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and the Consultant to the coverage, limits, and termination provisions shown thereon.

10.07 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.06, 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 as a result of, by reason of, or as a consequence of, or 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, regardless of whether the Claims were caused in part by the City; or a breach of any agreement between the Consultant or its employees, vendors, independent contractors, suppliers, clients or customers. 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. 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. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.06, and not in lieu thereof, the Consultant shall indemnify, defend 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 Indemnities, as reimbursement for the attorney's fees and costs incurred by the Indemnities in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

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

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10.08 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and permitted assigns to the other party of this Contract and to the partners, successors, executors, administrators and permitted 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.

10.09 ***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.

10.10 ***Consultant Warranties.*** The Consultant hereby represents and warrants, now and throughout the entire performance period of this Contract that:

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

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

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

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

10.11 ***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.

10.12 ***Independent Contractor.*** In the performance of services under this Contract, the Consultant 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 Consultant shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. Accordingly, Consultant shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Consultant'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. Consultant 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. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant'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. Consultant 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 Consultant's failure with respect to its obligations in this Section. Consultant, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Consultant's contacts with third parties they shall identify themselves as an independent consultant and not as an employee for the City. Consultant understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Consultant as the sole responsible party for the performance of this Contract. The Consultant shall maintain complete control over its employees and all of its subcontractors. Nothing contained

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in this Contract or any subcontract awarded by the Consultant 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.

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

10.14 ***Compliance with Laws.*** 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 Consultant shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Consultant shall make any and all payroll deductions required by law. The Consultant agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. 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.

(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 Consultant acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Consultant recognizes that if the Consultant or their subcontractors or sub-consultants 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 Consultant in breach of contract and terminate the Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Consultant 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 Consultant further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Consultant shall constitute a material breach of this Contract.

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

10.15 ***Certification – No Israel Boycott.*** By signing this Contract, company Consultant 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.

"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 Consultant shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving written notice to Consultant.

10.16 ***Severability.*** 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

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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.

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

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

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

10.20 ***Notice.*** Any written notice required to be given under 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, via certified mail-return receipt requested, 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. The parties shall provide written notification of any change in the information stated above. Routine correspondence should be directed to the City Representative or the Consultant Representative, as appropriate.

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

10.22 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to timely give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.22C 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 10.22B or 10.22C, the Consultant shall proceed diligently with the performance of this Contract.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.22A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual contract between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.22C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.22B, 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,

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expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action. Each of the parties hereto irrevocably attorns to jurisdiction of the courts of the State of Nevada, and further agrees to commence any litigation which may arise hereunder in the State courts located in the County of Clark, State of Nevada.

10.23 ***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.

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

10.25 ***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.

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

10.24 ***Limitation of Funding/Non-Appropriation.*** 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 as of the beginning of the fiscal year for which funds are not available. The City shall notify Consultant in writing of any such non-allocation of funds at the earliest possible date and shall pay Consultant any fees earned and costs incurred in performing this Contract for any period prior to such notice.

10.25 ***Entire Contract, Section and Paragraph Headings.*** This Contract represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract. 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.

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

10.27 ***Official, Agent and Employees of the City Not Personally Liable.*** 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.

10.28 ***Conflict of Interest (City Officials).***

(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.

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10.29 ***Public Records***. 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.

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

CITY OF LAS VEGAS

By_____
Tressa Fernandez ,Acting Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

Dimitri P. Dalacas
Deputy City Attorney
3/24/2020
Deputy City Attorney Date

CONSULTANT

By_____
Everette Spore, Manager of **Angelo & Newton, LLC**

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LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " CERTIFICATE OF DISCLOSURE

EXHIBIT " H " PROJECT TASK ORDER

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EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

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

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

100.3 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:
Special Inspection, Constructability Reviews, Partnering Facilitation, Environmental Services, Mechanical Engineering, Process Engineering, etc. **Consulting Services**.

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

100.5 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.6 Project Management Software. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

100.6.1 The City shall provide:
100.6.1.1 A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
100.6.1.2 The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
100.6.1.3 User accounts for Consultant's access to the MasterWorks software.

100.6.2 The Consultant shall provide:
100.6.2.1 Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
100.6.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.
100.6.2.3 Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
100.6.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
100.6.2.5 Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
100.6.2.6 Frequent monitoring of the MasterWorks software.

100.6.3 Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

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

END OF EXHIBIT "A"

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EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

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

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

END OF EXHIBIT "B"

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EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 CONTRACT TERM AND RENEWALS. SECTION 6 – TERM OF THE CONTRACT delineates the term of the contract and any renewal options, if applicable.

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

END OF EXHIBIT "C"

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EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

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

400.2 The total Blanket Contract for all of the Project Task Orders is $240,000.00 funded annually for a maximum not-to-exceed amount of $720,000.

ARTICLE 401:

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

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

401.3 The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

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EXHIBIT "E"

COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE*
Principal	$215
Technical Specialist	$105
Technical Intern	$50
Safety Professional CSP	$165

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

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

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

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

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

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

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

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

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

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

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

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

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

END OF EXHIBIT "E"

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EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Contract: John Bettencourt
600.2 CITY REPRESENTATIVE'S SUPERVISOR: Mark Dunbar

600.3 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Everette Spore

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.
602.1.1 None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

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EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Angelo & Newton LLC	**Services for:** Project Name EDAPP Program and associated projects
Address: 827 Vermillion Dr., Henderson, NV 89002	
Telephone: 702 384 1900	**Project Number:**
EIN or DUNS : 26-0545050	

Block 3: Type of Business "S" Subchapter Corp.

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

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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.	Everette Spore, Pres & Mgr Mbr	827 Vermillion Dr., Henderson NV 89002	(702) 384 1900
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

_____
Name

31 MAR 2020
Date

Subscribed and sworn to before me this 31st day of March, 2020

_____
Notary Public

STEPHANIE M. GONZALEZ
Notary Public - State of Nevada
County of Clark
APPT. NO. 17-3164-1
My App. Expires Aug. 26, 2021

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EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

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

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

Project Name:	
Location:	
Description:	
Construction Cost Budget:	

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

Section A - Scope of Services

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

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

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

PROJECT MANAGEMENT SOFTWARE. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

The City shall provide:

A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
User accounts for Consultant's access to the MasterWorks software.

The Consultant shall provide:

Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
Information using the forms, screen views, and information fields provided in the software and training materials.

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Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
Frequent monitoring of the MasterWorks software.

Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

ADD THE APPROPRIATE FEDERAL FUNDING REQUIREMENTS HERE FOR YOUR PROJECT
CDBG, SNPLMA AND ARRA REQUIREMENTS CAN BE CUT AND PASTED FROM OUR NET

DO NOT INCLUDE ANY CONSULTANT EXCLUSIONS, CONSULTANT ASSUMPTIONS, OR OTHER CONDITIONS THAT LIMIT THE CONSULTANT'S RESPONSIBILITY WITHOUT REVIEW FROM THE CITY ENGINEER AND THE CITY ATTORNEY.
NEVER ADD ANY LANGUAGE THAT USES WORDS LIKE INDEMNIFICATION, INDEMNITY, INDEMNIFY, DEFEND, OR HOLD HARMLESS.

Section B – Required Submittals

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

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

All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

Section C – Performance Schedule

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

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

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

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

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

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

Section D – Fee Breakdown

COMPENSATION

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

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

BASIC SERVICES PAYMENT ON COMPLETION OF PHASES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E for each phase of the Project identified in this Section "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Section "A" (Scope of Service) for the not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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TASK	FIXED FEE UNIT PRICE	UNIT	ESTIMATED QUANTITY OF UNITS	ESTIMATED COST	REMARKS
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
TOTAL NOT-TO-EXCEED COST				$	

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

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

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

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

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

ALLOWANCE FOR ADDITIONAL SERVICES

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

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

The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$0.00	

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Section E – Additional Compensation

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

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

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

Section F – Key Personnel List

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

CITY REPRESENTATIVE:
CITY REPRESENTATIVE'S SUPERVISOR:

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

Section G – Disclosure

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

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

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

Dated this _____ day of _____, _____.

By: _____
CONSULTANT
Name, title
Firm Name

By: _____
CITY
Name, Project Manager

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EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Angelo & Newton LLC	**Services for:** Project Name EDAPP Program and associated projects
Address: 827 Vermillion Dr., Henderson, NV 89002	
Telephone: 702 384 1900	**Project Number:**
EIN or DUNS : 26-0545050	

Block 3: Type of Business "S" Subchapter Corp.

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

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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.	Everette Spore, Pres & Member	827 Vermillion Dr., Henderson NV 89002	(702) 384 1900
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Name

31 MAR 2020
Date

Subscribed and sworn to before me this 31st day of March, 2020

Notary Public

STEPHANIE M. GONZALEZ
Notary Public - State of Nevada
County of Clark
APPT. NO. 17-3164-1
My App. Expires Aug. 26, 2021

CAO DPD APPROVED

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve award of Sales Agreement For the Refurbishment of Vintage Motel Signs on East Fremont Street - 8th Street through 14th Street - Office of the City Attorney - Award recommended to: VISION SIGN INC. (Not-to-Exceed $90,013 - General Capital Project Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: Not to Exceed $90,013
Funding Source: City Attorney
Dept./Division: General CPF

PURPOSE/BACKGROUND:
In 2018, the Commission for the Las Vegas Centennial awarded a grant to the City for restoration and maintenance of the historic neon signs on East Fremont Street generally located between 8th Street and 14th Street in the Historic Motel District. On February 6, 2019, City Council approved the Neon Sign Maintenance Agreement between the City and Downtown Project (DTP) for maintenance of the restored signs. The restoration and maintenance work is funded by the remaining Commission for the Las Vegas Centennial grant funds. Vision Sign Inc. will restore the Fremont Motel sign for an amount not to exceed $90,013 (inclusive of permitting fees). Award of this contract is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Vision Sign, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Vision Sign Sales Agreement
2. Art Diagram

VISION SIGN INC.

SALES AGREEMENT

6630 Arroyo Springs Street Suite 600 - Las Vegas, NV 89113
Phone: 702-895-7474 - Fax: 702-895-7444

Contractors License Unlimited
#NV42776 #AZ149529

Submitted To	Phone	Email	Date
Brad Jerbic	702-807-3917	bjerbic@lasvegasnevada.gov	04/22/2020
Firm Name	**Job Name & Address**		
City of Las Vegas	Star View Motel 1208 E. Fremont St Las Vegas, NV 89101		
Address	**Salesperson**	**Design #**	**Date of Design**
495 S. Main Street Las Vegas, NV 89101	Keith Kochan	21764	03/16/2020

Description of work contracted as follows:

Fremont Motel:

Manufacture and install one (1) 10'-8" X 17'-2" aluminum double face sign cabinet with
1) Two (2) sets open pan channel "MOTEL" letters with double tube 15mm white neon.
2) "FREMONT" "REFRIGERATION" "VACANCY" painted letters with single tube 15 mm white neon.
3) Paint sign cabinet various semi gloss colors.
4) Raised retainer cabinet with polycarbonate face and H-track for clip on letters (7" on center) with internal LED illuminated.
5) "KEY" to be FCO cabinet painted single stage gold with 15 mm gold neon boarder
6) One (1) double face 2'-2" X 3'-3" sign cabinet painted semi gloss with white letters painted on to read "OFFICE" "VACANCY" with single stroke neon units.
7) Manufacture and install two (2) sets of reflective white address numbers
8) EXCLUDES STEEL PIPE AND FOOTING

Reinstall sign cabinet on existing steel pole.

This sales agreement is void if City Council does not approve.

Keith Kochan
702-348-8470
kkochan@visionsigninc.com

Approved as to form
John S. Ridilla 4/22/2020
John S. Ridilla Date
Deputy City Attorney

Exclusions
Time Clock & Photocell
Customer is to supply primary electrical to the signage
Abnormal digging conditions (caliche, hard pan, water table, etc)
Customer will supply any and all landscaping or under ground repair
Overtime Premium for installation (work hours 6 AM to 2:30 PM)
Permits, engineering and any 'Third Party' inspections (QAA) (if required) will be billed separately

Labor:	$ 71,379.00
Material:	$ 17,134.00
Tax on Material::	
Total:	$88,513.00

+ Permits

All copy, sizes, and colors as per Vision Sign Inc. print # dated .

QUOTATION IS VOID AFTER 30 DAYS. PERMITS WILL BE BILLED AT COST PLUS STAFF TIME REQUIRED FOR PERMIT ACQUISITION. THESE FEES ARE NOT INCLUDED IN THE CONTRACT PRICE, UNLESS OTHERWISE SPECIFIED IN WRITING.

ACCEPTANCE OF PROPOSAL CONSTITUTES A BINDING AGREEMENT BETWEEN PURCHASER AND SELLER UPON PURCHASER'S SIGNING THE CUSTOMER ACCEPTANCE ON PAGE ONE, THE UNDERSIGNED AGREES TO THE STANDARD CONTRACT CONDITIONS ON PAGE TWO AND THE SELLER'S SIGNING THE VISION SIGN ACCEPTANCE ON PAGE ONE.

TERMS: 50% deposit to begin work, net 30 days on the balance after completion.

APPROVED BY _____
Vision Sign Inc. Acceptance

APPROVED BY _____
Customer Acceptance

_____
Print Name

STANDARD CONTRACT CONDITIONS

1. Vision Sign Inc. (hereinafter referred to as "SELLER") expressly warrants the product manufactured by Seller and the components thereof to be free from defects in material and workmanship, under normal conditions, for a period of 90 days. Seller will repair or replace, at its option, any parts found defective by Vision Sign Inc. This warranty is null and void if another party, to this display, performs any repairs or alterations. **There are no warranties including the implied warranty of merchantability beyond the express warranty specifically set forth herein.**

2. Contract shall be binding upon Seller only when signed by a Corporate Officer.

3. FORCE MAJEURE Seller shall not be liable for delays due to events beyond Sellers control. Events including, but not limited to, acts of God, civil commotion, labor disputes strikes, fire, flood, government regulation, and weather conditions.

4. Purchase price is due in full, at Sellers office, within 10 days after completion of work. Unless otherwise agreed in writing, unpaid balance shall incur interest @ 1_% per month.

5. Purchaser agrees to pay all costs, including reasonable attorney's fees, incurred in enforcing any of the Sellers rights under this contract.

6. All words herein shall be deemed of the number and gender properly applicable to the Purchaser(s).

7. Purchaser agrees that seller, its agents, representatives or assigns shall not be liable for any changes or alterations required at the location display is installed, by reason of the installation, repossession of the same.

8. Upon signed acceptance of Purchaser, this contract shall become binding upon the heirs, administrators, executors, assignees and successors of the undersigned.

9. It is expressly agreed this contract shall not be construed to be a conditional sale in any part thereof.

10. Purchaser agrees to all specifications, plans and blueprints submitted to Seller as of date of this contract.

11. Purchaser agrees to pay all additional costs of display caused by structural changes, deviations, deletions or inaccurate information provided by the Purchaser(s) including its agents, representatives or assigns.

12. Purchaser of display shall be responsible for insurance of display.

13. This contract represents the entire agreement between the Seller and the Purchaser. It is understood that no representative of the Seller has any power to change, modify, waive or amend the terms of this agreement. Neither will be bound by any such change unless agreed to in writing and signed by both parties.

14. It is understood that the representative is acting as a special agent and all representations not herein set out are deemed waived or void.

15. The excavation of caliche, rock, hard pan, water or unusual soil conditions are to be performed on a time and material basis at cost unless otherwise agreed to in writing by both Seller and Purchaser.

16. Seller shall not be responsible for the repair of any landscaping, sprinkler pipes, on-site underground utilities, asphalt, sidewalks or curbing. Location and re-routing of all underground equipment, not located through Digsafe are Buyer's responsibility.

17. Purchaser shall bring feed wires of suitable capacity and approved type to all locations of transformers in or at the display, and shall be responsible for the supply thereof, at the time of installation. Electrical must be furnished to the base of freestanding signs.

18. All material is warranted solely as set forth above. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices.

19. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the total stated on this agreement.

20. Purchaser to carry fire, tornado and necessary insurance.

ACCEPTANCE OF ABOVE TERMS: X_____

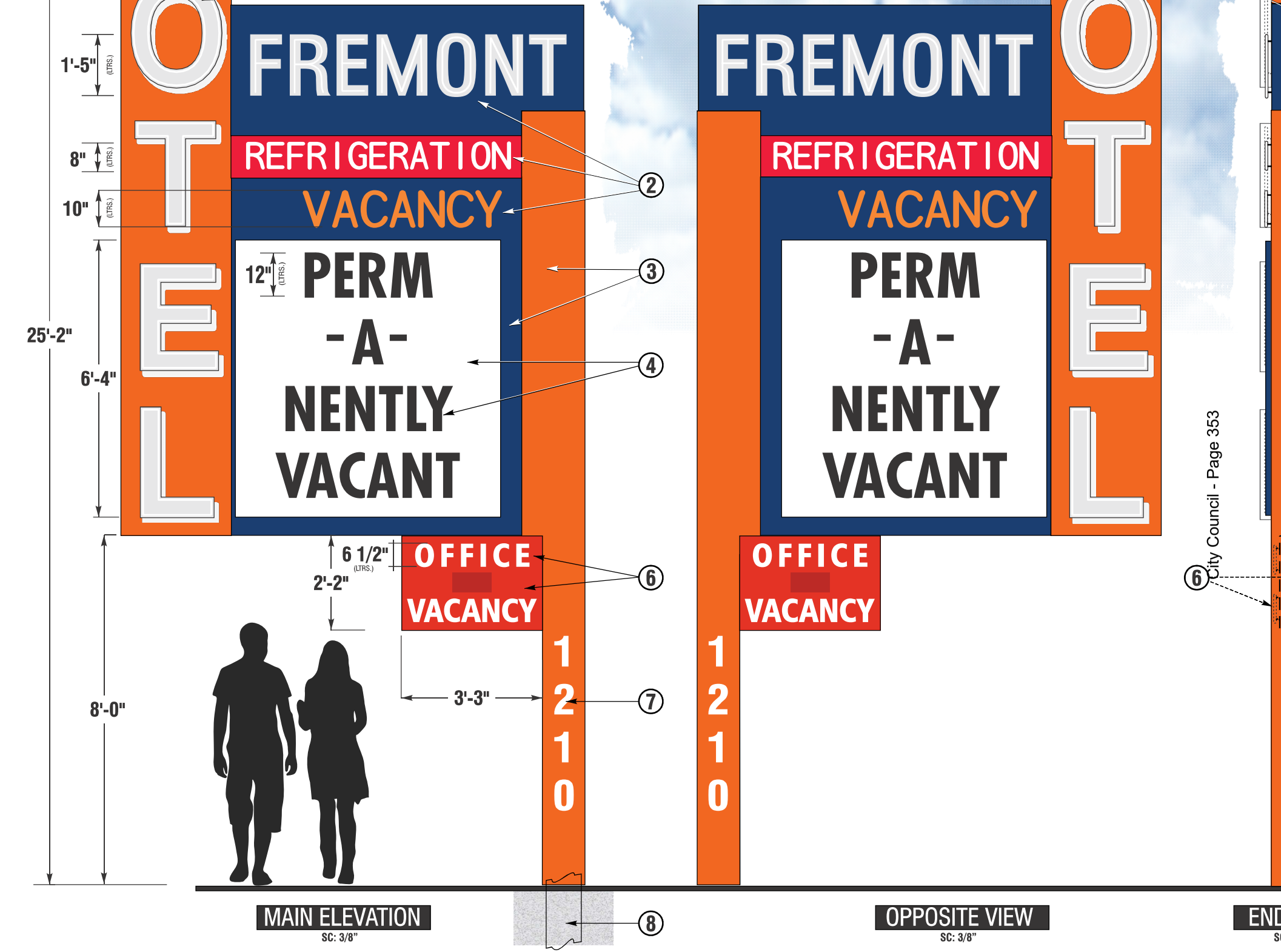
Customer Acceptance Date

Approved as to form

John S. Ridilla 4/22/2020

John S. Ridilla Date

Deputy City Attorney


1'-5" (LTRS.)
8" (LTRS.)
10" (LTRS.)
12" (LTRS.)
25'-2"
6'-4"
8'-0"
6 1/2" (LTRS.)
2'-2"
3'-3"
FREMONT
REFRIGERATION
VACANCY
PERM
-A-
NENTLY
VACANT
OFFICE
VACANCY
1210
HOTEL
2
3
4
6
7
8
MAIN ELEVATION
SC: 3/8"
OPPOSITE VIEW
SC: 3/8"
END
City Council - Page 353

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
19

DEPARTMENT: Fire & Rescue **CONSENT**
DIRECTOR: William McDonald

SUBJECT:
For possible action to approve acceptance of a grant award from the Office of the Attorney General of the State of Nevada in the amount of $47,456 for the purpose of purchasing ballistic personal protective equipment for the Las Vegas Fire and Rescue Bomb Squad with no cost match required - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The subject grant from the State of Nevada Office of the Attorney General First Responder Protective Equipment Program will provide the City of Las Vegas with funds in the amount of $47,456.00 for the purpose of purchasing 16 ballistic carrier/panels and 32 ballistic plates to be used for the protection of bomb squad team members when responding to mass shooting and other mass casualty events.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. State of Nevada Office of the Attorney General First Responder Protective Equipment Program Mass Casualty Event Grant Agreement
2. Copy of Attorney General grant budget - Exhibit B

STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL
FIRST RESPONDER PROTECTIVE EQUIPMENT PROGRAM
MASS CASUALTY EVENT
GRANT AGREEMENT

This Grant Agreement is made and entered into by and between the Office of the Attorney General of the State of Nevada ("Nevada Attorney General" or "Grantor") **CITY OF LAS VEGAS ("Grantee"),** hereinafter collectively referred to as "the Parties". This Agreement is effective as of May 1, 2020 ("Effective Date"), with a termination date of August 1, 2020.

WHEREAS, all state attorneys general conducted investigations of Wells Fargo & Company for alleged misconduct related to (1) sales practices related to consumer and small business checking and savings account, credit card, unsecured lines of credit, and online bill pay services, which Wells Fargo Community Bank employees could qualify for incentive compensation credit; (2) Sales practices related to renters and various simplified term-life insurance products, for which Wells Fargo Community Bank employees could qualify for incentive compensation credit; (3) Collateral Protection Insurance policies acquired from third-party insurers by Wells Fargo Auto for Wells Fargo Auto Finance Customers to cover motor vehicles that served as collateral for Wells Fargo Auto's financing agreements; (4) Wells Fargo's Guaranteed Asset/Auto Protection products and Guaranteed Asset/Auto Protection products purchased by Auto Finance Customers in connection with motor vehicle agreements acquired by Wells Fargo Auto as an indirect auto lender, including, but not limited to, the refund of unearned charges and/or premiums; (5) The mortgage-interest-rate-lock extension fees charged by Wells Fargo Home Mortgage; and (6) potential violations of various laws of the states of the respective Attorneys general, arising out of the foregoing investigations.

WHEREAS, as a result of extensive investigations a $575 million dollar agreement was reached and a settlement agreement entered between the participating state attorneys general and Wells Fargo & Company, to resolve alleged violations of the consumer protection laws of the state of the respective Attorneys General.

WHEREAS, pursuant to the terms of the consent judgment, the State of Nevada was awarded $13,363,512 million dollars. These funds shall be used at the sole discretion of the Nevada Attorney General for any use permitted by law as authorized by the Legislature or the Interim Finance Committee, including but not limited to the following: (1) administration and enforcement of Nevada Revised Statutes (NRS), chapter 598; (2) to establish or support public or private programs and efforts designed to prevent or ameliorate the impacts of unfair or deceptive trade practices against Nevadans, including but not limited to, education, outreach, and other programs or uses permitted by state law; (3) and for any other lawful purpose.

WHEREAS, administering and/or ensuring the proper use of any settlement proceeds by Grantee is consistent with the terms of the Agreement;

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Grant:** The Nevada Attorney General agrees to provide a grant of funds received from the Wells Fargo Bank & Company settlement up to the total amount of **$47,456.00** ("Grant"), and no more than that amount. Grant funds shall only be used to reimburse expenses incurred by Grantee from the program described in paragraph 2 herein, during the Grant period of three (3) months from the Effective Date ("Grant Period"). Grantee will have ninety days (90) from the date of the grant agreement to provide the AGO with proof of purchase of the protective equipment, by submitting copies of paid invoices and accounting system records. In the event any Grant funds are not expended by the Grantee for authorized purposes during the Grant period, funds are required to be returned to AGO. Any reimbursements by the Nevada Attorney General are also dependent on Grantee's continued eligibility for the Grant pursuant to paragraph 3 herein and Grantee's continued compliance with all terms of this Agreement.

2. **Use of Funds:** Grantee shall use the Grant funds received from the Nevada Attorney General to purchase 16 ballistic carrier/panels and 32 ballistic plates to be provided to Las Vegas Fire & Rescue/ Bomb Squad to be used for the protection of the Las Vegas Bomb Squad team members when responding to mass shootings and other mass casualty events.

No budget modifications will be permitted without Grantor's prior written consent. Grantee's budget is attached hereto as "Exhibit B."

3. **Grant Dissolution:**

(A) Remedies and Grant Ineligibility: In addition to any other remedies the Nevada Attorney General may have, Grantee agrees that the Nevada Attorney General may withhold Grant funds (and accordingly not reimburse any incurred expenses for the program described in paragraph 2 herein) or terminate any Grant commitment that the Nevada Attorney General may have made to Grantee if Grantee fails to comply with all terms and conditions in this Agreement. Moreover, Grantee agrees that it will automatically no longer be eligible to receive Grant funds upon the first occurrence of any of the following events during the Grant Period:

(i) in the event any portion of the Grant is used for any purpose other than for the express purpose for which the Grant is provided as stated in paragraph 2 herein;

(ii) in the event the Grantee becomes incapable of using the Grant funds for the intended purpose, as determined by either Grantee or the Nevada Attorney General;

(iii) in the event Grantee files a bankruptcy petition; or

(iv) in the event the objectives and the goals of the program are not met.

(B) Grantor Termination for Non-appropriation. The Grantor may terminate this Agreement, and the Grantee waives any and all claims for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Grantor's Agency's funding from the State sources is not appropriated or is withdrawn, limited, or impaired.

4. **Reports:** In order to receive grant funds, grantee shall provide a written narrative report at the end of the grant period which shall include the following: a detailed accounting of all protective equipment purchased and a summary of training provided to the grantee's staff, and any event that may have taken place during the grant period, where the protective equipment was used.

5. **Reporting Changes:** Grantee will promptly notify the Nevada Attorney General of any change in the individual assigned to administer the Grant funds. Grantee also will report to the Nevada Attorney General changes in contact information including address, telephone, and e-mail and fax numbers.

6. **Books and Records:** Grantee shall maintain complete records of receipts and expenditures and shall account separately for funds to be reimbursed from the Nevada Attorney General. Records of expenditures, as well as copies of the report submitted to the Nevada Attorney General, shall be kept for at least three (3) years after completion of the Grant Period. The foregoing books and records shall be available to the Nevada Attorney General for inspection and copying at all reasonable times.

7. **Notices:** All notices required under this Agreement shall be considered effective upon deposit if sent by U.S. Certified Mail, Return Receipt Requested, or upon delivery via electronic email. All notices shall be provided to the Parties at their addresses below:

If to Grantor:

Nevada Attorney General
Attn: Nancy Ficco, Grant & Projects Analyst
Office of the Attorney General
100 North Carson Street
Carson City, NV 89701
E-mail: nficco@ag.nv.gov

If to Grantee:

City of Las Vegas
Attn: Doug Towner
500 N. Casino Blvd
Las Vegas Nevada
Email: dtowner@lasvegasnevada.gov

8. **Relationship of the Parties:** Nothing contained herein shall be construed in any way to create a joint venture, partnership, agency or other similar relationship between the Nevada Attorney General and Grantee, and it is the specific intent of the parties that no such relationship be established hereby. Neither of the Parties shall have any express or implied right or authority to assume or create any obligations on behalf, or in the name, of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

9. **Assignment and Amendment:** Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by Grantee without the prior written consent of the Nevada Attorney General. This Agreement may be amended only upon the mutual signed, written consent of the Parties.

10. **No Third-Party Rights:** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and to their respective successors and assigns.

11. Governing Law: This Agreement shall be governed by the laws of the State of Nevada.

12. Entire Agreement: This Agreement sets forth the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

13. Execution: This agreement may be executed in counterparts.

In Witness Whereof, the Parties have executed this Agreement to become effective as of the Effective Date.

Grantor: State of Nevada
Office of the Attorney General

By: _____
AARON D. FORD
Attorney General
Date: April ____, 2020

Grantee: City of Las Vegas

By: _____
CAROLYN G. GOODMAN
Mayor
Date: April_____, 2020

Approved as to form
John S. Ridilla 4/8/2020
John Ridilla Date
Deputy City Attorney

Ballistic Carrier/Panels	**Cost per unit**	**Total**
16	$ 1,716.00	$ 27,456.00
Ballistic Plates		
32	$ 625.00	$ 20,000.00
Total Ballistic Package		$ 47,456.00

Ballistic Carrier/Panels	**Cost per unit**	**Total**
16	$ 1,716.00	$ 27,456.00
Ballistic Plates		
32	$ 625.00	$ 20,000.00
Total Ballistic Package		$ 47,456.00

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
20

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a Municipal Cemetery Operating Agreement between the City of Las Vegas and Carriage Municipal Cemetery Services of Nevada, Inc. to extend the term for the operation at the Woodlawn Cemetery located at 1500 North Las Vegas Boulevard ($160,000 Annually - General Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $160,000 Annually
Funding Source: General Fund
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
Carriage Municipal Cemetery Services of Nevada (Carriage) and the City have been parties to the Municipal Cemetery System Lease Agreement dated February 16, 2000 under which Carriage has operated the Cemetery. The Lease is due to expire on May 13, 2020. Carriage and the City each desire for Carriage to continue to operate the Cemetery under the terms and conditions of this new Agreement. The new term is for three years with options to renew of two additional three year terms. The City will pay to Carriage an annual management fee of $160,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Municipal Cemetery Operating Agreement

MUNICIPAL CEMETERY OPERATING AGREEMENT

THIS MUNICIPAL CEMETERY OPERATING AGREEMENT ("Agreement") is made and entered into by and between THE CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"), and CARRIAGE MUNICIPAL CEMETERY SERVICES OF NEVADA, INC., a Nevada corporation ("Carriage"). The City and Carriage are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the later of the date of approval by the Las Vegas City Council or Carriage, each as noted on the signature page hereto, as long as approval by one is within thirty (30) calendar days of approval by the other ("Effective Date").

RECITALS

WHEREAS, Carriage and the City have been parties to the year 2000 Municipal Cemetery System Agreement Lease (the "2000 Agreement") under which Carriage has Operated the Cemetery (as defined below); and

WHEREAS, Carriage and the City each desire for Carriage to continue to operate the Cemetery under the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows.

AGREEMENT

1. OPERATION OF THE CEMETERY SYSTEM

1.1. Cemetery System. Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, the City has partnered with Carriage to operate Woodlawn Cemetery located at 1500 Las Vegas Boulevard North in the City of Las Vegas, Clark County, Nevada (the "Cemetery"), including the following.

A. All of those certain tracts or parcels of land which together comprise the Cemetery, all as are more particularly described on Exhibit A hereto and incorporated herein by reference ("Cemetery Property");

B. All of the buildings, structures, mausoleums, and other improvements located on or about the Cemetery (collectively, the "Improvements");

C. All of the books and records relating to the business and operations of the Cemetery ("Books and Records"), including without limitation those evidencing the sale of interment rights and burial plots, and preneed and perpetual or endowment care records,

D. Accounts receivable and the Carriage Municipal Cemetery Services of Nevada, Inc. Master Cemetery Merchandise Trust – State of Nevada; and

E. All other assets, rights and properties that are used in or necessary for the operation of the Cemetery, except as expressly set forth in this Agreement.

All of the foregoing assets, rights and properties are sometimes herein collectively referred to as the "Cemetery System." The buildings and improvements located on the Cemetery are sometimes hereinafter collectively called the "Improvements."

1.2. Use. The assets included in the Cemetery System are to be used by Carriage solely for the operation of the Cemetery, and activities reasonably incident thereto. Carriage agrees that it shall not use any Cemetery System assets for any unlawful purpose.

1.3. Possession. The City agrees that Carriage, on performing all of its covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy, use and enjoy and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Cemetery System during the entire term hereof, for the uses set forth in this Agreement, except for the perpetual or endowment care trust for the Cemetery.

1.4. Sales and Administration. The City agrees that Carriage can staff the Cemetery System administration and sales teams at Carriage's Bunkers Eden Vale Memorial Park ("Eden Vale") property, located at 1216 Las Vegas Blvd N., Las Vegas, NV 89101.

2. TERM

2.1. Initial Term. Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force for a term of three (3) years, with Carriage's operation of the Cemetery System commencing on May 14, 2020, unless sooner terminated as hereinafter provided.

2.2. Options to Renew. In the event that Carriage is not then in default under the terms, covenants and conditions contained in this Agreement, it shall have the options, with the consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned, to renew this Agreement for two (2) additional terms of three (3) years each, commencing on the date of expiration of the initial term or applicable renewal term, provided that at least one hundred and eighty (180) days prior to the expiration of such term, Carriage notifies the City in writing of its election to extend this Agreement.

3. CONTRACTOR PAYMENT

3.1. Amount. As consideration for operating the Cemetery, the City shall pay Carriage ONE HUNDRED SIXTY THOUSAND DOLLARS ($160,000) annually (the "Annual Payment"). Such Annual Payment shall be payable in four equal quarterly installments each in the amount of one-quarter of the amount of the Annual Payment, in advance, due on or before the first day of each January, April, July and October during the term of this Agreement, without demand, notice or offset; provided that the first quarterly payment shall be reduced to and shall be the proportionate part of the quarterly payment owed for the number of days between the date this Agreement begins and the last day of the calendar quarter in which the date this Agreement begins occurs, and shall be payable upon the date this Agreement begins; and the last quarterly payment shall be reduced to and shall be the proportionate part of the quarterly payment owed for the number of days between the first day of the final calendar quarter of the term hereof and the last day of the term hereof.

3.2. Place of Payment. The City shall pay all sums payable by the City to Carriage pursuant to the terms hereof to Carriage and its address hereinafter set forth or to such other address as Carriage may designate in writing from time to time during the term hereof.

3.3. No Other Sums Due. The Annual Payment due under this Section 3 shall, except as otherwise expressly provided for in this Agreement, constitute the exclusive compensation payable by either party for the use and operation of the Cemetery System as contemplated hereunder, it being understood that Carriage shall be entitled to retain all revenue and income received by it from the use and operation of the Cemetery System.

4. CEMETERY SYSTEM ASSETS

4.1. Cemetery Property. Carriage's rights under this Agreement shall include all of the Cemetery Property, developed and undeveloped. Carriage's rights to the Cemetery Property shall in all respects be subject to interment rights of third parties as set forth in the Books and Records, as well as easements and other exceptions to title noted in the public records of Clark County, Nevada. Carriage shall have the right, subject to such interment rights and other title exceptions, to develop the undeveloped portions of the Cemetery, in such form and manner as Carriage deems appropriate and upon written consent of the City, which shall not be unreasonably withheld or delayed.

4.2. Improvements. All of the Improvements shall at all times remain the property of the City, subject to Carriage's rights under this Agreement. Subject to Section 5.4, Carriage may from time to time propose to alter, add onto, improve or refurbish existing Improvements, or to construct new Improvements, in which case the same shall constitute a part of the "Improvements" hereunder and shall remain the property of the City.

4.3. Equipment. All equipment currently located at the Cemetery is owned by Carriage and the City acknowledges that under this Agreement it will remain the property of Carriage. Carriage may, from time to time, without prior consultation with the City but at Carriage's expense, purchase new vehicles and other rolling stock, machinery, equipment, furniture, fixtures, supplies, tools and other fixed assets and property, plant and equipment for use in the operation of the Cemetery, which will become part of the Equipment owned by Carriage hereunder.

4.4. Inventory. All inventory currently located at the Cemetery is owned by Carriage and the City acknowledges that under this Agreement it will remain the property of Carriage. Carriage shall be responsible for purchasing its own Inventory for use in the operation of the Cemetery after the date this Agreement begins.

4.5. Accounts Receivable and Carriage Municipal Cemetery Services of Nevada, Inc. Master Cemetery Merchandise Trust – State of Nevada Trust Funds. Upon the date this Agreement begins, the City authorizes the continuation of Carriage's obligation, at no cost to the City, in the transfer of the accounts receivable from the 2000 Agreement to this Agreement, to manage and collect all outstanding accounts receivable and notes arising from the sale of Cemetery plots, services, goods, and merchandise, and all collections thereon will be for Carriage's benefit and may be retained by Carriage. When the Agreement terminates, all open accounts receivable will be transferred to the City or its designee.

The City and Carriage shall take all appropriate action, to cause the Woodlawn Cemetery Perpetual Care Trust ("PC Trust") to be transferred to such trustor, accounts, managed by such trustees or agents, as the City shall have established for such purposes in accordance with all applicable laws. Upon transfer of the PC Trust, and subject to Section 4.6, the City shall bear all responsibility for preparing and filing all necessary reports relating to such PC Trust. The trust agreement will require that the trustee managing the PC Trust shall follow all applicable investment rules and regulations under the laws of the State of Nevada. No less frequently than quarterly, the City shall cause such trustee to provide Carriage updated statements showing the balance of all PC Trust assets, in a format complying with state trusting laws. Carriage will remit payments to the PC Trust to the City on a monthly basis.

4.6. Books and Records. All Books and Records relating to the management and operation of the Cemetery shall be maintained on the Cemetery Property or at Eden Vale, whichever location Carriage chooses; provided that Carriage may provide for accounts receivable processing and collection through a central system located elsewhere. The City shall bear responsibility for the accuracy and completeness of all Books and Records prior to the execution of the Municipal Cemetery System Lease Agreement

between The City of Las Vegas and Carriage Municipal Cemetery Services of Nevada, Inc. dated February 16, 2000 ("2000 Agreement") and Carriage shall bear responsibility for the accuracy and completeness of all Books and Records for activities during the term of this Agreement and the 2000 Agreement. Should Carriage discover in the course of its operation of the Cemetery that there are discrepancies in the Books and Records from prior to the 2000 Agreement, such as the records as to burial plots, then Carriage shall promptly notify the City and the City shall take all necessary action to correct any such discrepancies, and if the City does not take corrective action within thirty (30) days after Carriage's notice, then Carriage may correct such discrepancies and may be reimbursed for its actual out-of-pocket cost in taking any such corrective action. The City acknowledges that all Books and Records necessary to administer the accounts receivable and merchandise and services trust assets are currently in the custody of Carriage and it is expected to remain the same until this Agreement is terminated unless otherwise specified in this Agreement. To the extent Carriage discovers any material deficiencies or discrepancies in the Books and Records prior to the 2000 Agreement, Carriage will notify the City of the same and the City shall, at the City's expense but in consultation with Carriage, undertake to correct any such deficiencies or discrepancies. During the term of this Agreement, Carriage shall provide the City with access to the Books and Records for all proper purposes, including the investigation of claims or other matters arising prior to the Agreement commencement date, to evaluate the operation of the Cemetery during the term hereof or to review Carriage's compliance with the terms hereof. Carriage shall make available to the City an employee to assist in the City's review of any such Books and Records and to assist the City in the creation of a geographic information system ("GIS") database of grave locations The creation of the GIS database will be done at the City's sole expense, and Carriage has no obligation under this Agreement to assist in the creation of the GIS database except as set forth in this paragraph. Following any termination of this Agreement, the City similarly shall provide Carriage with access to Books and Records for all proper purposes, including without limitation the investigation of any claims or other matters arising during the term hereof or in connection with any tax, regulatory or accounting audit of Carriage's operation of the Cemetery during such term. In each case, the party seeking access to Books and Records shall provide at least two business days' advance written notice, and such investigation shall be conducted during normal business hours and in a manner so as to not unreasonably interfere with the operation of the Cemetery or other activities of the party providing such access. The requesting party may, at its own expense, make copies of relevant Books and Records to the extent necessary for purposes of its review, but any confidential business records shall be held strictly confidential by the requesting party.

A. Audit of Records.

(1). Carriage agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Agreement 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 Agreement, 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 Carriage goes out of business, Carriage shall forward the books and records to the City to be retained by the City for the period of time required herein.

(2). 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 Carriage pertaining to the performance of this Agreement during normal business hours. The City will provide prior written notice to Carriage of the audit and inspection. If the books and records are not located within Clark County, Carriage agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, Carriage 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 Carriage's chosen location. If the books and records provided to the City are incomplete, Carriage 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 Carriage's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

4.7. No Liabilities. It is expressly understood by the parties that Carriage shall not, by its execution hereof or its operation of the Cemetery pursuant hereto, assume any liabilities or obligations of the City or the Cemetery arising prior to the effective date of the 2000 Agreement of February 16, 2000, other than to deliver plots and related interment rights as properly recorded in the Books and Records. All other liabilities and obligations arising prior to the date this Agreement began shall remain the responsibility of the City.

5. OPERATION OF THE CEMETERY

5.1. Operation of the Cemetery. Subject to Section 5.2 and the other provisions of this Agreement, Carriage shall have the exclusive right to operate all aspects of the Cemetery, including without limitation (i) performing "openings and closings" and the setting of memorial tablets and monuments, (ii) selling Cemetery property, merchandise, and services on an at-need and pre-need basis, and (iii) selling any other products associated with the operation of the Cemetery. All revenue and income derived from the operation of the Cemetery shall belong to Carriage.

5.2. Carriage may sell preneed contracts for Cemetery Services to be performed and delivered at the Cemetery. All such preneed contracts shall be subject to and made in conformity with Nevada Revised Statutes Chapter 689, as it may be amended from time to time. The form and content of the preneed contract will be provided to the City Attorney of the City.

5.3. Operating Policies. Carriage will continue to use the operative Rules and Regulations of the Cemetery. No portion of such Rules and Regulations can violate any applicable law. From time to time during the term of this Agreement, Carriage may amend or modify the Rules and Regulations following notice and approval by the City (which consent shall not be unreasonably withheld, conditioned, or delayed). Following the date this Agreement begins, Carriage shall adopt a marketing and operations strategic plan for the Cemetery, which should be submitted to the City for approval (which consent will not be unreasonably withheld, conditioned, or delayed) (the "Strategic Plan"). The Strategic Plan will provide direction for marketing, pricing, personnel issues, and future Cemetery development. Carriage and the City shall from time to time mutually consult with one another regarding the items set forth in such strategic plan, and shall be free to implement the same, subject to any other express approval requirements in this Agreement. It is expected that such strategy will, as to future development, be adopted and implemented to utilize water resources in as efficient a manner as reasonably practicable. Such strategy shall be reviewed no less often than annually during the term of this Agreement, at which time Carriage may implement changes or modifications thereto after consulting with the City. It is understood, however, that the range of products and services that Carriage may offer, if different from those offered during the last six months of the 2000 Agreement is subject to the City's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

Carriage agrees that it shall operate, including detailed and accurate burial and financial records, the Cemetery in a manner consistent with the operation of its other cemeteries and comparable cemeteries located in the Las Vegas, Nevada area. Without limiting the generality of the foregoing, Carriage agrees that the prices for plots, services, goods, and merchandise at the Cemetery will be reasonably similar (may be reasonably higher or lower based on market conditions) to comparable items and services at such

other cemeteries, and the manner in which the Cemetery's operations are conducted shall not be materially different from the general methods and practices employed by Carriage at such other cemeteries. If for any reason Carriage ceases to own or operate other cemeteries in the Las Vegas, Nevada area, then other privately-owned cemeteries in Las Vegas, Nevada shall be used for comparison purposes. At no time during the last six months of a term will Carriage manipulate pricing of any plots, services, goods, and merchandise to improperly create additional end-of-term profit for Carriage and to the detriment of the City and the Cemetery System.

5.4. Employees. Except as provided below, all personnel utilized in the operation and management of the Cemetery will be employed by Carriage or hired by Carriage as contractors.

5.5. Alterations and Improvements. Carriage will not make material structural changes to the Cemetery System or to any of the Improvements without the prior written consent of the City (which consent shall not be unreasonably withheld or delayed), unless during emergency situations. Changes include the construction of new Improvements, including mausoleums, or material changes to the appearance of the Cemetery. For purposes hereof, a change shall be deemed "material" if it requires a building permit from the City's Building and Safety Department (provided that after the date this Agreement begins, the City will adopt no ordinance imposing special conditions for building permits specifically at the Cemetery). The City shall not unreasonably withhold approval over any proposed material change.

Any change requiring such approval shall be set forth in a written proposal submitted by Carriage. The City shall act upon any such proposal within sixty (60) days; if Carriage shall not have received the City's written disapproval of the proposed change within such sixty (60) day period, the change shall be deemed approved by the City.

Carriage may make such non-material alterations, changes, and improvements in or upon the Cemetery System or the Improvements during the term hereof as it may desire. All changes, whether material or non-material, shall be conducted in accordance with all applicable laws, with competent and (where required) certified contractors, all at Carriage's sole cost, risk, expense and liability.

All Equipment and other property located in or on the Cemetery Property by Carriage or which is owned by Carriage at the inception of this Agreement and which may be removed without damage to the Improvements or for which Carriage shall immediately repair all damages to the Improvements caused by such removal, shall remain the property of Carriage and may be removed by Carriage on or before the expiration of the term of this Agreement. All other additions or improvements which might be placed or installed on the Cemetery Property by Carriage and which cannot be removed without damage to the Improvements and for which Carriage is unable or unwilling to immediately repair all damages to the Improvements caused by such removal, shall become a part of the Cemetery System belonging to the City and shall remain thereon after termination of this Agreement. Mausoleums and other structural Improvements shall in all cases be deemed to become a part of the Cemetery System and cannot be removed by Carriage.

5.6. Construction of Gardens. The City will not commit any sum certain to the construction of new gardens in which to create new burial spaces. However, the City will in good faith commit some sums of money or City resources (manpower to remove fences, dirt, etc.) to assist Carriage in the creation of new gardens in order to create more burial spaces.

5.7. Names and Advertising. Included in the Agreement hereunder shall be all rights to the name "Woodlawn Cemetery," together with all derivatives thereof, and all trademarks, trade names, and trade dress incident thereto, and all goodwill associated with the foregoing. Carriage may not change the name of the Cemetery without the prior written consent of the City in its sole discretion. Carriage shall

otherwise be free to promote the Cemetery in advertising and media as Carriage sees fit, subject to any restrictions in the strategic plan referred to in Section 5.2. Carriage may use such name in conjunction with other trade names and promotional materials, including consolidated advertising and media that also promotes other locations owned or operated by Carriage and its affiliates.

Carriage may not, however, without the City's consent, use or promote the official name of the City or any symbol or seal associated therewith. Notwithstanding the foregoing, Carriage may identify the Cemetery as being a municipal cemetery owned by the City and operated by Carriage.

5.8. Compliance With Law. Carriage shall promptly execute, fulfill and comply with all valid laws, rules and regulations made by any governmental authority which are applicable to Carriage's operation of the Cemetery System and all orders and requirements imposed by any health, sanitation and police departments for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Carriage's use or occupancy thereof during the full term hereof.

5.9. Inspections by the City. The City retains the right, but not the obligation, to periodically inspect the Cemeteries' premises to determine that the Cemetery System is being properly operated and maintained in a neat and orderly condition and consistent with the requirements generally outlined in this Agreement. Carriage will be in default of this Agreement if Carriage fails to operate the Cemetery System consistent with the terms of this Agreement, and such failure continues for thirty (30) days after notice thereof from the City to Carriage; provided, however, that if the nature of the failure is such that it cannot reasonably be cured within thirty (30) days, no default of this Agreement will be deemed to have occurred if Carriage, within the initial thirty (30) day period, commences to cure and thereafter diligently prosecutes the same to completion, but in no event for longer than thirty (30) days after written notice to Carriage (provided the time periods set forth in this Subsection shall be extended for the period of any Force Majeure event (as defined below).

6. CEMETERY EXPENSES

6.1. Cemetery Maintenance. Carriage will be responsible for all general maintenance of the Cemetery System to include, by way of example and not limitation, the following.

A. The Cemetery Property must be mowed and trimmed regularly; and

B. The Cemetery Property must be reasonably free of debris and the landscaping maintained to industry standard; and

C. Buildings and other structures must be in good repair, but Carriage has no obligation to improve the current condition of buildings or other structures at the Cemetery Property; and

D. Equipment must be properly stored and away from public view, when not in use.

6.2. Cemetery Maintenance. The City will be responsible for the following

A. Costs for water used at the Cemetery Property; and

B. All utilities used at the Cemetery Property, except for telephone and internet services; and

C. Prompt maintenance to, repairs of, and upkeep of the Cemetery Property irrigation system; and

D. Prompt maintenance to, repairs of, and upkeep of the Cemetery Property roadways and gates; and

E. Trimming trees that are in excess of ten (10) feet tall at the Cemetery Property; and

F. Prompt maintenance to, repairs of, and upkeep of the perimeter fences on the Cemetery Property; and

G. Cemetery Property security at a level consistent with the level of security in effect as of the Effective Date of this Agreement; and

H. While the City cannot warrant that homeless encampments around the Cemetery Property will be removed, the City will in good faith continue to work to limit the homeless population and homeless encampments around the Cemetery Property to help ensure the safety, security, and serenity of the Cemetery, Carriage staff, and Cemetery customers and visitors.

6.3. Taxes. Subject to the remaining provisions of this Section 6.2, the City shall pay all property taxes which accrue against the Cemetery Property during the term of this Agreement. Carriage will pay any all taxes and assessments of every kind or character levied, assessed or imposed upon or against any and all personal property of Carriage now or hereafter placed by Carriage on the Cemetery Property. The provisions of this Agreement shall never be construed as imposing any liability upon Carriage for the payment of any taxes, assessments or other charges imposed upon the income of the City, or upon the transfer or passing of any interest owned by the City in the Cemetery System, generally known as income, succession or transfer taxes.

6.4 Insurance. Carriage shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage(s).

A. Industrial/Workers' Compensation Insurance protecting Carriage and the City from potential Carriage employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement, 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. Carriage's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

B. Commercial General Liability Insurance (bodily injury, property damage) with respect to Carriage's agents assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. Carriage'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.

C. 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 Agreement. The policy must insure all vehicles owned by Carriage and include coverage for hired and non-owned vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. Carriage'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.

D. Carriage must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. Carriage shall maintain

coverage for the duration of this Agreement, and any renewal periods if applicable. Carriage 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 will be provided to the City or it's designated certificate tracking service if so requested.

E. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Agreement number and the Agreement description. Carriage 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".

F. If Carriage fails to carry the required insurance, the City may (i) order Carriage to stop further performance hereunder, declare Carriage in breach, , terminate the Agreement if the breach is not remedied within thirty (30) days, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Carriage or charge the replacement insurance costs back to Carriage.

G. Carriage is encouraged to purchase any additional insurance it deems necessary.

6.5. Fire and Casualty Damage. In the event any of the Improvements are wholly or partially damaged or destroyed by fire, storm, tornado, or other casualty, the City will bear the costs and obligation to repair or restore the Improvements to the extent such repair or restoration falls outside of insurance coverages. During the period of repair or restoration, there shall be no abatement or reduction of any payment otherwise due hereunder.

6.6. Mechanic's Liens. Carriage shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the Cemetery and/or the interest of the City in the Cemetery System for any claim in favor of any person dealing with Carriage and/or the Cemetery, including, without limitation, those who may furnish materials or perform labor for any construction or repairs on or about the Cemetery Property.

Carriage covenants and agrees that it will pay or cause to be paid all sums which may become due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Cemetery Property and further agrees that it will cause any lien or encumbrance which may be filed against the Cemetery Property as a result of Carriage's failure to pay any such sums to be immediately discharged and/or shall cause a bond to be issued which will have the effect of completely insulating the Cemetery Property from any liability or obligations arising in connection with any such lien or encumbrance.

7. CONDEMNATION

7.1. If during the term hereof, the Cemetery Property or any portion thereof, is taken in any condemnation or eminent domain proceedings, this Agreement shall thereupon terminate as to the portions so taken effective on the date of condemnation. Unless the portion of the Cemetery Property so taken is to such an extent as to frustrate Carriage's ability to operate the Cemetery System as presently intended (in which case this Agreement will terminate upon such condemnation), then such condemnation shall not affect the remainder of this Agreement, and shall not cause a reduction in the amount of Annual Payment payable by the City hereunder. The City agrees that it will not condemn any portion of the Cemetery Property while this Agreement is in effect without Carriage's prior consent.

The damages for any condemnation of all or any part of the Cemetery System shall be appropriately apportioned between Carriage and the City, with that portion being allocated to Carriage to

give effect to the value of Carriage's interest hereunder, and the balance to the City. If the condemning authority does not separately make such apportionment and the condemnation proceeds are awarded in a lump-sum payment, then the City and Carriage shall mutually agree upon a fair and equitable apportionment between them, provided that if they are unable to agree within 30 days of the final condemnation award, then the parties shall refer any dispute as to apportionment to a third-party expert mutually selected by the City and Carriage and who is familiar with the operation and management of cemeteries who, acting as an expert and not as an arbitrator, shall resolve any such dispute and whose determination shall be final and binding upon the Parties.

8. TERMINATION

8.1. Termination. This Agreement may be terminated prior to expiration of the term hereof under the following circumstances.

A. By the City if any of the following occurs.

(1) Carriage shall fail to comply with any term, provision, or covenant of this Agreement, and shall fail to cure same within thirty (30) days after receipt of written notice from the City specifying the nature of such failure to comply; provided that if such default is of a nature that it cannot be cured within such 30-day period, then Carriage shall not be deemed to be in default hereunder if Carriage commences to cure such default within such 30-day period and thereafter pursues the cure with reasonable diligence.

(2) Carriage shall make an assignment for the benefit of creditors.

(3) Carriage shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Carriage shall be adjudged bankrupt or insolvent in proceedings filed against Carriage thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law. This Agreement is and shall be construed as a lease of "nonresidential real property" as such term is used in Sections 365(d)(3) & (4) of the Bankruptcy Code.

(4) A receiver or trustee shall be appointed for all or substantially all of the assets of Carriage and that receivership shall not be terminated or stayed within sixty (60) days after such appointment.

B. By Carriage if the City shall fail to comply with any term, provision, or covenant of this Agreement, and shall fail to cure same within thirty (30) days after receipt of written notice from Carriage specifying the nature of such failure to comply; provided that if such default is of a nature that it cannot be cured within such 30-day period, then the City shall not be deemed to be in default hereunder if the City commences to cure such default within such 30-day period and thereafter pursues the cure with reasonable diligence.

8.2. Procedure upon Termination. Upon the termination of this Agreement, whether upon expiration of the term hereof or upon early termination as described in Section 8.1, effective on the first business day following the effective date of termination, Carriage's rights to the use and possession of the Cemetery System shall cease, and the parties shall cooperate with one another for the transition of Carriage's operation and management of the Cemetery System from Carriage to the City. Promptly following such expiration or termination, Carriage shall execute and deliver an instrument terminating the memorandum of lease referred to in Section 4.1. The City shall be free to offer employment to any non-management employees of the Cemetery at the time of such termination. Any Equipment purchased or acquired by Carriage as described in Section 4.3 may be retained by Carriage, in which case the same shall be

promptly removed from the Cemetery Property. In addition, all accounts receivable then in existence shall similarly be transferred to the City, and all collections thereon shall thereafter be for the City's account; to the extent that Carriage thereafter receives any such collections, it shall account to the City for such collections on at least a monthly basis. All other assets and properties of the Cemetery, including Inventory and Books and Records, shall also be kept on the Cemetery Property and shall upon such termination be transferred to and owned by the City.

All Improvements shall be re-vested in the City in substantially the same condition as in existence on the date of this Agreement, excepting only (i) actual wear and tear from the reasonable or anticipated use thereof, (ii) deterioration or depreciation to or attributable to the elements or to lapse of time, (iii) casualty loss, subject to the availability of insurance proceeds therefor, and (iv) damage or destruction caused by the City, its agents, employees, contractors or invitees. Carriage shall retain all rights to its own names, trade dress and other proprietary rights ("Carriage Proprietary Rights"), but the right to the names and trademarks referred to in Section 5.5 shall remain the property of the City. Any stationary or other materials that contain Carriage Proprietary Rights may be removed from the Cemetery Property upon termination and, to the extent the same also contain such names and trademarks of the City, shall be destroyed by Carriage. The City shall not thereafter have the right to use any Carriage Proprietary Rights.

8.3. Investment Reimbursement Fee. Upon the expiration, non-renewal or termination of this Agreement for any reason (whether upon expiration of the initial or any renewal term without renewal by Carriage or the City, expiration of the final renewal term, or termination with or without cause hereunder by either party), the City shall pay Carriage an investment reimbursement fee equal to the sum of (i) 80% of the face value (full contract value) of the accounts receivables (where a payment has been made in the ninety (90) days prior to the expiration, non-renewal or termination of this Agreement for any reason) in an amount not to exceed EIGHT HUNDRED THOUSAND DOLLARS ($800,000) plus (ii) the amount of Carriage's actual investment cost in mausoleums, garden memorialization spaces, lawn crypts and other similar inventory items constructed by Carriage during the term hereof, which, as to each such item, shall be multiplied by a fraction, the numerator of which is the number of spaces unsold at such time and the denominator of which is the total number of spaces. Notwithstanding the foregoing, the amount under clause (ii) shall not be payable if termination is a result of Carriage's breach of this Agreement or abandonment of the Cemetery. Carriage shall calculate the amount of the investment reimbursement fee due hereunder and shall deliver such calculation to the City, which calculation shall be final and binding upon the parties unless the City objects within 30 days after receipt of such calculation. If the City so objects, the parties shall meet and in good faith attempt to resolve their differences, but if after 30 days any dispute remains, then the City and Carriage shall refer the dispute to a third party intermediary mutually chosen by them who has experience in calculations of this nature, who acting as an expert and not as an arbitrator, shall resolve such dispute and whose determination shall be binding upon the parties. Such investment reimbursement fee shall be payable in cash within ten days after the final determination of the amount thereof.

8.4. Attorneys' Fees. If, on account of a breach or default by either party hereto in the performance of any of such party's obligations hereunder, it shall become necessary for either party hereto to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, then the non-prevailing party shall pay to the prevailing party in any such action (including efforts to collect past due rentals) any reasonable amounts incurred by the prevailing party as attorneys' fees and court costs.

8.5. Relief by Termination. No termination of this Agreement, regardless of how such termination may be brought about or occur, by or insofar as it relates to or affects any party hereto, shall relieve any party hereto of any duties, obligations or liabilities which shall theretofore have accrued or become payable or performable by such party. Without limiting the generality of the foregoing, in case of any

termination under Section 8.1(a), the City shall be entitled to seek recovery for all damages and costs incurred by it as a result of such termination, including (as applicable) for any breach of this Agreement by Carriage, and any such damages and expenses so suffered by the City may be offset against the investment reimbursement fee due under Section 8.3.

9. ASSIGNMENT AND TRANSFER

9.1. Transfer by the City. The City may at any time transfer or assign, in whole or in part, any portion of the Cemetery System or its rights under this Agreement, subject to Carriage's rights hereunder.

9.2. Assignment or Sublease by Carriage. Carriage may not assign this Agreement or sublet the Cemetery System, or any part thereof, to any person other than Carriage Services, Inc. or another one of its subsidiaries or affiliates, unless Carriage has first received the consent of the City, which consent shall not be unreasonably withheld or delayed. In determining the reasonableness of the City's consent, there shall be taken into account the relative financial strength and management experience of Carriage and that of any proposed assignee or sub lessee. In no event shall any such assignment or sublease release Carriage from any obligation or liability hereunder unless such release is consented to in writing by the City, which consent shall not be unreasonably withheld or delayed.

10. INDEMNIFICATION

10.1. The City's Indemnification of Carriage. The City covenants and agrees that the City shall indemnify Carriage and hold Carriage harmless from and against all claims, demands, penalties, and liabilities for any damage or injury to persons, firms, entities or property suffered, sustained or incurred as a result of or in connection with or arising out of any act or omission of the City or its agents, employees, contractors, licensees and business invitees, prior to the date this Agreement began, including the cost of defending against such claims or demands. The City shall indemnify and save Carriage harmless from and against any and all suits, claims, and damages, of every kind and nature, including reasonable attorney's fees, by or on behalf of any person, firm, association, corporation or other entity arising out of or based upon any accident, injury or damage, however occurring, which shall happen prior to the date this Agreement begins on or about the Cemetery Property, and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Cemetery System which arose prior to the date this Agreement began, provided however, that the City does not hereby agree to indemnify Carriage from claims, demands, penalties or liabilities to the extent that same may result from any act or omission occurring after the date this Agreement begins, or any condition, maintenance, repair, alteration, use, occupation or operation of the Cemetery System in existence or which occurred after the date this Agreement began. In case of any action or proceeding on any such claim or demand being brought against Carriage, the City, upon notice from Carriage, covenants to control the defense of such action or proceeding, but if the City refuses to do so, the City shall reimburse Carriage for all reasonable costs which Carriage may incur in so doing. The City shall indemnify and save Carriage harmless from and against any and all suits, claims, and damages, of every kind and nature, including reasonable attorney's fees, by or on behalf of any person, firm, association, corporation or other entity arising out of or based upon any accident, injury or damage, however occurring, which was caused by the City or its agents, employees, contractors, licensees and business invitees, in connection with the occupation, use or enjoyment of the Cemetery System by Carriage during the term hereof, including the cost of defending against such claims or demands.

10.2. Carriage's Indemnification of the City. Carriage covenants and agrees that Carriage shall indemnify the City and hold the City harmless from and against all claims, demands, penalties and liabilities for any damage or injury to persons, firms, entities or property suffered, sustained or incurred as

a result of or in connection with or arising out of any act or omission of Carriage or its agents, employees, contractors, licensees and business invitees, in connection with the occupation, use or enjoyment of the Cemetery System by Carriage during the term hereof, including the cost of defending against such claims or demands. Carriage shall indemnify and save the City harmless from and against any and all suits, claims, and damages, of every kind and nature, including reasonable attorney's fees, by or on behalf of any person, firm, association, corporation or other entity arising out of or based upon any accident, injury or damage, however occurring, which shall happen during the term hereof on or about the Cemetery Property, and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Cemetery System which arose during the term hereof, provided however, that Carriage does not hereby agree to indemnify the City from claims, demands, penalties or liabilities to the extent that same may result from (i) the negligent act or omission of the City, its agents, servants, contractors or employees, or (ii) any act or omission occurring prior to the date this Agreement began, or any condition, maintenance, repair, alteration, use, occupation or operation of the Cemetery System in existence or which occurred prior to the date this Agreement began. In case of any action or proceeding on any such claim or demand being brought against the City, Carriage, upon notice from the City, covenants to control the defense of such action or proceeding, but if Carriage refuses to do so, Carriage shall reimburse the City for all reasonable costs which the City may incur in so doing.

10.3. Exculpation. Notwithstanding the foregoing provisions of this Article 10, (i) in no event shall the City's indemnification obligations under Section 10.1 for tort claims of the type covered by N.R.S. §41.035 exceed the amount of the limitations set forth in said statute, it being understood that the City's liability shall be limited as provided in said statute (or any successor statute); and (ii) in no event shall Carriage's indemnification obligations under Section 10.2 for claims of the type covered by the insurance required to be maintained by Carriage under Section 6.5 exceed the limits of such insurance, it being understood that Carriage's liability shall be limited to insurance proceeds available for any such claim (and for any deductible required to be paid by Carriage in connection therewith). The foregoing limitations to not apply to environmental indemnities described in Article 11.

11. ENVIRONMENTAL MATTERS

11.1. Representations, Covenants and Indemnities of the City. The City represents and warrants that.

A. No material spill, deposit, emission, leakage or other release of Hazardous Substances (hereinafter defined) on the Cemetery Property or the soil, surface water or groundwater thereof occurred prior to the date this Agreement began. The City shall be responsible to promptly and completely clean up any such material release caused by the City, its officers, employees, agents, contractors, prior tenants and invitees as shall have occurred on the Cemetery Property prior to commencement of the term hereof, and the City warrants that the Cemetery Property upon the date this Agreement began is free of any material contamination or other damage.

B. The City covenants and agrees to indemnify, defend and hold harmless Carriage from and against any suits, actions, legal or administrative proceedings, penalties, losses, injuries, demands, claims, liabilities, fines, damages, expenses or costs, including interest and attorneys' fees, incurred by, claimed or assessed against Carriage under any laws, rules, regulations, including, without limitation, Applicable Laws (as hereinafter defined), in any way connected with any injury to any person or damage to any property or any loss to Carriage occasioned in any way by Hazardous Substances on the Cemetery Property prior to the date this Agreement began. In no event shall the City be responsible to Carriage for any Hazardous Substances occurring on the Cemetery Property during the term hereof, unless caused by the City or its representatives.

C. This indemnity specifically includes the direct obligation of the City to perform any

remedial or other activities required, ordered or recommended of the City or as a result of the City's conduct, by any agency, government official or third party, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of pollution, however it came to be located thereon (the "Remedial Work"). The City shall perform all such work in its own name in accordance with Applicable Laws.

D. Without waiving its rights hereunder, Carriage may, at its option, perform such Remedial Work as described above, and thereafter seek reimbursement for the costs thereof, but only after written notice to the City and the City's failure or refusal to perform Remedial Work in the manner required herein.

E. Whenever Carriage has incurred costs described in this Section 11.1, the City shall, within ten (10) days of receipt of notice thereof, reimburse Carriage for all such expenses.

F. Without limiting its obligations under any other paragraph of this Agreement, the City shall be responsible solely and completely for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination on the Cemetery Property caused prior to commencement of the term hereof. The responsibility conferred under this Section 11.2 includes but is not limited to responding to such orders on behalf of Carriage and defending against any assertion of Carriage's financial responsibility or individual duty to perform under such orders.

11.2. Representations, Covenants and Indemnities of Carriage. Carriage represents and warrants that.

A. Carriage shall, at its sole cost and expense, promptly respond to and clean up any material release or threatened release which is caused by Carriage or Carriage's agents of any Hazardous Substance into the drainage systems, soil, surface water, groundwater, or atmosphere, in a safe manner, in accordance in all material respects with Applicable Law (as hereinafter defined), and as authorized or approved by all federal, state, and/or local agencies having authority to regulate the permitting, handling and clean-up of Hazardous Substances.

B. Carriage shall not use, store, generate, treat, transport, or dispose of any Hazardous Substance on the Cemetery Property, other than those substances and in such amounts used in the ordinary course of business and all in compliance in all material respects with applicable law.

D. Carriage covenants and agrees to indemnify, defend and hold harmless the City from and against any suits, actions, legal or administrative proceedings, penalties, losses, injuries, demands, claims, liabilities, fines, damages, expenses or costs, including interest and attorneys' fees, incurred by, claimed or assessed against the City under any laws, rules, regulations, including, without limitation, Applicable Laws, in any way connected with any injury to any person or damage to any property or any loss to the City occasioned in any way by Hazardous Substances on the Cemetery Property based upon solely Carriage's discharge of such Hazardous Substances on the Cemetery Property. In no event shall Carriage be responsible for any Hazardous Substances on the Cemetery Property on or before the commencement of the term hereof or caused by the City or its representatives, or occurring from other property.

E. This indemnity specifically includes the direct obligation of Carriage to perform Remedial Work. Carriage shall perform all such work in its own name in accordance with Applicable Laws.

F. Without waiving its rights hereunder, the City may, at its option, perform such Remedial Work as described above, and thereafter seek reimbursement for the costs thereof, but only after written notice to Carriage and Carriage's failure or refusal to perform Remedial Work in the manner required herein.

G. Whenever the City has incurred costs described in this Section 11.2, Carriage shall, within ten (10) days of receipt of notice thereof, reimburse the City for all such expenses.

H. Without limiting its obligations under any other paragraph of this Agreement, Carriage shall be responsible solely and completely for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination on the Cemetery Property caused by Carriage's operations. The responsibility conferred under this Section 11.2 includes but is not limited to responding to such orders on behalf of the City and defending against any assertion of the City's financial responsibility or individual duty to perform under such orders.

11.4. Resolution of Disputes. If the City or Carriage asserts any claim under this Article 11 relating to the environmental condition of the Cemetery System and there exists any good faith dispute regarding the merits or amount of such claim, then the parties shall meet in person and attempt in good faith to resolve any dispute between them. If they are unable to resolve any such dispute within 30 days after the dispute first arose, then the parties shall refer the dispute to an independent qualified environmental engineer for purposes of determining the nature and cause of any environmental damage which is the subject of the dispute, as well as when and how such damage occurred, in order to assess the parties' respective responsibility hereunder for such damage. The fact that such engineer conducted any site assessment under Section 11.3, or that such engineer has previously performed work for either party, does not disqualify such engineer for purposes of this Section 11.4. Any such determination of such engineer under this Section 11.4 shall be final and binding on the parties.

11.5. Environmental Definitions. For purposes of this Article 11.

A. "Hazardous Substance(s)" shall mean any substance which at any time during the Term or at any time thereafter shall be listed as "hazardous" or "toxic" under any Applicable Laws, or which has been or shall be determined at any time by any agency or court during the Term or at any time thereafter to be a hazardous or toxic substance regulated under any other Applicable Laws.

B. "Applicable Law(s)" shall include, but shall not be limited to the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, RCRA, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., the Clean Air Act, 421 U.S.C. §§ 7401 et seq., as amended, and the regulations promulgated thereunder, and any other federal, state and/or local laws or regulations, whether enacted or promulgated, that currently in existence or hereafter govern or relate to.

(1). The existence, cleanup and/or remedy of contamination of property;

(2). The protection of the environment from spilled, deposited or otherwise placed contamination;

(3). The control of hazardous or toxic substances or wastes; or

(4). The use, generation, discharge, transportation, treatment, removal or recovery of hazardous or toxic substances or wastes, including building materials.

12. NOTICES

12.1. Any notice, communication, request, reply or advice (hereinafter severally and collectively, for convenience, called "Notice") in this instrument provided or permitted to be given, made or accepted by either party to the other must be in writing and may, unless otherwise in this instrument expressly provided, be given or be served by depositing the same with the United States Postal Service, postpaid

and in registered or certified form and addressed to the party to be notified, with return receipt requested, or if the party or parties to be notified is incorporated, to an officer of such party.

Notice given in such a manner shall be deemed to be effective when deposited with the United States Postal Service. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows.

If to the City, to:

Attn. Real Estate Administrator
Development Service Center
833 North Rancho Drive 8th Floor
Las Vegas, Nevada 89106

If to Carriage, to:

Carriage Municipal Cemetery Services of Nevada, Inc.
c/o Carriage Services, Inc.
Attn. Legal
3040 Post Oak Blvd., Suite 300
Houston, Texas 77056

However, the Parties and their respective heirs, successors, legal representatives and assigns shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address, by at least ten (10) days' written notice to the other party.

13. MISCELLANEOUS

13.1. Entire Contract; Amendments; Waiver. This Agreement embodies the entire contract between the Parties relative to the subject matter hereof. No variations, modifications or amendments of this Agreement shall be binding upon any party hereto unless executed by it or by a duly authorized officer or a duly authorized agent of the particular party. No waiver or waivers of any breach or default or breaches or defaults by either party of any term, condition or liability or of performance by the other party of any duty or obligation hereunder shall be deemed a waiver thereof or of any thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver or waivers of subsequent breaches or defaults of any kind, character or description under any circumstances.

13.2. City Representative. Whenever this Agreement expressly provides for approval by the City, such approval may conclusively be evidenced by a written instrument signed by or on behalf of the City Manager, until such time as Carriage has received written notice from an authorized representative of the City that the City's Council has adopted a resolution changing the designated representative of the City for such purpose.

13.3. Interpretation. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Agreement any words of obligations

or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Agreement shall not be construed either for or against either party hereto, but this Agreement shall be interpreted in accordance with the general tenor of its language.

13.4. Captions or Headings. The captions, notes or titles appearing in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision, or provisions hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

13.5. Real Right and Covenant. This Agreement shall constitute a real right and covenant running with the Cemetery System, and this Agreement and all of its terms and provisions shall be binding upon the successors, assigns and legal representatives of Carriage; and whenever in this Agreement a reference to either of the parties hereto is made, such reference shall be deemed to include, wherever applicable, a reference to the heirs, executors, administrators, successors and permitted assigns of said parties.

13.6. No Agency. It is not the intention of the Parties to create under any circumstances, a partnership, a relationship of master-servant or principal-agent. The rights, duties, obligations, and liabilities of the City and Carriage are separate and not joint or collective, and nothing herein shall ever be construed to create a partnership or relationship of master-servant or principal-agent under the laws of the State of Nevada or any other state.

13.7. Force Majeure. It is understood and agreed by the City and Carriage 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 other viral outbreaks, government mandated quarantine, 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, provided, however, that the foregoing shall not be deemed to excuse or delay the payment of money pursuant to any provision of this Agreement.

13.8. Severability. Should any portion of this Agreement be found invalid for any reason the remainder of this Agreement shall remain in full force and effect.

13.9. Commission. Neither the City nor Carriage has contracted for the payment of any real estate commission or any other fees with respect to this Agreement and each party hereto agrees to indemnify and hold harmless the other party from and against all costs and expenses, including court costs and reasonable attorneys' fees, arising out of or related to any claim, demand or cause of action made or asserted by any real estate agent, broker or salesman claiming by, through or under the indemnifying party.

13.10. Non-Discrimination. Carriage promises, and it is a condition to the continuance of this Agreement, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, creed, national origin, ancestry, or any other legally protected status in the leasing, subleasing, transferring, occupancy, tenure or use of the Cemetery or any portion thereof. In connection with the performance under this Agreement, Carriage 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. In accordance with the Immigration Reform and Control Act of 1986, Carriage agrees that it will not employ unauthorized aliens in the performance of this Agreement.

13.11. Partial Invalidity. If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement 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 Agreement from being void should a provision which is of the essence of this Agreement be determined void.

13.12. Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the courts located in or with jurisdiction over the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. The Parties hereby waive 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 Agreement, the relationship of the Parties, Carriage's use or occupancy of the Cemetery, and/or any claim of injury or damage.

13.13. Recordation. This Agreement shall not be recorded.

13.14. Authorization. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this Agreement on their respective behalves to do so.

13.15. Third Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Agreement.

13.16. Expenses. Except as otherwise provided in this Agreement, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, the fees and expenses of each party's legal counsel.

13.17. Further Assurances. Each party hereto shall, from time to time after the execution of this Agreement, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Agreement without undue delay.

13.18. Non-Appropriation. Carriage acknowledge that the other party is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then the City shall have the right to terminate this Agreement at any time after written notice to Carriage of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

13.19. Official, Agent, and Employees of the City Not Personally Liable. It is agreed by and between the Parties, 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 Agreement.

13.20. Conflict of Interest (City Officials)

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 Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

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

13.21. Public Records. 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 Agreement and all supporting documents are deemed to be public records.

13.22. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party hereto to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, 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

Attest:

Date of City Council Approval: _____

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Ridilla 4/27/2020

John S. Ridilla Date

Chief Deputy City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

CARRIAGE MUNICIPAL CEMETERY SERVICES OF NEVADA, INC.

By: _____

Printed Name: PAUL ELLIOTT

Title: REGIONAL PARTNER, SVP

Date: 4-27-2020

EXHIBIT A

CEMETERY PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH HALF (N l/2) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 6 I EAST, M.D.B., CLARK COUNTY NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE EAST 2640.00 FEET ALONG THE NORTH LINE OF SAID SECTION 26; THENCE SOUTH 760.0 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 26; THENCE WEST 2640.0 FEET PARALLEL TO SAID NORTH LINE OF SAID SECTION 26 TO A POINT ON THE WEST LINE OF SAID SECTION 26, DISTANT SOUTH THEREON

760.0 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 760.0 FEET ALONG SAID WEST LINE

OF SAID SECTION 26 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE TWO CERTAIN PARCELS OF LAND CONVEYED TO THE CITY OF LAS VEGAS BY DEEDS RECORDED IN .BOOK 3, PAGE 345 AND BOOK 31, PAGE 383 OF DEEDS, RECORDS OF SAID COUNTY, AND

EXCEPTING THEREFROM THE NORTHERLY 30 FEET THEREOF CONVEYED TO THE CITY OF LAS VEGAS BY EASEMENT FOR ROADWAY PURPOSES, DATED JANUARY 26, 1948, AND RECORDED MARCH 3 I, 1948, AS DOCUMENT NO. 281712 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND

EXCEPTING THEREFROM THE WESTERLY PORTION THEREOF CONVEYED TO THE STATE OF NEVADA FOR ROAD PURPOSES BY DEED, DATED FEBRUARY 18, 1936, AND RECORDED JULY 8, 1936, IN BOOK 22 OF DEEDS, PAGE 433, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND

EXCEPTING AND RESERVING TO SAID LAS VEGAS LAND AND WATER COMPANY, ITS SUCCESSORS, GRANTEES OR ASSIGNS:

"FIRST: ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO THE FIRST PARTY, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE LANDS HEREBY CONVEYED, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY THE SECOND PARTY, ITS SUCCESSORS OR ASSIGNS.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
21

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

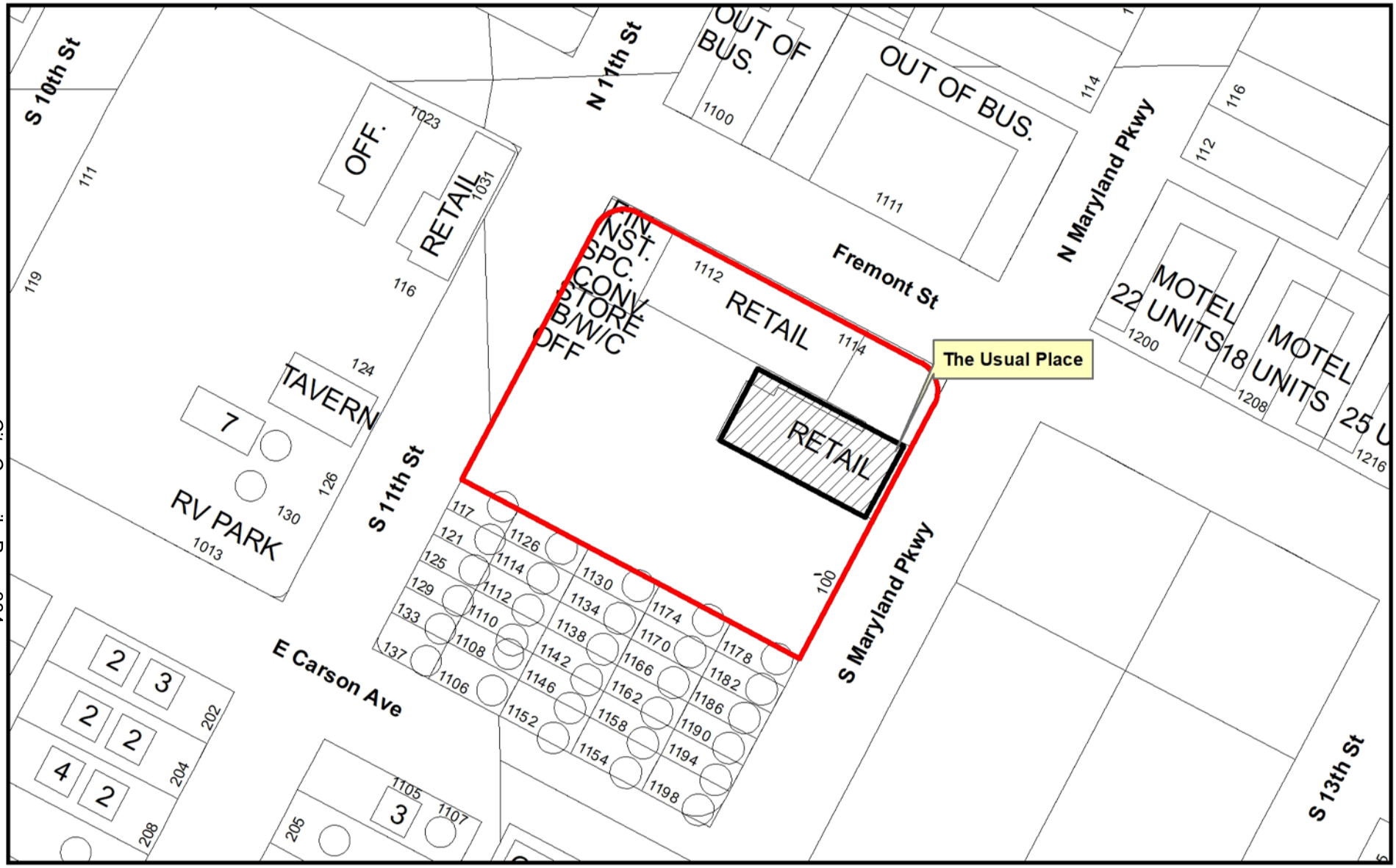
SUBJECT:
For possible action to approve a Tavern-Limited License for THE USUAL PLACE, LLC dba THE USUAL PLACE at 100 South Maryland Parkway, Suite #110 [David John Charron, Managing Member] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern-Limited License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map
2. Submitted at Meeting - Signed Review of Declaration of Emergency for COVID-19 - Directive 003 from David Charron Submitted by Staff



City Council - Page 384

The Usual Place

100 South Maryland Parkway, Suite #110

Ward 3

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, April 2, 2020

To City of Las Vegas Business Licensing:

I have reviewed the Declaration of Emergency for COVID-19 – Directive 003. I understand that under this declaration I would not be able to conduct business under this license until that emergency declaration is rescinded or lifted.

4-8-2020

Signature

David Charron, Managing Member

The Usual Place LLC dba The Usual Place

AGENDA ITEM #21

Submitted at City Council

Date 5/6/20 Item 21

By: Staff

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
22

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Tavern-Limited License for MY LITTLE BUTTERCUP, LLC dba LUCKY DAY at 516 Fremont Street - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern-Limited License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map
3. Submitted at Meeting - Signed Review of Declaration of Emergency for COVID-19 - Directive 003 from Ryan Doherty Submitted by Staff

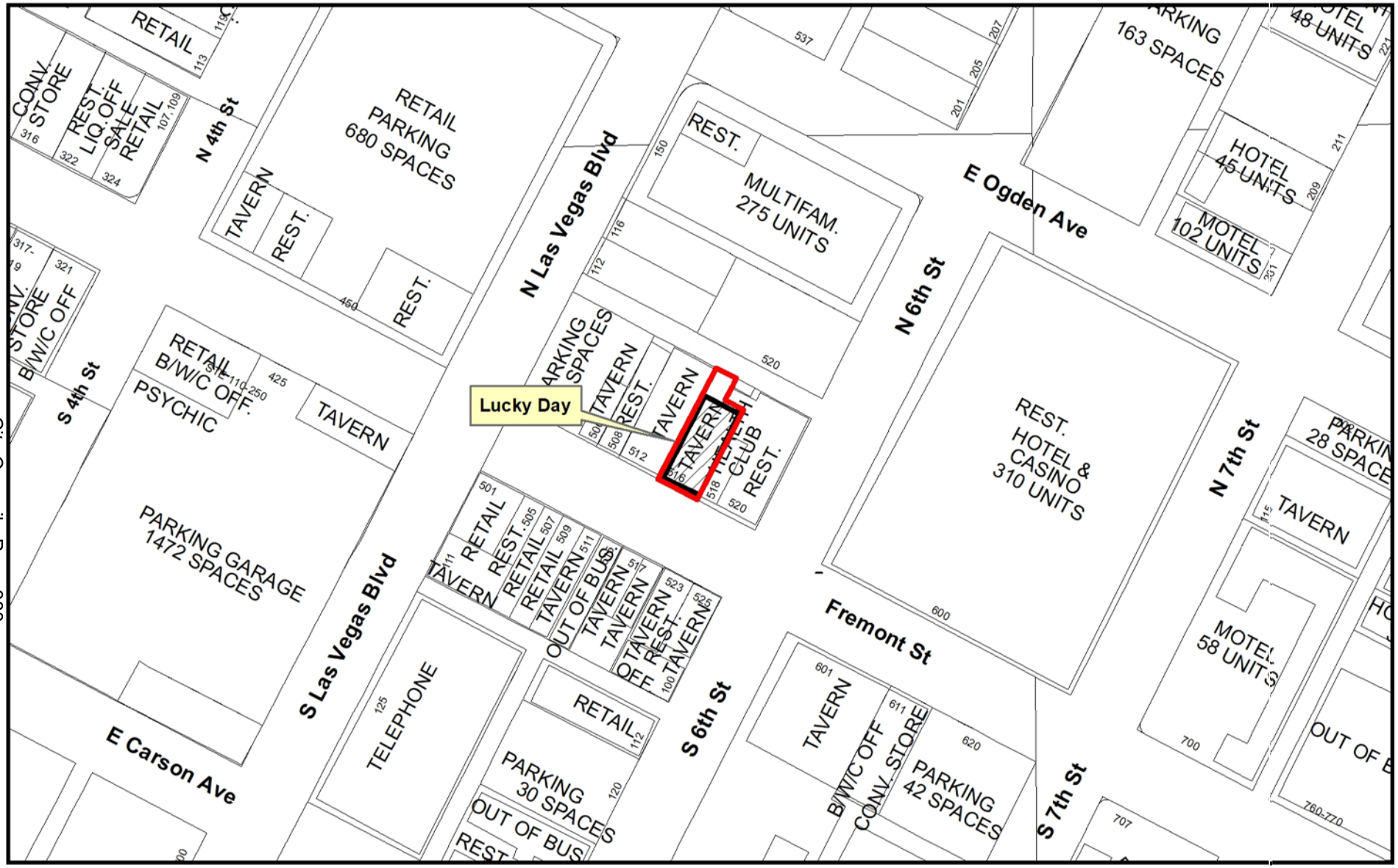
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Tavern-Limited License for MY LITTLE BUTTERCUP, LLC dba LUCKY DAY at 516 Fremont Street - Ward 3 (Diaz)

OWNERSHIP:

MY LITTLE BUTTERCUP, LLC
Ryan Doherty, Managing Member
Kasvot Vaxt, LLC, Member
Ryan Doherty, Managing Member
Waldmon, Inc., Member
David Brown, President, Secretary, Treasurer, Director, Shareholder
Armenco Capital, LLC, Member
Armen Yemenidjian, Managing Member
The Yemenidjian Living Trust, Member
Alejandro Yemenidjian, Trustee
Awsom Associates, Member
Marjorie Sommer, Manager
Robert Sommer, Managing Member
David Robins, Member
John Lagrone, Member
Alex Chen, Member
Michael Parks, Member
Lenny Barshack, Member
David Brown, Member
Bradley Nolte, Member



City Council - Page 388

Lucky Day

516 Fremont Street

Ward 3

Freeways

Subject Property

City Limits

Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, April 2, 2020

To City of Las Vegas Business Licensing:

I have reviewed the Declaration of Emergency for COVID-19 – Directive 003. I understand that under this declaration I would not be able to conduct business under this license until that emergency declaration is rescinded or lifted.



Signature

Ryan Doherty, Managing Member

My Little Buttercup LLC dba Lucky Day

AGENDA ITEM #22

Submitted at City Council

Date 5/6/20 Item 22

By: Staff

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

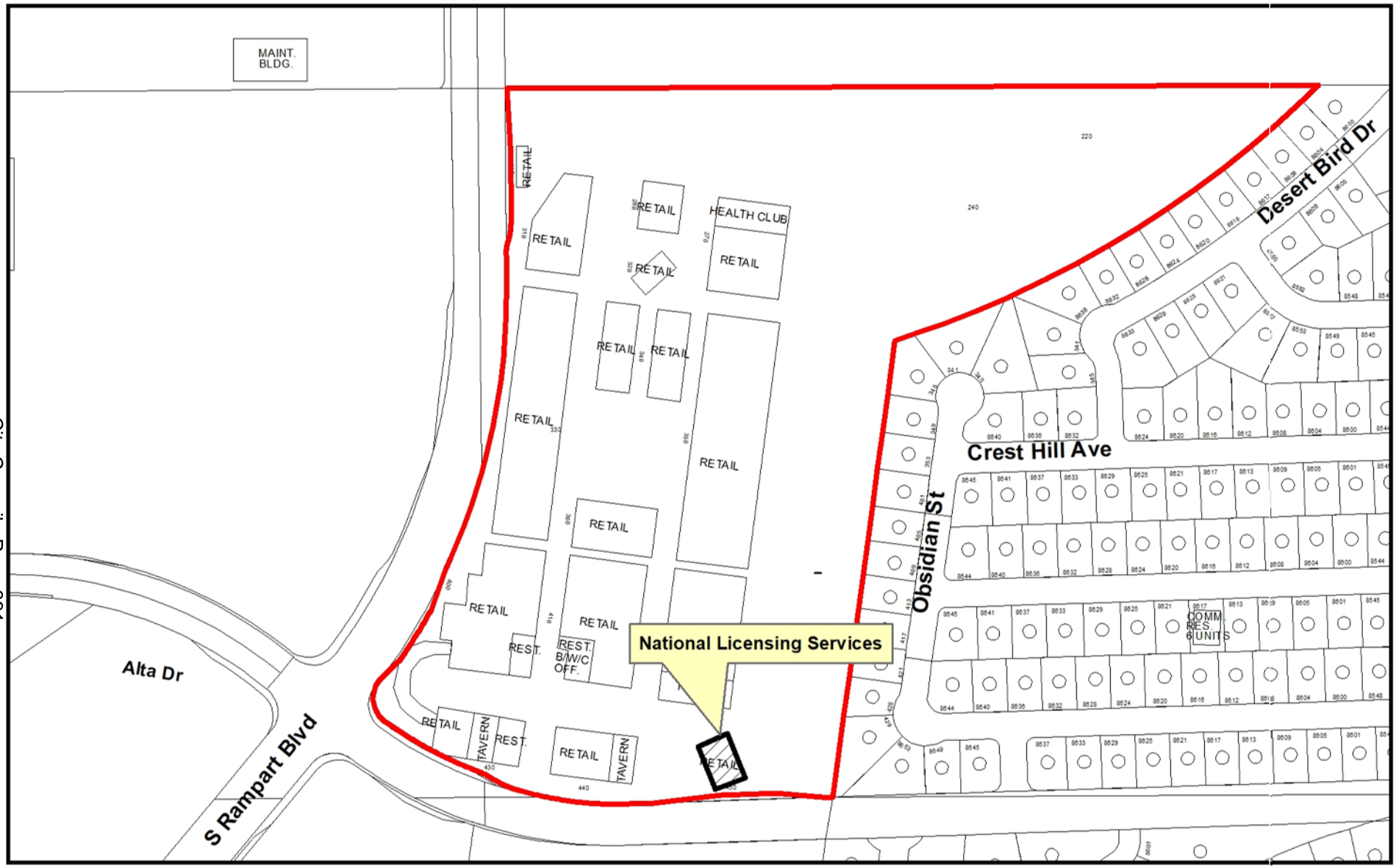
SUBJECT:
For possible action to approve a Non-Operational Restaurant with Alcohol License for a Change of Ownership FROM: PKWY SUMMERLIN, LLC TO: CSI: ADVANCED SCREENING SERVICES, LLC dba NATIONAL LICENSING SERVICES at 450 South Rampart Boulevard, Suite #120 [Serina Choi, Managing Member] - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Non-Operational Restaurant with Alcohol License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



National Licensing Services

450 South Rampart Boulevard, Suite #120

Ward 2

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, April 2, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Beer Wine Room License for CARLOS ALBERTO YERO LECHUA AND OMAR HERNANDEZ-TEJEDA dba GUAMA & HATUEY CIGAR at 624 South Las Vegas Boulevard - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer Wine Room License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map
3. Submitted at Meeting - Signed Review of Declaration of Emergency for COVID-19 - Directive 003 from Carlos Alberto Yero Lechuga Submitted by Staff

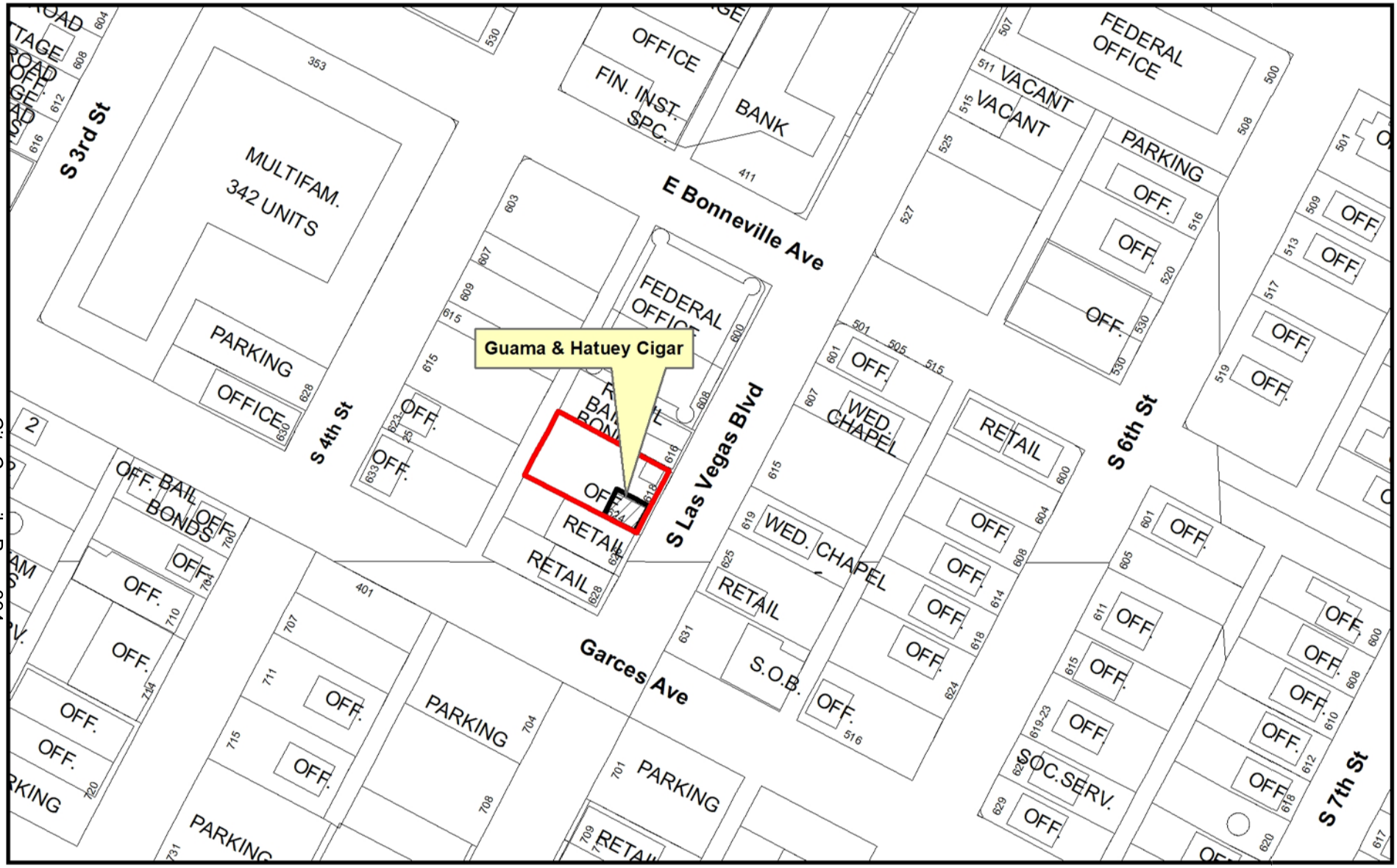
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Beer Wine Room License for CARLOS ALBERTO YERO LECHUA AND OMAR HERNANDEZ-TEJEDA dba GUAMA & HATUEY CIGAR at 624 South Las Vegas Boulevard - Ward 3 (Diaz)

OWNERSHIP:

CARLOS ALBERTO YERO LECHUA AND OMAR HERNANDEZ-TEJEDA
Carlos Alberto Yero Lechua, Partner
Omar Hernandez-Tejeda, Partner



Guama & Hatuey Cigar
624 South Las Vegas Boulevard
Ward 3

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, April 2, 2020

To City of Las Vegas Business Licensing:

I have reviewed the Declaration of Emergency for COVID-19 – Directive 003. I understand that under this declaration I would not be able to conduct business under this license until that emergency declaration is rescinded or lifted.

Signature

Carlos Alberto Yero Lechua

Print Name, Relationship to Business Owner / President

Carlos Alberto Yero Lechua and Omar Hernandez-Tejeda dba Guama & Hatuey Cigar

AGENDA ITEM #24
Submitted at City Council
Date 5/6/20 Item 24
By: Staff

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
25

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Agreement No. 136283-A between the City of Las Vegas (CLV) and the Las Vegas Valley Water District (District) for the construction of water facilities including the installation of a water pipeline and appurtenances in conjunction with the 7th Street - Bridger Avenue to Stewart Avenue Project - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The CLV and the District agree that it is beneficial to include the water facilities within the construction phase of the CLV's project and the CLV will perform the construction and construction management of the water facilities so long as the District pays for all costs and expenses associated with the construction management of the water facilities as stated in this Interlocal Agreement No. 136283-A.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement No. 136283-A
2. Exhibit A
3. Exhibit B
4. Exhibit C

INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION OF WATER FACILITIES FOR THE
CLV 7th STREET – BRIDGER AVENUE TO STEWART AVENUE PROJECT

This INTERLOCAL AGREEMENT, is made by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada (the "District"), and the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"). The City and the District are sometimes collectively referred to herein as the "Parties." The "Effective Date" is the date of the last signature on this Agreement.

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes Chapter 277.180;

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada;

WHEREAS, the City is designing and constructing a project known as "CLV 7th Street – Bridger Avenue to Stewart Avenue" (the "City Project") and said City Project contains the area of 7th Street between Bridger Avenue to Stewart Avenue as generally depicted on Exhibit "A";

WHEREAS, the District desires to install a water pipeline and appurtenances in conjunction with the City Project (the "Water Facilities") and said Water Facilities are generally depicted on Exhibit "B";

WHEREAS, the City has incorporated the design of the Water Facilities into the City Project;

WHEREAS, the District desires the City as part of the City Project, to construct and perform construction management for the construction of the Water Facilities;

WHEREAS, the District and the City have agreed that it is beneficial to include the Water Facilities with the construction phase of the City Project; and

WHEREAS, the City is willing and able to perform the construction and construction management of the Water Facilities so long as the District pays for all costs and expenses associated with the construction management of the Water Facilities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - COSTS

1. The Estimated Water Facilities Costs is defined as the sum of the Estimated Water Facilities Construction Cost and the Estimated Water Facilities Construction Management Cost, each as further detailed herein. The "Estimated Water Facilities Construction Cost" is defined as the design professional's estimated cost of construction of the Water Facilities, inclusive of a ten percent (10%) construction contingency (the "Estimated District Construction Contingency"). The "Estimated Water Facilities Construction Management Cost" is defined as ten percent (10%) of the Estimated Water Facilities Construction Cost. A summary of the Estimated Water Facilities Costs attached hereto as Exhibit "C".

2. Within seven (7) calendar days of identification of the apparently low construction bid, the City shall transmit the construction bid tabulations for all bidders (the "Bid Tabulation") to the District, including identification of the apparent overall low bid contractor (the "Water Facilities Construction Cost"). The District acknowledges that the apparent low bid contractor for the City Project may not result in the lowest cost to the District for the Water Facilities. Within fourteen (14) calendar days after receipt of the Bid

Tabulation, the District shall provide written acceptance or rejection of the Water Facilities Construction Cost. If the District rejects the Water Facilities Construction Cost, the District shall provide a written explanation for said rejection that is consistent with Nevada law. If the District accepts the Water Facilities Construction Cost, and no later than thirty (30) days after award of the construction contract by the Las Vegas City Council, the District shall pay the City the full amount of the Water Facilities Construction Cost and an additional ten percent (10%) of the Water Facilities Construction Cost for a construction contingency (the "District Construction Contingency") and an additional ten percent (10%) of the Water Facilities Construction Cost for the Water Facilities Construction Management Cost. The District Construction Contingency amount may be used by the City, after consultation with the District, for any costs and expenses associated with the Water Facilities construction. Any City expenditure of the District Construction Contingency shall include an additional ten percent (10%) for Water Facilities Construction Management Cost. If the City uses any of the District Construction Contingency and the District Construction Contingency is depleted to an amount less than two and one-half percent (2.5%) of Water Facilities Construction Cost, then the District shall within thirty (30) calendar days of receipt of notification from the City replenish the District Construction Contingency to the amount of ten percent (10%) of the Water Facilities Construction Cost. If the City needs monies from the District Construction Contingency amount and the District Construction Contingency amount is insufficient, the District will pay to the City the excess amount as documented by the City and the District must also replenish the District Construction Contingency amount to ten percent (10%) of the Water Facilities Construction Cost within thirty (30) calendar days of receipt of invoice by the City.

ARTICLE II - DISTRICT AGREES

1. The District shall, at its sole cost and expense, obtain any and all permits of any kind, including any Nevada Department of Environmental Protection permits, approvals, or clearances, required for the Water Facilities including those requested by the City acting in its regulatory capacity.

2. The District shall acquire, at the District's sole cost and expense, all the necessary property rights for the Water Facilities.

3. At no cost to the City, District shall provide inspection services on the City Project for the Water Facilities and to promptly report any construction deficiencies to the City's designated representative. When required due to the construction of the Water Facilities, the District shall have construction inspectors on-site while the Water Facilities work is being performed by the construction contractor.

4. The District will review, comment, and approve in writing Water Facilities requests for information ("RFIs"), manufacturer certifications, installation instructions, shop drawings, contractor submittals, and any substantial changes to the Water Facilities plans and specifications. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of RFIs, manufacturer certifications, installation instruction, shop drawings, and contractor submittals. If the District does not respond within the fourteen (14) calendar days, the aforementioned shall be deemed approved by the District.

5. If the District causes and/or requests additions and/or changes to the Water Facilities after award of the City Project and if the City determines the proposed District's additions and/or changes are acceptable, all costs including but not limited to the design, construction, and construction management costs associated therewith will be borne solely by the District. The Parties acknowledge that additional costs may require approve of the District's governing board.

6. The District will review, comment, and approve in writing Water Facilities change orders. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of change orders. If the District does not respond within the fourteen (14) calendar days, the

change order shall be deemed approved by the District. For those change orders that require District governing body approval, the District agrees to initiate the approval process within seven (7) calendar days of acceptance of the change order request by the District. If the District's governing body fails to approve additional funding as requested by the City, then the District is excused from its obligations pursuant to this Agreement as they relate to the Water Facilities and the District agrees it will pay the City all costs and expenses related to, arising out of, or attributed to any completed work related to the Water Facilities and any other costs and expenses associated with the termination of said work.

ARTICLE III - CITY AGREES

1. The City shall advertise and award the City Project including the Water Facilities in a manner consistent with Nevada Revised Statutes Chapter 338 requirements.

2. The City shall oversee the construction of the City Project including the Water Facilities in accordance with the plans as approved by the City and the District, and to cause the contractor to schedule District inspection for all Water Facilities work.

3. The City shall allow the District to observe, review, and inspect the construction of the Water Facilities.

4. The City shall provide the District with copies of all City contractor pay applications involving the Water Facilities. The District shall provide a written response approving or rejecting, including an explanation for rejection that complies with Nevada Revised Statutes Chapter 338, the pay application within fourteen (14) calendar days. If the District does not respond within the fourteen (14) calendar days, the contractor's pay request shall be deemed approved by the City. Notwithstanding the above, the City may proceed to make payment to the City's contractor in the amount of the pay request if it's in the best interests of the City and/or the City Project and the City and District will work together to address the dispute.

5. The City shall enforce any warranties related to the defective construction of the Water Facilities. The District shall promptly notify the City of any construction defects during the warranty period (one (1) year after acceptance of the Water Facilities by the District). The City agrees if necessary to assign to the District, upon approval of separate agreement with the District, all or a portion of rights, interests, causes of action, claims, whenever they may arise, against the City's contractor and/or its surety, relating to or arising out of the construction of the Water Facilities including but not limited to workmanship, delays, construction, repairs, and/or replacement.

6. The City shall provide to District, at the City's sole cost and expense, final record drawings for the Water Facilities in 300 DPI Adobe Portable Document Format.

7. Within sixty (60) days after the City's final payment to the Contractor, the City shall return to the District any funds advanced by the District for the Water Facilities which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction.

ARTICLE IV - IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

2. The term of this Agreement shall be from the Effective Date until completion of construction of the Project (when the City has issued notice of final completion of the City Project), and the City Project including the Water Facilities have been closed out and City has received all payments from the District, unless this Agreement is terminated as provided herein.

3. The Parties shall exercise any rights that either Party may have against any utility company or other Party to require relocation of their utility facilities to facilitate construction of the City Project including the Water Facilities.

4. The Water Facilities installed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District. After the District's acceptance, the District shall be responsible for the maintenance of the said Water Facilities.

5. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address for such Party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either Party hereto may change its address by giving fourteen (14) calendar days advance notice to the other Party as provided herein. Phone, e-mail and fax numbers, if listed, are for information only.

To District: Las Vegas Valley Water District
ATTN: Doa Meade, P.E., Director of Infrastructure Management
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 258-3976
Email: doa.meade@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: Michael Dishari, P.E.
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 258-3186
Email: michael.dishari@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: General Counsel
1001 South Valley View Boulevard, MS 475
Las Vegas, Nevada 89153
generalcounsel@lvvwd.com

To City: City of Las Vegas
ATTN: Mike Janssen, P.E., Director of Public Works
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-6276

with copy to: City of Las Vegas
ATTN: Randy McConnell
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-2186
Email: rmcconnell@lasvegasnevada.gov

6. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

7. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.

8. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

9. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. The City may at any time terminate this Agreement upon the giving of ten (10) calendar days written notice to the District if the City solely determines that (a) the Water Facilities plans are insufficient or (b) the District has not obtained all necessary property rights for the Water Facilities or (c) the District has not caused the utilities to be timely relocated or (d) the District fails to timely provide the monies required herein or (e) the District in any way breaches this Agreement. Prior to terminating this Agreement, the City shall provide a written notice of said default and provide the District a minimum thirty (30) calendar day cure period. The District agrees to pay all documented costs and expenses associated with, arising out of, or related to the termination of this Agreement pursuant to this Section.

The City may also terminate this Agreement upon receipt of thirty (30) days written notice to the District if the City in its sole determination determines that there are not sufficient funds to continue with the construction of the Water Facilities or the Las Vegas City Council determines that the City Project is not in the best interest of the City.

Upon any termination by the City, the City shall return to the District within thirty (30) calendar days after termination any funds which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction.

11. The Parties do not waive and intend to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

15. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement and consistent with the provisions of Nevada Revised Statues Chapter 339.

16. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

19. Notwithstanding any other provisions of this Agreement, the City is not obligated to construct the Water Facilities if the City elects not to construct the City Project, or any portion of the City Project, then the City is not obligated to construct the Water Facilities.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by their respective duly authorized representatives as of the day and year last entered below.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LuAnn D. Holmes, City Clerk Date

APPROVED AS TO FORM:

John S. Ridilla Digitally signed by John S. Ridilla Date: 2020.04.09 08:45:52 -07'00'

John S. Ridilla Date
Deputy City Attorney

LAS VEGAS VALLEY WATER DISTRICT

Marilyn Kirkpatrick, President Date
Board of Directors

APPROVED AS TO FORM:

Laura Ellen Browning Digitally signed by Laura Ellen Browning Date: 2020.04.01 10:53:55 -07'00'

Gregory J. Walch Date
General Counsel

EXHIBIT A
CITY PROJECT AREA

CLV 7th STREET – BRIDGER AVENUE TO STEWART AVENUE
DISTRICT PROJECT NO. 136283

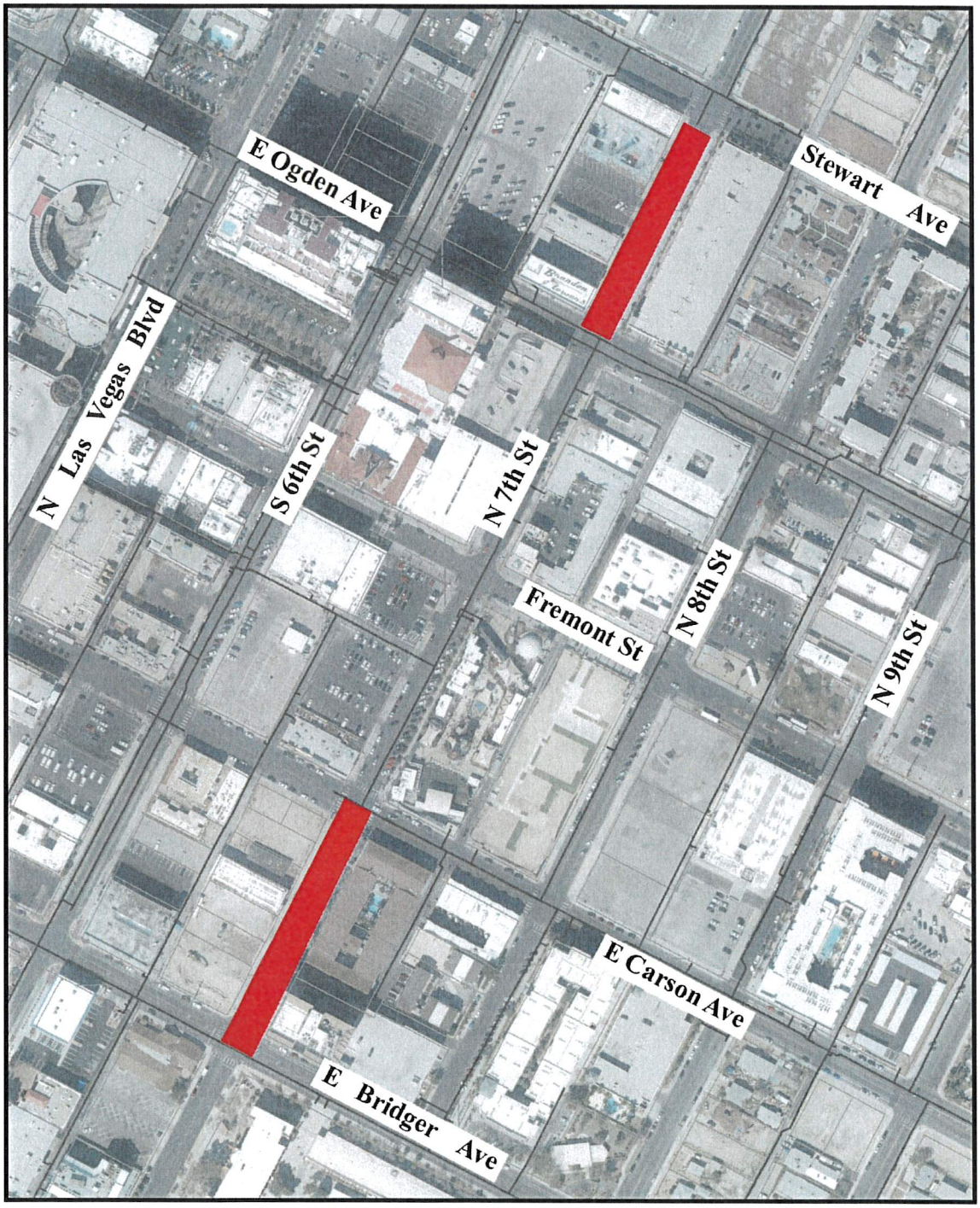


EXHIBIT B
WATER FACILITIES

CLV 7th STREET – BRIDGER AVENUE TO STEWART AVENUE
DISTRICT PROJECT NO. 136283

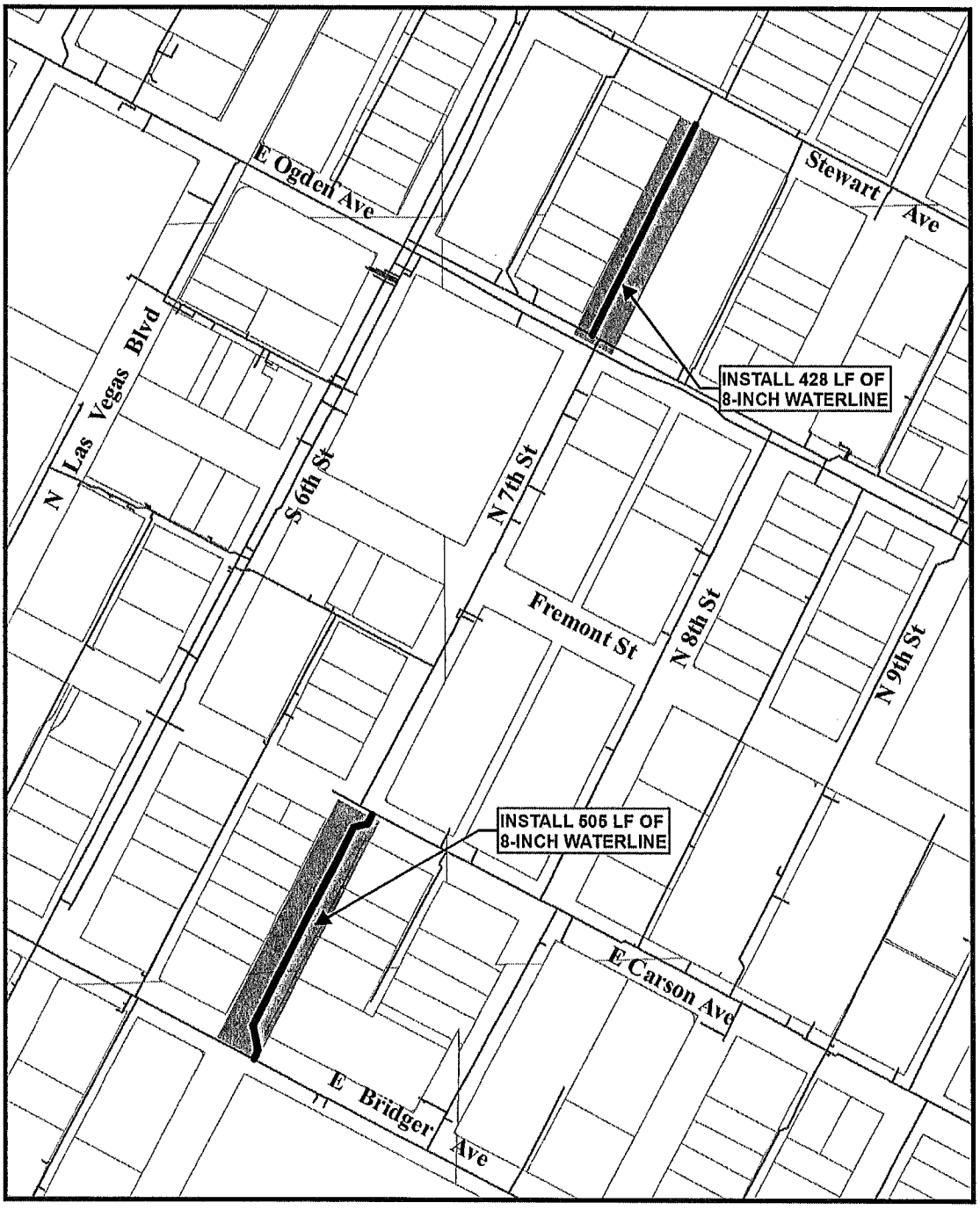


EXHIBIT C

SUMMARY OF
ESTIMATED WATER FACILITIES COSTS

DESCRIPTION	COSTS
COST OF CONSTRUCTION:	
Estimated Water Facilities Construction Cost	$334,750
Construction Management of Water Facilities *(Ten Percent of Estimated Water Facilities Construction Cost)*	$33,475
Cost of Construction Subtotal:	$368,225
COST OF CONTINGENCY:	
Water Facilities Contingency *(Ten Percent of Estimated Water Facilities Construction Cost)*	$33,475
Construction Management Contingency *(Ten Percent of Water Facilities Contingency)*	$3,348
Cost of Contingency Subtotal:	$36,823
TOTAL AGREED UPON AMOUNT:	$405,048

EXHIBIT A
CITY PROJECT AREA

CLV 7th STREET – BRIDGER AVENUE TO STEWART AVENUE
DISTRICT PROJECT NO. 136283

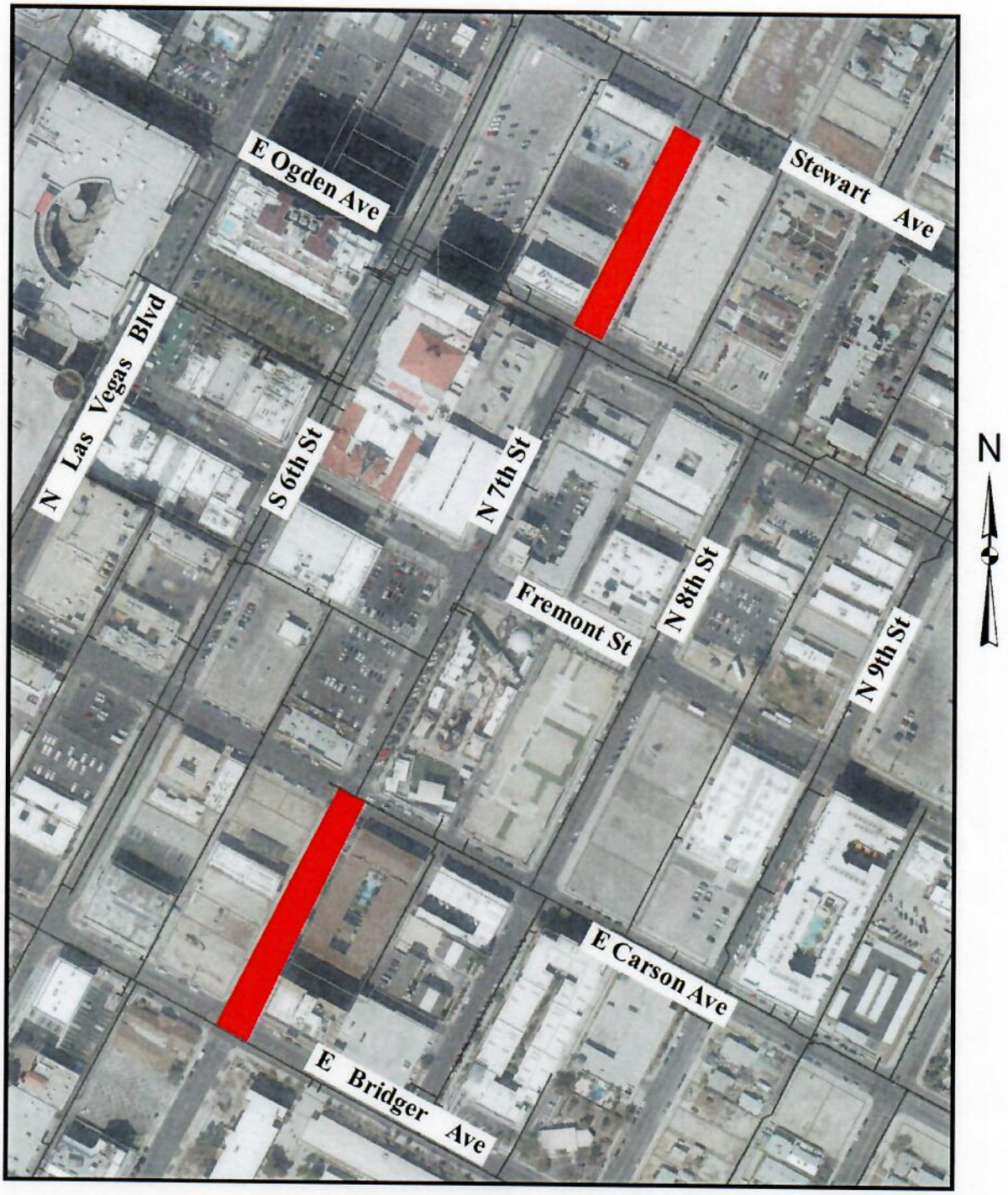
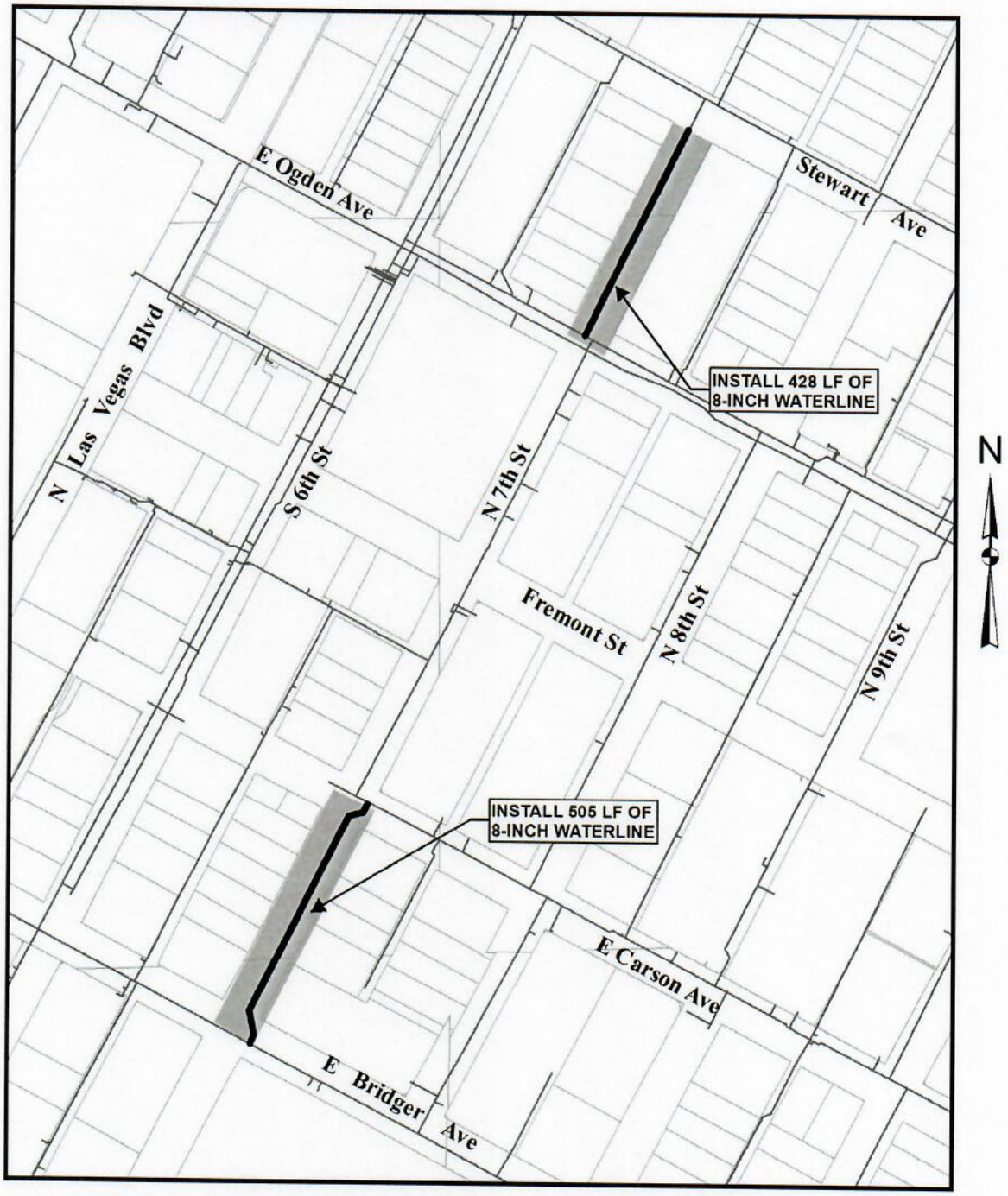


EXHIBIT B
WATER FACILITIES

CLV 7th STREET – BRIDGER AVENUE TO STEWART AVENUE
DISTRICT PROJECT NO. 136283



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Cost of Contingency Subtotal:	$36,823
TOTAL AGREED UPON AMOUNT:	$405,048

AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
26

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1172 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering for the Imperial Avenue, Commerce Street to 3rd Street Project ($750,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $750,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding to commence engineering design services for the Imperial Avenue, Commerce Street to 3rd Street Project. The work shall include preliminary design, right-of-way evaluation, right-of-way acquisition, and final design. Specifically, these improvements may include curb, gutter, asphalt pavement, sidewalk, intersection improvements, pedestrian and bicycle safety upgrades, street trees, and any other appurtenant items necessary for a complete project. Total funding for the project from Fuel Revenue Indexing Extension funds shall not exceed $750,000. The RTC approved this contract at their March 12, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1172

DocuSign Envelope ID: B3580DC6-3E06-41C7-9E0E-971C29F58B8F

Contract #1172

INTERLOCAL CONTRACT
IMPERIAL AVENUE, COMMERCE STREET TO 3RD STREET

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of March, 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the CITY intends to design improvements to Imperial Avenue, Commerce Street to 3rd Street, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1172 applies to roadway improvements associated with the Imperial Avenue, Commerce Street to 3rd Street project. The improvements may include pavement, curb, gutter, sidewalks, traffic signal modifications, utility relocation, upgraded street lighting, Americans with Disabilities Act (ADA) improvements, complete street elements as feasible, street trees and landscape, and any other appurtenances necessary to construct a complete and functional project. The project limits are more specifically defined in Exhibit "A" which is hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $750,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $750,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract #1172 is effective as of the date first set forth above.

Date of Commission Action:

March 12, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/24/2020

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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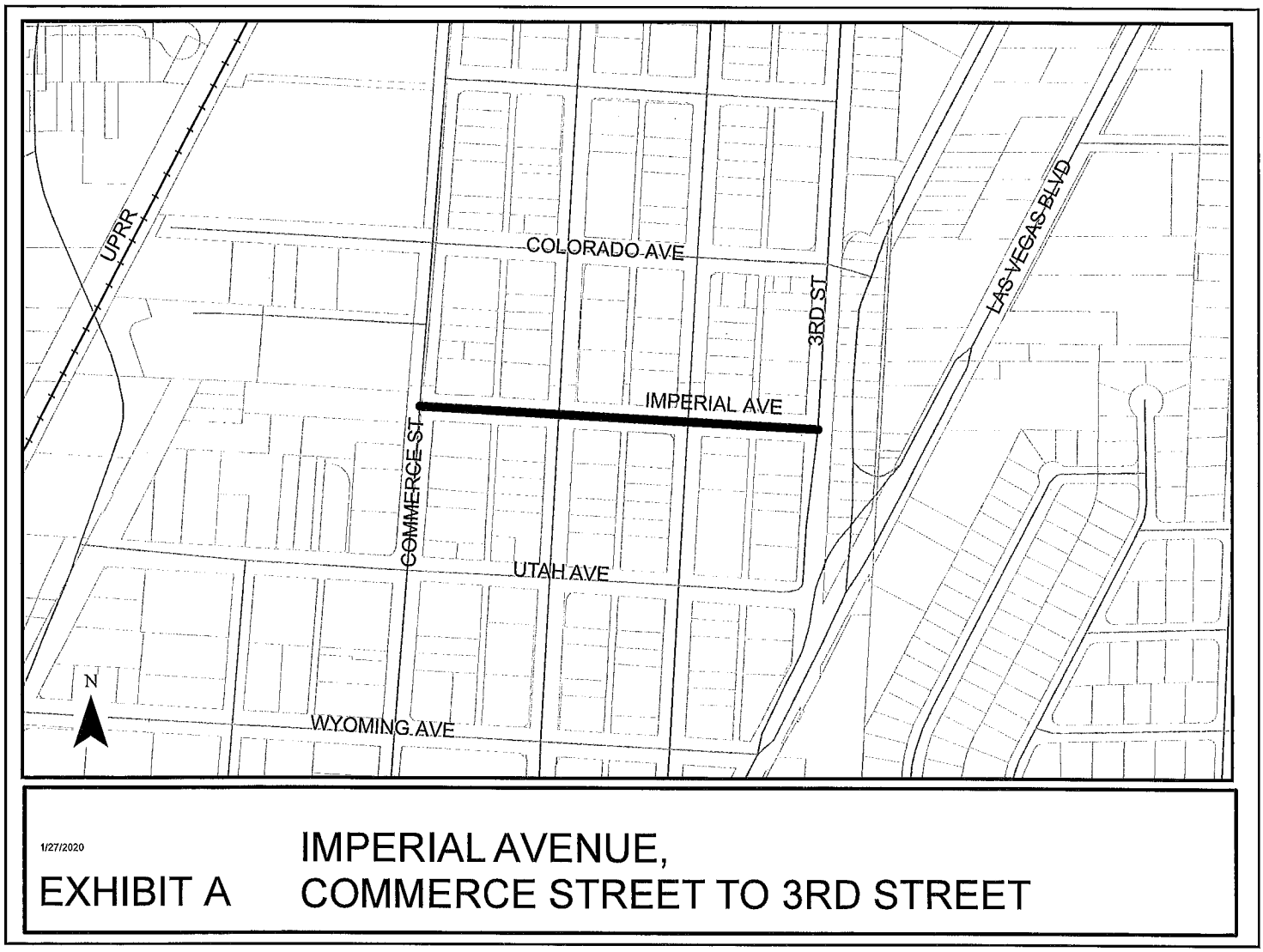

1/27/2020

EXHIBIT A

IMPERIAL AVENUE,
COMMERCE STREET TO 3RD STREET

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AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
27

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve the Sewer Over-Sizing Refunding Agreement between the City of Las Vegas (CLV) and Templeton Development Corporation for an oversized sewer in Craig Road, Tee Pee Lane and Helena Avenue ($519,720.45 - Sanitation Fund) - Unincorporated Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: $519,720.45
Funding Source: Sanitation Fund
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Sewer Over-Sizing Refunding Agreement will provide reimbursement to Templeton Development Corporation for the installation of an oversized sewer (10 to 12-inches) in Craig Road, Tee Pee Lane and Helena Avenue for approximately 3,016 feet (Exhibit A). Exhibit B specifies a reimbursable amount up to a maximum of $519,720.45 as determined by the lowest cost from three sealed bids received by the CLV. The amount of reimbursement is limited to actual costs paid by the developer for construction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Sewer Over-Sizing Refunding Agreement
2. Exhibit A
3. Exhibit B

DocuSign Envelope ID: 293BC88A-7A36-4AAC-BFC4-4B3582F9EDD1

SEWER OVER-SIZING REFUNDING AGREEMENT

THIS SEWER OVER-SIZING REFUNDING AGREEMENT (this "*Agreement*"), made and entered into this ___ day of _____, 2020, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as the "*City*"), and Templeton Development Corporation, a Nevada corporation ("*Developer*").

RECITALS

WHEREAS, the City is the governmental entity to which is delegated the responsibility of providing sewer service to persons who reside within its corporate boundaries; and

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system to the Development (defined below); and

WHEREAS, the Administrative Code of the City permits the expansion of such municipal sewer system through the use of private funds at the discretion of the City; and

WHEREAS, said Code further provides that the City may reimburse a developer which constructs, at the request of the City, a sewer trunk line of a size which is in excess of the size that would otherwise be required to serve its development for the costs which such developer incurs in constructing such over-sized sewer trunk line; and

WHEREAS, the Developer is engaged in the development of certain real property known as The Estates at Lone Mountain (the "*Development*"), a portion of which has been approved by the City; and

WHEREAS, the City and Developer have entered into that certain Off-Site Improvement Agreement (the "*Off-Site Improvement Agreement*") that provides for the installation by the Developer of the off-site sewer improvements described therein and depicted on Exhibit "A" attached hereto and in the Plans and Specifications (the "*Sewer Improvements*"), and for performance security in order to secure the faithful performance of all of the terms, conditions and covenants under the Off-Site Improvement Agreement; and

WHEREAS, it is the intent of the Parties hereto to provide for the reimbursement to the Developer of the costs of the Sewer Improvements, pursuant to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter set forth, the parties hereto agree as follows:

SECTION I-DEFINITIONS

"*Development*" shall have the meaning set forth in the fifth Recital.

"*Developer's Actual Cost*" shall have the meaning set forth in Section III.1.

"*Off-Site Improvement Agreement*" shall have the meaning set forth in the sixth Recital.

"*Over-Sizing*" means the size of the Sewer Improvements requested by the City.

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"*Plans and Specifications*" means the engineering designs, drawings and specifications which give a detailed description of the complete construction and installation of the Sewer Improvements, which plans and specifications have heretofore been submitted to, and approved by, the City. Copies of the Plans and Specifications are on file with the City's Department of Public Works.

"*Reimbursable Amount*" shall have the meaning set forth in Section III.1.

"*Sewer Improvements*" shall have the meaning set forth in the sixth Recital.

"*Uniform Standard Specifications*" means those publications titled "Design and Construction Standards for Wastewater Collection System, latest edition (currently 4th Edition 2019).

SECTION II—OBLIGATIONS OF DEVELOPER

1. Covenant of Installation.

A. The Developer hereby agrees to construct and install the Sewer Improvements (depicted on Exhibit "A" attached hereto and described in more detail in the Plans and Specifications) in accordance with the Plans and Specifications at its initial cost and expense, subject to reimbursement in accordance with this Agreement.

B. The Developer agrees to perform or cause to be performed all survey and design work which is necessary for the construction and installation of the Sewer Improvements in accordance with the Plans and Specifications as part of the costs of the Sewer Improvements reimbursable by the City pursuant to this Agreement.

2. Installation Standards.

The Developer agrees that the Sewer Improvements will be installed in a good and workmanlike manner according to the Plans and Specifications, the Uniform Standard Specifications and the Design and Construction Standards for Wastewater Collection Systems (as provided for in the most recent edition adopted by the City).

SECTION III—REIMBURSABLE AMOUNT; INCREASES DUE TO HARD MATERIALS OR UNFORESEEN FIELD CONDITIONS.

1. Reimbursable Amount. The City's obligation to reimburse Developer for the cost of the Sewer Improvements shall be in an amount equal to the lesser of (i) the amount of the bid specified in Exhibit "B" attached hereto (which shall include amounts for survey and design work for the Sewer Improvements), and (ii) the actual amount expended by Developer for the design, construction and survey ("*Developer's Actual Cost*") of the Sewer Improvements (the "*Reimbursable Amount*"), subject to increase in accordance with Section III.2 below.

2. Increase in Reimbursable Amount. In the event hard materials are encountered in the course of installing the Sewer Improvements, or in the unforeseen field conditions are encountered that require revisions to the Plans and Specifications, the Reimbursable Amount shall be increased by an amount equal to the additional costs incurred by Developer on account of such hard materials and/or unforeseen field conditions, as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed. Such increased amount shall thereafter become the Reimbursable Amount under this Agreement.

SECTION IV—OBLIGATIONS OF THE CITY

1. Covenant of Reimbursement. The City will reimburse the Developer for the Reimbursable Amount within thirty (30) calendar days after the City's acceptance of the Sewer Improvements. The City's

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acceptance of the Sewer Improvements and payment of reimbursement under this Agreement shall not relieve the Developer of any other obligations under the Off-Site Improvement Agreement.

2. Conditions Precedent to Reimbursement. As a condition precedent to receipt of the Reimbursable Amount, the Developer must submit to the City a written request for payment, a statement of completion certifying that the Sewer Improvements were constructed pursuant to the approved Plans and Specifications (as amended, if applicable), a lien release from the Developer's contractor(s) and materials suppliers for all materials and labor, a statement from all subcontractors affirming that they have received payment in full, an itemized invoice reflecting Developer's Actual Cost, and a bill of sale transferring the ownership of the Sewer Improvements to the City.

3. Post-Acceptance Operation and Maintenance. The City agrees, by its acceptance of the Sewer Improvements, to be responsible for the operation and maintenance thereof, except as is otherwise provided in Section VIII hereof which pertains to repairs that are necessitated by any defective material or faulty workmanship in the construction and installation of the Sewer Improvements or the faulty design thereof.

SECTION V—TIME OF PERFORMANCE

This Agreement shall become effective upon the execution hereof and the right of the Developer to reimbursement hereunder shall cease and terminate when the Developer has received from the City an amount equal to the Reimbursable Amount (as increased in accordance with Section III.2 above, if applicable).

SECTION VI—LIMITATION ON AMOUNT OF REIMBURSEMENT

The Reimbursable Amount shall be limited to the lesser of (i) the amount of the bid specified in Exhibit "B" attached hereto (which shall include amounts for survey and design work for the Sewer Improvements), and (ii) the Developer's Actual Cost (as increased in accordance with Section III.2 above, if applicable), notwithstanding that such amount may be less than the amount of the bid specified in Exhibit "B," such that any savings realized by the Developer shall also be realized by the City.

SECTION VII—RIGHT OF INSPECTION

The City shall have the right, but not the obligation, at any time and from time to time to inspect the construction and installation of any part of the Sewer Improvements. The Developer agrees that any inspection of the installation of the Sewer Improvements which is conducted by the City hereunder or the City's subsequent acceptance of the Sewer Improvements shall not relieve or release the Developer from its responsibility to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Improvements or any problem which results from the negligent design thereof as provided in Section VIII hereof.

SECTION VIII—CORRECTION OF DEFECTIVE MATERIALS, FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

The Developer hereby accepts full responsibility for the quality of the materials and workmanship in the construction and installation of the Sewer Improvements and for the design thereof and covenants and agrees, for a period of one (1) year after the City's acceptance of the Sewer Improvements and following written notification from the City during such one (1) year period, to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Improvements and any problem which results from the negligent design of the Sewer Improvements. In the event that the Developer fails or refuses to make any such correction, the City

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shall have the right, but not the obligation, to repair the Sewer Improvements and the Developer hereby agrees to reimburse the City for the costs which it incurs in so doing.

SECTION IX—INDEMNITY

1. Developer to Indemnify City. Notwithstanding any of the limits of liability set forth herein, Developer shall protect, indemnify and hold harmless the City, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the City, its officer or employees may suffer, or which may be sought against, recovered from or obtainable against the City, its officers or employees as a result of, by reason of, or arising out of the negligent acts or omissions of the Developer, its subcontractors, or agents or anyone employed by the Developer or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this Agreement to be performed by the Developer.

2. Costs of Defense. It is expressly agreed that the City and the Developer shall each initially pay their respective costs in defending themselves in any and all suits or actions which may be brought against them, their officers or employees because of, or by reason of, the negligent act or omission of either of them unless such suit or action is defended on their behalf by the contractor for the Sewer Improvements. However, the parties hereto agree that in the event the suit or action is reduced to judgment, then the cost of such defense shall be ultimately divided or distributed between the parties in the following manner:

A. An adjudication by the court or trier of fact that neither the City nor the Developer is responsible or liable for the plaintiffs' injuries or damages, then each party shall bear its own costs and expenses of litigation.

B. An adjudication by the court or trier of fact that the Developer is solely or partly responsible and liable for the plaintiffs' injuries or damages while the City is relieved of any responsibility and liability, then the Developer shall reimburse the City for all of its reasonable costs and expenses of litigation;

C. An adjudication by the court or trier of fact that the City is solely or partly responsible for the plaintiffs' injuries or damages while the Developer is relieved of any responsibility and liability, then the City shall reimburse the Developer for all of its reasonable costs and expenses of the litigation;

D. An adjudication by the court or trier of fact which determines responsibility and liability on a comparative basis between the parties, then the City and the Developer shall share in the total costs and expenses of litigation in that amount determined by multiplying the total percentage of fault or liability attributable to the respective parties by the total reasonable costs and expenses of litigation.

E. In the event that the suit or action is settled between the litigants, each party shall be responsible for all of its costs and expenses of litigation, unless the settlement agreement provides otherwise.

SECTION X—OWNERSHIP OF THE SEWER IMPROVEMENTS

1. Bill of Sale. Upon the completion of the Sewer Improvements, and as a condition precedent to the acceptance thereof by the City, the Developer agrees to furnish to the City a good and sufficient Bill of Sale which (i) includes all of the sewer lines and appurtenances which are components of the Sewer Improvements, (ii) attests to the fact that all of such components are free and clear of all liens and other encumbrances incurred by the Developer, and (iii) conveys to the City all right, title and interest in and to the Sewer Improvements.

2. Property of the City. It is understood and agreed that the Sewer Improvements shall thereafter, upon its acceptance by the City, become and remain the exclusive property of the City.

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SECTION XI—ASSIGNMENT

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, legal representatives and assigns.

[SIGNATURE PAGE FOLLOWS]

DocuSign Envelope ID: 293BC88A-7A36-4AAC-BFC4-4B3582F9EDD1

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By:_____
Carolyn G. Goodman, Mayor

Date:_____

ATTEST:

By:_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 3/26/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

TEMPLETON DEVELOPMENT CORPORATION,
a Nevada corporation

DocuSigned by:
ken Templeton
67958B6B3CEE4B4...

By:_____
Kenneth L. Templeton, President

3/27/2020

Date:_____

DocuSign Envelope ID: 293BC88A-7A36-4AAC-BFC4-4B3582F9EDD1

EXHIBIT A

DEPICTION OF THE SEWER IMPROVEMENTS

Attached.

DocuSign Envelope ID: 293BC88A-7A36-4AAC-BFC4-4B3582F9EDD1



CITY OF LAS VEGAS NEVADA

Public Works

EXHIBIT A

The Estates at Lone Mountain
Oversizing Agreement

— Oversizing Limits

N W E S

0 62.5 125 250 375 500 Feet

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EXHIBIT B

APPROVED BID AND ESTIMATED COST OF THE SEWER IMPROVEMENTS

Attached.

DocuSign Envelope ID: 293BC88A-7A36-4AAC-BFC4-4B3582F9EDD1

EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: Templeton Development Corporation
   3311 S. Rainbow Blvd, Ste 225
   Las Vegas, NV 89146

2. Development: The Estates at Lone Mountain L19-01746, 307V1171

3. Engineer: Taney Engineering
   6030 S Jones Blvd
   Las Vegas, NV 89118

4. Basis for Over-sizing Costs - Prices for the over-sizing portion of this agreement are based upon the lowest cost as submitted by:

   Nayar Underground
   848 Rainbow Blvd, #A19
   Las Vegas, NV 89107

Over-sizing Portion of the Project - 0-inch to 8-inch, 10-inch, 12-inch

12" PVC Sewer Line	LF	2656	$46.00	$122,176.00
10" PVC Sewer Line	LF	360	$52.00	$18,720.00
48" Sewer Manhole	EA	9	$4,600.00	$41,400.00
8" PVC Sewer Line	LF	80	$42.00	$3,360.00
8" Caps & Grout	LS	1	$6,000.00	$6,000.00
Work at Invert/Misc	LS	1	$3,200.00	$3,200.00
Manhole Collars	EA	9	$350.00	$3,150.00
Sawcut/Barricade/Plates/Cold Patch	LS	1	$61,763.00	$61,763.00
Mobilization	LS	1	$6,000.00	$6,000.00
Video and Cleaning	LS	1	$4,500.00	$4,500.00
Haul Off	LS	1	$20,000.00	$20,000.00
Grading and Paving	LS	1	$120,100.00	$120,100.00
Slurry Top 2'	LS	1	$35,000.00	$35,000.00
Compaction Testing	LS	1	$17,656.50	$17,656.50
Survey	LS	1	$2,800.00	$2,800.00
Engineering	LS	1	$41,400.00	$41,400.00
Bonds	LS	1	$10,619.45	$10,619.45
Striping	LS	1	$1,875.50	$1,875.50
		Total Over-Size Item Costs		$519,720.45

Pipe Oversizing Reimbursable Amount $519,720.45

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
28

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1170 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering for the 8th Street, Bridger Avenue to Stewart Avenue Project ($750,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $750,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding to commence engineering design services for the 8th Street, Bridger Avenue to Stewart Avenue Project. The work shall include preliminary design, right-of-way evaluation, right-of-way acquisition, and final design. Specifically, these improvements may include curb, gutter, asphalt pavement, sidewalk, intersection improvements, pedestrian and bicycle safety upgrades, street trees, and any other appurtenant items necessary for a complete project. Total funding for the project from Fuel Revenue Indexing Extension funds shall not exceed $750,000. The RTC approved this contract at their March 12, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1170

DocuSign Envelope ID: B3580DC6-3E06-41C7-9E0E-971C29F58B8F

Contract #1170

INTERLOCAL CONTRACT
8TH STREET, BRIDGER AVENUE TO STEWART AVENUE

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of March, 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the CITY intends to design improvements to 8th Street, Bridger Avenue to Stewart Avenue, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1170 applies to roadway improvements associated with 8th Street, Bridger Avenue to Stewart Avenue. The improvements may include pavement, curb, gutter, sidewalks, traffic signal modifications, utility relocation, upgraded street lighting, Americans with Disabilities Act (ADA) improvements, complete street elements as feasible, street trees and landscape and any other appurtenances necessary to construct a complete and functional project. The project limits are more specifically defined in Exhibit "A" which is hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $750,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $750,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract #1170 is effective as of the date first set forth above.

Date of Commission Action:

March 12, 2020

REGIONAL TRANSPORTATION COMMISSION

DocuSigned by:
Lawrence L Brown III
9BD793A7A53847A...

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by:
Marin DuBois
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/26/2020

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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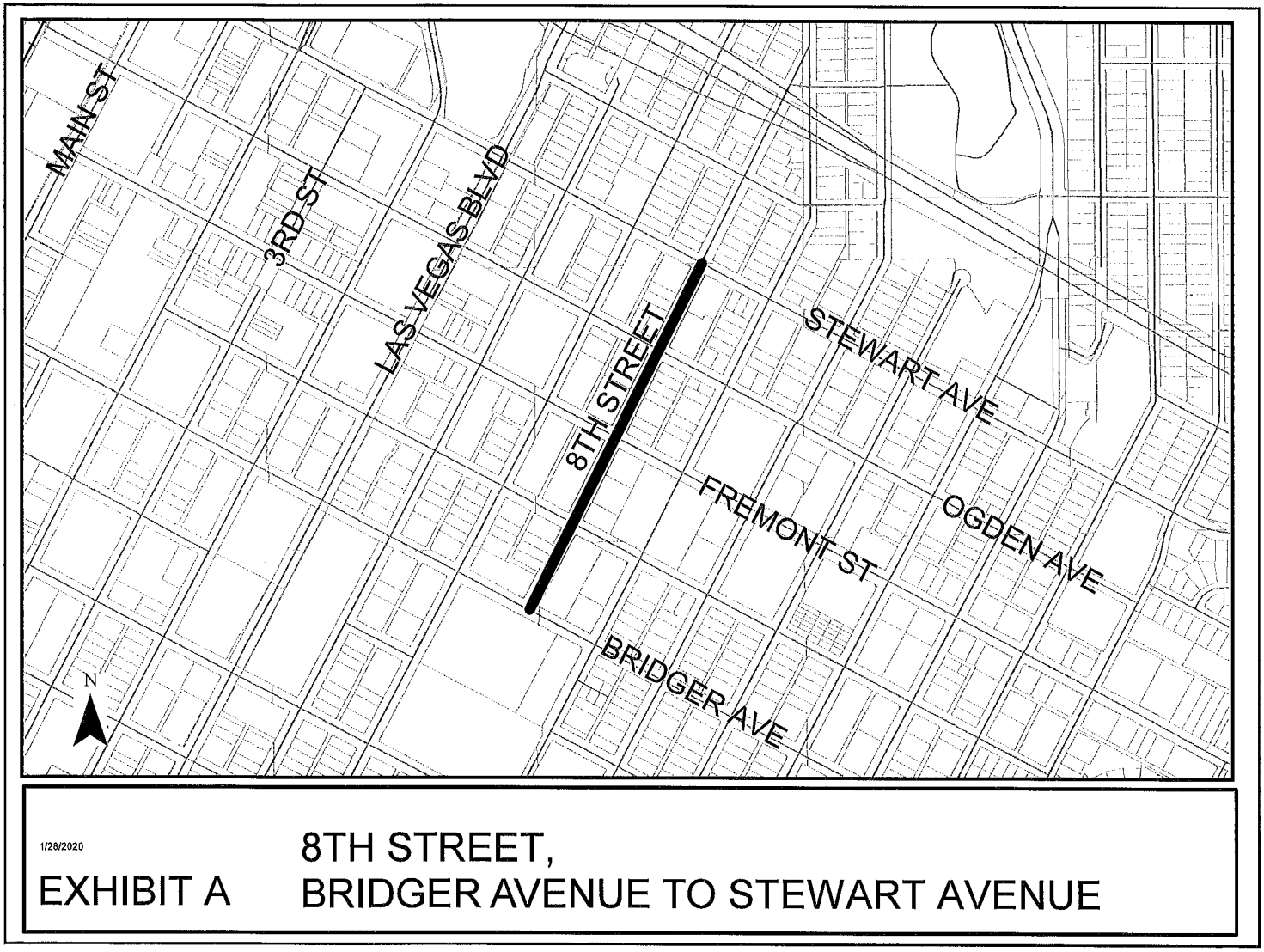

1/28/2020

EXHIBIT A

8TH STREET,
BRIDGER AVENUE TO STEWART AVENUE

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AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
29

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 2 - 1094b between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for the Citywide Traffic Engineering Design Services Project ($300,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $300,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved an interlocal contract and a supplemental interlocal contract for Citywide Traffic Engineering Design Services Project. This Supplemental Interlocal Contract No. 2 - 1094b will provide an additional $300,000 to obtain any right-of-way necessary to mitigate traffic issues as identified by the project. Total project funding from Motor Vehicle Fuel Tax funds shall not exceed $1,800,000. The RTC approved this contract at their March 12, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Supplemental Interlocal Contract No. 2 - 1094b

DocuSign Envelope ID: B3580DC6-3E06-41C7-9E0E-971C29F58B8F

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
CITYWIDE TRAFFIC ENGINEERING DESIGN SERVICES

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 12TH day of March 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1094 dated July 11, 2019 and supplemental interlocal contract dated November 14, 2019 for Citywide Traffic Engineering Design Services, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering for the PROJECT; and

WHEREAS, the CITY wishes to increase total PROJECT funding for right-of-way for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $1,800,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $1,500,000.00
    b. RIGHT-OF-WAY not to exceed $300,000.00
    c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid or issue a Notice to Proceed if utilizing annual maintenance contracts for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of the Interlocal Contract #1094 dated July 11, 2019, and supplemental interlocal contract dated November 14, 2019, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above.

Date of Commission Action:

March 12, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/26/2020

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
30

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1171 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering for the Intersection Improvement Program: Charleston Boulevard at Westwind Road and Upland Boulevard Project ($375,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $375,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding to commence engineering design services for intersection improvements for Charleston Boulevard at Westwind Road and Upland Boulevard. The work will include traffic operations analysis, design alternatives to improve traffic operations, and cost-benefit calculations for each alternative. Total funding for the project from Fuel Revenue Indexing Extension funds shall not exceed $375,000. The RTC approved this contract at their March 12, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1171

DocuSign Envelope ID: B3580DC6-3E06-41C7-9E0E-971C29F58B8F

Contract #1171

INTERLOCAL CONTRACT
INTERSECTION IMPROVEMENT PROGRAM: CHARLESTON BOULEVARD, WESTWIND ROAD AND UPLAND BOULEVARD

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of March, 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the CITY intends to design intersection improvements to Charleston Boulevard as it intersects with Westwind Road and Upland Boulevard, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1171 applies to engineering services associated with improvements to the intersection of Charleston Boulevard at Westwind Road and Upland Boulevard. The work will include traffic operations analysis, development of intersection design alternatives to improve traffic operations, and cost-benefit calculations for each alternative. The project limits are more specifically defined in Exhibit "A" which is hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $375,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $375,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract #1171 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

March 12, 2020 BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

LUANN D. HOLMES, MMC
City Clerk

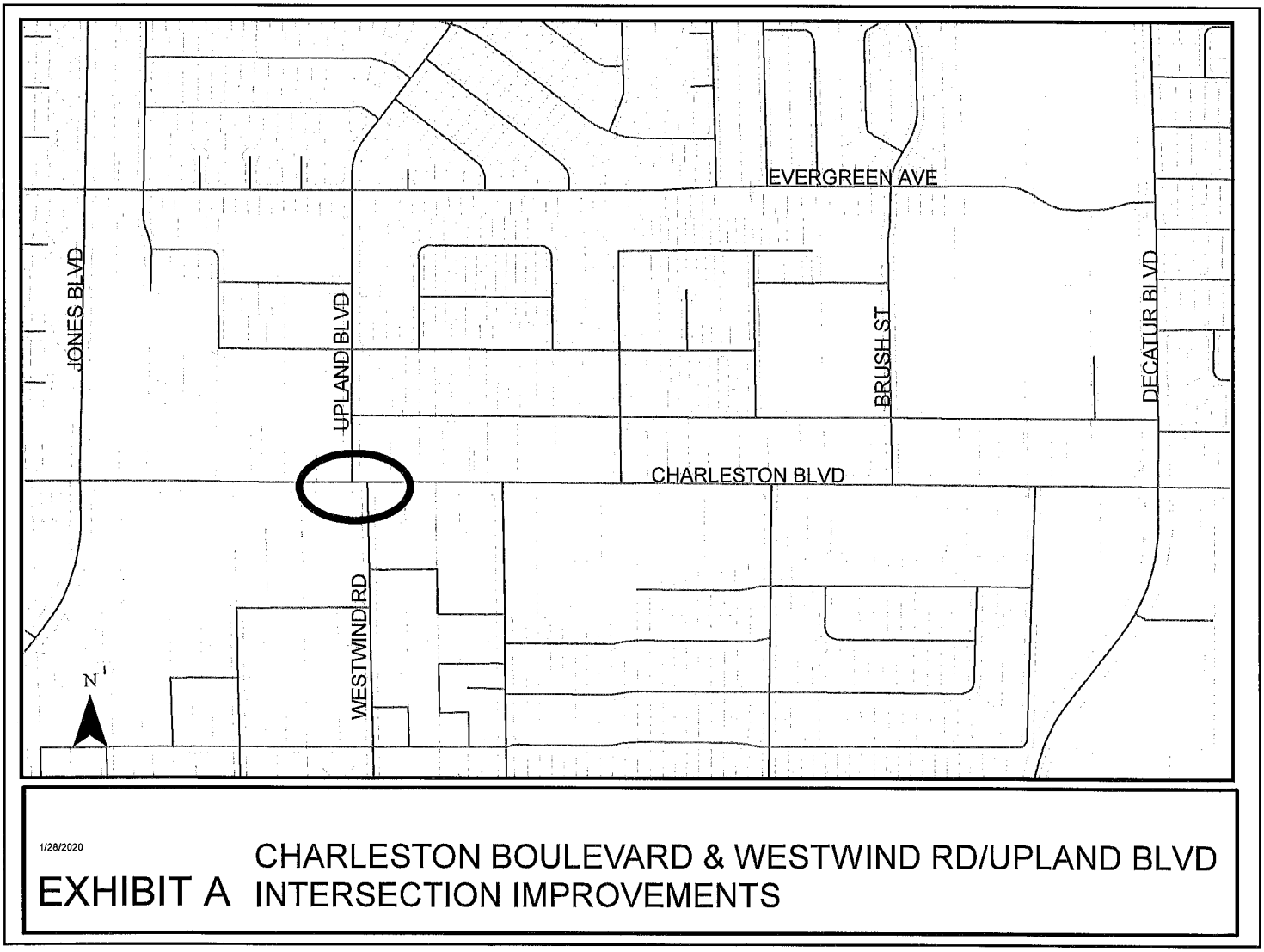
Approved as to Form:

John S. Ridilla 3/26/2020

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DocuSign Envelope ID: B3580DC6-3E06-41C7-9E0E-971C29F58B8F



1/28/2020

EXHIBIT A CHARLESTON BOULEVARD & WESTWIND RD/UPLAND BLVD INTERSECTION IMPROVEMENTS

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AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
31

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1175 between the City of Las Vegas, the City of North Las Vegas, the City of Henderson, the County of Clark and the Regional Transportation Commission of Southern Nevada (RTC) to allow the RTC to fund and coordinate the Adaptive Signal Pilot Project within the entities' jurisdictions - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1175 to fund and coordinate the Adaptive Signal Pilot Project within the entities' jurisdictions, as specified by the contract. This multi-agency agreement applies to the implementation of the Proof of Concept (POC) for adaptive traffic management solutions. The work will include defining a test corridor, defining the data required pre and post implementation of the POC, support in capturing the required data, location planning of any air quality monitoring, evaluating the technology and software that will be used in the POC, defining the requirements of the vendor providing the adaptive solutions. The RTC will fund this project from Fuel Revenue Indexing Extension funds in the amount of $650,000. The RTC approved this contract at their March 12, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1175

DocuSign Envelope ID: B3580DC6-3E06-41C7-9E0E-971C29F58B8F

INTERLOCAL AGREEMENT
ADAPTIVE SIGNAL PILOT PROJECT

THIS INTERLOCAL AGREEMENT ("Agreement") #1175 is made and entered into this 12TH day of March 2020, by and among the County of Clark, a political subdivision of the State of Nevada; the City of Las Vegas, a municipal corporation; the City of North Las Vegas, a municipal corporation; and the City of Henderson, a municipal corporation, hereinafter referred to individually as "ENTITY" or collectively as "ENTITIES," and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC". The RTC and the ENTITIES are hereinafter referred to individually as "PARTY" and collectively as "PARTIES".

W I T N E S S E T H:

WHEREAS, the RTC intends to commence a project to provide a proof of concept for adaptive traffic management solutions. The work shall include defining a test corridor for the adaptive traffic management solution and defining the data required pre and post implementation, hereinafter referred to as the "PROJECT."; and

WHEREAS, Nevada Revised Statute (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; and

WHEREAS, the RTC agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the ENTITIES are owners and operators of rights-of-way within their respective jurisdictions; and

WHEREAS, the RTC will take the lead role for the design of the PROJECT; and

WHEREAS, the RTC will coordinate with and include the ENTITIES; and

WHEREAS, the RTC is requesting engineering funds for the PROJECT; and

NOW, THEREFORE, in consideration of the premises of the mutual covenants herein contained, it is agreed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1175 applies to implementation of the Proof of Concept (POC) for adaptive traffic management solutions. The work will include defining a test corridor, defining the data required pre and post implementation of the POC, support in capturing the required data, location planning of any air quality monitoring, evaluating the technology and software that will be used in the POC, defining the requirements of the vendor providing the adaptive solutions.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $650,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $650,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the RTC will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the RTC or by a consultant employed by the RTC.

3. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the RTC be repaid.

4. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the RTC is responsible for the design and construction of the PROJECT. The RTC will be responsible for the actions or inactions of its Officers and Employees.

5. Should the construction funds be provided by sources other than the RTC, the RTC will reimburse the funds for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the ENTITIES.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract #1175 is effective as of the date first set forth above.

Date of Commission Action:

March 12, 2020

REGIONAL TRANSPORTATION COMMISSION

DocuSigned by:
Lawrence L. Brown III
9BD793A7A53847A...

BY: _____

LAWRENCE L. BROWN, III, Chairman

Approved as to Form and Legality:

DocuSigned by:
David Clyde
C20A409B6B774C0...

RTC Legal Counsel

Attest:

DocuSigned by:
Marin DuBois
67E25985C7E8458...

MARIN DUBOIS, Management Analyst

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY: _____

MARILYN KIRKPATRICK, Chair

Approved as to Form and Legality:

Chief Deputy District Attorney

Attest:

LYNN MARIE GOYA, County Clerk

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Approved as to Form and Legality

John S. Ridilla 3/26/2020

Deputy City Attorney

John S. Ridilla
Deputy City Attorney

Attest:

LUANN D. HOLMES, MMC, City Clerk

Date of Council Action:

CITY OF NORTH LAS VEGAS

_____ BY: _____

JOHN J. LEE, Mayor

Approved as to Form and Legality

Attest:

_____

MICAELA RUSTIA MOORE
City Attorney

_____

CATHERINE A. RAYNOR, MMC, City Clerk

Date of Council Action:

CITY OF HENDERSON

_____ BY: _____

RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance:

Attest:

_____

JIM MCINTOSH
Chief Financial Officer

_____

SABRINA MERCADANTE, MMC
City Clerk

Approved as to Content:

Approved as to Form:

_____

EDWARD MCGUIRE, P.E.
Director, Public Works

_____

NICHOLAS G. VASKOV
City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
32

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Agreement No. 136757-A between the City of Las Vegas (CLV) and the Las Vegas Valley Water District (District) for the Design of Water Facilities including replacement and installation of water pipelines and appurtenances in conjunction with the Lone Mountain Road Overpass at US 95 Project - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The CLV and the District agree that it is beneficial to include the water facilities within the design of the Lone Mountain Road Overpass at US 95 Project for Interlocal Agreement No. 136757-A. The District will pay for all costs and expenses associated with the design of water facilities for this project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement No. 136757-A
2. Exhibit A
3. Exhibit B
4. Exhibit C

INTERLOCAL AGREEMENT
FOR THE DESIGN OF WATER FACILITIES FOR THE
CLV LONE MOUNTAIN ROAD OVERPASS AT US 95 PROJECT

This INTERLOCAL AGREEMENT, is made by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "District", and the CITY OF LAS VEGAS, a Nevada municipal corporation, hereinafter called "City". The City and the District are sometimes collectively referred to herein as the "Parties." The "Effective Date" is the date of the last signature on this Agreement.

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes Chapter 277.180;

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada;

WHEREAS, the City is designing and constructing improvements along Lone Mountain Road as part of its project known as "Lone Mountain Road Overpass at US 95" (the "City Project"), in conjunction with the Nevada Department of Transportation Centennial Bowl Phase 3 D Project. The City's Project contains the area of Lone Mountain Road from Tenaya Way to Rancho Drive as generally depicted on Exhibit "A";

WHEREAS, the District desires to replace and install water pipelines and appurtenances in conjunction with the City Project (the "Water Facilities") and said Water Facilities are generally depicted on Exhibit "B";

WHEREAS, the District desires the City as part of the City Project, to design the Water Facilities;

WHEREAS, the District and the City have agreed that it is beneficial to include the Water Facilities with the design of the City Project;

WHEREAS, the City is willing and able to perform the design of the Water Facilities so long as the District pays for all costs and expenses associated with the Water Facilities;

WHEREAS, the City Project will be incorporated into the Nevada Department of Transportation's (the "Department") Centennial Bowl Phase 3D Project;

WHEREAS, bidding, construction, and construction management will be performed by the Department and the Department's contractor; and

WHEREAS, the costs associated with the bidding, construction, and construction management of the Water Facilities is the subject of a separate agreement between the District and the Department.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - COSTS

1. The "Estimated Water Facilities Design Cost" is defined as the City's design professional costs for the Water Facilities design work, inclusive of a ten percent (10%) design contingency (the "Estimated District Design Contingency"). A summary of the Estimated Water Facilities Design Cost is attached hereto as Exhibit "C".

2. Within thirty (30) calendar days after the District signs the final design plans for the Water Facilities, the District shall pay to the City the full amount of the Estimated Water Facilities Design Cost, inclusive of the District Design Contingency. The District Design Contingency amount may be used by the City, after consultation with the District, for any costs and expenses associated with the Water Facilities design. If the City uses any of the District Design Contingency and the District Design Contingency is depleted to an amount less than two and one-half percent (2.5%) of Water Facilities Design Cost, then the District shall within thirty (30) calendar days of receipt of notification from the City, replenish the District Design Contingency to the amount of ten percent (10%) of the Water Facilities Design Cost. If the City needs monies from the District Design Contingency amount and the District Design Contingency amount is insufficient, the District will pay to the City the excess amount as documented by the City and the District must also replenish the District Design Contingency amount to ten percent (10%) of the Water Facilities Design Cost within thirty (30) calendar days of receipt of invoice by the City.

ARTICLE II - DISTRICT AGREES

1. The District shall, at its sole cost and expense, obtain any and all permits of any kind, including any Nevada Department of Environmental Protection permits, approvals, or clearances, required for the Water Facilities including those requested by the City acting in its regulatory capacity. The District shall assist the City and its design professional in the timely review and approval of the Water Facilities plans by the District.

2. The District shall acquire, at the District's sole cost and expense, all the necessary property rights for the Water Facilities.

3. If the District causes and/or requests additions and/or changes to the Water Facilities after the Department's award of the City Project and the City determines the proposed District's additions and/or changes are acceptable, all design costs associated therewith will be borne solely by the District. The Parties acknowledge that additional costs may require approval of the District's governing board.

ARTICLE III - CITY AGREES:

1. The City shall oversee the design of the City Project including the Water Facilities.

2. Within thirty (30) days of the District signing the Water Facilities design plans, the City shall assign all rights, title, and interest to the Water Facilities design plans to the District. The City shall cause the Water Facilities design plans to be transmitted to the District, in AutoCAD format, for the District's use.

ARTICLE IV - IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. The term of this Agreement shall be from the Effective Date until completion of construction of the Project (when the Department has issued notice of final completion of the City Project), and the City Project including the Water Facilities have been closed out and City has received all payments from the District, unless this Agreement is terminated as provided herein.

3. The parties shall exercise any rights that either party may have against any utility company or other party to require relocation of their utility facilities to facilitate construction of the City Project including the Water Facilities.

4. The Water Facilities designed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District. After the District's acceptance, the District shall be responsible for the maintenance of the said Water Facilities.

5. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving fourteen (14) calendar days advance notice to the other party as provided herein. Phone, email, and fax numbers, if listed, are for information only.

To District: Las Vegas Valley Water District
ATTN: Doa Meade, P.E., Director of Infrastructure Management
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 258-3976
Email: doa.meade@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: Michael Dishari, P.E.
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 258-3186
Email: michael.dishari@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: General Counsel
1001 South Valley View Boulevard, MS 475
Las Vegas, Nevada 89153
Email: generalcounsel@lvvwd.com

To City: City of Las Vegas
ATTN: Mike Janssen, P.E., Director of Public Works
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-6276
Email: mjanssen@lasvegasnevada.gov

with copy to: City of Las Vegas
ATTN: Rosa Cortez, P.E., Acting City Engineer
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-2194
Email: rcortez@lasvegasnevada.gov

6. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

7. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

8. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

9. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. The City may at any time terminate this Agreement upon the giving of ten (10) calendar days written notice to the District if the City solely determines that (a) the District has not obtained all necessary property rights for the Water Facilities or (b) the District has not caused the utilities to be timely relocated or (c) the District fails to timely provide the monies required herein or (d) the District in any way breaches this Agreement. Prior to terminating this Agreement, the City shall provide a written notice of said default and provide the District a minimum thirty (30) calendar days cure period. The District agrees to pay all documented costs and expenses associated with, arising out of, or related to the termination of this Agreement pursuant to this Section.

The City may also terminate this Agreement upon receipt of thirty (30) calendar days written notice to the District if the City in its sole determination determines that there are not sufficient funds to continue with the design of the Water Facilities or the Las Vegas City Council determines that the City Project is not in the best interest of the City.

Upon any termination by the City, the City shall return to the District within thirty (30) calendar days after termination any funds which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities.

11. The Parties do not waive and intend to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

15. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement and consistent with the provisions of Nevada Revised Statues Chapter 339.

16. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by their respective duly authorized representatives as of the day and year last entered below.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LuAnn D. Holmes, City Clerk Date

APPROVED AS TO FORM:

John S. Ridilla 3/31/2020
John S. Ridilla Date
Deputy City Attorney

LAS VEGAS VALLEY WATER DISTRICT

Marilyn Kirkpatrick, President Date
Board of Directors

APPROVED AS TO FORM:

Gregory J. Walch 2-26-20
Gregory J. Walch Date
General Counsel

EXHIBIT A

PROJECT AREA

CLV LONE MOUNTAIN OVERPASS AT US 95
PROJECT LIMITS



EXHIBIT B

WATER FACILITIES

CLV LONE MOUNTAIN OVERPASS AT US 95
PROJECT # 136757

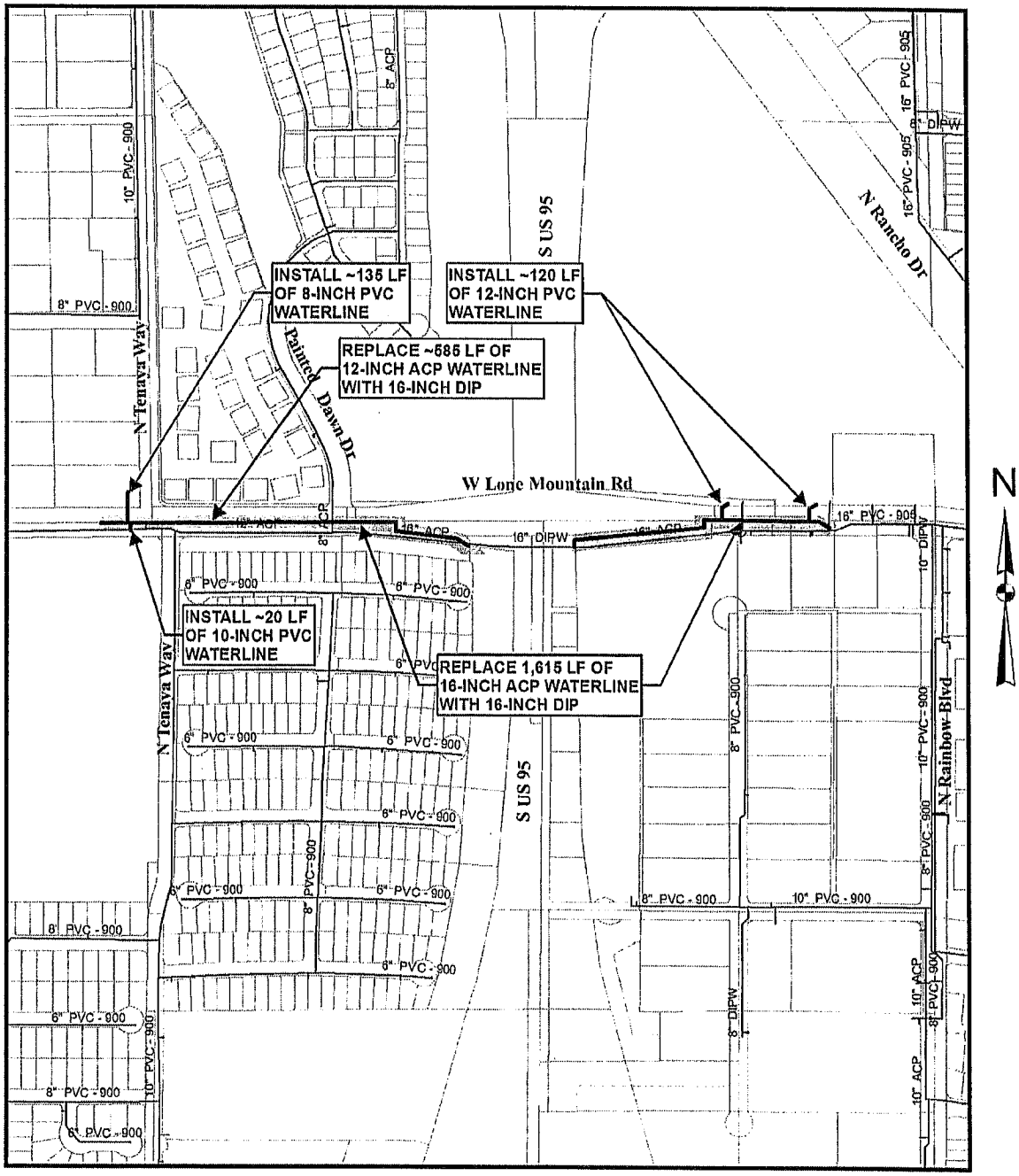


EXHIBIT C

SUMMARY OF
ESTIMATED WATER FACILITIES DESIGN COSTS

DESCRIPTION	COSTS
Estimated Water Facilities Design Cost	$55,000
Ten Percent Design Contingency	$5,500
DESIGN COST TOTAL	**$60,500**
INTERLOCAL AGREEMENT CONTRACT TOTAL	**$60,500**

EXHIBIT A

PROJECT AREA

CLV LONE MOUNTAIN OVERPASS AT US 95
PROJECT LIMITS



EXHIBIT B

WATER FACILITIES

CLV LONE MOUNTAIN OVERPASS AT US 95
PROJECT # 136757

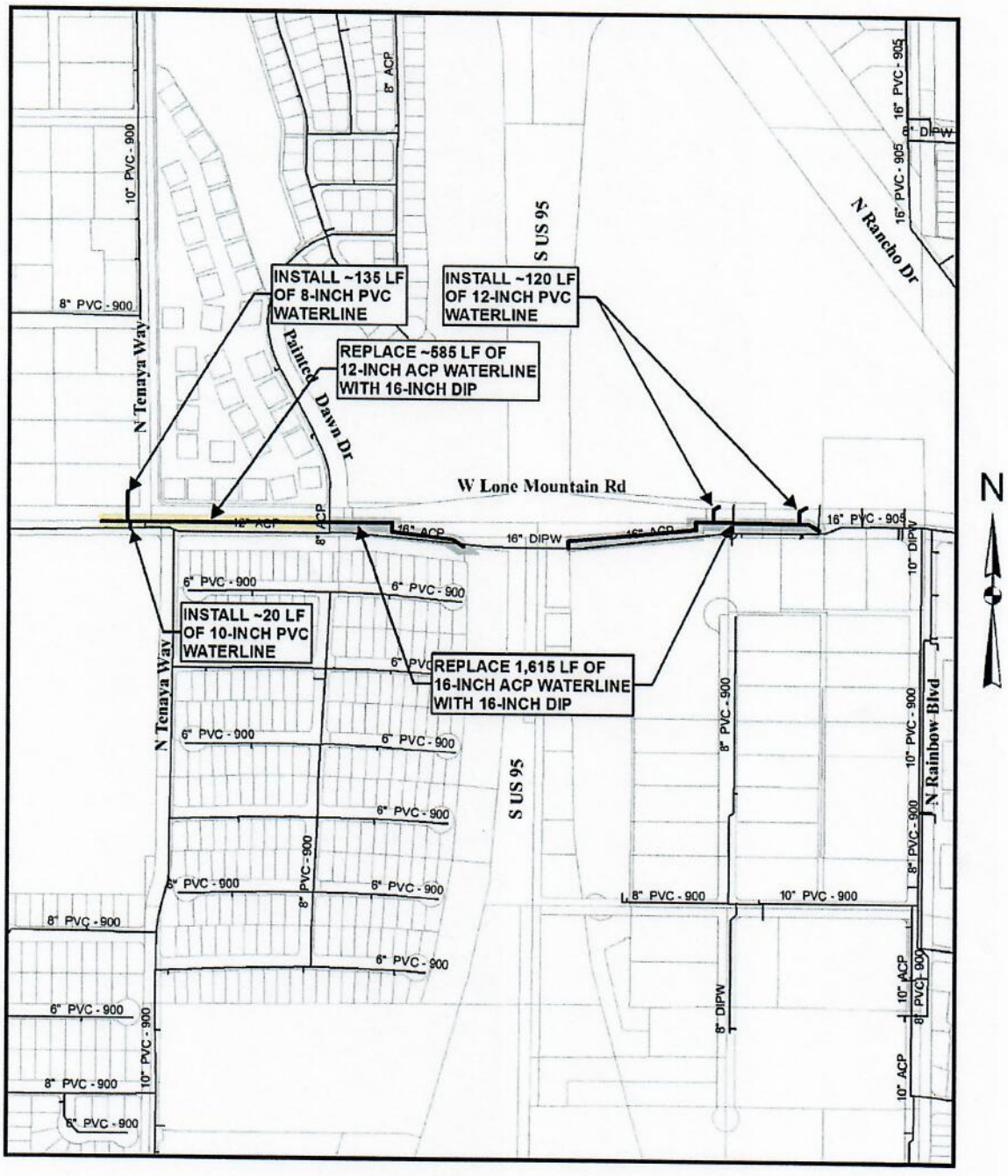


EXHIBIT C

SUMMARY OF
ESTIMATED WATER FACILITIES DESIGN COSTS

DESCRIPTION	COSTS
Estimated Water Facilities Design Cost	$55,000
Ten Percent Design Contingency	$5,500
DESIGN COST TOTAL	**$60,500**
INTERLOCAL AGREEMENT CONTRACT TOTAL	**$60,500**

AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
33

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Agreement R073-20-015 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to program federal funding to be obligated by NDOT, and to define agencies' responsibilities for design, right-of-way, construction, operations, and maintenance of the Centennial Bowl System Interchange, Centennial Trail, Oso Blanca Road Sewer, and Lone Mountain Overpass widening facilities, and for NDOT to accept maintenance of Centennial Trail and the CLV to accept maintenance of Bonanza Trail as part of the project ($10,910,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1, 4, 5 and 6 (Knudsen, Anthony, Crear and Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $10,910,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The purpose of the Interlocal Agreement R073-20-015 is to define agencies' responsibilities for design, right-of-way, construction, operations, and maintenance of the Centennial Bowl System Interchange, Centennial Trail, Oso Blanca Road Sewer, and Lone Mountain Overpass widening facilities. As specified by the agreement, the CLV will program $9,600,000 of Congestion Mitigation and Air Quality (CMAQ) funds to be obligated by NDOT to construct the Centennial Trail. The Oso Blanca Road Sewer Project is budgeted and will be funded by the CLV Sewer Enterprise fund for the actual costs, which are estimated at $550,000. The CLV will program additional local funding (Regional Transportation Commission and Regional Flood Control District) in the amount of $500,000 for contingency to cover any potential change orders by the CLV during construction as separate projects. In addition, the CLV will program $260,000 in traffic impact fees for reimbursement for traffic improvements, as specified by the agreement. This agreement expires on June 30, 2024.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement R073-20-015

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 called the "DEPARTMENT", and the City of Las Vegas, a municipal corporation of the State of Nevada, 333 North Rancho Drive, 9th Floor, Las Vegas, Nevada 89106, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), 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; and

WHEREAS, the DEPARTMENT desires to construct the west CC-215 to north US-95 ramp, south US-95 to west CC-215 ramp, and east CC-215 to north US-95 ramp, and widen north US-95 to east CC-215 ramp to two (2) lanes, between the Bruce Woodbury Beltway Clark County (CC-215) and US-95; construct a new service interchange on CC-215 at Sky Pointe Drive with slip ramps connecting Sky Pointe Drive to Oso Blanca Road; extend Sky Pointe Drive from Azure Drive to West Centennial Parkway; realign, widen, and connect Oso Blanca Road to Centennial Center Boulevard; construct CC-215 to a six (6) lane freeway; widen the US-95 at Lone Mountain grade separation; perpetuate existing drainage and add additional lighting, signing, signal and ITS facilities; improve landscape and aesthetic features; and relocate utilities as necessary to accommodate the proposed highway improvements (hereinafter called the "PROJECT); and

WHEREAS, the DEPARTMENT and the CITY also desire to design, construct, and maintain a multi-use trail from Tenaya Way to Grand Montecito Parkway as shown in Exhibit A, (hereinafter "CENTENNIAL TRAIL") as part of the PROJECT; and

WHEREAS, the CITY desires to maintain an existing trail located several miles south of the PROJECT from East of Rainbow Boulevard to Rancho Drive (hereinafter "BONANZA TRAIL") as shown in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the DEPARTMENT and the CITY also desire to construct the remaining section of a new sewer line at Oso Blanca Road (hereinafter "SEWER") as part of the PROJECT; and

WHEREAS, the CITY desires to design, fund, and maintain the SEWER as part of the PROJECT as shown in Exhibit C, attached hereto and incorporated herein; and

WHEREAS, the DEPARTMENT and the CITY also desire to design, construct, and maintain the Lone Mountain grade separation widening from Tenaya Way to Rancho Drive (hereinafter "LONE MOUNTAIN WIDENING") as part of this PROJECT; and

WHEREAS, the CITY desires to design and maintain the LONE MOUNTAIN WIDENING as part of the PROJECT as shown in Exhibit D, attached hereto and incorporated herein; and

WHEREAS, the CENTENNIAL TRAIL, the SEWER, and the LONE MOUNTAIN WIDENING hereinafter referred to jointly as "FACILITIES," have different funding sources requiring that their costs be tracked separately; and

WHEREAS, the DEPARTMENT is willing to administer the design of the PROJECT, and administer the construction of the PROJECT and the FACILITIES; and

WHEREAS, the purpose of this Agreement is to define the parties' responsibilities and to describe the cooperation and participation of the parties during the design, construction, maintenance, and operations of the PROJECT and the FACILITIES; and

WHEREAS, another purpose of this Agreement is to secure encroachment rights for the DEPARTMENT on CITY right-of-way for the purposes of placing traffic control devices and traffic detours during construction of the PROJECT and the FACILITIES; and

WHEREAS, another purpose of this Agreement is to secure encroachment rights for the CITY on DEPARTMENT right-of-way for the purposes of maintaining the "FACILITIES" after construction of the PROJECT and the FACILITIES; and

WHEREAS, the CITY anticipates that unforeseen changes during construction may be necessary to complete the FACILITIES included in and affected by the PROJECT (hereinafter "CHANGES"); and

WHEREAS, the CENTENNIAL TRAIL has been approved for Federal Congestion Mitigation and Air Quality ("CMAQ") Improvement funds, Catalog of Federal Domestic Assistance ("CFDA") Number 20.205; and

WHEREAS, the services of the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT and the CITY are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To allow the DEPARTMENT to obligate a maximum of Nine Million Six Hundred Thousand and No/100 Dollars ($9,600,000.00) of CMAQ funds in FFY 2020 toward the construction and construction engineering of a portion of the CENTENNIAL TRAIL as shown in Exhibit A. If construction and construction engineering of a portion of the CENTENNIAL TRAIL are less than Nine Million Six Hundred Thousand and No/100 Dollars ($9,600,000.00), CITY agrees remaining funds can be applied to additional work on the PROJECT that is eligible for CMAQ funds.

2. To program an amount of Five Hundred Thousand and No/100 ($500,000.00) as a contingency (hereinafter "CITY CONTINGENCY"). CITY CONTINGENCY shall be used for CITY requested CHANGES.

3. To reimburse the DEPARTMENT for any CHANGES with CITY CONTINGENCY funds in the amount of the change order cost and an amount not to exceed the programmed CITY CONTINGENCY available funding upon approval by the CITY in writing as outlined in Article II, Paragraph 15.

4. To be responsible for all construction costs for the SEWER as part of the PROJECT. The total construction costs for the SEWER are estimated to be Five Hundred Thousand and No/100 Dollars ($500,000.00) (hereinafter "SEWER COST"). The SEWER construction costs to be paid to the DEPARTMENT will be all of those costs incurred by the DEPARTMENT to complete construction of the SEWER, including construction contracts, construction engineering, and CHANGES, as supported by invoices (hereinafter "ACTUAL COSTS") and shall not exceed the SEWER COST without prior written approval of the CITY.

5. To reimburse the DEPARTMENT within ninety (90) calendar days after the construction of the SEWER is complete and upon receipt of the invoice for the ACTUAL COSTS for the SEWER estimated to be Five Hundred Thousand and No/100 Dollars ($500,000.00).

6. To reimburse the DEPARTMENT within ninety (90) calendar days upon receipt of an invoice after the construction of the SEWER is complete for construction engineering costs for the SEWER estimated to be Fifty Thousand and No/100 Dollars ($50,000.00) (hereinafter "CONSTRUCTION ENGINEERING COST"). CONSTRUCTION ENGINEERING COST will be calculated based on ten percent (10%) of the actual amount of the awarded bid. Any expenditure for construction engineering that exceeds the CONSTRUCTION ENGINEERING COST shall require written approval of the CITY.

7. To reimburse the DEPARTMENT within ninety (90) calendar days upon receipt of an invoice to be sent no sooner than SUBSTANTIAL COMPLETION, a total of Two Hundred Sixty Thousand and No/100 Dollars ($260,000.00) for construction of miscellaneous traffic operations related items per the CITY's request such as 1) additional infrastructure at the signal system located at Oso Blanca Road and Centennial Center Boulevard; 2) the cost difference for larger signal poles to accommodate longer mast arms for future needs; and 3) additional underground infrastructure for the future signal system on the eastbound CC-215 on-ramp at Oso Blanca Road.

8. To be responsible for and to perform or have performed by others the preparation of final contract plans to the FACILITIES. The FACILITIES shall be designed and constructed to meet all applicable CITY and DEPARTMENT design and maintenance criteria. Plans shall be prepared consistent with the DEPARTMENT's drafting standards and format and consistent with the most recent edition of the DEPARTMENT's Standards and Specifications for Road and Bridge Construction published at the time of commencement of design work.

9. To fund the CITY's internal and consultant design engineering expenses.

10. To fund the CITY's internal and consultant construction engineering expenses.

11. To review plans and specifications and provide written approval of the final construction plans, as it relates to the FACILITIES, prior to advertisement of the PROJECT.

12. To assist the DEPARTMENT with any utility relocation agreements needed for the design and construction of the PROJECT. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreements, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, the DEPARTMENT, or the CITY.

13. To issue a permit to the DEPARTMENT, at no cost, to allow the DEPARTMENT and its agents and contractors access to all CITY's right-of-way necessary for the construction and staging of the PROJECT.

14. To issue a no-fee Traffic Control and Barricade Permit to the DEPARTMENT's contractor within seven (7) calendar days of the CITY's approval allowing such contractor to occupy CITY right-of-way for the purposes of providing traffic detours, the placing of traffic control devices, and any other traffic control-related scenarios requiring such contractor's encroachment on such right-of-way. However, the CITY reserves the right to issue fines for violations of permit conditions and will agree to review all violations and potential fines with the DEPARTMENT Resident Engineer prior to issuance to the contractor. In all cases, the CITY will make every attempt to work with the DEPARTMENT and its contractor to resolve concerns prior to the issuance of fines.

15. To review, comment on, and approve in writing, DEPARTMENT-submitted, contractor-designed traffic control plans for any facility or improvement that will be owned and/or maintained by the CITY or any other traffic control plans proposed in CITY public right-of-way. The CITY's response shall be received by the DEPARTMENT within fourteen (14) calendar days of the CITY's receipt of such plans. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of the plans and permission for the DEPARTMENT to proceed with work. The CITY shall not impose any requirements in the barricade permit beyond those requirements set forth in the contract documents and the City of Las Vegas Barricading Plans, Conditions of Approval.

16. To submit all requests for CHANGES in writing for the DEPARTMENT's approval.

17. To be financially responsible for all costs associated with CHANGES requested by the CITY and/or needed to complete the construction of the FACILITIES as part of the PROJECT.

18. To accept maintenance duties, obligations, and responsibilities for the PROJECT shown in Exhibits A, B, C, D, E, and F, attached hereto and incorporated herein, and more specifically described in this Article I, after its completion and acceptance by the DEPARTMENT and the CITY. The CITY shall maintain the improvements upon acceptance of such improvements by the CITY.

19. To obtain an encroachment permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of maintaining PROJECT as specifically described in this Article I and pursuant to the approved encroachment permit.

20. To operate and maintain, without cost to the DEPARTMENT, the following PROJECT improvements located within the CITY limits and the DEPARTMENT's right-of-way: traffic signal systems (consisting of pole foundations, signal lights, supporting arms and poles, controller cabinet and internal components, battery back-up, conduits, detection system, intersection and interconnect cabling, intersection roadway lighting, and all related equipment installed and/or modified), including traffic signal interconnect, roadway lighting, and all related appurtenances as necessary, to maintain the improvements in a fit, safe, and fully functional level of performance upon final acceptance of such improvements by the CITY.

21. To operate, maintain, and provide required utility services (electrical and data communication) for all signal system improvements installed due to the PROJECT at no cost to the DEPARTMENT upon final acceptance of the improvements by the CITY.

22. To operate, maintain, and provide power for CENTENNIAL TRAIL lighting [consisting of trail underpass (tunnel) lighting, solar street light system, bollards, pole foundations, luminaires, supporting arms and poles, power conductor, and all related equipment] installed and/or modified as necessary to maintain the improvements in a fit, safe, and fully functional level of performance, at no cost to the DEPARTMENT (except for those improvements for which DEPARTMENT accepts maintenance responsibilities as described in Article II, Paragraph 23) .

23. To operate, maintain, and provide power for roadway lighting installed specifically to illuminate CITY maintained roadways. Lighting installed on intersection signal poles is a part of each intersection signal system and is powered and maintained by the CITY. Underpass roadway lighting installed beneath the grade separation structures that illuminates DEPARTMENT owned and maintained roadways is excluded from CITY maintenance responsibility. CITY roadway lighting maintenance begins upon final acceptance of the improvements by the CITY.

24. To be wholly responsible to perform graffiti removal and restoration of finishes, without cost to the DEPARTMENT, on all CITY-maintained traffic signal facilities immediately following final acceptance of the improvements by the CITY.

25. To notify the DEPARTMENT, the Utilities 24/7 Hotline at (702) 667-4501, within one (1) hour of emergency repairs, if emergency repair activities impact traffic, require lane closures, require roadway closures or require excavation through improved surfaces of the roadway.

26. To operate and maintain Sky Pointe Drive as shown on Exhibit A from Azure Drive to West Centennial Parkway including the Sky Pointe Drive Overpass Structures (H-3033 and H-3034), (except those improvements for which DEPARTMENT accepts maintenance responsibilities as described in Article II, Paragraph 25) and more explicitly outlined below:

- Maintain asphalt overpass roadway up to connection with bridge approach slab.
- Maintain all drainage infrastructure within CITY right-of-way unless the infrastructure is a regional facility with maintenance roles previously agreed upon.
- Provide for maintenance of pavement traffic delineation for entire length of overpass roadway and in the direction of the roadway corridor.
- Provide for necessary median island improvement and maintenance within roadway corridor alignment.
- Provide for maintenance and operations of interchange traffic signals, excluding any part of the foundation which is integral to the bridge structure.
- Provide for maintenance and operations of bridge roadway lighting components which are accessible from the roadway surface, excluding any part which is integral to the bridge structures.
- Maintain all ground mounted, non-overhead, traffic signs related to normal street operations that are accessible from the roadway surface.
- Provide for roadway cleanliness, within the alignment of the corridor.
- Provide for sidewalk and roadway surface maintenance to the extent the damage concerns are not integral to bridge structural components. CITY may provide for temporary measures for items which cause immediate concerns to area traffic but are not structural in nature and will notify the DEPARTMENT of such concerns in a timely manner.
- Provide for graffiti abatement on components readily accessible from the bridge roadway surface.
- CITY will not be required to obtain DEPARTMENT permits for routine maintenance, performed by CITY employees, and instead is solely responsible

for proper work performance and rolling traffic control activities. Maintenance activities performed by contract services which require stationary traffic control devices will require the CITY to obtain the necessary traffic control plan approval from DEPARTMENT. Activities which impact the bridge structure will require approval from DEPARTMENT.

27. To accept maintenance responsibilities for the Lone Mountain Grade Separation Structure (H-1220) as shown in Exhibit D (except those improvements for which DEPARTMENT accepts maintenance responsibilities as described in Article II, Paragraph 26) and more explicitly outlined below:

- Maintain asphalt roadway up to connection with bridge approach slab.
- Maintain all drainage infrastructure within CITY right-of-way.
- Provide for maintenance of roadway surface traffic delineation for entire length.
- Provide for necessary median island improvement and maintenance.
- Provide for maintenance and operations of adjacent traffic signals, if applicable.
- Provide for maintenance and operations of bridge roadway lighting components which are accessible from the roadway surface, excluding any part which is integral to the bridge.
- Maintain all ground mounted, non-overhead, traffic signs related to normal street operations that are accessible from the roadway surface.
- Provide for roadway cleanliness.
- Provide for sidewalk and roadway surface maintenance to the extent the damage concerns are not integral to bridge structural components. CITY may provide for temporary measures for items which cause immediate concerns to area traffic, which are not structural in nature and will notify DEPARTMENT of such concerns in a timely manner.
- Provide for graffiti abatement on components readily accessible from the roadway surface.
- The CITY will not be required to obtain DEPARTMENT permits or approvals for routine maintenance, performed by CITY employees, and instead is solely responsible for proper work performance and traffic control activities. Maintenance activities performed by contract services which require additional stationary traffic control devices will require the CITY to obtain the necessary traffic control plan approval from the DEPARTMENT. Activities which impact the bridge structure will require approval from DEPARTMENT.

28. To maintain and operate Oso Blanca Road as shown on Exhibit A. Operation and maintenance will include, but is not limited to:

- Maintain the surface roadway corridor, including pavement, curb and gutter.
- Maintain all drainage infrastructure in accordance with MS4 requirements as shown on Exhibit E.
- Provide for maintenance of pavement traffic delineation in roadway corridor.
- Provide for necessary median island improvement and maintenance.
- Provide for maintenance and operations of interchange traffic signals.
- Provide for maintenance and operations of underdeck roadway lighting, excluding any part which is integral to the bridge structure.
- Maintain all ground mounted, non-overhead, traffic signs related to normal street operations that are accessible from the roadway surface.
- Provide for roadway cleanliness.
- Provide for graffiti abatement on components readily accessible from the roadway surface.

- The CITY will not be required to obtain DEPARTMENT permits or approvals for routine maintenance, performed by CITY employees, and instead is solely responsible for proper work performance and rolling traffic control activities. Maintenance activities performed by contract services which require stationary traffic control devices will require the CITY to obtain the necessary traffic control plan approval from DEPARTMENT. Activities which impact the bridge structure will require approval from the DEPARTMENT.

29. To accept maintenance responsibilities for the BONANZA TRAIL, as shown in Exhibit B, including but not limited to: 1) the pavement and sidewalk surface, including striping, curbs, gutters, surface street sweeping and cleaning; 2) trail bollards; 3) local drainage systems; 4) landscaping; and 5) lighting. The DEPARTMENT will continue to maintain the existing soundwalls within the DEPARTMENT's right-of-way, adjacent to US-95 and the BONANZA TRAIL.

30. The PROJECT will install conduit for future Smart Cities technology. When the technology is ready for operations, CITY shall install all additional equipment required for the operation, then take responsibility for the operation and maintenance of Smart Cities infrastructure pursuant to an additional approved Encroachment Permit issued by the DEPARTMENT.

31. The CITY 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.

32. The PROJECT will construct foundations, poles, controller cabinet, luminaires, conduit, junction boxes, ITS appurtenances, and some conductors at the intersection of Westbound CC-215 exit ramp and Oso Blanca Road. The CITY shall not install the traffic signal mast arms, signal heads, and signage until such time as signal warrants are met with actual traffic counts at the intersection as determined and approved by the DEPARTMENT as described in Article II, Paragraph 29.

33. The PROJECT will construct foundations, poles, controller cabinet, luminaires, conduit, junction boxes, ITS appurtenances, and some conductors at the intersection of Eastbound CC-215 entrance ramp and Oso Blanca Road. The CITY shall not construct a signal system until such time as signal warrants are met with actual traffic counts at the intersection as determined and approved by the DEPARTMENT as described in Article II, Paragraph 29.

ARTICLE II - DEPARTMENT AGREES

1. To obligate a maximum of Nine Million Six Hundred Thousand and No/100 Dollars ($9,600,000.00) of CMAQ funds in FFY 2020 toward the construction and construction engineering of a portion of the CENTENNIAL TRAIL as shown in Exhibit A.

2. To bill the CITY upon completion of the SEWER for a portion of the total construction engineering costs for the SEWER estimated to be Fifty Thousand and No/100 Dollars ($50,000.00). CONSTRUCTION ENGINEERING COST will be calculated based on ten percent (10%) of the actual amount of the awarded bid.

3. To bill the CITY within ninety (90) calendar days after construction of the SEWER is complete for the SEWER COST estimated to be Five Hundred Thousand and No/100 Dollars ($500,000.00).

4. To bill the CITY for construction costs for miscellaneous traffic operations related items per the CITY's request in the amount of Two Hundred Sixty Thousand and No/100 Dollars ($260,000.00) no sooner than SUBSTANTIAL COMPLETION.

5. To fund the design and construction of the PROJECT.

6. To fund the construction of the LONE MOUNTAIN WIDENING as shown on Exhibit D.

7. To establish a Project Identification Number to track PROJECT costs.

8. To provide the CITY with supporting documentation for the construction costs for the FACILITIES.

9. To construct the PROJECT and FACILITIES in accordance with the mutually approved plans and specifications for the PROJECT and FACILITIES and pursuant to the terms and conditions of this Agreement.

10. To request the assistance of CITY, when necessary and at no cost, with any utility relocation agreements needed for the design and construction of the PROJECT.

11. To apply for a line extension agreement with NV Energy for CITY-owned and maintained signal systems and roadway lighting constructed as part of this PROJECT.

12. To request a permit from the CITY, at no cost, to allow the DEPARTMENT and its agents and contractors access to all CITY right-of-way necessary for the construction and staging of the PROJECT.

13. To coordinate detours, haul routes, lane closures, and barricades on CITY streets and right-of-way with the CITY as plans are developed and direct its contractor to obtain a no-fee Traffic Control Barricade permit from the CITY for any/all devices placed within CITY rights-of-way.

14. To allow the CITY fourteen (14) calendar days to review, comment, and approve DEPARTMENT-submitted, contractor-designed, traffic control plans for any facility or improvement that will be owned and/or maintained by the CITY, or any other traffic control plans for work proposed in CITY public right-of-way within the limits of the PROJECT.

15. The CITY will request a cost estimate for the CHANGES they initiate to be performed by the DEPARTMENT's Contractor and included in the PROJECT. The DEPARTMENT will review and approve those CHANGES requested by the CITY within five (5) working days after service of such submission. Such approval shall not be unreasonably withheld. In the event the CITY approves, in writing, the cost estimate for the CHANGES, the CITY will reimburse the DEPARTMENT for the CHANGES with CITY CONTINGENCY as outlined in Article I, Paragraph 3, in the amount of the cost of the CHANGES. If the CHANGES exceed the available balance of the CITY CONTINGENCY budget and subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY, an amendment to this Agreement shall be executed by both parties prior to authorization of the CHANGE. In the event the CITY's governing body does not approve allocation of sufficient funds, the CHANGE shall not be issued, and such work shall not be completed.

16. To invoice the CITY for all costs associated with CHANGES incurred during the construction of the FACILITIES as part of the PROJECT.

17. To fund and install all traffic signal systems and roadway lighting included in the PROJECT in accordance with the CITY's standards and practices at no cost to the CITY except as described in Article I, Paragraph 7.

18. To issue an encroachment permit to the CITY, at no cost, allowing the CITY to occupy DEPARTMENT right-of-way for the purpose of maintaining the PROJECT as specifically described in Article I.

19. To provide the CITY with "as-built" drawings and final map locations as soon as practicable following the completion of the PROJECT and no later than ninety (90) calendar days after such completion.

20. To allow the CITY to observe, review, and inspect all work associated with the FACILITIES during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

21. To own and maintain all PROJECT improvements (except those improvements for which CITY accepts maintenance responsibility as described in Article I).

22. To fund one hundred percent (100%) of the replacement/repair costs for traffic signal, signalized intersection roadway lighting, and roadway lighting equipment replaced or repaired due to accidental damages, provided replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars ($1,500.00) and are unrecoverable by insurance or other means. Replacement/repair shall be limited to the controller cabinet and/or the ancillary devices inside, electrical service, conduit, detection system, traffic signal poles, traffic signal mast arms, traffic signal heads, luminaire poles, and luminaire mast arms. In the event replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars ($1,500.00), CITY shall notify DEPARTMENT and coordinate work.

23. To own, operate, maintain, and provide power for architectural lighting (consisting of pole foundations, luminaires, supporting arms and poles, power conductor, and all related equipment) installed and/or modified as necessary to maintain the improvements in a fit, safe, and fully functional level of performance as shown in Exhibit F. Architectural lighting consists of pilaster lighting, monument lighting (seashell, sabertooth, and dragonfly), head wall lighting (mammoth wall lighting), pyramid lighting, and back lighting for image panels.

24. To own, operate, and maintain the CENTENNIAL TRAIL and CENTENNIAL TRAIL Overpasses and Underpass (P-3037, P-3038, and P-3039) to include all trail improvements and unimproved areas from Grand Montecito Parkway to Tenaya Way (except for those improvements which CITY accepts maintenance responsibility for as described in Article I, Paragraph 22).

25. To own the Sky Pointe Drive Overpass bridge structures (H-3033 and H3034) and new approach ramps along with the maintenance of the bridge structural components, abutments, piers, slope paving, and the approach slabs (except those improvements which CITY accepts maintenance responsibility as described in Article I, Paragraph 26) and more explicitly outlined below:

- To be responsible for bridge structure and associated components, such as abutments, retaining walls, columns, safety systems, bridge aesthetics, embankments, and slope paving.
- To be responsible for all drainage infrastructure within DEPARTMENT right-of-way unless the infrastructure is a regional flood control facility with maintenance roles previously agreed upon.
- To be responsible for all entry and exit ramp improvements.

- To be responsible for any guard and/or barrier rail and fencing maintenance along roadway surface.
- To be responsible for any crash devices associated with bridge structure.
- To be responsible for any signage associated with CC-215 alignment.
- To provide for underpass roadway lighting operations and maintenance.
- To be responsible for graffiti removal and restoration on finishes on all bridge components visible from US-95 and/or from CC-215, and not readily accessible from bridge roadway surface.
- To be responsible for DEPARTMENT activities which impact roadway traffic flow. The DEPARTMENT will coordinate traffic control plan approval with CITY.

26. To own the Lone Mountain Grade Separation structure (H-1220) and new approach ramps along with the maintenance of the bridge structural components, abutments, piers, slope paving, and the approach slabs (except those improvements which CITY accepts maintenance responsibility as described in Article I, Paragraph 27) and more explicitly outlined below:

- To be responsible for bridge structure and associated components, such as abutments, retaining walls, columns, embankments, access maintenance roads and slope paving.
- To be responsible for all drainage infrastructure within DEPARTMENT right-of-way.
- To be responsible for any guard and/or barrier rail and fencing maintenance along roadway surface.
- To provide for underpass roadway lighting operations and maintenance.
- To be responsible for any crash devices associated with bridge structure.
- To be responsible for any signage associated with the US-95 alignment.
- To be responsible for graffiti removal and restoration on finishes on all bridge components visible from US-95 and not readily accessible from bridge roadway surface.

27. To own the bridge structures over Oso Blanca (H-3024, H-3031 and H-3032) and new approach ramps along with the maintenance of the bridge structural components, abutments, piers, slope paving, and the approach slabs and more explicitly outlined below:

- To be responsible for bridge structure and associated components, such as abutments, retaining walls, columns, embankments, and slope paving.
- To be responsible for graffiti removal and restoration of finishes on all bridge components.
- To be responsible for roadway lighting which is integral to the bridge structures.

28. To dedicate the right-of-way for Oso Blanca Road to the CITY upon completion of the PROJECT.

29. To approve signal warrants when met with actual traffic counts at the Westbound CC-215 exit ramp and Oso Blanca Road intersection and the Eastbound CC-215 entrance ramp and Oso Blanca Road intersection before CITY activates and/or constructs the signal systems.

30. To issue an encroachment permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of maintaining the PROJECT as provided more specifically in Article I of this Agreement.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2024, 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. Maintenance responsibility is defined as taking over all maintenance activities within the right-of-way, including, but not limited to, maintenance of pavement, curb and gutter, sidewalk, signing, fencing, irrigation, landscaping, storm drain facilities, and lighting.

3. Operation responsibility includes the issuance of all permits and improvements as needed within each party's right-of-way.

4. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

5. The parties agree to allow each other to observe, to 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 CITY 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 CITY shall be responsible for all costs associated with change orders requested by the CITY, which cannot be foreseen at this time. It is the intention of the parties that this review does not constitute a joint exercise of powers pursuant to NRS 277.080 to 277.170.

6. 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.

7. 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 L. Swallow, P.E., Director
Attn.: Jenica Keller, P.E.
Nevada Department of Transportation
Division: Project Management
1263 South Stewart Street
Carson City, NV 89712
Phone: 775-888-7592
E-mail: Jenica.keller@dot.nv.gov

FOR CITY:

Mike Janssen, P.E., P.T.O.E., Director Public Works
Attn.: Greg McDermott, P.E.
City of Las Vegas
333 N. Rancho Drive, 9th Floor
Las Vegas, NV 89106
Phone: 702-229-2143
E-mail: gmcdermott@lasvegasnevada.gov

8. 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.

9. 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.

10. 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 the breach.

11. 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.

12. Each party shall be responsible for its own negligence. The parties hereto understand and agree that neither this assumption of liability nor any other provision of this Agreement shall constitute a waiver by either party of any protection it has against liabilities or damages or any limitations thereon under NRS Chapter 41 or other protections or limitations that arise by virtue of either the CITY's status as a political subdivision of the State of Nevada or the DEPATMENT's status as a division of the State of Nevada. This paragraph shall survive any termination or natural expiration of this Agreement.

13. 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.

14. Failure to declare a breach or the actual waiver of any particular breach of this 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.

15. 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.

16. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

17. Except as otherwise expressly 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. The DEPARTMENT does not provide any warranty that the estimate of the PROJECT cost is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices. The CITY shall be wary in its reliance on the estimates set forth in this Agreement.

23. The DEPARTMENT will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. The DEPARTMENT has the right to reject any and all bid proposals determined not to be in the best interest of the State.

24. Construction engineering costs will be the actual construction engineering costs incurred by the DEPARTMENT during the construction of the PROJECT.

25. Should this Agreement be terminated by the CITY prior to completion of the PROJECT, the CITY will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of this Agreement's termination.

26. The CITY agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

PROJECT costs for the SEWER are estimated as follows:

SEWER Construction	$ 500,000
DEPARTMENT Construction Engineering for SEWER	$ 50,000
TOTAL SEWER Costs	$ 550,000

27. The CITY agrees to allow the DEPARTMENT to obligate a maximum of Nine Million Six Hundred Thousand and No/100 Dollars ($9,600,000.00) in CMAQ funds. If

construction and construction engineering of a portion of the CENTENNIAL TRAIL are less than Nine Million Six Hundred Thousand and No/100 Dollars ($9,600,000.00), CITY agrees remaining funds can be applied to additional work on the PROJECT that is eligible for CMAQ funds.

28. The CITY agrees to reimburse the DEPARTMENT a total of Two Hundred Sixty Thousand and No/100 Dollars ($260,000.00) for construction costs for miscellaneous traffic operations related items per the CITY's request. The DEPARTMENT agrees to fund construction costs above the CITY's contribution of Two Hundred Sixty Thousand and No/100 Dollars ($260,000.00).

29. The CITY will ensure that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared in the performance of obligations under this Agreement shall be the exclusive, joint property of the CITY and the DEPARTMENT. The CITY will ensure that any consultant will not use, willingly allow, or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the CITY and the DEPARTMENT. The CITY shall not utilize (and shall ensure any consultant will not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The CITY (and any consultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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, pursuant to NRS 719.240, and upon receipt will be deemed

originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties have 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 4/14/2020
Deputy City Attorney Date

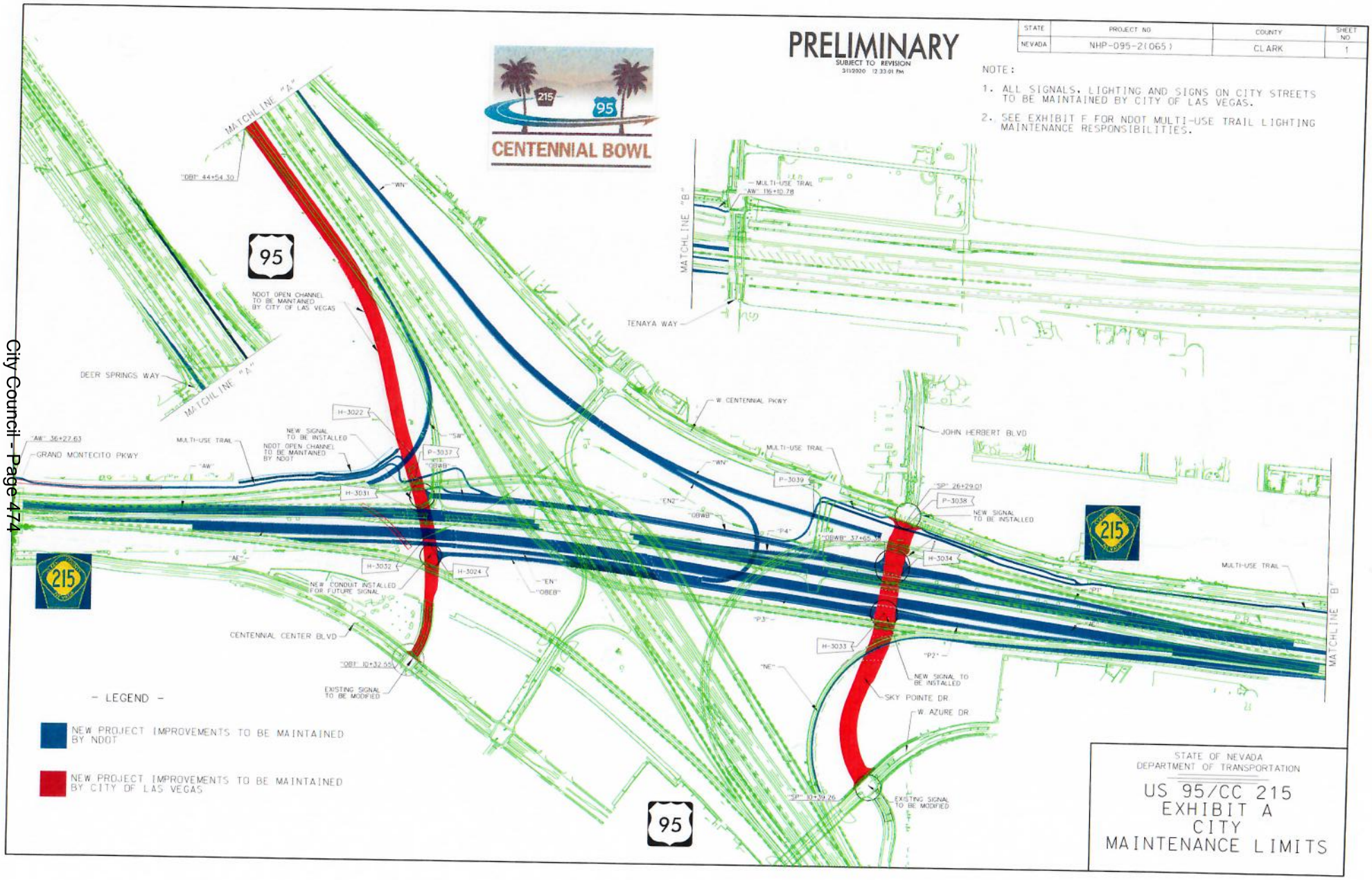
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General


PRELIMINARY
SUBJECT TO REVISION
3/12/2020 12:33:01 PM
STATE | PROJECT NO | COUNTY | SHEET NO.
NEVADA | NHP-095-2(065) | CLARK | 1
NOTE:
1. ALL SIGNALS, LIGHTING AND SIGNS ON CITY STREETS TO BE MAINTAINED BY CITY OF LAS VEGAS.
2. SEE EXHIBIT F FOR NDOT MULTI-USE TRAIL LIGHTING MAINTENANCE RESPONSIBILITIES.
CENTENNIAL BOWL
MATCHLINE "A"
MATCHLINE "B"
TENAYA WAY
DEER SPRINGS WAY
GRAND MONTECITO PKWY
W. CENTENNIAL PKWY
JOHN HERBERT BLVD
CENTENNIAL CENTER BLVD
SKY POINTE DR.
W. AZURE DR.
MULTI-USE TRAIL
NDOT OPEN CHANNEL TO BE MAINTAINED BY CITY OF LAS VEGAS
NDOT OPEN CHANNEL TO BE MAINTAINED BY NDOT
NEW SIGNAL TO BE INSTALLED
NEW CONDUIT INSTALLED FOR FUTURE SIGNAL
EXISTING SIGNAL TO BE MODIFIED
H-3022
H-3031
H-3032
H-3024
P-3037
P-3039
P-3038
H-3034
H-3033
"AW" 36+27.63
"OBT" 44+54.30
"AW" 116+10.78
"OBT" 10+32.55
"SP" 26+29.01
"OBWB" 37+65.38
"SP" 30+39.26
- LEGEND -
NEW PROJECT IMPROVEMENTS TO BE MAINTAINED BY NDOT
NEW PROJECT IMPROVEMENTS TO BE MAINTAINED BY CITY OF LAS VEGAS
95
215
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
US 95/CC 215
EXHIBIT A
CITY
MAINTENANCE LIMITS

BONANZA TRAIL - EXHIBIT B



Legend

- NDOT - OWNED PARCELS FROM US-95 WIDENING
- TRAIL SEGMENTS
- SOUND WALL (NDOT MAINTAINED)
- PORTIONS OF NDOT PARCELS PROPOSED FOR CLV MAINTENANCE

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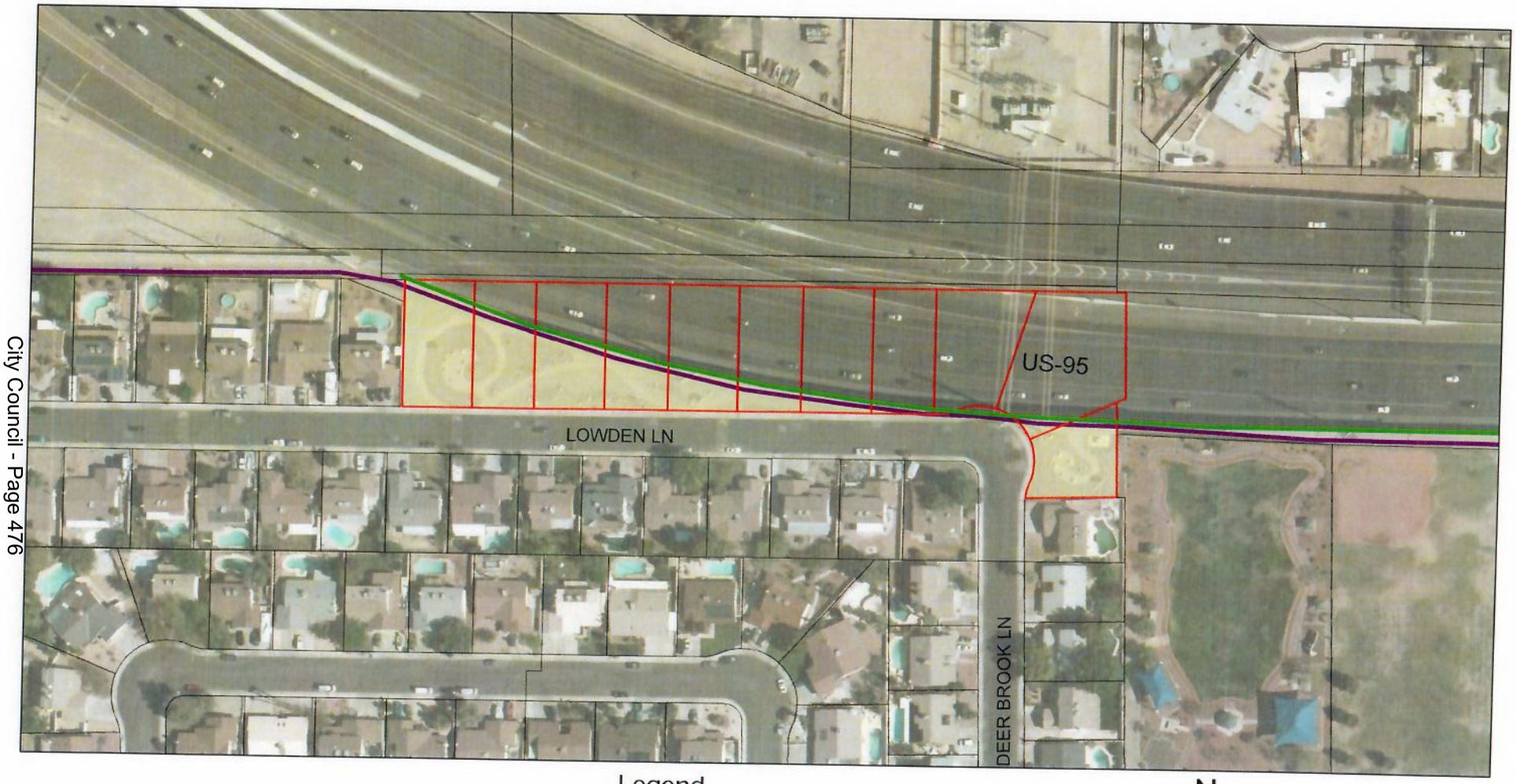
BONANZA TRAIL - EXHIBIT B



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- NDOT - OWNED PARCELS FROM US-95 WIDENING
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- SOUND WALL (NDOT MAINTAINED)
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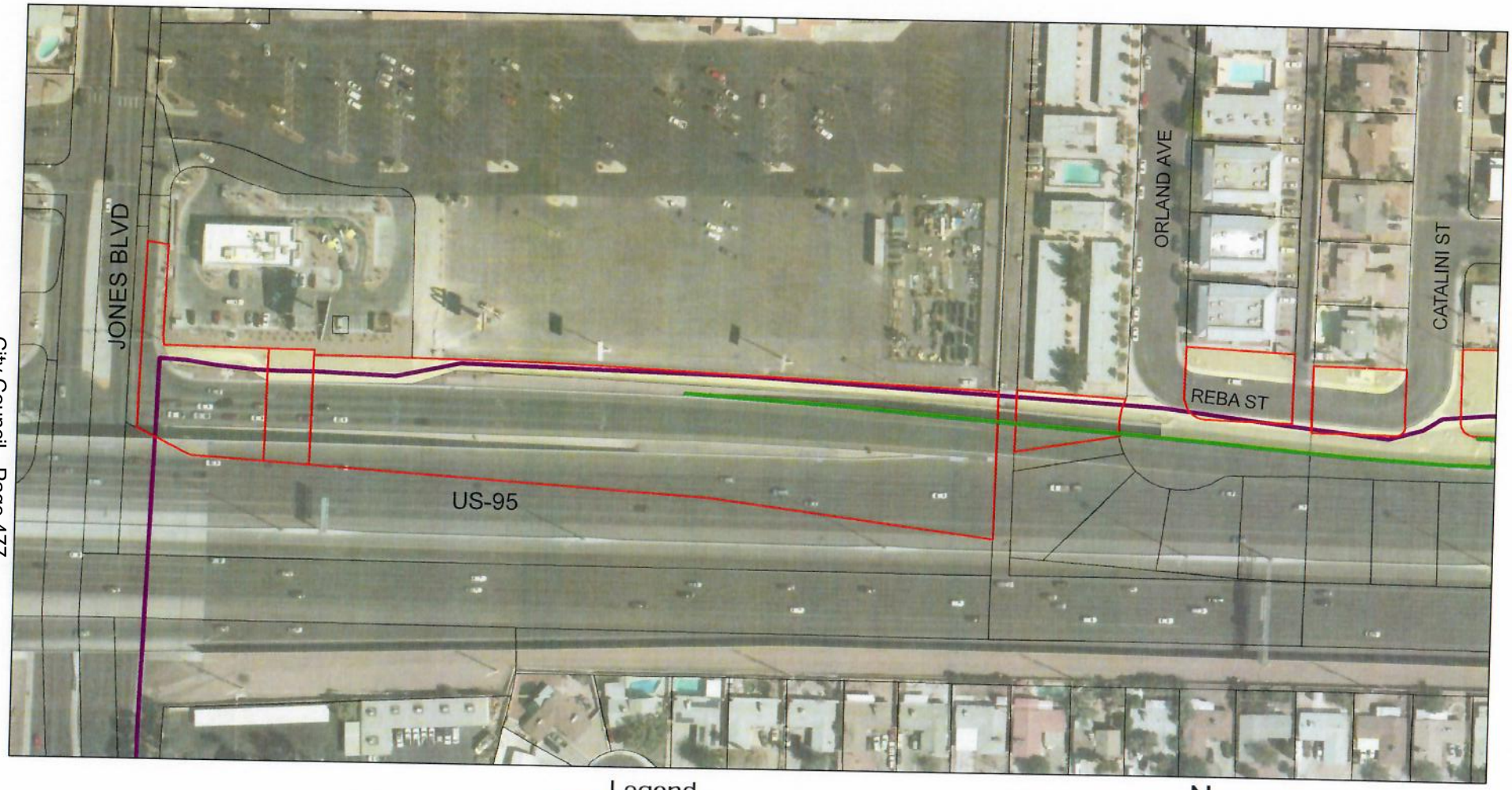

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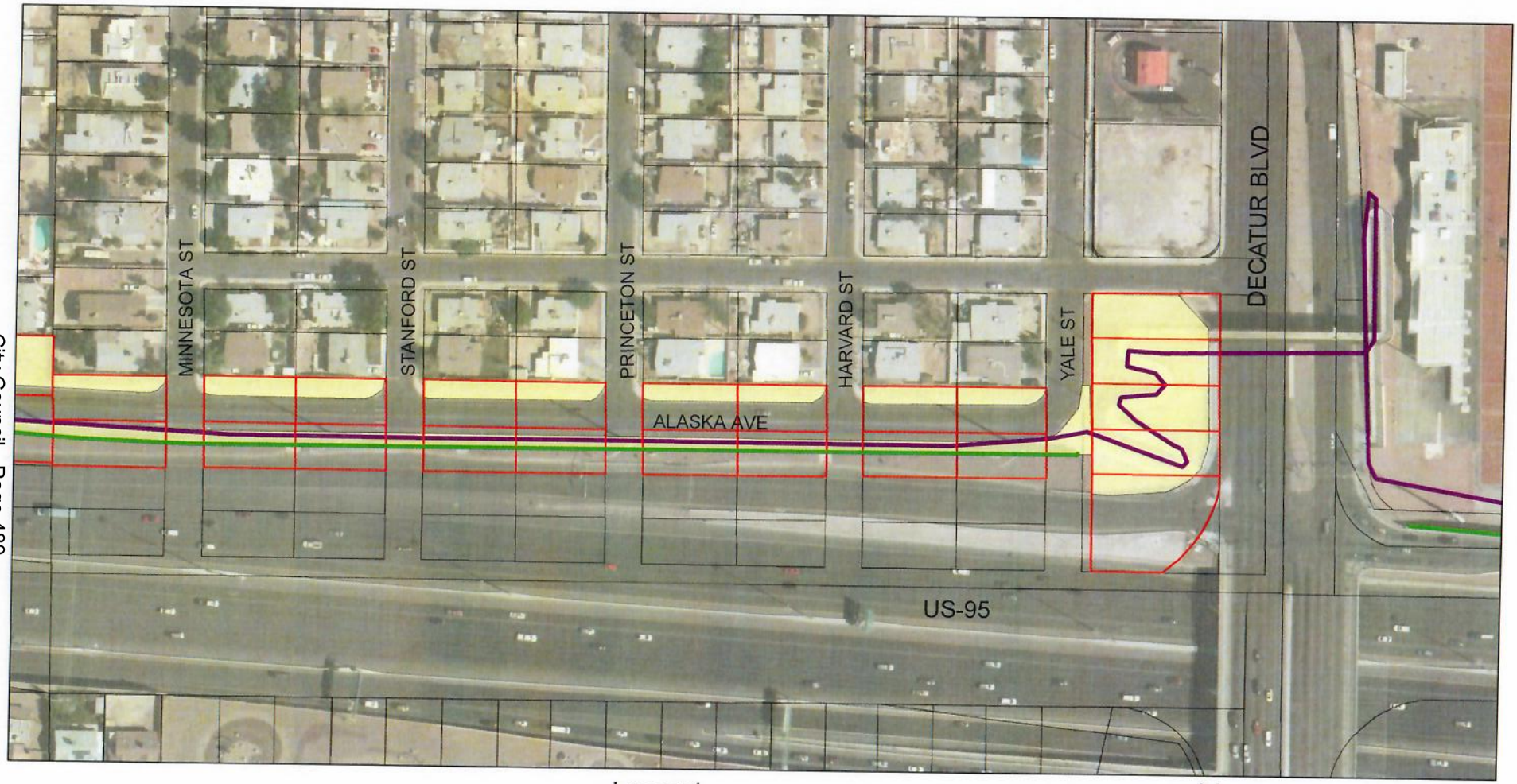

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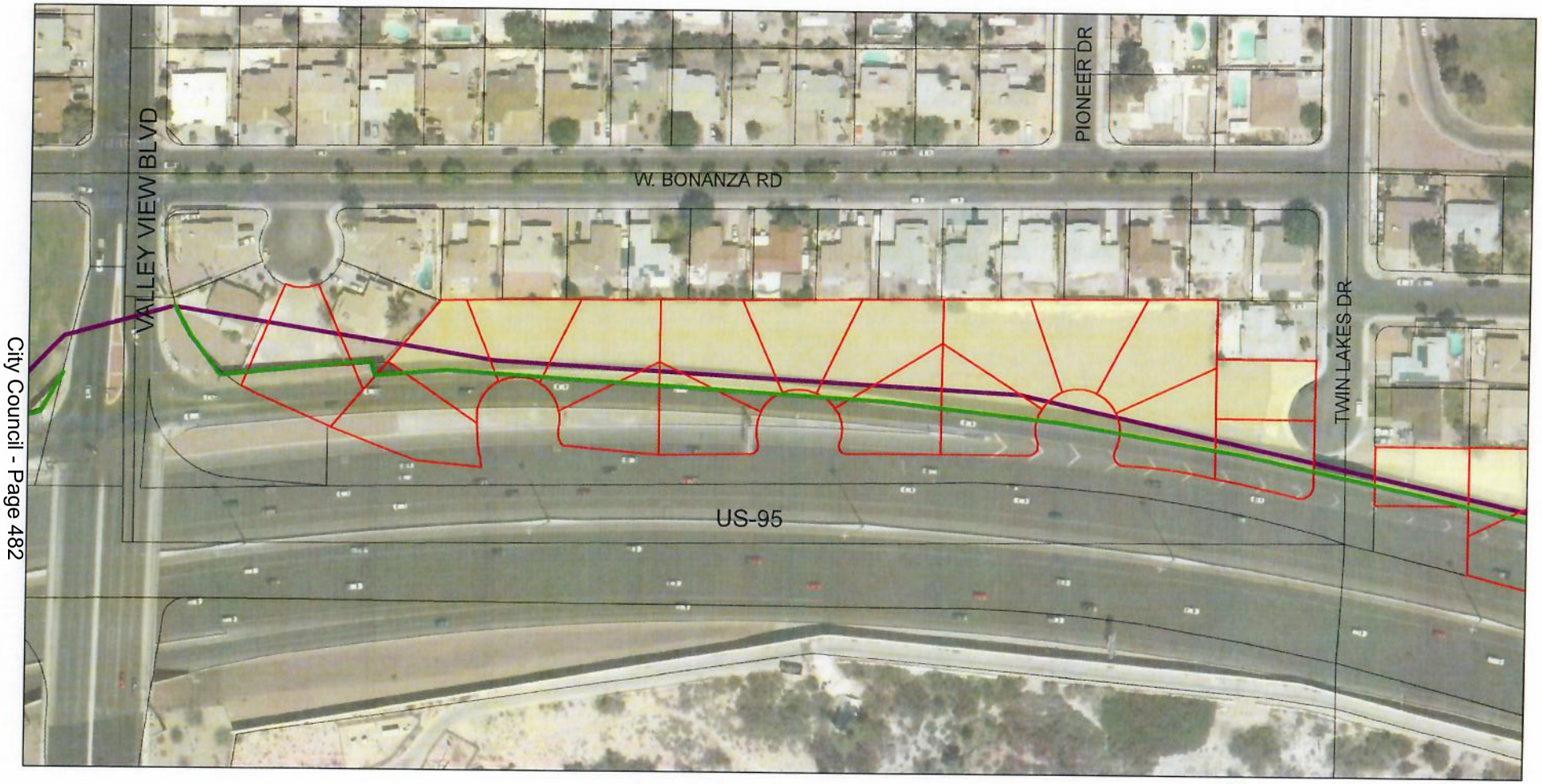

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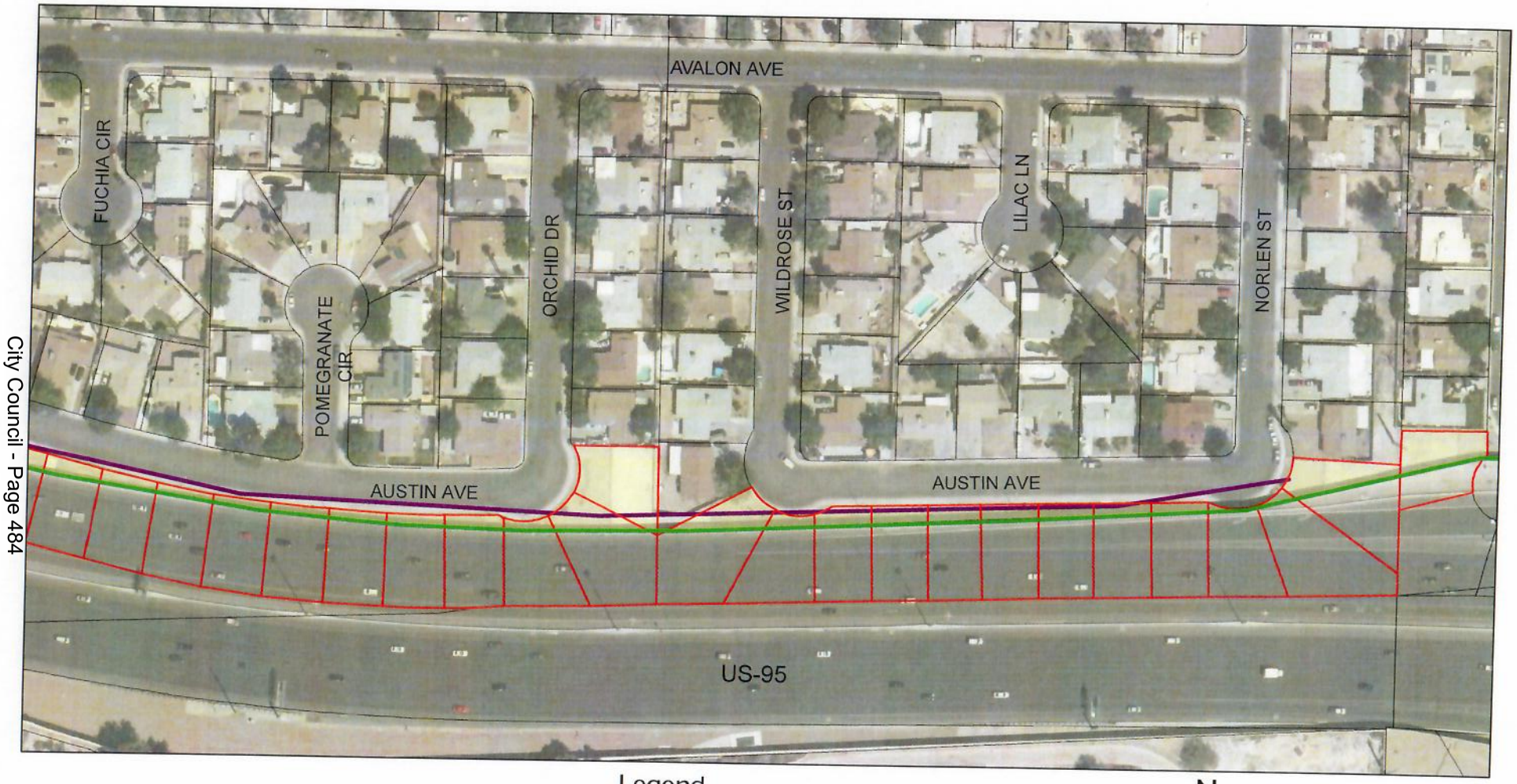

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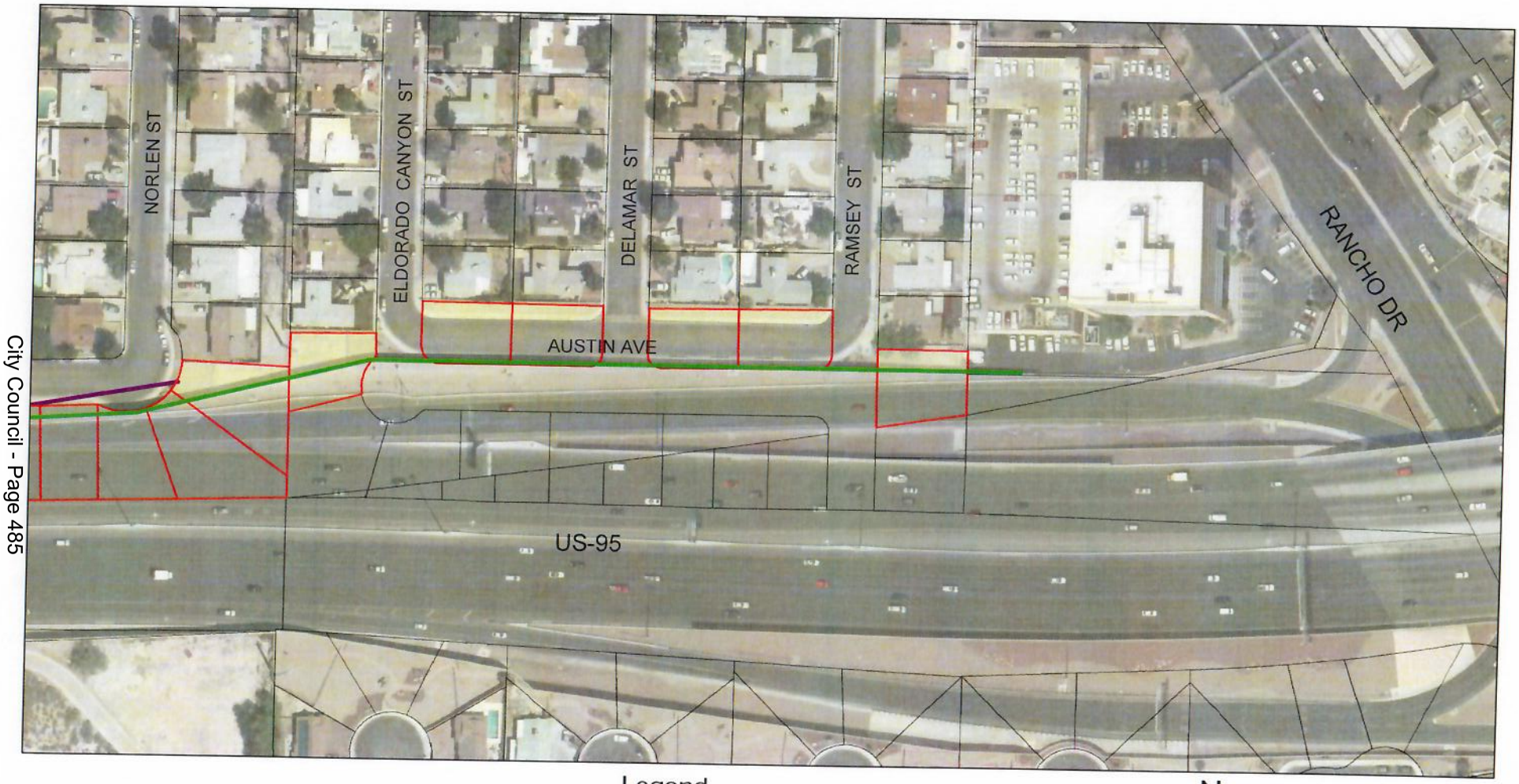

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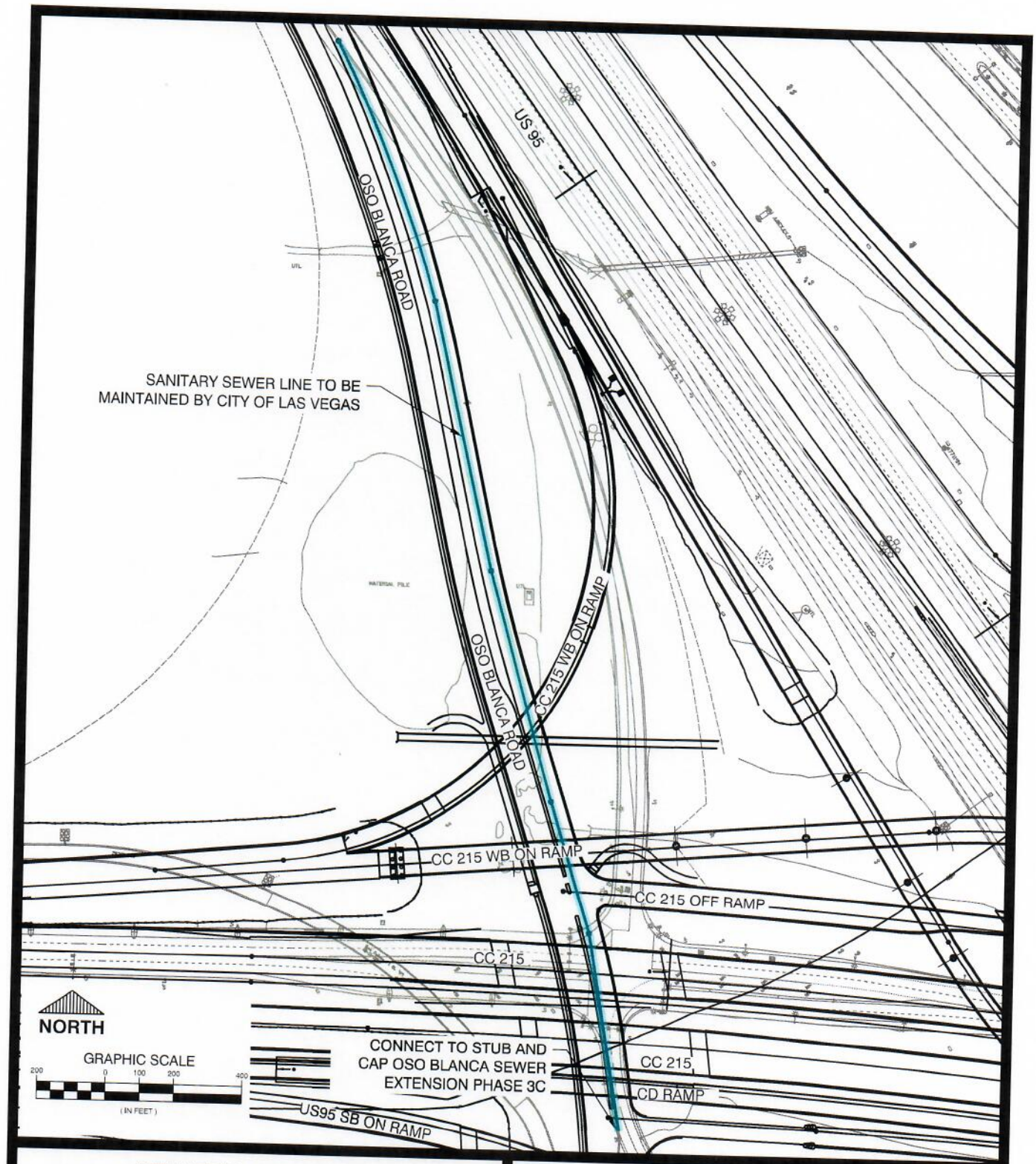


DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECT MANAGEMENT
DATE: 11/04/2019

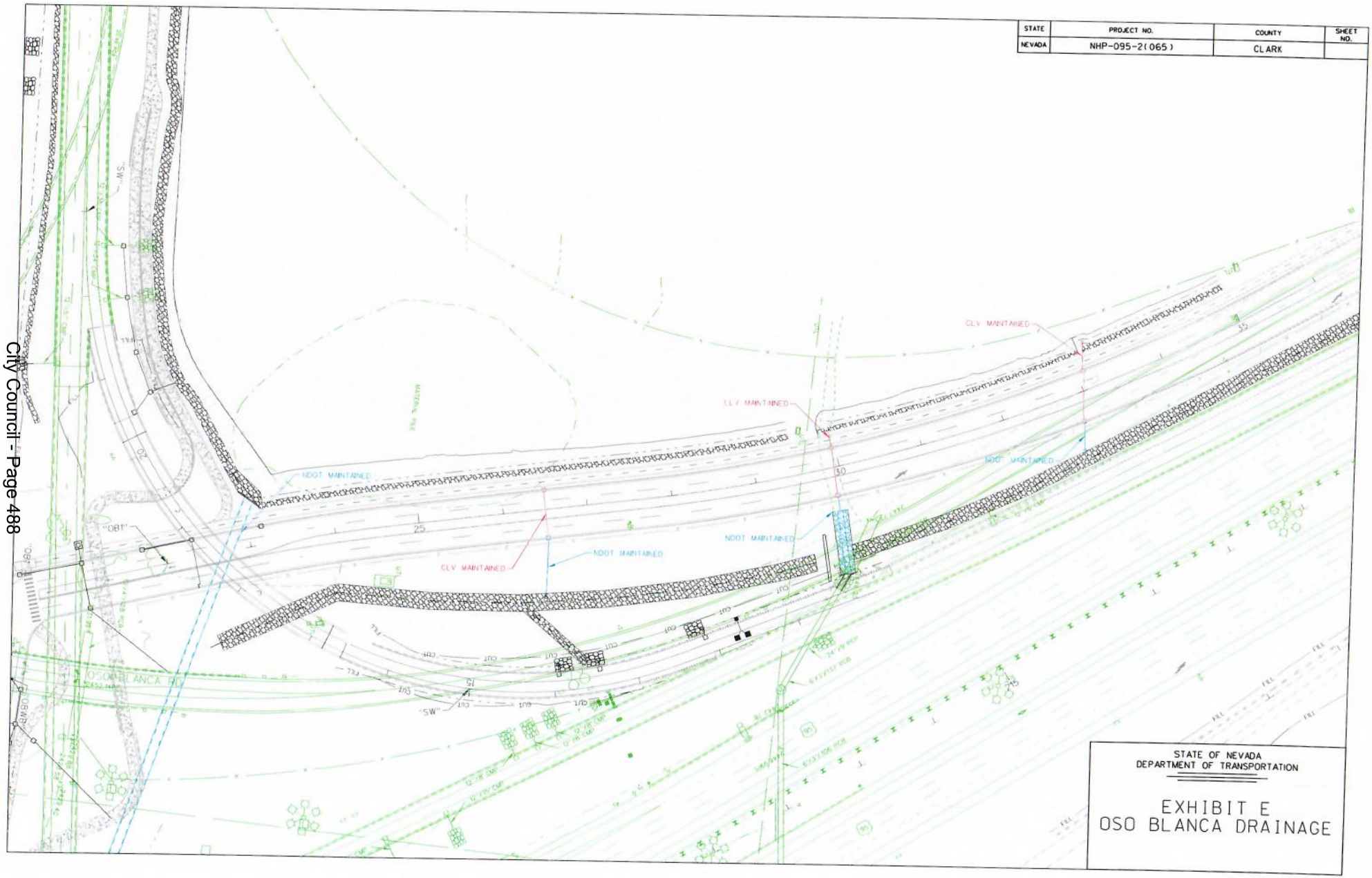
SHEET 1 OF 1

CENTENNIAL BOWL PHASE 3D

OSO BLANCA SEWER EXTENSION
CITY OF LAS VEGAS EXHIBIT C

LONE MOUNTAIN OVERPASS @ US-95
PROJECT LIMITS

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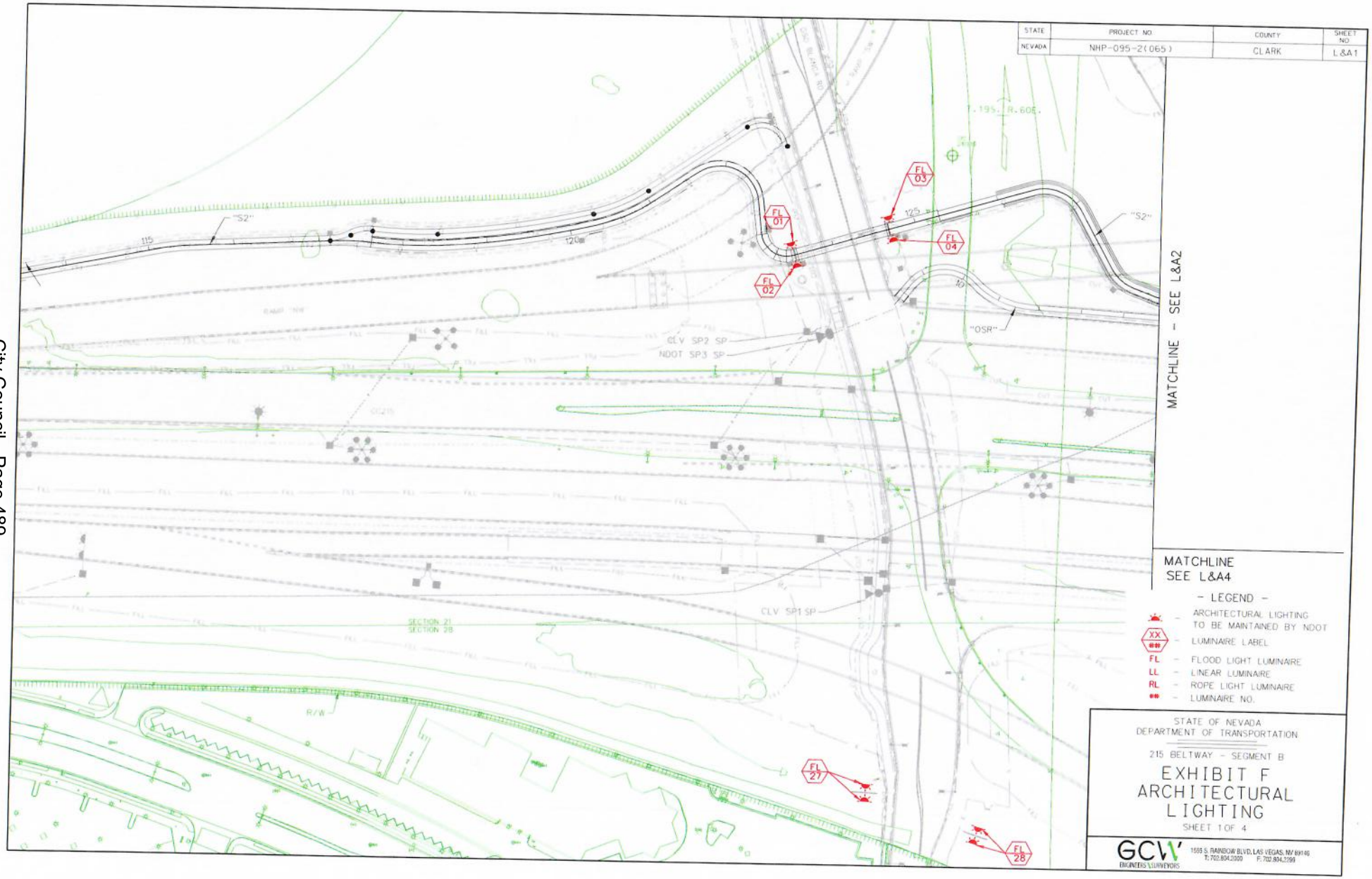
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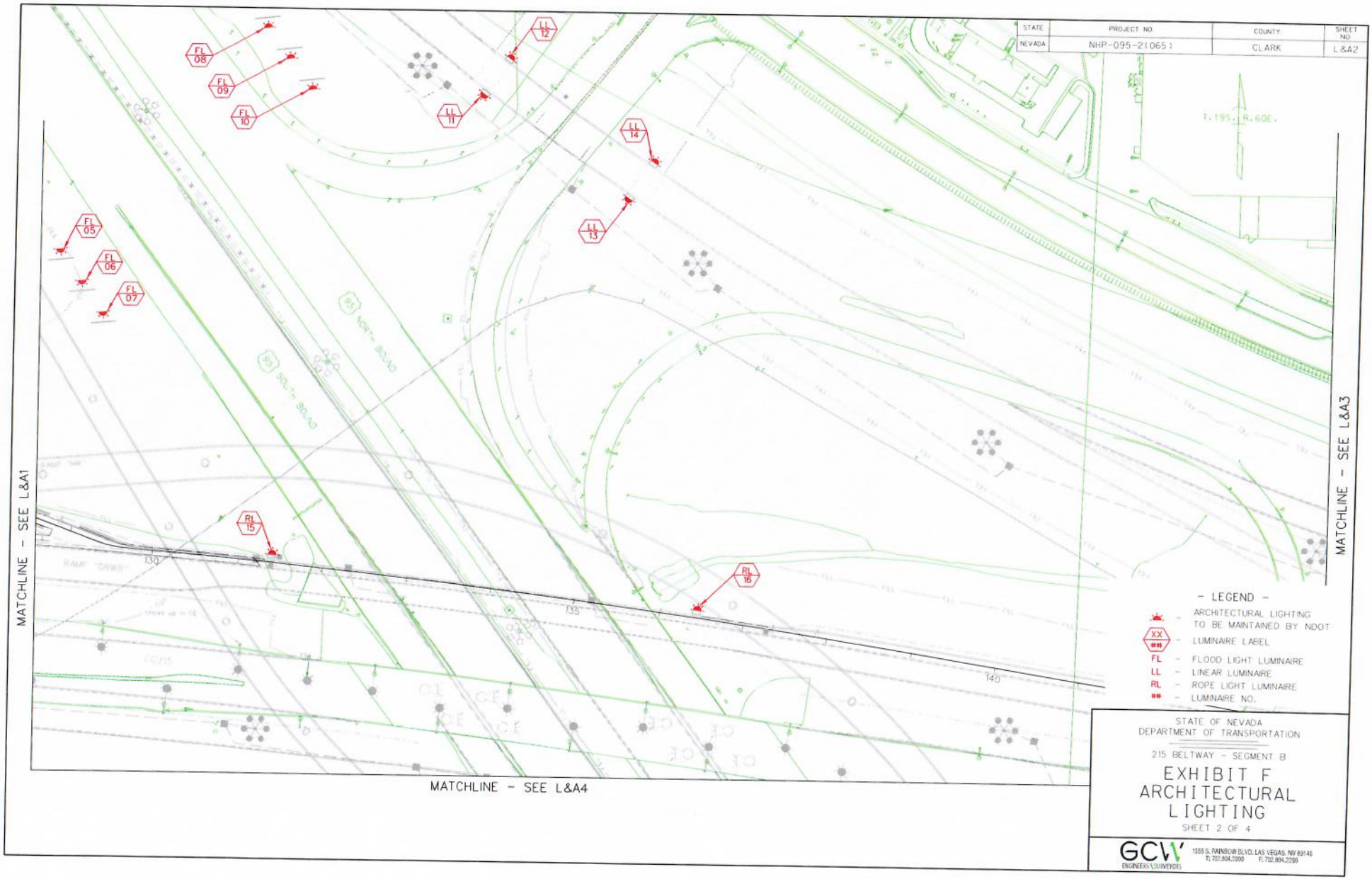
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
215 BELTWAY - SEGMENT B
EXHIBIT F
ARCHITECTURAL LIGHTING
SHEET 1 OF 4
GCW
ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD, LAS VEGAS, NV 89146
T: 702.804.2000 F: 702.804.2299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DEPARTMENT OF TRANSPORTATION
215 BELTWAY - SEGMENT B
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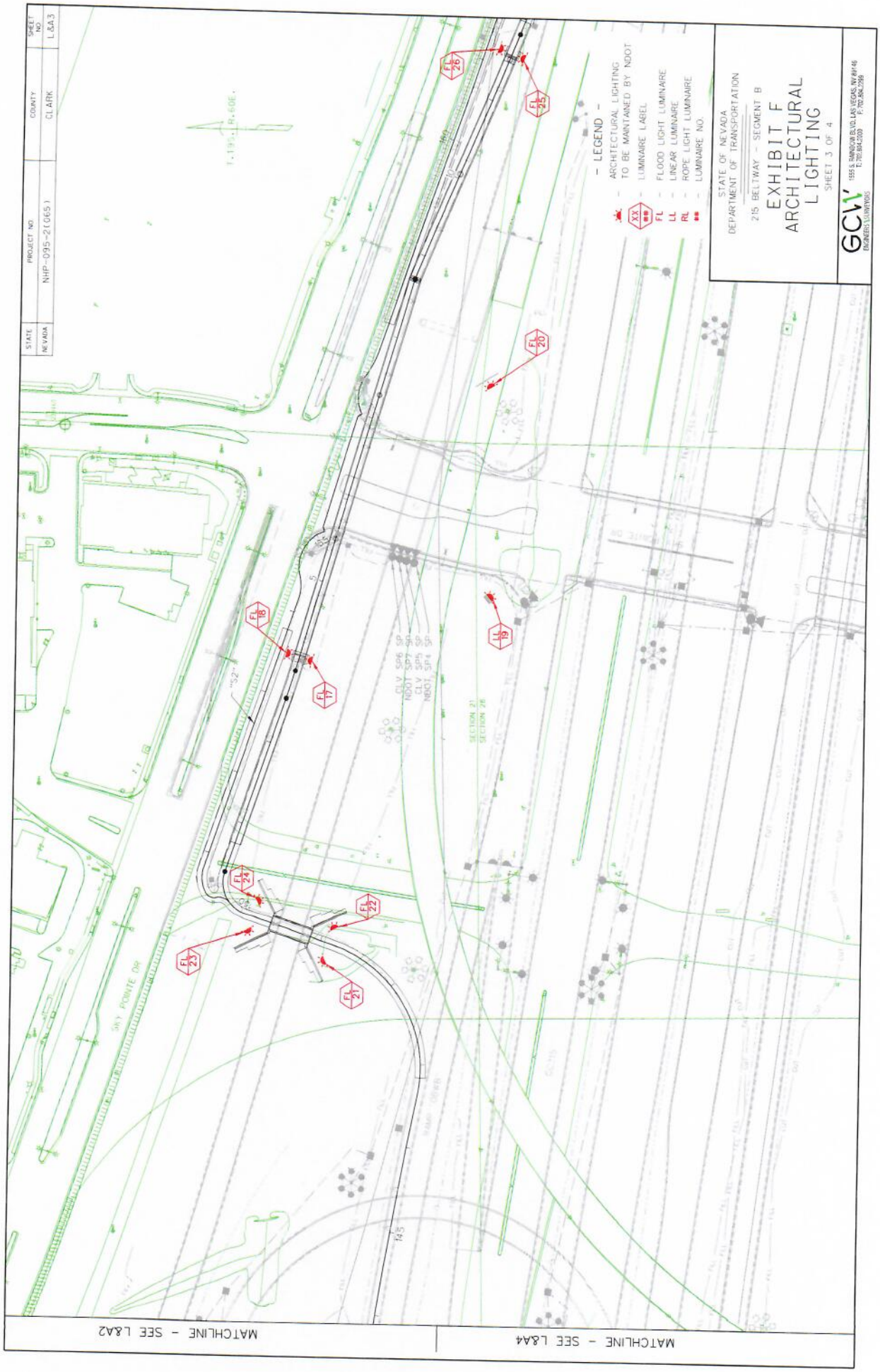
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STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
215 BELTWAY - SEGMENT B
EXHIBIT F
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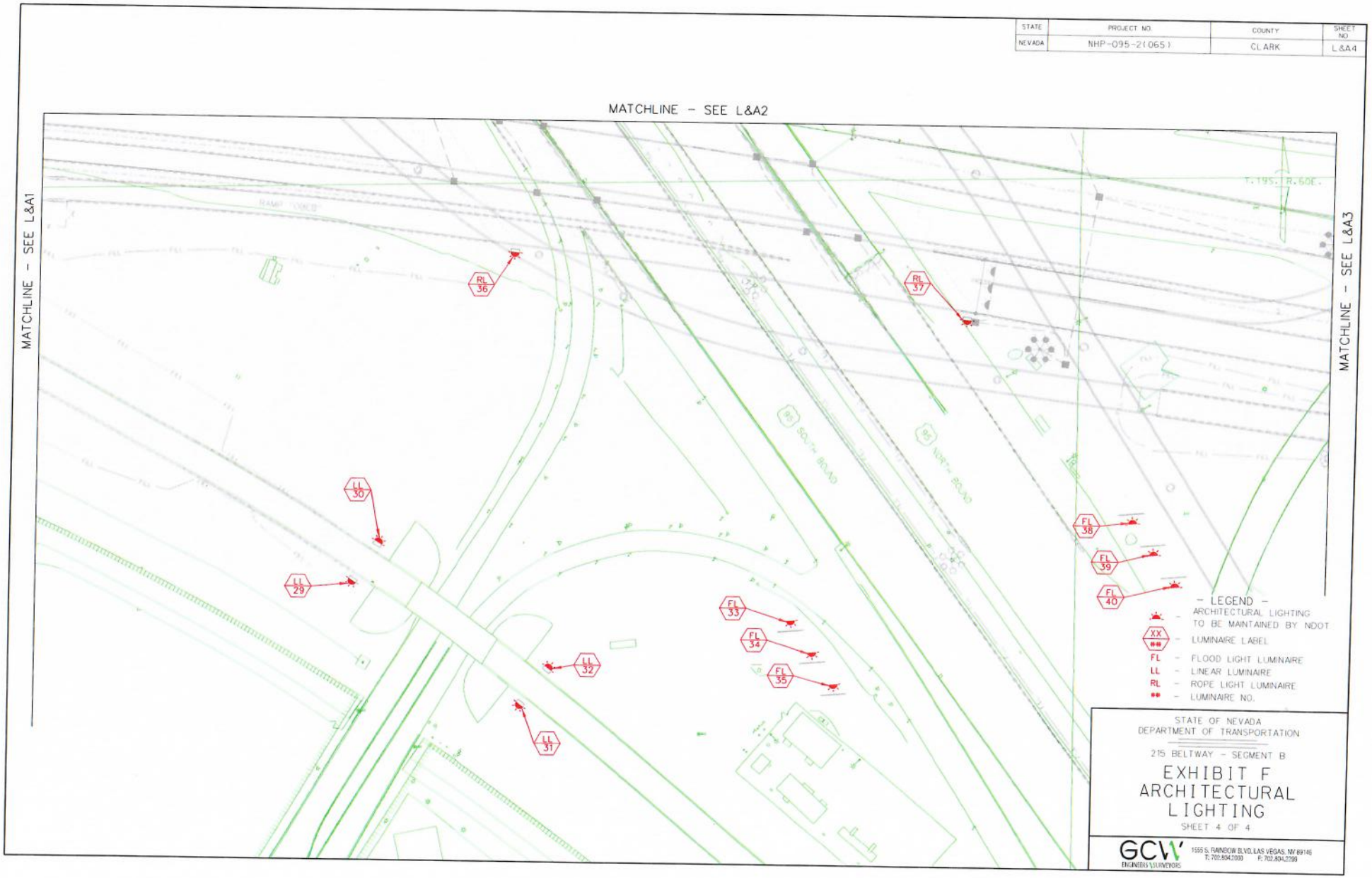
1555 S. RAINBOW BLVD. LAS VEGAS, NV 89146
T: 702.804.2100 FX: 702.804.2199
MATCHLINE - SEE L&A2
MATCHLINE - SEE L&A4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AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
34

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

SUBJECT:
RESOLUTIONS:

R-20-2020 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and 4550 Meadows Lane, LLC (Owner) and SW Meadows Lane, LLC (Tenant) located at 4550 Meadows Lane (APN 139-31-110-003), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 1 (Knudsen) [NOTE: This item is related to RDA Item 5 (RA-6-2020)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting SW Meadows Lane, LLC with the cost of improvements to the property located at 4550 Meadows Lane. 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-20-2020
2. Public Purpose Impact Analysis Report
3. Site Map

RESOLUTION NO. R-20-2020

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND 4550 Meadows Lane, LLC. ("OWNER") AND SW Meadows Lane, LLC (AS TENANT AND CVIP PARTICIPANT) FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-31-110-003

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, 4550 Meadows Lane, LLC (the "OWNER") the owner of real property and improvements located at 4550 Meadows Lane, and which parcel is commonly known as APN 139-31-110-003 (the "Site"); and

WHEREAS, SW Meadows Lane, LLC (the "CVIP PARTICIPANT") is the tenant of the real property located at 4550 Meadows Lane, 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 SW Meadows Lane, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2020.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

Michael Niarchos 4/13/20
_____
Date

EXHIBT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2020, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and 4550 Meadows Lane, LLC, a Delaware limited liability company (hereinafter referred to as the "Owner") and SW Meadows Lane, LLC, a Delaware limited liability company (hereinafter referred to as the "Tenant").

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 Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00)**, and the Tenant has provided a 200% matching cash contribution to the Agency's participation to ensure that the Tenant 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 and Tenant 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 and Tenant do 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 and Tenant warrant 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" and "Tenant", as used in this Agreement, include not only the Owner and Tenant but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency, Owner and Tenant individually may be referred to as "party" or collectively 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 Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant 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 Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Tenant 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 Tenant. 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 and/or Tenant, if any, 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 and/or Tenant agree 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 and/or Tenant shall be in default of this Agreement if Owner and/or Tenant 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 AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant 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 and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner and/or Tenant exercises the Option, the Agency agrees to sell and the Owner and/or Tenant 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 and/or Tenant 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 and/or Tenant'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 Tenant 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, Tenant 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/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant 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 and/or Tenant 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 Tenant in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Tenant is unable to obtain three (3) or more competitive bids, the Tenant 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 Tenant 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 Tenant 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 and/or Tenant 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 Tenant 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 Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant 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 Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant 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 and/or Tenant 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 and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Tenant 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 and Tenant warrant 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 and Tenant or any principal member of Owner and Tenant. Throughout the term hereof, Owner and Tenant 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 and/or Tenant 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 and/or Tenant 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 and/or Tenant 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) Tenant 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 and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant 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/or Tenant 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: 4550 Meadows Lane, LLC
Atten: Joseph Dushey, Managing Member
9 E 40th Street
New York, New York 10016

If to the Tenant: SW Meadows Lane, LLC
Atten: Samuel Dushey, Managing Member
9 E 40th Street
New York, New York 10016

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, Owner and Tenant 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, Owner and Tenant.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2020 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2020

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

4550 Meadows Lane, LLC

By: _____
Joseph Dushey, Managing Member
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

SW Meadows Lane, LLC

By: _____
Samuel A. Dushey, Managing Member
"Tenant"

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
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 - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

PARCEL 1:

PARCLE 1A:

LOTS SIX (6) AND SEVEN (7) OF SUTTER HILL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 18 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDEDMENT RECORDED JANUARY 29, 1979 IN BOOK 1002 AS INSTRUMENT NO. 961433 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCLE 1B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING AS SET FORTH IN A DOCUMENT ENTITLED “RECIPROCAL GRANT OF EASMENTS AND DECLARATION ESTABLISHING RESTRICTIONS AND COVENANTS” RECORDED OCTOBER 30, 1978 IN BOOK 963 OF OFFICIAL RECORDS, AS DOCUMENTS NO. 922424.

PARCLE 2:

PARCEL 2A:

LOT EIGHT (8) OF SUTTER HILL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 18 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT REOCRDED JANUARY 29, 1979 IN BOOK 1002 AS INSTRUMENT NO. 961433 OF OFFICAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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A NON-EXCLUSIVE EASEMENT FOR INGREES, EGRESS AND PARKING AS SET FORTH IN A DOCUMENT ENTITLED “RECIPROCAL GRANT OF EASEMENTS AND DECLARATION ESTABLISHING RESTRICTIONS AND COVENANTS” RECORDED OCTOBER 30, 1978 IN BOOK 963 OF OFFICAL RECORDS, AS DOCUMENT NO. 922424.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

4550 Meadows Lane, LLC (Lessor)

and

SW Meadows Lane, LLC (Lessee)

Is on file with the City of Las Vegas Redevelopment Agency

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the street and the building faces the north side of Meadows Lane 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 Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT

APN: 139-31-110-003

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, 4550 Meadows Lane, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2020

4550 Meadows Lane, LLC

By:_____
Joseph Dushey
Its: Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020 by Joseph Dushey as Managing Member of 4550 Meadows Lane, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2020 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

PARCEL 1:

PARCLE 1A:

LOTS SIX (6) AND SEVEN (7) OF SUTTER HILL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 18 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDEDMENT RECORDED JANUARY 29, 1979 IN BOOK 1002 AS INSTRUMENT NO. 961433 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCLE 1B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING AS SET FORTH IN A DOCUMENT ENTITLED “RECIPROCAL GRANT OF EASMENTS AND DECLARATION ESTABLISHING RESTRICTIONS AND COVENANTS” RECORDED OCTOBER 30, 1978 IN BOOK 963 OF OFFICIAL RECORDS, AS DOCUMENTS NO. 922424.

PARCLE 2:

PARCEL 2A:

LOT EIGHT (8) OF SUTTER HILL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 18 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT REOCRDED JANUARY 29, 1979 IN BOOK 1002 AS INSTRUMENT NO. 961433 OF OFFICAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2B:

A NON-EXCLUSIVE EASEMENT FOR INGREES, EGRESS AND PARKING AS SET FORTH IN A DOCUMENT ENTITLED “RECIPROCAL GRANT OF EASEMENTS AND DECLARATION ESTABLISHING RESTRICTIONS AND COVENANTS” RECORDED OCTOBER 30, 1978 IN BOOK 963 OF OFFICAL RECORDS, AS DOCUMENT NO. 922424.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the street and the building faces the north side of Meadows Lane 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: 139-31-110-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020, between 4550 Meadows Lane, LLC, a Delaware 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 4550 Meadows Lane, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-31-110-003; 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, building faces the north side of Meadows Lane 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:	4550 Meadows Lane, LLC Atten: Joseph Dushey, Managing Member 9 E 40th Street New York, New York 10016

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.

4550 Meadows Lane, LLC

By: _____ Date: _____
Name: Joseph Dushey
Title: Managing Member

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020 by Joseph Dushey as Managing Member of 4550 Meadows Lane, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2020 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

PARCEL 1:

PARCLE 1A:

LOTS SIX (6) AND SEVEN (7) OF SUTTER HILL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 18 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDEDMENT RECORDED JANUARY 29, 1979 IN BOOK 1002 AS INSTRUMENT NO. 961433 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCLE 1B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING AS SET FORTH IN A DOCUMENT ENTITLED “RECIPROCAL GRANT OF EASMENTS AND DECLARATION ESTABLISHING RESTRICTIONS AND COVENANTS” RECORDED OCTOBER 30, 1978 IN BOOK 963 OF OFFICIAL RECORDS, AS DOCUMENTS NO. 922424.

PARCLE 2:

PARCEL 2A:

LOT EIGHT (8) OF SUTTER HILL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 18 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT REOCRDED JANUARY 29, 1979 IN BOOK 1002 AS INSTRUMENT NO. 961433 OF OFFICAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2B:

A NON-EXCLUSIVE EASEMENT FOR INGREES, EGRESS AND PARKING AS SET FORTH IN A DOCUMENT ENTITLED “RECIPROCAL GRANT OF EASEMENTS AND DECLARATION ESTABLISHING RESTRICTIONS AND COVENANTS” RECORDED OCTOBER 30, 1978 IN BOOK 963 OF OFFICAL RECORDS, AS DOCUMENT NO. 922424.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the street and the building faces the north side of Meadows Lane 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.	**Exterior painting**	**$18,425.00**
2.	**Exterior building signage, front and back**	**$36,910.00**

TOTAL ESTIMATED PROJECT COSTS	$ 55,335.00
Estimated CVIP Grant	**$25,000.00**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT “6-A“

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPAL

VIP Contracting Entity Information

Corporate Name: 4550 Meadows Lane LLC

Mailing Address: 275 Madison Ave., Ste 1100 New York, NY 10

Business Phone: 212-889-6405

Tax ID or Social Security Number: _____

Ownership Interest

Estate in Severalty _____ Tenancy in Common _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all p
more than one percent ownership interest in the real properl

Full Name & Title	Business Address
Samuel A Dushey	9E 40th St. NY, NY 10016
Samuel J. Dushey	275 Madison Ave NY, NY 10016
David Dushey	275 Madison Ave NY, NY 10016
Joseph Dushey	275 Madison Ave NY, NY 10016

VIP DISCLOSURE OF OWNERSHIP/PRINCIPAL

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are re
(of persons or entities holding an ownership interest) under fe
required by the Securities and Exchange Commission or the E
Act), a copy of such disclosure may be attached to this certifi
information set forth on the previous page. A description of
must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - I

I certify, under penalty of perjury, that all the information pro
this certificate is current, complete and accurate.

Signature: _____

Date: MARCH 2, 2020

ATTACHMENT “6-B”

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPAL

VIP Contracting Entity Information

Corporate Name: SW Meadows Lane LLC

Mailing Address: 9E 40th Street, Mezzanine New York, NY 100

Business Phone: 646-688-2608

Tax ID or Social Security Number: 90-0530049

Type of Business

Sole Proprietor _____ Partnership _____ Limited

Corporation _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all p
more than one percent ownership interest in the real proper

Full Name & Title	Business Address
Samuel A Dushey	9E 40th St. NY, NY 10016
Samuel J. Dushey	275 Madison Ave NY, NY 10016
David Dushey	275 Madison Ave NY, NY 10016
Joseph Dushey	275 Madison Ave NY, NY 10016

VIP DISCLOSURE OF OWNERSHIP/PRINCIPAL

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are r
(of persons or entities holding an ownership interest) under f
required by the Securities and Exchange Commission or the
Act), a copy of such disclosure may be attached to this certi
information set forth on the previous page. A description c
must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal -

I certify, under penalty of perjury, that all the information pr
this certificate is current, complete and accurate.

Signature: _____

Date: MARCH 2 2020

ATTACHMENT “7“

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMEN**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Samuel A. Dushey, being first duly sworn, depo:
as follows:

1. I am a corporate officer, managing member, or sole proprietor of the SW
organized in the State of Nevada as a LLC
The Participant is seeking the assistance of the city of Las Vegas Redevelc
improvements to the property at 4550 Meadows Lane #5607 ("
by the VIP agreement ("Agreement") being contemplated by the city of Las \

2. I hereby warrant that I either own the site, or have a leasehold interest in
subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site
will result in substantial benefit to the Redevelopment Plan Area and the neigl
of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate developm
   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 in
   redevelopment area is located; ☐
   e. Possess attributes that are unique, either as to type of use or level of qu
   f. Require for their construction, installation or operation the use of quali
   g. Demonstrate greater social or financial benefits to the community than w
   structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures
because of one or more of the following reason(s) as checked by the Particip

   a. An inducement for new businesses to locate, or existing businesses to r
   in which the business would ordinarily choose to locate outside the redi
   provided. Evidenced by a "but for" letter or statement from the busines

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMEN**

Participant agrees to submit to the Agency its documentation which evidences 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 at the time of application. SD (initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankrup corporate or personal, within the past five years. SD (initial)
   c. The applicant has no past-due federal, state, county or city of Las Veg application. SD (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las the Redevelopment Agency. SD (initial)

5. Participant hereby acknowledges that existing opportunities for employmen of the redevelopment project are limited for neighborhood residents. M neighborhood to find employment opportunities outside the redevelopm personal vehicles. Of the existing businesses within the neighborhood, m in business for a long time. These existing businesses are not in an expans neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of em example to other property/business owners to renovate their property/busi opportunities through an expansion of business and renovation of vaca neighborhood residents to apply for those positions (when available) fo employment opportunity. Appropriate measures will be taken to ensure tha opportunities available from the business.

DATED this 2ND day of MARCH, 202

Authorized Signature: _____

ATTACHMENT “8”

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP PARTICIPANT **REAL PROPERTY OWNER C**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Samuel A Dushey, owner and/or authorized representat
also commonly known as 4550 Meadows Lane LLC, hereby
improvements on the above-listed property and consent to the participation ir
which are to be undertaken by SW Meadows Lane LLC.

I also, hereby agree to and understand that in conjunction with participation ir
the city of Las Vegas will record a non-exclusive façade easement and buildi
above-listed property, at the completion of the pre-qualified improvements. The
Office of the County Recorder of Clark County, Nevada Records for a period of f
or business owner will have the option to repurchase the façade easement an
from the Agency during the five-year period.

DATED this 2ND day of MARCH, 2020

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 2ND day of MARCH, 2020, by _____

NOTARY PUBLIC
My Commission Expires:

MICHAEL I. TOUSSIE CPA/PFS
Notary Public, State of New York
No. 01TO4742215
Qualified in New York County
Commission Expires July 31, 20 21

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
May 6, 2020

Title of Project: Commercial Visual Improvement Program

Sponsor/Developer: SW Meadows Lane, LLC

Address of Project: 4550 Meadows Lane, Las Vegas, NV 89107

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 former, closed, mid box retail store to be occupied by a new enterprise. 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 $55.335.00 – SW Meadows Lane, 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? 5 Full Time Equivalent, 50 part time

How many Indirect Jobs will be Created? 40 construction jobs

How many Direct Jobs will be Retained? N/A – (all new jobs)

Quantitative Economic Benefits:

$1.4 million of labor and materials will be expended in the Redevelopment Area during demolition and construction of the project.

Total Direct Economic Impact:

Over $3.6 million in the purchase of land and building, plus remodeling costs will be spent for this project.

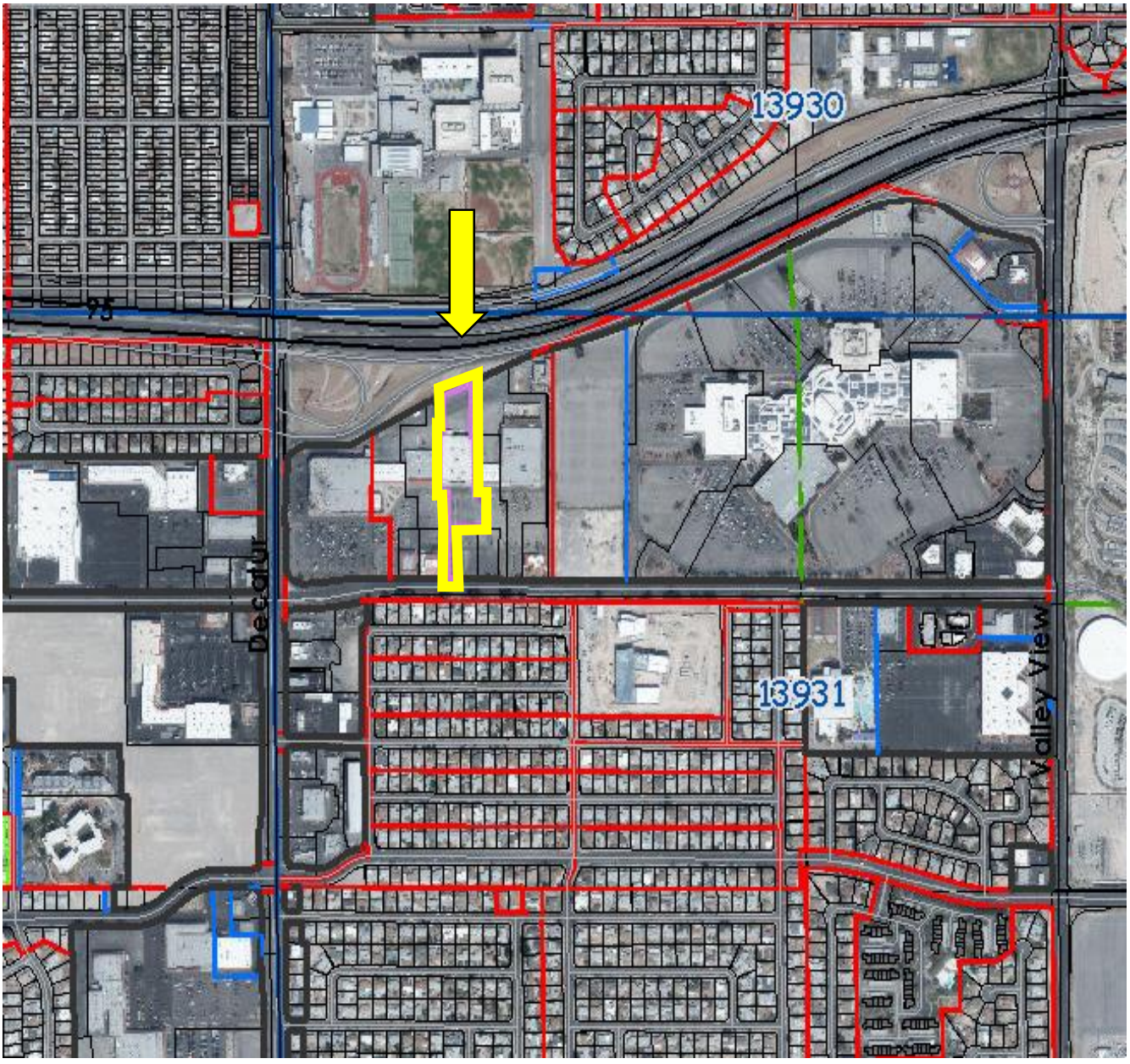
Total Indirect Economic Impact:

N/A

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

Site Map

4550 Meadows Lane, LLC
4550 Meadows Lane
Las Vegas, NV 89107



AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
35

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
RESOLUTIONS:

R-21-2020 - For possible action to approve a Resolution declaring the intention to sell City owned vacant real property, located at 10051 Moccasin Road (APN 126-01-502-003), on an internet auction website - Ward 6 (Fiore) [NOTE: This item is related to Item 36]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City desires to sell City owned vacant real property located at 10051 Moccasin Road on an online auction website to the highest bidder pursuant to Nevada Revised Statute 268.062. The real property will be sold at an amount no less than the fair market value of $1,070,000 established as appraised value as accepted as the fair market value by the Las Vegas City Council pursuant to the requirement of Nevada Revised Statute 268.059. At the completion of the auction, the real property purchase and sale agreement will be presented to the City Council for consideration.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-21-2020
2. Site Map

RESOLUTION NO. R-21-2020

RESOLUTION DECLARING THE CITY OF LAS VEGAS INTENTION TO SELL REAL PROPERTY AT INTERNET AUCTION

WHEREAS, the city of Las Vegas (the "City) desires to sell certain real property owned by the City by auction on an Internet website; and

WHEREAS, pursuant to Nevada Revised Statute ("NRS") 268.062, the City is required to adopt a resolution that (i) describes the real property to be sold; (ii) describes the minimum sale price of the real property to be sold and the terms under which it is to be sold; and (iii) sets a public meeting of the Las Vegas City Council that will be held to consider the acceptance of the Internet auction bids.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Las Vegas City Council hereby declares its intent to sell the following real property as follows:

A. REAL PROPERTY.

1. The real property addressed as 10051 Moccasin Road, Las Vegas, Clark County Nevada, Assessor's Parcel No. 126-01-502-003 (the "Property") is to be sold at a minimum sale price of ONE MILLION SEVENTY THOUSAND DOLLARS ($1,070,000).

B. TERMS AND CONDITIONS.

The Property will be sold by auction at www.publicsurplus.com. The auction will open for bids on June 8, 2020, and will close on June 22, 2020. Potential bidders are required to deposit TEN THOUSAND DOLLARS ($10,000) in earnest money (the "Earnest Money) to bid, and said Earnest Money deposit is refundable if the bidder is not the highest bidder. The highest bidder shall deposit the remaining balance of the full purchase price for the real property once escrow is opened. The Property will be sold under the following terms and conditions:

1. The Property will be sold for cash. The Earnest Money deposited by the highest responsive bidder is non-refundable and will be applied towards the sale price at closing. The Earnest Money submitted by all bidders other than the highest bidder will be returned to those bidders after the close of the auction for the Property.

2. Should the highest responsive bidder not close on the purchase of the Property, the next highest bidder, and so forth, will be asked to submit a TEN THOUSAND DOLLAR ($10,000) earnest money deposit directly to the City if the next highest bidder, and so forth, choses to purchase the real property. The Las Vegas City Council may reject any and all bids at any time and withdraw the Property for sale in its sole discretion.

3. The Property is being sold "AS-IS, WHERE-IS" and the bidders shall conduct their own independent due diligence as to the suitability of the Property for the bidder's intended use or any other use. The City makes no warranties or representations as to the physical condition of the Property or the existence of hazardous materials on, under, or about the Property. The City's interest in the Property will be conveyed by quitclaim deed.

4. All closing costs, title fees (including buyer's or lender's title insurance), and real property transfer tax will be paid by the highest bidder at closing. The City will not pay any real estate or broker commissions or fees for any real estate transaction contemplated hereunder.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2020.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 4/7/2020
John S. Ridilla Date
Chief Deputy City Attorney



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 04/07/2020

Property Information

Parcel:	12601502003
Owner Name(s):	CITY OF LAS VEGAS
Site Address:	10051 MOCCASIN RD
Jurisdiction:	Las Vegas - 89143
Zoning Classification:	Undeveloped/ (U(PCD))
Planned Landuse:	

Misc Information

Subdivision Name:	null		
Lot Block:	Lot: Block:	**Construction Year:**	
Sale Date:	10/2012	**T-R-S:**	19-59-1
Sale Price:	$1,150,000	**Census tract:**	3316
Recorded Doc Number:	20121031 00003163	**Estimated Lot Size:**	4.98
Flight Date:	Mar.16.2019		

Elected Officials

Commission:	B - Marilyn Kirkpatrick (D)	**City Ward:**	6 - Michele Fiore
US Senate:	Dean Heller, Catherine Cortez-Masto	**US Congress:**	4 - Steven A. Horsford (D)
State Senate:	18 - Scott T. Hammond (R)	**State Assembly:**	13 - Tom Roberts (R)
School District:	E - Lola Brooks	**University Regent:**	13 - John Moran

AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
36

DEPARTMENT: Operations & Maintenance **DISCUSSION**
DIRECTOR: Jerry Walker

SUBJECT:
Public Hearing regarding the fair market value of City owned vacant real property addressed as 10051 Moccasin Road, APN 126-01-502-003, in anticipation of the sale of the vacant real property on an internet auction website - Ward 6 (Fiore) [NOTE: This item is related to Item 35 (R-21-2020)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City performed a single appraisal and now desires to auction City owned vacant real property addressed as 10051 Moccasin Road. Pursuant to Nevada Revised Statute 268.059, if the Las Vegas City Council holds a public hearing on the fair market value of the real property, only one appraisal conducted no more than six months before the date on which the real property is offered for sale is required. A single appraisal of the vacant real property was conducted on March 9, 2020, by Southwest Property Consultants that was selected from the list of appraisers established by the City. The appraised value was $1,070,000.

RECOMMENDATION:
Approval of the appraised value as the fair market value of the vacant real property addressed as 10051 Moccasin Road, APN 126-01-502-003

BACKUP DOCUMENTATION:
1. Appraisal Report

SOUTHWESTPROPERTYCONSULTANTS

APPRAISAL REPORT

LAND AT MOCCASIN ROAD

10051 MOCCASIN ROAD
LAS VEGAS, NEVADA, 89143

PERTINENT DATES:
Valuation Date: March 9, 2020
Report Date: March 12, 2020

PREPARED FOR:
Ms. Christy Strong
City of Las Vegas
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106

PREPARED BY:
Matthew Buxton, MAI, SRA
Southwest Property Consultants, Inc.
9205 W. Russell Road, Suite 240
Las Vegas, Nevada 89148

SPC Job No.: C-2002-09
Client Reference No.: PO# 418828



SOUTHWESTPROPERTYCONSULTANTS
>>ADDRESS: 9205 w. russell rd, suite 240, las vegas, nevada 89148
>>OFFICE: 702.485.4441 >>FAX: 702.823.4441

i

March 13, 2020

Ms. Christy Strong
Business Specialist
City of Las Vegas
333 North Rancho Drive, 8th Floor
Las Vegas, NV 89106

Re: Land at Moccasin Road
10051 Moccasin Road
Las Vegas, Nevada 89143
SPC Reference: C-2002-09
Client Reference: P.O. 418828

Ms. Strong:

As requested, we have completed an appraisal report of land located in Las Vegas, Nevada. We provided a detailed description of the subject property, relevant market data, and a description of the appraisal process in order to support the valuation scenarios contained in this report.

The subject is a vacant land parcel located on the south side of Moccasin Road approximately 666 feet east of Sky Pointe Drive in the northwest area of Las Vegas. It has a street address of 10051 Moccasin Road, Las Vegas, Nevada 89143. The property is surrounded by mostly undeveloped land and bookend by 2 industrial use parcels operating as Cemex (east) and Sierra Ready Mix (west). The site is just east of Highway 95. The site contains 4.98 gross acres, and after deducting for future street dedications, the site has approximately 4.37 net acres, or 190,209 SF. The site is occupied by Capriati Construction Corp., Inc., operating as a gravel yard. They are leasing the site from the City of Las Vegas but there is an early out clause. Therefore, we are providing an analysis and valuation of the fee simple interest. The site is mostly level, at street grade, however there are mounds of gravel throughout the site as part of the operating business. Water and electricity are available near the site. Sewer services are not currently available at the site. Off-sites include paved frontage streets and curbs. The site is zoned Undeveloped/U(PCD) under the jurisdiction of the City of Las Vegas.

This report is presented in Appraisal Report format as defined by USPAP Standards Rule 2-2. As such, it presents a summarized discussion of the data, reason and analysis that was used in the appraisal process to develop one or more value indications. Additional information supporting our analysis is retained in the appraisal work file.

The client of this report is City of Las Vegas. The intended user of this report is City of Las Vegas. The purpose of this report is to assist the client in establishing the fair market value.

The report date is March 13, 2020. The requested valuation premise, dates of value, interest appraised and value conclusions are illustrated in the following table:

RELEVANT VALUE CONCLUSIONS

Appraisal Premise	Interest Appraised	Date	Land Area	Value Conclusion
Fair Market Value	Fee Simple	3/9/2020	216,929 SF	$1,070,000

This appraisal report is intended to satisfy the scope of work and requirements set forth by City of Las Vegas and Southwest Property Consultants. The analyses, opinions and conclusions illustrated within this appraisal report were

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SOUTHWESTPROPERTYCONSULTANTS
>>ADDRESS: 9205 w. russell rd, suite 240, las vegas, nevada 89148
>>OFFICE: 702.485.4441 >>FAX: 702.823.4441

developed based upon our interpretation of the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute and all applicable local and state requirements.

The information, supporting data and calculations leading to an opinion of value are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

This report is intended to adhere to the scope of work and intended use requested by City of Las Vegas. It is our goal to provide meaningful analysis that supports the opinions of value contained herein. If you have any question or concern regarding the attached appraisal report, or, if we can provide additional assistance with this or any other valuation assignment, please contact us.

Sincerely,

SOUTHWEST PROPERTY CONSULTANTS



Matthew Buxton, MAI, SRA
Principal
Certified General Real Estate Appraiser
State of Nevada Certificate No. A.0007839-CG
Expiration Date: June 30, 2020
Telephone: 702.485.4441
Email: matt@swpconsultants.com

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ADDENDUM A: GLOSSARY OF DEFINITIONS
ADDENDUM B: CLIENT CORRESPONDENCE
ADDENDUM C: SUBJECT INFORMATION
ADDENDUM D: COMPARABLE DATA
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SUMMARY OF SALIENT DATA AND CONCLUSIONS

SUMMARY OF SALIENT DATA AND CONCLUSIONS			
PROPERTY DATA			
Property Name or Identification			Land at Moccasin Road
Address			10051 Moccasin Road
			Las Vegas, Nevada 89143
Location			Northwest
Interest Appraised			Fee Simple
Highest and Best Use (as vacant)			Hold for future development
Highest and Best Use (as improved)			N/A
SITE INFORMATION			
Area (Gross Acres)			4.98
Area (Gross SF)			216,929
Area (Net Acres):			4.98
Area (Net SF):			216,929
Zoning			Undeveloped/(U(PCD))
General Plan Designation			
Jurisdiction			City of Las Vegas
Census Tract			33.16
Assessor's Parcel Number(s)			126-01-502-003
APPROACH TO VALUE	Fair Market Value	Date:	March 9, 2020
Cost Approach			N/A
Income Approach			N/A
Sales Comparison Approach			$1,070,000
Reconciled Fair Market Value			$1,070,000
EXPOSURE AND MARKETING TIME			6 Months

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Subject View Facing South



Subject View Facing East



Subject View Facing West



Subject View Facing North



Subject View Facing Southwest



Street View Facing West

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ASSIGNMENT INTRODUCTION

This section is intended to assist the reader in understanding what is being appraised and why. It illustrates the general aspects governing this real estate assignment. Specifically, we identify the subject property via a general identification and legal description. We also introduce the ownership, sales status and listing history. Our client is identified along with the report purpose, intended use and users, property rights appraised, value definition and special client instructions. We define the exposure and marketing time and any extraordinary assumptions or hypothetical conditions that have been considered as part of this assignment.

PROPERTY IDENTIFICATION

The subject is a vacant land parcel located on the south side of Moccasin Road approximately 666 feet east of Sky Pointe Drive in the northwest area of Las Vegas. It has a street address of 10051 Moccasin Road, Las Vegas, Nevada 89143. The property is surrounded by mostly undeveloped land and bookend by 2 industrial use parcels operating as Cemex (east) and Sierra Ready Mix (west). The site is just east of Highway 95. The site contains 4.98 gross acres, and after deducting for future street dedications, the site has approximately 4.37 net acres, or 190,209 SF. The site is occupied by Capriati Construction Corp., Inc., operating as a gravel yard. They are leasing the site from the City of Las Vegas but there is an early out clause. Therefore, we are providing an analysis and valuation of the fee simple interest. The site is mostly level, at street grade, however there are mounds of gravel throughout the site as part of the operating business. Water and electricity are available near the site. Sewer services are not currently available at the site. Off-sites include paved frontage streets and curbs. The site is zoned Undeveloped/U(PCD) under the jurisdiction of the City of Las Vegas.

Further property identification is illustrated as follows:

SUBJECT IDENTIFICATION	
Property Name or Type	Land at Moccasin Road
Address	10051 Moccasin Road
	Las Vegas, Nevada 89143
County	Clark
MSA	Las Vegas, NV-AZ
Submarket Area	Northwest
Census Tract	33.16
Tax Parcel Number	126-01-502-003

LEGAL DESCRIPTION

The subject property can be legally defined as follows per the most recent deed from Clark County:

Portion of the Southeast Quarter (SE 1/4) of Northwest Quarter (NW 1/4) of Section 27, Range 20 East, Township 61 South, Las Vegas, Clark County, Nevada.

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OWNERSHIP HISTORY AND LISTING STATUS

The subject's current ownership and ownership history is displayed in the following table.

OWNERSHIP AND LISTING STATUS	
Current Ownership	City of Las Vegas
Prior Sale/Transfer Date	Not in 36 Months
Listing Status	Not Listed
Contract Status	Not Under Contract

According to county records, the subject property is owned by City of Las Vegas. The subject property has not been sold or transferred in the last 36 months. It is not listed for sale or under a purchase agreement at this time.

CLIENT IDENTIFICATION

The client of this report is City of Las Vegas.

PURPOSE

The purpose of this report is to assist City of Las Vegas as a real estate expert by developing the following opinion of value: Fair Market Value in Fee Simple Estate.

INTENDED USE AND INTENDED USERS

The intended use of this report is to assist the City of Las Vegas in establishing the fair market value. The intended user is the City of Las Vegas.

RELEVANT DATES/VALUE SCENARIOS

Matthew Buxton, MAI, SRA and Jerome Satjawan inspected the property and the surrounding area on March 9, 2020. The date of this report is March 13, 2020. Relevant valuation dates are summarized in the following table:

RELEVANT DATES AND VALUE TYPES	
Effective Date	3/9/2020
Report Date	3/13/2020
As Is Market Value	3/9/2020

PROPERTY RIGHTS APPRAISED

Fee Simple

DEFINITIONS OF VALUE

The following definition of market value is considered most relevant given the intended use and scope of this assignment.

Market Value: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

More relevant definitions are provided in the addendum of this report.

SPECIAL CLIENT INSTRUCTIONS

None

PERSONAL INTANGIBLE PROPERTY

No personal property or intangible items are included in the valuation of the subject property.

APPRAISAL ASSISTANCE

Jerome Satjawan provided significant real property appraisal assistance to the individual signing this certification. Assistance included performing property analysis and data entry for the subject and comparables.

EXPOSURE AND MARKETING TIME

Exposure Time: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.[2]

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.[3]

Information from various sources including sale comparables, national surveys and broker opinions have been considered in estimating the appropriate exposure and marketing time as illustrated in the following table:

MARKETING AND EXPOSURE TIME

SOURCE	PERIOD
Market Participants	1 to 12 months
Comparable Sales	0 to 16 months
Southwest Property Consultants	
Estimated Marketing Time	6 months
Estimated Exposure Time	6 months

[1] *Office of the Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C – Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.*

[2] *The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010*

[3] *The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010*

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ASSIGNMENT CONDITIONS

Extraordinary Assumptions and/or Hypothetical Conditions that may have been used during the appraisal process are discussed below. The client is advised to carefully consider these issues as they relate to the value indications and the intended use of this appraisal. The use of extraordinary assumptions and/or hypothetical conditions might affect assignment results.

EXTRAORDINARY ASSUMPTIONS

There is an above ground transmission line easement running through the northern portion of the subject site. Attempts to contact officials at NV Energy to verify the width of the easement were unsuccessful. Based on our appraisal experience in other parts of the Las Vegas Valley, transmission line easements are commonly 100 feet in width. We used a dimension of 334' x 100' in our analysis, which is assumed accurate. We reserve the right to amend the fair market value if more precise information is later provided.

HYPOTHETICAL CONDITIONS

None

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SCOPE OF WORK

Establishing credible assignment results involves gathering and analyzing information considered most relevant to the subject property in consideration of the intended use outlined by the client. The scope of work outlines the research and analysis necessary to support the conclusions contained in this report.

REPORT TYPE

This report has been prepared in an Appraisal Report format as identified in USPAP Standard 2.

EXTENT TO WHICH THE PROPERTY IS IDENTIFIED

The subject property is identified through various sources where available: county records, title policies, recorded deeds, site plans and surveys. At a minimum, a legal description, parcel number and street address (unless unassigned) are provided.

EXTENT TO WHICH TANGIBLE PROPERTY IS INSPECTED

Matthew Buxton, MAI, SRA and Jerome Satjawan inspected the property and the surrounding area on March 9, 2020.

TYPE AND EXTENT OF DATA RESEARCHED

We researched all applicable sources necessary to fully develop the opinions of value contained in this report. Specifically, the regional and neighborhood sections of this report were researched through personal experience, local newspapers, published county information, state demographer's website, U.S. census data, demographic specialists, and market participants. The market section was researched through published industry sources from local real estate firms and national market surveys that specialize in the subject's market area and highest and best use. Site and improvement characteristics were determined through a personal inspection of the site and information provided by the county assessor, plat maps, surveys and title policies where available. Taxes were obtained through the county assessor's website. Cost information, when applicable, has come from Marshall & Swift, developer interviews and/or internal office files. Comparable sale, listing and rental data were verified through various sources, which may include CoStar, Propertyline, LoopNet, county records, local industry publications and information provided by brokers, property owners, property managers, buyers and sellers.

TYPE AND EXTENT OF ANALYSIS APPLIED TO ARRIVE AT OPINIONS OR CONCLUSIONS

The appraisers have performed a Highest and Best Use analysis utilizing the sources outlined above to determine the legally permissible, physically possible, financially feasible and maximally productive use of the site "as vacant" and "as improved." We then considered three approaches to value in our analysis: the cost approach, income approach and sales comparison approach. The cost approach and income approaches to value are not relevant to this assignment. The sales comparison approach was developed utilizing the most relevant property sales in the market. A unit of measure (usually a price-per-square-foot method) is utilized and adjustments are made in order to establish a credible value indication. Factors such as lease-up costs, above/below market rent and tenant improvement costs can impact each approach.

COMPETENCY RULE

USPAP Standard 2 requires the appraiser to have competency regarding the subject property being analyzed or provide the client with the steps taken to assure competency. Matthew Buxton, MAI, SRA has experience in the local market area appraising similar properties and meets the criteria set forth in USPAP.

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SOURCES USED FOR THIS ASSIGNMENT

The specific sources used for this assignment are illustrated below:

VERIFICATION SOURCES	
ITEM	**SOURCE**
Subject Site Information	County Assessor
Zoning Information	City of Las Vegas
Tax Information	County Treasurer
Demographics	STDB
Flood Map	FEMA
Comparable Information	See Comparable Abstracts
Legal Description	Recorded Deed

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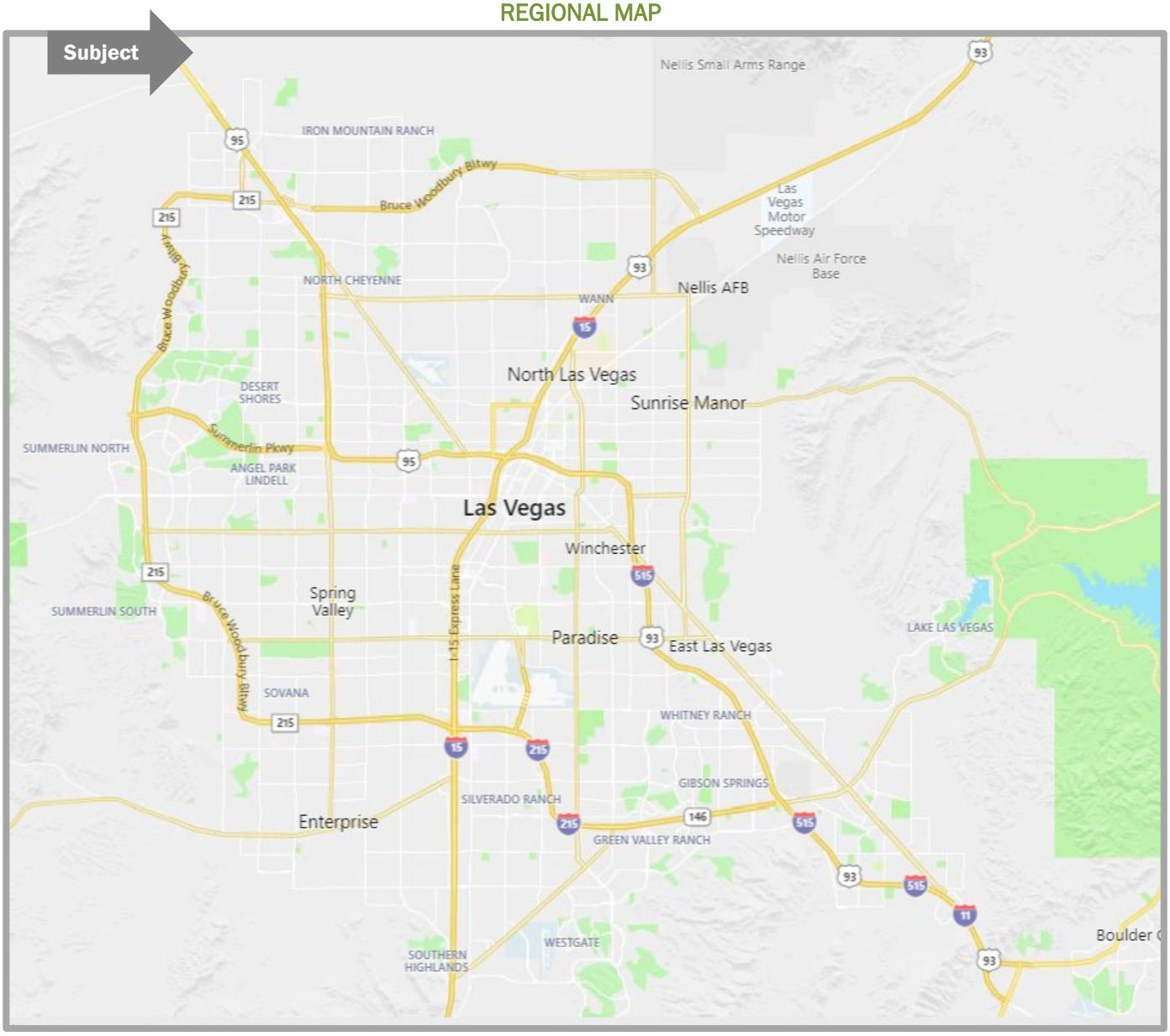
REGIONAL ANALYSIS

The Las Vegas Metropolitan Statistical Area (MSA) is in the southernmost section in the State of Nevada and encompasses all of Clark County. There are five incorporated cities in Clark County: Las Vegas, Henderson, North Las Vegas, Boulder City and Mesquite. The MSA encompasses approximately 8,100 square miles. The City of Las Vegas is the primary city in the MSA and is situated in the high-altitude Mojave Desert.

REGIONAL MAP



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POPULATION TRENDS

Based on information provided by ESRI, Southern Nevada shows an overall increase in population from 2010 to 2019 is 15.7% with a population of 1,951,269 in 2010 to 2,257,890 in 2019. This is viewed as a result of a stronger economy, increasing employment major employers moving into the region thereby adding jobs to the area. The median household income is $58,836 anticipated to grow to $67,422 by 2023.

CLARK COUNTY DEMOGRAPHICS

esri

Demographic and Income Profile

Clark County, NV
Clark County, NV (32003)
Geography: County

Prepared by Esri

Summary	Census 2010	2019	2024
Population	1,951,269	2,257,890	2,455,999
Households	715,365	816,505	884,583
Families	467,916	531,894	575,455
Average Household Size	2.70	2.74	2.75
Owner Occupied Housing Units	408,206	453,076	501,423
Renter Occupied Housing Units	307,159	363,429	383,160
Median Age	35.5	37.0	37.0
Trends: 2019 - 2024 Annual Rate	**Area**	**State**	**National**
Population	1.70%	1.56%	0.77%
Households	1.61%	1.49%	0.75%
Families	1.59%	1.46%	0.68%
Owner HHs	2.05%	1.86%	0.92%
Median Household Income	2.76%	2.62%	2.70%

	2019		2024	
Households by Income	Number	Percent	Number	Percent
<$15,000	81,127	9.9%	74,649	8.4%
$15,000 - $24,999	66,325	8.1%	55,821	6.3%
$25,000 - $34,999	75,858	9.3%	68,575	7.8%
$35,000 - $49,999	111,844	13.7%	109,448	12.4%
$50,000 - $74,999	162,014	19.8%	173,538	19.6%
$75,000 - $99,999	112,343	13.8%	129,145	14.6%
$100,000 - $149,999	120,002	14.7%	153,104	17.3%
$150,000 - $199,999	45,355	5.6%	66,777	7.5%
$200,000+	41,622	5.1%	53,511	6.0%
Median Household Income	$58,836		$67,422	
Average Household Income	$79,787		$91,691	
Per Capita Income	$28,925		$33,091	

Source: ESRI

LOCAL ECONOMY

The following information comes UNLV Lee Business School, Center for Business and Economic Research (CBER), established in 1975. CBER conducts applied research vital to business and government. CBER cooperates with partners to extend the benefits of the UNLV's research community throughout the state of Nevada and the country. Their work includes tracking and forecasting local, regional, and state economic conditions.

The following tables show key economic data for Clark County on an annual and monthly basis:

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ANNUAL ECONOMIC DATA FOR CLARK COUNTY					
Annual Data	**2014**	**2015**	**2016**	**2017**	**2018**
U.S. Census Bureau	2,064.99	2,110.33	2,156.72	2,204.08	2,231.65
Nevada State Demographer	2,069,450	2,118,353	2,166,181	2,193,818	2,251,175
Clark County Comprehensive Planning	2,102,238	2,147,641	2,205,207	2,248,390	2,284,616
Nevada Population Living in Clark County	72.78	73.11	73.35	73.45	73.63
Las Vegas-Henderson-Paradise Real GDP (millions of chained 2009 dollars)	85,858	92,309	93,517	96,062	
Las Vegas-Henderson-Paradise GDP (millions of current dollars, MSA)	93,742	103,734	107,452	112,288	
Personal income (thousands of dollars)	82,306,024	88,411,529	91,150,359		
Per capita personal income (dollars)	39,860	41,915	42,284		
Housing Units Permitted	9,735	10,609	13,546	14,055	15,491
Gross Gaming Revenue	9,554,002,000	9,617,863,703	9,713,871,936	9,978,899,203	10,250,612,181
Visitor Volume	44,276,007	45,408,173	46,189,748	45,704,785	45,320,500
Convention Attendance	5,169,054	5,710,303	6,310,616	6,576,986	6,501,800
McCarran Total Passengers	42,869,517	45,344,809	47,435,640	48,505,756	49,718,526
Average Room Rate	116.73	119.94	125.96	129.45	128.85
Room Nights Occupied	47,497,234	47,896,317	48,485,600	47,665,200	47,452,600
Occupancy Rate	86.8	87.7	89.1	88.7	88.2
Hotel Rooms	150,544	149,213	149,339	148,897	147,238
LV Strip Gross Gaming Revenue	6,372,526,000	6,348,009,005	6,376,255,641	7,051,758,170	6,588,499,372
Visitor Spending	35,778,764,970				
Visitor Volume	41,126,512	42,312,216	42,936,109	42,215,900	42,116,800

Frequency: Annual Publisher: University of Nevada, Las Vegas - CBER

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MONTHLY ECONOMIC DATA FOR CLARK COUNTY					
Monthly Data	**August 2019**	**September 2019**	**October 2019**	**November 2019**	**December 2019**
Employees on Nonfarm Payrolls (1,000's)	1,030.60	1,034.80	1,039.40	1,044.20	1,044.70
Employees on Nonfarm Payrolls (1,000's)	1,030	1,038.50	1,043.10	1,051.20	1,048.50
Employment in Leisure and Hospitality (1,000's)	299.8406	299.7431	299.7922	299.9975	300.4486
Employment in Leisure and Hospitality (1,000's)	300.6	300.7	300.2	298.5	296.9
Unemployment Rate (SSA)	4.3	4.3	4.2	4.1	4
Unemployment Rate (NSA)	4.5	4	4	3.7	3.5
CC Taxable Sales	3,929,434,840	3,970,372,097	3,954,085,424	3,985,956,183	
CC Motor Vehicle and Parts	494,734,367	408,114,201	390,501,691	407,406,096	
Taxable Gasoline Sales (gallons)	76,391,815	71,003,205	71,887,810	69,026,175	
McCarran Total Passengers	4,431,608	4,324,072	4,609,318	4,178,993	4,248,466
CC Visitor Volume	3,837,100	3,708,600	3,933,500	3,754,400	3,666,500
LV Visitor Volume	3,579,000	3,708,600	3,668,100	3,509,800	3,465,700
CC Gross Gaming Revenue	791,560,199	913,572,377	879,033,651	805,215,140	917,552,515
LV Strip Gross Gaming Revenue	520,658,786	584,249,402	538,520,657	517,938,516	591,828,867
LV Room Inventory	149,032	149,050	149,282	149,459	149,422
LV Hotel/Motel Occupancy Rate	87.7	88.3	90	88.2	85.1
LV Convention Attendance	657,800	459,400	525,300	603,200	356,100
CC Taxi Trips	1,180,594	1,263,617	1,231,916		
Case-Shiller Las Vegas Home Price Index (SA)	192.8028	193.3825	193.7249	195.027	
CC Housing Permits-Units	1,051	978	1,313	725	864
CC Housing Permits-Value	164,960,540.70	161,225,222.90	187,304,720.80	109,898,137.30	124,503,464
CC Commercial Building Permits	37	30	43	22	30
CC Commercial Building Permits-Value	77,321,635	130,344,617	76,330,475	75,915,640.44	48,010,029
CC Electric Meter Hookups	842,677	844,984	840,549	843,897	
CC Drivers License Count	7,652	6,491	6,574	5,682	5,561

Frequency: Monthly Publisher: University of Nevada, Las Vegas - CBER

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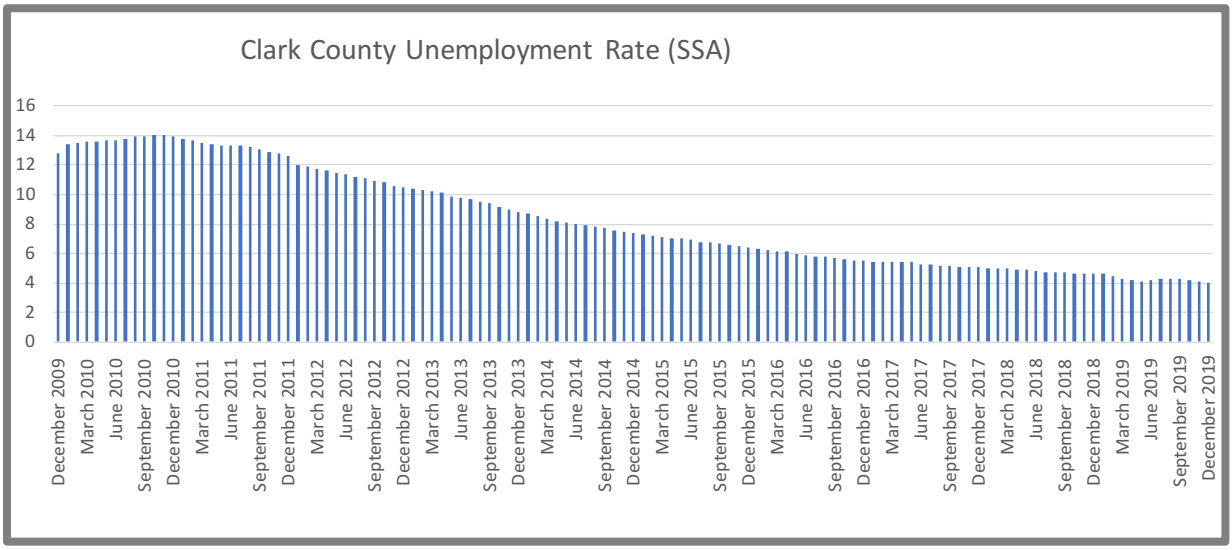
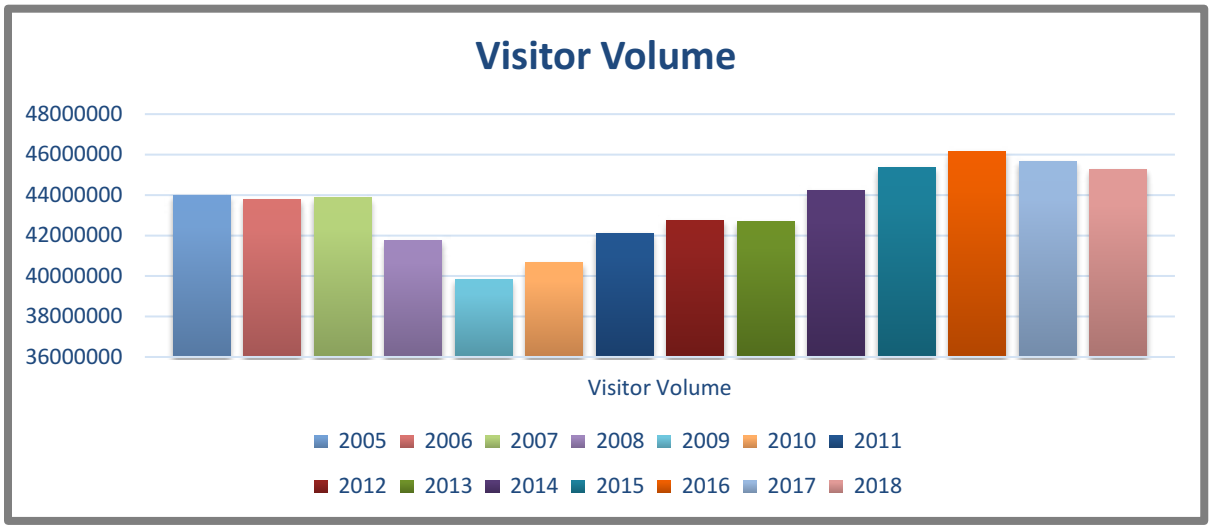
EMPLOYMENT

The overall unemployment rate in Clark County is 4.0%. This is only slightly higher compared with the overall U.S. unemployment rate at 3.6%. Unemployment peaked during the recession at 14% in November 2010. It has been declining ever since. The following table illustrates the 10-year trend for employment in Clark County:



TOURISM, GAMING AND HOSPITALITY

Southern Nevada's hotels and local economy rely heavily on the gaming industry. While revenue has increased slightly in recent years, hitting $10.25 billion in 2018, it has never reached the pre-recession peak of $10.9 billion in 2007. This is viewed as a result of a more competitive global market for high rollers coupled with travelers spending a greater amount of money on entertainment and food & beverage. Convention attendance has had a resurgence hitting highs in 2017 with 6,576,986 attendees and in 2018 with 6,501,800 attendees. Visitor volume in Las Vegas peaked in 2016 with 46,189,748 visitors and volume has been relatively flat in recent years. The following table illustrates the 15-year trend for Las Vegas visitor volume:



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NEW DEVELOPMENT IN THE RESORT CORRIDOR

There are several major projects totaling over $10 billion that planned to open in 2020 including three new resorts on the Las Vegas Strip and one in downtown. The new development is believed to increase visitation to Las Vegas. This includes the former Fontainbleau project, purchased by Marriott International and renamed The Drew, which has 4,000 rooms (now planned for 2022), the $3 billion Resorts World Las Vegas, an Asian-themed casino with 3,000 rooms and Paradise Park, with 1,500 rooms. Paradise Park is part of Wynn Resorts and will include an hourglass-shaped lagoon and mile-long boardwalk. The first hotel built downtown in 40 years in the Fremont Street Experience is Circa Resort and Casino, adding 777 guest rooms, five restaurants and a two-level casino.

Madison Square Gardens plans to open the Sphere, a globe-shaped performance venue reaching 360 feet into the air behind the Sands Expo & Convention Center. This is a technological marvel that will host everything from gaming conventions to famous music artists. This is under construction and expected to open in 2021. Near the Sphere, the Las Vegas Convention and Visitors Authority is constructing a $1.52 billion expansion of its convention center in order to host larger trade shows. This will include unobstructed views to the Las Vegas Strip from the 600,000 SF West Hall. Overall, the convention center has 12 million square feet of meeting space and is recognized as the No. 1 trade show destination in the country.

One of most anticipated developments for locals and visitors to Las Vegas is the relocation of the Oakland Raiders to Las Vegas and the opening of their $1.9 billion, 65,000-seat stadium just a mile west of the Las Vegas Strip.

ECONOMIC OUTLOOK

RCG Economics tracks several economic trends. Recent data suggests negative trends in job growth, U6 unemployment rate, total home sales, total home value and average weekly hours worked. Favorable trends are in construction jobs, visitor volume, convention attendance, hotel rev/par, gaming revenue, median home price, 30-year fixed rate mortgage, home price index, taxable retail sales, average weekly earnings, unleaded fuel price and electronic meter hookups:

Indicator	Trend
RCG Employment Index	M
Job Growth & Unemployment	M
U6 Unemployment Rate	Q
Construction Jobs	M
Visitor Volume	M
Convention Attendance	M
Hotel RevPAR	M
Gaming Revenue net Baccarat	M
Total Home Sales	M
Median Home Price	M

Indicator	Trend
Total Home Volume	M
30-Yr. Fixed-Rate Mortgage	M
Case-Shiller Home Price Index	M
Taxable Retail Sales	M
Avg. Weekly Earnings-Inflation Adjusted	M
Avg. Weekly Hours Worked	M
Unleaded Fuel Price	M
Electric Meter Hookups	M
Marijuana Excise Tax Revenue	M

Positive	Neutral	Negative
12	2	5

Frequency		
M-Monthly	Q-Quarterly	A-Annual

Source: RCG Economics

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REAL ESTATE

Office Market

In 2020, the Las Vegas office market continues its slow improvement process this cycle. Las Vegas metro job growth has outpaced the national rate for the past five years, but a considerable portion of that growth has been in sectors that do not drive office demand.

The vacancy rate is below its historical average but remains in the double-digits. Rent growth is healthy but not seeing the strong gains that other property types such as apartments and industrial are, while construction remains well below prerecession levels. Investment activity is more moderate so far this year, lacking some of the large portfolio deals that boosted sales the past few years.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	14,830,146	11.0%	$30.74	10.1%	(10,293)	0	176,074
3 Star	35,603,692	12.6%	$21.62	14.4%	(219,044)	23,832	151,105
1 & 2 Star	15,616,482	11.9%	$17.51	13.8%	(12,105)	0	315,000
Market	**66,050,320**	**12.0%**	**$22.69**	**13.3%**	**(241,442)**	**23,832**	**642,179**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0%	14.6%	12.1%	19.0%	2010 Q2	6.9%	2005 Q3
Net Absorption SF	165 K	845,588	445,671	2,641,159	2007 Q1	(920,365)	2010 Q3
Deliveries SF	294 K	1,213,374	691,015	4,385,029	2007 Q4	95,006	2011 Q1
Rent Growth	1.1%	-0.9%	1.1%	6.9%	2018 Q3	-14.2%	2010 Q1
Sales Volume	$651 M	$597.4M	N/A	$1.1B	2018 Q2	$87.2M	2009 Q4

Retail Market

Las Vegas retail continues its recovery after the recession pushed vacancies into the double digits. Vacancies have compressed and rent growth has been healthy the past several years. The overall improving economy has fueled record-breaking tourism, and Las Vegas' job growth continues to beat the national average.

With so much of the economy tied to the gaming industry, volatility is a concern because any downturn could lead to a reversal in fortune. However, construction remains below the market's historical average, so vacancies and rent growth are likely to experience a positive impact from that in the near term. Investment activity is returning to levels in line with metro's historical average, and the 2019 investment level is on par with that.

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KEY INDICATORS

Current Quarter	NIA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	9,718,404	3.3%	$61.36	4.4%	998	0	48,630
Power Center	13,216,769	7.1%	$25.23	8.0%	(18,496)	0	0
Neighborhood Center	42,539,174	8.8%	$21.23	10.0%	(158,680)	0	96,080
Strip Center	10,558,009	7.6%	$19.01	10.2%	18,773	13,200	224,550
General Retail	36,701,361	4.3%	$21.65	5.5%	17,084	0	326,914
Other	3,187,136	2.3%	$29.82	2.5%	0	0	0
Market	**115,920,853**	**6.4%**	**$25.21**	**7.7%**	**(140,321)**	**13,200**	**696,174**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0%	7.9%	6.9%	11.3%	2011 Q2	2.5%	2005 Q3
Net Absorption SF	653 K	1,400,389	793,343	5,866,507	2007 Q4	(1,413,730)	2009 Q2
Deliveries SF	859 K	1,805,636	1,219,281	6,950,639	2007 Q4	142,539	2013 Q1
Rent Growth	3.3%	-1.2%	2.3%	4.0%	2017 Q4	-11.7%	2009 Q4
Sales Volume	$1.2 B	$1.2B	N/A	$4.6B	2017 Q1	$185.6M	2009 Q4

Industrial Market

The Las Vegas industrial market is looking to capitalize on its favorable location, being within a day's drive to Southern California and large portions of Arizona. The city of Las Vegas is working to promote the metro as a “major West Coast logistics hub” through infrastructure improvements and by leveraging existing rail lines and airfreight facilities.

This is part of an ongoing effort to diversify the local economy, and government officials in North Las Vegas are looking to lure new companies with quick permitting and financial incentives. This cycle has seen numerous national tenants locate or expand their presence in Las Vegas. Companies including Amazon, Sephora, and Bed Bath & Beyond have all taken space in the market this cycle.

Infrastructure improvements ongoing. The Nevada Department of Transportation began a multiyear, multiphase, $200 million-plus upgrade of U.S. 95 in 2010. Also recently completed is the $1.5 billion Project Neon, which widened 3.7 miles of I-15 and provides a direct connection between U.S. 95 and I-15 while improving the Spaghetti Bowl interchange.

Construction levels remain elevated after developers have already inundated the metro, particularly the North Las Vegas Submarket. Steady demand has helped keep vacancies in check, and rent growth is strong and well above the National Index. Investment volume in 2019 surpassed $1 billion for the second straight year and saw the highest sales volume this cycle.

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KEY INDICATORS

Current Quarter	GIA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	103,605,087	5.5%	$8.56	9.3%	399,205	251,800	4,031,925
Specialised Industrial	18,252,699	3.4%	$9.79	8.9%	(6,011)	341,254	1,851,674
Light Industrial	22,034,798	4.2%	$11.57	4.9%	(31,597)	0	59,212
Market	**143,892,584**	**5.1%**	**$9.17**	**8.6%**	**361,597**	**593,054**	**5,942,811**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	1.1%	8.4%	6.6%	14.4%	2010 Q1	3.9%	2019 Q1
Net Absorption SF	4.7 M	3,164,957	3,533,728	8,802,281	2018 Q2	(4,097,333)	2010 Q1
Deliveries SF	6.6 M	3,425,385	4,803,862	8,622,334	2007 Q2	56,512	2011 Q4
Rent Growth	7.9%	0.7%	3.0%	9.9%	2019 Q3	-13.9%	2010 Q1
Sales Volume	$1.5 B	$507.0M	N/A	$1.6B	2019 Q3	$74.4M	2010 Q2

HOUSING: GLVAR REPORT

The local housing market kicked off the new decade with home prices and sales increasing from the same time last year but giving back gains made in December. So says a report released in February 2020 by the Greater Las Vegas Association of Realtors.

GLVAR reported the median price of existing single-family homes sold in Southern Nevada through its Multiple Listing Service during January 2020 was $305,000. That was down 2.6 percent from December, but up 1.7 percent from January of 2019. Meanwhile, the median price of local condos and town homes sold in January was $175,000. That was down 1.7 percent from December, but up 2.9 percent from January 2019.

"January is usually one of our slowest months for home sales and prices, and this month was a good example of that seasonal trend," said 2020 GLVAR President Tom Blanchard, a longtime local Realtor whose one-year term leading the association began on Jan. 1. After seeing the median local home price in December come within a few thousand dollars of its all-time peak, Blanchard said he still expects that price record to fall sometime this year.

"I think it's a good bet that this will be the year we finally break the record for our median home price," he said. "At the same time, it's important to keep in mind that we're still not back to our all-time high set way back in 2006. Most markets around the country have already surpassed their pre-recession record for home prices. When you factor in the rate of inflation over that time, you could argue that local home prices should be much higher than they are."

Before slowing down in the last year or so, local home prices had been soaring since early 2012, posting double-digit gains from year to year while climbing back from their post-recession low point. According to GLVAR, the median price of existing single-family homes sold in Southern Nevada peaked at $315,000 in June 2006 before falling during the recession. Local home prices hit a post-recession bottom of $118,000 in January 2012.

The total number of existing local homes, condos and town homes sold during January was 2,875. Sales were down from December. But compared with the same time last year, January sales were up 25.2 percent for homes and up 22.8 percent for condos and town homes. That year-over-year sales increase reverses last year1 s trend. According to GLVAR, the total number of existing local homes, condos and town homes sold in Southern Nevada during 2019 was 41,269. That was down from 42,876 total sales in 2018 and from 45,388 in 2017.

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By all indications, Blanchard expects the local housing market in 2020 "will look a lot like it did last year,» with gradually increasing or stable home prices, strong demand for housing and a persistently tight supply. As long as Southern Nevada continues to enjoy economic, job and population growth, he expects the housing market to continue on its current course.

The local housing inventory started 2020 the way it ended in 2019, with just over a two-month supply of homes available for sale, with the supply shrinking from the previous month and year. By the end of January, GLVAR reported 4,906 single-family homes listed for sale without any sort of offer. That> s down 32.4 percent from one year ago. For condos and town homes, the 1,418 properties listed without offers in January represented a 16.7 percent drop from one year ago.

GLVAR reported that 24.3 percent of all local properties sold in January were purchased with cash. That compares with 24.9 percent one year ago. That> s well below the February 2013 peak of 59.5 percent, indicating that cash buyers and investors are still active in the local housing market, but are playing a much smaller role than they were during and just after the recession.

Meanwhile, the number of so-called distressed sales remains near historically low levels. GLVAR reported that short sales and foreclosures combined accounted for 2. 7 percent of all existing local property sales in January. That compares with 2.8 percent of all sales one year ago, 4.3 percent two years ago and 11 percent three years ago.

These GLVAR statistics include activity through the end of January 2020. GLVAR distributes statistics each month based on data collected through its MLS, which does not necessarily account for newly constructed homes sold by local builders or homes for sale by owners. Other highlights include:

- The total value of local real estate transactions tracked through the MLS during January was nearly $814 million for homes and nearly $117 million for condos, high-rise condos and town homes. Compared with one year ago, total sales values in January were up 27 percent for homes and up 31.5 percent for condos and town homes.
- Homes and condos are selling at a slower pace than last year at this time. In January, 68.8 percent of all existing local homes and 66.2 percent of all existing local condos and town homes sold within 60 days. That compares with one year ago, when 72.0 percent of all existing local homes and 71.2 percent of all existing local condos and town homes sold within 60 days.

ECONOMIC OUTLOOK CONCLUSION

In 2020, continued population growth, employment and new development projects in southern Nevada are fueling the local economy. The commercial market including office, retail, and industrial properties is experiencing steady growth. There has been slowing, but positive absorption among all submarkets, with new deliveries and a greater amount planned or under construction. Rents are slowly increasing among retail and industrial sectors. Multi-family projects are in demand with several recently built, planned or under construction. Employment is improving in the labor market. Housing prices continue to rise steadily. New construction is expected to continue into 2020. Tourism and visitors to Las Vegas, the primary economic driver in southern Nevada has slightly stalled or declining visitor traffic. Las Vegas is anticipated to see continued growth occurring in the market with moderate gains in rent and new development. New construction in the commercial and residential sectors are expected to continue into the foreseeable future. The rate of growth is expected to slow in future months.

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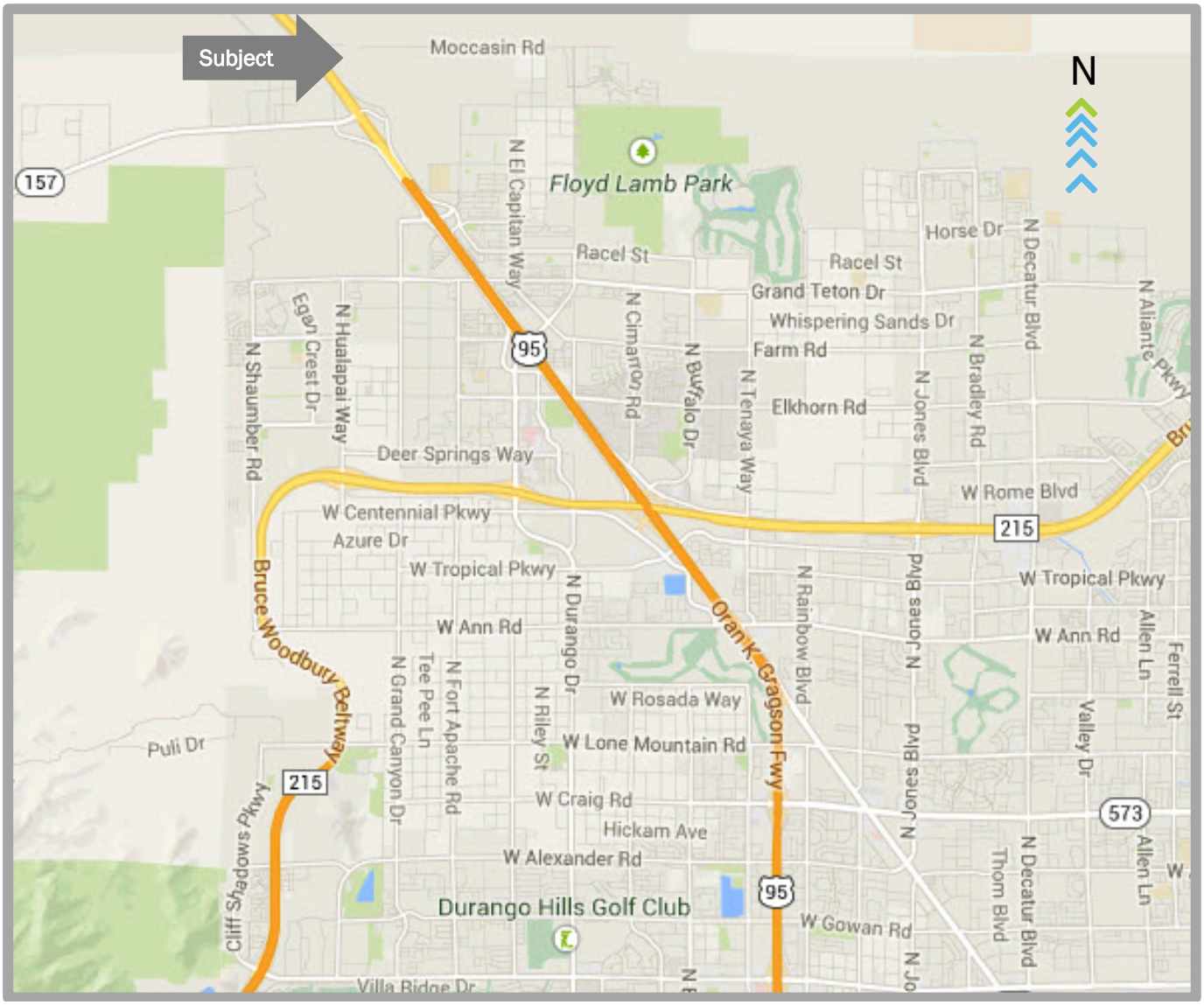
NEIGHBORHOOD MAP



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NEIGHBORHOOD ANALYSIS

The subject property is located in the northwest area of Las Vegas, Nevada. The general boundaries of the subject neighborhood are BLM land to the north, Cheyenne Avenue to the south, Decatur Boulevard to the east and BLM Land (mountains) to the west. The neighborhood encompasses the northwest portion of the Las Vegas Valley. Major influences include local hotel/casinos, Floyd Lamb Park at Tule Springs, Centennial Hills Hospital, retail developments along I-215, Silverstone Golf Club, Painted Desert Golf Club, I-95, and the I-215 Beltway, and Kyle Canyon Road, which leads to Mount Charleston (a popular local and tourist destination). The area is in a growth stage due to its position in the far northwest area of the valley.

These and other factors will be discussed in greater detail within this section.

MAJOR LINKAGES AND ACCESSIBILITY

Major East/West Arterial Roads:	Elkhorn Road, Deer Springs Way, Ann Road, Craig Road, and Cheyenne Avenue
Major North/South Arterial Roads:	Fort Apache Road, Durango Drive, Buffalo Drive, Rainbow Boulevard, Jones Boulevard, and Decatur Boulevard
Major Northwest/Southwest Roads:	Rancho Drive

The major linkages described above are commercial thoroughfares with 3+ lanes of travel in each direction. Primary freeway access includes Highway 95 (north/south) and I-215 (east/west) running through the center of the neighborhood. These intersect each of the major arterial roads at various sections within the neighborhood. Traffic is moderate-to-heavy depending on the location and proximity to freeways. Access throughout the neighborhood is good.

LAND USES AND GROWTH PATTERNS

Land uses include a heterogeneous combination of retail, office and other commercial developments along major arterial roads. Residential development primarily consists of single-family development and exists within the infrastructure of the neighborhood on secondary streets and behind commercial uses. Some residential areas are listed under the RNP, Rural Neighborhood Preservation. Residential development primarily consists of mature single-family housing.

The southeast portion of the neighborhood includes mostly mature single-family housing along both sides of the I-95. Residential housing in this area was primarily developed in the 1970's and 1980's. Commercial developments are around major arterials.

Rancho Drive is a major arterial in the neighborhood. There are a wide variety of business that have located in this central corridor including fast food restaurant chains, big box retailers, casinos, gas stations, auto repair shops and used car lots, etc. This central corridor connects the northwestern and southwestern portions of the neighborhood.

Retail properties are primarily concentrated around major arterials and the I-95 and at major arterial roads intersecting the I-215 beltway such as Durango Drive, Ann Road, Jones Boulevard and Decatur Boulevard. Newer development is typically found in the northern part of the neighborhood. Most of the homes that were constructed since 2000 are of average to good quality. There is still an abundance of open land, leaving room for more growth as one approaches BLM land and Kyle Canyon Road to the north.

The area bound north of Alexander Road, south and east of the I-215 beltway is designated as a Rural Neighborhood Preservation District (RNP). This is a residential area (approximately three miles wide and three miles long) designated by Clark County to preserve the rural nature of this area at a density of one home per half-acre or greater. The homes in this

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area were mostly constructed by individual owners in the 1970s through the 2000s. There is still an abundance of vacant sites within this area.

MAJOR ECONOMIC INFLUENCES



Centennial Hills Hospital is a hospital located on Durango Road near Deer Springs Way. It is operated by Universal Health Services. It opened in 2008 with 177 beds and has 52,000 square feet of space for future expansion. The hospital has a surgical intensive care unit, maternity services, comprehensive women's center and a variety of medical amenities. There are will be two medical buildings located on campus. There is an abundance of residential and commercial space in the area surrounding Centennial Hills Hospital that serves the northwest area of Las Vegas and resides in the northern portion of the market area.



Santa Fe Station Casino which was constructed in 1990, is considered "locals" casino and is being marketed to the budget oriented local gambler. The hotel/casino is part of the Station Casinos group, which owns 10 casino/hotels in Las Vegas. The hotel features 60-lane bowling center, 13-screen movie theater, nightlife, over 2,700 slot and video poker machines, table games, an award-winning Bingo hall, Race & Sports Book and casual and fine dining establishments. The site resides near Rancho Drive in the northern corridor.



Floyd Lamb Park at Tule Springs was designated as a park in 1964. It is a 2,040 acre natural park made up of a series of four ponds stocked with fish. There are picnic areas, barbecues, scenic paths, sporting facilities and some wildlife. The Tule Springs Ranch is located within the park where visitors can learn some of the history. There are other smaller and local parks scattered throughout the neighborhood.

Office parks and retail centers are scattered throughout the neighborhood along various arterial corridors. There are also 3 Golf Clubs located in the neighborhood, located in the north, central and southern areas known as Silverstone Golf Club, Painted Desert Golf Club and Los Prados. Kyle Canyon Road Is located in the northern area which leads to Mount Charleston, a popular destination outdoor recreation consisting of hiking trails and a ski resort in the winter. The neighborhood is mostly mature, but there are construction projects taking place in the northern area.



Master-planned communities are prevalent in the northern areas of the neighborhood including Providence, Centennial Hills and Skye Canyon. Providence is located at the northwest section of the neighborhood north of I-215, south of Grand Teton Drive and west of Hualapai Way. There are over seven home builders that have completed small developments since 2005. Providence is considered one to the fastest growing master-planned communities in Las Vegas. Infrastructure includes professional landscaped roads and design standards, parks and schools. Skye Canyon is the newest master-planned community in the area. It is located in the northwest section of the neighborhood. The master-planned community is set just south of Kyle Canyon Road and extends westward across U.S. 95. It is expected to contain approximately 6,500 homes and will offer amenities such as parks, fitness center, commercial centers, and schools. There are many other tract developments scattered throughout the neighborhood, with most new developments occurring north of I-215.

Major retail and commercial developments are primarily at major intersections along Hwy-95 and I-215. Some major retailers include a Wal-mart, retail centers and car dealerships located in the Centennial Hills Center west of Hwy-95 and south of I-215. There is a Target located northeast of the Hwy-95/I-215 intersection along with other retail shopping centers. The Best-of-the-West Shopping Center is located just east of Hwy-95 on Lake Mead Boulevard. It has a Best-Buy,

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Cost Plus, Barnes and Nobles and various retail and retail stores. Many other office and retail uses exist along major arterial roads such as Durango Drive, Craig Road, Cheyenne Avenue, Jones Boulevard and others.

DEMOGRAPHIC STUDY

The demographic data for the 1-, 3-, and 5-mile radius surrounding the subject property is provided by ESRI. Relevant statistics include population growth, household units, household income and median home values. Present and future projections are illustrated in the following table:

LOCAL AREA DEMOGRAPHICS							
Descripton	**1.0 Mile**	**3.0 Miles**	**5.0 Miles**	**Descripton**	**1.0 Mile**	**3.0 Miles**	**5.0 Miles**
2010 Census Population	945	29,450	66,603	2019 Households by Income			
2019 Population	1,074	43,301	90,386	Household Income Base	296	15,007	31,926
2024 Population	1,195	50,147	103,267	<$15,000	14	519	1,355
Households				$15,000 - $24,999	14	600	1,163
2010 Households	267	10,130	23,528	$25,000 - $34,999	7	860	1,872
2019 Households	295	15,006	31,927	$35,000 - $49,999	16	1,678	3,614
2024 Households	326	17,383	36,411	$50,000 - $74,999	43	3,341	6,667
Change 2000-2019	10.5%	48.1%	35.7%	$75,000 - $99,999	66	2,887	5,790
Change 2019-2024 (Est.)	10.5%	15.8%	14.0%	$100,000 - $149,999	78	3,212	7,015
Housing Units (current year)				$150,000 - $199,999	20	1,245	2,754
Total Housing Units	295	15,007	31,928	$200,000+	38	665	1,696
Owner Occupied	228	11,254	23,369				
Renter Occupied	67	3,753	8,559	Average Household Size	3.64	2.88	2.83
Income (current year)				Median Age	31.8	32.6	34.0
Median Household Income	$94,036	$78,214	$79,222				
Average Household Income	$117,144	$92,287	$94,729	Per Capita Income	$33,040	$32,154	$33,427

**Source: ESRI*

In the table above, the 1-, 3- and 5-mile radius shows median household income at $78,214 to $94,036 with estimated annual household growth of 10.5% to 15.8% annually. While the household growth is consistent with the MSA, the income is well below the average, which is due to the age of the neighborhood and the number of low-level homes that occupy the neighborhood.

CONCLUSION

The northwest is a growing part of Las Vegas as one travels north and west through the neighborhood around I-215. Mature housing exists on the south portions of the neighborhood primarily east of Hwy-95. An RNP district exists in the western area of the neighborhood and is mostly comprised of custom homes and vacant land. Some of the highest growth is occurring in the northwest area of the neighborhood north of I-215 beltway. Newer master-planned communities and commercial centers are now prevalent at various intersections. Land developers are actively purchasing raw land for future expansion along the I-215 beltway and in the areas north of existing development. Shopping, schools and employment centers are scattered throughout the area. I-215 beltway and Hwy-95 provides good access to developed neighborhoods in the central and south areas of Las Vegas. These factors will ensure that the northwest neighborhood will have a competitive business environment for years to come. Future growth in the northwest neighborhood is anticipated.

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SITE AERIAL PHOTO



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SITE ANALYSIS

The subject is a vacant land parcel located on the south side of Moccasin Road approximately 666 feet east of Sky Pointe Drive in the northwest area of Las Vegas. It has a street address of 10051 Moccasin Road, Las Vegas, Nevada 89143. The property is surrounded by mostly undeveloped land and bookend by 2 industrial use parcels operating as Cemex (east) and Sierra Ready Mix (west). The site is just east of Highway 95. The site contains 4.98 gross acres, and after deducting for future street dedications, the site has approximately 4.37 net acres, or 190,209 SF. The site is occupied by Capriati Construction Corp., Inc., operating as a gravel yard. They are leasing the site from the City of Las Vegas but there is an early out clause. Therefore, we are providing an analysis and valuation of the fee simple interest. The site is mostly level, at street grade, however there are mounds of gravel throughout the site as part of the operating business. Water and electricity are available near the site. Sewer services are not currently available at the site. Off-sites include paved frontage streets and curbs. The site is zoned Undeveloped/U(PCD) under the jurisdiction of the City of Las Vegas.

The subject site is economically influenced by its immediate surroundings. Adjacent land uses are illustrated in the table below:

ADJACENT LAND USES	
North	Vacant Government Land
South	Vacant Government Land, U.S. 95
East	Cemex Facility, Vacant Land
West	Sierra Ready Mix Facility, U.S. 95, Vacant Land

The subject site is within an outlying area in the northwest area of Las Vegas. It is surrounded by mostly vacant land and industrial uses. Adjacent land uses shown in the table above generally compliment the site for its current use.

GENERAL SITE CHARACTERISTICS

Gross Land Area (Acres)	4.98 Acres
Gross Land Area (SF)	216,929 Square Feet
Net Land Area (Acres)	4.37 Acres
Net Land Area (SF)	190,209 Square Feet
Corner Influence	N/A
Shape	Rectangular

The subject site has 4.98 gross acres, or 219,929 square feet. After deducting for future street dedications to the north (Moccasin Road) and an unnamed street to the south, the subject has approximately 4.37 net acres, or 190,209 SF (North end: 50 ft. × 334 ft. = 16,700 SF; South end: 30 ft. × 334 ft. = 10,020 SF; 16,700 + 10,020 = 26,720 SF; 216,929 – 26,720 = 190,209 SF, or 4.37 acres). The subject has a site size and shape that accommodates a variety of various uses.

LAND CONDITIONS

Topography	Level, at grade
Soil Conditions	Unknown/Assumed Adequate
Flood Zone	Zone X
Flood Zone Map No.	32003C1750E
Flood Map Effective Date	September 27, 2002
Seismic Hazards	None indicated
Environmental Issues	See Comments

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The subject property is level, at street grade. It is within Flood Zone X, characterized as an area not prone to flooding and outside the 100-year flood plain.

STREET IMPROVEMENTS



Road Frontage (Moccasin Road)	334 Ft.
Secondary Road Frontage	None
Finished Road Frontage	Yes
Number of Traffic Lanes	1-lane in each direction
Finished Curbs/Sidewalks	Yes
Streetlight Signalization	N/A
Ingress/Egress	Average
Visibility	Average
Traffic Count	N/A
Traffic Counter Location	Unassigned

The site consists of a partially paved and dirt lot. Off-site improvements include paved frontage roads, curbs, gutters and adequate street lighting. The site is approximately 800 feet east of Highway 95. It can be accessed via the south side of Moccasin Road.

UTILITIES

Availability of Utilities	All utilities are available near the site
Electricity	NV Energy
Water	City of Las Vegas
Sewer	N/A – There are currently no sewer lines attached to the subject property.
Natural Gas	Southwest Gas
Trash	Republic Services
Telephone	CenturyLink

EASEMENTS/ENCROACHMENTS

There are above ground transmission lines running east/west on the north end of the site just below the future street dedication for Moccasin Road. Several attempts to NV Energy to verify the size of the easement were unsuccessful. We have estimated a 334' x 100' wide easement for the site. This amounts to 33,400 SF, or 0.77 net acres. This portion of the site cannot be constructed on. The value of this portion is diminished by at least 75% of the value of the remainder of the site.

RECIPROCAL PARKING

The subject property does not have reciprocal agreements with adjacent landowners.

DEED RESTRICTIONS

The appraisers were not provided with a title report for the subject property. We are unaware of any public or private deed restrictions that limit the subject's current use. It is beyond the scope of this appraisal to discover and analyze any such restrictions. It is recommended that a title report be obtained to determine whether or not any restrictions exist to determine any potentially adverse impact on the property. Deed restrictions are legal matters and it is suggested that a title company,

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or attorney, be procured to uncover restrictive covenants before any financial decisions are made regarding the subject property.

ZONING

The following table illustrates the zoning and legal considerations as they relate to the subject property. They have a direct impact on site utility and development potential.

ZONING AND LEGAL CONSIDERATIONS	
Zoning Code	Undeveloped/(U(PCD))
Zoning Jurisdiction	City of Las Vegas
Zoning Description	The U District functions as a temporary classification to be used until property is ready for development for a more intense, permanent use. This classification is intended to be used as a holding zone to prevent the premature, haphazard development of property.
Legal Conformity	The subject property is a legal and conforming use.

The appraisers are not experts in the interpretation and analysis of complex zoning ordinances. The subject is zoned Undeveloped/U(PCD). It is a temporary classification until the site is ready for development. A potential developer would need to apply for a zoning change based on their developmental plans. Establishing the legal compliance to all zoning, master plan and overlay requirements is beyond the scope of this appraisal. We recommend that planning and zoning officers within the subject's local jurisdiction be contacted if further clarification is required.

SITE FUNCTIONALITY AND CONCLUSION

The subject property is vacant land in the northwest area of Las Vegas in an outlying area about 1 mile from residential development. It is just east of Highway-95 about ½ mile north of the Kyle Canyon exit and is accessed via the Sky Pointe Drive frontage road along Hwy-95 via Moccasin Road. The site is mapped in Clark County as 4.98 gross acres; however, additional roads are expected to be dedicated. After subtracting future right-of-ways, the site has approximately 4.37 net acres. Off-sites include paved frontage road and curbing. Utilities are limited to electricity and water. Sewer connections are at an unknown distance. The site is used by Capriati Construction Corp. as an industrial yard for gravel and earthwork. There are mounds of gravel on the site, but the site is easily excavated. There is an above ground transmission line running in an east-to-west manner across the site impacting 33,400 SF and no buildings could be developed in this area. The parcel is zoned Undeveloped/U(PCD), which is a generic, or interim zoning designation until the area is ready for new development. Adjacent parcels are used for industrial yard purposes and it is reasonably assumed the subject will continue to have an industrial use. The site is functional for an industrial use and could be developed outside the easement areas.

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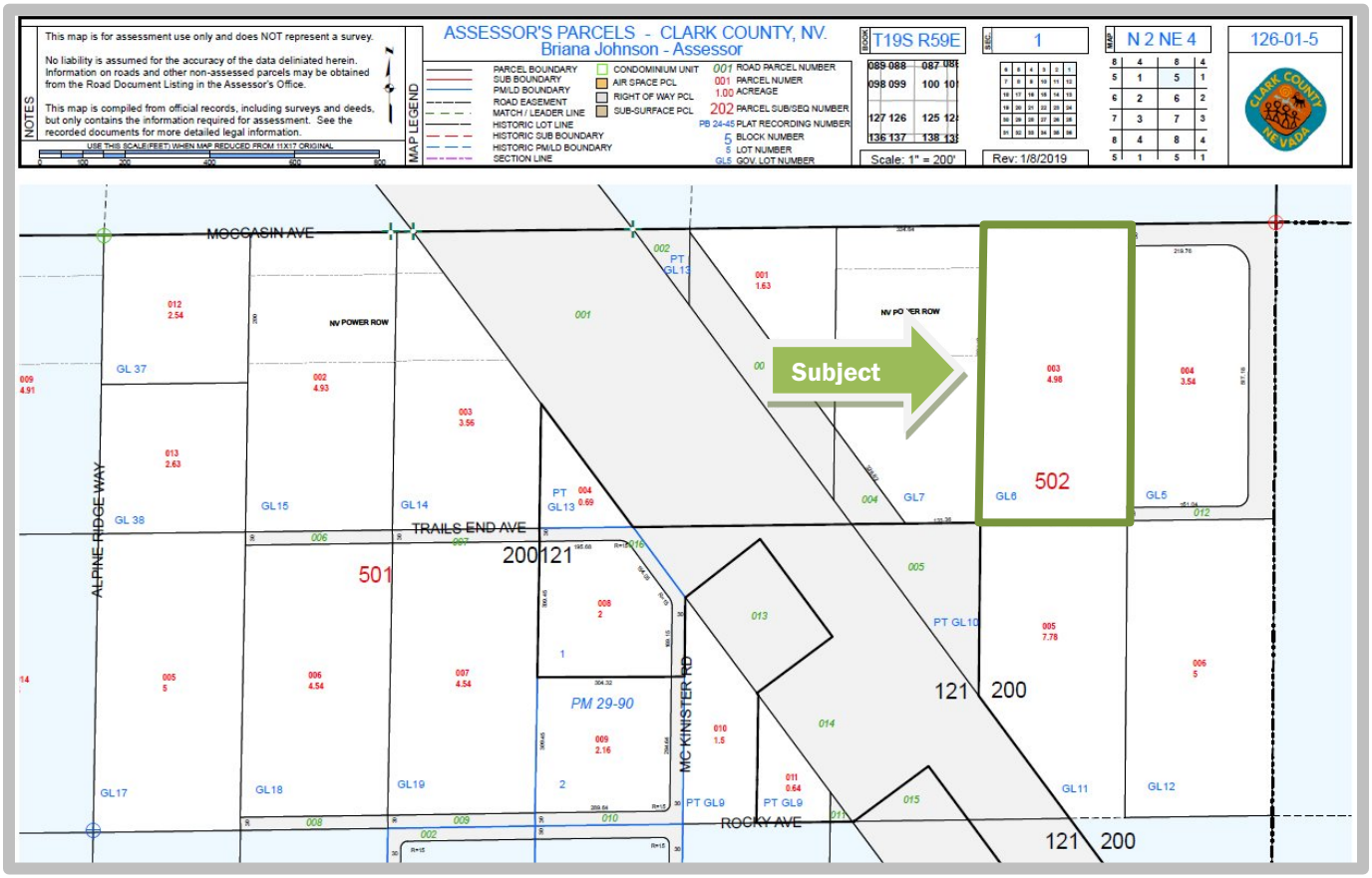
PARCEL MAP



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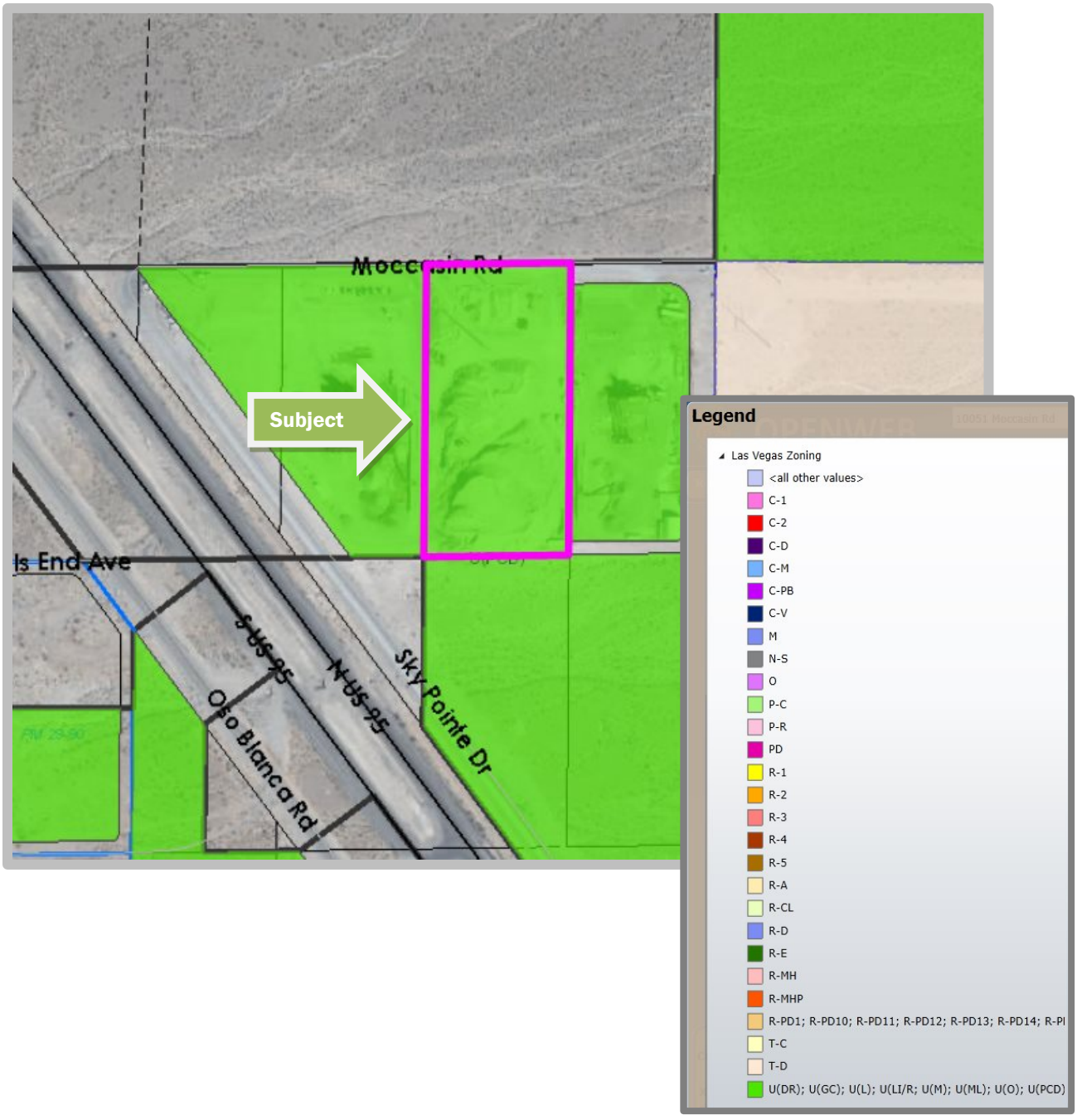
CURRENT ZONING MAP



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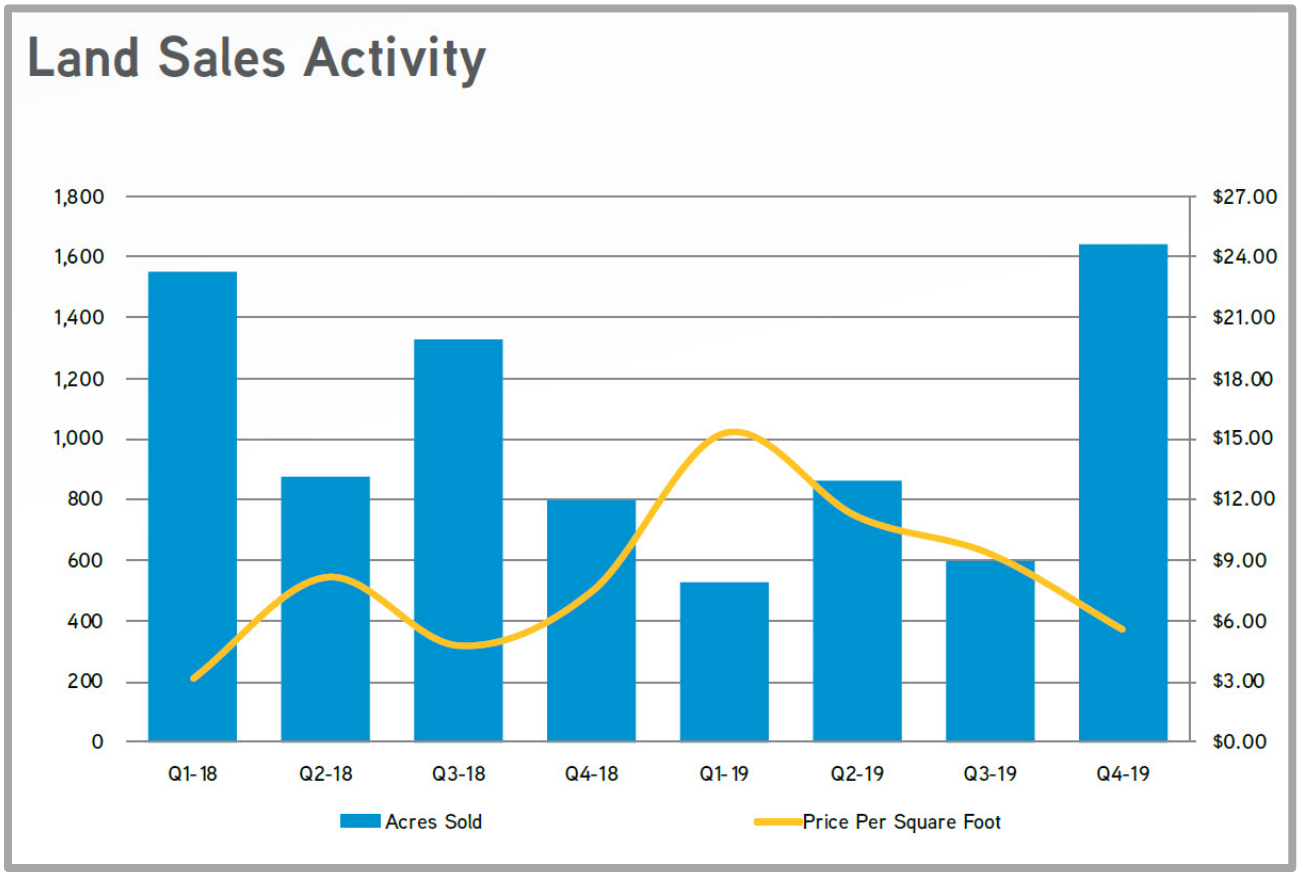
MARKET ANALYSIS

The 4th Quarter 2019 Land Report was provided by Collier's International, one of the leading real estate brokerage and research firms in Las Vegas/Henderson.

HIGHLIGHTS

- Land sales increased in the fourth quarter of 2019
- Number of sales, acres sold and sales volume all increased
- Sales were dominated by industrial land

Land sales prices increased to their highest level in years in 2019, producing a high dollar volume of sales, but cutting the total acreage sold from last year's high. In 2019, a total of 3,630 acres were sold with a sales volume of $1.41 billion and an average price of $8.94 per square foot.



Occupancy in commercial buildings remained at 90.7 percent in the fourth quarter of 2019, 1.1 points higher than one year ago. A total of 939,222 square feet of new commercial space was completed on 132.61 acres in 2019. An additional 4.7 million square feet of office and retail product is currently under construction or planned on 695.4 acres. Average hotel occupancy in the first seven months of 2019 was 89.3 percent, slightly higher than during the same period in 2018. The hospitality sector had 9,540 new rooms slated for development in Southern Nevada on a total of 118 acres. In 2019 a total of 912.7 acres of commercial land was sold with total sales volume of $558.8 million. The average sales price of commercial land was $14.06 psf, an increase of $8.63 from 2018.

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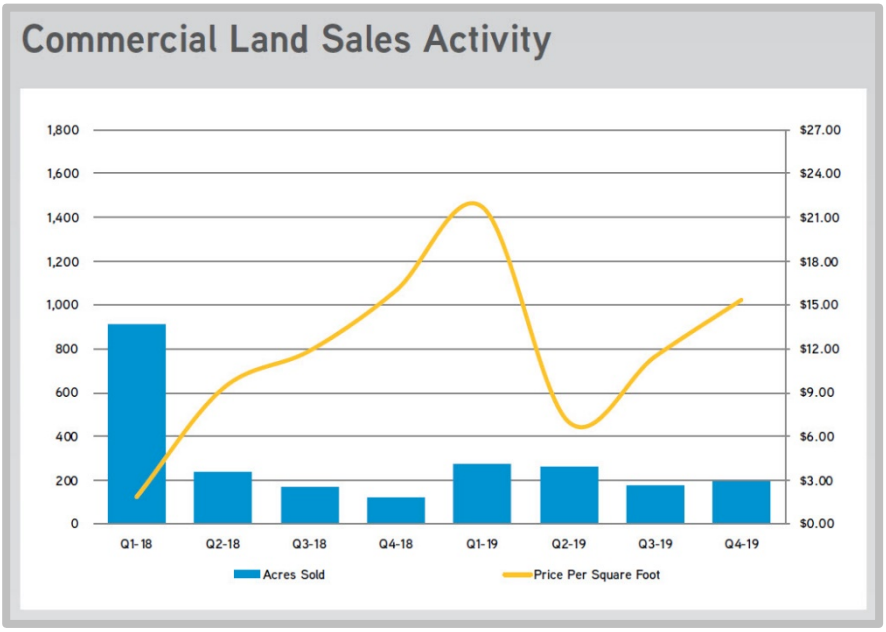
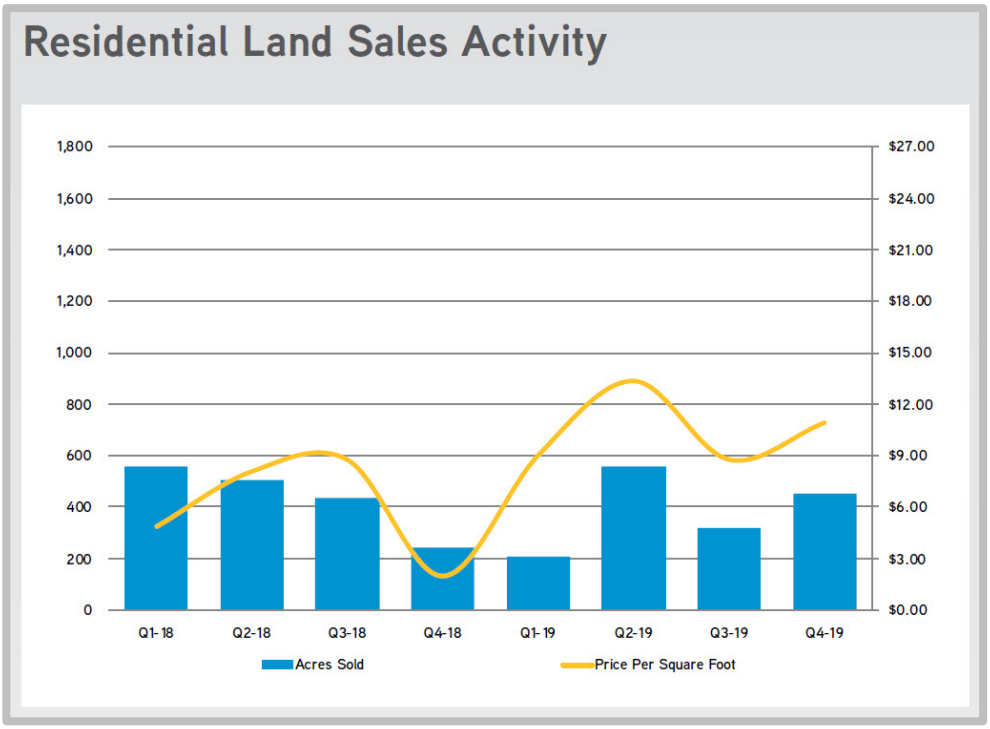


Occupancy in industrial buildings increased to 96.2 percent in the fourth quarter of 2019, 0.3 points lower than one year ago. A total of 5.41 million square feet of industrial space was completed on 513.5 acres in 2019. An additional 17.7 million square feet of industrial space was either under construction or planned to begin construction on 1,716 acres of land. In 2019 a total of 1,180.67 acres of industrial land was sold with a total sales volume of $110.7 million. The average sales price of industrial land was $2.15 psf, a decrease from $3.85 psf in 2018.

There were 13,328 units of multifamily under construction or planned in Southern Nevada on 487 acres. Residential land sales in 2019 were 1,536.8 acres with sales volume of $744.7 million. The average sales price of residential land was $11.13 psf, an increase of $4.72 psf from 2018.

Higher prices for commercial and residential-zoned land meant that buyers paid more to get less. That state of affairs will ultimately result in higher asking rents and prices for the buildings constructed on that land, or land owners defaulting on land they purchased at too high a price. Southern Nevada continues to add new citizens, so demand for residential land remains strong. Large tracts of industrial land at Apex create the illusion of low prices for industrial land generally, but outside of Apex industrial land prices are going up as well. Higher land prices may result in shortages of land in the hands of developers later, or a difficulty in attracting new residents and businesses in the future due to higher real estate costs.



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Market Comparisons - Las Vegas

Land Market

SUBMARKET	SALES	ACREAGE SOLD	SALES VOLUME	AVERAGE SALES PRICE (PER SQUARE FOOT)
AIRPORT	4	69.98	$46,162,196	$15.14
Commercial	-	0.00	$0	N/A
Industrial	-	0.00	$0	N/A
Residential	4	69.98	$46,162,196	$15.14
APEX	1	6.65	$500,000	$1.73
Commercial	-	0.00	$0	n/a
Industrial	1	6.65	$500,000	$1.73
Residential	-	0.00	$0	n/a
DOWNTOWN	2	3.63	$6,750,000	$42.69
Commercial	-	0.00	$0	n/a
Industrial	-	0.00	$0	n/a
Residential	2	3.63	$6,750,000	$42.69
EAST LAS VEGAS	6	15.30	$5,350,000	$8.03
Commercial	1	1.51	$2,125,000	$32.31
Industrial	1	4.99	$750,000	$3.45
Residential	4	8.80	$2,475,000	$6.46
HENDERSON	22	149.90	$60,025,111	$9.19
Commercial	4	10.62	$5,360,000	$11.59
Industrial	3	64.39	$26,835,400	$9.57
Residential	15	74.89	$27,829,711	$8.53
NORTH LAS VEGAS	13	979.16	$45,432,703	$1.07
Commercial	5	32.03	$13,200,000	$9.46
Industrial	1	906.14	$16,000,000	$0.41
Residential	7	40.99	$16,232,703	$9.09
NORTHEAST	2	3.84	$445,000	$2.66
Commercial	1	2.23	$285,000	$2.93
Industrial	-	0.00	$0	n/a
Residential	1	1.61	$160,000	$2.28
NORTHWEST	19	83.68	$33,217,550	$9.11
Commercial	5	43.26	$22,507,550	$11.94
Industrial	-	0.00	$0	n/a
Residential	14	40.42	$10,710,000	$6.08
RESORT CORRIDOR	-	0.00	$0	N/A
Commercial	-	0.00	$0	n/a
Industrial	-	0.00	$0	n/a
Residential	-	0.00	$0	n/a
SOUTHWEST	41	237.85	$109,504,945	$10.57
Commercial	7	30.86	$27,152,376	$20.20
Industrial	2	9.24	$5,889,781	$14.63
Residential	32	197.75	$76,462,788	$8.88
SUMMERLIN	13	86.08	$85,279,427	$22.74
Commercial	5	70.01	$55,404,427	$18.17
Industrial	-	0.00	$0	n/a
Residential	8	16.07	$29,875,000	$42.67
WEST LAS VEGAS	2	6.26	$5,450,000	$19.99
Commercial	2	6.26	$5,450,000	$19.99
Industrial	-	0.00	$0	n/a
Residential	-	0.00	$0	n/a
SUBTYPE TOTALS				
Commercial Total	30	196.78	$131,484,353	$15.34
Industrial Total	8	991.41	$49,975,181	$1.16
Residential Total	87	454.14	$216,657,398	$10.95
MARKET TOTAL	125	1,642.33	$398,116,932	$5.56

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ASSESSMENT AND TAXATION

The State of Nevada operates on a fiscal basis. The fiscal year begins on July 1st and ends on June 30th of the following calendar year. Nevada Revised States requires that all property be valued every five years. This is based on the current land value, plus the replacement cost of the improvements, less depreciation. During non-reevaluation years, the values are updated to reflect the increased cost of construction. Depreciation is calculated at 1.5% per year up to a maximum of 75% over time. Should a property sell, the assessor does not give any consideration to the sales price for future assessments as the taxable value is derived by the cost approach. Year-to-year differences in values are typically due to changes in land prices and/or construction costs. Assessed values are based on a current conversion ratio of 35% of assessor's estimated market value as defined in NRS 361.225. Properties have a "computed taxable" value that cannot exceed the full cash value.

Clark County is divided into a number of tax districts. The tax rates for each of these districts are based on the appropriated budget for the continuous maintenance and upkeep of public facilities and services such as police, fire protection, parks and schools. Tax rates vary depending on the amount and type of services required for each district. Surveys consistently show districts in southern Nevada having among the lowest tax rates in the western United States, one factor in attracting new residents and businesses to the region. A property owner may appeal the taxable value once per year by providing an appraisal and other market data. As an appeal does not guarantee a change in valuation, the current and/or projected taxes provided by Clark County have been utilized in this analysis.

SUBJECT TAXES

The tax rate in the subject's area is $3.2782 per $100 of the assessed value. This rate is consistent with prior years in the subject's tax district. The tax calculations for the subject property are illustrated in the table below:

REAL ESTATE TAXES	
Parcel Number	126-01-502-003
Tax Year	**2020**
Taxable Value	
Land	$650,786
Improvements	$0
Other	$0
Total Taxable Value	**$650,786**
Assessed Value	
Land	$227,775
Improvements	$0
Other	$0
Total Assessed Value	**$227,775**
Multiplied by Tax Rate (per $100)	$3.2782
Taxes as Assessed	$7,467
Less Cap Reduction	0
Net Taxes	**$7,467**
Net Taxes per SF	$0.034
Past Due Taxes, Fees & Penalties	$0

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Based on information provided by the County Assessor, there are no unpaid taxes, fees or penalties associated with the subject property.

CONCLUSION

Based on the previous discussion, the subject property's taxes are considered reasonable. The subject property has been appraised free and clear of liens and encumbrances; however, no unpaid taxes, fees, or penalties were found. There are no known LIDs or SIDs associated with the property and it is not encumbered by bond debt.

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HIGHEST AND BEST USE

AS VACANT

LEGALLY PERMISSIBLE

Land uses are predicated upon the current zoning. The subject property is zoned Undeveloped/(U(PCD)) under the jurisdiction of the City of Las Vegas. The U District functions as a temporary classification to be used until property is ready for development for a more intense, permanent use. This classification is intended to be used as a holding zone to prevent the premature, haphazard development of property. The zoning designation is temporary. A variety of residential, industrial and commercial uses can be considered for the site when development starts to occur in the immediate area.

PHYSICALLY POSSIBLE

Physical characteristics of the site that affect its possible uses include its location, size, shape, topography, street frontage and access, availability of utilities and easements/encroachments.

The property contains 4.98 acres, or 216,929 square feet, and after deducting for future street dedications, the site has approximately 4.37 net acres, or 190,209 SF. It is rectangular in shape. The site is level, at grade and has average access and average visibility from Moccasin Road. Utilities are limited to electricity and water and sewer connections are at least a mile away. The subject is presently used as an industrial yard for gravel and earthwork. The two adjacent parcels are also used as industrial yards. Given the subject's physical characteristics and legally permitted uses only industrial uses are given further consideration.

FINANCIALLY FEASIBLE

Establishing financial feasibility is determined by analyzing building costs versus the supply and demand for the legally probable and physically possible uses of the site. Buyers consist of developers, owner-users and investors. Construction costs have remained relatively high compared with the price of improved properties sold in the market area although there is new development occurring in pockets throughout the region. It is expected that the economy will continue to improve, demand will increase and property values will rise. The closest development is residential housing approximately 1 mile southeast of the property. Development will not likely occur until commercial or residential influences grow closer to the site. Based on the existing and surrounding land uses, industrial is most likely, but it could be years before development is feasible. Developing the site with an industrial use is considered the financially feasible use of the site.

MAXIMALLY PRODUCTIVE

The subject is within an outlying area in the northwest area of Las Vegas about 1 mile from residential development. The surrounding area is mostly vacant land. Demand is expected to grow as population and employment grow within the submarket, however until that occurs, parcels like the subject are in a holding pattern.

Based on surrounding land uses and neighborhood market conditions, the maximally productive and highest and best use of the property is to hold for future development.

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VALUATION METHODS

This section discusses the various approaches considered in the valuation of the subject property. All approaches are based on the principal of substitution. They are presented based on their relevance to the scope of work being performed and their support of the value indications set forth in this appraisal.

COST APPROACH

The cost approach is based on the concept that an informed buyer will pay no more for a property than the cost to produce a similar property with equivalent function and utility on a comparable site. This valuation technique is often used for feasibility testing for new or proposed development. The cost approach is also relevant to properties with specialized or unique improvements, where viable substitutes are not prevalent in the market. When presented, the land value is developed via the Sales Comparison Approach. The land value is then added to the replacement cost new of the improvements less depreciation.

The cost approach is not applicable to the valuation of vacant land without any proposed development on the site

INCOME APPROACH

The income approach is used by investors who purchase properties based on their income generating ability. This approach establishes the appropriate market rent, vacancy, operating expenses and net operating income for the subject property. Two common techniques include direct capitalization method and the discounted cash flow model (DCF). The direct capitalization method capitalizes Year 1 income into a value indication. This is most commonly employed by appraisers due to the accuracy in establishing a single-year pro-forma and because market data is more easily supported. The DCF technique takes several years of forecasted income and discounts the cash flow back into a present value at a market rate. The DCF technique is more relevant in multi-tenant properties where the analysis of several years of cash flow would be analyzed by a long-term investor. It is less accurate due to the number of leasing assumptions and uncertainty in projecting several years of income and expenses.

The subject property is vacant land and this approach is not applicable.

SALES COMPARISON APPROACH

The sales comparison approach is based on the principal of substitution that a buyer will pay no more for one property than another in the market with similar physical and economic characteristics. In this approach, comparable sales are identified that are considered most similar to the subject property. They are compared to the subject property on a “per unit” basis (i.e. price-per-square-foot) and adjusted based on differences. When possible, adjustments are made based on quantitative analysis such as paired sales, regression or survey method. When quantitative analysis fails to produce an isolated adjustment, qualitative adjustments are presented and discussed. In active markets where many sales take place, the sales comparison approach can produce a reliable indication of market value.

There is adequate market data to develop a value estimate for the underlying land via the sales comparison approach and it reflects market behavior for this property type. We have analyzed the subject property and comparables on a price-per-square-foot basis.

VALUE CONCLUSIONS

A conclusion is presented at the end of the Land Valuation Section which summarizes our findings.

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LAND VALUATION

The characteristics that most strongly influence the subject property are its location, size and use. The subject property is in Northwest Las Vegas, contains 4.37 net acres and the highest and best use is for development with an industrial use.

The subject is located in the outlying area in Northwest Las Vegas. The immediate area surrounding the subject site is mostly vacant land. The nearest developments are adjacent to property to the east and west of the site and operating with an industrial use (both are cement companies). Due to the subject's location in-between 2 industrial use parcels, we have used industrial land comparables. We selected land sales that are located in the outlying areas of Las Vegas.

METHOD EMPLOYED

The comparables provided in this report exhibit physical and economic characteristics that are deemed most similar to the subject property in our search for similar land sales and listings. We have analyzed the subject property and comparables on a price-per-square foot basis, which is most common among market participants for this property type.

LAND COMPARABLES

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5
Property Name	Land at Moccasin Road	Moccasin Road Land	Emerald Avenue Land	Conestoga Way Industrial Land	Vacant Land at Judson and Marion	Land at NWC of Shatz and El
Land Area (Acres)	4.37 Ac.	4.12 Ac.	4.19 Ac.	2.03 Ac.	2.80 Ac.	8.97 Ac.
Land Area (SF)	190,209 SF	179,606 SF	182,516 SF	88,427 SF	121,968 SF	390,733 SF
Address	10051 Moccasin Road	10021 Moccasin Road	Unassigned	Conestoga SE of I-215	4665 Judson Avenue	Unassigned
City/Municipality	Las Vegas	Las Vegas	Las Vegas	Henderson	North Las Vegas	North Las Vegas
Sale Price	N/A	$1,102,500	$1,150,000	$725,000	$450,000	$1,953,666
Date of Sale	N/A	2/13/2018	7/11/2019	7/11/2019	7/31/2019	2/14/2020
Price per SF	N/A	$6.14	$6.30	$8.20	$3.69	$5.00
Price per Acre	N/A	$267,390	$274,464	$357,142	$160,714	$217,800
Prop. Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Grantor		9970 CCO LLC	G. William Coulthard Testamentary Trust A	Cambridge Industrial Park	Singh Living Trust	Elkfast Llc
Grantee		Kilgore Companies LLC	General Gifts Inc	Blue Bell Creameries, Inc.	A & M Structuring 6 LLC	Harsch Investment Properties
Doc. Number		18021302641	2019071102571	2019071100009	19073100562	20021400848
Shape	Rectangular	Irregular, yet Functional	Triangular	Irregular	Rectangular	Rectangular
Topography	Level, at grade	Level, at grade	Level, at grade	Level, at grade	Level, at grade	Level, at grade
Access	Average	Average	Average	Average	Average	Average
Zoning Code	Undeveloped/(U(PCD))	Undeveloped/(U(PCD))	M-1, Light Manufacturing	I-P, Industrial Park	M-D, Designed Manufacturing	O-L, Open Land Residential
Verified By	Assessor, Inspection, City	Public Records, Owner	Broker, CoStar, Public Records	Broker, CoStar, Public Records	Broker, CoStar, Public Records	Broker, CoStar, Public Records

*Full Land Sale Abstracts are in the addendum of this report.

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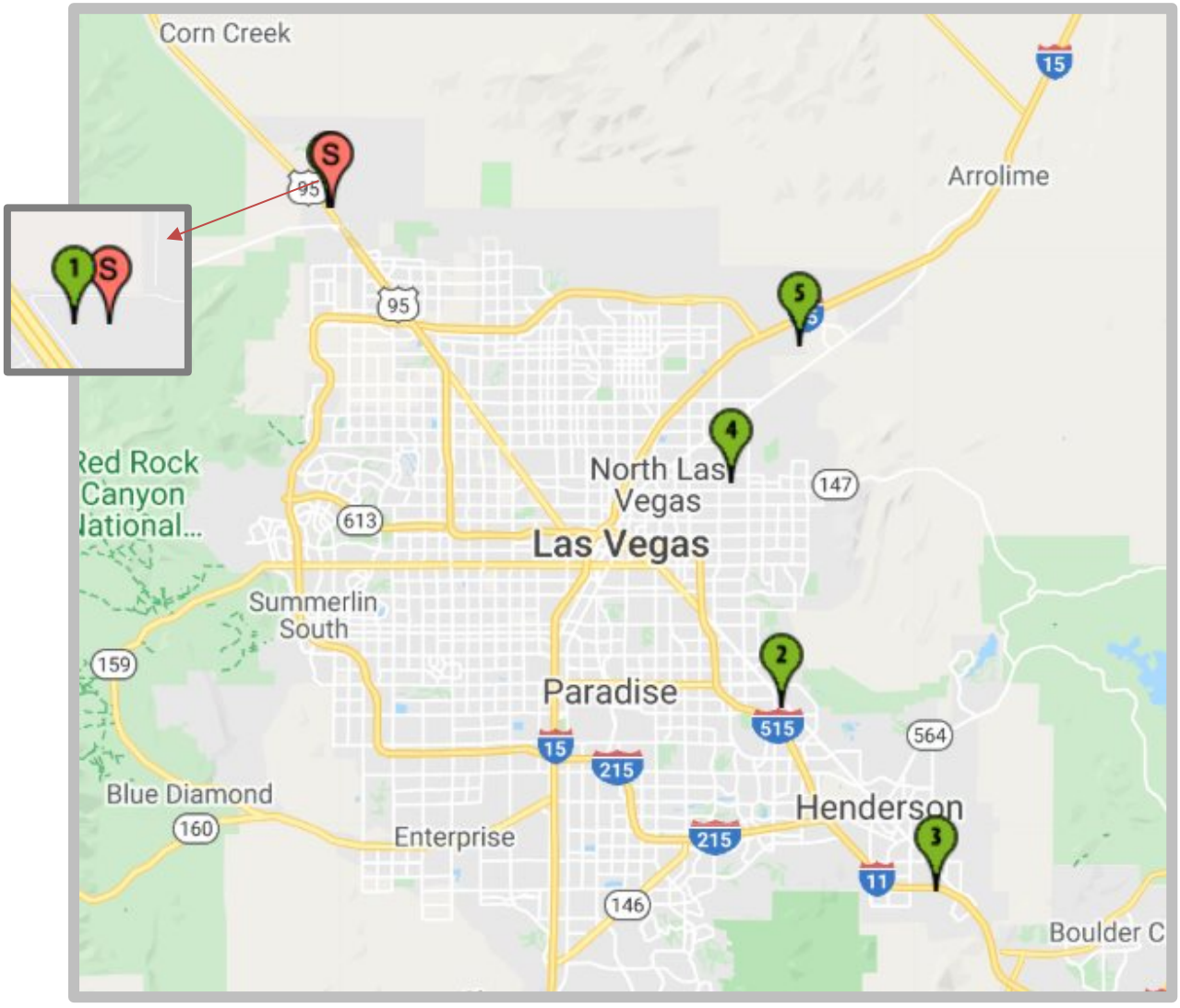
SUBJECT AND COMPARABLE MAP



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LAND COMPARABLE ANALYSIS

The land comparables have been adjusted for a variety of features. Transactional adjustments include property rights, terms/financing, conditions of sale, expenditures after purchase and time/market conditions. Physical and economic characteristics include location, size, shape, topography, off-sites/on-sites/utilities and zoning/use. When possible, adjustments are made based on quantitative analysis such as paired sales, regression or survey method. When quantitative analysis fails to produce an isolated adjustment, qualitative adjustments are presented and discussed.

LAND COMP NO. 1

This is the sale of vacant land located at 10021 Moccasin Road the northwest area of Las Vegas. The property contains 4.6 gross acres, and after deducting for future street dedications, the site has approximately 4.12 net acres, or 179,606 SF. It sold on February 13, 2018 for $1,102,500, or $6.14 per SF. The site is mostly level, at street grade. It is rough graded land with partial off-sites including paved street frontage. Public utilities are available to the site. The site is zoned Undeveloped/(U(PCD)) under the jurisdiction of the City of Las Vegas. According to Stewart Lamb, Project Manager with Kilgore Companies LLC, the buyer will occupy the property as an owner-user, operating as Sierra Ready Mix. Furthermore, Kilgore Companies LLC was interested in purchasing the adjacent property but discussions to purchase did not develop any further. No unusual conditions were reported.

Land Comp No. 1 has superior Highway-95 visibility and we made a downward adjustment of 5%. There is an easement taking up approximately 33,400 SF on the north end of the site in which there can be no development within that space. There would typically be a 75% discount in value for that area and this amounts to an upward adjustment of 17% for topography of site.

LAND COMP NO. 2

This is the sale of industrial land located on the east end of Emerald Avenue east of Stephanie Street in the east area of Las Vegas in an industrial district. The site contains 4.19 acres, or 182,516 SF. It sold on July 11, 2019 for $1,150,000, or $6.30 per SF. The site is raw land that is mostly level. The shape is triangular and there is a flood channel east of the property. Utilities are available to the site. Off-sites are partially complete with the need of some street extensions, curbs and sidewalks. The site is zoned M-1, Light Manufacturing with a planned land use of IND, Industrial under the jurisdiction of Clark County.

Land Comp No. 2 is in a superior, more populated Las Vegas location and we made a downward adjustment of 10%. It has an inferior triangular shape and we made an upward adjustment of 10%.

LAND COMP NO. 3

This is the sale of industrial land located at the end of the Conestoga Way (cul-de-sac) southeast of I-215 in Henderson. The site contains 2.03 acres, or 88,427 SF. It sold on July 11, 2019 for $725,000, or $8.20 per SF. The site is level and partially graded. Utilities are available to the site. The property has off-sites complete. The site is zoned I-P, Industrial Park under the jurisdiction of Henderson. The buyer will build a manufacturing facility on the site.

Land Comp No. 3 is in a superior and more populated Henderson location and we made a downward adjustment of 10%.

LAND COMP NO. 4

This is the sale of industrial land located at 4665 Judson Avenue in the outer North Las Vegas/Sunrise area of Las Vegas. The property contains 2.80 net acres, or 121,968 square feet. The site is raw land and will need off-sites completed. It sold on July 31, 2019 for $450,000, or $3.69 per SF. The site is level with utilities available near the site. It is zoned M-D,

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Designed Manufacturing under the jurisdiction of Clark County. The buyer will hold for future development. No further details were provided.

Land Comp No. 4 has an inferior freeway access and we made an upward adjustment of 30%. It has an elongated rectangular shape and we made an upward adjustment of 10% for shape of site.

LAND COMP NO. 5

This is the sale of vacant land located on the NWC of Shatz Street and El Campo Grande Avenue in North Las Vegas. The property contains 8.97 net acres, or 390,733 square feet. The site is raw land and will need off-sites completed. It sold on February 14, 2020 for $1,953,666, or $5.00 per SF. The site is level with utilities available near the site. It is zoned O-L, Open Land Residential under the jurisdiction of North Las Vegas. The buyer is planning to develop with an industrial use. No further details were provided.

Land Comp No. 5 is larger in size at 8.97 acres whereas the subject has 4.37 acres and based on economies of scale, we made a downward adjustment of 5%. It will need significant off-site work on the southern boundary, and we made an upward adjustment of 10%.

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COMPARABLE SALE ADJUSTMENTS

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5
Property Name	Land at Moccasin Road	Moccasin Road Land	Emerald Avenue Land	Conestoga Way Industrial Land	Vacant Land at Judson and Marion	Land at NWC of Shatz and El Campo Grande
City	Las Vegas	Las Vegas	Las Vegas	Henderson	North Las Vegas	North Las Vegas
Land Area (Acres)	4.37	4.12	4.19	2.03	2.80	8.97
Land Area (SF)	190,209	179,606	182,516	88,427	121,968	390,733
Sale Price	N/A	$1,102,500	$1,150,000	$725,000	$450,000	$1,953,666
Sale Date	N/A	2/13/2018	7/11/2019	7/11/2019	7/31/2019	2/14/2020
Price per Acre	N/A	$267,390	$274,464	$357,142	$160,714	$217,800
Price per SF	**N/A**	**$6.14**	**$6.30**	**$8.20**	**$3.69**	**$5.00**
TRANSACTIONAL ADJUSTMENTS						
Property Rights		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Adjusted Price/SF		$6.14	$6.30	$8.20	$3.69	$5.00
Terms/Financing		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Adjusted Price/SF		$6.14	$6.30	$8.20	$3.69	$5.00
Condition of Sale		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Adjusted Price/SF		$6.14	$6.30	$8.20	$3.69	$5.00
Expenditures After Purchase		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Adjusted Price/SF		$6.14	$6.30	$8.20	$3.69	$5.00
Time/Market Conditions		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Time Adjusted Price/SF		**$6.14**	**$6.30**	**$8.20**	**$3.69**	**$5.00**
PHYSICAL AND ECONOMIC CHARACTERISTICS						
Location		Superior	Superior	Superior	Inferior	Similar
% Adjustment		-5.00%	-10.00%	-10.00%	30.00%	0.00%
Size		Similar	Similar	Similar	Similar	Superior
% Adjustment		0.00%	0.00%	0.00%	0.00%	-5.00%
Shape of Site		Similar	Inferior	Similar	Inferior	Similar
% Adjustment		0.00%	10.00%	0.00%	10.00%	0.00%
Topography of Site		Inferior	Similar	Similar	Similar	Similar
% Adjustment		17.00%	0.00%	0.00%	0.00%	0.00%
Off-Sites/On-Sites/Utilities		Similar	Similar	Similar	Similar	Inferior
% Adjustment		0.00%	0.00%	0.00%	0.00%	10.00%
Zoning/Use		Similar	Similar	Similar	Similar	Similar
% Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%
Total Physical & Economic Adjustments		**12.00%**	**0.00%**	**-10.00%**	**40.00%**	**5.00%**
TOTAL ADJUSTMENTS $		**$6.88**	**$6.30**	**$7.38**	**$5.17**	**$5.25**

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CONCLUSION

The subject property has been analyzed utilizing 5 sales. The pre-adjusted range is $3.69 to $8.20 per square foot. After adjustments, the range narrows to $5.17 to $7.38 per square foot with an average of $6.19 per SF. Small to moderate adjustments were needed for each comparable adjusting for location, size, shape of site, topography of site and off-sites/on-sites/utilities. The land comps displayed a wide range, thereby reducing the reliability of this approach. Additionally, there were some difficulty in findings comparable land sales for an outlying industrial parcel. Despite these concerns, the valuation is reasonably supported near the middle of the range of the adjusted sales. Land Comp No. 1 adjusted to $6.88 per SF and is located next door to the subject property but the buyer may have been motivated. We conclude to a fair market value of $6.50 per SF.

IMPACT OF EASEMENT

As previously indicated, the subject has a power line easement impacting 0.77 acres, or 33,400 SF on the north portion of the site. The easement area cannot have buildings constructed within this area. The impact on value is estimated at -75% and we have subtracted this before concluding to the fair market value.

Our calculations are illustrated in the following table:

LAND SALES COMPARISON APPROACH SUMMARY	
Adjusted Land Price per SF - High	$7.38
Adjusted Land Price per SF - Low	$5.17
Average Land Price per SF	$6.19
Subject Land Area (SF)	190,209 SF
x Concluded Unit Value ($/SF)	$6.50
Subtotal	$1,236,359
Additional Site Costs	
Impact of Easement	
33,400 SF x $6.50 x 75%	-$162,825
Fair Market Value Indication (Rd)	**$1,070,000**

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APPRAISER CERTIFICATION

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. Matthew Buxton, MAI, SRA made a personal inspection of the property that is the subject of this report.
9. Jerome Satjawan provided significant real property appraisal assistance to the individual signing this certification. Assistance included performing property analysis and data entry for the subject and comparables.
10. The appraisers have performed no other services, as an appraiser or in any other capacity regarding the subject property within the three year period immediately preceding the date of acceptance of this assignment.
11. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Matthew Buxton, MAI, SRA has completed the continuing education program of the Appraisal Institute.



Matthew Buxton, MAI, SRA
Principal
Southwest Property Consultants
Certified General Real Estate Appraiser
State of Nevada Certificate No. A.0007839-CG
Expiration Date: June 30, 2020

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ASSUMPTIONS AND LIMITING CONDITIONS

1. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Southwest Property Consultants is not aware of any title defects nor has it been advised of any unless such is specifically noted in the report. However, Southwest Property Consultants has not examined title and makes no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title have not been reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject's title should be sought from a qualified title company that issues or insures title to real property.

2. Unless otherwise specifically noted in the body of this report, it is assumed: that the existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. Southwest Property Consultants professionals are not engineers and are not competent to judge matters of an engineering nature. Southwest Property Consultants has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. Unless otherwise specifically noted in the body of the report: no problems were brought to the attention of Southwest Property Consultants by ownership or management; Southwest Property Consultants inspected less than 100% of the entire interior and exterior portions of the improvements; and Southwest Property Consultants was not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if negative findings are reported by engineering consultants, Southwest Property Consultants reserves the right to amend the appraisal conclusions reported herein.

3. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property was not observed by the appraisers. Southwest Property Consultants has no knowledge of the existence of such materials on or in the property. Southwest Property Consultants, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The Client is urged to retain an expert in this field, if desired.

   Southwest Property Consultants has inspected, as thoroughly as possible by observation, the land; however, it was impossible to personally inspect conditions beneath the soil. Therefore, no representation is made as to these matters unless specifically considered in the appraisal.

4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the report unless otherwise stated. Any existing or proposed improvements, on or off-site, as well as any alterations or repairs considered, are assumed to be completed in a workmanlike manner according to standard practices based upon the information submitted to Southwest Property Consultants. This report may be subject to amendment upon re-inspection of the subject subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.

5. It is assumed that all factual data furnished by the Client, property owner, owner's representative, or persons designated by the Client or owner to supply said data are accurate and correct unless otherwise specifically noted in the appraisal report. Unless otherwise specifically noted in the appraisal report, Southwest Property Consultants has no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, Southwest Property Consultants reserves the right to amend conclusions reported if made aware of any such error. Accordingly, the Client should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify Southwest Property Consultants of any questions or errors.

6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions that occur subsequent to the date of the appraisal. However, Southwest Property Consultants will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the subject.

7. Southwest Property Consultants assumes no private deed restrictions, limiting the use of the subject in any way.

8. Unless otherwise noted in the body of the report, it is assumed that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they be gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.

9. Southwest Property Consultants is not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.

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10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.

11. Any cash flows included in the analysis are forecasts of estimated future operating characteristics are predicated on the information and assumptions contained within the report. Any projections of income, expenses and economic conditions utilized in this report are not predictions of the future. Rather, they are estimates of current market expectations of future income and expenses. The achievement of the financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may vary from the projections considered herein. Southwest Property Consultants does not warrant these forecasts will occur. Projections may be affected by circumstances beyond the current realm of knowledge or control of Southwest Property Consultants.

12. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation of Southwest Property Consultants to buy, sell, or hold the properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.

13. Unless otherwise noted in the body of this report, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.

14. This study may not be duplicated in whole or in part without the specific written consent of Southwest Property Consultants nor may this report or copies hereof be transmitted to third parties without said consent, which consent Southwest Property Consultants reserves the right to deny. Exempt from this restriction is duplication for the internal use of the Client-addressee and/or transmission to attorneys, accountants, or advisors of the Client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without the express written consent of Southwest Property Consultants which consent Southwest Property Consultants reserves the right to deny. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a “sale” or “offer for sale” of any “security”, as such terms are defined and used in the Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. Southwest Property Consultants shall have no accountability or responsibility to any such third party.

15. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.

16. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.

17. The maps, plats, sketches, graphs, photographs and exhibits included in this report are for illustration purposes only and are to be utilized only to assist in visualizing matters discussed within this report. Except as specifically stated, data relative to size or area of the subject and comparable properties has been obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.

18. No opinion is intended to be expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis has been made known to Southwest Property Consultants unless otherwise stated within the body of this report. If the consultant has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. Southwest Property Consultants assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

19. Acceptance and/or use of this report constitutes full acceptance of the Contingent and Limiting Conditions and special assumptions set forth in this report. It is the responsibility of the Client, or Client’s designees, to read in full, comprehend and thus become aware of the aforementioned contingencies and limiting conditions. Neither the Appraiser nor Southwest Property Consultants assumes responsibility for any situation arising out of the Client’s failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.

20. Southwest Property Consultants assumes that the subject analyzed herein will be under prudent and competent management and ownership; neither inefficient nor super-efficient.

21. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

22. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed to be correct. It is further assumed that no encroachments to the realty exist.

23. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, Southwest Property Consultants has not made a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect on the value estimated herein. Since Southwest Property Consultants

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has no specific information relating to this issue, nor is Southwest Property Consultants qualified to make such an assessment, the effect of any possible non-compliance with the requirements of the ADA was not considered in estimating the value of the subject.

24. Client shall not indemnify Appraiser or hold Appraiser harmless unless and only to the extent that the Client misrepresents, distorts, or provides incomplete or inaccurate appraisal results to others, which acts of the Client proximately result in damage to Appraiser. The Client shall indemnify and hold Appraiser harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the appraisal report to any third party. In the event of any litigation between the parties, the prevailing party to such litigation shall be entitled to recover from the other reasonable attorney fees and costs.

25. The report is for the sole use of the Client; however, Client may provide only complete, final copies of the appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Appraiser is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow an appraisal report prepared by Southwest Property Consultants or portions of such report, to become part of or be referenced in any public offering, the granting of such consent will be at our sole discretion and, if given, will be on condition that we will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to us, by a party satisfactory to us. We do consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

26. Provision of an Insurable Value by the appraiser does not change the intended use or user of the appraisal. The appraiser assumes no liability for the Insurable Value estimate provided and does not guarantee that any estimate or opinion will result in the subject being fully insured for any possible loss that may be sustained. The appraiser recommends that an insurance professional be consulted. The Insurable Value estimate may not be a reliable indication of the replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to the changing building codes and governmental regulations and requirements

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DEFINITIONS

The following definitions are derived from The Dictionary of Real Estate Appraisal, Fifth Edition, published by the Appraisal Institute.

- Absorption Period: The actual or expected period required from the time a property, group of properties, or commodity is initially offered for lease, purchase, or use by its eventual users until all portions have been sold or stabilized occupancy has been achieved.
- Absorption Rate: The rate at which properties for sale or lease have been or are expected to be successfully marketed, sold, or leased in a given area over a duration of time.
- Ad Valorem Tax: A tax levied in proportion to the value of the thing(s) being taxes; generally refers only to property taxes, although technically the term is applicable to income taxes, ad valorem tariffs, special property taxes, etc. Exclusive of exemptions, use value assessment provisions, and the like, the property tax is an ad valorem tax. (IAAO)
- Assessed Value: The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.
- Cash Equivalency: An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash.
- Contract Rent: The actual rental income specified in a lease.
- Disposition Value: The most probable price that a specified interest in real property should bring under all of the following conditions: 1) Consummation of a sale will occur within a future exposure time specified by the client; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under compulsion to sell; 5) The buyer is typically motivated; 6) Both parties are acting in what they consider their best interests; 7) An adequate marketing effort will be made during the exposure time specified by the client; 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- Effective Rent: The rental rate net of financial concessions such as periods of no rent during the lease term and above- or below-market tenant improvements.
- Excess Land: Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued separately.
- Excess Rent: The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized at a higher rate in the income capitalization approach.
- Exposure Time: 1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.
- Extraordinary Assumption: An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP 2010-2011 ed.)
- Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

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- Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.
- Fractional Vacancy: The amount of vacant space need in a market for its orderly operation. In a stabilized market, where supply and demand are in balance, fractional vacancy allows for move-in and move-outs. In markets for income-producing property, fractional vacancy measures the lost rental income as leases roll over and expire.
- Full Service Lease: See gross lease.
- General Vacancy: A method of calculating any remaining vacancy and collection loss considerations when using discounted cash flow (DCF) analysis, where turnover vacancy has been used as part of the income estimate. The combined effects of turnover vacancy and general vacancy relate to total vacancy and collection loss.
- Going Concern Value: 1) The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern. 2) The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable.
- Gross Building Area (GBA): The total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.
- Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.
- Hypothetical Condition: That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.)
- Investment Value: The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
- Land-to-Building Ratio: The proportion of land area to gross building area; one of the factors determining comparability of properties.
- Lease: A contract in which the rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.
- Leased Fee Interest: A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord relationship.
- Leasehold Interest: The tenant's possessory interest created by a lease.
- Lessee: One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement.
- Lessor: One who conveys the rights of occupancy and use to others under a lease agreement.
- Liquidation Value: The most probable price which a specified interest in real property should bring under all of the following conditions: 1) Consummation of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer is acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated; 6) Both parties are acting in what they considers to be their best interests; 7) A normal marketing effort is not possible due to the brief exposure time; 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- Market Rent: The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement, including permitted uses, use restrictions, expense obligations, concessions, renewal and purchase options, and tenant improvements (TIs).

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- Market Value: See body of report for market value definition used in this appraisal.
- Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)
- Net Lease: A lease in which the landlord passes on all expenses to the tenant.
- Net Net Net Lease: A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease or fully net lease.
- Occupancy Rate: 1) The relationship or ratio between the income received from the rented units in a property and the income that would be received if all the units were occupied. 2) The ratio of occupied space to total rentable space in the building.
- Overage Rent The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakpoint sales volume
- Prospective Opinion of Value: A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or stabilized level of long-term occupancy.
- Rentable Area: For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which rent is based; calculated according to local practice.
- Retrospective Value Opinion: A value opinion effective as of a specified historical date. The term does not define a type of value. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion.
- Shell Rent: The typical rent paid for retail, office, or industrial tenant space based on minimal "shell" interior finishes (called vanilla finish in some areas). Usually the landlord delivers the main building shell space or some minimum level of interior build-out, and the tenant completes the interior finish, which can include wall, ceiling, and floor finishes; mechanical systems, interior electric, and plumbing. Typically these are long-term leases with tenants paying all or most property expenses.
- Surplus Land: Land that is not currently needed to support the existing improvements but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.
- Turnover Vacancy: A method of calculating vacancy allowance that is estimated or considered as part of the potential income estimate when using discounted cash flow (DCF) analysis. As units or suites turn over and are available for re-leasing, the periodic vacancy time frame (vacancy window) to re-lease the space is considered. Accordingly the income estimate reflects a component of vacancy and is not true potential gross income but some level of effective gross income.
- Usable Area: 1) For office buildings, the actual occupied area of a floor or an office space; computed by measuring from the finished surface or the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the

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permanent outer building walls. Sometimes called net building area or net floor area. 2) The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.

- Value In Use: The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of appraisal. Value in use may or may not be equal to market value but is different conceptually.
- Value Indication: An opinion of value derived through application of the appraisal process

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Type	**Standard Purchase Order**
Order	**418828**
Revision	**0**
Order Date	**24-FEB-2020**
Current Buyer	**Corral, Maira**
Revision Date	

Supplier: **SOUTHWEST PROPERTY CONSULTANTS INC**
9205 W RUSSELL RD
SUITE 240
LAS VEGAS, NV 89148
United States

Ship To: **Facilities Management/Real Estate**
City of Las Vegas
333 N. Rancho Dr. 8th Floor
Las Vegas, NV 89106
United States

Bill To: **Accounts Payable-City of Las Vegas**
Fax: (702) 382-6441
495 S. Main St. 4th Floor
Las Vegas, NV 89101
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	85905	**30 Net**	**Included in Cost**	**Las Vegas**		**Seller's Option**

Confirm To/Telephone	Requester/Deliver To
()	**Strong, Christina**

Notes: This Purchase Order is issued in accordance with the City of Las Vegas Standard Offer to Perform Appraisal Services.

The City point of contact is Christina Strong at 702-229-1023 or cstrong@lasvegasnevada.gov

The Supplier point of contact is Matthew Buxton at (702) 485-4441 or matt@swpconsultants.com

The City hereby accepts the Standard Offer to perform Appraisal Services, dated 2/19/20.

IMPORTANT NOTE: All invoices MUST be sent to ACCOUNTS PAYABLE at
City of Las Vegas
Attn: ACCOUNTS PAYABLE
495 South Main Street, 4th Floor
Las Vegas, NV 89101

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)
1	Appraisal Services for Vacant Land at 10051 Moccasin Rd, APN 126-01-502-003 Ship To: Use the ship-to address at the top of page 1	Needed: 25-FEB-2020 00:00:00				N	[redacted]

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)
	Deliver To: Strong, Christina (cstrong@lasvegasnevada.gov)						
					Total: [redacted]		**(USD)**

CITY OF LAS VEGAS
STANDARD OFFER TO PERFORM
APPRAISAL SERVICES

1. DEFINITIONS

(a) *"Appraisal"* means a written opinion of the market value of a Property, prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the State of Nevada as of the date of this Offer.

(b) *"City"* means the City of Las Vegas.

(c) *"Company"* means the Offeror contractually responsible for the performance of appraisal services described herein, upon acceptance of an Offer by the City.

(d) *"Contract"* means the legal obligation to perform appraisal services under all the terms and conditions described in this Offer.

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

(f) *"Offer"* means this document containing (i) miscellaneous terms and conditions, (ii) a description of the Property to be appraised, (iii) any special instructions regarding Deliverables, (iv) performance schedule, and (v) price(s), which when signed and submitted to the City, may be accepted by the City to form a Contract for performance of appraisal services.

(g) "Offeror" means the individual or entity submitting an Offer.

(h) *"Property"* means the real estate to be appraised, as specified in Paragraph 26, "Property Description", below.

(i) "Purchase Order" means a written order for services, which if issued by the City, would serve as the method of accepting this Offer, thus forming a binding Contract.

2. RULES OF PRECEDENCE

In the event of a conflict between any resulting Purchase Order and this Offer, the terms and conditions of this Offer shall govern.

3. TAXES AND COMPLIANCE WITH LAWS

(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 work under any resulting 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 any resulting Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of the Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

4. INVOICES

The Company shall submit an invoice to the City following delivery and acceptance of all Deliverables to the "Bill To:" address on the face of the Purchase Order. The invoice must: be dated, contain the Company name and address, identify the title of the Appraisal, and contain the Purchase Order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days, unless otherwise noted on the face of the Purchase Order.

5. DISPUTES

The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by arbitration in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within thirty (30) days of the claim, dispute, or matter arising.

6. GOVERNING LAW/VENUE OF ACTION

Any resulting Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

7. LEGAL NOTICE

(a) Notices to the Company will be addressed to the place of business as designated at the bottom of this Offer, or such other place as may be designated in writing by the Company.

(b) Notices to the City shall be addressed to:

City of Las Vegas
Manager, Purchasing & Contracts
495 South Main Street
Las Vegas, NV 89101

(c) In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Successful Bidder.

8. INDEMNIFICATION

Notwithstanding any of the insurance requirements set forth herein, the Company shall protect, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all third-party claims arising under any resulting Contract.

9. TERMINATION FOR CONVENIENCE

The City shall have the right at any time to terminate further performance of any resulting Contract, in whole or in part, for any reason. Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. The Company shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the City.

10. TERMINATION FOR DEFAULT

(a) Upon failure to perform any resulting Contract under its terms, the City will provide written notice to the Company of the breach, and the Company will have a reasonable time (as stated in the City's written notice) in which to cure the breach. Failure to cure within the stated time will subject the Company to a default termination, with no liability to the City. The City will retain all rights to common law breach of contract remedies.

(b) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of the Company's obligations under the 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 Paragraph 9, "Termination for Convenience".

(c) Either party may terminate the Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

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

11. INSURANCE

The Company shall procure and maintain, at its own expense, the following insurance for all work performed under any resulting Contract: (i) Workers' Compensation, (ii) General Liability with a minimum coverage of $1,000,000 per occurrence, and (iii) Professional Liability (Errors and Omissions) with a minimum coverage of $1,000,000 per occurrence. The Company shall provide verification of insurance coverage, when requested by the City.

12. QUALIFICATIONS OF APPRAISER

The Appraisal shall be supervised and signed by an individual who is currently licensed by the State of Nevada as a Certified General Appraiser.

13. INDEPENDENT APPRAISALS

In compliance with Chapter 268 of Nevada Revised Statutes, the City is ordering two independent appraisals of the Property. It is understood that the each company preparing an appraisal of the Property may learn the identity of the other company during the course of appraisal preparation; however, the City requires that the appraisals be completely independent. Therefore, any communication between the companies regarding the Property and the appraisals of it is prohibited, without the express, prior written approval of the City. Violation of this requirement may be cause for termination in accordance with Paragraph 10, "Termination For Default".

14. CONFLICT OF INTEREST

By submitting this Offer, the Offeror represents that neither it nor any of its affiliates (if any) has present or prospective financial or personal interest in the Property itself or in any of the parties involved. The Offeror further represents that its compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the Property's owner or any potential buyer.

15. WARRANTY - SERVICES

The Company warrants that the services shall be performed in full conformity with this Offer, 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 and compliance with USPAP. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Offer, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

16. LICENSES/REGISTRATIONS

During the entire performance period of any resulting Contract, the Company shall maintain all federal, state, and local licenses and registrations applicable to the work performed under the Contract, to include the State of Nevada Certified General Appraiser requirements.

17. INTELLECTUAL PROPERTY RIGHTS

All Deliverables produced under any resulting Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City, except to the extent that the City's rights to the Company's working papers and notes may be limited by law.

18. NOTICE OF DELAY

(a) Should the timely performance of any resulting Contract be jeopardized by the non-availability of City provided personnel or data, the Company shall immediately notify the City in writing of the facts and circumstances that are contributing to 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 the established performance schedule 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.

19. ASSIGNMENT

Neither party may assign their rights nor delegate their duties under any resulting 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 the Contract.

20. WAIVER

Waiver of any of the terms of any resulting 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 the 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 the Contract, or to affect the right of the City to thereafter enforce each and every provision of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

21. INDEPENDENT CONTRACTOR

In the performance of services under any resulting 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 corporations with which it subcontracts to fulfill the Contract. The City shall hold the Company as the sole responsible party for the performance of the Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party

22. SEVERABILITY

In the event any provision of a resulting Contract is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

23. PUBLIC RECORDS

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). All of 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 Offer and any resulting Contract are deemed to be public records.

24. CONFIDENTIALITY – CITY INFORMATION

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 be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under any resulting Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts, except as required by law. The obligations of confidentiality shall survive the termination of the Contract.

25. MARKETING RESTRICTIONS

The Company may not publish or sell any information from or about any resulting 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.

26. PROPERTY DESCRIPTION

The Company shall provide an Appraisal of the following Property:

Fair Market Value – vacant land 126-01-502-003

27. DELIVERABLES
The following special instructions apply to the preparation of Deliverables:
City of Las Vegas
Attn: Real Estate
333 North Rancho Drive, 8th Floor
Las Vegas, NV 89106

28. PERFORMANCE SCHEDULE

The Company shall complete the Appraisal in accordance with the following schedule:

OFFER

The undersigned hereby submits an Offer to provide the Appraisal services set forth above, under the terms and conditions stated, for a firm-fixed-price of $[redacted]. I understand that the City may accept this Offer through the issuance of a Purchase Order, thus forming a binding Contract. This Offer is valid for a period of sixty (60) days from the date set forth below. The conflict of interest disclosure required under NRS Chapter 268 is attached.

By Offeror:

NAME: Matt Buxton

ADDRESS: 9205 W. Russell Road #240
Las Vegas, NV 89148

SIGNATURE: [signature]

TITLE: Principal

DATE SIGNED: 2-19-20

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Certified General Appraiser – NRS 268

A Certified General Appraiser performing Real Estate Appraisals for the City of Las Vegas must provide a disclosure statement which includes, without limitation, all sources of income of the Appraiser that may constitute a conflict of interest and any relationship of the appraiser with the property owner or the owner of an adjacent property (collectively, "conflict of interest").

An Appraiser shall not perform a Real Estate Appraisal on any real property offered for sale or lease by the City of Las Vegas governing body if the Appraiser or a person related to the Appraiser within the first degree of consanguinity or affinity has an interest in the real property or an adjoining property (collectively, "conflict of interest").

Description of Property:

Fair Market Value – vacant land 126-01-502-003

The Appraiser certifies, under penalty of perjury, the following (check applicable statement):

X I have no conflict of interest regarding the property specifically described above.

_____ I have a potential conflict of interest regarding the property specifically described above. The specifics of that potential conflict are described in full below.

PRINTED OR TYPED NAME: Matthew Buxton

SIGNATURE: Matt Bux

DATE OF SIGNATURE: 2-19-20

Disclosure of potential conflict of interest is as follows (provide all details and identify any attached pages):

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The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 03/09/2020

Property Information

Parcel:	12601502003
Owner Name(s):	CITY OF LAS VEGAS
Site Address:	10051 MOCCASIN RD
Jurisdiction:	Las Vegas - 89143
Zoning Classification:	Undeveloped/ (U(PCD))
Planned Landuse:	

Misc Information

Subdivision Name:	null		
Lot Block:	Lot: Block:	**Construction Year:**	
Sale Date:	10/2012	**T-R-S:**	19-59-1
Sale Price:	$1,150,000	**Census tract:**	3316
Recorded Doc Number:	20121031 00003163	**Estimated Lot Size:**	4.98
Flight Date:	Mar.16.2019		

Elected Officials

Commission:	B - Marilyn Kirkpatrick (D)	**City Ward:**	6 - Michele Fiore
US Senate:	Dean Heller, Catherine Cortez-Masto	**US Congress:**	4 - Steven A. Horsford (D)
State Senate:	18 - Scott T. Hammond (R)	**State Assembly:**	13 - Tom Roberts (R)
School District:	E - Lola Brooks	**University Regent:**	13 - John Moran
Board of Education:	4 - Mark Newburn	**Minor Civil Division:**	Las Vegas

GENERAL INFORMATION	
PARCEL NO.	126-01-502-003
OWNER AND MAILING ADDRESS	CITY OF LAS VEGAS 333 N RANCHO 8TH FL LAS VEGAS NV 89106-3703
LOCATION ADDRESS **CITY/UNINCORPORATED TOWN**	10051 MOCCASIN RD LAS VEGAS
ASSESSOR DESCRIPTION	GOV LOT 6
RECORDED DOCUMENT NO.	* 20121031:03163
RECORDED DATE	Oct 31 2012
VESTING	NS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2019
FISCAL YEAR	2020-21
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2019-20	2020-21
LAND	227775	379626
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	227775	379626
GROSS ASSESSED (SUBTOTAL)	227775	379626
TAXABLE LAND+IMP (SUBTOTAL)	650786	1084646
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	227775	379626
TOTAL TAXABLE VALUE	650786	1084646

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	4.98 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE **MONTH/YEAR** **SALE TYPE**	1150000 10/2012 R - Recorded Value
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE

1ST FLOOR SQ. FT.	0	**CASITA SQ. FT.**	0	**ADDN/CONV**	
2ND FLOOR SQ. FT.	0	**CARPORT SQ. FT.**	0	**POOL**	NO
3RD FLOOR SQ. FT.	0	**STYLE**		**SPA**	NO
UNFINISHED BASEMENT SQ. FT.	0	**BEDROOMS**	0	**TYPE OF CONSTRUCTION**	
FINISHED BASEMENT SQ. FT.	0	**BATHROOMS**	0	**ROOF TYPE**	
BASEMENT GARAGE SQ. FT.	0	**FIREPLACE**	0		
TOTAL GARAGE SQ. FT.	0				

Briana Johnson, Assessor

PARCEL OWNERSHIP HISTORY

Assessor Map | Aerial View | Comment Codes | Current Ownership | New Search

ASSESSOR DESCRIPTION
GOV LOT 6

CURRENT PARCEL NO.	CURRENT OWNER	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
126-01-502-003	CITY OF LAS VEGAS		20121031:03163	10/31/2012	NS	200	4.98 AC	

PARCEL NO.	PRIOR OWNER(S)	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
126-01-502-003	MOCCASIN & 95 L L C		20001031:01596	10/31/2000	NS	200	4.9800 AC	
126-01-502-003	FOERSTER GILBERT J LIV TR ETAL FOERSTER GILBERT J TRS		20001031:01594	10/31/2000	NS	121	4.9800 AC	
126-01-502-003	FOERSTER GILBERT J LIV TR ETAL FOERSTER GILBERT J TRS	76% NS	20001031:01594	10/31/2000	NS	121	4.9800 AC	
126-01-502-003	FOERSTER GILBERT J LIV TR ETAL FOERSTER GILBERT J TRS	4% NS	20001031:01594	10/31/2000	NS	121	4.9800 AC	
126-01-502-003	FOERSTER GILBERT J LIV TR ETAL FOERSTER GILBERT J TRS	76% NS 4% NS	20001031:01594	10/31/2000	NS	121	4.9800 AC	
126-01-502-003	MOCCASIN HOLDING L L C		19960813:01676	08/13/1996	NS	121	4.9800 AC	
470-250-014	HARLOW ARLEY H 1986 TRUST HARLOW ARLEY H TRS ETAL		19960529:01636	05/29/1996	NS	121	4.98 AC	
470-250-014	TRUSTEE CLARK COUNTY TREASURER		19960513:01204	05/13/1996	NS	121	4.98 AC	
470-250-014	HARLOW ARLEY H 1986 TRUST HARLOW ARLEY H TRS ETAL		19871123:00774	11/23/1987	NS	121	4.98 AC	PR-911010:4
470-250-014	HARLOW ARLEY H		2174:2133204	08/27/1985	NS	121	4.98 AC	
470-250-014	HARLOW J LEO		0780:0627096	02/28/1967	NS	121	4.98 AC	
470-250-014	HARLOW J LEO					120	4.98 AC	INITIAL

Click the following link to view the parcel geneology
Parcel Tree

Note: Only documents from September 15, 1999 through present are available for viewing.

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

Property Account Inquiry - Summary Screen

New Search | Recorder | Treasurer | Assessor | Clark County Home

Parcel ID	126-01-502-003	Tax Year	2020	District	200	Rate	3.2782

Situs Address:	10051 MOCCASIN RD LAS VEGAS
Legal Description:	ASSESSOR DESCRIPTION: GOV LOT 6 GEOID: PT NE4 NE4 SEC 01 19 59

Status:
Active
Taxable

Property Characteristics	
Tax Cap Increase Pct.	4.8
Tax Cap Limit Amount	595.81
Land Use	0-00 Vacant - Single Family Re
Exemption Percentage	100
Cap Type	OTHER
Acreage	4.9800
Exemption Amount	7466.92
Exemption Type	H : Municipal Exempt
Abatement used for tax calc only	6871.11

Property Values	
Land	227775
Total Assessed Value	227775
Net Assessed Value	227775
Exemption Value New Construction	0
New Construction - Supp Value	0
Tax % Exemption Value	227775

Property Documents	
2012103103163	10/31/2012
00103101596	10/31/2000

Role	Name	Address	Since	To
Owner	CITY OF LAS VEGAS	333 N RANCHO 8TH FL , LAS VEGAS, NV 89106-3703 UNITED STATES	11/2/2012	Current

Summary

Item	Amount
Taxes as Assessed	$7,466.92
Less Cap Reduction	$0.00
Net Taxes	$7,466.92

PAST AND CURRENT CHARGES DUE TODAY

Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 3/5/2020		$0.00

NEXT INSTALLMENT AMOUNTS

Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 3/5/2020		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 3/5/2020		

PAYMENT HISTORY

Last Payment Amount	$0.47
Last Payment Date	8/6/2015

Regional Flood Control District
Clark County, NV



View Printer-Friendly Map

The District makes no warranties concerning the accuracy of this data. View Disclaimer

This parcel IS NOT in a 100-year flood zone.

Parcel	12601502003
Owner	CITY OF LAS VEGAS
Address	10051 MOCCASIN
Entity	Clark County
Contact	702-455-0489
Flood Zone	This parcel IS NOT in a 100-year flood zone.
FIRM Panel	View FIRM Panel (1750)
LOMR	This parcel is not affected by a LOMR

Enter a different address or parcel number

Copyright © Clark County Regional Flood Control District. All Rights Reserved.

LICENSE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CAPRIATI CONSTRUCTION

THIS LICENSE AGREEMENT ("Agreement") is made and executed this 6th day of February 2013, by and between City of Las Vegas, a municipal corporation of the State of Nevada ("City") and Capriati Construction Corp., Inc., a Nevada corporation ("Licensee"). City and Licensee are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, City is the owner of the real property located in the City of Las Vegas, County of Clark, State of Nevada and commonly known as Assessor's Parcel Number 126-01-502-003 ("Property"), as depicted on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Licensee entered into a lease with the Moccasin & 95, LLC (the "Lease") , for the real property located in the City of Las Vegas, County of Clark, State of Nevada and commonly known as Assessor's Parcel Number 126-01-502-003 ("Property"), as depicted on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, City acquired the Property from Moccasin & 95, LLC by quitclaim deed on October 31, 2012; and

WHEREAS, the Lease included a Condemnation Clause whereby Licensee acknowledged that Licensee will vacate the Property within ninety (90) day after City acquired title to the Property; and

WHEREAS, the Parties desire to enter into this Agreement to allow Licensee to continue to use the Property on a temporary basis in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above referenced facts, the covenants of the Parties contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. LICENSE; DESCRIPTION OF PROPERTY. City hereby issues a license to Licensee for the right to use the Property together with the right to access the Property from the public right of way, on the terms and conditions of this Agreement.

2. USE OF PROPERTY. Licensee may use the Property for the sole and limited purpose of construction equipment storage and materials, recycling, processing and sales ("Approved Uses") along with the right to install temporary improvements necessary to support the Approved Uses ("Improvements"). City does not warrant or guarantee the suitability of the Property for Licensee's intended use. Licensee agrees that no other use on the Property is permitted and that Licensee agrees to obtain City's written approval prior to commencing any new use on the Property.

It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to Licensee. This Agreement is not exclusive and the City specifically reserves the right to grant other rights on the Property that do not

If to Licensee: ATTN: President
Capriati Construction
1020 Wigwam Parkway
Las Vegas, NV 89074
(702) 547-1182 phone
(702) 547-0598 fax

21. COUNTERPARTS. 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.

22. MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

CITY OF LAS VEGAS
"City"

C.G. Goodman
Carolyn G. Goodman, Mayor

Attest:

Beverly K. Bridges 2/12/2013
Beverly K. Bridges, MMC, City Clerk Date

Approved as to Form:

John S. Ridilla 1/2/13
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CAPRIATI CONSTRUCTION
"Licensee"

By: Davis M. Rocchio

Name: DAVIS M. ROCCHIO

Title: PRESIDENT

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>>LAND SALE NO. 1 — Moccasin Road Land



>> LOCATION DATA

Property Type:	Land
Property Name:	Moccasin Road Land
Address:	10021 Moccasin Road
City, State, Zip:	Las Vegas, Nevada 89143
County:	Clark
Tax ID:	126-01-502-002
Market Area:	Las Vegas
Submarket:	North
Traffic Count:	N/A

>> VERIFICATION

Verified By:	Public Records, Owner
Transacting Party:	Roger w/Sierra Ready (702)644-9750

>> LAND DATA

*Land Area (Ac.):	4.12
Land Area (SF):	179,606
Shape	Irregular, yet Functional
Primary Frontage:	Approximately 335 feet of frontage along Moccasin Road.
Topography:	Level, at grade
Grade:	At street grade
Land Cover:	Rough Graded
Access:	Average
Corner Lot:	Mid-Block
Flood Plain:	No
Zoning Code:	Undeveloped/(U(PCD))
Permitted Uses:	All Considered
Utilities:	All utilities are available to the site
Off Sites:	Partial Off-Sites

***The land area, price per square foot and price per acre are based on the usable area of the site.**

>> SALE DATA

Transaction Type:	Fee Simple
Sale or List Price:	$1,102,500
Sale Date:	02-13-2018
Price per Acre:	$267,390
Price per SF:	$6.14
Grantor:	9970 CCO LLC
Grantee:	Kilgore Companies LLC
Document No.	18021302641
Financing Terms:	Assumed Typical
Days on Market:	Unknown

>> COMMENTARY

This is the sale of vacant land located at 10021 Moccasin Road the northwest area of Las Vegas. The property contains 4.6 gross acres, and after deducting for future street dedications, the site has approximately 4.12 net acres, or 179,606 SF. It sold on February 13, 2018 for $1,102,500, or $6.14 per SF. The site is mostly level, at street grade. It is rough graded land with partial off-sites including paved street frontage. Public utilities are available to the site. The site is zoned Undeveloped/(U(PCD)) under the jurisdiction of the City of Las Vegas. According to Stewart Lamb, Project Manager with Kilgore Comapnies LLC, the buyer will occupy the property as an owner-user, operating as Sierra Ready Mix. Furthermore, Kilgore Companies LLC was interested in purchasing the adjacent property but discussions to purchase did not develop any further. No unusual conditions were reported.

Comp ID No. 6264

>>LAND SALE NO. 2 — Emerald Avenue Land



>> LOCATION DATA

Property Type:	Land
Property Name:	Emerald Avenue Land
Address:	Unassigned
City, State, Zip:	Las Vegas, Nevada 89122
County:	Clark
Tax ID:	161-27-401-003
Market Area:	Las Vegas
Submarket:	East
Traffic Count:	N/A

>> VERIFICATION

Verified By:	Broker, CoStar, Public Records
Transacting Party:	Kevin Higgins w/CBRE (702) 369-4944

>> LAND DATA

*Land Area (Ac.):	4.19
Land Area (SF):	182,516
Shape	Triangular
Primary Frontage:	610 Feet on Emerald Ave.
Topography:	Level, at grade
Grade:	At street grade
Land Cover:	Raw Land
Access:	Average
Corner Lot:	Interior
Flood Plain:	No
Zoning Code:	M-1, Light Manufacturing
Permitted Uses:	Industrial uses
Utilities:	All utilities are available to the site
Off Sites:	Partial Off-Sites

***The land area, price per square foot and price per acre are based on the usable area of the site.**

>> SALE DATA

Transaction Type:	Fee Simple
Sale or List Price:	$1,150,000
Sale Date:	07-11-2019
Price per Acre:	$274,464
Price per SF:	$6.30
Grantor:	G. William Coulthard Testamentary
Grantee:	Trust A
Document No.	General Gifts Inc
Financing Terms:	2019071102571
Days on Market:	Assumed Typical 92

>> COMMENTARY

This is the sale of industrial land located on the east end of Emerald Avenue east of Stephanie Street in the east area of Las Vegas in an industrial district. The site contains 4.19 acres, or 182,516 SF. It sold on July 11, 2019 for $1,150,000, or $6.30 per SF. The site is raw land that is mostly level. The shape is triangular and there is a flood channel east of the property. Utilities are available to the site. Off-sites are partially complete with the need of some street extensions, curbs and sidewalks. The site is zoned M-1, Light Manufacturing with a planned land use of IND, Industrial under the jurisdiction of Clark County.

Comp ID No. 6114

>>LAND SALE NO. 3 — Conestoga Way Industrial Land



>> LOCATION DATA	
Property Type:	Land
Property Name:	Conestoga Way Industrial Land
Address:	Conestoga SE of I-215
City, State, Zip:	Henderson, Nevada 89002
County:	Clark
Tax ID:	179-33-502-001
Market Area:	Las Vegas
Submarket:	SE LV/Henderson Ind
Traffic Count:	N/A

>> VERIFICATION	
Verified By:	Broker, CoStar, Public Records
Transacting Party:	Jeffy Doty w/Colliers (702) 836-3735

>> LAND DATA	
*Land Area (Ac.):	2.03
Land Area (SF):	88,427
Shape	Irregular
Primary Frontage:	Conestoga Way
Topography:	Level, at grade
Grade:	At street grade
Land Cover:	Partially Graded
Access:	Average
Corner Lot:	Mid-Block
Flood Plain:	No
Zoning Code:	I-P, Industrial Park
Permitted Uses:	Industrial uses
Utilities:	All utilities are available to the site
Off Sites:	Off-sites complete

***The land area, price per square foot and price per acre are based on the usable area of the site.**

>> SALE DATA	
Transaction Type:	Fee Simple
Sale or List Price:	$725,000
Sale Date:	07-11-2019
Price per Acre:	$357,142
Price per SF:	$8.20
Grantor:	Cambridge Industrial Park
Grantee:	Blue Bell Creameries, Inc.
Document No.	2019071100009
Financing Terms:	Assumed Typical
Days on Market:	N/A

>> COMMENTARY

This is the sale of industrial land located at the end of the Conestoga Way (cul-de-sac) southeast of I-215 in Henderson. The site contains 2.03 acres, or 88,427 SF. It sold on July 11, 2019 for $725,000, or $8.20 per SF. The site is level and partially graded. Utilities are available to the site. The property has off-sites complete. The site is zoned I-P, Industrial Park under the jurisdiction of Henderson. The buyer will build a manufacturing facility on the site.

Comp ID No. 5872

>>LAND SALE NO. 4

Vacant Land at Judson and Marion



>> LOCATION DATA	
Property Type:	Land
Property Name:	Vacant Land at Judson and Marion
Address:	4665 Judson Avenue
City, State, Zip:	North Las Vegas, Nevada 89115
County:	Clark
Tax ID:	140-20-202-003
Market Area:	Las Vegas
Submarket:	Outer N Las Vegas/Sunrise
Traffic Count:	N/A

>> VERIFICATION	
Verified By:	Broker, CoStar, Public Records
Transacting Party:	Mark Rua w/ERA (702)595-6244

>> LAND DATA	
*Land Area (Ac.):	2.80
Land Area (SF):	121,968
Shape	Rectangular
Primary Frontage:	Judson Avenue
Topography:	Level, at grade
Grade:	At street grade
Land Cover:	Raw Land
Access:	Average
Corner Lot:	No
Flood Plain:	No
Zoning Code:	M-D, Designed Manufacturing
Permitted Uses:	Industrial uses
Utilities:	All utilities are available to the site
Off Sites:	Off-Sites incomplete

***The land area, price per square foot and price per acre are based on the usable area of the site.**

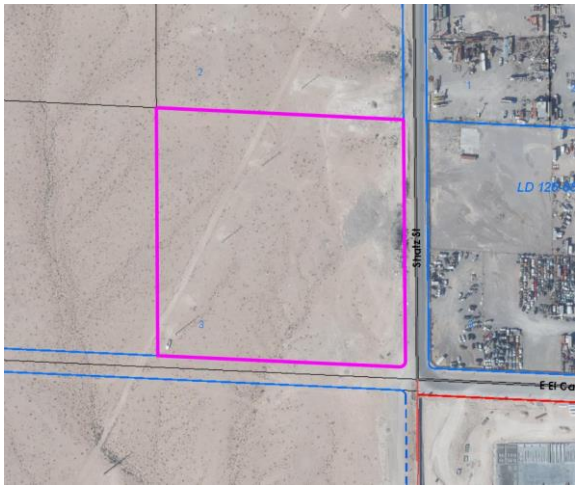
>> SALE DATA	
Transaction Type:	Fee Simple
Sale or List Price:	$450,000
Sale Date:	07-31-2019
Price per Acre:	$160,714
Price per SF:	$3.69
Grantor:	Singh Living Trust
Grantee:	A & M Structuring 6 LLC
Document No.	19073100562
Financing Terms:	Assumed Typical
Days on Market:	870

>> COMMENTARY

This is the sale of industrial land located at 4665 Judson Avenue in the outer North Las Vegas/Sunrise area of Las Vegas. The property contains 2.80 net acres, or 121,968 square feet. The site is raw land and will need off-sites completed. It sold on July 31, 2019 for $450,000, or $3.69 per SF. The site is level with utilities available near the site. It is zoned M-D, Designed Manufacturing under the jurisdiction of Clark County. The buyer will hold for future development. No further details were provided.

Comp ID No. 6274

>>LAND SALE NO. 5 Land at NWC of Shatz and El Campo Grande



>> LOCATION DATA	
Property Type:	Land
Property Name:	Land at NWC of Shatz and El Campo Grande
Address:	Unassigned
City, State, Zip:	North Las Vegas, Nevada 89115
County:	Clark
Tax ID:	123-27-701-003
Market Area:	Las Vegas
Submarket:	North Las Vegas
Traffic Count:	N/A

>> VERIFICATION	
Verified By:	Broker, CoStar, Public Records
Transacting Party:	Tyler Jones w/Colliers (702) 836-3754

>> LAND DATA	
*Land Area (Ac.):	8.97
Land Area (SF):	390,733
Shape	Rectangular
Primary Frontage:	Shatz Street and El Campo Grande Avenue
Topography:	Level, at grade
Grade:	At street grade
Land Cover:	Raw Land
Access:	Average
Corner Lot:	No
Flood Plain:	No
Zoning Code:	O-L, Open Land Residential
Permitted Uses:	Residential
Utilities:	All utilities are available to the site
Off Sites:	Off-Sites incomplete

***The land area, price per square foot and price per acre are based on the usable area of the site.**

>> SALE DATA	
Transaction Type:	Fee Simple
Sale or List Price:	$1,953,666
Sale Date:	02-14-2020
Price per Acre:	$217,800
Price per SF:	$5.00
Grantor:	Elkfast Llc
Grantee:	Harsch Investment Properties
Document No.	20021400848
Financing Terms:	Assumed Typical
Days on Market:	647

>> COMMENTARY

This is the sale of vacant land located on the NWC of Shatz Street and El Campo Grande Avenue in North Las Vegas. The property contains 8.97 net acres, or 390,733 square feet. The site is raw land and will need off-sites completed. It sold on February 14, 2020 for $1,953,666, or $5.00 per SF. The site is level with utilities available near the site. It is zoned O-L, Open Land Residential under the jurisdiction of North Las Vegas. The buyer is planning to develop with an industrial uses. No further details were provided.

Comp ID No. 6275

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SOUTHWESTPROPERTYCONSULTANTS

MATTHEW BUXTON, MAI, SRA / Principal of Southwest Property Consultants / 2012-Present

ADDRESS: 9205 W Russell Road, Suite 240, Las Vegas, NV 89148

ADDRESS: 1190 W. Moana Lane, Reno, NV 89509 >> PHONE: 702.217.1124 >> EMAIL: matt@swpconsultants.com

>> REAL ESTATE VALUATION AND CONSULTATION

As Principal of Southwest Property Consultants my objective is to provide the highest quality reporting and expertise in real estate appraisal and advisory. The big idea is to combine quality and design, market resources and expert analysis. Clients want reports that are strong on analysis and short on fluff. I offer experience at both the local and national level demonstrating highly technical valuation and problem solving skills in a volatile real estate market.

>> EXPERIENCE

2011-2012 / Landauer Valuation & Advisory / Las Vegas, NV / Director/Senior Appraiser

> Supervised over the valuation of billions of dollars in real estate in one of the nation's leading valuation companies. I specialized in complex assignments for clients including high value capital market assets and portfolios across all property types.

> Collaborated with Newmark Grubb Knight Frank brokers and property managers on complex market analysis and investor assignments.

> Developed a high level of expertise in advanced valuation technology within customized appraisal templates including Argus Cash Flow DCF.

2007-2011 / Lubawy & Associates / Las Vegas, NV / Associate Appraiser

> Participated in the valuation of a wide array of real estate assignments in one of the most distinguished, local, commercial firms in Las Vegas. Appraisals included proposed developments, professional offices, shopping centers, subdivisions, apartments, industrial centers, leasehold interests, etc.

> Specialized in a variety of government assignments and condemnation cases including the valuation of right-of-ways, easements and publically owned assets.

2003-2007 / Perkins Enterprises / Las Vegas, NV / Residential Appraiser

> Excelled as the top appraiser in a reputable residential office that placed its strongest emphasis on report quality and appraiser integrity.

> Assignments included the valuation of condominiums, single-family residences, multi-family properties and land.

> Specialized in the valuation of multi-million-dollar properties, custom homes and luxury condominium suites.

>> EDUCATION

Master's Degree in Hotel Administration, University of Nevada Las Vegas, 2004

Bachelor's Degree in Business Administration, Utah Valley University, 1997

Appraisal Institute Classes include Business Practices and Ethics, Advanced Market Analysis and Highest and Best Use, Advanced Income Capitalization, Advanced Concepts and Case Studies, Report Writing and USPAP.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE **REAL ESTATE DIVISION** **NOT TRANSFERABLE**

This is to Certify That : MATTHEW D BUXTON **Certificate Number:** A.0007839-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER **from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.**

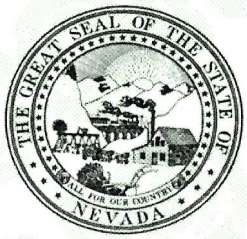
Issue Date: June 19, 2018 **Expire Date:** June 30, 2020

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statues, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: MATTHEW D BUXTON
669 TROWBRIDGE ST
LAS VEGAS, NV 89178

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator



AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
37

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

SUBJECT:
Discussion for possible action regarding activating and operating a temporary program by which fines for qualifying parking infractions may be paid by means of the donation of school supplies in lieu of the payment of money pursuant to LVMC 11.10.150 - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On July 18, 2016, the City Council adopted Bill No. 2016-34, authorizing the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items, children's toys or school supplies. This program requires city council approval to activate, and Parking Services requests activation of a temporary program allowing a recipient of a qualifying parking infraction issued between June 1 and June 30, 2020, to donate a new, unwrapped school supply of equal or greater value than the ticket fine, from June 1, 2020, through July 30, 2020. The recipient of the donations will be The Teacher EXCHANGE, a local 501(c)3 organization that provides resources to Southern Nevada public school teachers.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. School Supplies for Tickets - 2020 Summer Session
2. Teacher Exchange

School Supplies for Tickets – 2020 Summer Season

Program Information

City of Las Vegas Parking Services is collaborating with Teacher EXCHANGE to offer a program allowing customers to pay parking fines with school supplies this summer season.

Program Details

Any driver issued a non-public safety parking ticket in the City of Las Vegas from June 1 through June 30 may choose to resolve the ticket by providing a new, unwrapped school supply from the list of suggested needs of equal or greater value than the ticket fine. **To participate, drivers must bring the parking ticket, as well as the receipt for the donated supplies.** Supplies and tickets will be collected until Thursday, July 30, 2020 at the Parking Services Office.

Office hours (closed on weekends and holidays) are:

- Monday-Friday 7:30am-5:15pm

Parking Services Office is located within the area known as Symphony Park at:

- 350 S. City Parkway, Las Vegas, NV 89106

Violations Excluded

The following Public Safety and Handicap related parking tickets are EXCLUDED from this program:

- Any handicap related violation
- Red curb
- 18” from curb
- Blocking alley
- No parking areas
- Fire Lane/hydrant
- Traffic hazard
- No Stopping/No Standing
- Sidewalk
- Double parking
- Too close to intersection, crosswalk, stop/yield sign
- Bike lane
- Blocking or facing traffic

Teacher EXCHANGE®
A GREEN INITIATIVE OF THE PUBLIC EDUCATION FOUNDATION

The Public Education Foundation's Teacher EXCHANGE is a repurpose and surplus resource center for Southern Nevada public school teachers.

The Teacher EXCHANGE serves over 400 public schools, 18,000 teachers working with over 320,000 students in a school district that covers 7,910 square miles.

The Teacher EXCHANGE is also a member of the Kids In Need Foundation Resource Center Network.

We receive donations locally from the Las Vegas Strip properties, local businesses, retired teachers, conferences and trade shows. We receive donations nationally from generous companies like Learning Advantage, Target, Yoobi, Georgia-Pacific, Freeman, Art Skills, Thirty-One, 3M and Scotch to name a few.

Some of the things a teacher needs for their classroom and students include:

Pencils
Pens
Dry erase markers
Index cards
Paper Towels / Disinfecting wipes
Card Stock
Copy Paper
Storage bins
Loose-leaf paper
Treasure Box Items
Education Games
Post-Its

We receive financial support through a grant from the Caesars Foundation. We also receive support from Appreciation Financial and the namesakes of Clark County School District schools.



The Teacher EXCHANGE was the recipient of the 2019 City of Las Vegas School Supplies for Parking Tickets program. The four-week program provided over 500 public school teachers from 214 Southern Nevada public schools much needed school supplies for their classroom. A special thank you to The City of Las Vegas, BiC and Office Depot.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
38

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointment of Venetta Appleyard to the Building and Safety Enterprise Fund Advisory Committee

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Nevada Revised Statues (NRS) 354.59891 and Senate Bill No. 184 state that local governments that create an enterprise fund shall establish an advisory committee to review the operation of and make recommendations relating to the enterprise fund. The committee consists of five members to represent the residential construction industry, the commercial development industry, the construction industry, a public officer of the City who manages the fiscal affairs of the City, and a public officer of the Department of Building and Safety who oversees directly the operation of the enterprise fund. Appointments to the Committee shall be approved by the City Council. Terms are for two years, with no limit to the number of terms, and there is no City Residency requirement. Ms. Appleyard was last reappointed in 2018, filling the seat reserved for a Public Official who oversees the Enterprise Fund. As the Finance Director, Ms. Appleyard's reappointment is appropriate.

RECOMMENDATION:
The City Manager recommends the reappointment of Ms. Appleyard.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**VENETTA APPLEYARD** Public Officer who manages City Fiscal Affairs	4-2-2014 (Reapp. 5-4-16) (Reapp. 5-2-18)	4-2-2020
2.	**KEVIN McOSKER** Public Officer who oversees the operation of the Enterprise Fund	1-3-2018 (Reapp. 12-18-19)	1-3-2022
3.	**STEPHEN P. QUINN** Construction Industry	5-17-2006 (Reapp. 4-16-08) (Reapp. 5-5-10) (Reapp. 5-2-12) (Reapp. 5-21-14) (Reapp. 6-1-16) (Reapp 6-6-18)	5-17-2020
4.	**ROBERT W. POTTER** Commercial Development Industry	12-17-2008 (Reapp. 5-5-10) (Reapp. 5-2-12) (Reapp. 5-21-14) (Reapp. 6-1-16) (Reapp 6-6-18)	5-17-2020
5.	**AMANDA MOSS** Residential Construction Industry	5-1-2019	5-1-2021

AUTHORITY: Nevada Revised Statutes (NRS) 354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

TERM: 2 Years
No limit to number of terms
No City Residency Requirement

APPOINTED: 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:

- Residential Construction Industry
- Commercial Development Industry
- Construction Industry
- A Public Officer who manages fiscal affairs for the City of Las Vegas
- A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund

MEETINGS: Must meet at least twice per fiscal year, and additionally at the call of the Chairman.

NOTES: Members may name alternates from their respective organizations.

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

DEPT. SUPPORT: Kevin McOsker, Director, Building and Safety
Benita Crook, Administrative Secretary, Building and Safety

AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
39

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law. The bill enables locations with certain types of primary alcoholic beverage licenses to have an ancillary winery operation if conducted in accordance with State law and regulations.

RECOMMENDATION:
ADOPTION at the 5/6/2020 City Council Meeting pursuant to the 4/13/2020 Recommending Committee Meeting

First Reading – 4/1/2020 First Publication – 4/23/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-10

BILL NO. 2020-10

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 6.50 AND PROVISIONS OF LVMC TITLE 19 TO ESTABLISH LICENSING AND ZONING REGULATIONS FOR ANCILLARY WINERIES AS ALLOWED BY STATE LAW, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Cedric Crear

Summary: Amends LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 75, reading as follows:

6.50.075: (A) An ancillary winery alcoholic beverage license authorizes the manufacture and sale of wine beverages at an establishment, provided that the owner or operator of such establishment maintains in a primary capacity, at the same location, one of the following licenses:

(1) A tavern alcoholic beverage license pursuant to LVMC 6.50.240;

(2) A tavern-limited alcoholic beverage license pursuant to LVMC 6.50.250;

(3) A beer/wine room alcoholic beverage license pursuant to LVMC 6.50.080;

(4) An urban lounge alcoholic beverage license pursuant to LVMC 6.50.255; or

(5) A tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

(B) An ancillary winery alcoholic beverage license shall only be issued subject to the following conditions:

(1) The manufacture and sale of the wine beverages produced at the location shall comply with all relevant State and Federal laws regarding the manufacture and sale of wine beverages;

(2) The manufacture and sale of wine beverages may only occur as an ancillary activity to the activities permitted by the primary license; and

(3) Prior to issuance of an ancillary winery alcoholic beverage license by the City, the applicant shall present proof of State licensure of the establishment as a winery.

(C) Notwithstanding any provision of this Chapter that might otherwise prohibit or limit the activity, an establishment with an ancillary winery alcoholic beverage license may, pursuant to NRS 597.240:

(1) Serve to consumers, for on-premise consumption, samples of its wine that has been produced, blended or aged at the licensed establishment; and

(2) Sell to consumers, for off-premise consumption, wine that has been produced, blended or aged at the licensed establishment.

(D) Nothing in Subsection (C) shall be deemed to authorize any activity that is not authorized (or is prohibited) by State law.

SECTION 2: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.360: Each licensee shall pay to the Department in advance, the semiannual license fees set forth in the following schedule:

License Category	**Semiannual License Fee (Dollars)**
Alcoholic beverage caterer	[$]500.00
Ancillary	500.00 per category authorized or 1% of gross sales, whichever is greater
Ancillary brew pub	500.00 or 1% of sales to licensed wholesale dealers, whichever is greater
Ancillary craft distillery	500.00 or 1% of gross sales, whichever is greater
Ancillary lounge bar	1,200.00
<u>Ancillary winery</u>	<u>500.00 or 1% of gross sales, whichever is greater</u>
Banquet or event establishment	500.00

Beer and wine room	700.00
Plus: fee for each additional bar	400.00
Beer/wine/cooler on-sale	300.00
Beer/wine/cooler off-sale	300.00
General on-sale	1,200.00
Plus: fee for each additional bar	900.00
General on-sale (beer and wine)	500.00
Liquor manufacturer	1,000.00
Nonprofit club general on-sale	200.00
Package	750.00
Permanent trade show facility	2,400.00
Restaurant service bar	600.00
Restaurant with alcohol	800.00
Plus: fee for each additional bar	750.00
Tavern (one bar)	1,200.00
Plus: fee for each additional bar	900.00
Plus: fee for resort hotel owned gift shop	900.00
Tavern-limited (one bar)	800.00
Plus: fee for each additional bar	500.00
Urban lounge (one bar)	1,000.00
Plus: fee for each additional bar	750.00
Wholesale general	1,000.00

Each time-limited special event general licensee shall pay the following license fee for each day (or for each event, in the case of a multi-day event): One hundred dollars, plus seventy-five dollars for each additional bar.

Each time-limited special event beer/wine/cooler licensee shall pay the following license fee for each day (or for each event, in the case of a multi-day event): Fifty dollars, plus twenty-five dollars for each additional bar.

SECTION 3: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 4 and 5 of this Ordinance. The amendments in those sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 4: Title 19, Chapter 12, Section 70, is hereby amended by amending the description of the use "Beer/Wine/Cooler On- and Off-Sale Establishment" to read as follows:

Beer/Wine/Cooler On- and Off-Sale Establishment

Description: An establishment:

1. Whose license to sell alcoholic beverages is generally limited to:

a. The sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the business is conducted; and

b. The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the business is conducted; and

2. That is operated in connection with one of the following:

a. Restaurant;

b. Grocery Store;

c. General Retail store;

d. Convenience store in which 30 or more people may be served with meals at any time at tables or stools;

e. Beer wine room with an ancillary brew pub, if in accordance with LVMC 6.50.085; [or]

f. Beer wine room that holds a Nevada license as a brew pub, in accordance with LVMC 6.50.050(B)(7)[.]; or

g. Ancillary winery that holds a Nevada license as a winery, in accordance with LVMC 6.50.075.

SECTION 5: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Beer/Wine/Cooler On- and Off-Sale Establishment" to read as follows:

Beer/Wine/Cooler On- and Off-Sale Establishment. An establishment:

1. Whose license to sell alcoholic beverages is generally limited to:

a. The sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the business is conducted; and

b. The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the business is conducted; and

2. That is operated in connection with one of the following:

a. Restaurant;

b. Grocery Store;

c. General Retail store;

d. Convenience store in which 30 or more people may be served with meals at any time at tables or stools;

e. Beer wine room with an ancillary brew pub, if in accordance with LVMC 6.50.085; [or]

f. Beer wine room that holds a Nevada license as a brew pub, in accordance with LVMC 6.50.050(B)(7)[.]; or

g. Ancillary winery that holds a Nevada license as a winery, in accordance with LVMC 6.50.075.

SECTION 6: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.0070 and 19.18.020 are deemed to be subchapters rather than sections.

. . .

SECTION 7: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 4 and 5 of this Ordinance.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-17-2020
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
40

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2020-16 - For possible action - Authorizes the establishment of one or more temporary programs to allow certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery or the curbside pickup of alcoholic beverages in connection with the delivery or pickup of food by a customer who has placed an order therefor. Sponsored by: Councilman Brian Knudsen

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will authorize the establishment of one or more temporary programs to allow certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery or the curbside pickup of alcoholic beverages in connection with the delivery or pickup of food by a customer who has placed an order therefor. The purpose of the bill is to try to help reduce the impact of business restrictions that have been imposed as a result of the COVID-19 pandemic.

RECOMMENDATION:
ADOPTION at the 5/6/2020 City Council Meeting as a First Amendment pursuant to the 5/4/2020 Recommending Committee Meeting.

First Reading – 4/15/2020 First Publication – 4/23/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-16
2. Submitted at Meeting - Support Documentation Not Vetted - E-comments and E-mail

BILL NO. 2020-16

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT OF ONE OR MORE TEMPORARY PROGRAMS TO ALLOW CERTAIN TYPES OF BUSINESSES WITH AN ALCOHOLIC BEVERAGE LICENSE AND A RESTAURANT LICENSE TO OFFER AND PROVIDE THE DELIVERY OR THE CURBSIDE PICKUP OF ALCOHOLIC BEVERAGES IN CONNECTION WITH THE DELIVERY OR PICKUP OF FOOD BY A CUSTOMER WHO HAS PLACED AN ORDER THEREFOR, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Brian Knudsen

Summary: Authorizes the establishment of one or more temporary programs to allow certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery or the curbside pickup of alcoholic beverages in connection with the delivery or pickup of food by a customer who has placed an order therefor.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Notwithstanding any prohibition or limitation contained in LVMC Chapter 6.50, the Director of Planning is authorized to establish one or more temporary programs pursuant to which certain types of businesses with an alcoholic beverage license and a restaurant license may offer and provide the delivery or the curbside pickup of alcoholic beverages in connection with the delivery or pickup of food by a customer who has placed an order therefor. The programs may include without limitation one or more of the following elements:

(A) Eligibility requirements for the programs, including requirements for businesses to have a restaurant license and particular types of alcoholic beverage licenses.

(B) Requirements that the pickup or delivery service operate from a commercial location only, and a limitation that the type of alcoholic beverages being made available corresponds to the type of alcoholic beverage license held by the business.

(C) Requirements to obtain a permit to authorize the activity, along with application procedures and requirements.

(D) A permit fee, not to exceed one hundred dollars.

(E) The ability to condition a permit to expire on a particular date or to terminate upon the receipt of notice from the City, along with provisions for any permissible renewals of a permit.

(F) The ability to condition a permit on any requirement, or subject to any limitation, that is deemed necessary or appropriate, including continued conformance to eligibility requirements and other requirements described in this Section.

(G) Provisions to ensure that those placing and picking up orders and accepting deliveries pursuant to this Ordinance are of legal age to purchase alcoholic beverages.

(H) In the case of the off-site delivery of alcoholic beverages, requirements that:

(1) Alcoholic beverages to be delivered are in the manufacturer's sealed container.

(2) Those engaged in delivery activity are owners, principals or employees of the business, with no third-party delivery allowed.

(3) Those engaged in delivery activity have an unexpired alcohol awareness card.

(4) Those engaged in delivery activity have an unexpired work card for alcohol, unless they are owners, principals or key employees who have been approved for suitability or are otherwise registered as key employees with the City.

SECTION 2: This Ordinance:

(A) Shall be deemed to ratify any temporary action taken by the Director of Planning to authorize any activity described in this Ordinance pending the adoption of this Ordinance.

(B) Is intended to address the impact of limitations on businesses that have resulted from the COVID-19 pandemic, and for that reason shall expire by limitation on June 1, 2020, unless extended by subsequent ordinance.

SECTION 3: It is unlawful to violate any condition of a permit issued pursuant to this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-1-2020
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

Form Name:	City Council Live
Submission Time:	May 4, 2020 6:37 am
Browser:	Mobile Safari 13.0.5 / iOS
IP Address:	174.72.238.183
Unique ID:	608154979
Location:	36.221199035645, -115.16850280762

Item 40

First Name	Aleta
Last Name	Dupree
City Resident	Yes
Zip Code	89102
Agenda Item Number	# 40
Choose One	Support
Council Comment	I support a temporary program to allow delivery of alcoholic beverages in conjunction with prepared foods. This will help minimize trips outside, and promote distancing. It's simply a way to allow people to enjoy these beverages responsibly at home.

Submitted at City Council
Date 5/6/20 Item 40
By: E-comments

Public Comment Submission for City of LV City Council Meeting 05/06/20

Alexandria Dazlich <adazlich@nvrestaurants.com>

Wed 5/6/2020 1:47 AM

To: City Council Live <citycouncillive@lasvegasnevada.gov>
Cc: Katherine Jacobi <kjacobi@nvrestaurants.com>

Agenda Item #40

1 attachments (59 KB)

NvRA Public Comment re Agenda Item 40.pdf;

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Good evening,

I would like to submit a public comment on behalf of the Nevada Restaurant Association for the City Council meeting taking place tomorrow, May 6. This comment is in reference to agenda item 40. Bill No. 2020-16 - For possible action - Authorizes the establishment of one or more temporary programs to allow certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery or the curbside pickup of alcoholic beverages in connection with the delivery or pickup of food by a customer who has placed an order therefor. Sponsored by: Councilman Brian Knudsen. Please see the PDF attachment for public comment.

Thank you,

--

Alexandria Dazlich | Director of Government Affairs

Nevada Restaurant Association

2320 Paseo Del Prado Bldg B 103 | Las Vegas, NV 89102

P: 702-637-7561 | E: adazlich@nvrestaurants.com

www.nvrestaurants.com

This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not copy or disseminate unless you are the addressee. If you have received it in error, please call us at 702-878-2313.

The Nevada Restaurant Association appreciates the opportunity to offer comment on item 40 regarding the extension of the temporary programs allowing the sale of packaged alcohol with the purchase of food for takeout and delivery that were adopted in March.

The Nevada Restaurant Association supports the extension of these temporary programs through January 1, 2021. Thus far the ability to sell packaged alcohol has proved invaluable to restaurants as many are facing a loss of more than 70% of their business compared to this time last year.

Our association is dedicated to working in partnership with the City of Las Vegas and other local governments to ensure responsible operations under the current temporary system. The Nevada Restaurant Association has put together a checklist for responsible alcohol purchasing best practices that is posted to our website. We believe this necessary extension will help facilitate growth as businesses continue to work toward economic recovery while serving the community in a responsible manner.

Thank you for your consideration.

Alexandria Dazlich

Alexandria Dazlich
Director of Government Affairs
Nevada Restaurant Association


NEVADA
RESTAURANT ASSOCIATION

AGENDA SUMMARY PAGE
City Council
Meeting of: May 6, 2020

Agenda Item No.:
41

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2020-14 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2021); 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, 2020 through June 30, 2021.

RECOMMENDATION:
ADOPTION at the 5/20/2020 City Council Meeting pursuant to the 5/4/2020 Recommending Committee Meeting.

First Read – 4/15/2020 First Publication – 5/7/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-14

BILL NO. 2020-14

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2021); 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 FY2021 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which, $ -0- is available from other sources and of which $75,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer together with the City Engineer Division (the "Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 1, 2020, 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 1, 2020, 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 4, 2020; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 1, 2020, 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 (FY2021) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2021) 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 (FY2021) 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 (FY2021) 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 4, 2020, and as modified and confirmed by the District No. 1485 (FY2021) Assessment Protest Resolution duly adopted by the City Council on April 15, 2020.

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, 2020, October 1, 2020, January 1, 2021 and April 1, 2021. 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 24, 2020) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs and interest thereon).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any

defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk. In accordance with NRS 271.390(2); the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of

such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN THE CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2021)

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 (FY2021) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 20, 2020. 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 FY2021)," (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 23, 2020, 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, 2020, October 1, 2020, January 1, 2021, and April 1, 2021. 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 24, 2020, (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 20, 2020.

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 20, 2020, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2021) 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 15th day of April, 2020, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 20th day of May, 2020.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2021); 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 15, 2020, and was passed at a regular meeting held on May 20, 2020, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Present:	Carolyn G. Goodman Michele Fiore Stavros S. Anthony 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 24, 2020, 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 20th day of May, 2020.

/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 15, 2020, PASSED, ADOPTED AND APPROVED May 20, 2020.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

3/31/20
Date

Assistant 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 15, 2020, and finally adopted and approved on May 20, 2020.

2. The following members of the City Council were present at the April 15, 2020, Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Michele Fiore
	Stavros S. Anthony
	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 15, 2020, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 20, 2020, 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 20, 2020, and their votes upon the adoption of the Ordinance were as follows:

Those Present:	Carolyn G. Goodman
	Michele Fiore
	Stavros S. Anthony
	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 15, 2020, and May 20, 2020. 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 at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

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 15, 2020, 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 20, 2020, 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 20, 20120

LUANN D. HOLMES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 15, 2020 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 20, 2020 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 6, 2020

Agenda Item No.:
42

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2020-15 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2021 (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, 2020 through June 30, 2021. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
ADOPTION at the 5/20/2020 City Council Meeting pursuant to the 5/4/2020 Recommending Committee Meeting.

First Read – 4/15/2020 First Publication – 5/7/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-15

BILL NO. 2020-15

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2021 (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 FY2020 (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 1, 2020, 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 1, 2020 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 4, 2020; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 1, 2020, 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 (FY2021) Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 (FY2021) 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 (FY2021) 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 (FY2021) 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 4, 2020, and as modified and confirmed by the District No. 1516 (FY2021) Assessment Protest Resolution duly adopted by the City Council on April 15, 2020.

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, 2020, October 1, 2020, January 1, 2021 and April 1, 2021. 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 24, 2020) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, collection costs and the interest thereon).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not

paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been

paid in full, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2021 (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 (FY2021) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 20, 2020. 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 FY2021 (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 23, 2020, 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, 2020, October 1, 2020, January 1, 2021, and April 1, 2021. 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 24, 2020 (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 20, 2020.

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 20, 2020, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2021 (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 15th day of April, 2020, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 20th day of May, 2020.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2021 (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 15, 2020, and was passed at a regular meeting held on May 20, 2020, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Present :	Carolyn G. Goodman Michele Fiore Stavros S. Anthony 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 24, 2020, 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 20th day of May, 2020.

/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 15, 2020, PASSED, ADOPTED AND APPROVED May 20, 2020.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:
3/31/20
Date Assistant 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 15, 2020, and finally adopted and approved on May 20, 2020.

2. The following members of the City Council were present at the April 15, 2020 Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Michele Fiore
	Stavros S. Anthony
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz

The foregoing Ordinance was first proposed and read by title to the City Council on April 15, 2020, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 20, 2020, 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 20, 2020, and their votes upon the adoption of the Ordinance were as follows:

Those Present:	Carolyn G. Goodman
	Michele Fiore
	Stavros S. Anthony
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Aye:	_____
Those Voting Nay:	_____
Those Absent:	_____

3. 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.

4. All members of the City Council were given due and proper notice of the meetings held on April 15, 2020 and May 20, 2020. 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 at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

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.

5. A copy of such notice so given of the meeting of the City Council on April 15, 2020, 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 20, 2020, is attached to this certificate as Exhibit B.

6. 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.

7. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the 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 20, 2020.

LUANN D. HOLMES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 15, 2020 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 20, 2020 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 6, 2020

Agenda Item No.:
43

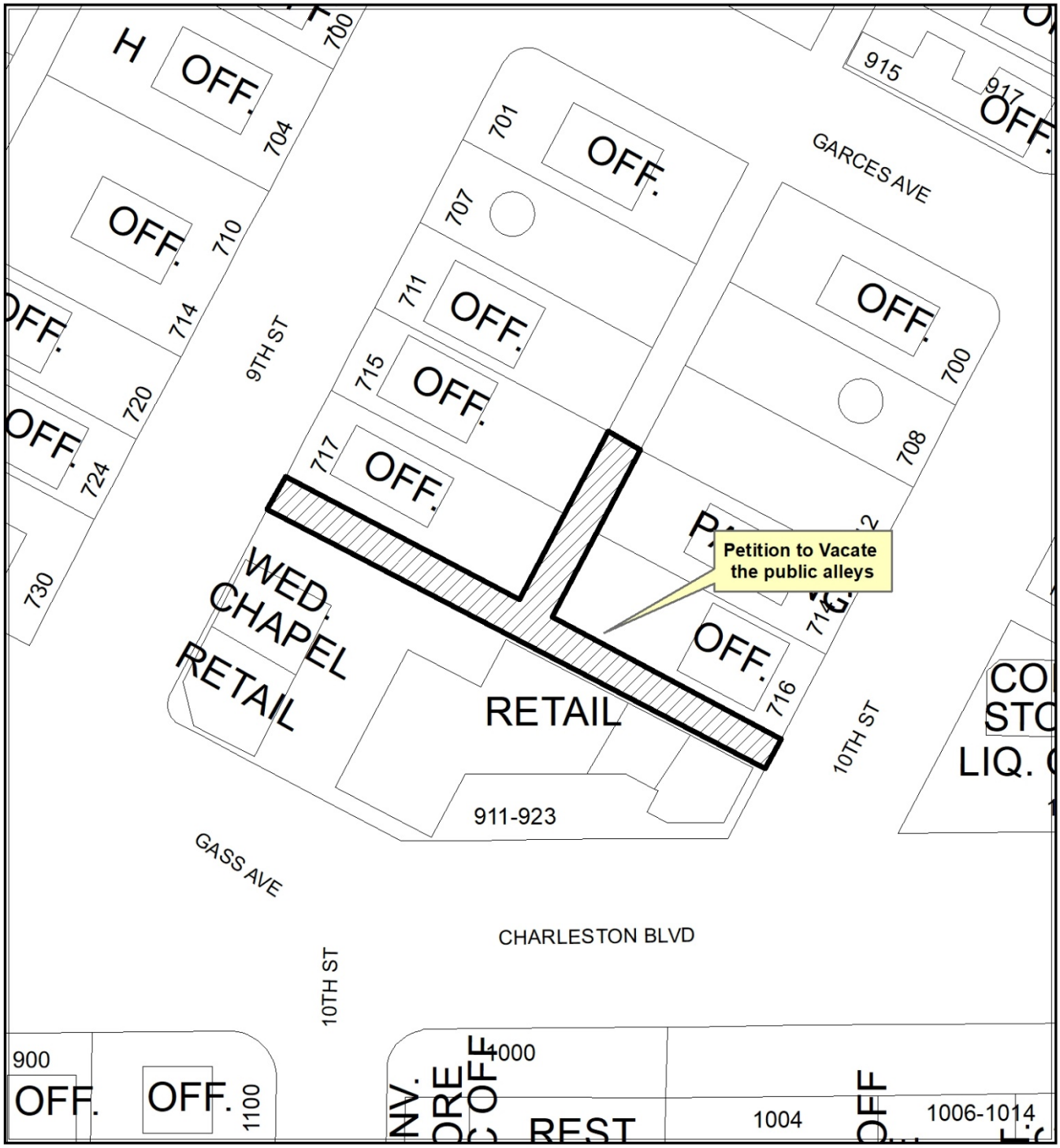
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-78566 - EXTENSION OF TIME - VACATION - NON PUBLIC HEARING - APPLICANT/OWNER: CHARLESTON TOWERS, LLC - For possible action on a request for a third Extension of Time of an approved Petition to Vacate (VAC-48465) the public alleys generally located south of Garces Avenue, between 9th Street and 10th Street, 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 - VAC-48465
6. City Council Approval Letter - EOT-64090
7. City Council Approval Letter - EOT-73195 [PRJ-73126]
8. Justification Letter
9. Submitted after Final Agenda - Executed Condition Confirmation Documentation



CASE: EOT-78566



CASE: EOT-78566

0 60 120 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CHARLESTON TOWERS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-78566	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

SS

**** CONDITIONS ****

EOT-78566 CONDITIONS

Planning

1. This approval shall expire on May 15, 2021 unless another Extension of Time is administratively approved.

2. Conformance to the Conditions of Approval for a Petition to Vacate (VAC-48465) and all other related actions as required by the Department of Planning and the Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of an approved Petition to Vacate (VAC-48465) public alleys generally located south of Garces Avenue, between 9th Street and 10th Street.

ISSUES

- This is the third request for an Extension of Time of the Petition to Vacate the subject right-of-way. The previous two extension requests were associated with entitlements related to an approved six-story mixed-use development and were heard with the related cases by the City Council. The remaining entitlements have all expired or been expunged by new entitlements for an eight-story mixed-use development.
- The recommended approval period is one year to coincide with the year of expiration of the related entitlements (SUP-76446 and SDR-76448). Future extension requests, if necessary, may be reviewed administratively by the Department of Planning.

ANALYSIS

The approved Petition to Vacate (VAC-48465) was for the vacation of the 20-foot wide east-west oriented alley north of Charleston Boulevard between 9th Street and 10th Street and a portion of the intersecting 20-foot wide north-south oriented alley. The vacation of right-of-way was to coincide with development of a portion of the block bounded by Charleston Boulevard and Gass Avenue on the south, 9th Street on the west, Garces Avenue on the north and 10th Street on the east with a six-story mixed-use development. On June 25, 2019 a new proposal for an eight-story mixed-use development at this same location was approved by the Planning Commission. The previous entitlements except for the Vacation were expunged or allowed to expire.

Access to the new development is to be from 9th Street and the remaining alley right-of-way from Garces Avenue. The Department of Public Works requires that either a new alley be dedicated along the north side of Assessor's Parcel Number 139-34-810-075 to provide access to 9th Street immediately following recordation of an Order of Vacation, or appropriate public easements be granted over the same area. The approved site plan for the development indicates that the east-west access from 9th Street will be a private drive.

There has been no new building permit activity on this site since the approval of the eight-story mixed-use development, nor has there been any significant change in zoning or land use in this area. No reason was given for requesting the extension other than to streamline the approvals so that they would expire in the same year. It should be noted that Extensions of Time for approved Petitions to Vacate are not typically brought to either the Planning Commission or City Council in a hearing but are reviewed administratively by staff. Staff has no objection to adjusting the year of expiration as requested by the applicant; however, it recommends that future Extension of Time requests be reviewed administratively.

FINDINGS (EOT-78566)

There have been no significant changes in zoning or land use in this area since approval of the current mixed-use development. The development remains appropriate within the context of the Founders District and furthers the goals of the Vision 2045 Downtown Master Plan. Staff therefore recommends approval, subject to a one-year extension to align with the approvals for SUP-76446 and SDR-76448. If denied, the Petition to Vacate would be deemed expired on May 15, 2020.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/06/91	The City Council approved a Rezoning (Z-0150-90) from R-1 (Single Family Residential), R-3 (Medium Density Residential), R-4 (High Density Residential), P-R (Professional Office and Parking) and C-1 (Limited Commercial) to C-1 (Limited Commercial) for five of the parcels that comprise the subject development. The Planning Commission recommended approval.
11/01/06	The City Council approved a request to amend the Downtown Redevelopment Area Land Use Plan (GPA-14325) from MXU (Mixed Use) to C (Commercial) on 1.33 acres at 700, 708, 712, 714, and 716 South 10th Street and 715 and 717 South 9th Street. The Planning Commission recommended denial; staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-14338) from P-R (Professional Office and Parking) and R-4 (High Density Residential) to C-1 (Limited Commercial) on 0.52 acres at 700, 708, and 712 South 10th Street. The Planning Commission recommended and staff recommended denial.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/01/06	The City Council approved a related request for a Variance (VAR-14342) to allow no stepback beyond the building setback line where a 1:1 stepback to height ratio is required along a street classified as collector or larger in conjunction with a proposed mixed-use development. The Planning Commission and staff recommended denial. The approval expired 10/17/13.
	The City Council approved a related request for a Variance (VAR-14345) to allow lot coverage of 56 percent where 50 percent is the maximum allowed. The Planning Commission and staff recommended denial. The approval was expunged by approval of VAR-48460.
	The City Council struck a related request for a Variance (VAR-14347) to allow 624 parking spaces where 635 is the minimum number of parking spaces required. Staff had recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-14339) for a proposed mixed-use development. The Planning Commission recommended and staff recommended denial. The Planning Commission recommended approval; staff recommended denial. The approval was expunged by approval of SUP-48462.
	The City Council approved a related request for a Petition to Vacate (VAC-12884) public alley ways generally located south of Garces Avenue between 9th Street and 10th Street. The Planning Commission and staff recommended approval. The approval expired 11/01/12.
	The City Council approved a related request for a Site Development Plan Review (SDR-14349) for a proposed mixed-use development consisting of 350 residential condominium units and 18,000 square feet of commercial floor area within one 14-story and one 17-story building, and a waiver of residential adjacency requirements on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended denial. The approval was expunged by approval of SDR-48464.
10/20/10	The City Council approved a request for a Special Use Permit (SUP-38864) for a Bailbond Service use at 714 and 716 South 10th Street. The Planning Commission and staff recommended approval.
05/15/13	The City Council approved a request for a Variance (VAR-48460) to allow lot coverage of 56 percent where 50 percent is the maximum allowed in conjunction with a proposed Mixed-Use development at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and Staff recommended approval of the request. The approval expired 05/15/18.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/15/13	The City Council approved a request for a Special Use Permit (SUP-48462) for a proposed Mixed-Use development with a Waiver to allow a parking structure to be located along the street frontage of the development site at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended approval. The approval was expunged by the approval of SUP-76446.
	The City Council approved a request for a petition to Vacate (VAC-48465) the public alleys generally located south of Garces Avenue, between 9th Street and 10th Street. The Planning Commission and Staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-48464) for a proposed six-story Mixed-Use development consisting of 166 residential units and 47,100 square feet of commercial space with Waivers to allow a zero-foot wide landscape buffer along the interior property line where an eight-foot wide landscape buffer is required and to allow a 51-foot residential adjacency setback where a 279-foot setback is required at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended approval. The approval was expunged by the approval of SDR-76448.
05/18/16	The City Council approved a request for an Extension of Time (EOT-64090) of an approved Vacation (VAC-48465) to vacate the public alleys generally located south of Garces Avenue, between 9th Street and 10th Street. Staff recommended approval.
06/06/18	The City Council approved a request for a second Extension of Time (EOT-73192) of an approved Petition to Vacate (VAC-48465) public alleys generally located south of Garces Avenue, between 9th Street and 10th Street. Staff recommended approval.
06/25/19	The Planning Commission approved a request for a Special Use Permit (SUP-76446) for a proposed Mixed-Use development at the northwest corner of Charleston Boulevard and 10th Street. Staff recommended approval.
	The Planning Commission approved a request for a Site Development Plan Review (SDR-76448) for a proposed eight-story mixed-use development consisting of 343 residential units and 8,000 square feet of commercial space with waivers to allow 331 parking spaces where 476 are required; a 40-foot residential adjacency setback where 282 feet is required; and a zero-foot landscape buffer on the north, south, east and west property lines where 15 feet is required on 2.18 acres at the northwest corner of Charleston Boulevard and 10th Street. Staff recommended approval.

Most Recent Change of Ownership	
05/28/10	A deed was recorded for a change in ownership on APNs 139-34-810-074, 075, 101, 103, 104, 105 and 139-34-812-003.
05/20/11	A deed was recorded for a change in ownership on APN 139-34-810-102.

Related Building Permits/Business Licenses
No building permits or business licenses have been issued in relation to the proposed mixed-use development.

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	
03/25/20	Both alley rights-of-way are paved and contain both above ground and below ground utilities. Aerial photo analysis shows that the alleys were repaved with asphalt to eliminate cracks within the last year. There is at least one new striped parking space over the east-west oriented alley. The existing building at 911-923 East Charleston Boulevard encroaches approximately 10 feet into the east-west alley.

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 2 (Founders District)	Y
LW-O (Live/Work Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area – Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use

Case #	EOT-78566
Meeting Date	5/6/2020
Total Fee	$300.00
Received By/Date	RM 3/17/2020

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) 3rd Extension of Time VAC-48460

Project Address (Location) Charleston & 10th

Project Name Charleston Towers **Proposed Use** Mix-Use Office, Retail, & Resid.

Assessor's Parcel #(s) 139-34-810-101 thru 105, 074, 075, & 139-34-812-003 **Ward #** 3

General Plan: Existing C Proposed N/A **Zoning:** Existing C-1 Proposed N/A

Additional Information Gross Acres: 2.11, Lots/Units: 343, Retail Net SF: 7,935, Residential Net SF: 231,600, Density: 69%

Property Owner Charleston Towers, LLC **Contact** Mark Dix

Address 18501 Collier Ave #B-106 City Lake Elsinore State CA Zip 92530

E-mail mark.dix@tiltupsbysci.com Phone

Applicant Charleston Towers, LLC **Contact** Mark Dix

Address 18501 Collier Ave #B-106 City Lake Elsinore State CA Zip 92530

E-mail mark.dix@tiltupsbysci.com Phone

Representative JW Michaels Realty Services, LLC **Contact** John Weisler

Address PO Box 60752 City Boulder City State NV Zip 89006

E-mail john@jwmichaelsrealty.com Phone (702) 595-4295

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

* I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

* Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Mark S. Dix

Subscribed and sworn before me

This 6 day of March, 20 20

See Attached Acknowledgment

Notary Public in and for said County and State

RECEIVED

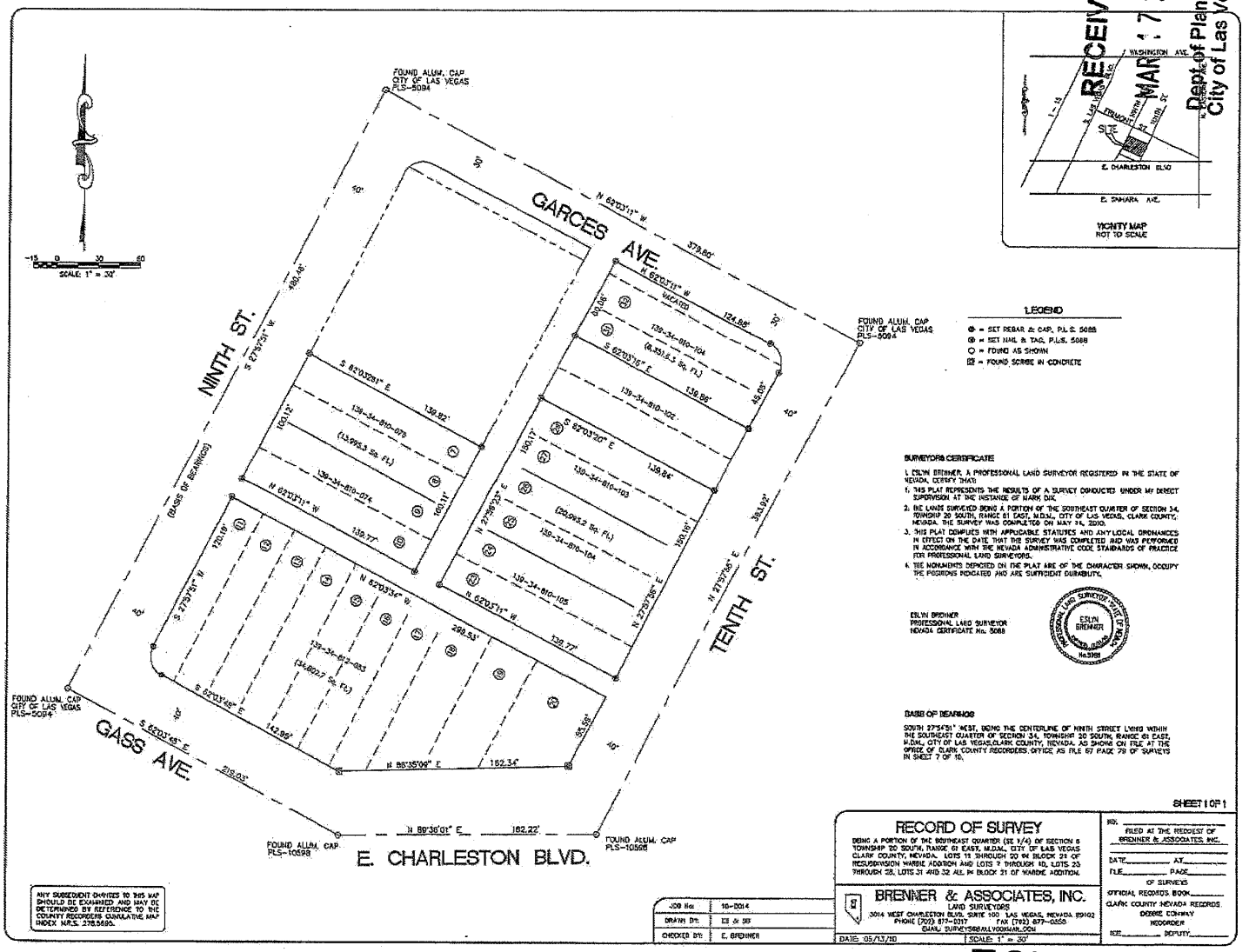
MAR 17 2020

Dept of Planning
City of Las Vegas

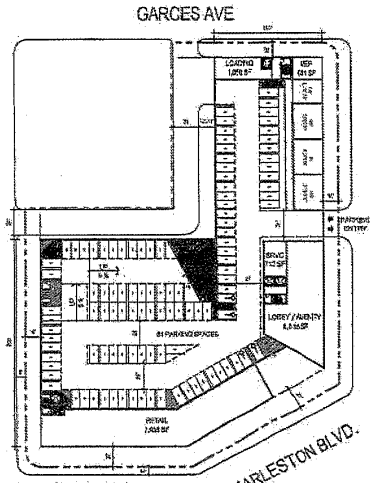


SE - SW Elevations

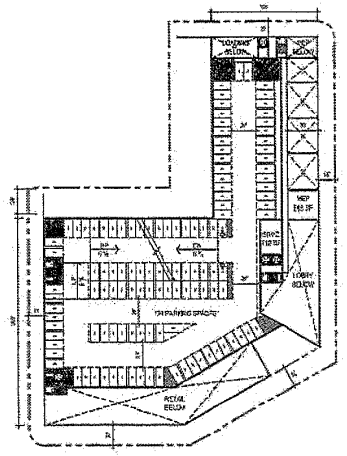
EOT-78566


RECEIVED
MAR 17 2021
Dept. of Planning
City of Las Vegas
VICINITY MAP
NOT TO SCALE
SITE
E. CHARLESTON BLVD
E. SAHARA AVE.
W. WASHINGTON AVE.
LEGEND
SET REBAR & CAP, P.L.S. 5088
SET NAIL & TAG, P.L.S. 5088
FOUND AS SHOWN
FOUND SCRIBE IN CONCRETE
SCALE: 1" = 30'
FOUND ALUM. CAP CITY OF LAS VEGAS PLS-5094
GARCES AVE
NINTH ST.
TENTH ST.
GASS AVE.
E. CHARLESTON BLVD.
FOUND ALUM. CAP PLS-10598
N 89°36'01" E 182.22'
(BASIS OF BEARINGS)
S 27°37'51" W 389.46'
N 62°03'13" W 379.86'
S 62°03'13" E 379.86'
N 27°37'51" E 389.92'
S 62°03'13" E 124.86'
S 62°03'13" E 139.92'
N 62°03'13" W 139.77'
S 62°03'20" E 139.84'
N 62°03'13" W 139.77'
S 62°03'46" E 142.86'
N 89°35'09" E 182.34'
139-34-810-104
(6,431.6.3 Sq. Ft.)
139-34-810-103
(13,995.3 Sq. Ft.)
139-34-810-071
139-34-810-102
139-34-810-104
(20,995.2 Sq. Ft.)
139-34-810-105
139-34-813-003
(34,602.7 Sq. Ft.)
SURVEYOR'S CERTIFICATE
I, ESLYN BRENNER, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, DO HEREBY STATE:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MARK DAY.
2. THE LAND SURVEYED BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. THE SURVEY WAS COMPLETED ON MAY 14, 2010.
3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND WAS PERFORMED IN ACCORDANCE WITH THE NEVADA ADMINISTRATIVE CODE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT DURABILITY.
ESLYN BRENNER
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE No. 5088
BASIS OF BEARINGS
SOUTH 27°37'51" WEST, BEING THE CENTERLINE OF NINTH STREET LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON FILE AT THE OFFICE OF CLARK COUNTY RECORDERS OFFICE AS FILE 67 PAGE 79 OF SURVEYS IN SHEET 7 OF 10.
SHEET 1 OF 1
RECORD OF SURVEY
BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6 TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS CLARK COUNTY, NEVADA. LOTS 11 THROUGH 20 IN BLOCK 21 OF RESUBDIVISION WARDE ADDITION AND LOTS 7 THROUGH 10, LOTS 25 THROUGH 28, LOTS 31 AND 32 ALL IN BLOCK 21 OF WARDE ADDITION.
BRENNER & ASSOCIATES, INC.
LAND SURVEYORS
3014 WEST CHARLESTON BLVD, SUITE 100 LAS VEGAS, NEVADA 89102
PHONE (702) 877-0317 FAX (702) 877-0555
EMAIL: SURVEYS68@YAHOO.COM
JOB No: 10-2014
DRAWN BY: ES & SB
CHECKED BY: E. BRENNER
DATE: 05/13/10
SCALE: 1" = 30'
NO:
FILED AT THE REQUEST OF BRENNER & ASSOCIATES, INC.
DATE: AT:
FILE: PAGE:
OF SURVEYS
OFFICIAL RECORDS BOOK
CLARK COUNTY NEVADA RECORDS
DEBBIE CONWAY
RECORDER
FEE: DEPUTY:
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDERS CUMULATIVE MAP INDEX N.R.S. 278.5695.

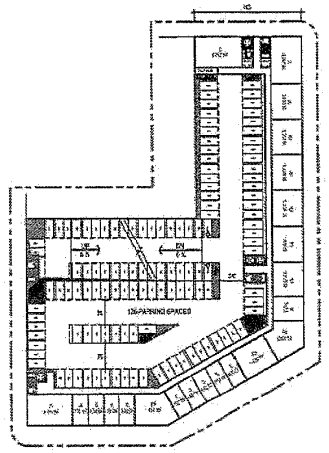
EOT-78566



GROUND LEVEL



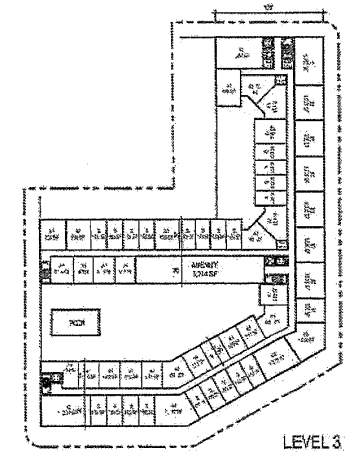
MEZZANINE LEVEL



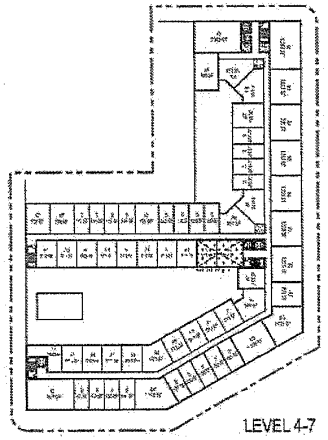
LEVEL 2

19126 Charleston - Option 1					3/29/19
UNIT TABULATION					
UNIT NAME	UNIT TYPE	NET AREA	UNIT COUNT	PERCENTAGE	TOTAL AREA
S			114	33.24%	
A			148	43.15%	
B			58	17.03%	
C			18	5.25%	
TH			4	1.17%	
TOTALS			343	100%	231,660
UNIT AVERAGE NET SF :		675.2			

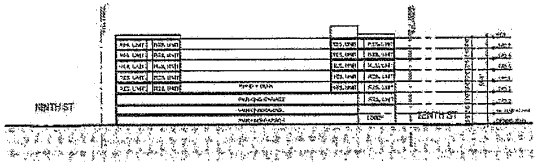
PROJECT DATA				
ACREAGE:	94,732	2.18	ACRES	
DENSITY:		157.6	UNITS/ACRE	
BUILDING BASE FOOTPRINT:		65,445	SF	
FAR*:		4.42		
LOT COVERAGE:		69.0%		
BUILDING HEIGHT:		84'-4"		
NUMBER OF STORIES		7	STORIES	
PARKING:				
TOTAL PARKING REQUIRED:		343	SPACES	(1.0/UNIT PER CITY)
TOTAL PARKING PROVIDED:		331	SPACES	100.0%
STACKED PARKING PROVIDED		323	SPACES	97.6%
CONTACT OF ROAD PROVIDED		8	SPACES	2.4%
HANDICAP PARKING		9	SPACES	2.4%
AVERAGE PARKING		0	SPACES	0.0%
BIKE REQUIRED		0	SPACES	
BIKE PROVIDED		0	SPACES	
AMENITIES (SF):		3,214	S.F.	
MVP (SF):		6,899	S.F.	
LOBBY / LEASING (SF) :		4,813	S.F.	
RETAIL (SF) :		7,855	S.F.	
MEP / STORAGE / LOADING (SF) :		5,847	S.F.	
PARKING SERVICES (SF):		140,585	S.F.	
GROSS RESIDENTIAL AREA (SF) :		266,576	S.F.	
NET RESIDENTIAL AREA (SF) :		231,600	S.F.	
EFFICIENCY:		86.86	%	
TOTAL GROSS FLOOR AREA (SF) :		419,828	S.F.	
TOTAL BUILDING AREA (SF) :		425,916	S.F.	



LEVEL 3



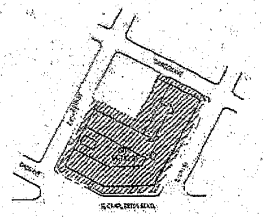
LEVEL 4-7



SECTION

SCALE: 1" = 100' - 0"

0' 50' 100' 200' 300'



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03.29.2019

19126 CHARLESTON

HPA 19126

DENSITY STUDY

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
DALLAS • NEW YORK • CHICAGO • NEW ORLEANS • ORLANDO • EDMONTON • SAN RAMON
NEWPORT BEACH • SCOTTSDALE • TORONTO • CINCINNATI • DUBAI • RANCHO MONTEVIDEO

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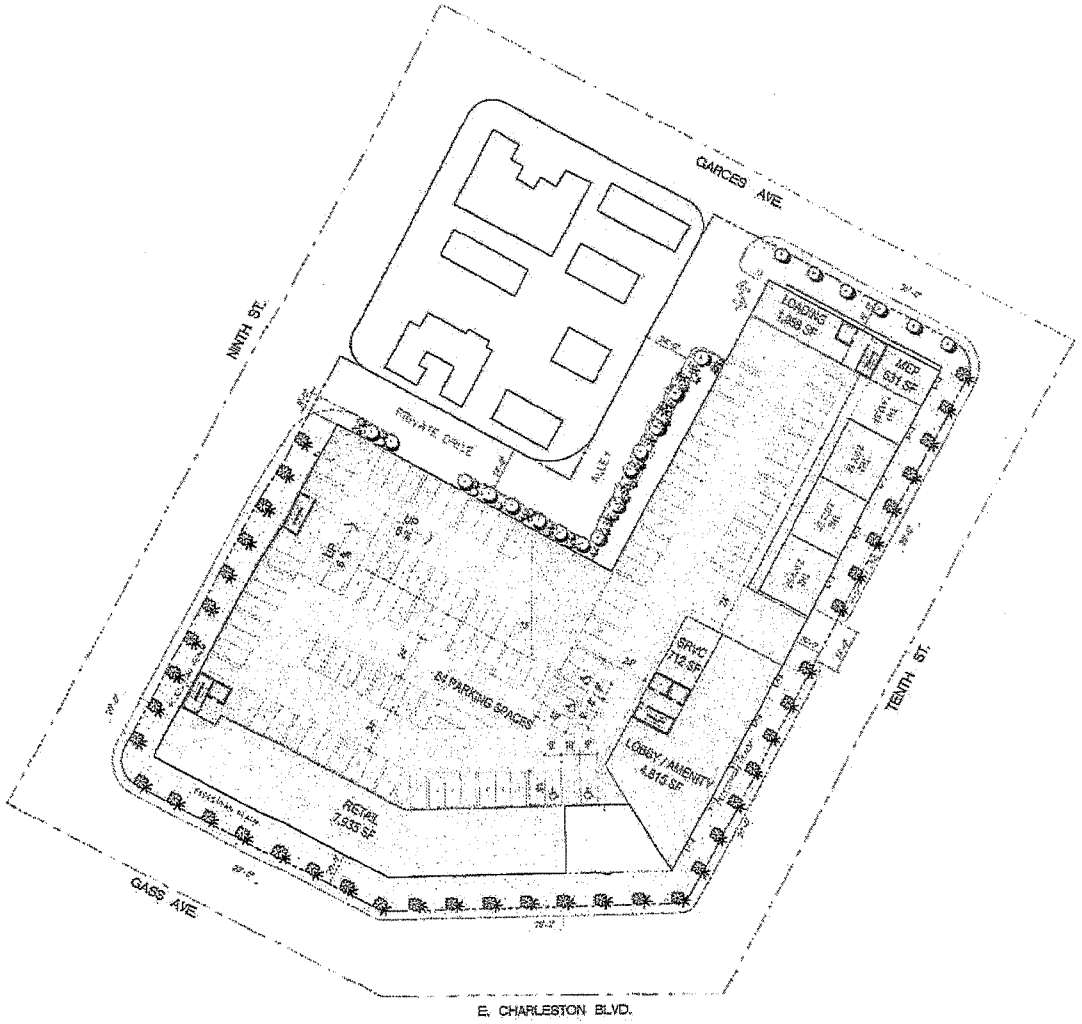
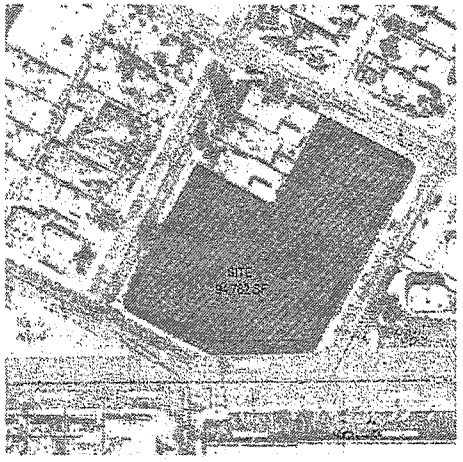
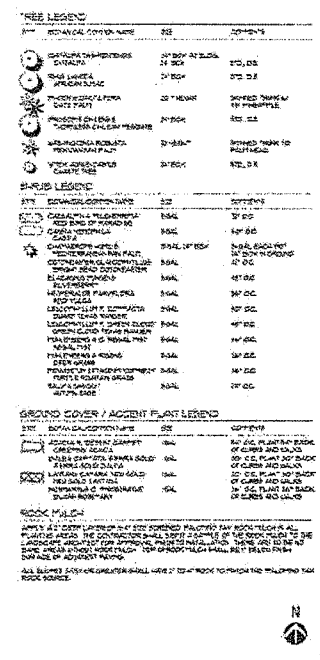


LANDSCAPE PLAN

VICINITY MAP



TREES LEGEND



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LAS VEGAS, NV

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HUMPHREYS & PARTNERS URBAN ARCHITECTURE LLC

LANDSCAPE PLAN

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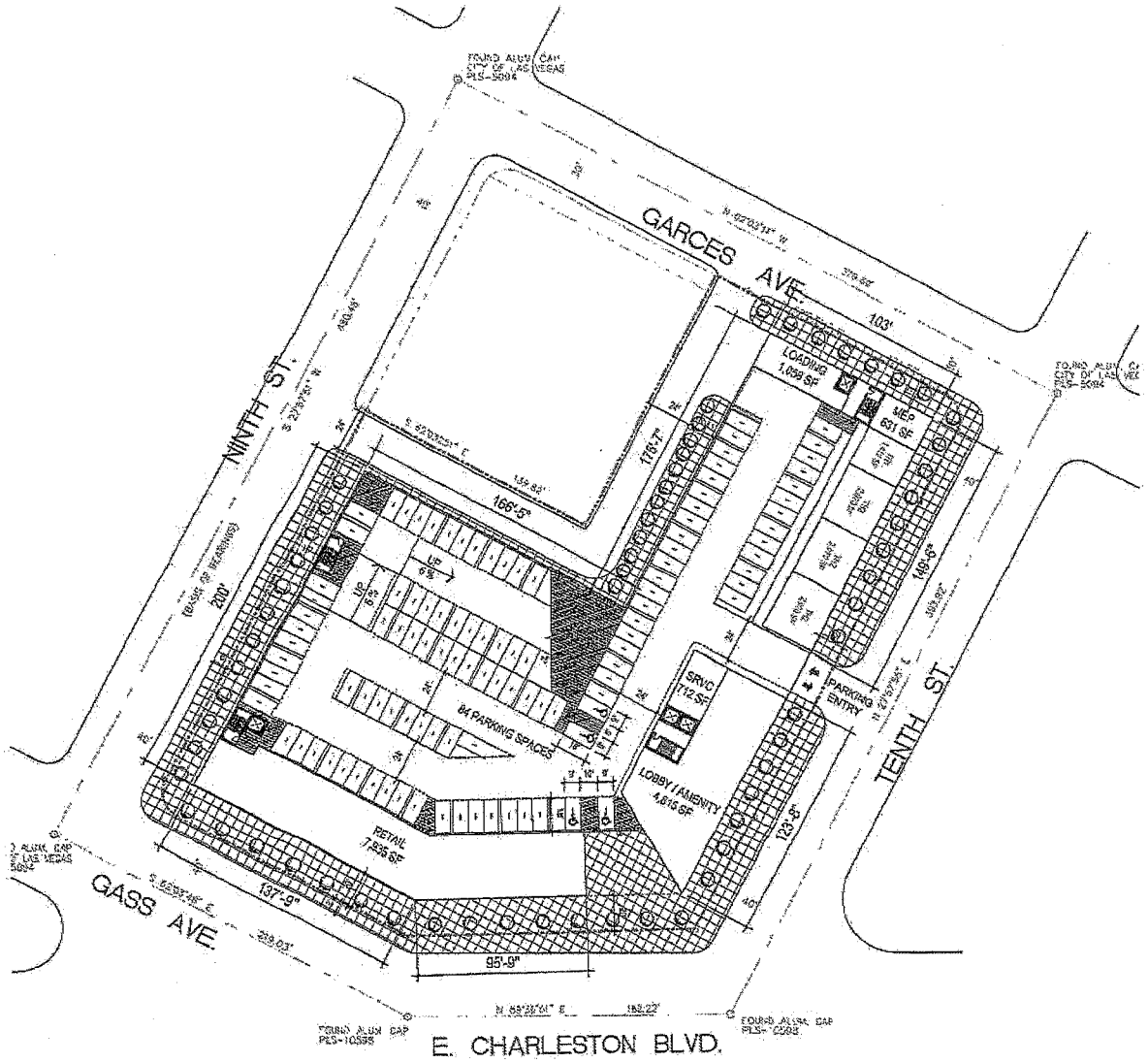
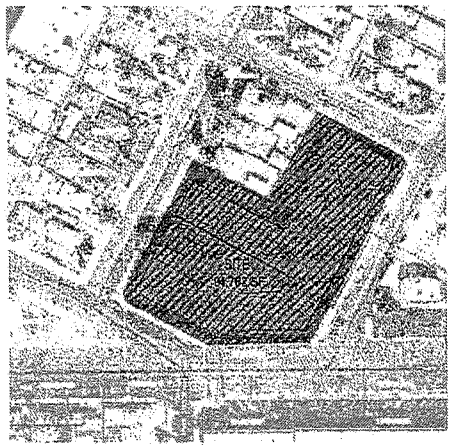


SITE PLAN

VICINITY MAP



PARKING PROVIDED

PROJECT DATA

OVERALL SITE AREA:	34,732 SF
EXISTING ZONING:	
APN:	
RETAIL:	7,935 SF
APARTMENT:	274,005 SF
STORAGE/MEP/LOADING:	5,947 SF
PARKING GARAGE	133,611 SF
TOTAL BUILDING AREA	419,326 SF
FLOOR TO THE RATIO:	4.42
COVERAGE:	34.0%

PARKING ANALYSIS:

TOTAL REQUIRED (MIX USE CHART):

MIX USE PARKING ANALYSIS:

GENERAL LAND USE CLASSIFICATION	TOTAL AREA	ACTUAL PARKING	WEEKDAYS			WEEKEND		
PERCENTAGE OF PARKING (Retail)			0%	100%	80%	0%	100%	60%
RETAIL	7,935	20	0	20	16	0	20	12
PERCENTAGE OF PARKING (Residential)			100%	56%	85%	100%	65%	75%
RESIDENTIAL		311	311	171	264	311	202	233
TOTAL		311	312	192	291	312	223	245

PARKING PROVIDED

GROUND FLOOR PARKING:	81 SPACES
MEZZANINE LEVEL PARKING:	111 SPACES
2ND FLOOR PARKING:	124 SPACES
HANDICAP PARKING	4 SPACES
TOTAL PROVIDED:	331 SPACES

N

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SITE PLAN

CITY PLANNING SUBMITTAL

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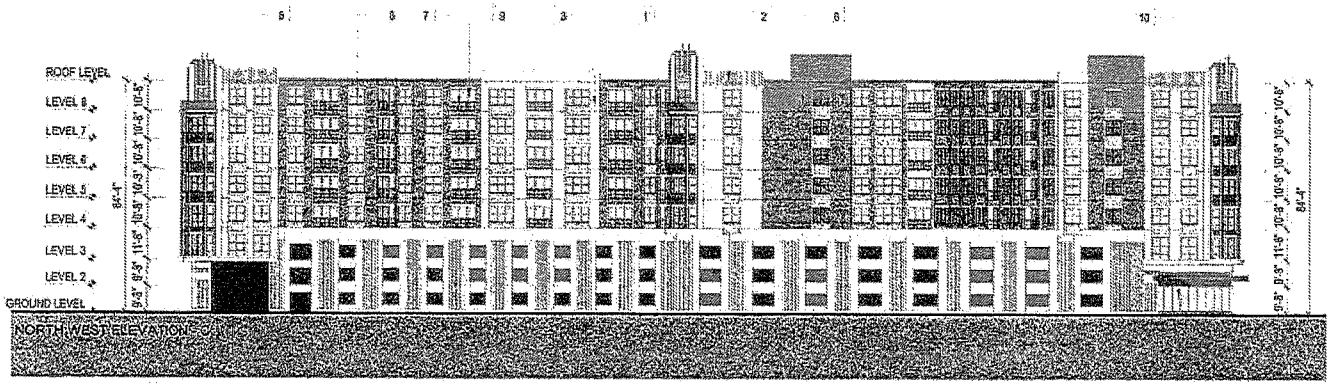

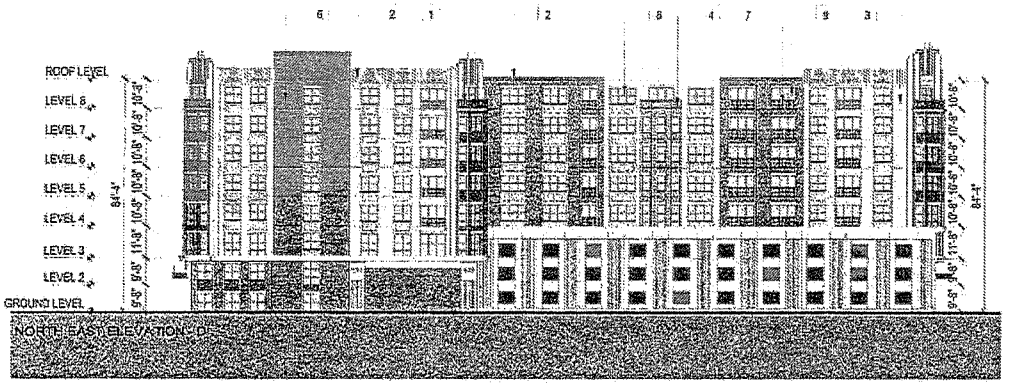

MATERIALS / COLOR KEY NOTES

1. STUCCO FINISH CYAN COLOR
2. STUCCO FINISH WHITE COLOR
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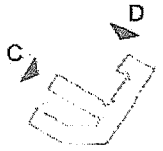
6. BRICK MOCHA COLOR
7. METAL MESH BALCONY
8. VINYL WINDOW
9. VINYL DOOR SYSTEM
10. ALLUMINUM STOREFRONT WINDOW EFCO SERIES 403 DARK BRONZE / CLEAR GLASS



NW - NE ELEVATIONS

SCALE: 1" = 20' - 0" (24"x36" SHEET)

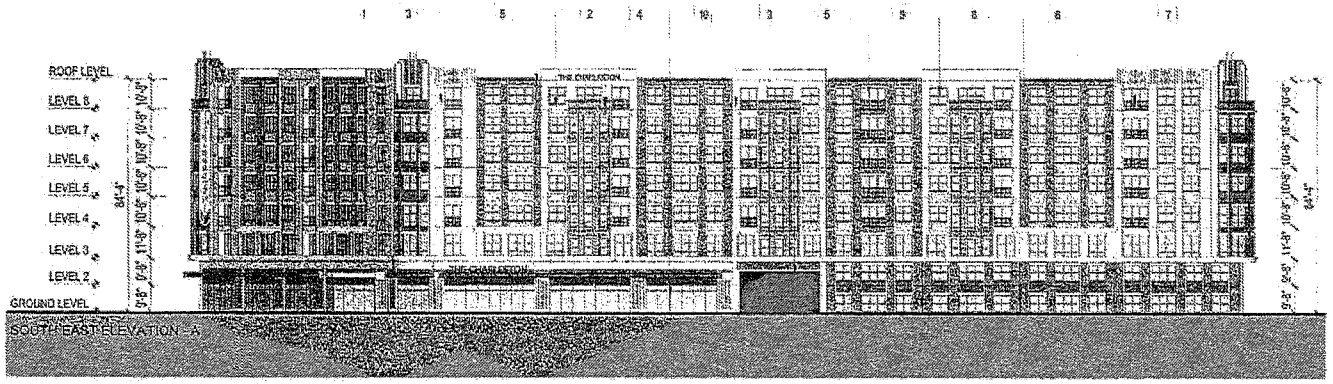
0' 20' 40' 80' 120'

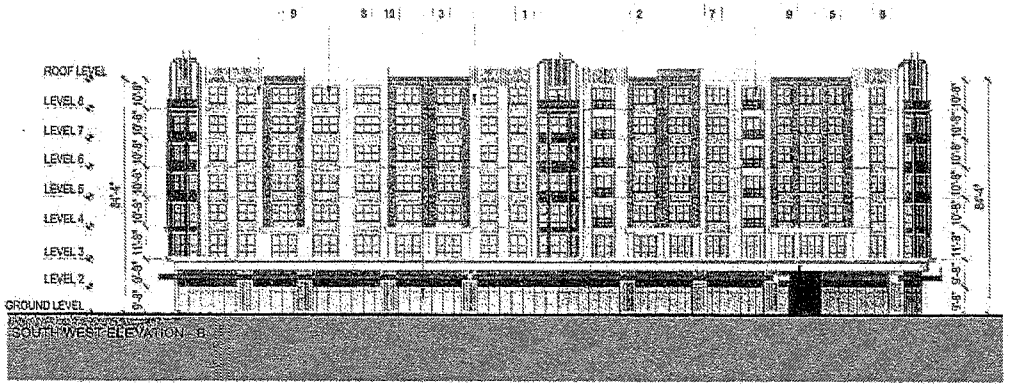
19126 CHARLESTON

HUMPHREYS & PARTNERS

NW - NE ELEVATIONS

EOT-78566





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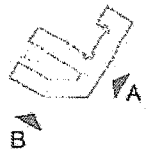

SE - SW ELEVATIONS

SCALE: 1" = 20' - 0" (24"x36" SHEET)

0' 20' 40' 80' 120'

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SE - SW ELEVATIONS

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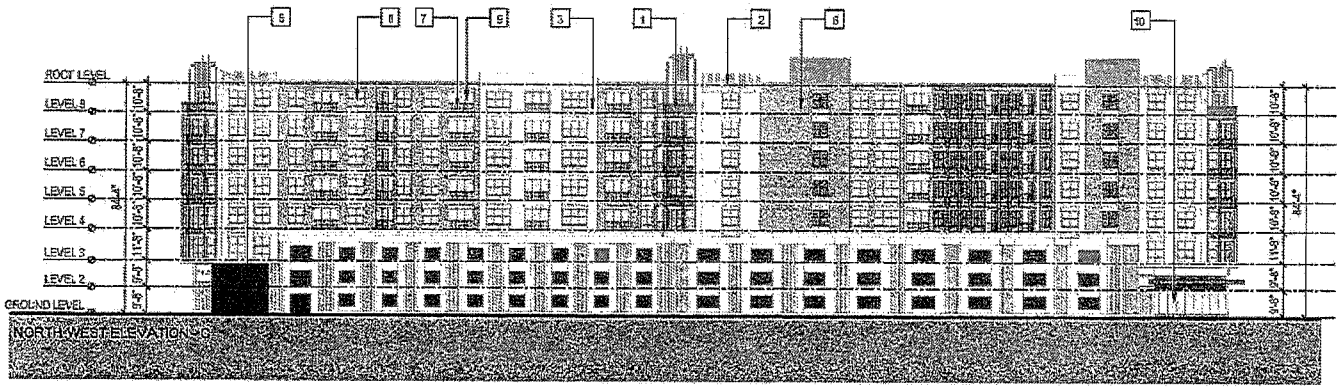

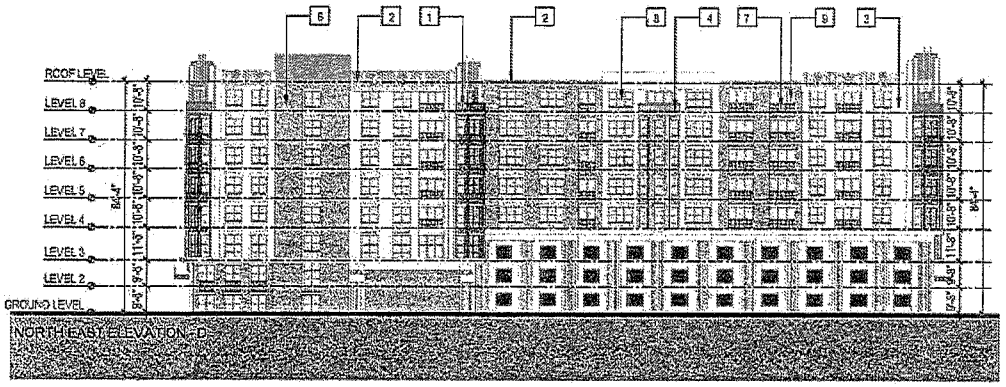

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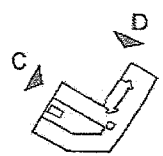

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HUMPHREYS & PARTNERS

NW - NE ELEVATIONS

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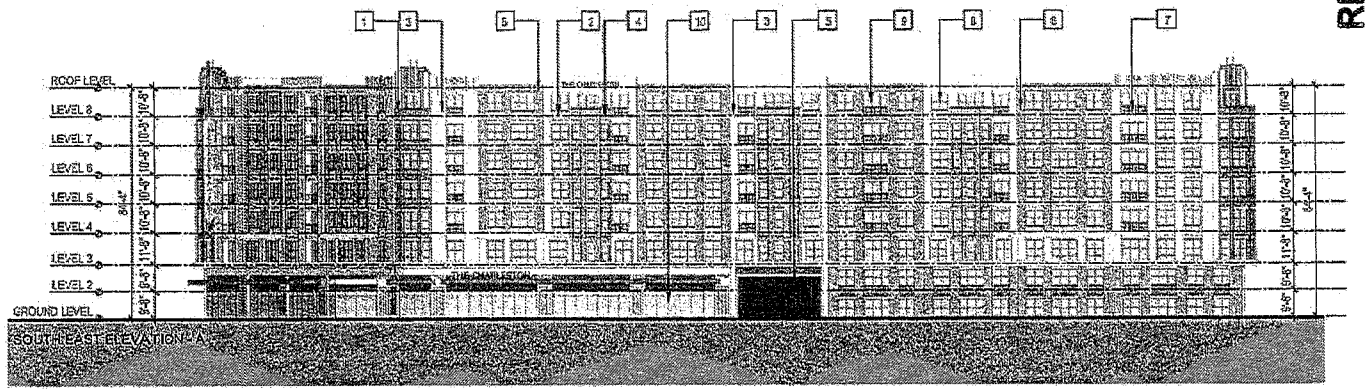

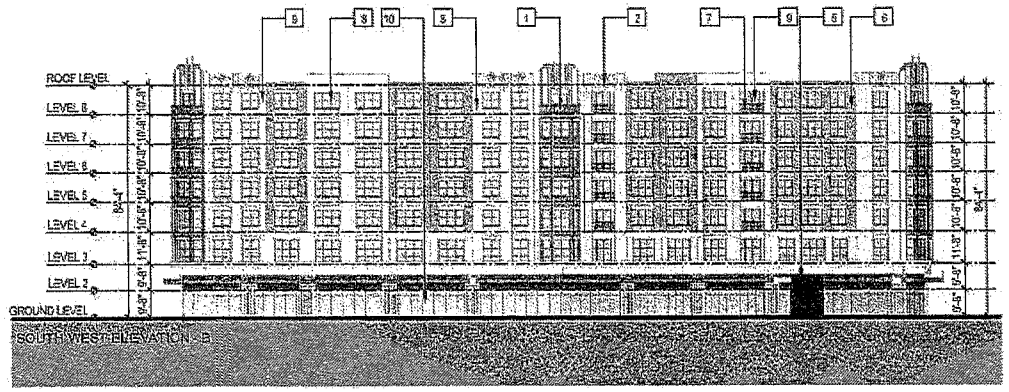

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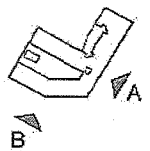

SCALE: 1" = 20' - 0" (24"x36" SHEET)
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SE - SW ELEVATIONS

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LAS VEGAS, NV

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HUMPHREYS & PARTNERS ARCHITECTS, L.P.
URBAN ARCHITECTURE

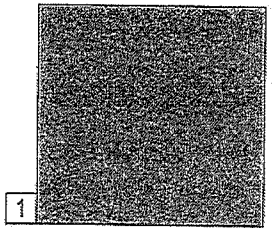
SE - SW ELEVATIONS

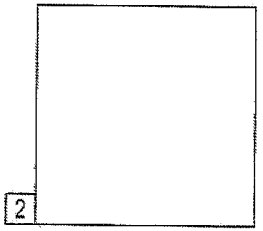
NPA 19126

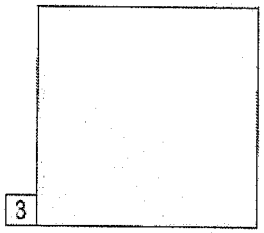
City Council - Page 713

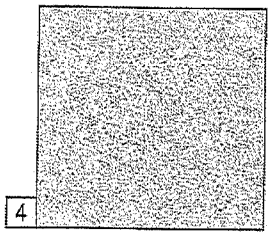
EOT-78566

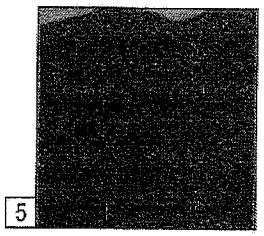
MATERIALS SAMPLE BOARD

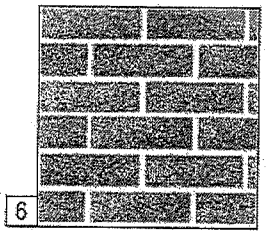


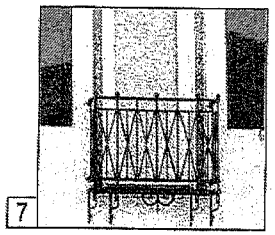


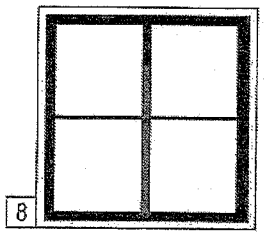


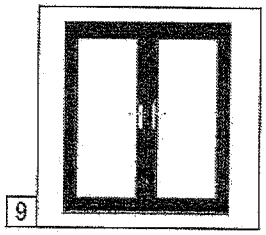


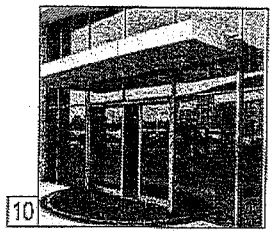












MATERIAL BOARD

MATERIALS / COLOR KEY NOTES

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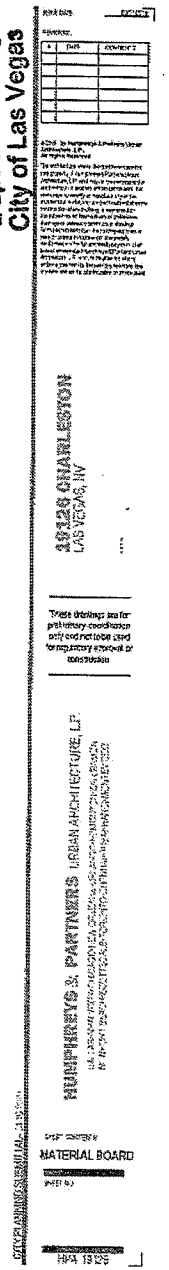

EOT-78566



EOT-78566 - APPLICANT/OWNER: CHARLESTON TOWERS, LLC
PUBLIC ALLEY GENERALLY LOCATED SOUTH OF GARCES AVENUE. BETWEEN 9TH AND 10TH STREETS

03/25/20



EOT-78566 - APPLICANT/OWNER: CHARLESTON TOWERS, LLC
PUBLIC ALLEY GENERALLY LOCATED SOUTH OF GARCES AVENUE. BETWEEN 9TH AND 10TH STREETS
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03/25/20

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

June 4, 2013

Mr. Mark Dix
Charleston Towers, LLC
18501 Collier Avenue, Suite B-106
Lake Elsinore, California 92530

RE: VAC-48465 – VACATION
RELATED TO VAR-48460, SUP-48462 AND SDR-48464
CITY COUNCIL MEETING OF MAY 15, 2013

Dear Mr. Dix:

The City Council at a regular meeting held May 15, 2013, APPROVED the request for a Petition to Vacate the public alleys generally located south of Garces Avenue, between 9th Street and 10th Street. The Notice of Final Action was filed with the Las Vegas City Clerk on May 16, 2013. This approval is subject to:

1. The limits of this Vacation shall be the portions of the public alleys south of Assessor's Parcel #139-34-810-076, north of Charleston Boulevard, between 9th Street and 10th Street.

2. Provide a plan showing how the right-of-way proposed to be vacated will be incorporated into the abutting properties so that an unmaintained "no-man's land" area is not produced by this action. The required plan shall identify exactly who is responsible to reclaim each portion of right-of-way and exactly how the right-of-way will be reclaimed, and shall provide a schedule of when such reclamation will occur. Such plan shall be approved by the City Engineer prior to the recordation of the Order of Vacation or the submittal of any construction drawings adjacent to or overlying the area requested for vacation, whichever may occur first.

3. A sanitary sewer relocation/abandonment plan must be approved by the Department of Public Works. If relocation is proposed, the relocated sewer lines must be constructed and active prior to the recordation of the Order of Vacation. Alternatively, public sewer easements shall be retained through this Petition of Vacation.

4. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. The drainage study required by SDR-48464 may be used to satisfy this

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

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www.lasvegasnevada.gov

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requirement provided that it addresses the area to be vacated. Alternatively, a public drainage easement, acceptable to the Flood Control Section shall be reserved in the Order of Vacation.

5. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

6. All development shall be in conformance with code requirements and design standards of all City Departments.

7. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

8. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

9. If the Order of Vacation is not recorded within **three (3)** years after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

Sincerely,

Angela Crolli
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Director
Planning

cc: Mr. George Garcia
GC Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

EOT-78566

LAS VEGAS
CITY COUNCIL

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BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

May 19, 2016

Mr. Mark Dix
Charleston Towers, LLC
18501 Collier Avenue, Suite B-106
Lake Elsinore, California 92530

RE: EOT-64090 - EXTENSION OF TIME - VACATION
CITY COUNCIL MEETING OF MAY 18, 2016

Dear Mr. Dix:

The City Council at a regular meeting held on May 18, 2016 ***APPROVED*** a request for an Extension of Time of an approved Vacation (VAC-48465) TO VACATE THE PUBLIC ALLEYS generally located south of Garces Avenue, between 9th Street and 10th Street, Ward 3 (Coffin).

This approval is subject to the following conditions:

Planning

1. This Vacation (VAC-48465) shall expire on May 15, 2018 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval for Vacation (VAC-48465) and all other site related actions as required by the Department of Planning and the Department of Public Works.

The Notice of Final Action was filed with the Las Vegas City Clerk on May 19, 2016.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. George Garcia
GC Garcia, Inc.
1055 Whitney Ranch Drive, Suite #210
Henderson, Nevada 89014

EOT-78566

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 7-1-1
www.lasvegasnevada.gov

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

June 7, 2018

Mr. Mark Dix
Charleston Towers, LLC
18501 Collier Avenue, Suite B-106
Lake Elsinore, California 92530

RE: EOT-73192 [PRJ-73126] - EXTENSION OF TIME – VACATION CITY COUNCIL MEETING OF JUNE 6, 2018

Dear Mr. Dix:

The City Council at a regular meeting held on June 6, 2018 voted to ***APPROVE*** a request for an Extension of Time of an approved Vacation (VAC-48465) TO VACATE THE PUBLIC ALLEYS generally located south of Garces Avenue, between 9th Street and 10th Street, Ward 3 (Coffin) [PRJ-73126].

This approval is subject to the following conditions:

Planning

1. This Vacation (VAC-48465) shall expire on May 15, 2020 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval for Vacation (VAC-48465) and all other site related actions as required by the Department of Planning and the Department of Public Works.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 7, 2018.

Sincerely,

Robert Summerfield

Robert Summerfield, AICP
Director
Department of Planning

RTS:clb

cc: Mr. George Garcia
GC Garcia, Inc.
1055 Whitney Ranch Drive, Suite #210
Henderson, Nevada 89014

RECEIVED
MAR 17 2020
Dept of Planning
City of Las Vegas

EOT-78566

Charleston Towers LLC.

PO Box 60752
Boulder City, NV 89006
702-595-4295
john@jwmichaelsrealty.com

Development Services Center
Department of Planning
333 N. Rancho Drive,
Las Vegas, NV 89106

RE: Justification for Vacation (VAC-48465) and related to SRD-76448, SUP-76446 for Planning Commission Meeting on May 12th, 2020.

To whom it may concern,

We justify this application for the following reasons. City Council had a regular meeting on May 15th, 2013 where they approved the request to Vacate the public alleys generally located South of Garces Avenue between 9th street and 10th street. The Notice of Final Action was filed with the Las Vegas City Clerk on May 16th, 2013. This approval was subject to, see attached letter dated June 4th, 2013.

In addition, the City Council at a regular meeting on May 18th, 2016 APPROVED the request for an Extension of Time of the approved Vacation (VAC-48465). See attached letter dated May 19th, 2016.

In addition, the City Council at a regular meeting held on June 6th, 2018 voted to APPROVE the request for an Extension of Time of the approved Vacation (VAC-48465). See attached letter dated June 7th, 2018.

In addition, it is the goal of the applicant to have the Extension of Time coincide with the approval of Site Development Plan Review (SDR-76748) related to Special Use Permit (SUP-76446) as approved in the regular Planning Commission Meeting in June 25th, 2019. See attached letter dated June 26th, 2019.

In addition to the application Special Use Permit (SUP-76446) related to Site Development Plan Review (SDR-76748), see attached letter dated June 26th, 2019.

Therefore our request is to ask the Planning Commission to extend the Vacation (VAC-48465) for an additional 24 months from June 25th, 2019.

Sincerely,

John Weisler

John Weisler
Representing Charleston Towers, LLC
PO Box 60752
Boulder City, NV 89006

RECEIVED
MAR 17 2020
Dept of Planning
City of Las Vegas

EOT-78566

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: EOT-78566 – EXTENSION OF TIME

SUBJECT: APPLICANT/OWNER: CHARLESTON TOWERS, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***MAY 6, 2020 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov.*** If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, MAY 5, 2020.***

[signature] 4-30-20

Signature Date

Mark S. Dix

Please Print Name

Charleston Towers, LLC

Company Name

Sincerely,

Robert Summerfield, AICP
Planning Director
Department of Planning

Submitted after final agenda
AGENDA ITEM #43
RECEIVED 04.30.20

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
44

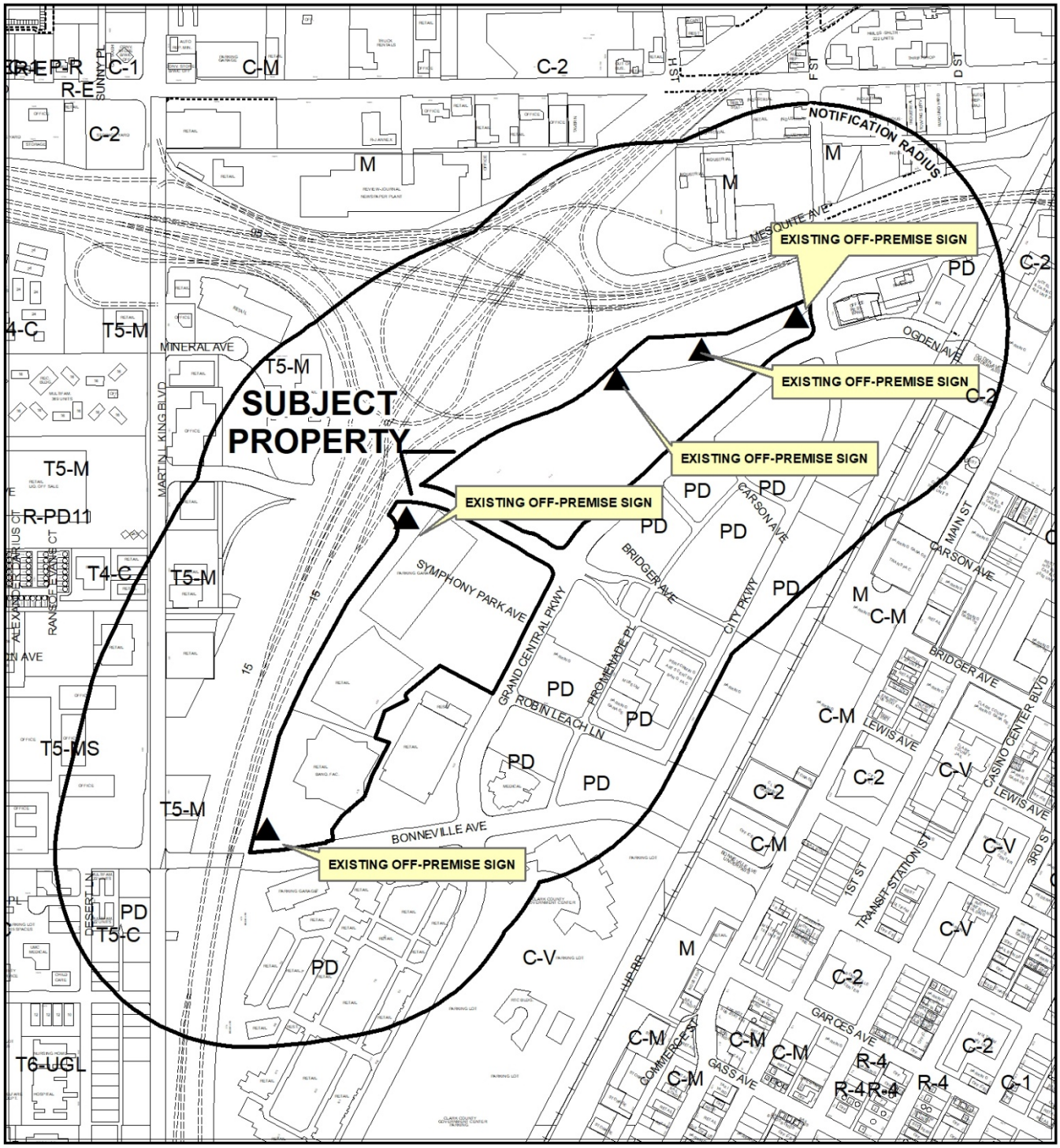
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
RQR-78430 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: WMC PAVILIONS SPE, LLC, ET AL - For possible action on a request for a Required Review of an approved Rezoning (Z-0100-97) FOR FIVE EXISTING OFF-PREMISE SIGNS on property bounded by U.S. 95, Interstate 15 and Grand Central Parkway (APNs 139-27-410-005; 139-33-511-004; and 139-33-610-014 and 031), PD (Planned Development) Zone, Ward 5 (Crear). 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, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - RQR-58974
6. Justification Letter
7. Submitted after Final Agenda - Executed Condition Confirmation Documentation



CASE: **RQR-78430**

RADIUS: 1000 FEET

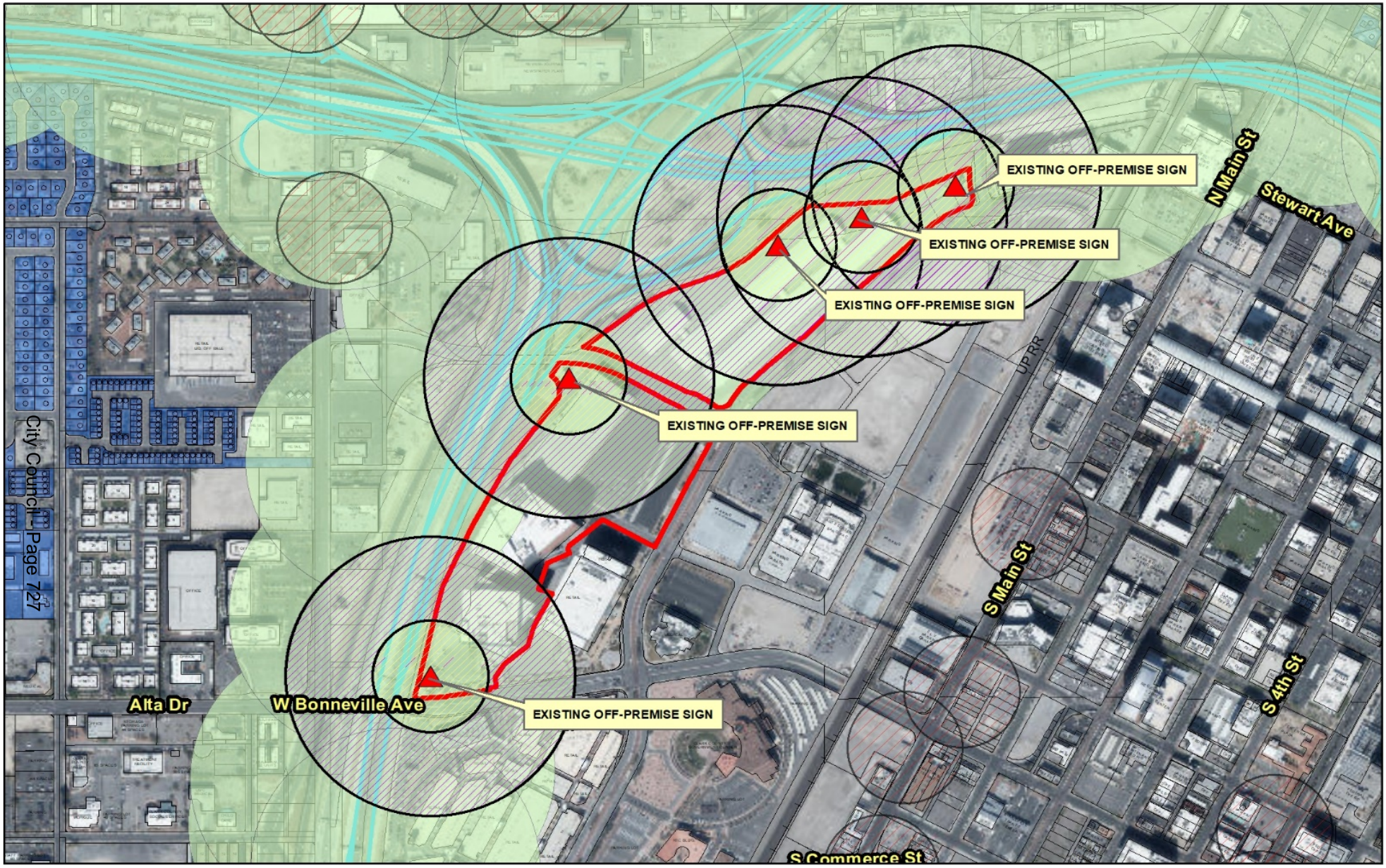
ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



CASE: **RQR-78430**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



RQR-78430

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

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, March 30, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: WMC PAVILIONS SPE, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
RQR-78430	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 100 (By Planning)

PROTESTS 0

APPROVALS 0

** CONDITIONS **

RQR-78430 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Rezoning (Z-0100-97).

2. This Rezoning shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Signs be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Signs be removed.

SS

3. The Off-Premise Signs and their supporting structures shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Signs.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Signs.

5. If the existing Off-Premise Signs are voluntarily demolished, new Off-Premise Signs shall not be permitted in the same location unless a Special Use Permit is obtained in conformance with Area 1 Interim Downtown Las Vegas Development Standards.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Review of a previously approved Rezoning (Z-0100-97), which allowed existing Off-Premise Signs to remain on property bounded by U.S. 95, I-15 and Grand Central Parkway. This review pertains to five of the six remaining signs on this property.

ISSUES

- This is the 10th review of the approved Rezoning (Z-0100-97), which allowed the subject off-premise signs. A scheduled three-year review was not completed in September 2018.
- The off-premise signs were constructed in the M (Industrial) zoning district prior to Rezoning in 1998. They were allowed to be removed and relocated away from the Interstate 15 right-of-way through a condition of approval of Z-0100-97. Building permits were obtained for the relocated signs in 1999, and all final inspections have been approved.
- There have been no Rezoning approvals and no major land use changes in this area since the previous off-premise sign review in 2015. The adoption of the Vision 2045 Downtown Las Vegas Master Plan in 2016 envisions an area of transit oriented mixed-use development compatible with the existing World Market Center and Symphony Park amenities.

ANALYSIS

The approved Rezoning (Z-0100-97) for this property in 1998 allowed 13 existing Off-Premise Signs to remain on PD (Planned Development) zoned property bounded by U.S. 95, Interstate 15 and Grand Central Parkway. There are currently six off-premise signs remaining on the subject site, five of which are controlled by the applicant. These signs are subject to regular reviews to determine suitability with the surrounding development and land uses.

With adoption of the Vision 2045 Downtown Las Vegas Master Plan on June 15, 2016, development standards for this area shifted from the Downtown Centennial Plan to the Interim Downtown Las Vegas Development Standards. The current standards for off-premise signs were largely inherited from the Parkway Center Development Standards contained within the Downtown Centennial Plan. Under that plan, no new off-premise signs were permitted within the area now called the Market District. This restriction is no longer present in the Area 1 Interim Downtown Las Vegas Development Standards. However, the subject site remains bound by Condition Number 3 of Rezoning (Z-0100-97), which states that new off-premise signs are not permitted uses. In addition, the City Council also imposed a later condition through RQR-1974 requiring a compatibility review of the off-premise signs as part of any Site Development Plan Review for new development on the same property.

The northern four signs pertaining to this review are located within the Downtown Casino Overlay District. Additional standards for signage within this overlay are contained within Title 19.10.100. The Downtown Design Review Committee (DDRC) has the authority to review and approve all signs within the overlay district. In this case, there are no changes to the signs and therefore no DDRC actions are necessary.

Since the issuance of new permits for relocation of these signs in 1999, the area has been partially developed with a wholesale showroom facility (World Market Center) and further east with Symphony Park. The zoning has remained the same in this area. The character of the adjacent development is commercial with cultural arts facilities, although mixed-use and multi-family residential uses are permitted. World Market Center expansion has slowed in recent years and any new development on the immediate site will likely be of a commercial character. As stated above, review of any new development will consider the compatibility of the existing off-premise signs, with the possible recommendation of removal if found to be incompatible with the new development.

During a recent field check of the site, staff noted the sign faces and supporting structures were in good condition, and no graffiti was present on the structural poles. The pole structure along Symphony Park Drive appears to have been repainted in spots with a non-matching color. Two of the sign faces were blank at the time of the field check. Conditions of approval require proper maintenance of the sign and property. The southernmost sign contains a digital LED display unit, which was erected after the applicant obtained approval to replace the static face in 2019. There is currently one embellishment affixed to the northernmost sign.

FINDINGS (RQR-78430)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." There has been no development in this area since the last review (2015) that has significantly altered the character of the area. The site remains suitable for the existing Off-Premise Sign uses. Valid building permits were issued for the sign and all inspections have been completed. Therefore, staff recommends approval with conditions requiring a three-year review. If denied, the off-premise signs must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/23/98	The City Council approved a Rezoning (Z-0100-97) to PD (Planned Development) for this site as part of an action on a 222-acre site including the subject site. The approval allowed 13 existing Off-Premise Signs to remain or be relocated.
02/07/01	The City Council approved a Required Review [Z-0100-97(2)] of an approved Rezoning (Z-0100-97) for 13 existing Off-Premise Signs on property bounded by U.S. 95, Interstate 15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
05/16/01	The City Council approved a Site Development Plan Review [Z-0100-97(3)] for a proposed 1,000,000 square-foot commercial development on approximately 36.11 acres at the northwest corner of the intersection of Bonneville Avenue and Grand Central Parkway. The Planning Commission and staff recommended approval.
04/03/02	The City Council approved a Required Review [Z-0100-97(7)] of an approved Rezoning (Z-0100-97) for 12 existing Off-Premise Signs on the subject site. The Planning Commission and staff recommended approval.
05/21/03	The City Council approved a Required Review (RQR-1974) of an approved Rezoning (Z-0100-97) for 12 Off-Premise Signs on property bounded by U.S. 95, Interstate 15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
04/20/05	The City Council approved a Required Review (RQR-5683) of an approved Rezoning (Z-0100-97) for eight Off-Premise Signs on property bounded by U.S. 95, Interstate 15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
06/07/06	The City Council approved a Required Review (RQR-11403) of an approved Rezoning (Z-0100-97) for eight Off-Premise Signs on property bounded by U.S. 95, I-15 and Grand Central Parkway. The Planning Commission and staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/07/06	The City Council approved a Review of Condition (ROC-13357) to remove a condition of an approved Site Development Plan Review (SDR-6593) for a 1.6 million square-foot commercial center that required that the Off-Premise Signs on the subject site be removed prior to the issuance of a Certificate of Occupancy for the Phase II building. Signs "B" and "C" were still required to be removed; all others were required to be reviewed at later dates. Staff recommended denial.
09/05/07	The City Council approved a Required Review (RQR-21345) of an approved Rezoning (Z-0100-97) for five Off-Premise Signs on property bounded by U.S. 95, I-15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
10/07/09	The City Council approved a Required Review (RQR-35268) of an approved Rezoning (Z-0100-97) for five Off-Premise Signs on properties bounded by U.S. 95, I-15 and Grand Central Parkway. The Planning Commission recommended approval. Staff recommended denial.
10/03/12	The City Council approved a Required Review (RQR-45620) of an approved Rezoning (Z-0100-97) for five Off-Premise Signs on properties bounded by U.S. 95, I-15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
09/16/15	The City Council approved a Required Review (RQR-58974) of an approved Rezoning (Z-0100-97) for five existing Off-Premise Signs on property bounded by U.S. 95, Interstate 15 and Grand Central Parkway. Staff recommended approval.
04/05/17	The City Council voted to Strike a request for a Review of Condition (ROC-68717) of an approved Required Review (RQR-58974) on property bounded by U.S. 95, Interstate 15 and Grand Central Parkway to remove Condition #4, which states, "If the existing off-premise signs are voluntarily demolished, this Rezoning shall be expunged and a new off-premise sign shall not be permitted in the same location unless a special use permit is approved for the new structure by the City Council." Staff had recommended approval.
06/24/19	Department of Planning staff administratively approved a Minor Site Development Plan Review (SDR-76625) for the proposed conversion of the static south face of an existing off-premise sign with an LED digital display unit at 413 South Grand Central Parkway, adjacent to the east side of Interstate 15.

Most Recent Change of Ownership	
11/14/16	A deed was recorded for a change in ownership on APN 139-33-610-014.
09/26/17	A deed was recorded for a change in ownership on APNs 139-33-511-004 and 139-27-410-005.
08/21/18	A deed was recorded for a change in ownership on APN 139-33-610-031.

Related Building Permits/Business Licenses	
04/29/99	A building permit (#99008210) was issued for an off-premise sign ("Sign A") at 413 South Grand Central Parkway. The permit expired on 10/30/99. A Final Only permit (C-146052) was issued for the sign under the address of 475 South Grand Central Parkway on 09/08/09 and finalized on 11/17/09.
	A building permit (#99008202) was issued for an off-premise sign ("Sign D") at 1399 Discovery Drive. The permit expired on 10/30/99. A Final Only permit (C-146057) was issued for the sign under the address of 213 South Grand Central Parkway on 09/08/09 and finalized on 09/10/09.
	A building permit (#99008206) was issued for an off-premise sign ("Sign E") at 157 South Grand Central Parkway. A final inspection was completed on 01/11/00.
	A building permit (#99008205) was issued for an off-premise sign ("Sign F") at 13 South Grand Central Parkway. A final inspection was completed on 01/11/00.
	A building permit (#99008204) was issued for an off-premise sign ("Sign G") at 11 South "F" Street. A final inspection was completed on 01/11/00.
10/10/19	A building permit (C19-03977) was issued for the conversion of the static south face of an existing off-premise sign at 413 South Grand Central Parkway with an LED digital display unit. A final inspection was completed 03/10/20.

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	
03/25/20	The sign faces and supporting structures are generally in good condition. Two of the sign faces were blank. The pole structure along Symphony Park Drive appears to have been repainted in spots with a non-matching color.

Details of Application Request	
Site Area	
Net Acres	47.55

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Off-Premise Sign Wholesale Showroom Facility	MXU (Mixed Use)	PD (Planned Development)
North	Interstate 15	Right-of-Way	Right-of-Way
South	Shopping Center	MXU (Mixed Use)	PD (Planned Development)
East	Wholesale Showroom Facility Undeveloped Office, Other Than Listed Financial Institution, General Restaurant	MXU (Mixed Use)	PD (Planned Development)
West	Interstate 15	Right-of-Way	Right-of-Way

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Las Vegas Master Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	Y
DC-O (Downtown Casino Overlay) District (partial)	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 1 (Market District)	Y
PD (Planned Development) District – Parkway Center	Y
Other Plans or Special Requirements	***Compliance***
Trails (Pedestrian Path – Bonneville Ave) - constructed	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

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Location	No off-premise sign may be located within public right-of-way	Not in public ROW Not in Off-Premise Sign Exclusionary Zone	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	All signs located within the PD (Planned Development) District	Y*
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	All signs set back at least 10 feet from I-15 ROW and at least 100 feet from the nearest intersection	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Each display face contains 672 SF. A small embellishment has been added to the northernmost sign	Y
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	All signs are 55 feet from grade to top of the sign.	Y

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	All signs are less than 750 feet apart along I-15, except the southernmost sign	Y**
	At least 300 feet to the nearest property line of a lot in any "R" or "U" zoned districts.	Approx. 1,270 feet from property zoned R-PD11	Y
Other	All off-premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground, detached from any other structures and located property with only commercial uses	Y

*The signs preexisted in an M (Industrial) zoning district prior to approval of the current Rezoning (Z-0100-97) to PD (Planned Development), which made a special condition to preserve the existing off-premise signs.
**The signs were approved prior to 1998 with a lesser separation than 750 feet and allowed to relocate out of NDOT right-of-way with similar separation through approval of Z-0100-97.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use

Case #	78430
Meeting Date	5/6/2020
Total Fee	$800.00
Received By/Date	RM 3/9/2020

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) RQR-78430

Project Address (Location) Bounded by US 95, I-15 and Grand Central Parkway

Project Name Clear Channel Outdoor **Proposed Use** Existing

Assessor's Parcel #(s) 139-33-511-004; 139-33-511-011; 139-33-610-014; 139-27-410-005 **Ward #** 5

General Plan: Existing x Proposed _____ **Zoning:** Existing x Proposed _____

Additional Information RQR of existing billboard signs bounded by US 95, I-15, and Grand Central Parkway

Property Owner WMC Pavilions SPE, LLC, et al Contact Kim Rieck

Address 475 S. Grand Central Parkway, Suite 1615 City Las Vegas State NV Zip 89106

E-mail _____ Phone _____

Applicant Clear Channel Outdoor Contact Jennifer Textor

Address 6355 S Cimarron Rd. Ste 170 City Las Vegas State NV Zip 89113

E-mail Jennifertextor@clearchannel.com Phone 702-238-7215

Representative Same as applicant Contact _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature Jennifer Textor

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Jennifer Textor

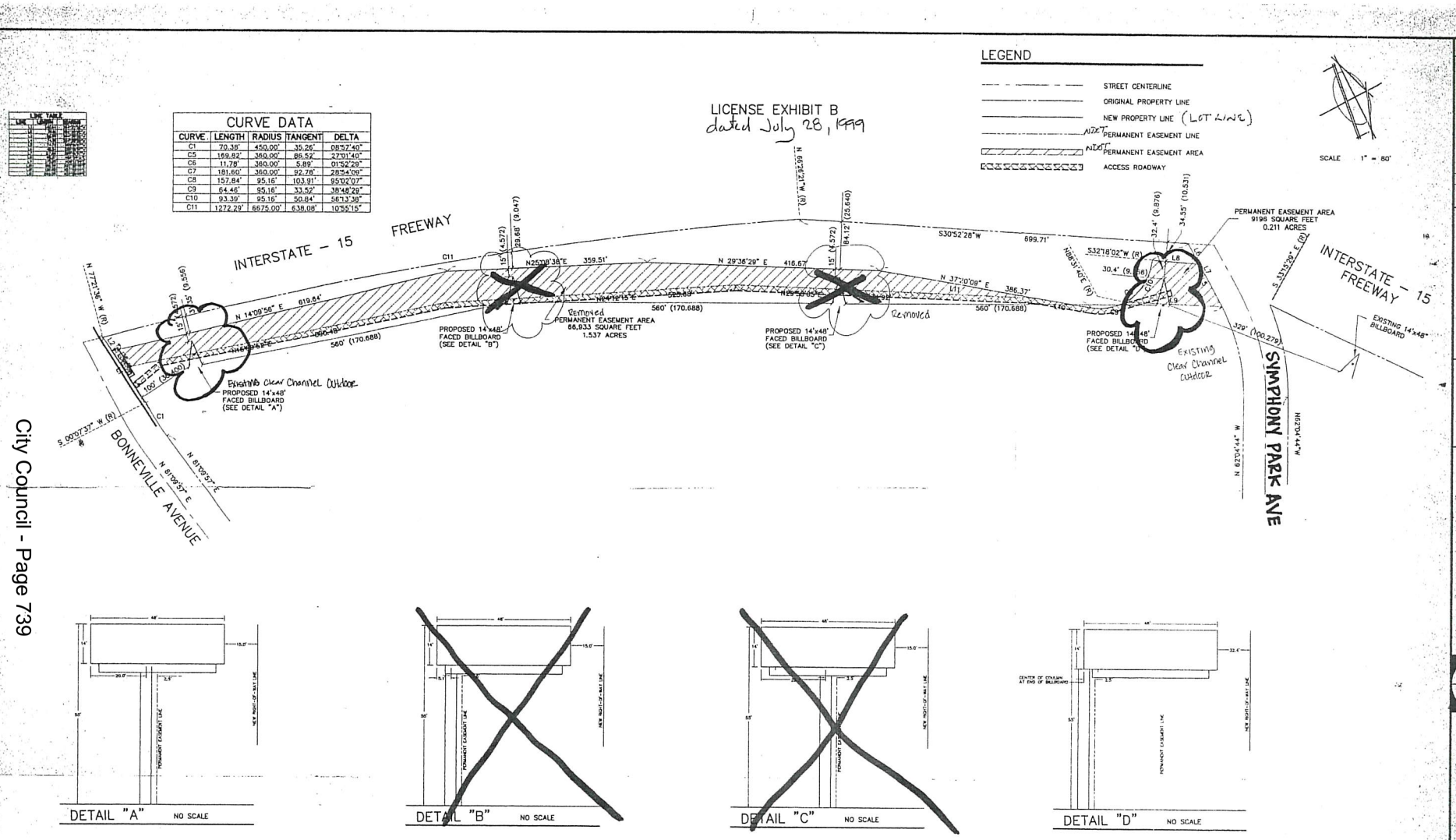
Subscribed and sworn before me

This 9TH day of MARCH, 20 20

J. DeFalco

Notary Public in and for said County and State

J. DEFALCO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02-01-23
Certificate No: 01-66461-1



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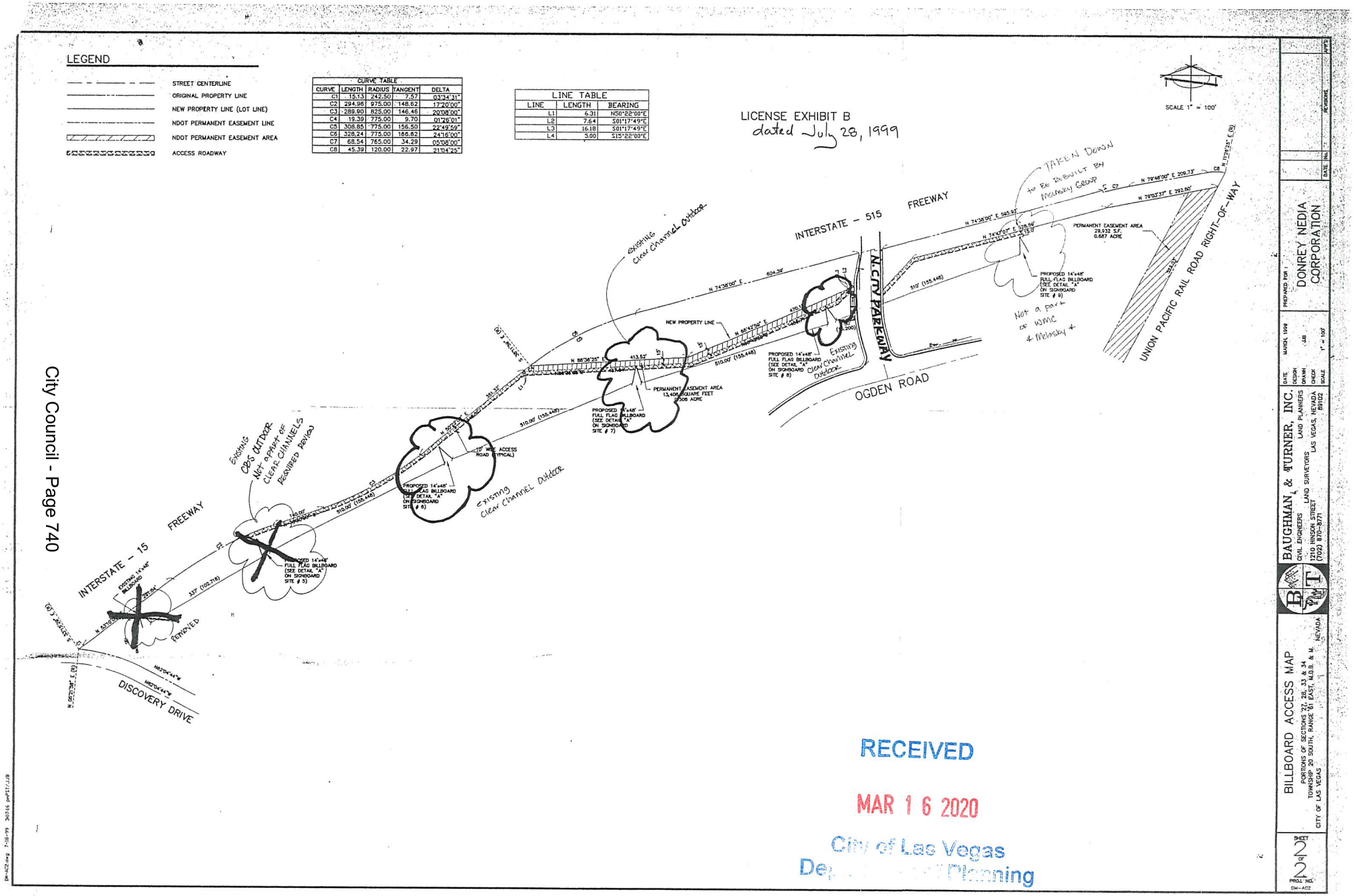
MAR 16 2020
City of Las Vegas
Department of Planning

RQR-78430



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City of Las Vegas
Department of Planning

RQR-78430



ROC-78430 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: WMC PAVILIONS SPE, LLC, ET AL PROPERTY BOUNDED BY U.S. 95, INTERSTATE 15 AND GRAND CENTRAL PARKWAY

03/25/20



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03/25/20

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

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RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
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ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.7463
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

September 17, 2015

Ms. Kim Rieck
WMC Pavilion, LLC
475 South Grand Central Parkway, Suite #1605
Las Vegas, Nevada 89106

RE: RQR-58974 - REQUIRED REVIEW – PUBLIC HEARING
CITY COUNCIL MEETING OF SEPTEMBER 16, 2015

Dear Ms. Rieck:

The City Council at a regular meeting held on September 16, 2015 ***APPROVED*** a request for a Required Review of an approved Rezoning (Z-0100-97) FOR FIVE EXISTING OFF-PREMISE SIGNS on property bounded by U.S.95, I-15 and Grand Central Parkway (APNs 139-33-511-004 and 011; 139-33-610-014; and 139-27-410-005), PD (Planned Development) Zone, Ward 5 (Barlow).

This approval is subject to the following conditions:

Planning

1. Conformance to the conditions of Rezoning (Z-0100-97).

2. This Rezoning (Z-0100-97) shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign is removed.

3. The Off-Premise Signs and its supporting structures shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Signs.

4. If the existing Off-Premise Signs are voluntarily demolished, this Rezoning shall be expunged and a new Off-Premise Signs shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

RQR-78430

2014 WINNER OF THE U.S. CONFERENCE OF MAYORS CLIMATE PROTECTION AWARD

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 September 17, 2015.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Lonnie Jones
Clear Channel Outdoor
7370 Dean Martin Drive, Suite #407
Las Vegas, Nevada 89139

RQR-78430

Clear Channel Outdoor

March 9, 2020

City of Las Vegas
Planning and Development Services
333 North Rancho Drive
Las Vegas, NV 89106

RE: JUSTTIFICATION LETTER FOR RQR-78430 Existing Off-Premise Advertising Billboard Sign
(APN No. 139-33-511-004; 139-33-511-011; 139-33-610-014; 139-27-410-005)

Physical Address: 475 South Grand Central Parkway.

To Whom It May Concern:

Channel Outdoor is submitting to the City of Las Vegas Current Planning Department the required documentation for our permit renewal of an existing Off-Premise Advertising Billboard Signs (RQR-78430) located at 475 South Grand Central Parkway. Our Off-Premise Advertising Billboard Signs has been properly maintained, no significant changes have occurred within the area, therefore we respectfully request our Required Review of our existing Off-Premise Advertising Billboard Sign / renewal permit to be approved. Previous cases: Z-100-97, RQR-6003, RQR-11403, RQR-21345, RQR-34844, RQR-45620, and RQR-58974.

Should you have any questions or concerns please contact me directly at 702.238.7215

Sincerely,

Jennifer Textor

Jennifer Textor
Real Estate Representative
Clear Channel Outdoor
6355 S Cimarron Rd, Suite 170
Las Vegas, NV 89113
702.238.7215 fax 702.238.7266
email: Jennifertextor@clearchannel.com

RECEIVED
MAR 16 2020
City of Las Vegas
Department of Planning

RQR-78430

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: RQR-78430 – REQUIRED REVIEW – PUBLIC HEARING

SUBJECT: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: WMC PAVILIONS SPE, LLC, ET AL

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***MAY 6, 2020 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, MAY 5, 2020.***

[signature] 4/30/20

Signature Date

Lonnie Jones

Please Print Name

Clear Channel Outdoor

Company Name

Sincerely,

Robert Summerfield, AICP
Planning Director
Department of Planning

Submitted after final agenda
AGENDA ITEM #44
RECEIVED 04.30.20

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
45

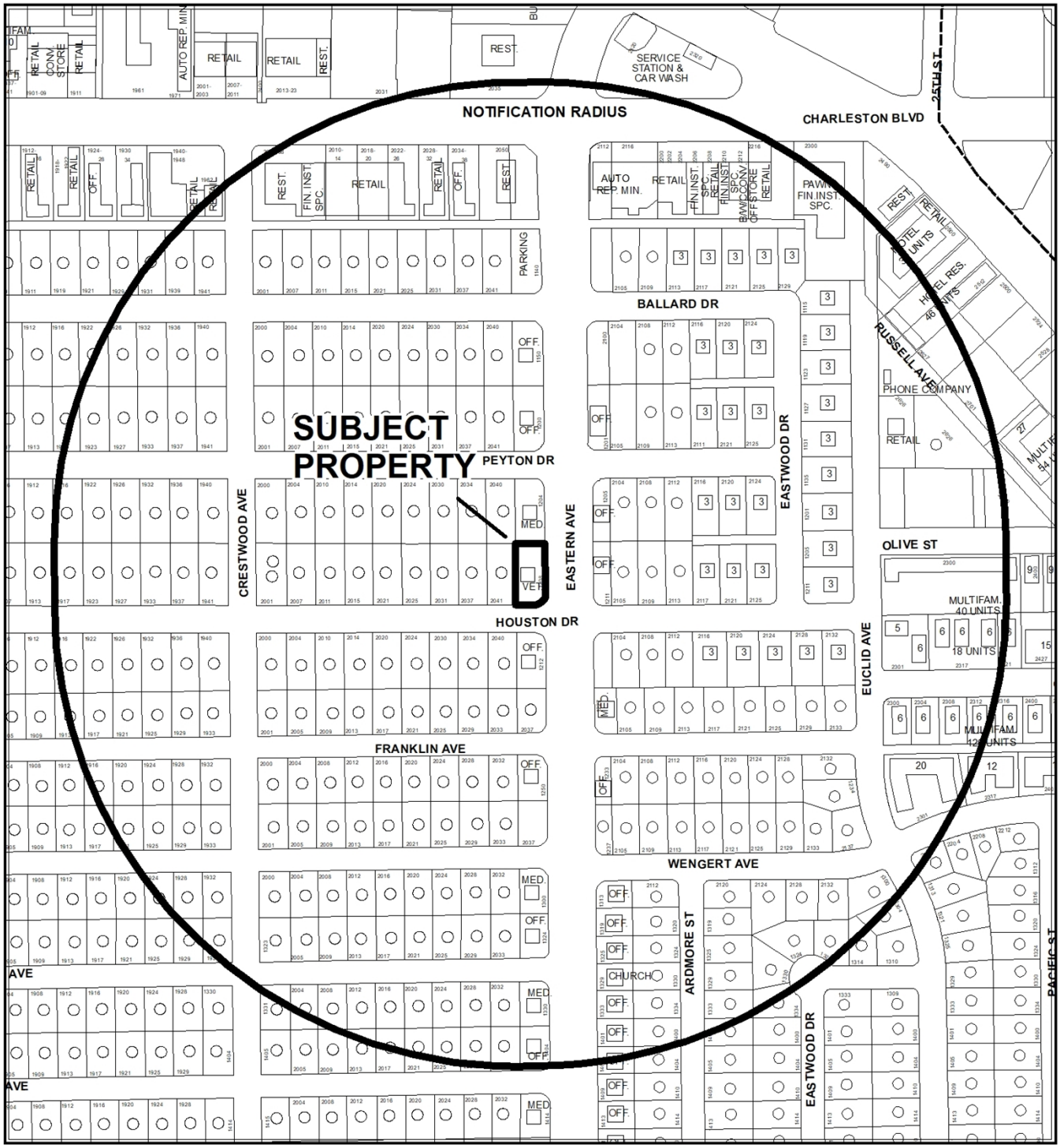
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	5

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map
3. Conditions and Staff Report - GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
4. Supporting Documentation - GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
5. Photo(s) - GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
6. Justification Letter - GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
7. Backup Submitted from the March 4, 2020 City Council Meeting
8. Backup Submitted from the February 19, 2020 City Council Meeting
9. Submitted after Final Agenda - Request to Withdraw Without Prejudice by Bradley Mayer for GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
10. Backup Submitted for the January 14, 2020 Planning Commission Meeting



0 250 500 Feet

CASE: **GPA-77917 (PRJ-77410)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: O (OFFICE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: GC (General Commercial)

N



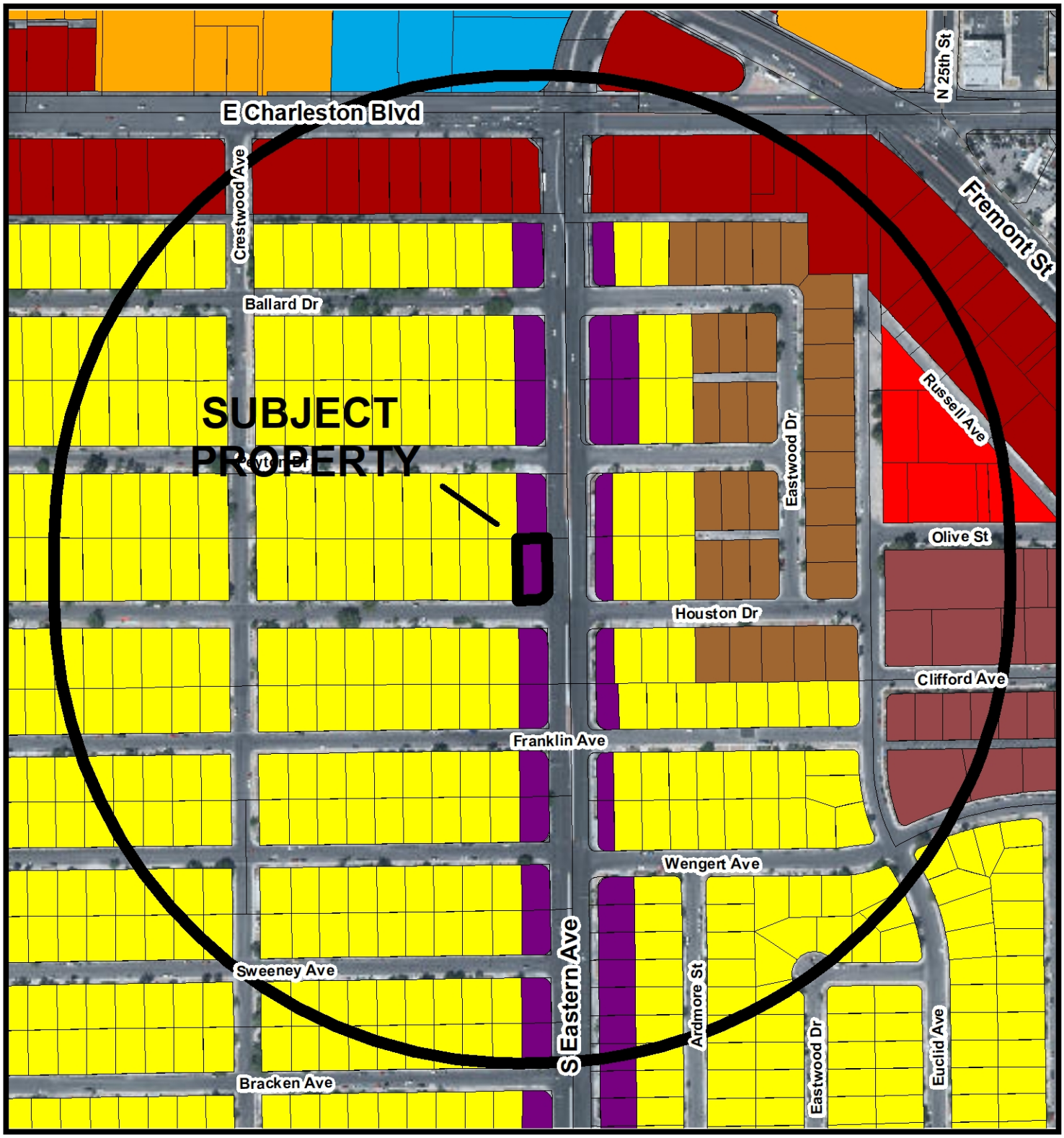
CASE: **GPA-77917 (PRJ-77410)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: O (OFFICE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: GC (General Commercial)

GPA-77917



General Plan Amendment

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Planned Community Development
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industry / Research
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facilities
- Public Facilities - School
- Public Facilities - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

FROM O TO GC

- Subject Property
- 1000ft Buffer
- City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, November 21, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MOISES CARPIO

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-77917	Staff recommends DENIAL.	
ZON-77919	Staff recommends DENIAL.	GPA-77917
VAR-78113	Staff recommends DENIAL, if approved subject to conditions:	GPA-77917 ZON-77919

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 34

NOTICES MAILED 347 - GPA-77917 and ZON-77919 (By City Clerk)
347 - VAR-78113 (By City Clerk)

PROTESTS 1

APPROVALS 5

SP

** CONDITIONS **

VAR-78113 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-78113) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SP

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend a portion of the Southeast Sector Plan of the General Plan from Office (O) to General Commercial (GC) at 1208 South Eastern Avenue. It is also a request to rezone the parcel from P-R (Professional Office & Parking) to C-1 (Limited Commercial). Because of the rezoning action, a Variance is required due to the existing lot width, and setbacks of the existing development on the site.

ISSUES

- Applicant would like Building and Maintenance and Service Sales use, in order to store vehicles overnight
- Subject site, therefore, requires a General Plan Amendment from Office (O) to General Commercial (General Commercial) land use designations, and Rezoning from P-R (Professional Office & Parking) to C-1 (Limited Commercial)
- Because of the Rezoning, a Variance is required due to the existing lot width, and setbacks of the existing development on the site.

ANALYSIS

The applicant is requesting to be able to store commercial vehicles for his HVAC repair company on-site, overnight, at 1208 Eastern Avenue. Currently that use qualifies as “Building Maintenance Service and Sales” which is described as, “A facility or area for contracting services such as building repair and maintenance, the installation of plumbing, electrical, air conditioning and heating equipment, janitorial services, and exterminating services. The retail sale of supplies is permitted as an accessory use”. The overnight storage of work vehicles is not permitted in the P-R (Professional Office & Parking) Zone.

The subject site is located in the P-R (Professional Office & Parking) Zone, in the O (Office) General Plan designation. Therefore, the applicant is requesting a General Plan Amendment (GPA-77917) to amend a portion of the Southeast Sector Plan of the General Plan from Office (O) to General Commercial (GC). They are also requesting to rezone the property from P-R (Professional Office & Parking) to C-1 (Limited Commercial).

Because of the rezoning action, a Variance is required due to the existing lot width, and setbacks of the existing development on the site. The applicant is requesting a Variance to allow a 64-foot lot width where 100 feet is required, a three-foot side yard setback and a five-foot corner side yard setback where 10 feet is required.

Staff has determined that the hardship inflicted by barring overnight truck storage is not enough to support the General Plan Amendment and Rezoning to a more intense designation and zone for this site. More specifically, this would be a spot zone, incompatible with the surrounding area, and directly adjacent to a neighborhood. Therefore, staff recommends denial of the requests for a General Plan Amendment, Rezoning and Variance.

FINDINGS (GPA-77917)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The subject site is directly adjacent to L (Low Density Residential) and O (Office) General Plan designations. The proposed GC (General Commercial) designation "generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character". GC is not compatible with the adjacent low density designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The applicant has proposed a Rezoning (ZON-77919) from P-R (Professional Office & Parking) to C-1 (Limited Commercial) on the subject site, which is consistent with the proposed GC (General Commercial) General Plan designation.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject site is adjacent to Eastern Avenue, a 100-foot primary arterial, which will provide adequate capacity to serve the subject site.

SP

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment is uncharacteristic of other applicable adopted plans, and would be a spot amendment, unlike surrounding designations.

FINDINGS (ZON-77919)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed Rezoning from P-R (Professional Office & Parking) to C-1 (Limited Commercial) would be in conformance with the proposed GC (General Commercial) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   Staff has determined that although the proposed C-1 (Limited Commercial) zoning district is consistent with the proposed GC (General Commercial) General Plan land use designation, the allowable commercial land uses are not compatible with the existing residential and office zoning districts that surround the site.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   There are no development factors in the community that would warrant the proposed C-1 (Limited Commercial) zoning district on the subject site.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The subject site is adjacent to Eastern Avenue, a 100-foot primary arterial, which will provide adequate capacity to serve the subject site.

FINDINGS (VAR-78113)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by requesting Rezone the subject site. Alternative zoning district and building design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/17/06	The City Council approved a General Plan Amendment (GPA-12043) to amend a portion of the Southeast Sector Plan of the General Plan from SC (Service Commercial) to O (Office) at 1208 South Eastern Avenue. The Planning Commission and staff recommended approval.
01/14/20	The Planning Commission unanimously voted to recommend DENIAL on the following requests: • General Plan Amendment (GPA-77917) FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) • Rezoning (ZON-77919) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Variance (VAR-78113) TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410].

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/19/20	The City Council unanimously voted to HOLD IN ABEYANCE the following requests to the March 4, 2020 Meeting. • General Plan Amendment (GPA-77917) FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) • Rezoning (ZON-77919) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Variance (VAR-78113) TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410].
03/04/20	The City Council unanimously voted to HOLD IN ABEYANCE the following requests to the April 1, 2020 Meeting. • General Plan Amendment (GPA-77917) FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) • Rezoning (ZON-77919) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Variance (VAR-78113) TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410].
04/01/20	The City Council unanimously voted to HOLD IN ABEYANCE the following requests to the May 6, 2020 Meeting. • General Plan Amendment (GPA-77917) FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) • Rezoning (ZON-77919) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Variance (VAR-78113) TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410].

Most Recent Change of Ownership	
06/21/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/01/51	A business license (P-5501683) was issued for a Veterinary Clinic at 1208 South Eastern Avenue. It expired 12/01/17.
3/10/94	A business license (G50-05329) was issued for Retail at 1208 South Eastern Avenue. It expired on 10/01/17.

Pre-Application Meeting	
09/09/19	A pre-application conference was held to discuss submittal requirements for a General Plan Amendment and subsequent entitlements.

Neighborhood Meeting	
12/17/19	A neighborhood meeting was noticed and held at 6:00pm at the Mesquite Club, 702 East Louis Avenue. No members of the public attended the meeting and the meeting concluded at 6:30 pm.

Field Check	
11/26/19	During a routine field inspection, staff observed a vacant commercial development.

Details of Application Request	
Site Area	
Gross Acres	0.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	O (Office)	P-R (Professional Office)
North	Medical Office	L (Low Density Residential)	P-R (Professional Office)
South	Office	O (Office)	P-R (Professional Office & Parking)
East	Office	O (Office)	P-R (Professional Office & Parking)
West	Residential	O (Office)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08.070, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	64 Feet	N*
Min. Setbacks • Front • Side • Corner • Rear	 10 Feet 10 Feet 10 Feet 20 Feet	 27 Feet 3 Feet 5 Feet 54 Feet	 Y N* N* Y
Max. Lot Coverage	50 %	29 %	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

* A Variance (VAR-78113) has been requested to allow a 64-foot lot width where 100 feet is required, a three-foot side yard setback and a five-foot corner side yard setback where 10 feet is required.

Existing Zoning	***Permitted Density***	***Units Allowed***
P-R (Professional Office & Parking)	N/A	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-1 (Limited Commercial)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
O (Office)	N/A	N/A
Proposed General Plan	***Permitted Density***	***Units Allowed***
GC (General Commercial)	N/A	N/A

SP

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Eastern Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y
Houston Drive	Local Street	Title 13	60	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) GPA and ZON

Project Address (Location) 1208 S. Eastern Ave

Project Name 75 Degrees **Proposed Use** Office

Assessor's Parcel #(s) 162-02-517-019 **Ward #** 3

General Plan: Existing O Proposed GC **Zoning:** Existing PR Proposed C-1

Additional Information

Property Owner Moises Carpio Contact

Address 2910 S HIGHLAND DR STE F City Las Vegas State NV Zip 89109

E-mail carpio_mo@yahoo.com Phone 702-429-2801

Applicant Same as property owner Contact

Address City State Zip

E-mail Phone

Representative Argentum Partners Contact Bradley Mayer

Address 6037 S. Fort Apache Road Suite 130 City LV State NV Zip 89148

E-mail bradley@argentumnv.com Phone 702-521-2200

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Moises Carpio

Subscribed and sworn before me

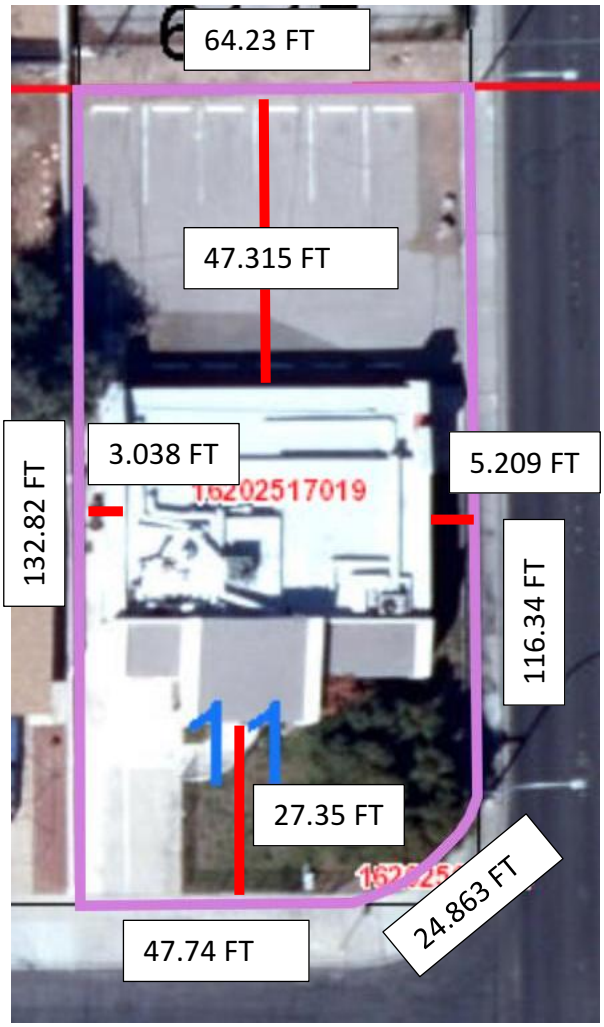
This 15 day of November, 20 19

Notary Public in and for said County and State

JEFF DONATO
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 04-85917-1
MY APPT. EXPIRES 12-19-2019

PRJ-77410
11/18/19

1208 S. Eastern Ave Site Plan



PRJ-77410
12/19/19

1208

Property Information

Print

Parcel: 16202517019
Owner Name(s): CARPIO MOISES
Site Address: 1208 S EASTERN AVE
Jurisdiction: Las Vegas - 89104
Sale Date: 06/2019
Sale Price: $250,000
Estimated Lot Size: 0.19
Construction Year: 1969
Recorded Doc Number: 20190621-0002904
Aerial Flight Date: Apr.14.2018

Zoning and Planned Landuse

Zoning Classification:
Professional Offices and Parking (P-R)
Community District: 0

Legal Description

Subdivision Name: CRESTWOOD HOMES TRACT #4
Book Page: 3 8
Lot Block: Lot:11 Block:6
T-R-S: 21-61-2
Tax District: 200
Census Tract: 1401

Ownership

Flood Zone

Elected Officials

Links

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GPA-77917 [PRJ-77410] - GENERAL PLAN AMENDMENT RELATED TO ZON-77919 AND VAR-78113 - APPLICANT/OWNER: MOISES CARPIO
1208 SOUTH EASTERN AVENUE

11/26/19



GPA-77917 [PRJ-77410] - GENERAL PLAN AMENDMENT RELATED TO ZON-77919 AND VAR-78113 - APPLICANT/OWNER: MOISES CARPIO
1208 SOUTH EASTERN AVENUE

11/26/19

ARGENTUM PARTNERS
A GOVERNMENT AFFAIRS GROUP

November 14, 2019

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

To Whom It May Concern:

The following justification letter is in regards to a PRJ-77410 for a general plan amendment and rezoning for parcel #162-02-517-019, located at 1208 S. Eastern Avenue, (the "Property").

We represent the property owner, Moises Carpio (the "Property Owner"). Property Owner is seeking to rezone the property to C-1, with a general plan amendment to general commercial .

Property Owner is seeking to relocate his HVAC repair business, 75 Degrees (the "Business"), to the subject property. Property is current zoned Professional Offices and Parking (P-R), which does not allow for overnight parking of any vehicles. While the Business does not always have vehicles that are parked overnight, new employees are required to leave their work trucks at the Business until they have completed their introductory probationary period. As such, the Business would like the ability to have vehicles parked overnight.

Property Owner has already received signed letters of support from neighboring properties, including the residential properties. Property has been vacant for many years and Property Owner relocating the Business there will result in substantial improvement to the Property with additional security and fencing.

Sincerely,

Bradley Mayer
Partner, Argentum Partners

PRJ-77410
11/18/19

6037 S. Ft Apache Rd. #130 Las Vegas, NV 89148 (702) 521-2200 bradley@argentumnv.com

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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U.S. Postage
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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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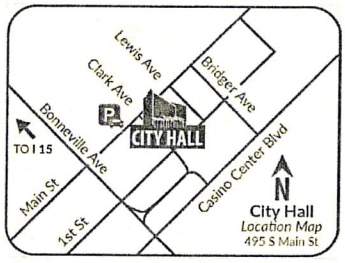
CITY CLERK

2020 MAR -2 A 10:59



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201210035
SMART TAX SERVICES L L C
1333 S EASTERN AVE
LAS VEGAS NV 89104

93 LADFNP1 89104

Submitted after final agenda

Items 46-47

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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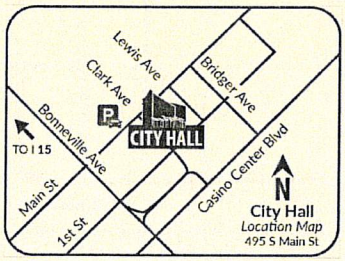
2020 FEB 12 P 2:10

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

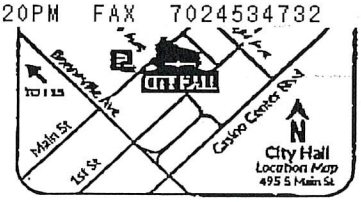
Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202612011
WATTS LARENE M 1993 TRUST
WATTS LARENE M TRS
1928 WENGERT AVE
LAS VEGAS NV 89104-1935

93 LRDFNP1 89104

Submitted after final agenda
Item 72973



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

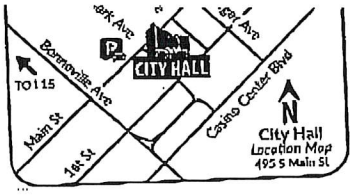
GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110040
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

RECEIVED
CITY CLERK
2020 FEB 18 A 7:06

89 LRDFNP1 89104



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110041
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

89 LRDFNP1 89104

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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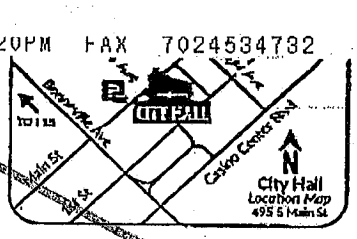
2020 FEB 18 A 7:06

89 LRDFNP1 89104

Submitted after final agenda
Items 72 & 73



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110040
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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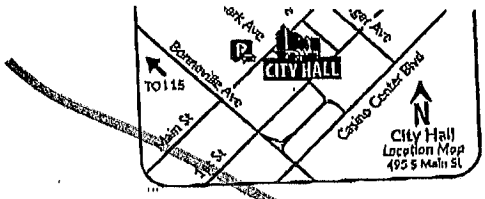

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110041
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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FEB 18 A 7:40

0001/0020

RECEIVED
CITY CLERK

2020 FEB 18 A 7:06

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Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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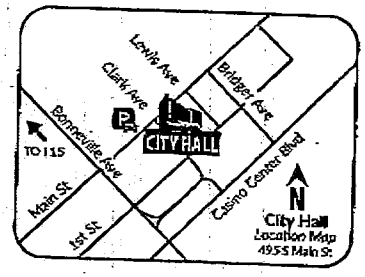

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202514030
ARELLANO ALFONSO
VILLEGAS RAQUEL C
1417 S 16TH ST
LAS VEGAS NV 89104-1834

99 LADFNP1 89104

02/14/2020 6:26PM FAX 7024534732 SUNRISE AUTO SALES

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 FEB 18 A 11:41

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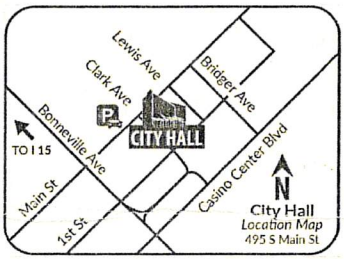
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202513009
PARAMO ERIKA TAHITI
1941 BALLARD DR
LAS VEGAS NV 89104

93 LADFNP1 89104

From:	Bradley Mayer
To:	LuAnn D. Holmes
Cc:	Ydo Yturralde; City Clerk, Deputies; Robert Summerfield
Subject:	Re: Abeyance Request #40, 41, 42
Date:	Tuesday, April 21, 2020 1:52:12 PM
Attachments:	image001.png image002.png image003.png image004.png

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Hi everyone

I represent applicant Mo Carpio and we would like to withdrawal this application below without prejudice. It was abeyed and slated to be heard on 5/6. Thank you!

--

Bradley Mayer | *Partner* | Argentum Partners
6037 S. Fort Apache Road, Suite 130 | Las Vegas, NV 89148
Cell: 702-521-2200 | Office: 702-850-8602
E-mail: bradley@argentumnv.com | Social:

On Tue, Mar 31, 2020 at 3:38 PM LuAnn D. Holmes <ldholmes@lasvegasnevada.gov> wrote:

> Thank you for your request to abey until 5/6/20.
>
> LuAnn Holmes, MMC, MAOM City Clerk
>
> Office of the City Clerk
>
> 495 South Main Street, 2nd Fl.
>
> Las Vegas, Nevada 89101
>
> 702-229-2456
>
> lasvegasnevada.gov

Submitted after final agenda

Date 4/21/20 Item 45-47

Please note, we are open Monday-Thursday, 7 AM – 5:30 PM, and closed on Fridays as well as major holidays..

From: Bradley Mayer <bradley@argentumnv.com>
Sent: Tuesday, March 31, 2020 3:25 PM
To: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>
Cc: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Subject: Abeyance Request

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Hi Luann

I represent Mo Carpio, applicant for items 40, 41 and 42 on tomorrow's agenda. We would like to abey these items for 30 days please.

Thank you.

--
Bradley Mayer | *Partner* | Argentum Partners

6037 S. Fort Apache Road, Suite 130 | Las Vegas, NV 89148

Cell: 702-521-2200 | Office: 702-850-8602

E-mail: bradley@argentumnv.com | Social:

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Nora Lares

From: noreply@formstack.com
Sent: Thursday, January 9, 2020 10:30 AM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL: This email originated from outside the organization, do not click links or open attachments unless you recognize the sender and know the content is safe.

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 01/09/20 10:29 AM

Meeting Date:	Tuesday, January 14, 2020
Project Number:	77410
Position:	I SUPPORT the project and all related applications.
Name:	Amors Prophete
Residential or Business Address:	1204 S Eastern Ave las vegas, NV 89104
Phone:	(702) 483-5229
Email:	p.amors12@gmail.com

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

Submitted after final agenda

37-39A

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
46

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

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

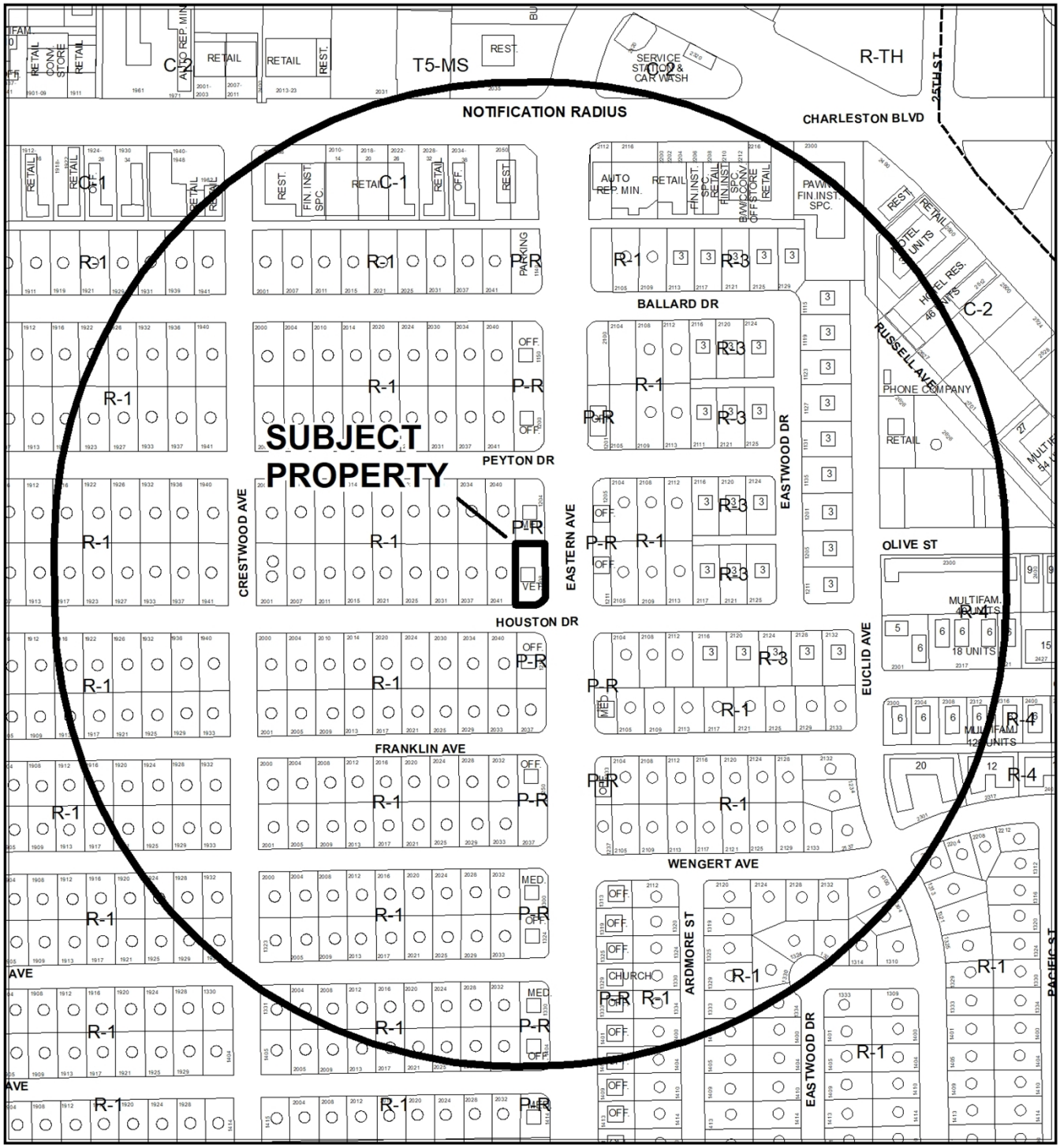
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	5

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-77919 and VAR-78113 [PRJ-77410]
3. Land Use Map
4. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

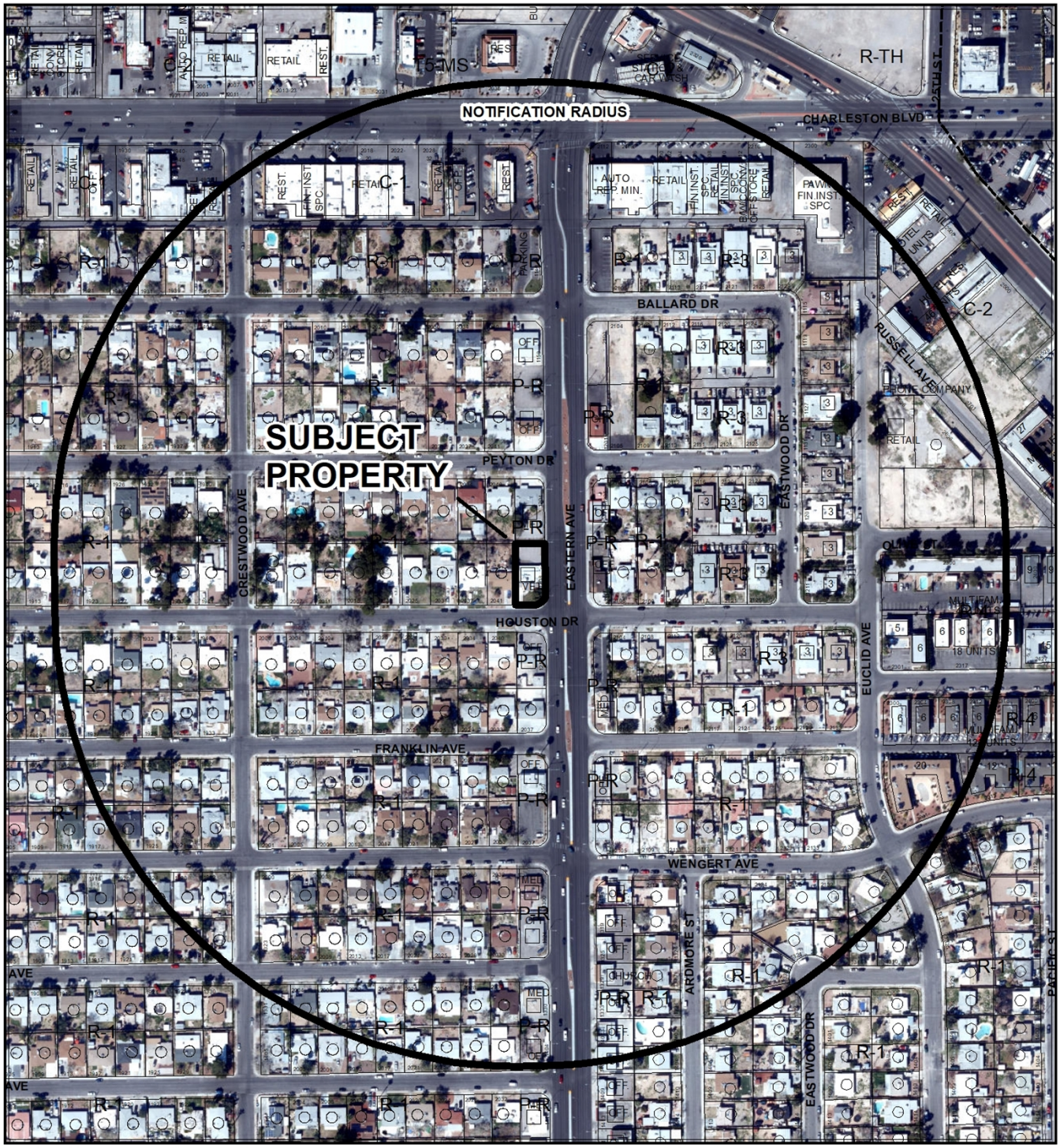


CASE: **ZON-77919, VAR-78113 (PRJ-77410)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFFESIONAL OFFICE)

PROPOSED ZONING OF SUBJECT PROPERTY: TO: C-1 (LIMITED COMMERCIAL)



0 245 490 Feet

CASE: **ZON-77919, VAR-78113 (PRJ-77410)**

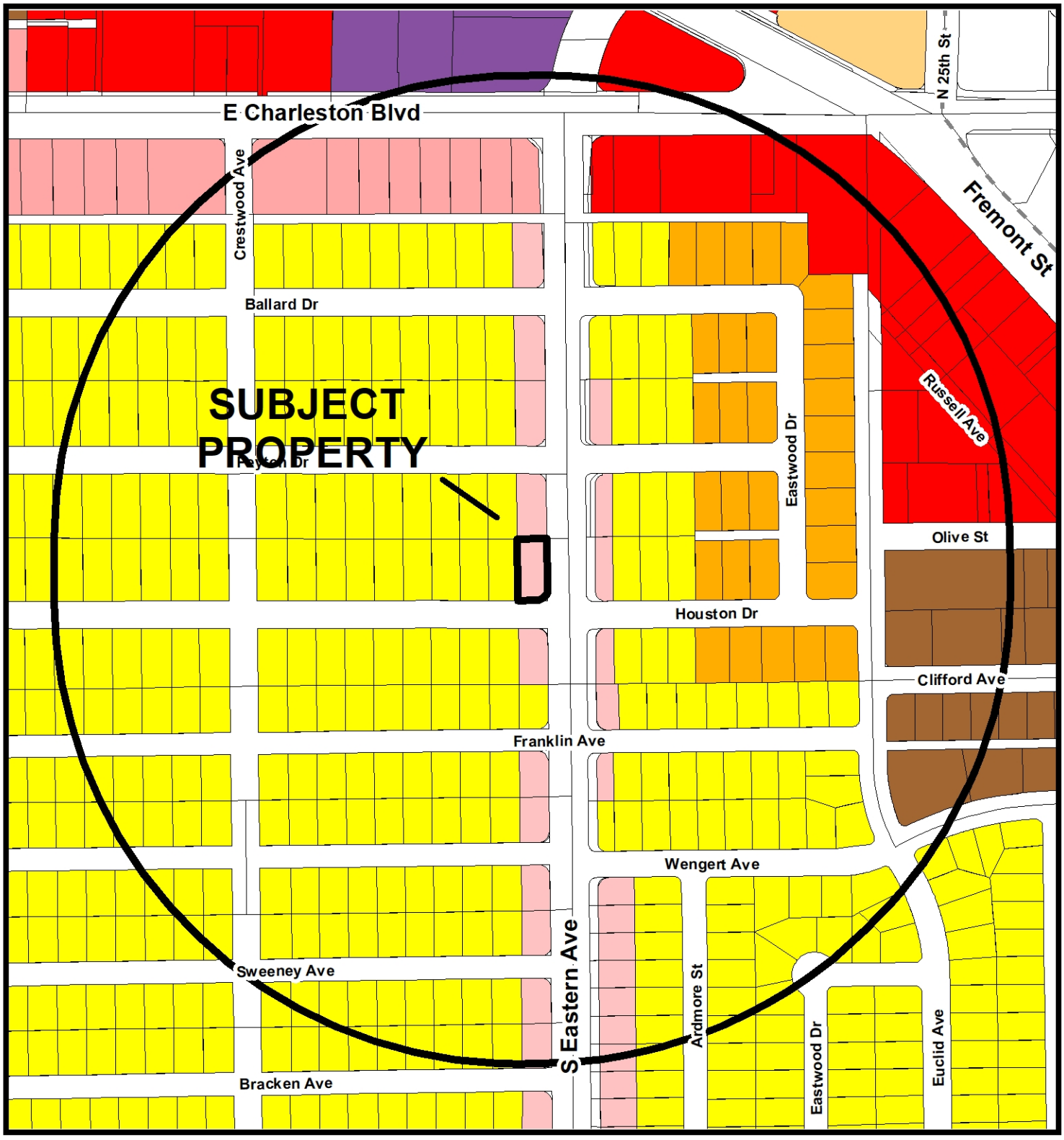
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFFESIONAL OFFICE)

PROPOSED ZONING OF SUBJECT PROPERTY: TO: C-1 (LIMITED COMMERCIAL)

N

ZON-77919



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM P-R TO C-1

Subject Property

1000ft Buffer

City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, November 21, 2019

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) GPA and ZON

Project Address (Location) 1208 S. Eastern Ave

Project Name 75 Degrees **Proposed Use** Office

Assessor's Parcel #(s) 162-02-517-019 **Ward #** 3

General Plan: Existing O Proposed GC **Zoning:** Existing PR Proposed C-1

Additional Information

Property Owner Moises Carpio Contact

Address 2910 S HIGHLAND DR STE F City Las Vegas State NV Zip 89109

E-mail carpio_mo@yahoo.com Phone 702-429-2801

Applicant Same as property owner Contact

Address City State Zip

E-mail Phone

Representative Argentum Partners Contact Bradley Mayer

Address 6037 S. Fort Apache Road Suite 130 City LV State NV Zip 89148

E-mail bradley@argentumnv.com Phone 702-521-2200

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Moises Carpio

Subscribed and sworn before me

This 15 day of November, 20 19

Notary Public in and for said County and State

JEFF DONATO
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 04-85917-1
MY APPT. EXPIRES 12-19-2019

PRJ-77410
11/18/19

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
47

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	8

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 4, 2020 City Council Meeting
4. Backup Submitted from the February 19, 2020 City Council Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) GPA and ZON

Project Address (Location) 1208 S. Eastern Ave

Project Name 75 Degrees **Proposed Use** Office

Assessor's Parcel #(s) 162-02-517-019 **Ward #** 3

General Plan: Existing O Proposed GC **Zoning:** Existing PR Proposed C-1

Additional Information

Property Owner Moises Carpio Contact

Address 2910 S HIGHLAND DR STE F City Las Vegas State NV Zip 89109

E-mail carpio_mo@yahoo.com Phone 702-429-2801

Applicant Same as property owner Contact

Address City State Zip

E-mail Phone

Representative Argentum Partners Contact Bradley Mayer

Address 6037 S. Fort Apache Road Suite 130 City LV State NV Zip 89148

E-mail bradley@argentumnv.com Phone 702-521-2200

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Moises Carpio

Subscribed and sworn before me

This 15 day of November, 20 19

Notary Public in and for said County and State

JEFF DONATO
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 04-85917-1
MY APPT. EXPIRES 12-19-2019

PRJ-77410
11/18/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 FEB 24 P 3:27

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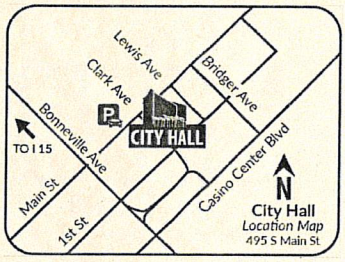

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202611016
BRUSH NAY FAMILY TRUST
BRUSH DERAY & MARY ELLEN TRS
2024 FRANKLIN AVE
LAS VEGAS NV 89104-2030

93 LRDFNP1 89104

Submitted after final agenda
Date 2/24/20 Item 48

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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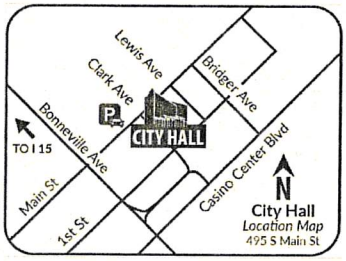

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Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16201210035
SMART TAX SERVICES L L C
1333 S EASTERN AVE
LAS VEGAS NV 89104

93 LRDFNP1 89104

Submitted after final agenda
Item 48

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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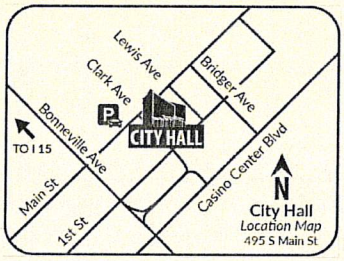
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202612011
WATTS LARENE M 1993 TRUST
WATTS LARENE M TRS
1928 WENGERT AVE
LAS VEGAS NV 89104-1935

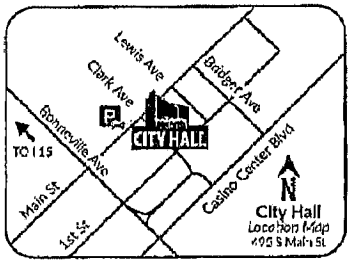
93 LRDFNP1 89104

Submitted after final agenda

Item 74

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202615015
DAD INVESTMENTS L L C
6983 E BONANZA RD
LAS VEGAS NV 89110

2020 FEB 12 AM 8:08

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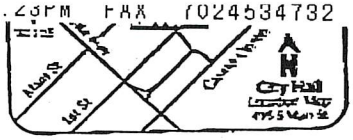
Las Vegas, NV
Permit No. 1630

Submitted after final agenda
Item 74



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Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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89 LRDFNF1 89104

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

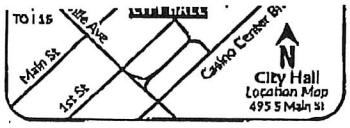
Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110052
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

89 LRDFNF1 89104



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VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514030
ARELLANO ALFONSO
VILLEGAS RAQUEL C
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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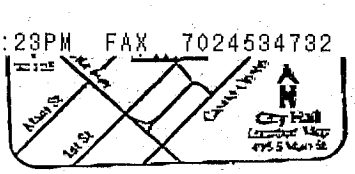
89 LRDFNF1 89104

Submitted after final agenda

Item 74



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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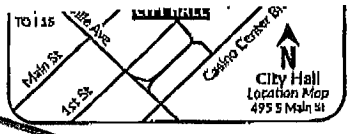
VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16201110052
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

89 LRDFNP1 89104



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202514030
ARELLANO ALFONSO
VILLEGAS RAQUEL C
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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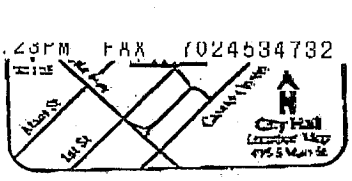

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110052
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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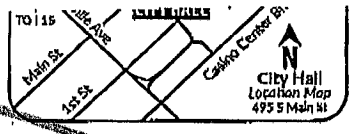

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VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514030
ARELLANO ALFONSO
VILLEGAS RAQUEL C
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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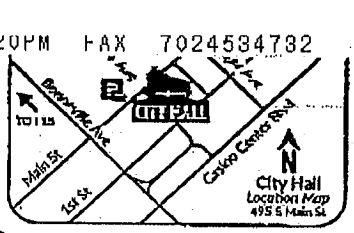

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110040
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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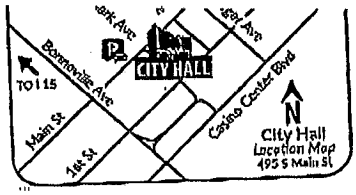

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110041
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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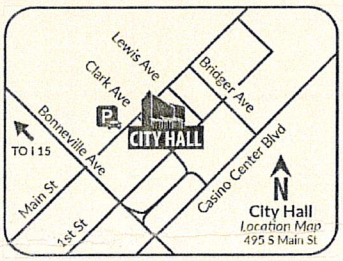

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202513009
PARAMO ERIKA TAHITI
1941 BALLARD DR
LAS VEGAS NV 89104

93 LRDFNP1 89104

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
48

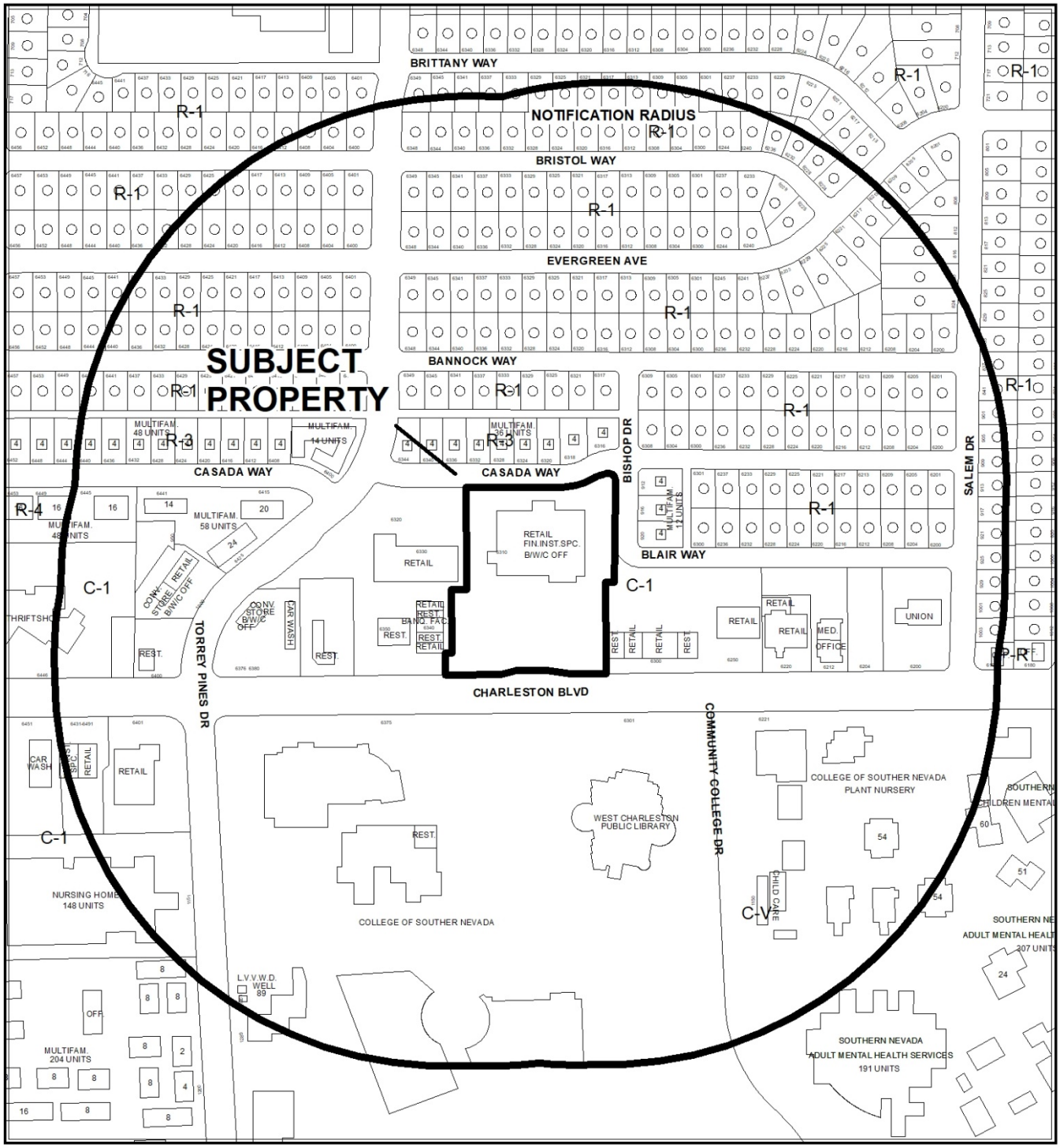
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - ROC-54248 [PRJ-53864]
6. City Council Approval Letter - SUP-3815
7. Justification Letter
8. Backup Submitted for the February 19, 2020 City Council Meeting
9. Submitted at Meeting - Support Documentation Not Vetted - E-Comment



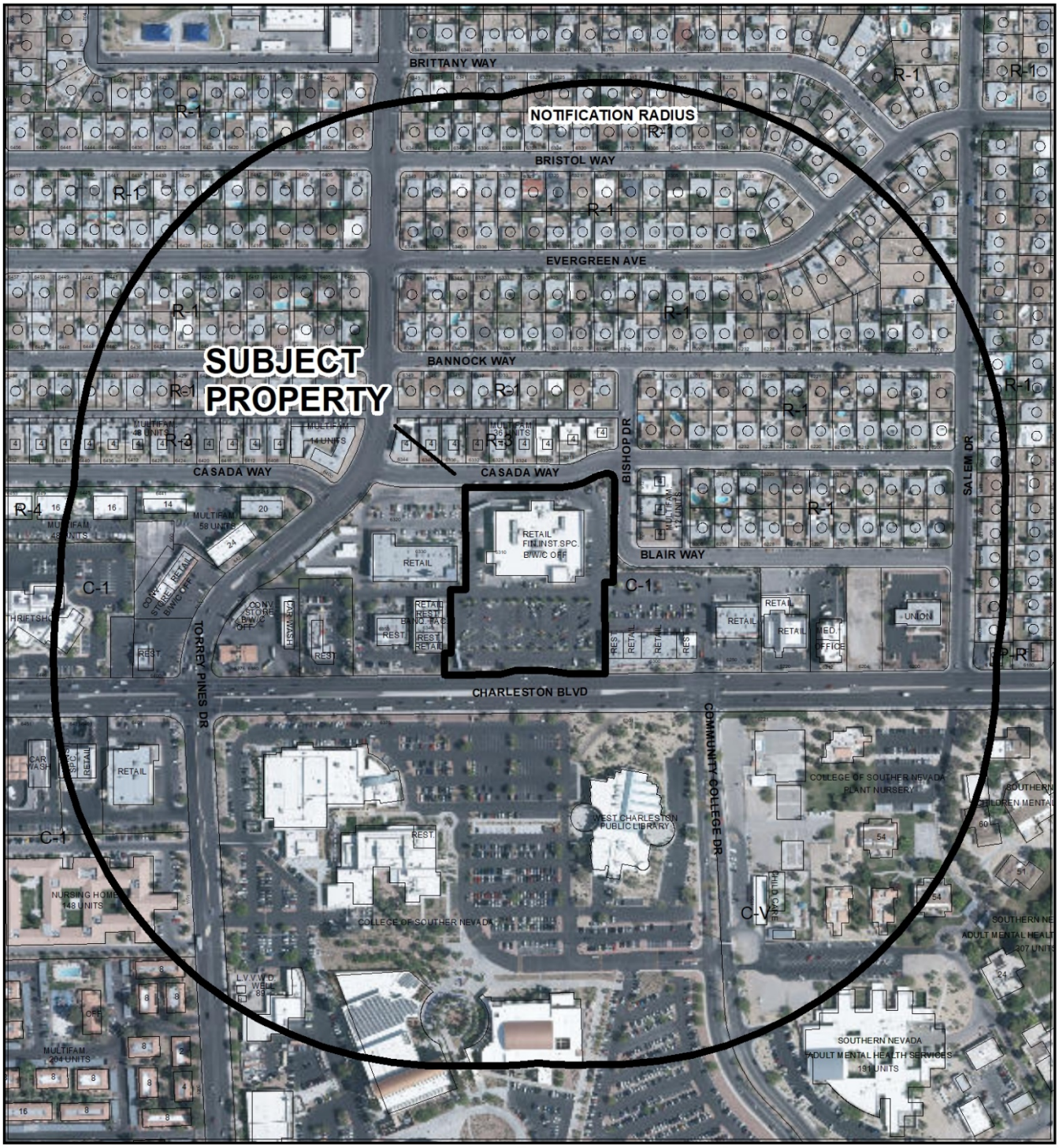
0 290 580 Feet

CASE: **ROC-78044 (PRJ-78041)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **ROC-78044 (PRJ-78041)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALMART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-78044	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 290 (By Planning)

PROTESTS 3

APPROVALS 0

** CONDITIONS **

ROC-78044 CONDITIONS

Planning

1. Condition Number 6 of Special Use Permit (SUP-3815) shall be deleted in its entirety.

2. Condition Number 7 of Special Use Permit (SUP-3815) shall be deleted in its entirety.

3. Conformance to all other approved conditions for Special Use Permit (SUP-3815) and all other site-related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has requested to remove conditions of approval for an approved Special Use Permit (SUP-3815) restricting packaged liquor sales at an existing grocery store at 6310 West Charleston Boulevard.

ISSUES

- Condition #6 of the approved Special Use Permit (SUP-3815) states that the sale of alcoholic beverages shall be limited to an area not to exceed 10 percent of the retail floor space of the market. The applicant is requesting to delete this condition.
- Condition #7 of the approved Special Use Permit (SUP-3815) prohibits individual container sales of any size of beer, wine coolers or screw cap wine. This condition was amended in 2014 (ROC-54248) to allow the sales of individual 750mL or greater containers of screw cap wine. The applicant is requesting to delete the amended condition.
- Under current LVMC Title 19 requirements, this use would be termed a Grocery Store with Alcohol, which by definition restricts display and sales of alcoholic beverages to 10 percent of retail floor space.

ANALYSIS

The grocery store (Walmart Neighborhood Market) is part of a larger retail and office development near the northeast corner of Charleston Boulevard and Torrey Pines Drive. Alcohol sales, including beer, wine and spirits, have been licensed at this location since 2006. The applicant does not believe the restrictions imposed on the use by the two conditions (as amended in 2014) are warranted and therefore requests to have them removed. The applicant claims that all but two of these stores within the city of Las Vegas do not have these restrictions on alcohol sales.

A Special Use Permit (SUP-3815) for Liquor Sales for Off-Premise Consumption was approved in 2004. Condition #6, which limits the sale of alcoholic beverages to no more than 10 percent of the retail floor area of the market, was not part of Title 19 minimum use requirements for the Liquor Establishment (Off-Premise Consumption) use at that time. In 2006, this use thenceforward was replaced in Title 19.12 by two separate uses through Ordinance 5842: the Package Liquor Off-Sale Establishment use and the Retail Establishment with Accessory Package Liquor use. Accessory package liquor uses were intended to be located within retail stores where alcohol sales were not the primary use and

were accordingly limited to 10 percent retail floor space through the minimum special use permit requirements, while there was no limit on retail floor space for the Package Liquor Off-Sale use. The primary uses of the subject business are Grocery Store and General Retail Store; alcohol sales are ancillary to the primary uses.

Under current Title 19 requirements, the use would be termed a Grocery Store with Alcohol, and no Special Use Permit would be required if distance separation requirements were met and no more than 10 percent of retail floor space consisted of the display and sales of alcoholic beverages. As there is an Individual Care Center within 400 feet of the subject site, under today's code a Special Use Permit with a waiver of the distance separation requirement would be necessary to allow the use. If more than 10 percent of retail floor space were to be devoted to sale and display of alcoholic beverages, the use would be classified as a Package Liquor Off-Sale Establishment, which requires a Special Use Permit with nonwaivable distance separation requirements.

There are four other similar stores within the city of Las Vegas that received approval of a Special Use Permit for package liquor sales. The table below indicates where special conditions of approval regarding the sale and display of alcohol were imposed on the applicant.

General Location	***Address***	***Case Number***	***Approved***	***Special Conditions for this use***
Craig/Jones	5850 W Craig Rd	U-0071-02	10/16/02	No special conditions
Lake Mead/Jones	6151 W Lake Mead Blvd	U-0128-02	11/20/02	No special conditions
Cheyenne/Shady Timber	10440 W Cheyenne Ave	SUP-3653	05/19/04	Condition #6: Beer and wine only*
				Condition #7: Sales of individual containers prohibited*
Nellis/Stewart	201 N Nellis Blvd	SUP-49152	07/09/13	Condition #7: Beer and wine coolers shall remain in original manufacturer's package configuration

*Condition removed by Review of Condition (ROC-44510). Staff recommended approval.

The applicant's floor plan indicates that alcohol is displayed within a single aisle on the east side of the building and behind a counter. The display area takes up 818 square feet of retail floor area. The building as a whole is 39,690 gross square feet; most of this area consists of retail display.

Las Vegas Metropolitan Police Department data from the past 180 days indicates that there were 28 calls for service within the 6300 Block of West Charleston Boulevard. The most common incidents reported were labeled "Other Disturbance." Specific crime types in this block include robbery, assault/battery, assault/battery with other deadly weapon, malicious destruction of property, indecent exposure, juvenile disturbance, stolen vehicle recovery and larceny (non-robbery).

The Planning Commission and City Council have discretion to place restrictions on the sale of individual containers of alcohol through Special Use Permit conditions of approval over and above those restrictions contained within LVMC Title 6.50 or Title 19. This was the case concerning the subject Special Use Permit (SUP-3815) for package liquor sales at this location.

FINDINGS (ROC-78044)

Staff defers to the conditions placed on the approved Special Use Permit by the City Council in this case and therefore recommends denial of the Review of Condition request.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
03/22/61	The Board of City Commissioners approved a request for Rezoning (Z-0057-60) to R-3 (Medium Density Residential) and C-1 (Limited Commercial) on property generally located on the north side of Charleston Boulevard, east of Torrey Pines Drive. The Planning Commission recommended approval.
04/07/04	The City Council approved a request for a Site Development Plan Review (SDR-3790) and Waivers of perimeter buffering and landscaping standards for a proposed 101,000 square-foot retail center adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-3815) for a Liquor Establishment (Off-Premise Consumption) use adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive. The Planning Commission and staff recommended approval.
11/18/04	The Planning Commission approved a Tentative Map (TMP-5400) for a one lot commercial subdivision on 9.74 acres adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
03/02/05	The City Council approved a request for a Review of Condition (ROC-5940). The request for a Review of Condition Number 17 of an approved Site Development Plan Review (SDR-3790) was amended to allow for delivery hours to be between 5:30 a.m. and 10:00 p.m. A one-year review from the time a temporary or permanent Certificate of Occupancy is issued for the delivery hours.
05/04/05	The City Council approved a request for a Site Development Review (SDR-6023) for a proposed 94,978 square-foot commercial development on 10.21 acres at the southeast corner of Casada Way and Torrey Pines Drive. The Planning Commission and staff recommended approval.
12/07/05	The Department of Planning and Development administratively approved a Site Development Review (SDR-9904) to combine two buildings into one on 10.21 acres at 6310 West Charleston Boulevard.
01/18/06	The City Council approved a request for a Special Use Permit (SUP-9493) for a Financial Institution, Specified (Check Cashing) with 24 hour service at 6310 West Charleston Boulevard. The Planning Commission and staff recommended approval.
03/02/06	The City Council approved a Master Sign Plan (MSP-10761) for a commercial/retail development on 10.10 acres adjacent to the north side of Charleston Boulevard, approximately 400 feet east of Torrey Pines Drive. The Planning Commission and staff recommended approval.
04/19/06	The City Council approved a request for an Extension of Time (EOT-12150) of an approved Special Use Permit (SUP-3815) for Liquor Sales (Off-Premise Consumption) at 6310 West Charleston Boulevard.
08/01/06	A Final Map (FMP-8401) for a one-lot commercial subdivision (Charleston Festival) on 9.74 acres adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive was recorded.
08/02/06	The City Council adopted Ordinance 5842, which repealed the extant Title 19 land use tables and other development standards and adopted new tables and standards for land uses, including the Package Liquor Off-Sale Establishment and Retail Establishment with Accessory Package Liquor Off-Sale uses.
07/11/07	The City Council approved a Required Review (RQR-22348) of an approved Review of Condition (ROC-5940) to allow delivery hours to be between 5:30 a.m. and 10:00 p.m. at 6310 West Charleston Boulevard. Staff recommended approval.
04/18/12	The City Council approved a General Plan Amendment (GPA-43991) to establish Redevelopment Area 2 and to change the future land use designation within Redevelopment Area 2 to Mixed Use (MXU) at 6310 West Charleston Boulevard.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/31/12	Business Licensing Enforcement failed an inspection (1349386) regarding the licensing of alcohol beverage sales at 6310 West Charleston Boulevard (BLE121671). Issues were corrected at a follow-up inspection on 02/25/13.
03/20/13	The City Council denied a request for a Review of Condition (ROC-48170) to delete Condition #7 of a previously approved Special Use Permit (SUP-3815) at 6310 West Charleston Boulevard, which prohibits the sale of individual containers of any size beer, wine coolers or screw cap wine. Staff recommended approval.
07/02/14	The City Council approved a request for a Review of Condition (ROC-54248) to amend Condition #7 of an approved Special Use Permit (SUP-3815) to allow the sales of individual 750mL or greater containers of screw cap wine at 6310 West Charleston Boulevard. Staff recommended approval.
10/13/15	Code Enforcement processed a Case (CE-160261) regarding noise after 12:00 midnight at 6310 West Charleston Boulevard. The case was resolved 11/03/15.
04/16/18	Code Enforcement processed a Case (CE-187622) regarding a homeless camp at 6310 West Charleston Boulevard. The case was resolved 04/17/18.
04/23/18	Code Enforcement processed a Case (CE-187886) regarding a homeless camp at 6310 West Charleston Boulevard. The case was resolved 04/26/18.
08/30/19	Business Licensing Enforcement failed an inspection (675451) regarding the licensing of alcohol beverage sales at 6310 West Charleston Boulevard (BLE777799). Issues were corrected at a follow-up inspection on 10/08/19.
02/19/20	The City Council voted to hold in abeyance a request for a Review of Condition to the March 18, 2020 City Council meeting at the request of the applicant.
03/18/20	The City Council voted to hold in abeyance a request for a Review of Condition to the April 1, 2020 City Council meeting at the request of the applicant.
04/01/20	The City Council voted to hold in abeyance a request for a Review of Condition to the May 6, 2020 City Council meeting at the request of the applicant.

Most Recent Change of Ownership	
06/05/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/12/05	A building permit (#05007216) was issued for a retail building at 6310 West Charleston Boulevard. A final inspection was approved 07/11/06.
	A building permit (#05007217) was issued for onsite improvements at 6310 West Charleston Boulevard. A final inspection was not approved and the permit expired 04/15/06.
12/21/05	A building permit (#05009010) was issued for onsite improvements at 6330 West Charleston Boulevard. A final inspection was approved 10/13/06.
06/30/06	A business license (G60-00056) was issued for a grocery/retail store at 6310 West Charleston Boulevard. The license is still active.
	A business license (L15-00132) was issued for Package Liquor at 6310 West Charleston Boulevard. The license is still active.
	A business license (P55-00064) was issued for a Pharmacy at 6310 West Charleston Boulevard. The license is still active.
	A business license (N02-00097) was issued for a Non-Depository Lender at 6310 West Charleston Boulevard. The license is still active.
12/07/06	A business license (C05-02491) was issued for a Tobacco Dealer at 6310 West Charleston Boulevard. The license is still active.
08/25/15	A building permit (C-287727) was issued for a retail tenant improvement remodel at 6310 West Charleston Boulevard. A final inspection was completed 11/24/15.
03/22/17	A building permit (C-334795) was issued for a retail tenant improvement at 6310 West Charleston Boulevard. A final inspection was completed 05/18/17.
02/05/18	A building permit (C17-00424) was issued for onsite improvements at 6310 West Charleston Boulevard. A final inspection has not been approved.
	A building permit (C17-00425) was issued for an interior retail tenant improvement at 6310 West Charleston Boulevard. A final inspection was completed 02/15/18.

Pre-Application Meeting	
12/04/19	A pre-application meeting was held with the applicant to discuss submittal requirements for a Review of Condition application.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/02/20	The subject site contains a built-out retail center. The grocery store/retail market that is the subject of this case is set back from Charleston Boulevard, with parking and landscaping in front. Nothing of concern was noted.

Details of Application Request	
Site Area	
Net Acres	4.31

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	College, University or Seminary	PF (Public Facilities)	C-V (Civic)
	Library, Art Gallery or Museum (Public)		
East	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)
	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Restaurant	MXU (Mixed Use)	C-1 (Limited Commercial)
	Multi-Family Residential		

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet – partial)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area (Area 2)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Rezoning

Project Address (Location) Walmart #3788- 6310 W Charleston Blvd, Las Vegas, NV 89146

Project Name Walmart review of conditions of special use permits SUP-49152 and SUP-3815 **Proposed Use** Same/General Commercial/Retail Stores and Shops

Assessor's Parcel #(s) 138-35-816-002 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner WAL-MART REAL ESTATE BUSINESS TRUST Contact _____

Address PO BOX 8050, MS 0555 City BENTONVILLE State AR Zip 72712-8055

E-mail _____ Phone 479-277-7257

Applicant Walmart #3788 Contact Dan Rice

Address 6310 W. Charleston Blvd. City Las Vegas State NV Zip 89146

E-mail Dan.Rice@walmart.com Phone 702-452-9998

Representative Dickinson Wright PLLC Contact Jennifer Gaynor

Address 8363 W. Sunset Road, #200 City Las Vegas State NV Zip 89113

E-mail JGAYNOR@DICKINSONWRIGHT.COM Phone 702-550-4462

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

• I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

• Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Dan Rice

Subscribed and sworn before me

This 12 day of December, 20 19

Takeisha James

Notary Public in and for said County and State

TAKEISHA JAMES
BENTON COUNTY
NOTARY PUBLIC – ARKANSAS
My Commission Expires Nov. 15, 2023
Commission No. 12396580

PRJ-78041
12/16/19



ROC-78044 [PRJ-78041] - APPLICANT: WAL-MART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST
6310 WEST CHARLESTON BOULEVARD

1/2/20

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

July 3, 2014

Mr. Kevin Gladden
Wal-Mart Real Estate Business Trust
c/o Tax Department
PO Box 8050 MS 0055
Bentonville, Arkansas 72712-8055

RE: ROC-54248 [PRJ-53864] - REVIEW OF CONDITION
CITY COUNCIL MEETING OF JULY 2, 2014

Dear Mr. Gladden:

The City Council at a regular meeting held July 2, 2014 APPROVED the request for a Review of Condition TO AMEND CONDITION #7 OF SPECIAL USE PERMIT (SUP-3815) "TO ALLOW THE SALES OF INDIVIDUAL CONTAINERS OF SCREW CAP WINE" at 6310 West Charleston Boulevard (APN 138-35-816-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 3, 2014.

Planning

1. Condition #7 of Special Use Permit (SUP-3815) shall be amended to allow the sales of individual 750 ML or greater containers of screw cap wine.

2. Conformance to the conditions of approval of Special Use Permit (SUP-3815) and all other site related actions as required by the Department of Planning and Department of Public Works.

Sincerely,

Debra A. Outland
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Alisha Medrano
Wal-Mart Store, Inc.
dba Walmart #3788
6310 West Charleston Boulevard
Las Vegas, Nevada 89146

Mr. Andrew Moore
Brownstein Hyatt Farber Schreck, LLP
100 North City Parkway, Suite #1600
Las Vegas, Nevada 89106

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

PRJ-78041
12/16/19



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

April 8, 2004

Mr. Carl Peterson
PSA Land Investment, Limited Liability Company
One Arrowhead Drive
Kansas City, Missouri 64129

RE: SUP-3815 - SPECIAL USE REVIEW
CITY COUNCIL MEETING OF APRIL 7, 2004
Related to SDR-3790

Dear Mr. Peterson:

The City Council at a regular meeting held April 7, 2004 APPROVED the request for a Special Use Permit FOR LIQUOR SALES (OFF-PREMISE CONSUMPTION) adjacent to the north side of Charleston Avenue, approximately 375 feet east of Torrey Pines Drive (APN: 138-35-801-002; 138-35-803-001), C-1 (Limited-Commercial) Zone, Ward 1.

The Notice of Final Action was filed with the Las Vegas City Clerk on April 8, 2004. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (Off-Premise Consumption) use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review [SDR-3790].

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

4. All City Code requirements and design standards of all City departments must be satisfied.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. The sale of alcoholic beverages shall be limited to an area not to exceed 10% of the retail floor space of the market

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

PRJ-78041
12/16/19

68112-012-6/03

7. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Theodore Kruger
Bullseye Commercial Real Estate
29100 Old Mill Creek Lane
Agoura, California 91301

Ms. Deborah McCutchen
Perkowitz & Ruth Architects
3980 Howard Hughes Parkway
Las Vegas, Nevada 89109

PRJ-78041
12/16/19

DICKINSON WRIGHT PLLC

8363 W. SUNSET RD., STE. 200
LAS VEGAS, NV 89113
TELEPHONE: (702) 550-4400
FACSIMILE: (844) 670-6009
http://www.dickinsonwright.com

JENNIFER J. GAYNOR
JGAYNOR@DICKINSONWRIGHT.COM
(702) 550-4462

November 27, 2019

City of Las Vegas Department of Planning
Development Services Center
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Re: Justification Letter in support of Request for Review of Conditions for:
- **Special Use Permit #3815, Walmart Neighborhood Market (Store #3788), and**
- **Special Use Permit #49152, Walmart (Store #1599)**

To Whom It May Concern:

This Justification Letter is in support of my client, Walmart Stores, Inc. (Walmart"). Walmart operates a number of stores throughout the City of Las Vegas, including the subject two Walmart stores:

1) Store #3788, at 6310 W. Charleston Boulevard, APN 138-35-801-002, Special Use Permit # SUP-3815 ("Store #3788") and;

2) Store #1559, at 201 North Nellis Blvd., APN 140-32-701-003, Special Use Permit # SUP-49152 ("Store #1599").

Walmart is requesting review and an amendment to the Conditions for the Special Use Permits for these two stores, as explained below.

Background

Store #3788 was initially granted a Special Use Permit ("SUP") for off-premise liquor sales in April of 2004. That SUP contained the following conditions:

- "The sale of alcoholic beverages shall be limited to an area not to exceed 10% of the retail floor space of the market" (Condition #6);

- "The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All Such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted." (Condition #7)

In July of 2014, this council reviewed these SUP conditions (ROC-54248) and amended Condition #7, to allow the sale of individual containers of screw-cap wine, in sizes 750 ML or greater.

PRJ-78041
12/16/19

Store #1559 was initially granted an SUP for off-premise liquor sales in July of 2013. That SUP contained a condition (Condition #7) that:

- "All beer and wine coolers shall remain in the original manufacturer's configuration intended for off-sale resale."

The conditions for this SUP have not been reviewed or amended since the initial grant.

The Requested Amendments

The request that Walmart is making today is to remove the above-listed conditions from these two stores. This change will bring the SUP conditions regarding liquor sales for these two stores into line with the conditions on the sale of liquor for all of the other Walmart stores in the City of Las Vegas. We have checked with the City regarding SUP conditions for liquor sales by Walmart stores throughout the city, and have found that only these two stores have such conditions on liquor sales.

In fact, we did find one other Walmart store, Store #3655 at 10440 West Cheyenne Avenue (ROC-44510), which had previously had similar conditions limiting the sale of alcoholic beverages to beer and wine only, prohibiting the sale of individual containers of any size of beer, wine coolers or screw top wine, and prohibiting the "repackaging of containers into groups smaller than the original shipping container size." These conditions were removed by the City Council in their meeting on March 21, 2012.

Each of these stores are located in established commercial zoning districts and have already been granted liquor licenses, demonstrating that the City has previously found that retail liquor sales at each are compatible with the areas surrounding each store. The stores are already selling beer, wine and hard liquor to their customers at each location. With this request, Walmart will simply be able to have consistent policies and procedures across all of their stores in the City of Las Vegas.

If there is anything further we can provide to assist with your review of this, please let me know.

Thank you for your consideration of this request.

Sincerely,

Jennifer J. Gaynor, counsel for applicant,
Walmart Stores, Inc.

JJG:JJG:hd

PRJ-78041
12/16/19

DICKINSON WRIGHT PLLC

8363 West Sunset Road, Suite 200
Las Vegas, NV 89113-2210
Telephone: (702) 550-4400
Facsimile: (844) 670-6009
http://www.dickinsonwright.com

Jennifer J. Gaynor
JGaynor@dickinsonwright.com
(702) 550-4462

February 18, 2020

VIA E-MAIL

Steve Swanton, AICP
Senior Planner
Department of Planning, Case Planning Division
333 N. Rancho Drive, Third Floor
Las Vegas, NV 89106
sswanton@LasVegasNevada.gov

RE: Walmart Review of Conditions

Dear Mr. Swanton:

With this letter I am requesting to abey ROC-78044, which is on the agenda as item 91 for the City of Las Vegas City Council meeting scheduled for tomorrow, February 19, 2020. Please abey this item for a period of 30 days.

The reason for this request is that this ROC is for one of two stores where we are asking to remove conditions for on behalf of our client, Walmart Stores, Inc., and I have already requested to have the second store, ROC-78043 held in abeyance for 30 days at the request of a City Council member so that their office could complete their due diligence on this item before it is heard. I believe it is important that all questions and due diligence on both items are completed before we hear either, and would like them both heard at or around the same time.

I appreciate your assistance with this request. Please let me know if you have any questions.

Best regards,

Jennifer Gaynor

JJG/jac
4826-3038-7125 v1 [45276-911]

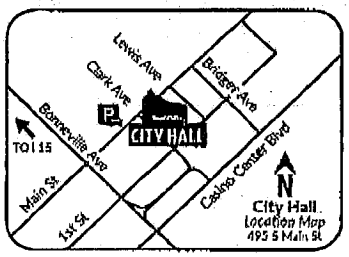
Submitted after Final Agenda
AGENDA ITEM #91
RECEIVED 02.18.20

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2020 FEB 10 P 2:06

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-78044 [PRJ-78041]
City Council Meeting of **02/19/2020**

PRJ-78041
13835402008
ASSISTANCE LEAGUE LAS VEGAS
6446 W CHARLESTON BLVD
LAS VEGAS NV 89146-1120

PRSRT
FIRST CLASS MAIL
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Permit No. 1630

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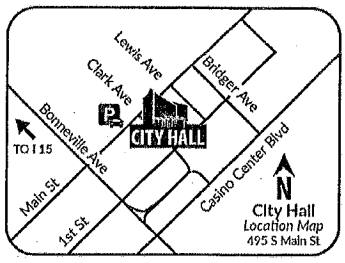
CITY CLERK
2020 FEB 10 P 12:09

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-78044 [PRJ-78041]
City Council Meeting of **02/19/2020**

PRJ-78041
13835810009
GALINDO CESAR A & M C REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

Submitted after final agenda
Item 91

PRSRT
PRST CLASS Mail
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1553

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CITY CLERK

2020 FEB 13 A 7:05

PRJ-78041
13833810088
GLBERLAND L L C
354 OLD COURSE ST
LAS VEGAS NV 89122

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-8905. 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.

ROC-78044 [PRJ-78041]
City Council Meeting of **02/19/2020**

Submitted after final agenda
Item 91

Form Name:	City Council Live
Submission Time:	May 6, 2020 10:20 am
Browser:	Mobile Safari 13.0.5 / IOS
IP Address:	174.72.238.183
Unique ID:	609287574
Location:	36.221199035645, -115.16850280762

Item #. 48

First Name	Aleta
Last Name	Dupree
City Resident	Yes
Zip Code	89102
Agenda Item Number	48
Choose One	Support
Council Comment	I support the permit change for Walmart, I use this store and I want to be able to purchase small bottles of liquor. I use them mostly for cooking. Walmart has always been a responsible retailer in this area, I've shopped at Walmart for 30 years, thanks.

Submitted at City Council
Date 5/6/20 Item 48
By: E-comments

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
49

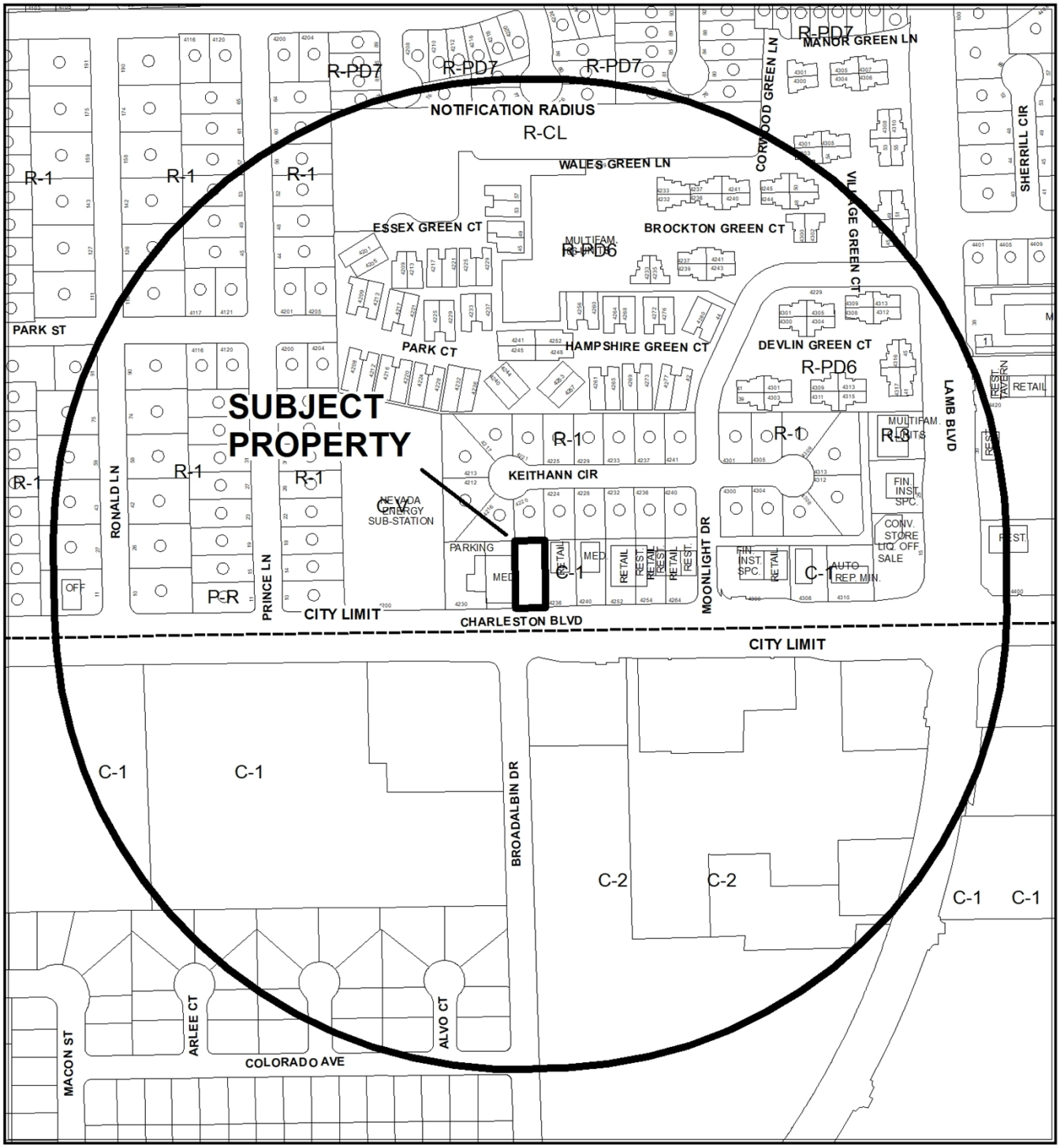
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SDR-77943 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LAP INVESTMENT, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 9,750 SQUARE-FOOT PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.22 acres on the north side of Charleston Boulevard approximately 330 feet west of Moonlight Drive (APN 140-31-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-77713]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	1
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Backup Submitted for the February 19, 2020 City Council Meeting
7. Submitted after Final Agenda - Abeyance Request by Denice Bassett
8. Backup Submitted for the January 14, 2020 Planning Commission Meeting



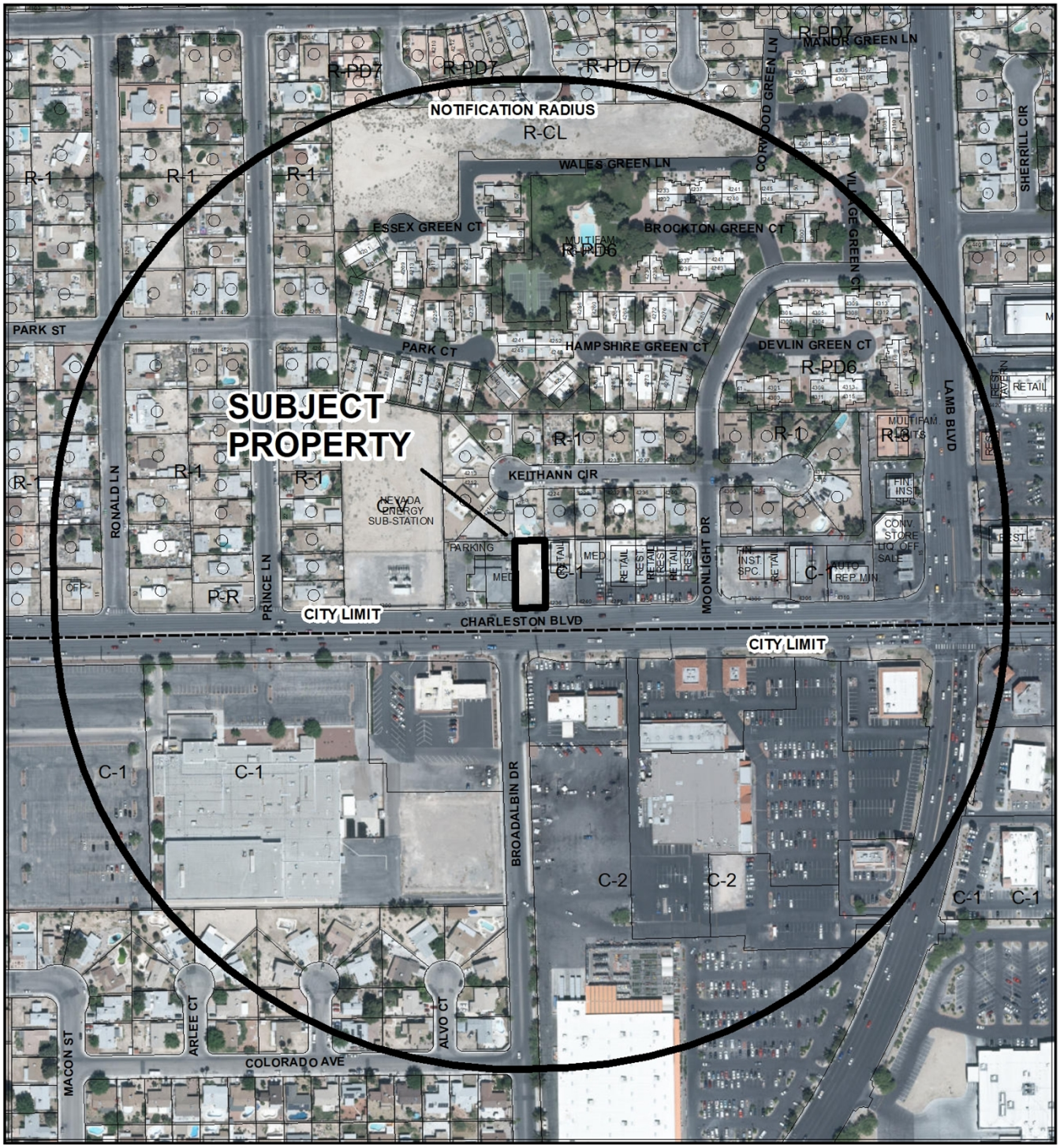
0 250 500 Feet

CASE: **SDR-77943 (PRJ-77713)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 250 500 Feet

CASE: **SDR-77943 (PRJ-77713)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: LAP INVESTMENT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-77943	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 224 (By City Clerk)

PROTESTS 3

APPROVALS 1

AS

**** CONDITIONS ****

SDR-77943 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 12/04/19, except as amended by conditions herein.

3. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot wide landscape buffer where eight feet is required adjacent to the northern property line.

4. A Waiver from Title 19.08 is hereby approved, to allow zero-foot wide landscape buffer where eight feet is required adjacent to the eastern property line.

5. A Waiver from Title 19.08 is hereby approved, to allow zero-foot wide landscape buffer where 15 feet is required adjacent to the southern property line.

6. A Waiver from Title 19.08 is hereby approved, to allow zero-foot wide landscape buffer where eight feet is required adjacent to the western property line.

7. An Exception from Title 19.08 is hereby approved, to allow zero trees in the parking lot area where five are required.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

AS

Public Works

11. The sidewalk along Charleston Boulevard adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

12. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

13. Submit a License Agreement for landscaping and private improvements in public rights-of-way, if any, adjacent to this site 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 adjacent property owner(s) and shall be transferred with the sale of the property for the entire term 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).

14. 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, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for an existing parking lot located on the north side of Charleston Boulevard, approximately 330 feet west of Moonlight Drive.

ISSUES

- This application is the result of a Code Enforcement action [*Case Number CE-197152*].
- A Waiver is requested to allow a zero-foot wide landscape buffer adjacent to the southern property line where 15 feet is required. Staff does not support this request.
- A Waiver is requested to allow zero-foot wide landscape buffers adjacent to the northern, eastern, and western property lines where eight feet is required. Staff does not support this request.
- An Exception is requested to allow zero trees in the parking lot area where five are required. Staff does not support this request.

ANALYSIS

The applicant constructed a 27-space commercial parking lot adjacent to an existing medical office at 4236 East Charleston Boulevard to provide additional parking for the staff and patients. The parking lot was paved and developed without the necessary Site Development Plan Review and building permits, thus resulting in Code Enforcement action. The Department of Public Works prefers that the site be reconfigured in order to connect with the existing parking lot at 4236 East Charleston Boulevard and eliminate one of the driveway ingress/egress points from Charleston Boulevard.

The parking lot does not meet the minimum development standards set forth by Title 19.08 for vehicular parking lots and the applicant is requesting multiple Waivers of these standards. A minimum eight-foot wide landscape buffer is required adjacent to all interior property lines, with that landscape buffer width increasing to 15 feet when adjacent to right-of-way. In addition to perimeter landscape buffers, parking lot landscape islands are required at a ratio of one for every six uncovered parking spaces. The landscape buffers are to contain one, 24-inch box shade tree every 20 linear feet with four, five-gallon shrubs for

every required tree. Each landscape island is also required to provide shade trees and shrubbery. Landscaping softens the hardscape and provides shade while buffering the view of parking lots from passing motorist and pedestrians alike. The applicant has provided no justification for the landscape Waivers requested other than that the parking lot is now constructed.

Staff does not support the requested Waivers or the overall design of the parking lot, as it utilizes an unnecessary driveway from Charleston Boulevard that creates an additional traffic conflict with pedestrians and motorists alike on Charleston Boulevard, which is a 104-foot wide Primary Arterial as defined by the Master Plan of Streets and Highways. Therefore, staff is recommending denial of this Site Development Plan Review. If approved, the parking lot will remain as constructed and staff has added recommended Conditions of Approval to ensure future compliance.

FINDINGS (SDR-77943)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The parking lot as constructed is not compatible with adjacent development in the area, as it does not meet the minimum development standards set forth by Title 19.08 and is undesirable and unsightly.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is not consistent with Title 19.08.110 Commercial Parking Design Standards. The applicant has overdeveloped the site by failing to meet the minimum landscaping requirements and is requesting multiple Waivers to allow the parking lot to remain without landscaping.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

Access is provided through Charleston Boulevard via a dual operating drive aisle that provides ingress and egress to and from the parking lot. The Department of Public Works prefers the site to be reconfigured with the parking on the adjacent lot which would allow the elimination of one of the excess driveway accesses to Charleston Boulevard, thus eliminating another point of conflict along Charleston Boulevard.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The applicant constructed the parking lot with zero landscaping, which is not appropriate for the City or the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The project is not aesthetically pleasing for the area due to the lack of minimum landscape being installed. Landscaping softens the hardscape and provides shade and visual breaks to the user. The design characteristics are not harmonious or compatible with development in the surrounding area as it is visually void of interest and creates an additional vehicular and pedestrian point of conflict with the use of an unnecessary driveway.

6. **Appropriate measures are taken to secure and protect the public health, safety, and general welfare.**

   Appropriate measures were not taken to secure the public health, safety or general welfare as the parking lot was constructed without building permits and/or review by the traffic division of Public Works. If approved, staff has added recommended Conditions of Approval to protect the general welfare of the public.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/21/16	A Code Enforcement case (CE-168691) was reported for trash and vagrancy on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 02/22/16.
07/13/16	A Code Enforcement case (CE-162565) was reported for trash and vagrancy on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 08/11/16.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/11/17	A Code Enforcement case (CE-180562) was reported for trash and vagrancy on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 08/08/17.
02/08/18	A Code Enforcement case (CE-186020) was reported for graffiti on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 07/19/18.
07/23/18	A Code Enforcement case (CE-191385) was reported for graffiti and debris on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 01/02/19.
03/11/19	A Code Enforcement case (CE-197152) was reported for unpermitted paving of a vacant lot on Charleston Boulevard, east of Prince Lane. The case is open pending the outcome of this Site Development Plan Review request.
01/14/20	The Planning Commission unanimously voted to recommend DENIAL on a request for a Siet Development Plan Review (SDR-77943) FOR A PROPOSED 9,750 SQUARE-FOOT PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.22 acres on the north side of Charleston Boulevard approximately 330 feet west of Moonlight Drive (APN 140-31-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-77713].
02/19/20	The City Council unanimously voted to HOLD IN ABEYANCE a request for a Siet Development Plan Review (SDR-77943) FOR A PROPOSED 9,750 SQUARE-FOOT PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.22 acres on the north side of Charleston Boulevard approximately 330 feet west of Moonlight Drive (APN 140-31-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-77713].

Most Recent Change of Ownership	
09/23/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no relevant building permits or business licenses.

Pre-Application Meeting	
09/14/19	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Site Development Plan Review.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
11/26/19	A routine field check was conducted by staff; nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	0.22

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Clark County – General Retail	Clark County – CG (Commercial General)	Clark County – C-2 (General Commercial)
	Clark County – Financial Institution, General		
East	Office, Medical or Dental	SC (Service Commercial)	C-1 (Limited Commercial)
West			

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

AS

DEVELOPMENT STANDARDS

Pursuant to 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	4 Trees	0 Trees	N*
• South	1 Tree / 20 Linear Feet	2 Trees	0 Trees	N*
• East	1 Tree / 20 Linear Feet	8 Trees	0 Trees	N*
• West	1 Tree / 20 Linear Feet	8 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**22 Trees**	**0 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	5 Trees	0 Trees	N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N*
• South	15 Feet		0 Feet	N*
• East	8 Feet		0 Feet	N*
• West	8 Feet		0 Feet	N*

**The applicant is requesting a Waiver of the perimeter landscape buffer requirements.*
***The applicant is requesting an Exception of the parking lot tree requirements.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Title 19.04 Complete Streets	104	Y

AS

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	
Parking Lot	N/A	N/A	N/A				
TOTAL SPACES REQUIRED			N/A		27		N/A
Regular and Handicap Spaces Required			N/A	N/A	27	0	N/A

Waivers		
Requirement	***Request***	***Staff Recommendation***
Landscape buffers adjacent to the right-of-way must be 15' in width.	To allow a zero-foot landscape buffer adjacent to the southern property line.	Denial
Landscape buffers adjacent to interior lot lines must be eight feet in width.	To allow a zero-foot landscape buffer adjacent to the western property line.	Denial
	To allow a zero-foot landscape buffer adjacent to the northern property line.	Denial
	To allow a zero-foot landscape buffer adjacent to the eastern property line.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One tree shall be planted for every six uncovered parking spaces.	To allow zero trees where five are required.	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Site Development Plan Review

Project Address (Location) N/A

Project Name Wee Care Pediatrics Parking Lot **Proposed Use** Parking Lot

Assessor's Parcel #(s) 140-31-802-004 **Ward #** _____

General Plan: Existing ✓ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner Lap Investments, LLC Contact Aitien Chau

Address 19 Stone Pine Dr. City Newport Coast State CA Zip 92657

E-mail aitienchau@yahoo.com Phone (702) 606-2227

Applicant same as above Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

Representative same as above Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____ 11/18/19

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

SEE ATTACHED JURAT

Print Name Aitien Chau

Subscribed and sworn before me

This _____ day of _____, 20 _____

_____

Notary Public in and for said County and State

PRJ-77713
12/04/19

California Jurat Certificate

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

State of California

County of Orange } S.S.

Subscribed and sworn to (or affirmed) before me on this 18th day of November (Month),

20 19, by Aitien Chau (Name of Signer (1)) and

_____ (Name of Signer (2)), proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Daniela Chavez
Signature of Notary Public

DANIELA CHAVEZ
COMM...2300791
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. August 9, 2023

For other required information (Notary Name, Commission No. etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Department of Planning Application / Petition Form & Statement of Financial Interest

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:

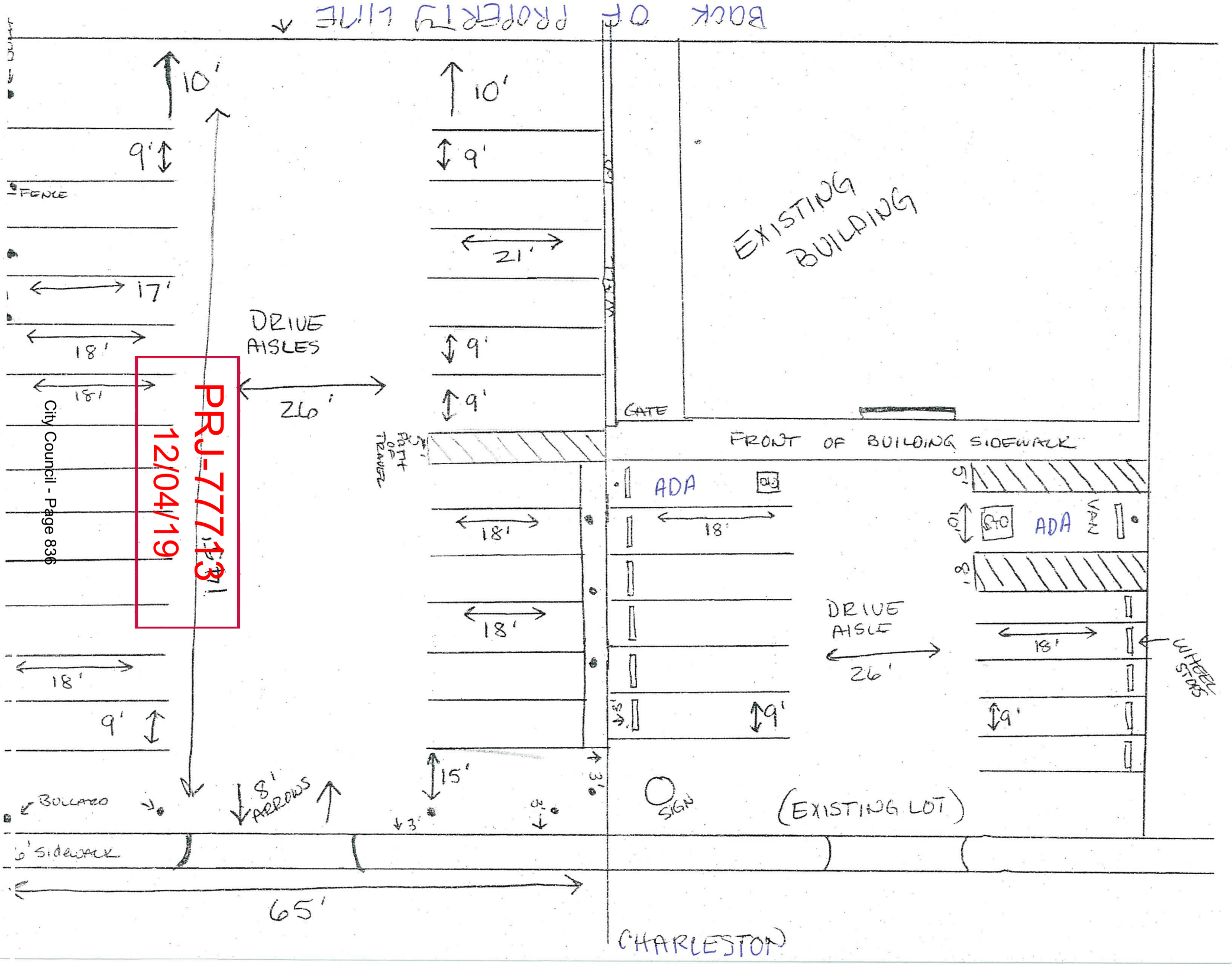
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

PRJ-77713
12/04/19


BACK OF PROPERTY LINE
10'
9'
FENCE
17'
18'
18'
DRIVE AISLES
26'
10'
9'
21'
9'
9'
EXISTING BUILDING
GATE
FRONT OF BUILDING SIDEWALK
PATH OF TRAVEL
ADA
18'
18'
18'
DRIVE AISLE
26'
ADA VAN
18'
WHEEL STOPS
9'
9'
18'
BOLLARD
8' ARROWS
15'
3'
3'
SIGN
(EXISTING LOT)
6' SIDEWALK
65'
CHARLESTON
PRJ-777131
12/04/19

PRJ-77713
12/04/19

SCANNER
ODYSSEY APPS



SDR-77943 [PRJ-77713] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LAP INVESTMENT, LLC NORTH SIDE OF CHARLESTON BOULEVARD WEST OF MOONLIGHT DRIVE

11/26/19



SDR-77943 [PRJ-77713] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LAP INVESTMENT, LLC
NORTH SIDE OF CHARLESTON BOULEVARD WEST OF MOONLIGHT DRIVE

11/26/19



SDR-77943 [PRJ-77713] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LAP INVESTMENT, LLC
NORTH SIDE OF CHARLESTON BOULEVARD WEST OF MOONLIGHT DRIVE

11/26/19

JUSTIFICATION LETTER

October 20, 2019

To Whom it May Concern,

My name is Aitien Chau and I am writing this Justication letter in order to obtain a pre- application meeting with the city to review my request to permit an off-site parking on parcel 140-31-802-004 for parcel 140-31-802-005 which is a commercial building located on 4236 E. Charleston Blvd., Las Vegas, NV, 89104. My husband, Hai Xa, and I are both owners of both parcels.

We are requesting to have this off-site parking permitted because there are not enough parking spaces for a professional medical offices' doctors, staff, and patients. As of right now, there are only 12 parking lot stalls at 4236 E. Charleston. The amount of parking spaces will not be sufficient to accommodate the volume of patients at the medical facility.

We had initially hired a professional paving company called Precision Paving Company at 4075 E, Patrick Ln., Las Vegas, NV 89120. We thought that they did their due diligence in finding out the city's requirements on constructing an off-site parking lot, however, we found out that this wasn't done when Nick Gonzalez from City Code Enforcement came to the medical office.

We are owners of both the properties for parcel 140-31-802-004 and 140-802-005. We are asking for a waiver (SDR) of perimeter buffer studs and an exception to parking lot landscaping. There are 25 parking spaces on Parcel 140-31-802-004 and 10 parking spaces on 140-802-005 where the existing building is with 2 ADA spots.

We wanted to construct this parking lot in order to promote business and beautify the area for our tenant and the tenants around the area. We have had some issues with graffiti and vagrancy for the vacant lot over the past few years so this parking lot has resolved these issues after it's completion.

Best Regards,

Aitien Chau

Owner/ Managing Member

PRJ-77713
12/04/19

Hi Alex,

Please submit my request in for an abeyance until May 6. We live in two states and will be needing the extra time to work with the asphalt company to try to fix the problem. Thank you for your help and for your understanding. Please let me know if there are any problems.

Sincerely,

Aitien

Submitted after Final Agenda
AGENDA ITEM #92 - SDR-77943 [PRJ-77713]
RECEIVED 02.11.20

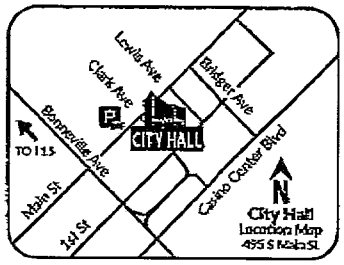
RECEIVED
CITY CLERK

2020 FEB 10 P 5:44

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-77943 [PRJ-77713]
City Council Meeting of **02/19/2020**

PRJ-77713
14031802003
M S R CHARLESTON PROPERTY PARTNE
4230 E CHARLESTON BLVD
LAS VEGAS NV 89104

We own two parcels. We have sent cards back for both parcels.

89 LADFNP1 89104

Submitted after final agenda
Item 92

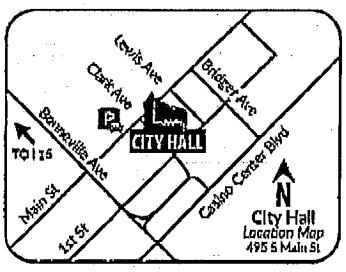
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2020 FEB 10 P 4:43

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.

SDR-77943 [PRJ-77713]
City Council Meeting of **02/19/2020**

PRJ-77713
14031802002
M S R CHARLESTON PROPERTY PARTNE
4230 E CHARLESTON BLVD
LAS VEGAS NV 89104

From: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Sent: Tuesday, May 5, 2020 11:40 AM
To: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>; Peter Lowenstein <plowenstein@LasVegasNevada.GOV>; Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Cc: Olivia Diaz <odiaz@lasvegasnevada.gov>; Anastacio Del Real <adelreal@LasVegasNevada.GOV>
Subject: Fwd: 4236 E Charleston

FYI on the below email just received. Please let us know if we can honor the request for an abeyance to May 20.

Thank you,

Ydoleena Yturralde
Special Assistant to Councilwoman Olivia Diaz
Office of City Council
Office: 702-229-2359 | Cell: 702-882-0715
yyturralde@lasvegasnevada.gov
495 S. Main St. | Las Vegas, NV 89101
lasvegasnevada.gov/ward3

Begin forwarded message:

From: Denice Bassett <denicebassett@yahoo.com>
Date: May 5, 2020 at 11:37:53 AM PDT
To: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Subject: 4236 E Charleston
Reply-To: Denice Bassett <denicebassett@yahoo.com>

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 Morning,

I am writing to request a two week abeyance so that I can contact the water district and revise the previous plan for the landscaping of the lot.

Thank you for your time,

Denice Bassett

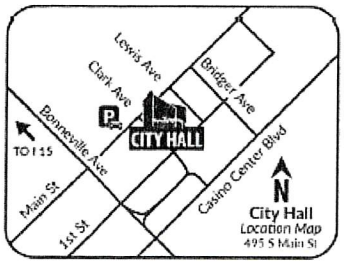
Submitted after final agenda
Date 5/5/20 Item 149

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or 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.

SDR-77943 [PRJ-77713]
Planning Commission Meeting of **01/14/2020**

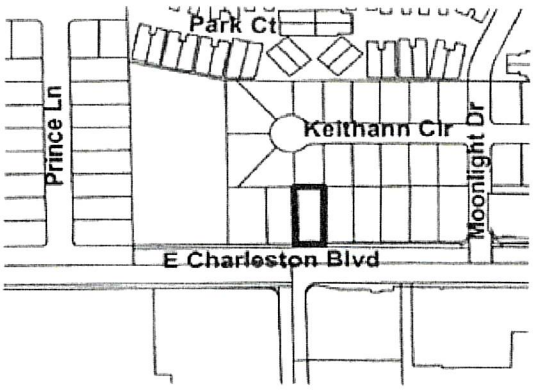
PRJ-77713
14031815043
KAPLAR MARC JOSEPH
4256 HAMPSHIRE GREEN CT
LAS VEGAS NV 89110

Application Information

SDR-77943 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LAP INVESTMENT, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 9,750 SQUARE-FOOT PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.22 acres on the north side of Charleston Boulevard approximately 330 feet west of Moonlight Drive (APN 140-31-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-77713].

The above stated lot has already been paved, Parking spots painted and is being used daily. How does someone apply for a permit "AFTER" the construction has already been completed?

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***01/14/2020***
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

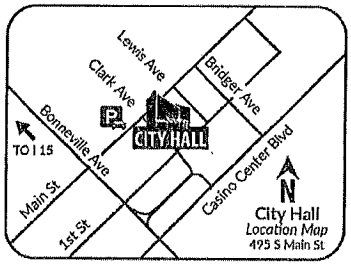
Submitted after final agenda

STP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 07 2020
Dept of Planning
City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-77943 [PRJ-77713]
Planning Commission Meeting of **01/14/2020**

PRJ-77713
14031816008
CURTICE DAVID H
4315 DEVLIN GREEN CT
LAS VEGAS NV 89110-4506

103 LRDFNP1 89110

57A

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
50

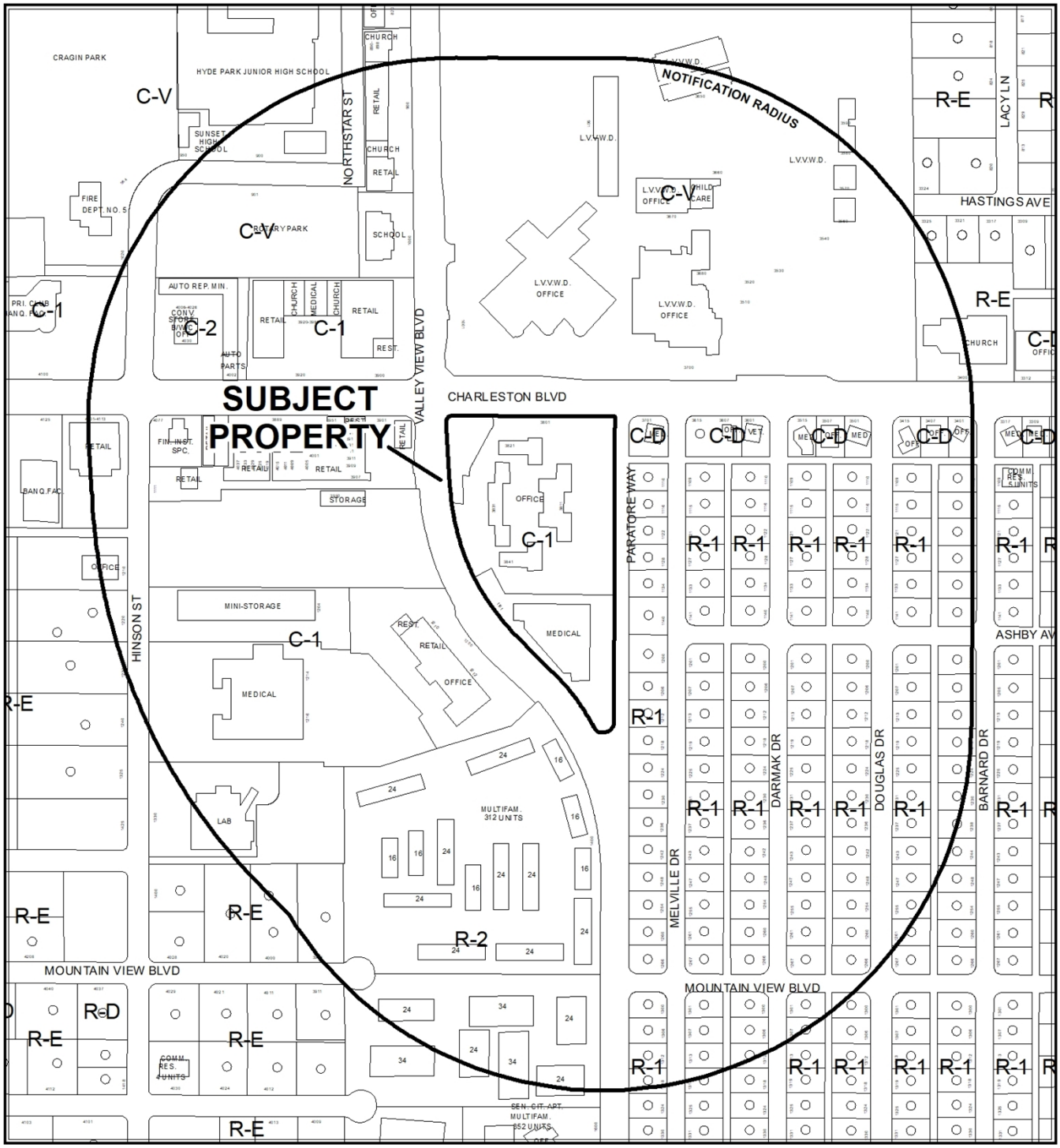
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SDR-78245 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 3,855 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED AND TO ALLOW A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS on 0.43 acres at 3801 West Charleston Boulevard (APN 162-06-501-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78111]. The Planning Commission (6-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	9	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest Postcards
7. Backup Submitted from the April 15, 2020 City Council Meeting
8. Backup Submitted for the March 10, 2020 Planning Commission Meeting



CASE: **SDR-78245 (PRJ-78111)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 320 640 Feet

CASE: **SDR-78245 (PRJ-78111)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
SDR-78245	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 181 (By City Clerk)

PROTESTS 1

APPROVALS 0

CS

**** CONDITIONS ****

SDR-78245 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 01/16/20, except as amended by conditions herein.

3. A Waiver from Title 19.08.040 is hereby approved, to allow the proposed building to not orient to the corner where such is required.

4. A Waiver from Title 19.08.070 is hereby approved, to allow a six-foot landscape buffer width along a portion of the west property line where 15 feet is required.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

8. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Prior to the issuance of any permits, dedicate, but do not construct, a portion of a bus turnout on Charleston Boulevard as required by the City Traffic Engineer.

11. The sidewalk along Charleston Boulevard and Valley View Boulevard adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

12. This site shall connect to the public sewer in Charleston Boulevard.

13. Landscape and maintain all unimproved right-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. 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 include a pedestrian circulation/access plan to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks. 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.

15. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review to allow a 3,855 square-foot commercial building with a drive through at 3801 West Charleston Boulevard.

ISSUES

- A Waiver from Title 19.08.040 development standards has been requested to not orient the building to the corner where such is required. Staff does not support the request.
- A Waiver from Title 19.08.070 development standards has been requested to allow a six-foot landscape buffer along a portion of the west property line where 15 feet is required. Staff does not support the request.

ANALYSIS

The subject site has a zoning designation of C-1 (Limited Commercial) and abuts a property currently developed with an 85,622 square-foot office complex and two-story parking garage. The applicant proposes to construct a 3,855 square-foot commercial building with a Drive Through. The submitted floor plan depicts two 1,025 square-foot tenant spaces to be utilized for a general commercial use and a 1,805 square-foot tenant space to be utilized as a Restaurant with Drive Through. Per the submitted justification letter, the intended tenant for the Restaurant with Drive Through is Dunkin Donuts. The proposed Drive-Through is listed as a conditional land use in the C-1 (Limited Commercial) zoning district.

Drive Through Conditional Use Regulations:

1. A single-station drive-through shall have a stacking lane that will accommodate a minimum of six vehicles, including the vehicle at the station. A multiple-station drive-through shall have stacking lanes that will accommodate a minimum of three vehicles per station, including the vehicle at that station.

The submitted site plan indicates that the proposed drive through will be a single station drive-through and will provide stacking lanes which will accommodate eight vehicles.

2. The drive-through shall be screened in accordance with LVMC 19.08.040(F).

The submitted landscaping plan indicates that the proposed development will provide additional landscaping materials within the existing landscape buffers as previously approved through Plot Plan Review (Z-0103-87). A total of 18 24-inch box trees and a large variety of shrubs are proposed within the landscape buffers. Staff finds this is adequate to provide thorough screening of the proposed drive through. In addition, there is also an existing retaining wall along the perimeter which will remain.

Title 19 requires proposed buildings on corner lots to be oriented to the corner and to the street fronts in order to maintain a strong street edge. The applicant requests to set the proposed building back away from the minimum building setback line in order to keep the existing parking adjacent to the north property line. The proposed single lane drive through encroaches into the existing west landscape buffer for which a Wavier has been requested. Staff does not support the request.

While a commercial use is appropriate for the subject site, the proposed development as designed is not compatible and harmonious with the surrounding and future land development in the area. This is evidenced by the requested associated Waivers regarding building orientation and landscape buffer requirements. Therefore, staff recommends denial of the requested Site Development Plan Review. If approved, the entitlement will be subject to conditions.

FINDINGS (SDR-78245)

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;**

   As evidenced by the associated Waiver requests, the proposed development is not compatible with the adjacent development and 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;**

   This project is consistent with the General Plan and the uses allowed in the C-1 (Limited Commercial) zoning district. However, the proposed development fails to meet Title 19 requirements regarding building orientation and landscape buffer width requirements.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Charleston Boulevard, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials consists of brick veneer and stucco which are compatible with the existing office development at the subject site. The proposed landscape materials adhere to the Southern Nevada Regional Plant list recommendations.

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 submitted building elevations are consistent with the desert environment and surrounding commercial land uses.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
10/04/89	The City Council approved Plot Plan Review (Z-0103-87) to allow an office complex on property located on the southeast corner of Charleston Boulevard. The Planning Commission recommended approval.
03/10/20	The Planning Commission unanimously voted to recommend DENIAL on a request for a Site Development Plan Review (SDR-78245) FOR A PROPOSED 3,855 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED AND TO ALLOW A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS on 0.43 acres at 3801 West Charleston Boulevard (APN 162-06-501-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78111].

Most Recent Change of Ownership	
10/18/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/23/14	Business License (#G62-07897) was issued for a Law Firm use at 3821 West Charleston Boulevard. The license remains active.
05/24/16	Business License (#G64-03002) was issued for a Mortgage Broker use at 3841 West Charleston Boulevard. The license remains active.
07/29/18	Business License (#G66-04743) was issued for a Counseling Services use at 3811 West Charleston Boulevard. The license remains active.
04/09/19	Business License (#G67-02338) was issued for a Therapist Office use at 3811 West Charleston Boulevard. The license remains active.

Pre-Application Meeting	
12/18/19	Staff held a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Site Development Plan Review.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
01/30/20	Planning Staff conducted a routine field check and found a vacant lot, currently utilized for parking with existing perimeter landscaping. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	0.43

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office, Other than Listed	PF (Public Facilities)	C-V (Civic)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Surrounding Property	Existing Land Use Per Title 19.12	Planned or Special Land Use Designation	Existing Zoning District
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Rancho Charleston Land Use Study	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	10 Feet	69 Feet	Y
• Corner	10 Feet	22 Feet	Y
Max. Lot Coverage	50 %	21 %	Y
Max. Building Height	N/A	22 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.08 and Plot Plan Review (Z-0103-87), the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • West	 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet	 6 Trees 12 Trees	 6 Trees 12 Trees	 Y Y
TOTAL PERIMETER TREES		**18 Trees**	**18 Trees**	**Y**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • West	 15 Feet 15 Feet		 15 Feet 6 Feet	 N N*

*A Waiver is requested to allow a reduced landscape buffer width along a portion of the west property line.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Planned Streets and Highways Map	100	Y
Valley View Boulevard	Collector	Planned Streets and Highways Map	80	Y

Pursuant to Title 19.08, 19.12 and Plot Plan Review (Z-0103-87), the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	89,477 SF	1:250 SF	358				
TOTAL SPACES REQUIRED			358		436		Y
Regular and Handicap Spaces Required			349	9	414	22	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Buildings on corner lots should be oriented to the corner and to the street fronts.	To not orient the proposed buildings to the corner where such is required.	Denial
Provide 15-foot landscape buffer width adjacent to the right-of-way.	To allow a six-foot landscape buffer width along a portion of the west property line.	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

Project Address (Location) 3801 W CHARLESTON BLVD NV 89102

Project Name RETAILBUILDING WITH DRIVE THROUGH **Proposed Use** _____

Assessor's Parcel #(s) 162-06-501-001 **Ward #** _____

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C1 Proposed _____

Additional Information _____

Property Owner CVV LLC C/O MDL GROUP Contact _____

Address 5960 S JONES BLVD. City LAS VEGAS State NV Zip 89118

E-mail _____ Phone _____

Applicant MO CONSTRUCTION LLC Contact MEHDI

Address 1651 BELLCASTRO STREET City LAS VEGAS State NV Zip 89117

E-mail MOCONSTRUCTIONLLC@GMAIL.COM Phone (702) 286-5700

Representative RAVIN NATHAN Contact _____

Address 10117 OCICAT AVENUE City LAS VEGAS State NV Zip 89166

E-mail RVNNATHAN@YAHOO.COM Phone (702) 245-8690

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 Grant Carpenter, Manager

Subscribed and sworn before me

This _____ day of _____, 20 _____

Notary Public in and for said County and State

See attached California All-Purpose Certificate of Acknowledgment

PRJ-78111
01/16/20

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On January 15, 2020 before me, Berta Hakimi Negari,
(Here insert name and title of the officer)

personally appeared Grant Carpenter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BERTA HAKIMI NEGARI
Notary Public - California
Los Angeles County
Commission # 2240771
My Comm. Expires May 29, 2022

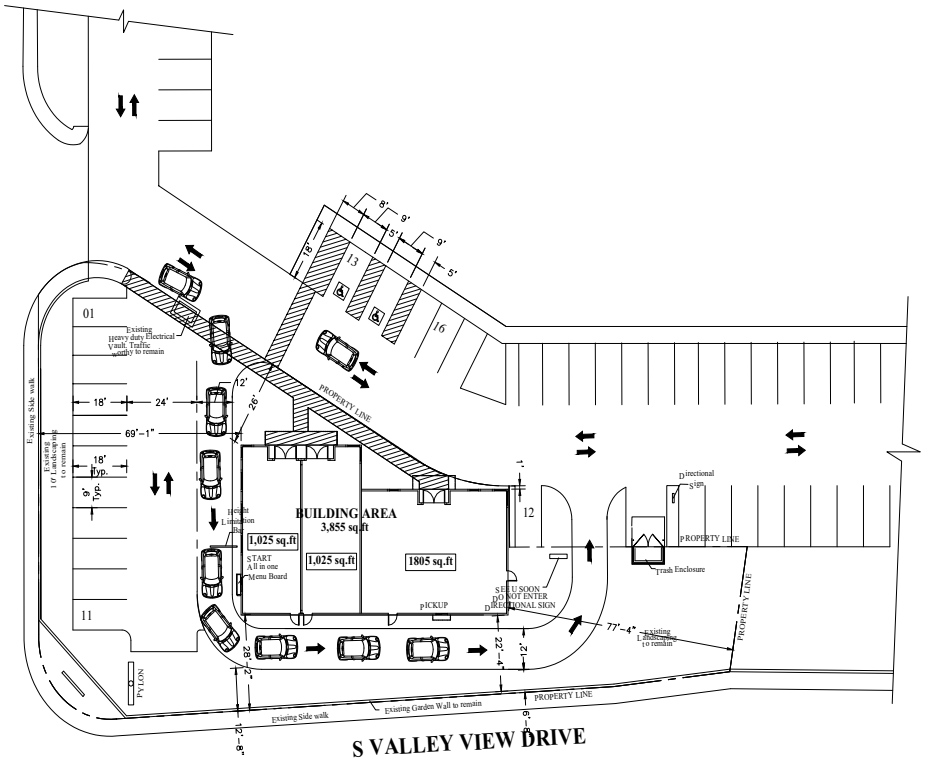
PRJ-78111
01/16/20



AERIAL VIEW

C1

W CHARLESTON BLVD.

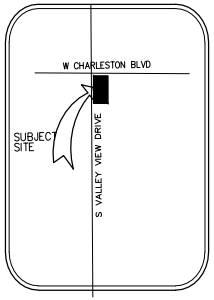


C1

CONCEPTUAL SITE PLAN

(SCALE: 1"-20'-0")

VICINITY MAP



PROJECT/PROPERTY INFORMATION:

JURIDICTION: CITY OF LAS VEGAS
EXISTING ZONING C1
PROPOSED ZONING C1

APN# 162-06-501-001

GROSS AREA= 0.43 ACRES

PROPERTY ADDRESS:
3801 W CHARLESTON BLVD
LAS VEGAS NV 89

OWNER:
CVVLLC
5960 S JONES BLVD
LAS VEGAS NV 89118

BUILDING SETBACK:

	REQUIRED	PROVIDED
FRONT SETBACK	10'	12.5'(Ave)
REAR SETBACK	20'	25' (Ave)
LEFT SETBACK	10'	34'
RIGHT SETBACK	10'	40' (Ave)

CODE USED – 2018 I.B.C., U.P.C., U.M.C., U.F.C. 2017 NEC ANSI 2009

TYPE OF CONSTRUCTION: V-B
OCCUPANCY: B
FIRE PROTECTION: NO FIRE SPRINKLERS

BUILDING HEIGHT:
BUILDING HEIGHT = 20'-4" / SINGLE STORY
BUILDING FLOOR AREA = 3,855 SQ.FT

PARKING ANALYSIS:
REQUIRED PARKING= 4000/250 = 16
HC ACCESSIBLE = 1
HC VAN ACCESSIBLE = 1
REGULAR PARKING = 14

TOTAL PARKING SPACES PROVIDED =16

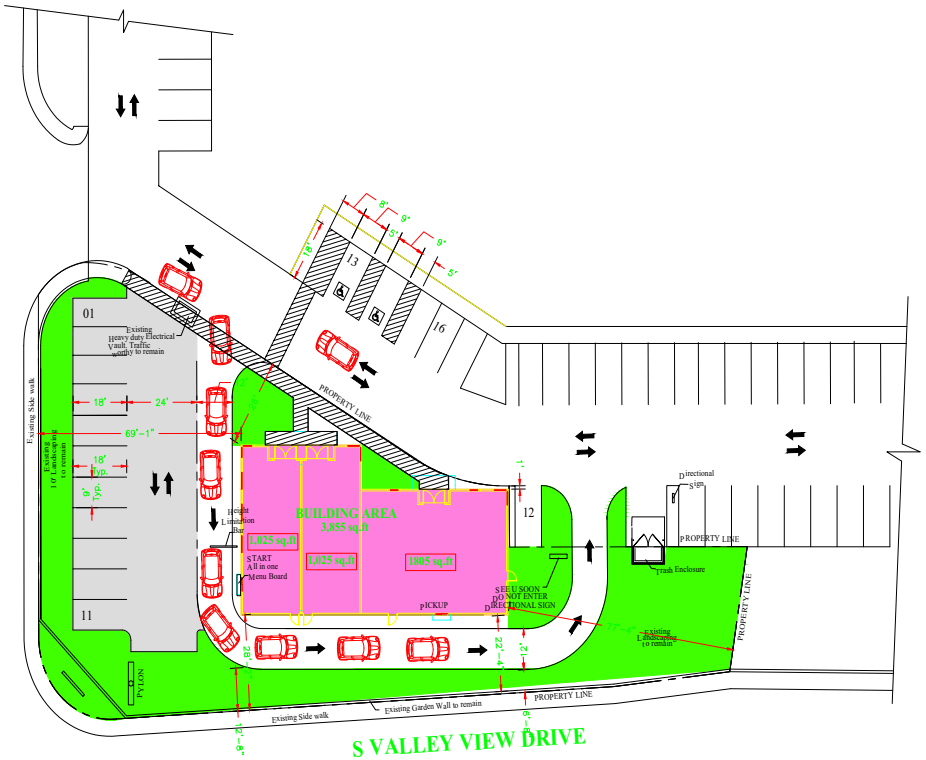
ADJOINING LOT IS OWNED BY THE SAME OWNER
AREA OF OFFICE SPACE IN 5 BUILDING = 85,622 S.F.
REQUIRED PARKING SPACES = 85622/250=343
TOTAL PARKING SPACES REQUIRED =16+343 = 359
PARKING SPACES PROVIDED =436
(INCLUDED IN 2 STORY PARKING STRUCTURE)

PROPOSED RETAIL BUILDING @ 3801 W CHARLESTON BLVD	
CONTRACTOR:	W.O.C CONSTRUCTION LLC
NCL#: 71404	TEL: (702) 286-5700 DATE: 01/16/20
DRAWING NAME:	CONCEPTUAL SITE PLAN
DRAWN BY: RVN	TEL: (702) 245-8690 DRG.NUM: A0

PRJ-7811
01/16/20



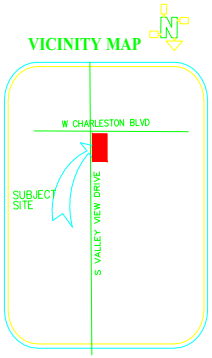
AERIAL VIEW



CONCEPTUAL SITE PLAN

(SCALE: 1"-20'-0")

VICINITY MAP



PROJECT/PROPERTY INFORMATION:

JURIDICTION: CITY OF LAS VEGAS
EXISTING ZONING C1
PROPOSED ZONING C1

APN# 162-06-501-001

GROSS AREA= 0.43 ACRES

PROPERTY ADDRESS:
3801 W CHARLESTON BLVD
LAS VEGAS NV 89

OWNER:
CVVLLC
5960 S JONES BLVD
LAS VEGAS NV 89118

BUILDING SETBACK:

	REQUIRED	PROVIDED
FRONT SETBACK	10'	12.5'(Ave)
REAR SETBACK	20'	25' (Ave)
LEFT SETBACK	10'	34'
RIGHT SETBACK	10'	40' (Ave)

CODE USED – 2018 I.B.C., U.P.C., U.M.C., U.F.C. 2017 NEC ANSI 2009

TYPE OF CONSTRUCTION: V-B
OCCUPANCY: B
FIRE PROTECTION: NO FIRE SPRINKLERS

BUILDING HEIGHT:
BUILDING HEIGHT = 20'-4" / SINGLE STORY
BUILDING FLOOR AREA = 3,855 SQ.FT

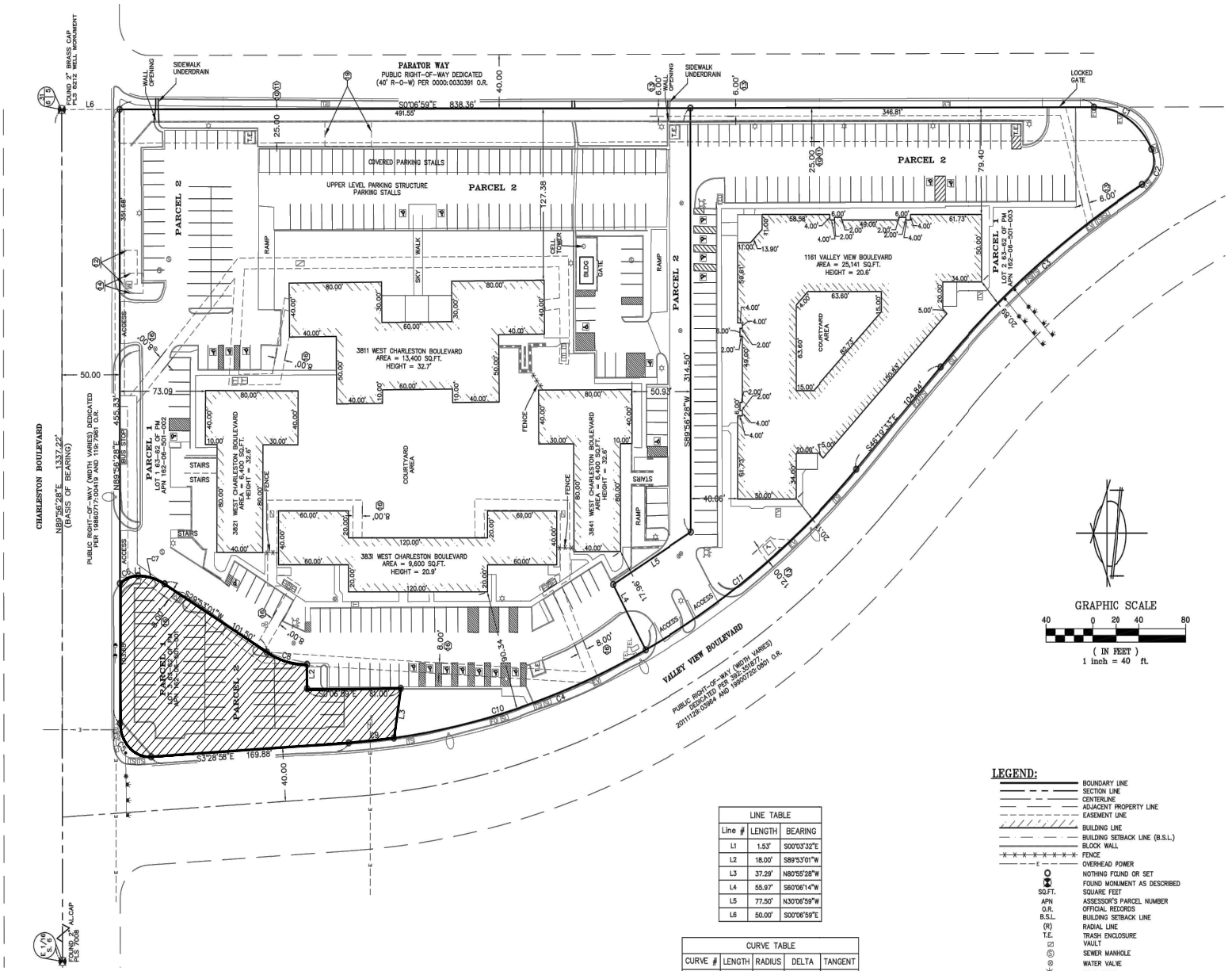
PARKING ANALYSIS:
REQUIRED PARKING= 4000/250 = 16
HC ACCESSIBLE = 1
HC VAN ACCESSIBLE = 1
REGULAR PARKING = 14

TOTAL PARKING SPACES PROVIDED =16

ADJOINING LOT IS OWNED BY THE SAME OWNER
AREA OF OFFICE SPACE IN 5 BUILDING = 85,622 S.F.
REQUIRED PARKING SPACES = 85622/250=343
TOTAL PARKING SPACES REQUIRED =16+343 = 359
PARKING SPACES PROVIDED =436
(INCLUDED IN 2 STORY PARKING STRUCTURE)

PROPOSED RETAIL BUILDING
@ 3801 W CHARLESTON BLVD
CONTRACTOR: M.O.C CONSTRUCTION LLC
LIC#: 71404 TEL: (702) 286-5700 DATE: 01/16/20
DRAWING NAME: CONCEPTUAL SITE PLAN
DRAWN BY: RVN TEL: (702) 245-8690 DRG.NUM.: A0

PRJ-78111
01/16/20



LINE TABLE		
Line #	LENGTH	BEARING
L1	1.53'	S00°03'32"E
L2	18.00'	S89°53'01"W
L3	37.29'	N80°55'28"W
L4	55.97'	S60°06'14"W
L5	77.50'	N30°06'59"W
L6	50.00'	S00°06'59"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	61.97'	55.34'	064°09'49"	34.69'
C2	30.17'	20.00'	086°25'01"	18.79'
C3	221.25'	755.00'	016°47'26"	111.42'
C4	493.52'	660.00'	042°50'35"	258.94'
C5	40.76'	25.00'	093°25'26"	26.54'
C6	15.51'	20.00'	044°25'50"	8.17'
C7	23.56'	45.00'	030°00'00"	12.06'
C8	36.13'	69.00'	030°00'00"	18.49'
C9	39.69'	660.00'	003°26'43"	19.85'
C10	227.45'	660.00'	019°44'42"	114.86'
C11	226.38'	660.00'	019°39'08"	114.31'

LEGEND:

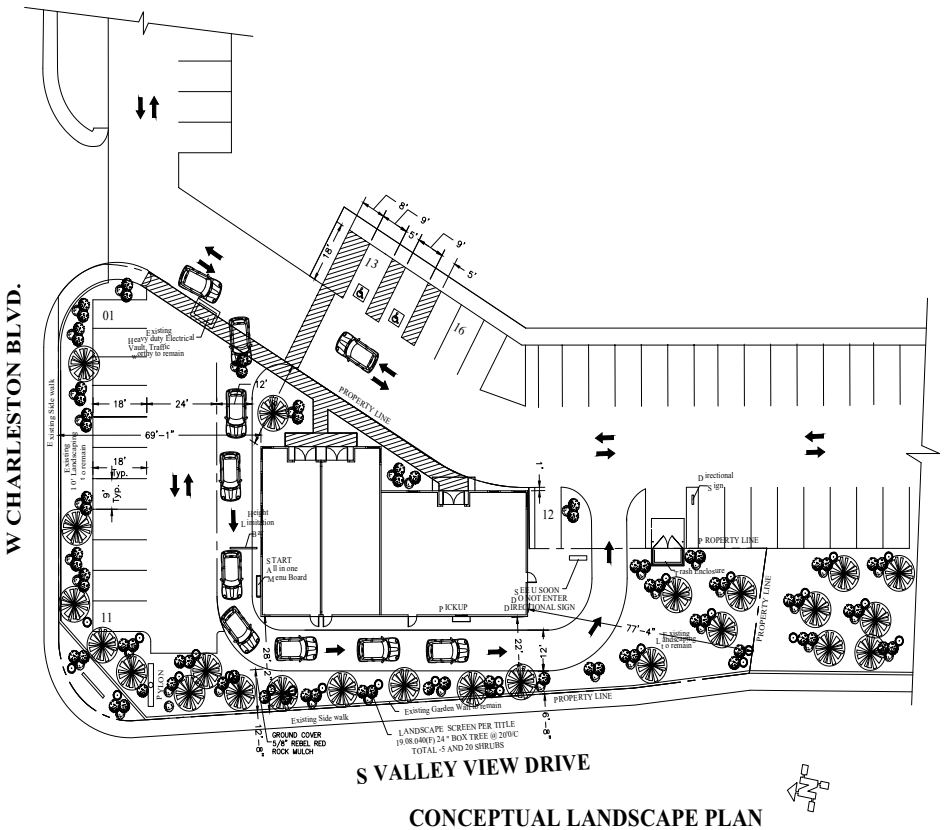
- BOUNDARY LINE
- SECTION LINE
- CENTERLINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- BUILDING LINE
- BUILDING SETBACK LINE (B.S.L.)
- BLOCK WALL
- FENCE
- OVERHEAD POWER
- NOTHING FOUND OR SET
- FOUND MONUMENT AS DESCRIBED
- SQ.FT. SQUARE FEET
- APN ASSESSOR'S PARCEL NUMBER
- O.R. OFFICIAL RECORDS
- B.S.L. BUILDING SETBACK LINE
- (R) RADIAL LINE
- T.E. TRASH ENCLOSURE
- VAULT
- SEWER MANHOLE
- WATER VALVE
- AREA LIGHT
- HANDICAP PARKING
- FIRE HYDRANT
- STREET LIGHT
- TELEPHONE BOX
- STREET LIGHT BOX
- TRAFFIC SIGNAL BOX
- TV BOX
- FIBER OPTIC BOX
- ELECTRIC BOX
- TRANSFORMER
- ELECTRIC VAULT
- ANCHOR
- CLEAN OUT
- OVERHEAD POWER

PROPOSED RETAIL BUILDING
@ 3801 W CHARLESTON BLVD

CONTRACTOR: W.O. CONSTRUCTION LLC
NCL#: 71404 TEL: (702) 286-5700 DATE: 11/25/19

PRJ-78111
01/6/20

DRAWING NAME: OVERALL SITE PLAN
DRAWN BY: RVN TEL: (702) 245-8690 DRG.NUM: A0.1



CONCEPTUAL LANDSCAPE PLAN

(SCALE: 1"-20'-0")

LANDSCAPE MATERIAL LIST			
SYMBOL	COMMON NAME	SIZE	COUNT
	WEEPING JUNIPER STRAWBERRY TREE BLUE ATLAS CEDAR LEATHER LEAF ARCATIA	48" BOX	
	EUROPEAN HACKBERRY MESA PALO VERDE WESTERN REDBUD LEATHER LEAF ARCATIA	36" BOX	
	ITALIAN STONE PINE MEXICAN SYCAMORE ARIZONA ASH ARIZONA CYPRESS	24" BOX	18
	BOG ROSEMARY DESERT HOLLY BOTTLE BRUSH NATAL PLUM	15 GAL.	
	JASMINE JUNIPER LAVENDER FLANNEL BUSH	5 GAL.	85
	DAY LILY PHOTINIA MOCK ORANGE MAHONIA	1 GAL.	25
	CREAPER / WINE	5 GAL.	58
	CYPRESS	15 GAL.	
	4" REBEL ROCK		
	5/8" GOLD ROCK MULCH		
	5/8" REBEL RED ROCK MULCH		
	REBEL RED ROCK BOULDER		
	KEY STONE		
	CONC. CURB		
	ARTIFICIAL GRASS		
	2'x2' PAVERS		

PROPOSED RETAIL BUILDING
@ 3500 W CHARLESTON BLVD

CONTRACTOR: M.O.CONSTRUCTION LLC

SCLE: 71494 TEL: (702) 286-5706 01/16/20

DRAWING NAME: CONCEPTUA LANDSCAPE PLAN

DRAWN BY: RVN TEL: (702) 245-8690 DRAWING NUM.: LI

PREVIOUS 01/16/20



CONCEPTUAL LANDSCAPE PLAN

(SCALE: 1"-20'-0")

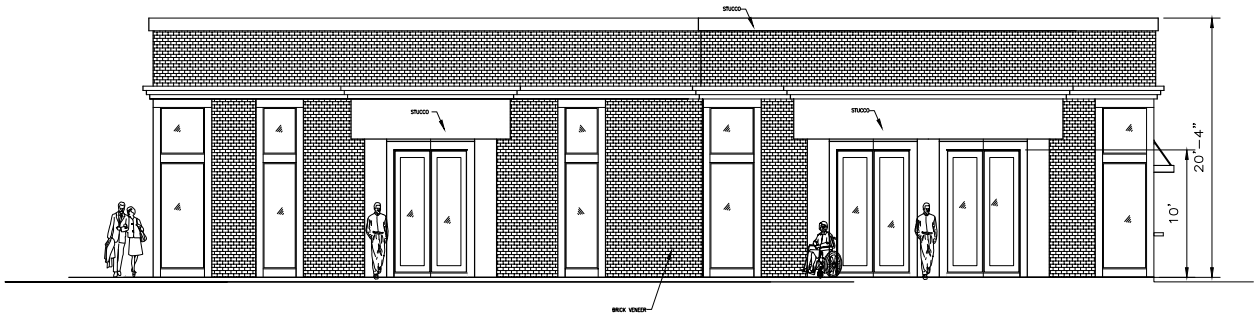
LANDSCAPE MATERIAL LIST

SYMBOL	COMMON NAME	SIZE	COUNT
	WEEPING JUNIPER STRAWBERRY TREE BLUE ATLAS CEDAR LEATHER LEAF ARCATIA	48" BOX	
	EUROPEAN HACKBERRY MESA PALO VERDE WESTERN REDBUD LEATHER LEAF ARCATIA	36" BOX	
	ITALIAN STONE PINE MEXICAN SYCAMORE ARIZONA ASH ARIZONA CYPRESS	24" BOX	18
	BOG ROSEMARY DESERT HOLLY BOTTLE BRUSH NATAL PLUM	15 GAL.	
	JASMINE JUNIPER LAVENDER FLANNEL BUSH	5 GAL.	85
	DAY LILY PHOTINIA MOCK ORANGE MAHONIA	1 GAL.	25
	CREAPER / WINE	5 GAL.	58
	CYPRESS	15 GAL.	
	4" REBEL ROCK		
	5/8" GOLD ROCK MULCH		
	5/8" REBEL RED ROCK MULCH		
	REBEL RED ROCK BOULDER		
	KEY STONE		
	CONC. CURB		
	ARTIFICIAL GRASS		
	2'x2' PAVERS		

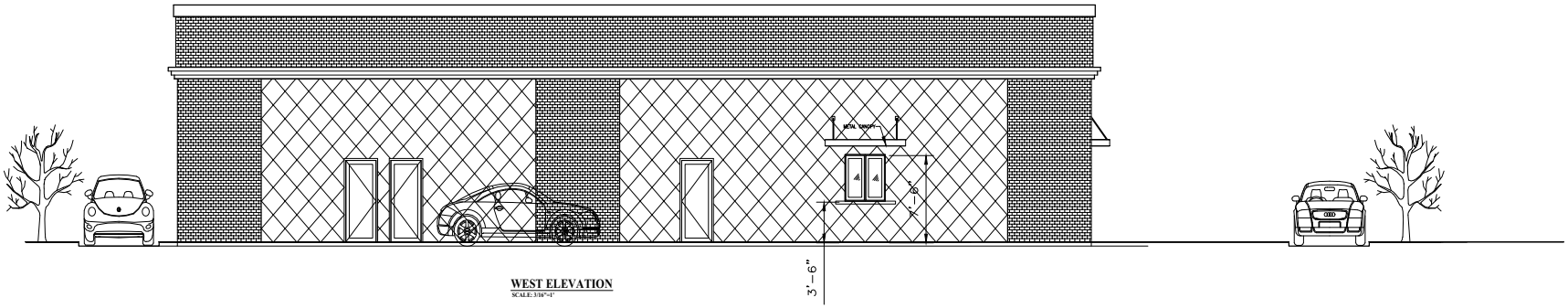
PROPOSED RETAIL BUILDING
@ 380 W CHARLESTON BLVD

PRJ-78119
01/16/20

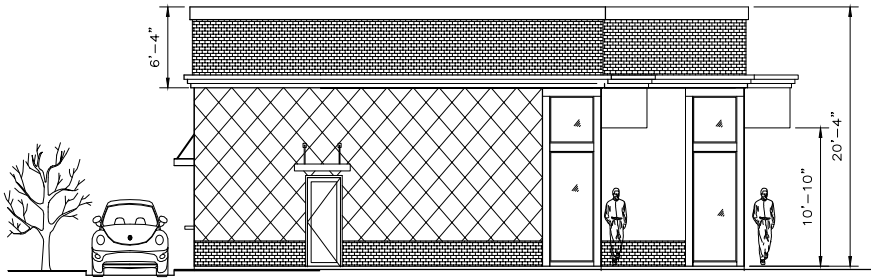
CONTRACTOR:	M.O.CONSTRUCTION LLC		
NCLF: 71494	TEL: (702) 286-5700		01/16/20
DRAWING NAME:	CONCEPTUA LANDSCAPE PLAN		
DRAWN BY: RVN	TEL: (702) 245-8690	DRAWING NUM.: LI	



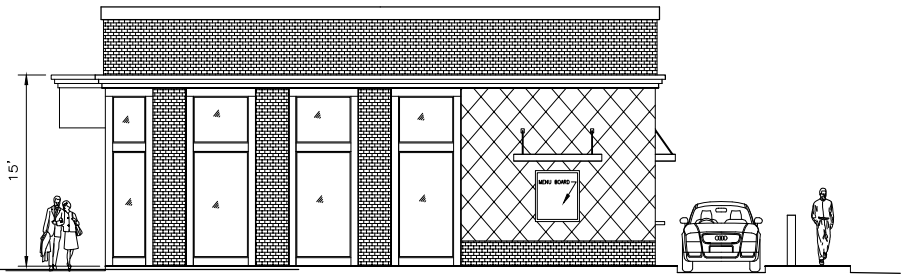
EAST ELEVATION
SCALE: 3/16"=1'



WEST ELEVATION
SCALE: 3/16"=1'



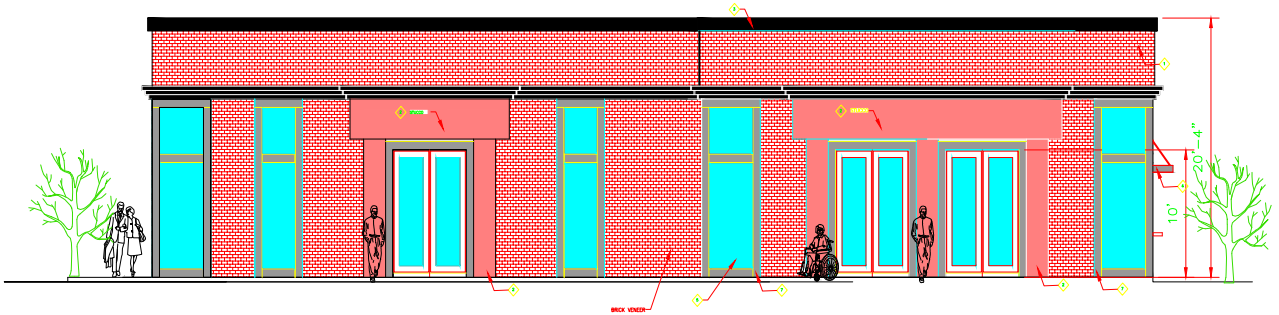
SOUTH ELEVATION
SCALE: 3/16"=1'



NORTH ELEVATION
SCALE: 3/16"=1'

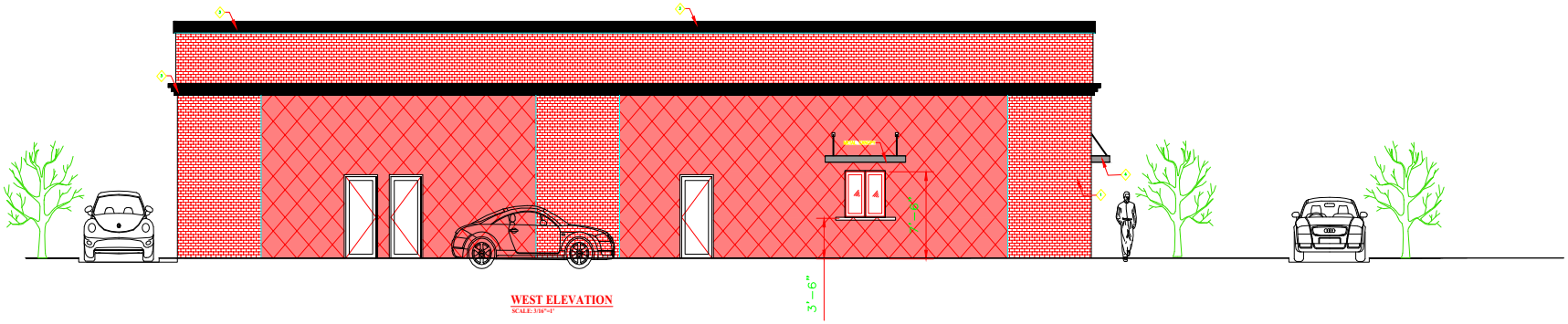
Nevada Licensed Contractor, Lic. # 71494 Authorized Signature Architectural drawings have been signed by a Licensed Nevada Contractor as allowed per NRS 623.320 paragraph 1 (sub paragraph d) and under the provisions of chapter 624 of NRS who provides his own drawings for his own construction activities.	PROPOSED RETAIL BUILDING @ 3800 W CHARLESTON BLVD CONTRACTOR: M.O.CONSTRUCTION LLC SCLE: 71494 TEL: (702) 286-5700 DATE: 01/16/20 DRAWING NAME: BUILDING -A ELEVATIONS DRAWN BY: RVN TEL: (702) 245-8690 DRAWING NUM: A1

PRELIM 01/16/20

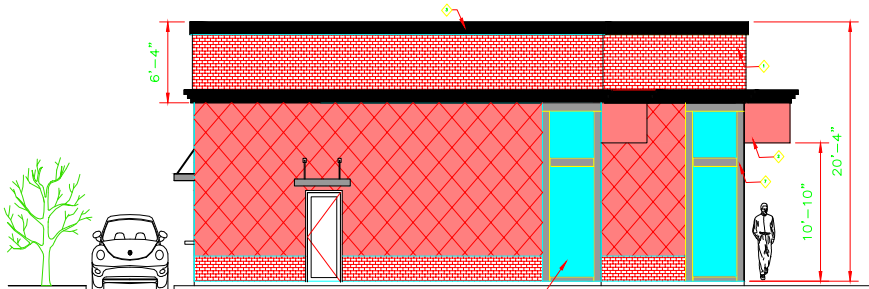


EAST ELEVATION
SCALE: 3/16"=1'

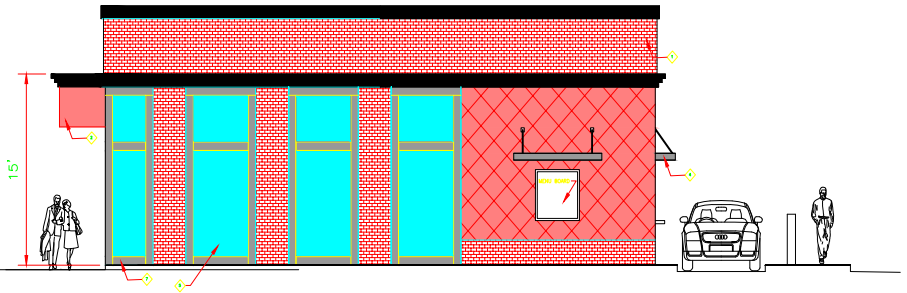
EXTERIOR FINISH MATERIAL & COLOR		
SYMBOL	MATERIAL/COLOR	DESCRIPTION
1		BRICK VENEER
2		STUCCO LA VIDRIA TE AMARGOSO 3/16
3		STUCCO TRIM PAINTED BLACK
4		VERAL SHADOW PAINTED BLACK SHOP
5		SOIL BLACKS
6		ARCHITECTURAL ALUMINUM FRAME DISPLAYED WIDE
7		
8		
9		



WEST ELEVATION
SCALE: 3/16"=1'



SOUTH ELEVATION
SCALE: 3/16"=1'

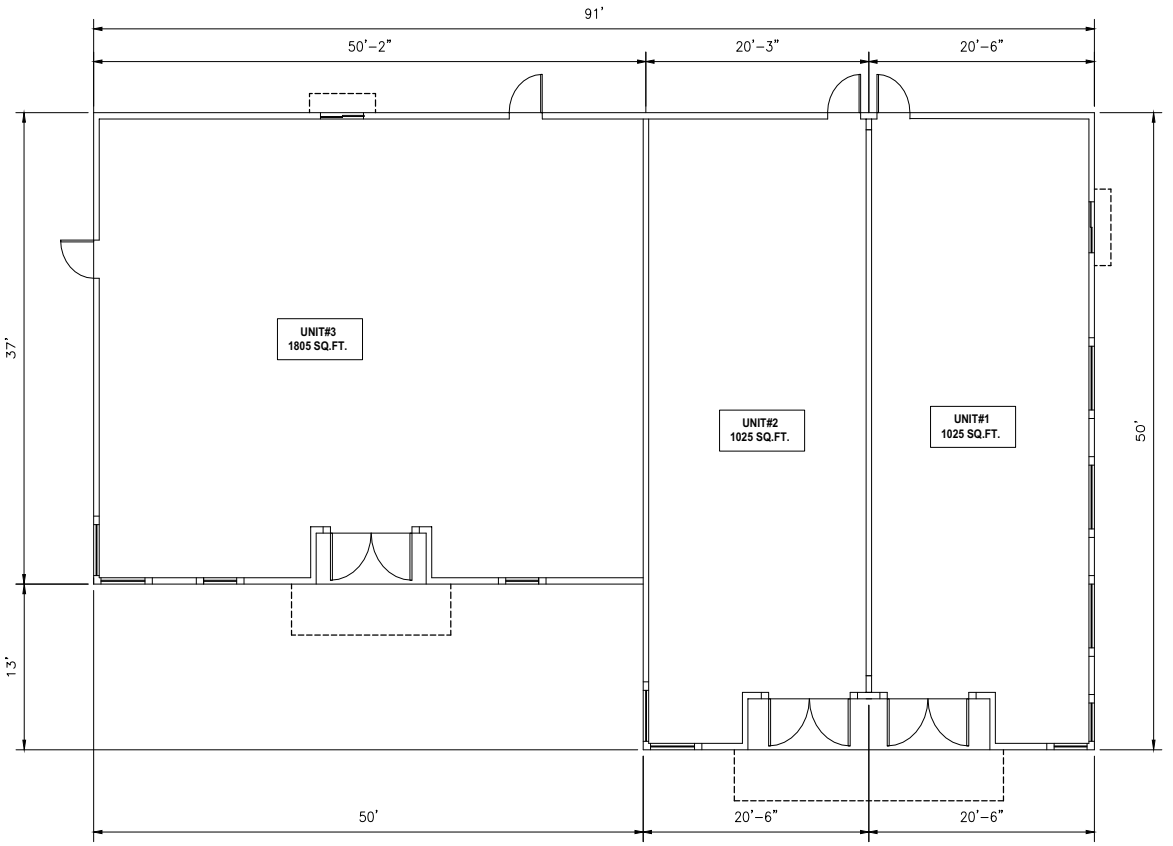


NORTH ELEVATION
SCALE: 3/16"=1'

PROPOSED RETAIL BUILDING
@ 380 W CHARLESTON BLVD

PRJ-78111
01/16/20

CONTRACTOR:	M.O CONSTRUCTION LLC		
NCL#: 71494	TEL: (702) 286-5700	DATE: 01/16/20	
DRAWING NAME:	BUILDING -A ELEVATIONS		
DRAWN BY: RVN	TEL: (702) 245-8690	DRAWING NUM.: A1	



FLOOR PLAN

SCALE: 3/16"=1' (3,855 Sq.Ft.)

Nevada Licensed Contractor. Lic. # 71494	PROPOSED RETAIL BUILDING @ 3801 W CHARLESTON BLVD		
Authorized Signature:	CONTRACTOR: M.O.CONSTRUCTION LLC		
	NCL#: 71494	TEL: (702) 286-5700	DATE: 01/16/20
Architectural drawings have been signed by a licensed Nevada Contractor as allowed per NRS 3623.330 paragraph 1 (sub paragraph d) and under the provisions of chapter 624 of NRS who provides his own drawings for his own construction activities.	DRAWING NAME: FLOOR PLAN		
	DRAWN BY: RVN	TEL: (702) 245-8690	DRAWING NUM.: A2

PRJ-78111
01/16/20



SDR-78245 [PRJ-78111] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC
3801 WEST CHARLESTON BOULEVARD

01/30/2020



SDR-78245 [PRJ-78111] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC
3801 WEST CHARLESTON BOULEVARD

01/30/2020

Jan.16th 2020

JUSTIFICATION LETTER

PROPOSED RETAIL BUILDING

APN# 162-06-501-001

Planner,
City of Las Vegas. Zoning Dept.
Las Vegas.

The subject property is located at the SE corner of W Charleston Blvd. & Valley view Blvd., which is currently Zoned C1, and used as parking for the adjacent office complex Owned by the same property owner C VV LLC.
The Owner would like to build a single story, approximately 4000 S.F. retail building in the 0.43 Ac Parcel. 1800 S.F of the space shall be leased out to Dunkin' Donuts, with drive through facility.
Architectural Elements of the proposed Building structure shall be compatible with the adjacent office building complex. Exterior surfaces shall be finished with extensive brick veneer to match the existing adjoining buildings.
Existing parking spaces facing W Charleston Blvd have been left as it is, including the landscape buffer unchanged.
Creative drought tolerant landscaping shall be provided between Valley View Blvd & the Proposed Drive through lane and screened by existing 3' high garden masonry wall.

Facility, once constructed shall be accessed from W Charleston Blvd & Valley view Blvd.
To reduce the anticipated traffic generated and to traffic dept. comments made during Pre Application conference meeting held on 12/18/19, Site plan has been revised with 8 car stacking lane to the satisfaction of the officials in the Traffic Dept.

There shall be a grease interceptor on site per building dept. requirement.

There are very few fast food services currently located between Valley view to Rancho along W Charleston Blvd. to serve the employees of professional offices in the vicinity. We believe that A project like this at this location will be suitable for the fast growing Vegas valley.

During construction the subject project shall create employment for about 25 construction workers. Once in operation the fast food service shall employ about 15 full time employees.. Reasonable contribution to the economy the City of Las Vegas.

Thank you very much for your cooperation.

Sincerely,

MEHDI.
MO CONSTRUCTION.

PRJ-78111
01/16/20

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2020 APR -6 A 9:53

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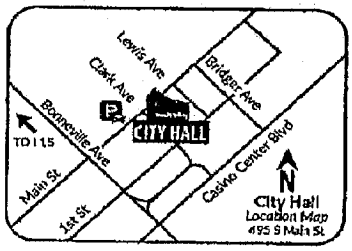
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16206510030
SANARP TRUST
SANCHEZ HENRY W & SHIRLEY A TRS
1230 HINSON ST
LAS VEGAS NV 89102-1604

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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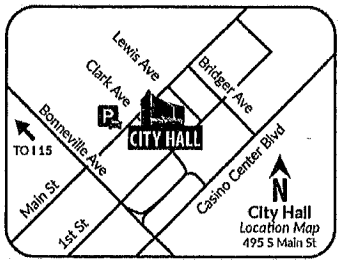


PRJ-78111
16205215021
MCGRATH THOMAS & ELIZABETH TRUST
MCGRATH THOMAS J & ELIZABETH J T
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

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.
SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

97 BRDFNP1 89146

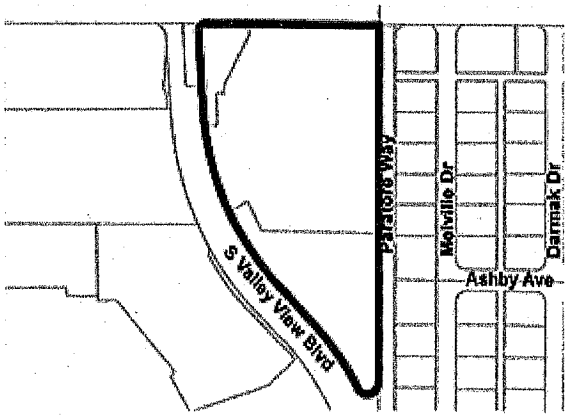
Application Information

SDR-78245 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 3,855 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED AND TO ALLOW A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS on 0.43 acres at 3801 West Charleston Boulevard (APN 162-06-501-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78111]. The Planning Commission (6-0 vote) and Staff recommend DENIAL.

No waive of landscape buffer landscapes!

Come on Councilman Knudsen!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	04/15/2020
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 via e-mail to citycouncillive@lasvegasnevada.gov, mailing to the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101, or fax to (702)382-4803. Online comments can be submitted via the e-mail provided or from the City's website at www.lasvegasnevada.gov/councilcomment. For further information, go to www.lasvegasnevada.gov (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 APR -6 P 5:36

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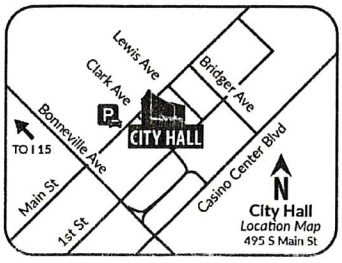

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205113047
WYSE OWL TRUST
1207 DOUGLAS DR
LAS VEGAS NV 89102-1815

89 BRDFNP1 89102

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 APR -7 P 5:36

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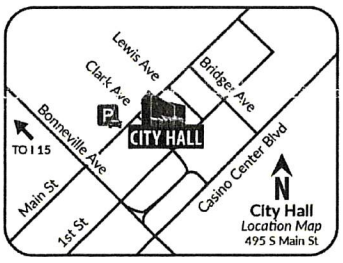

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205113045
CAMP ROMA LYNN TRUST
CAMP ROMA LYNN TRS
1219 DOUGLAS DR
LAS VEGAS NV 89102-1815

Submitted after final agenda
#57

89 BRDFNP1 89102

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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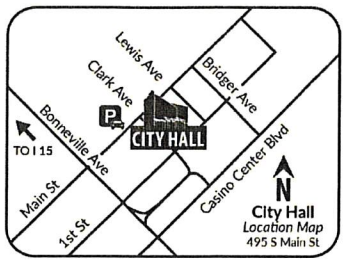

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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16206510029
DAR PROPERTIES L L C
1220 HINSON ST
LAS VEGAS NV 89102

89 BRDFNP1 89102

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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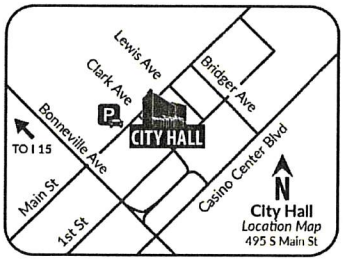

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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205110018
D A R PROPERTIES L L C
1220 HINSON ST
LAS VEGAS NV 89102

89 BRDFNP1 89102

City of Las Vegas
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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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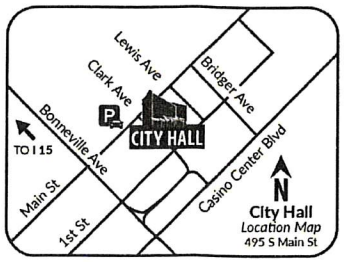

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205110017
DAR PROPERTIES L L C
1220 HINSON ST
LAS VEGAS NV 89102

89 BRDFNP1 89102

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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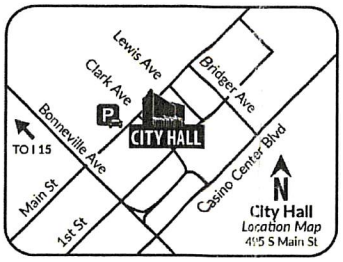

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205113016
BRAVIN GERALD & ADELINA FAM TR
BRAVIN GERALD & ADELINA TRS
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

89 BRDFNP1 89102

Application Information

SDR-78245 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 3,855 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED AND TO ALLOW A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS on 0.43 acres at 3801 West Charleston Boulevard (APN 162-06-501-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78111]. The Planning Commission (6-0 vote) and Staff recommend DENIAL.

With these recommendations having been made, it should not even be brought to the commission.

Steve McCoy

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	04/15/2020
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 via e-mail to citycouncillive@lasvegasnevada.gov, mailing to the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101, or fax to (702)382-4803. Online comments can be submitted via the e-mail provided or from the City's website at www.lasvegasnevada.gov/councilcomment. For further information, go to www.lasvegasnevada.gov (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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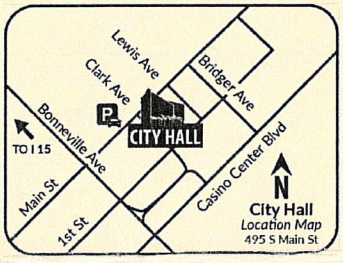

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205210017
MCCOY STEVEN D & CYNTHIA L
1266 DOUGLAS DR
LAS VEGAS NV 89102-1816

Submitted after final agenda

57

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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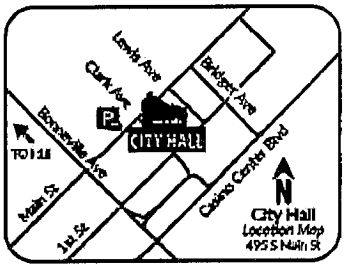

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205113032
PETERSEN MARJORY C
KINDER GLADYS C
1201 DARMAK DR
LAS VEGAS NV 89102-1809

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2020 APR -8 P 3:48

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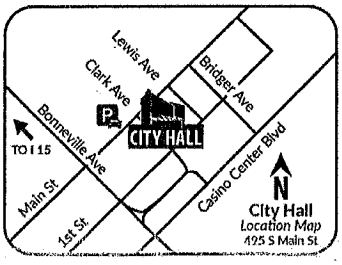

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205215023
LAJES EVELYN
AVILES EVETTE
1336 CASHMAN DR
LAS VEGAS NV 89102

Submitted after final agenda
#57

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

p.1

7028705633

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive. 3rd Floor
Las Vegas, Nevada 89106

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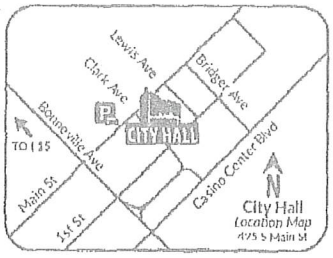
City of Las Vegas



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
Planning Commission Meeting of **3/10/2020**

SDR-78245
16206510030
SANARP TRUST
SANCHEZ HENRY W & SHIRLEY A TRS
1230 HINSON ST
LAS VEGAS NV 89102-1604

89 ARDFMP1 89102

Henry and Shirley Sanchez

Mar 11 20 03:45p

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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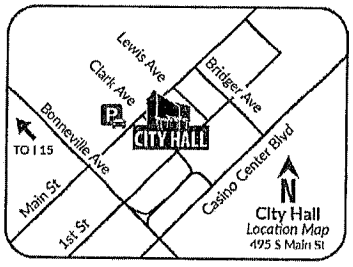

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-78245 [PRJ-78111]
Planning Commission Meeting of **3/10/2020**

SDR-78245
16205215021
MCGRATH THOMAS & ELIZABETH TRUST
MCGRATH THOMAS J & ELIZABETH J T
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

97 ARDFNP1 89146

Submitted after final agenda

48P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
51

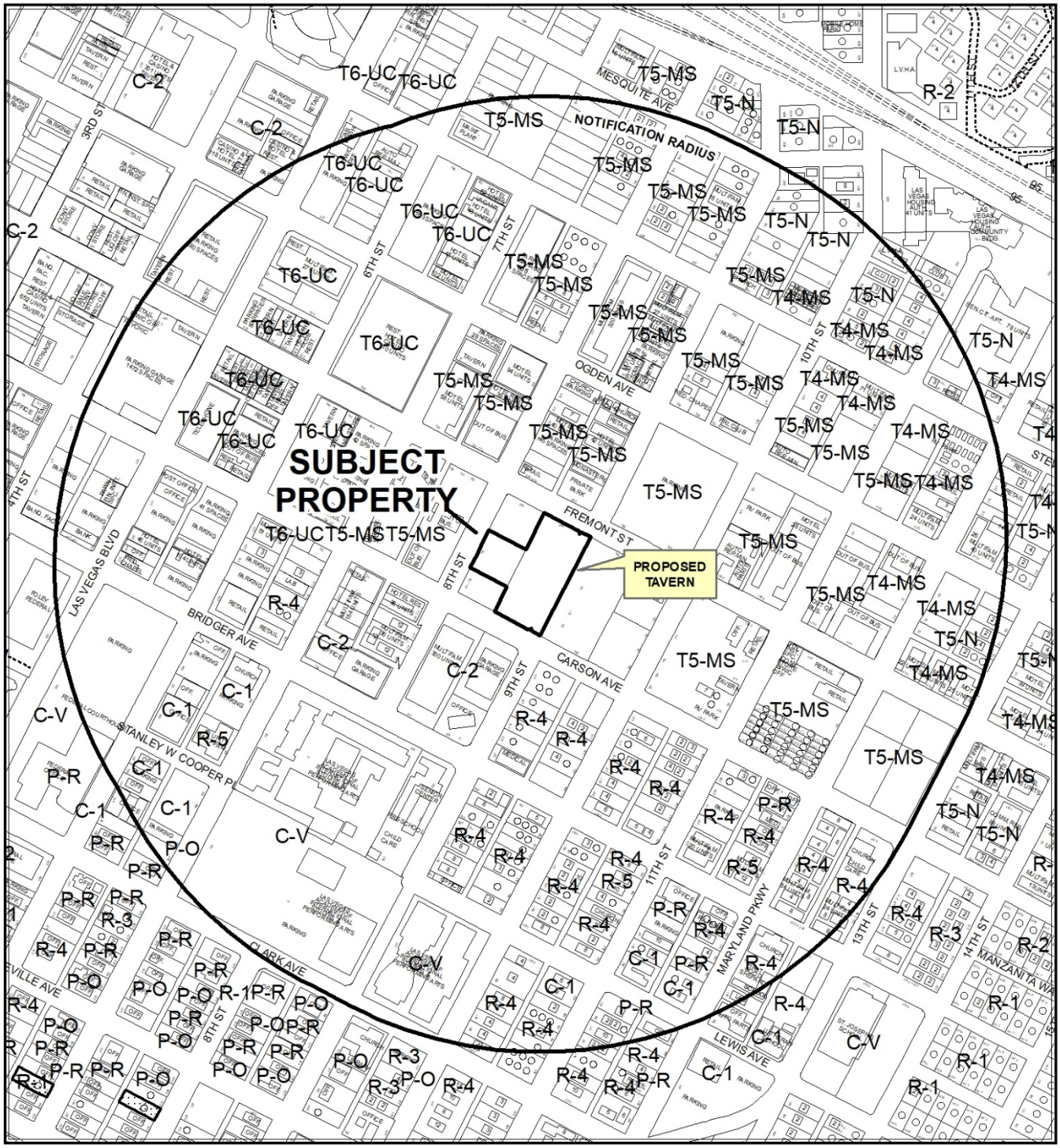
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-78556 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC - For possible action on a request for a ninth Extension of Time FOR A NONCONFORMING LIQUOR ESTABLISHMENT (TAVERN) USE at 899 Fremont Street and 115 South 8th Street (APNs 139-34-612-056 and 027), T5-MS (T5 Main Street) Zone, Ward 3 (Diaz) [PRJ-78288]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	91

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. City Council Approval Letter - EOT-76264 [PRJ-75841]
6. Justification Letter
7. Submitted after Final Agenda - Support Postcards



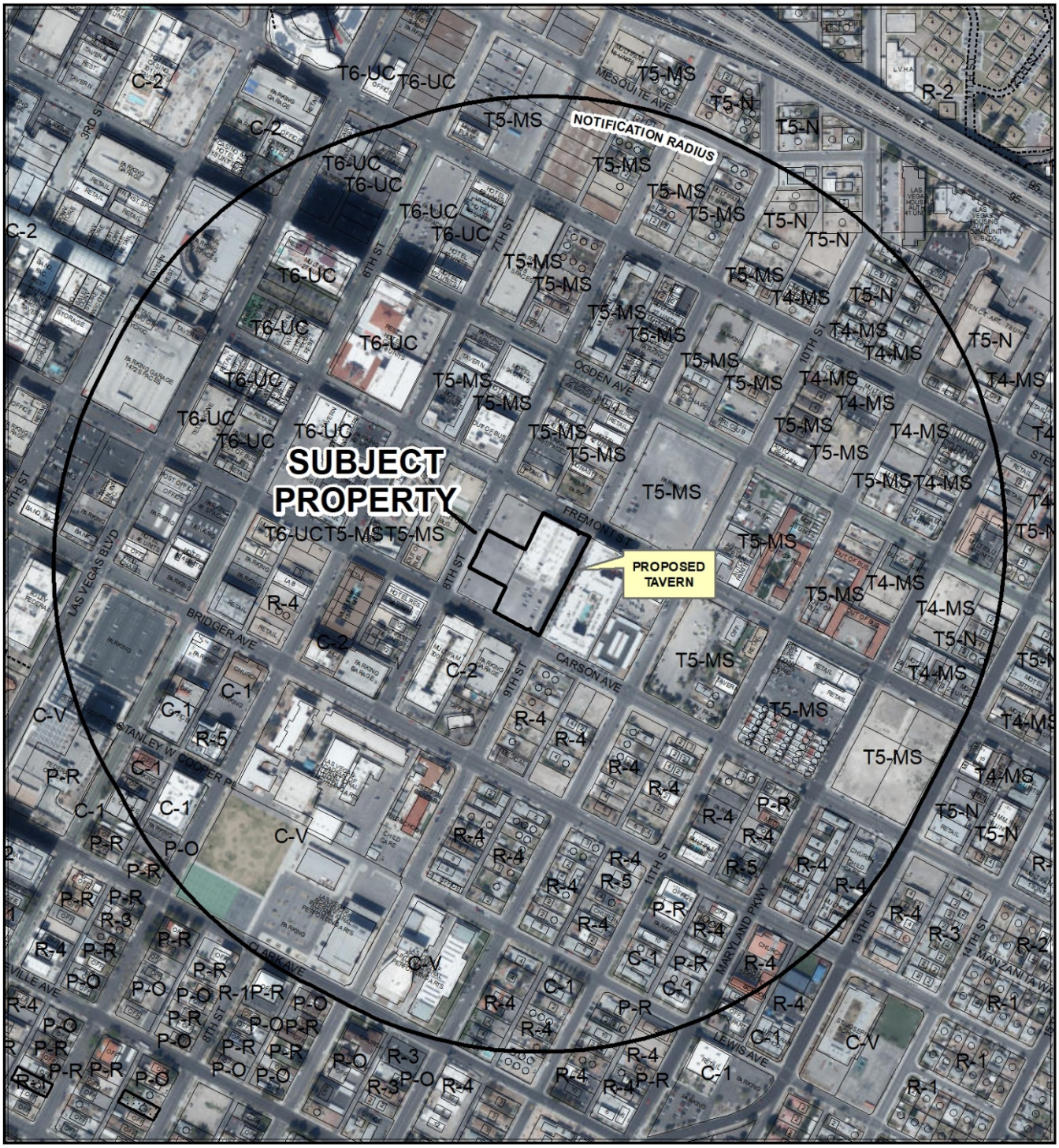
0 410 820 Feet

CASE: **EOT-78556 (PRJ-78288)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T5-MS (T5 MAIN STREET)

N



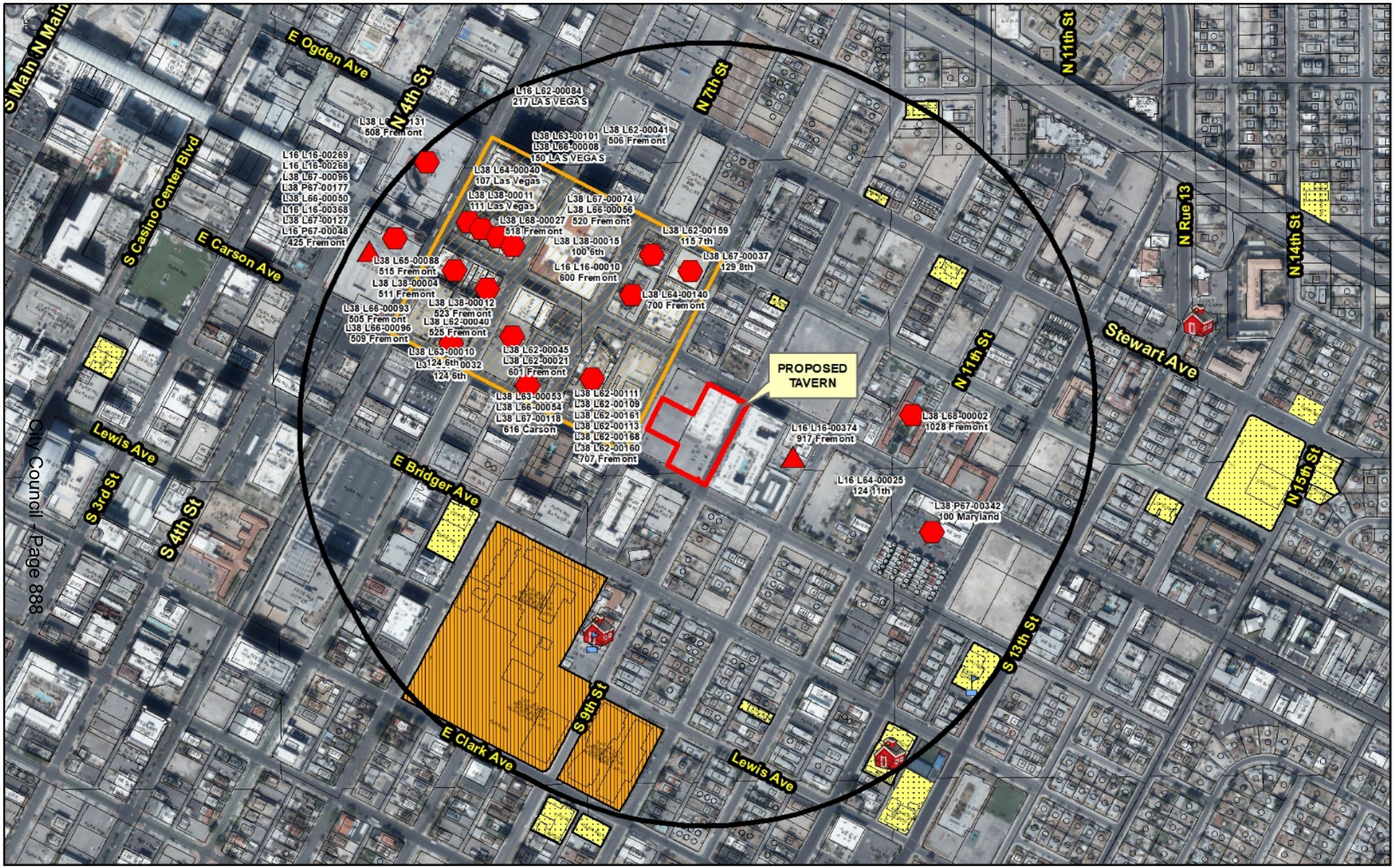
0 410 820 Feet

CASE: **EOT-78556 (PRJ-78288)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T5-MS (T5 MAIN STREET)

N



EOT-78556 (PRJ-78288)

Liquor Establishment (Tavern)

Business Licenses

- Tavern
- Tavern - Limited
- Urban Lounge
- Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

Entitlements

- Subject Property
- 1500 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, March 30, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FIFTH STREET GAMING, LLC – OWNER: 899 FREMONT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-78556	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 752 (By Planning)

PROTESTS 0

APPROVALS 0

**** CONDITIONS ****

EOT-78556 CONDITIONS

Planning

1. This Extension of Time for a nonconforming Liquor Establishment (Tavern) use shall expire on February 2, 2021 unless another Extension of Time is approved by the City Council.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant requests an Extension of Time for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street.

ISSUES

- This is the ninth request for an Extension of Time for a nonconforming Liquor Establishment (Tavern) 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 was reset back to the anniversary of the abandonment date to correct an error carried over through previous extension requests.

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.

This is the ninth request for an Extension of Time for the legal, nonconforming use of a Liquor Establishment (Tavern), which was located within the Western Hotel. The hotel and casino containing the use ceased operations on January 16, 2012 and the tavern license was placed in nonoperational status on February 2, 2012. The Liquor Establishment (Tavern) use is nonconforming, as it predates the current requirement for a Special Use Permit in the T5-MS (T5 Main Street) zoning district and does not meet the 1,500-foot separation distance requirement measured from the property line of churches/houses of worship, schools and other Liquor Establishments (Taverns).

The applicant has requested an Extension of Time each year since 2013 to extend the abandonment period while searching for a new operator for the Liquor Establishment (Tavern) use. Per the applicant's justification letter, market conditions in many parts of downtown Las Vegas have yet to climb back to pre-recession levels, and it is not yet feasible to permanently reopen the hotel and casino until similar uses in the area are operating at capacity. According to the applicant, the property has been well maintained and is not a threat to public health, safety and welfare. The applicant does plan to temporarily open the casino on or around June 4, 2020 to preserve nonconforming gaming rights (through License P68-00058).

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 Liquor Establishment (Tavern) use is permitted in the T5-MS District with a Special Use Permit according to the regulations listed in Title 19.12.070. The nonconforming status of this use on the subject site is unaffected by the zone change.

FINDINGS (EOT-78556)

The Liquor Establishment (Tavern) 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.
04/17/13	The City Council approved a request for an Extension of Time (EOT-47829) for a nonconforming Liquor Establishment (Tavern) at 899 Fremont Street. Staff recommended approval.
07/06/13	A Code Enforcement Case (130980) was processed for a water main break at 899 Fremont Street causing debris to flow into the adjacent street and alley. The case was resolved 07/19/13.
07/31/13	A Code Enforcement Case (131619) was processed for damage to the existing foundation/slab at 899 Fremont Street. The case was resolved 08/01/13.
12/04/13	The City Council approved a request for a second Extension of Time (EOT-51700) for a nonconforming Liquor Establishment (Tavern) at 899 Fremont Street. Staff recommended approval.
11/19/14	The City Council approved a request for a third Extension of Time (EOT-56242) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.
01/14/15	A Code Enforcement Case (149590) was processed for an unpermitted banner at 899 Fremont Street. The case was resolved 02/09/15.
09/16/15	The City Council approved a request for a fourth Extension of Time (EOT-60639) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.
03/24/16	A Code Enforcement Case (164855) was processed for graffiti, debris and weeds at 899 Fremont Street. The case was resolved 04/07/16.
09/07/16	The City Council approved a request for a fifth Extension of Time (EOT-64070) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.
08/02/17	The City Council approved a request for a sixth Extension of Time (EOT-70994) for a nonconforming Liquor Establishment (Tavern) 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.
08/01/18	The City Council approved a request for a seventh Extension of Time (EOT-72928) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.
06/05/19	The City Council approved a request for an eighth Extension of Time (EOT-76264) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
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	
03/14/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1970	The building at 899 Fremont Street was constructed.
07/06/93	A business license (L16-00049) was issued for a tavern at 899 Fremont Street. The license was marked inactive on 02/02/12.
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.
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.

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	
03/25/20	The site contains a three-story building and parking lot that occupies a city block. Windows and doors on the frontages are boarded up. The north side of the building contains some graffiti, but the building and parking lot are otherwise well-maintained. 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

PRJ78288_AP001

DEPARTMENT OF PLANNING | Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of Time - Preservation of Tavern 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 changes

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., Suite 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 March, 20 20

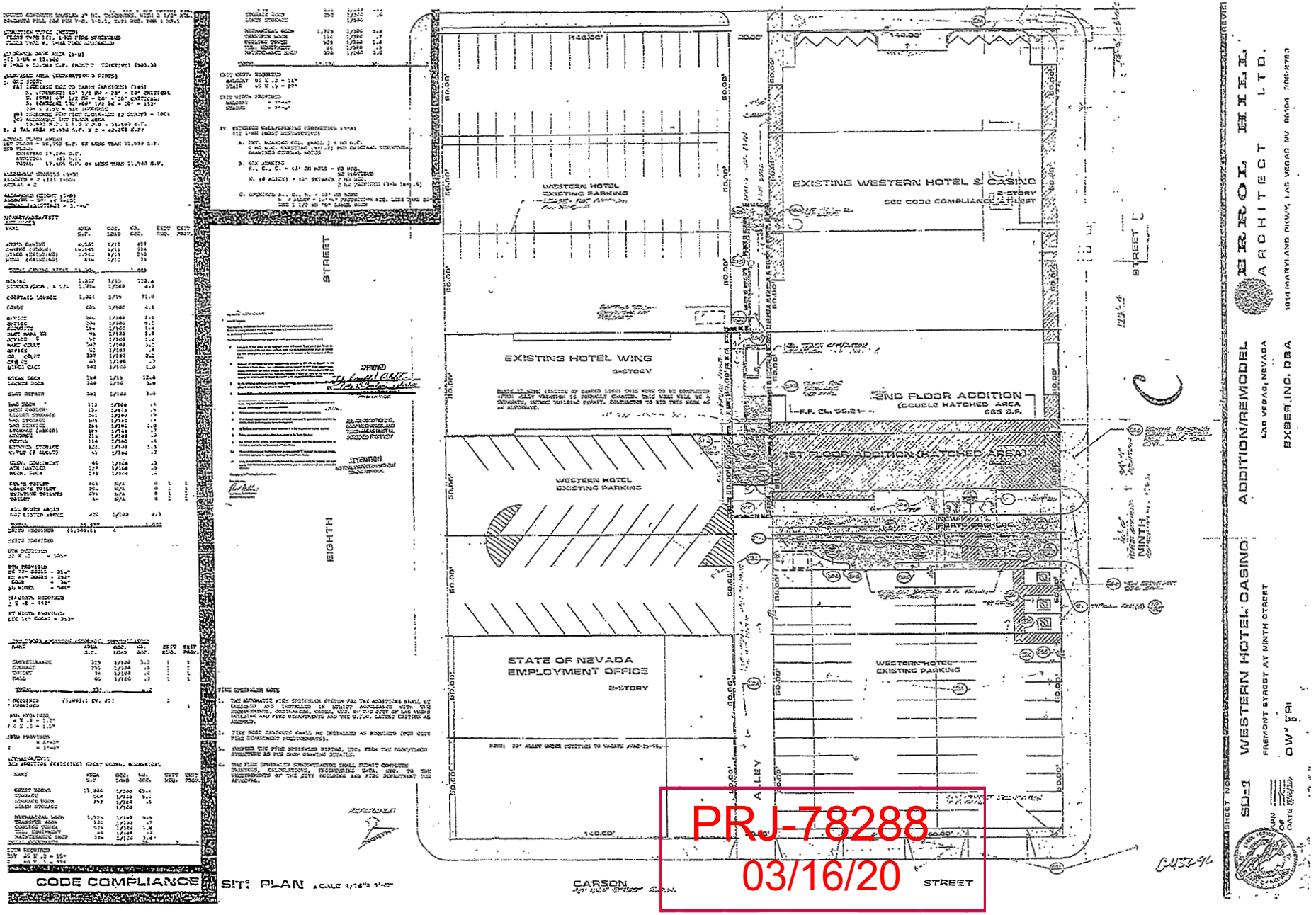
_____

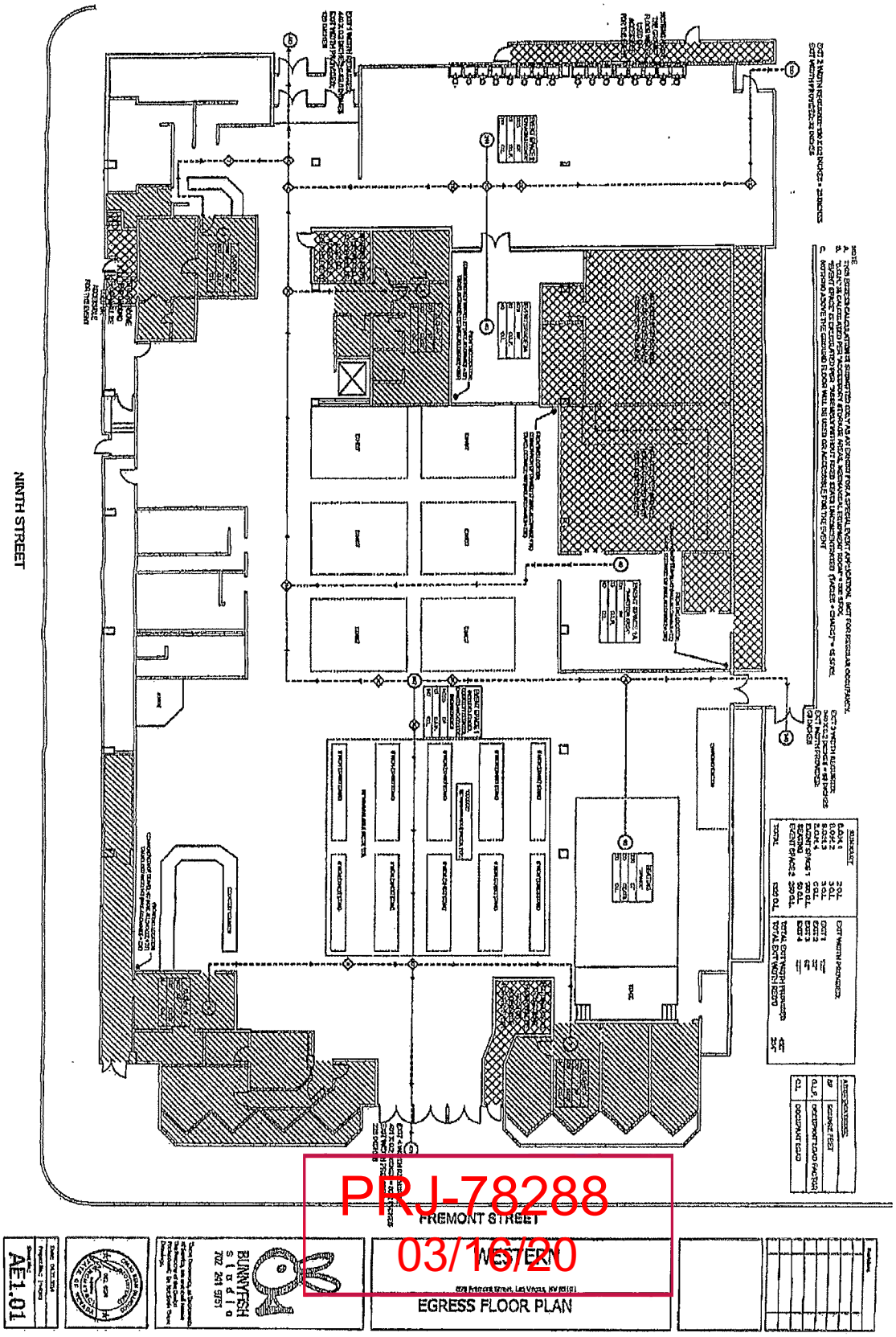
Notary Public in and for said County and State

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

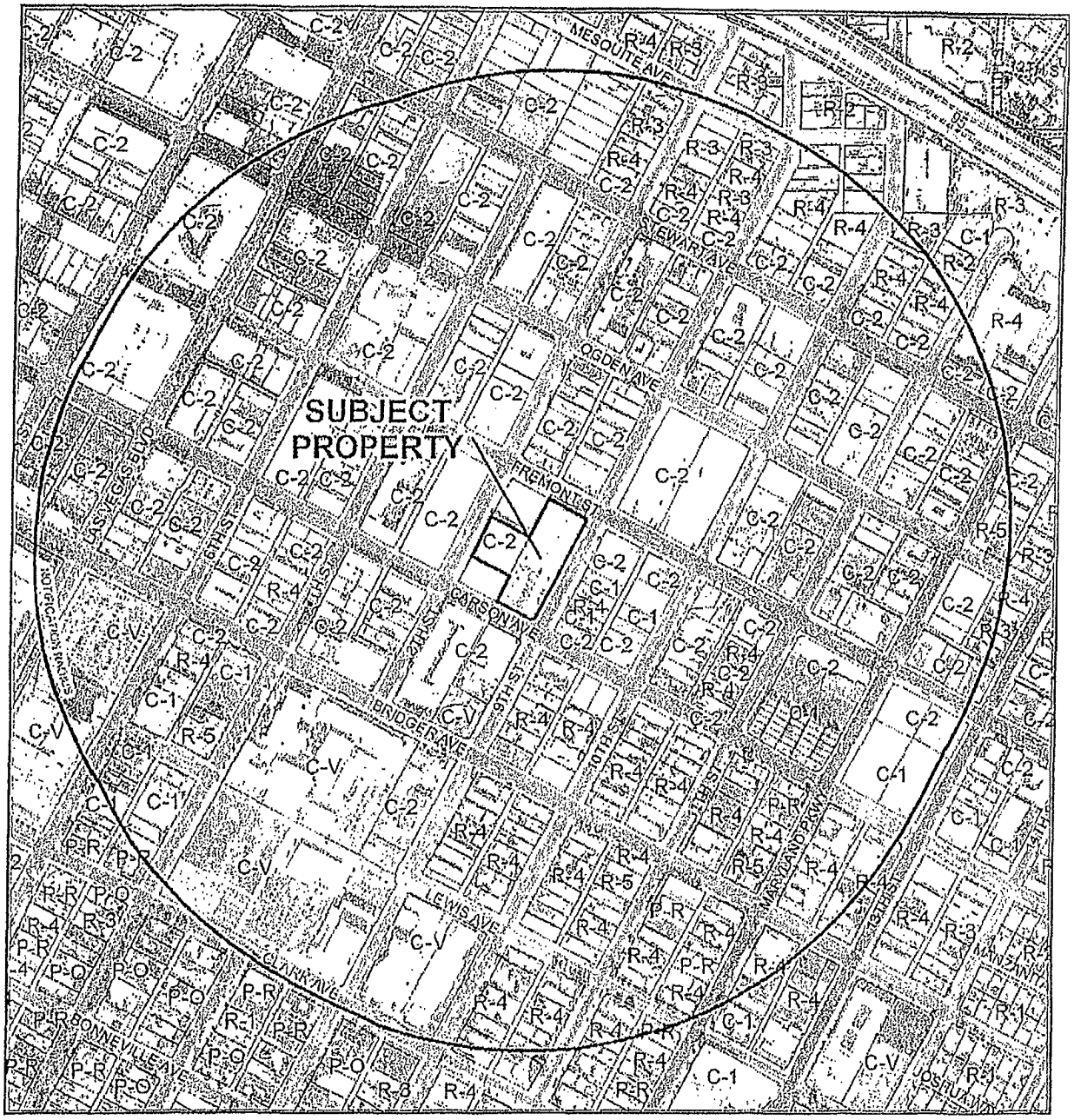
PRJ-78288
03/16/20

PRJ78288_SP001





PRJ-78288
03/16/20



CASE:

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PRJ-78288
03/16/20



PRJ-78288
03/16/20



EOT-78556 [PRJ-78288] - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC
899 FREMONT STREET AND 115 SOUTH 8TH STREET

03/25/20



EOT-78556 [PRJ-78288] - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC
899 FREMONT STREET AND 115 SOUTH 8TH STREET

03/25/20



EOT-78556 [PRJ-78288] - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC
899 FREMONT STREET AND 115 SOUTH 8TH STREET

03/25/20



EOT-78556 [PRJ-78288] - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC
899 FREMONT STREET AND 115 SOUTH 8TH STREET

03/25/20



EOT-78556 [PRJ-78288] - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC
899 FREMONT STREET AND 115 SOUTH 8TH STREET

03/25/20

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR
WARD 2 *(Vacant)*

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER

333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

June 6, 2019

Mr. Mark Carlson
899 Fremont, LLC
PO Box 1570
Las Vegas, Nevada 89101

RE: EOT-76264 [PRJ-75841] – EXTENSION OF TIME – NONCONFORMING USE – PUBLIC HEARING
CITY COUNCIL MEETING OF JUNE 5, 2019

Dear Mr. Carlson:

The City Council at a regular meeting held on June 5, 2019 voted to ***APPROVE*** a request for an Extension of Time FOR A NONCONFORMING LIQUOR ESTABLISHMENT (TAVERN) USE at 899 Fremont Street and 115 South 8th Street (APNs 139-34-612-056 and 027), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75841].

This approval is subject to the following conditions:

Planning

1. This Extension of Time for a nonconforming Liquor Establishment (Tavern) use shall expire on September 16, 2020 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.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 6, 2019.

Sincerely,

Robert Summerfield

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb:nl

cc: Mr. Joe Cain
Fifth Street Gaming, LLC
650 South Main Street
Las Vegas, Nevada 89106

Mr. Christopher Molina
2300 West Sahara Avenue, Suite #1200
Las Vegas, Nevada 89102

PRJ-78288
03/16/20

McDONALD CARANO

March 13, 2020

Via Electronic Submission

City of Las Vegas
Department of Planning
333 North Rancho Drive, Third Floor
Las Vegas, Nevada 89106

Re: Justification Letter for the Western Hotel and Casino (APNs 139-34-612-056 and 139-34-612-027)

Ladies and Gentlemen:

Please accept this justification letter in support of the Western Hotel and Casino's application for an Extension of Time for the liquor establishment (tavern) use at 899 Fremont Street in a historic section of Downtown. This application seeks an extension of the period that a nonconforming liquor establishment (tavern) use may be discontinued or abandoned before such land use rights are lost. If the application is not approved, the Western's rights will expire June 5, 2020.[1] Currently, the Western plans to open June 4, 2020 from 9:00 a.m. to 5:00 p.m. to preserve grandfathered licensing rights and would like to coordinate the requested extension of time with that opening.

Pursuant to Section 19.14.030(A)(3)(c) of the Unified Development Code of the City of Las Vegas (the "Code"), the City Council may extend the abandonment period based on the following:

1. *If the extended abandoned period is a result of economic hardship*

   The impact of the Great Recession on Downtown Las Vegas still lingers. While the Downtown economy has largely recovered, many parts of Downtown have yet to reach prerecession levels of business. Economic growth over the past decade has primarily benefitted businesses adjacent to the Fremont Street Experience. Additional improvement in Downtown business must occur before opening or leasing the Western as a nonrestricted gaming establishment with tavern operations becomes economically feasible.

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.

[1] The City Council approved an extension of time on June 5, 2019. In the Notice of Final Action memorializing that approval, the City indicated the extension of time would expire September 16, 2020. Pursuant to Section 19.14.030(A)(3)(c) of the Code, however, such an extension of time may not exceed one year. In an abundance of caution, we are proceeding under the assumption that this earlier date controls.

PRJ-78288 03/16/20
City Council - Page 907
MERITAS

The Western's owner is currently working on developing the entire city block where the Western Hotel resides. They have engaged DLR Group to master plan the lot to include hotel, potential gaming operations, multi-family residential, retail, food, beverage and a parking garage. This project will embrace the existing Western building and design should be completed by end of the year. Ideally, construction will commence early 2021.

Further, continuing the nonconforming tavern land use rights will assist in development of the site, and help maintain the property value of both it and its adjacent properties. 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 nonconforming tavern 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.

Sincerely,

Christopher Molina

PRJ-78288
03/16/20

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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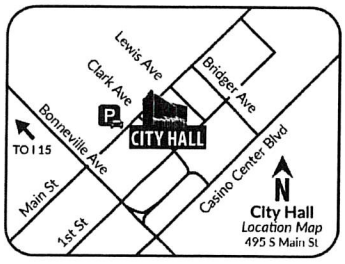

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13934515005
217 L V B L L C
PO BOX 7516
LAS VEGAS NV 89125

89 89109NP1 89125

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Las Vegas, Nevada 89101

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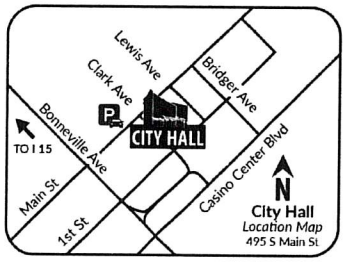

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EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13934515002
217 L V B L L C
PO BOX 7516
LAS VEGAS NV 89125

Submitted after final agenda
Date 4/28/20 Item 51

89 89109NP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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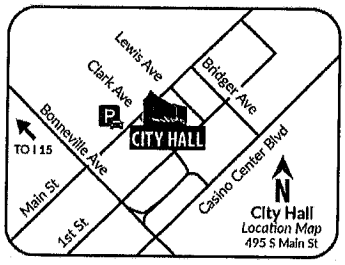

PRJ-78288
13934512029
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

City of Las Vegas
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Las Vegas, Nevada 89101

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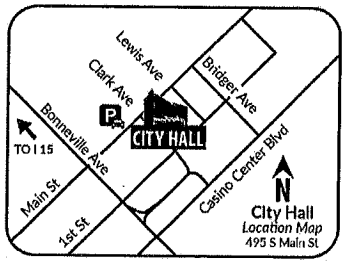

PRJ-78288
13934710053
210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

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Las Vegas, Nevada 89101

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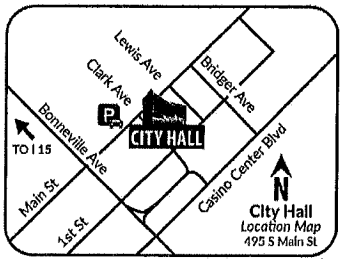

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934710034
330 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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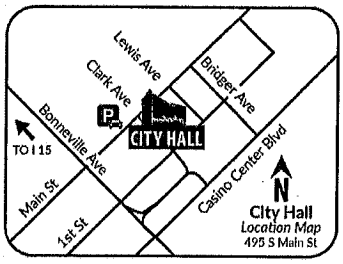

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934712029
215 9TH ST L L C
PO BOX 7516
LAS VEGAS NV 89125

89 89109-4141 6911 25

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Las Vegas, Nevada 89101

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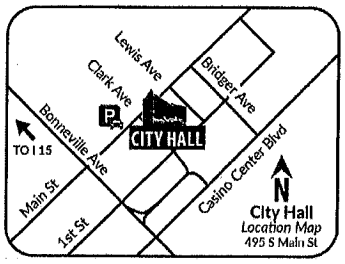

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PRJ-78288
13934712122
901 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

33 BRDFNP1 89125

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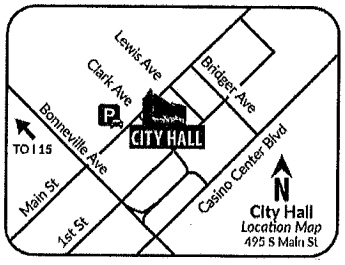

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PRJ-78288
13934715001
11TH STREET TAVERN L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

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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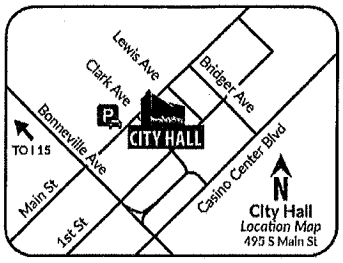

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935201006
1028 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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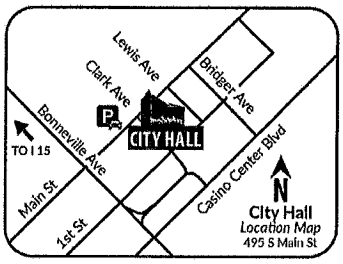
2020 APR 28 P 3:29



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935211024
1000 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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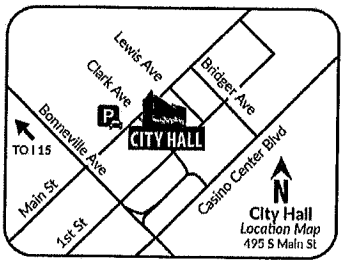

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935211056
1111 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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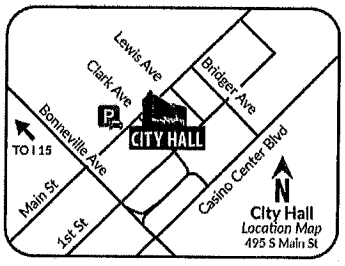

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935211058
117 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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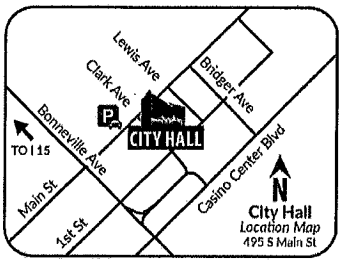
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935211081
112 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 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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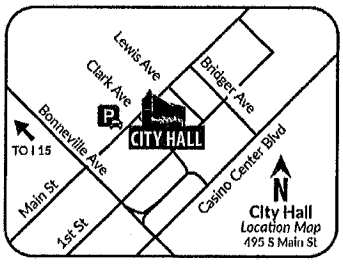
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935211060
1121 OGDEN STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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FIRST CLASS MAIL
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Las Vegas, NV
Permit No. 1630

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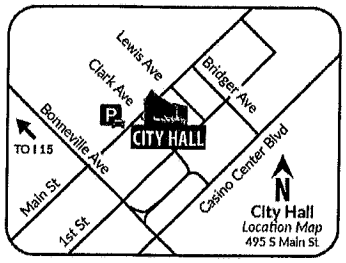

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934501016
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 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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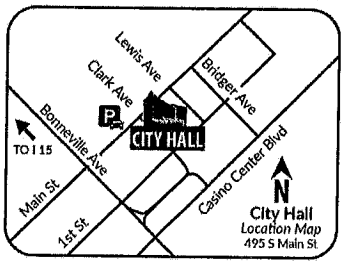

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934512006
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 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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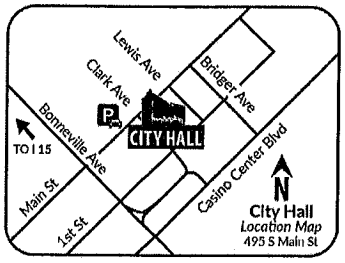
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935310008
112 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

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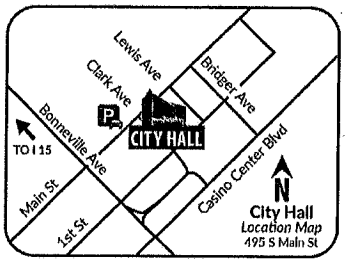
Official Notice of Public Hearing



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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935310010
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 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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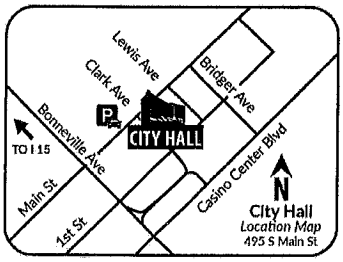

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612009
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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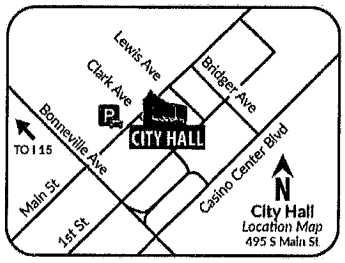
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612001
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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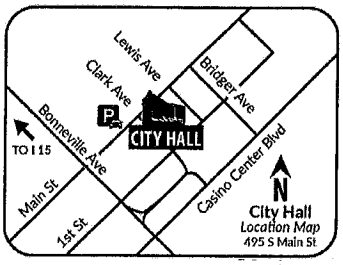

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611044
218 6TH ST L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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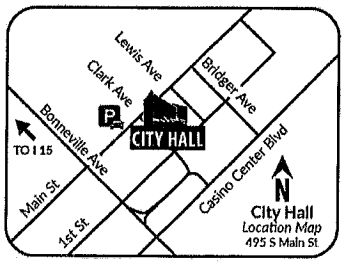
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611052
120 6TH STREET L L C
PO BOX 7516
LAS VEGAS NV 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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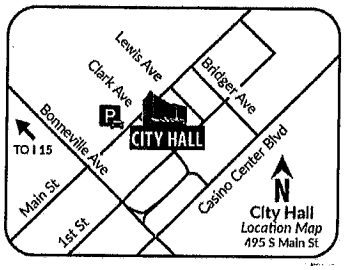

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611038
200 6TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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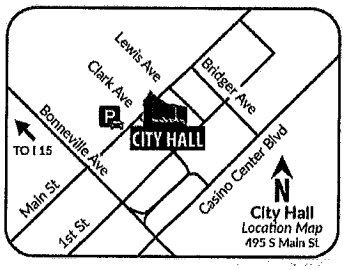

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611024
612 CARSON L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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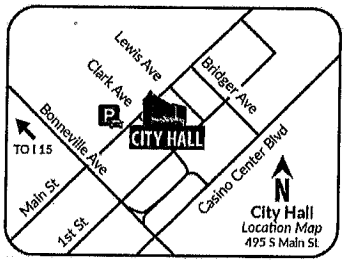

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934601015
FREMONT LV BLVD L L C
PO BOX 7516
LAS VEGAS NV 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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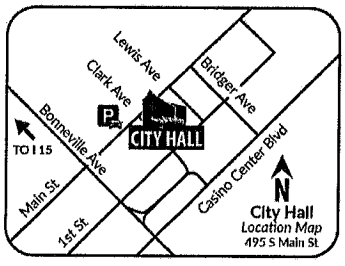

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611022
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 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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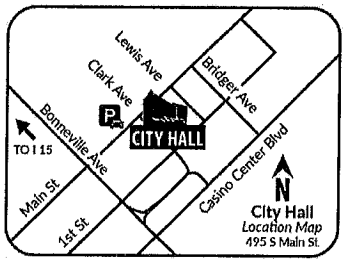

PRJ-~~78288~~
13934601013
100 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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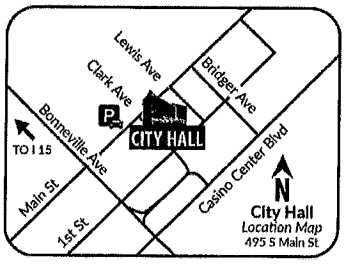

PRJ-78288
13934601008
900 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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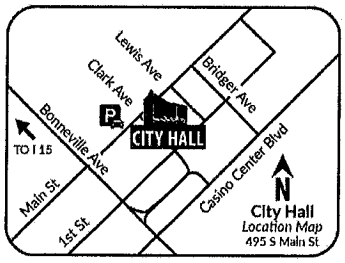

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612080
1000 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
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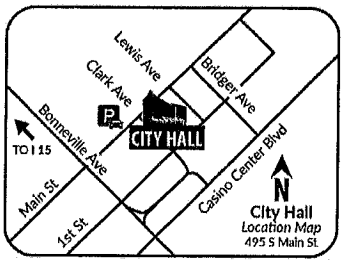

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Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934710006
333 6TH ST L L C
PO BOX 7516
LAS VEGAS NV 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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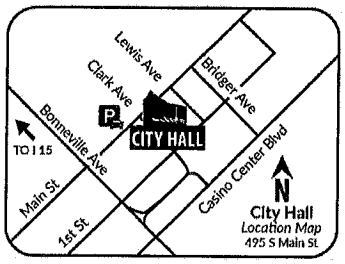

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612055
820 FREMONT STREET L L C
PO BOX 7516
LAS VEGAS NV 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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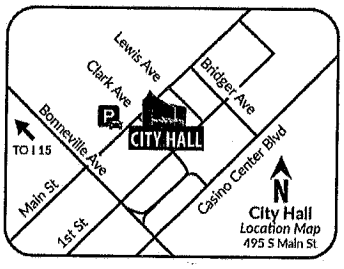

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612073
208 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 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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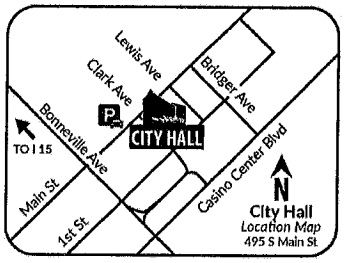

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612053
111 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 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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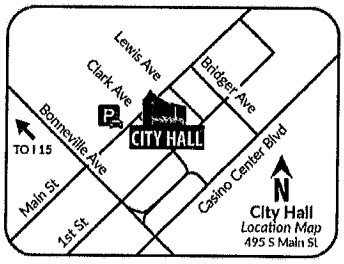

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612037
221 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 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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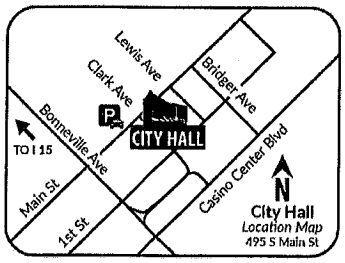

PRJ-78288
13934612031
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

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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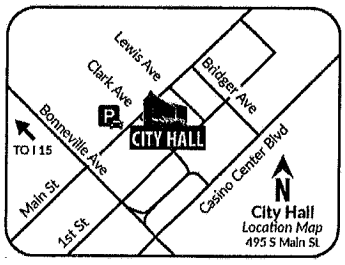

PRJ-78288
13934612033
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

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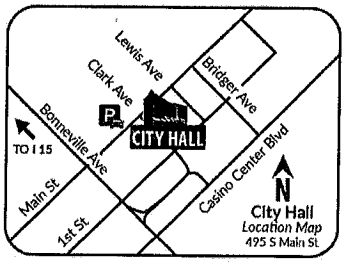
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612027
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 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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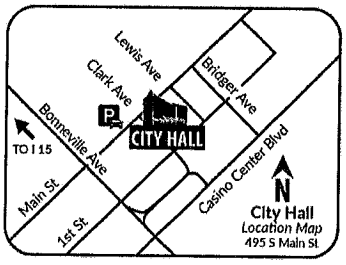
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612029
800 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 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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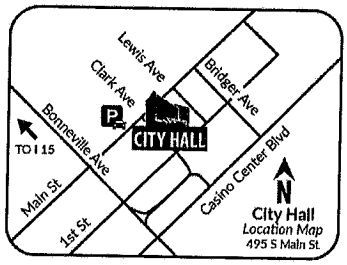
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13934612015
713 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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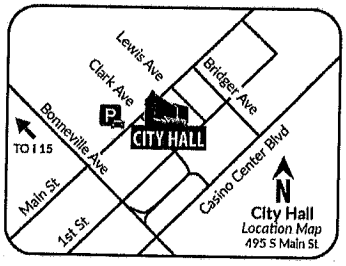

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13934612017
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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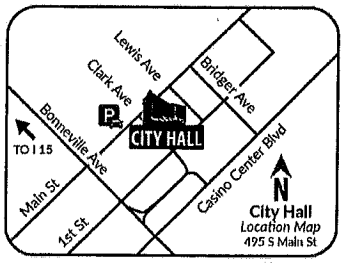

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612011
230 8TH STREET LLC
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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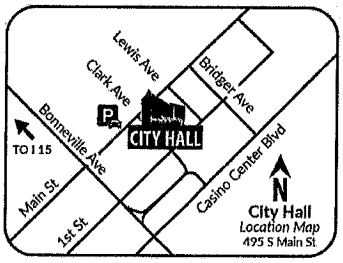

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612013
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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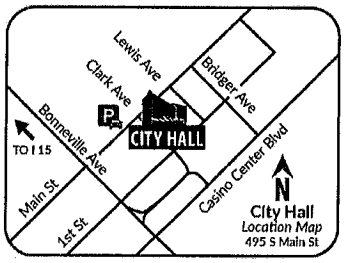

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935211059
117 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 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
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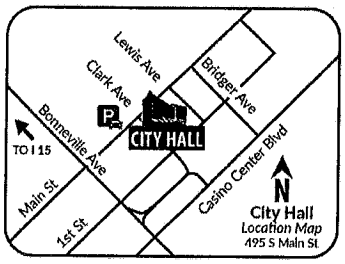

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935211082
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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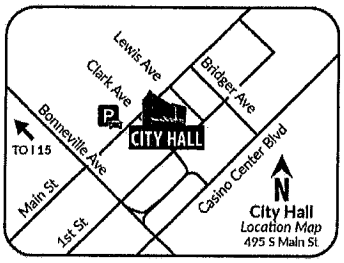

PRJ-78288
13935211055
131 11TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

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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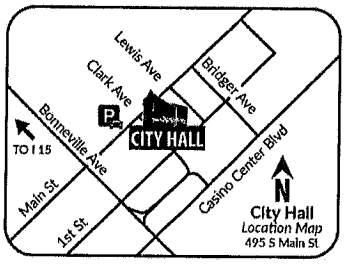

PRJ-78288
13935211057
1100 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

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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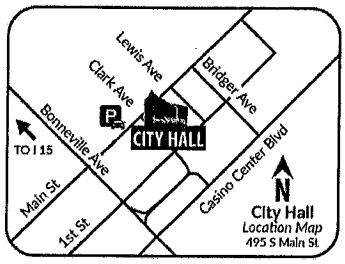

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13934712123
901 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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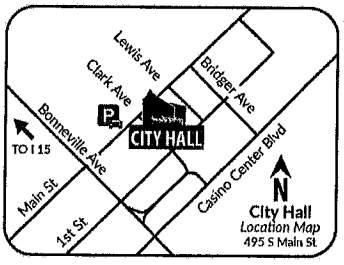

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13935211022
123 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
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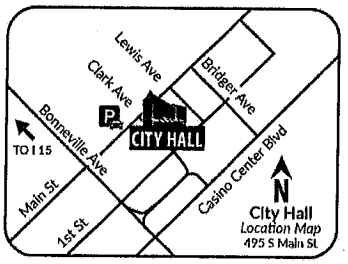

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934712068
901 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 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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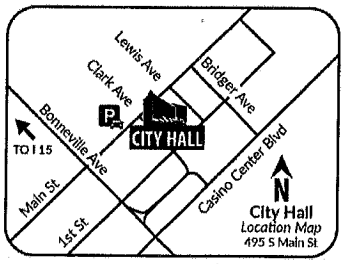

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934712083
202 11TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Return Service Requested
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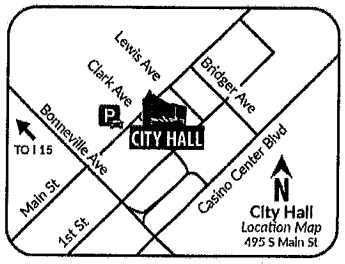

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

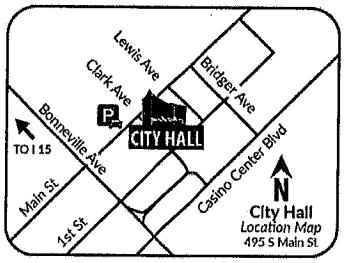
Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934710059
701 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934712020
319 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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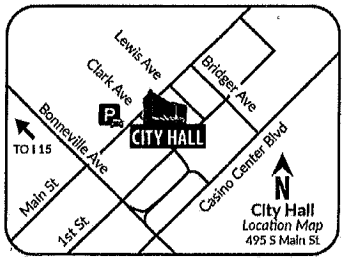
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934710052
210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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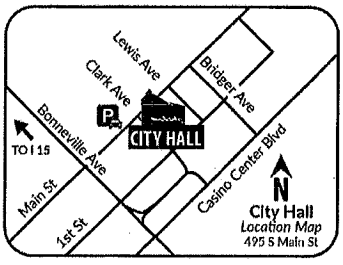
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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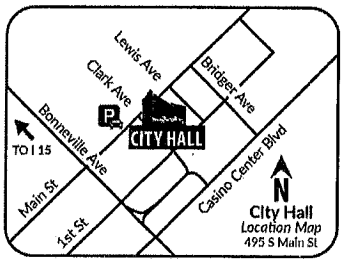
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612056
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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PRJ-78288
13934612054
109 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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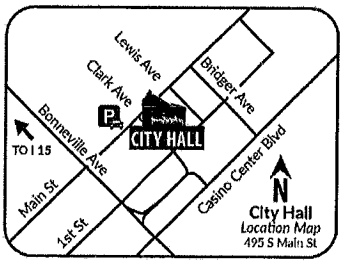
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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PRJ-78288
13934612052
117 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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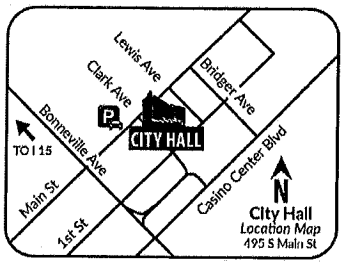
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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PRJ-78288
13934612034
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

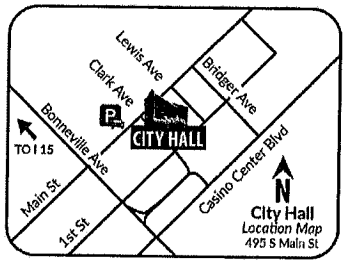
Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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PRJ-78288
13934612036
221 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

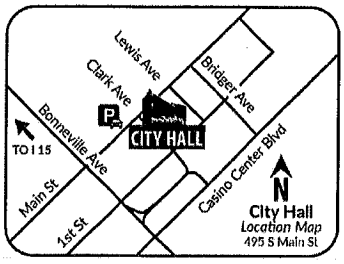
Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

33 BRDFNP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

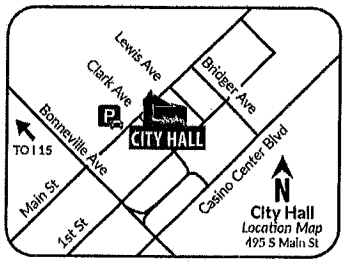
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612030
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

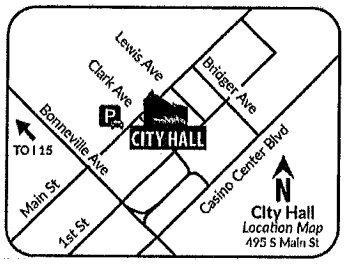
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612032
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

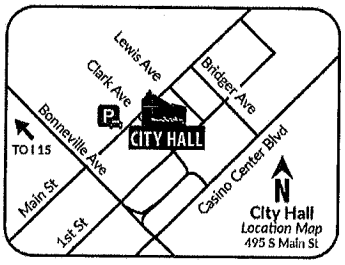
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612026
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

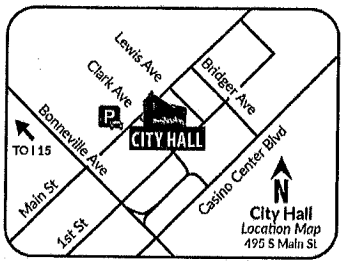
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612028
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612016
713 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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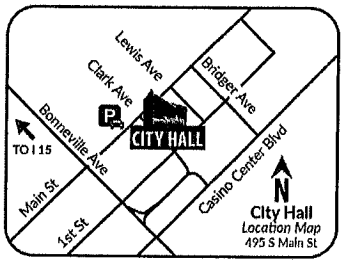
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612018
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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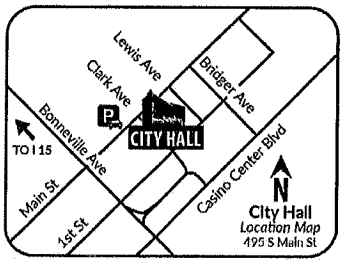
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612012
220 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
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Las Vegas, NV
Permit No. 1630

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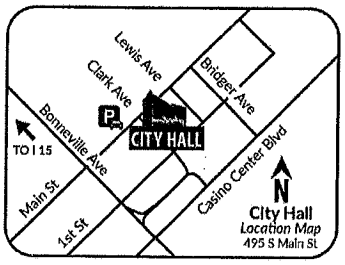

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612014
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
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PAID
Las Vegas, NV
Permit No. 1630

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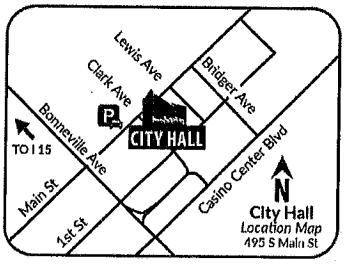
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611051
DOWNTOWN CARSON L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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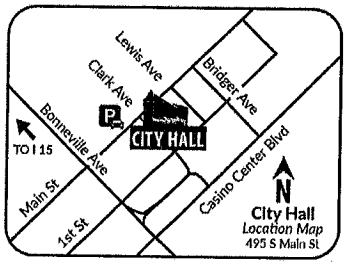
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934612002
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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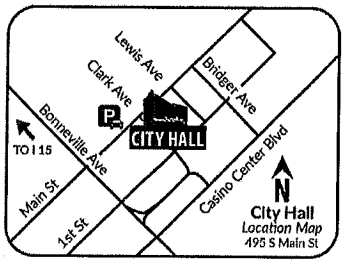

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611045
218 6TH ST L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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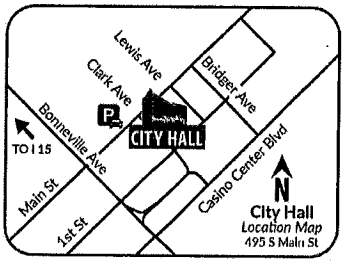
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611025
210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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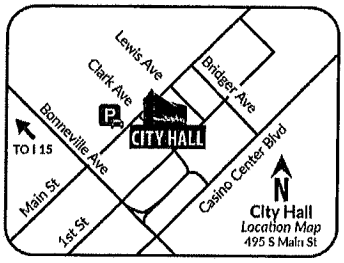

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611021
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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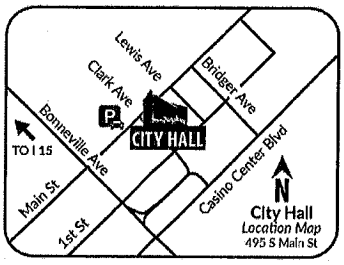
Official Notice of Public Hearing



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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934611023
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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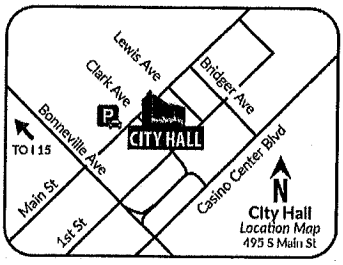

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934512007
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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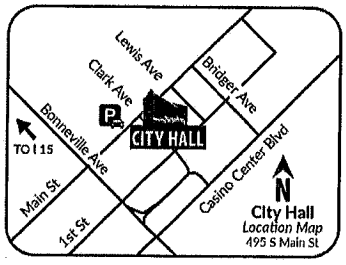

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934601007
707 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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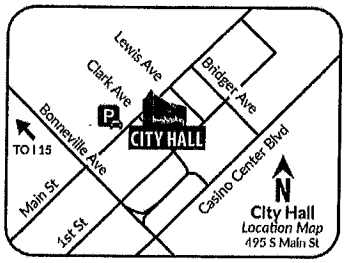

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934511004
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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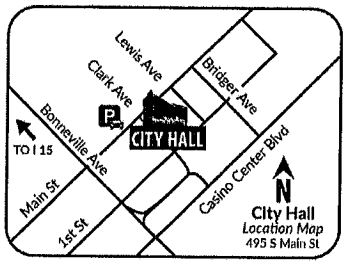

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City Council Meeting of **05/06/2020**

PRJ-78288
13934511010
208 LAS VEGAS BLVD L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
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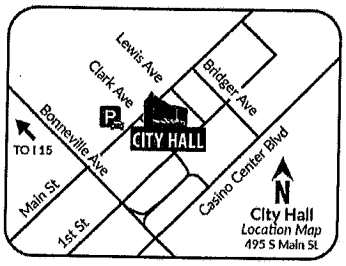

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935310022
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
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Las Vegas, NV
Permit No. 1630

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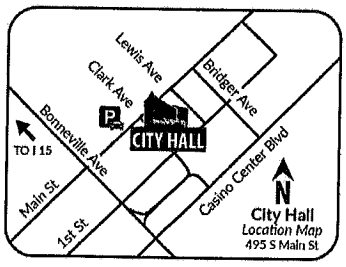

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935310024
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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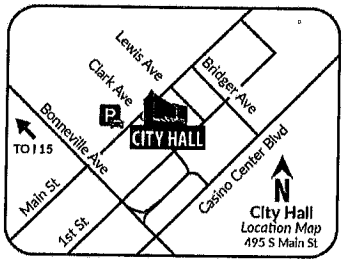

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935310009
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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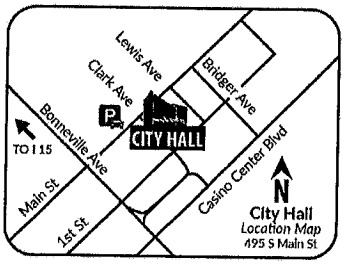

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City Council Meeting of **05/06/2020**

PRJ-78288
13935310020
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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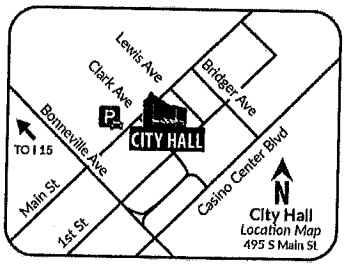

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EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13935310001
1111 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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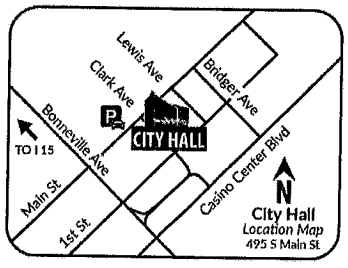

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EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13935310007
112 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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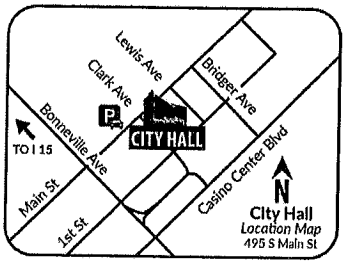

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City Council Meeting of **05/06/2020**

PRJ-78288
13934710007
401 6TH STREET L L C
PO BOX 7516
LAS VEGAS NV 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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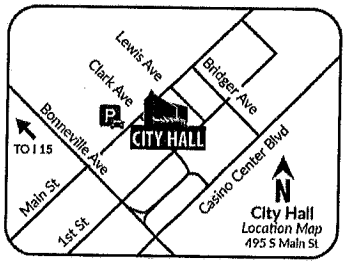

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City Council Meeting of **05/06/2020**

PRJ-78288
13935211121
1004 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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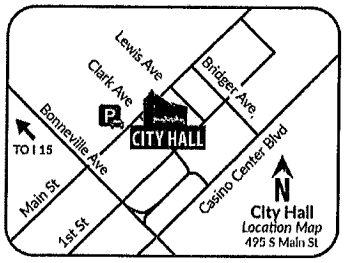

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13934701010
310 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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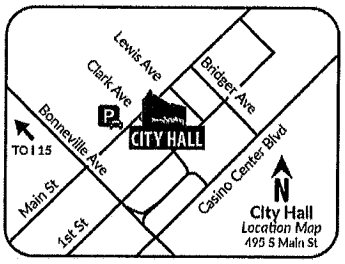

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City Council Meeting of **05/06/2020**

PRJ-78288
13934701014
116 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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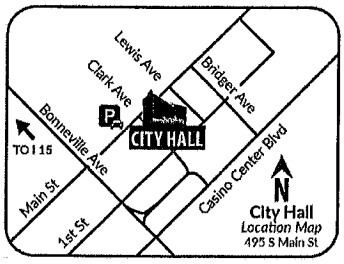

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City Council Meeting of **05/06/2020**

PRJ-78288
13935310021
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
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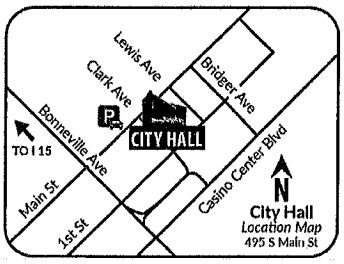

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City Council Meeting of **05/06/2020**

PRJ-78288
13934612081
123 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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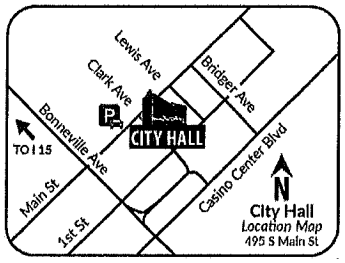

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935310025
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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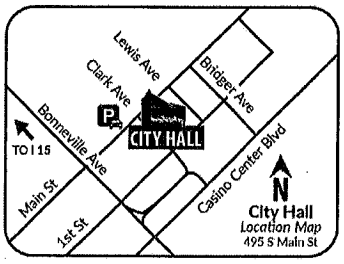

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EOT-78556 [PRJ-78288]
City Council Meeting of **05/06/2020**

PRJ-78288
13935310023
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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Las Vegas, NV
Permit No. 1630

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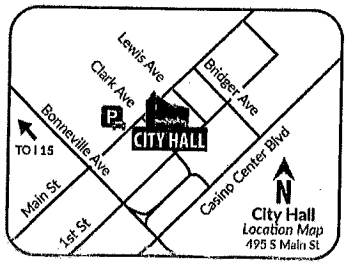
2020 APR 28 P 12:01



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EOT-78556 [PRJ-78288]

City Council Meeting of **05/06/2020**

PRJ-78288
13935317008
CHALOUPKA WILLIAM JOHN
1142 E CARSON AVE
LAS VEGAS NV 89101-5360

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
52

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
REPORTS AND PRESENTATIONS:

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

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
53

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 6, 2020

Agenda Item No.:
54

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 after Final Agenda - Letter and Petition Regarding Implementing Continued Operation of Essential Spiritual Services from the Apostolic Churches of Las Vegas, Henderson, North Las Vegas and Pahrump and the Gospel Apostolic Church
2. Submitted at Meeting - Copy of Personal Comments from the April 21, 2020 Clark County Commission Meeting Submitted by Daniel Braisted

Steve Stoltzfus, Pastor
1665 Lindell Road
Las Vegas, NV 89146

APOSTOLIC CHURCH Las Vegas

OBEY ACTS 2:38

(702)878-8000
(FAX)870-1993
www.aclasvegas.org
apostolicchurchlv@gmail.com

April 17, 2020

The Honorable Mayor Carolyn Goodman
Mayor, City of Las Vegas
495 South Main St.
Las Vegas, Nevada 89101

Re: Covid-19 and the Governor's Declaration of Emergency Directive 013

Dear Mayor Goodman,

We, the Pastors and members of the Apostolic Church appreciate the efforts undertaken by your office to protect the citizens of Nevada during this crisis. However, we take issue with the Declaration of Emergency Directive 013 ("Directive 013") issued by Governor Sisolak. In particular, we object to Section 4 of Directive 013, which provides that places of worship "shall not hold in-person worship services where ten or more persons may gather, including without limitation, drive-in and pop-up services." When it comes to places of worship, it is our position that the scope of Directive 013 does more harm than good and is unnecessarily heavy-handed.

The Apostolic Church is known as "The Family of God". The contributions of Faith Leaders and of churches to the people we touch daily is being minimized. We are pastoring people with whom we were present at their birth. We have helped them through their teenage years. We married them. We have guided them, cried with them, suffered when they suffered, and rejoiced with them. These people have dedicated themselves to their Church. They are hurting when they are not allowed to have any live connection to their Church, or Church Family.

Church services that provide both mental and spiritual services are no less essential than healthcare operations. Yet, inconceivably, our rights as Nevada citizens to worship our God as we deem necessary is being put in the same category as barber shops and hair salons. We as Faith Leaders are offended by this. We are not at church for social reasons, nor is it our entertainment. It is our life, and we want it to be treated as such.

These are unprecedented times and Nevadans are suffering like never before. They are dealing with the loss of a cherished family member or life-long friend and, unlike before, must now watch from a distance as that person is taken from them by the virus. Compounding that suffering, tens of thousands of Nevadans have lost their jobs and have depleted their savings. They have been forced to watch helplessly as the very source of their income or businesses they've dedicated their lives to building disappear. Nevadans are experiencing a loss of any semblance of familial and financial stability and yet have nowhere to turn. It is also important to remember that, while the Governor's recommendation to attend religious services via alternative means such as video or streaming is understandable, it fails to consider that not all churches have a website or the ability to stream services online, and not all congregants have internet access or cable TV. Live gatherings of communal worship provide persons with spiritual strength that a web-based video message can never hope to match.

Submitted after final agenda
Date 5/5/20 Item 54

Governor Sisolak's directive points out that people turn to their faith to push through challenging times. That is the case when faced with ordinary, day-to-day trials. However, when simultaneously faced with the loss of a family member or friend, a lost job and depleted savings, and no idea from where the money to pay for their homes or feed their children will come, the need for in-person spiritual service through Church and Church Family can truly be no greater. Nevadans are suffering and more than a few are on the precipice of suicide. Like never before, Nevadans are desperate for live spiritual services and the support of a faith-based community to deal with unimaginable hardship.

We respect the Governor's right to Worship and express his Faith in his way. We respect that he has used prayer in these decisions. We simply ask that he respect our way of Worship and Faith as well. There is no pandemic exception to the fundamental liberties the Constitution safeguards and the free exercise of religion is a constitutional right that, as Nevadans, we do not wish to forfeit or see diminished, especially when we have found ways to continue to exercise this right while meeting all of the CDC and Nevada Department of Health guidelines for essential services. We are therefore asking for your assistance in securing a policy to immediately implement the continued operation of essential spiritual services pursuant to the following actions:

1. Designating places of worship as essential;

2. Exempting travel to and from places of worship as an essential activity;

3. Lifting the prohibition on gatherings of ten or more persons at places of worship, provided places of worship adhere to measures previously instituted to reduce the spread of the virus including without limitation

   a. Physical distancing of not less than six feet;
   b. Utilization of masks by persons who have them; and
   c. Taking the temperature of all those who wish to enter and turning away those having temperature in excess of 99 degrees Fahrenheit.

We thank you in advance for your attention to this critical request and ask for any assistance you can provide so that Nevadans are not denied spiritual and emotional access to their faith during such turbulent times.

Sincerely,

Steve Stoltzfus
Senior Pastor, Apostolic Church of Las Vegas

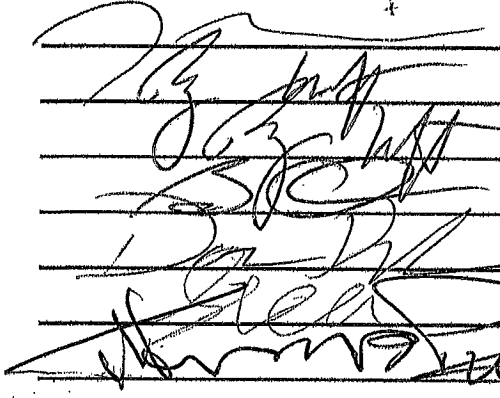
John Ickes
Senior Pastor, Gospel Apostolic Church

John Stoltzfus
Senior Pastor, Apostolic Church of Henderson

Anthony Liso
Senior Pastor, Apostolic Church of Pahrump

Andrew Simons
Senior Pastor, Apostolic Church of North Las Vegas

Businesses – Apostolic Church of Las Vegas Covid-19 Petition



ADVANTAGE ELECTRIC LLC
Dream Construction
Flatliners
OLSON IRON INC.
OLSON IRON INC
OLSON IRON INC
ARTISTIC IRON WORKS

Youth – Apostolic Church of Las Vegas Covid-19 Petition

Grace Lareau
Danaeyah Lareau
Kyla Wittwer
Naomi Loring
Steve Ochoa
Sharon Ochoa
Cynthia Dyke
Rachel A Glasscock
Rhonda [illegible]
[illegible]
[illegible] (Makenzi Dressler)
JORDAN HINDS
[illegible]
[illegible] (Matthew Dressler)
[illegible] Hinds
Anna Fern Hinds
BRO JIM McCRACKEN
Sister Lenta McCracken
Christina Whalen
Sean Whalen
[illegible]
D'ANTHONY MCCLAIN
[illegible]
Micala Delen
David Lund
Jennifer Lund
Alexa Lund
Jaden Lund
Jazlyn Lund
Josheb Laing
~~[illegible]~~ Sharon Laing
[illegible]
Alycia Laing
[illegible]

[illegible]
[illegible]
[illegible]
Phyllis [illegible]
Aga R. Carothers
[illegible]
[illegible]
[illegible] Dallas Snider
Ashlyn Snider
David Spurll
CLEMENTE NAROIDA
Mary Grace P. Naroida
GARY BO OLSON
Laurie Olson
[illegible]
[illegible]
[illegible]
Sylvia Dyke
[illegible]
[illegible] Carothers
[illegible]
[illegible] Glasscock
[illegible] V. Stanton
[illegible] M. Stanton
[illegible] Stanton
TRESTAN V.D. STANTON
[illegible] V.C. Stanton
Janner V.K. Stanton
Arianna Stanton
Trent Stanton
Trevor V.M. Stanton

Adults & Families – Apostolic Church of Las Vegas Covid-19 Petition

Thila Lareau
[illegible]
Linda M. [illegible]
[illegible]
Brenda Tyler
[illegible]
Delphine M Henderson
Patrica A. Henderson
Joyce Peters
[illegible]
Isaiah
[illegible]
Ada Howell
Megan Howell
YMAKENA
Robert Cinton
Joseph Lareau
Vanessa Lareau
Lil Joe Lareau
Jack Lareau
Shirley King
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
Ronald Lollar
Sunshine Lollar
Ronald Lollar
ROSE LOLLAR
[illegible]

Nona Neumann
[illegible]
Marco Antonio Llanes
Andrea Gonzalez
Moises Llanes
[illegible]
[illegible]
[illegible]
[illegible]
Janis Thompson
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
Stephen Dyke
Hailey Dyke
Kaseddy Dyke
Natalie Dyke
[illegible]
DANIEL STEPHEN LAREAU
Ginger Dearing
[illegible]
MH
Melaina Howell
[illegible]
[illegible]
[illegible]
[illegible]
Emma Napier
[illegible] Napier
[illegible]
[illegible]

Colton Smithwick

Elisabeth Ochoa

Ana Ochoa

priscilla

sofia

Josiah Ochoa

Ariel Ochoa

Natalie Dykes

Keaton Simons

Hope Glasscock

Jake Parcells

Craig Eastman

Leann Eastman

Benjamin Eastman

Samuel Eastman

Ethel Eastman

Julianna Glasscock

Bonnie C. Lollar



We the undersigned of the Apostolic Gospel Church, do hereby summit our signatures as affirmation of the petition as submitted to Las Vegas Mayor Goodman.

John Ickes
Tina L Galaviz
Jose L. Galaviz
Christian Stack
Brenda Interiano
Ronald Edwards
Daniel A. Delgado
Leah C. Heredia
Gustavo Heredia
Noah Heredia
Chyanne Monroe
Patricia Garcia
Miguel Perez
Chandler Peterson
Cesar Cruz
Abigail Peterson
Justin Ventura

Jeremy Peterson
Gwen Ickes
Steven Monroe
Leona Lemuki
Jermiah Ventura
Massiah Williams
Adiyah Ventura
Daniel I. Delgado
Salomen J Delgado
Manoah Delgado M.A.J
Mark
Griselda Olguin
Jordan Knighten
Justin Sve
Danielle Zamorano
Moriah Peterson
Magdalena Lule

2525 N Decatur Blvd. #4, Las Vegas, NV 89108 702-648-4488 jickes30@gmail.com

Apostolic Gospel Church

Pastor John Tickes

We the undersigned of the Apostolic Gospel Church, do hereby summit our signatures as affirmation of the petition as submitted to Las Vegas Mayor Goodman.

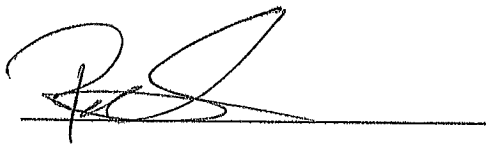
David Intemano	Sherry Smith
Brenda Intemano	Dearl Smith
Madeline Intemano	
Victoria Intemano	
	Juan C. Jaquez
Lincoln	Lincoln
Adriana Lile-Lagunas	
Rocio Jaquez	
Elizabeth Lile	
Leonardo Sanchez	

2525 N Decatur Blvd. #4, Las Vegas, NV 89108 702-648-4488 jickes30@gmail.com

Businesses – Apostolic Church of North Las Vegas Covid-19 Petition

STAN HYT	Stan Hyt
DANETTE HYT	Danette Hyt
Noel Hyman	Noel Hyman
Shanna Simons	
Luis Acosta	Luis Acosta
Gabriel Acosta	Gabriel Acosta
Pascual Simon	Pascual Simon
Ricardo Huerta	Ricardo Huerta
Marco Simmons	
Ricardo carrera	Ricardo carrera
Irving carrera	Irving carrera
Felipe Martinez	Felipe M, G
Rodolfo cerna	Rodolfo cerna
Jose E Cerna	
Franco Pacini	
Rbecc Winton	
Frances Gilliam	Frances Gilliam
Andrew Simons	

Renau Duarte



COVID19 DIRECTIVE PETITION

Please Print and Sign name

ANTHONY LISO
Pastor of the Apostolic Church of Pahrump

PAUL LISO

DON DAVIS

SHIRLEY DAVIS

Janet Leary

Maryann Williams

Linda J. Smith

COVID19 DIRECTIVE PETITION

Please Print and Sign name

Pastor of the Apostolic Church of Pahrump			
Karlisa Liso	Karlisa Liso		

From: Comment@ClarkCountyNV.gov,
To: danielb702@aol.com,
Subject: Re: DB Last Public Comments Clark County Board Meeting April 21, 2020
Date: Tue, Apr 21, 2020 10:57 am

Thank you. We are in receipt of your comments.

Regards,
Marcie Whelan
Executive Assistant to
County Manager Yolanda King.

From: Daniel Braisted <danielb702@aol.com>

Sent: Tuesday, April 21, 2020 5:42 PM

To: Comment <Comment@ClarkCountyNV.gov>

Cc: officeofthemayor@lasvegasnevada.gov <officeofthemayor@lasvegasnevada.gov>

Subject: DB Last Public Comments Clark County Board Meeting April 21, 2020

Final Public Comments Clark County Board Meeting April 21, 2020
Daniel Braisted, Resident of Las Vegas

1) There are three ways to change direction
A. Do more of what is good
B. Do less of what is bad
C. Do both, do more of what is good and less of what is bad

In extreme cases, when large ships have to change direction rapidly, the captain orders "Port engines All ahead full, Starboard engines Full Reverse"

This line of thinking applies when people need to make a major change in the direction of their health.
On a marquee in front of the hospital on Maryland Parkway and DI, there is a post to eat more Vegetables and Fruits, Good.
There is no mention of what to cut or reverse or do less of ...
There should be a post to slash all sugar and white flour, intake, when body may be out of balance

If we have a large glass bowl filled with distilled water ... and tested its electrical conductivity, there wouldn't be any conductivity
a) If you blended sugar into the same large glass bowl with distilled water, there still wouldn't be any conductivity.
b) If you had another large glass bowl with distilled water, and added Himalayan Salt, Sea Salt, or salt from the Great Salt Lake there would be conductivity. (Robert O. Young's You-Tube Post)

The point is the human body is electrical ... It runs on electrons... Salts have extra electrons, which the body needs. Sugars don't have extra electrons, thus lessen the body's conductivity.
The point is the yes, Health Authorities should be encouraging more vegetables (ideally pureed) and more fruits.
They also have a responsibility to warn residents what foods and drinks to avoid when the body is out of balance.
To include, all sugars, sodas, other high acidic drinks, and most foods made with white flour (pizzas, pastas, etc)

Many people like cold pizza ...Mold doesn't grow on days old pizzas ... there isn't any live food in most pizzas.
Good nutrition in pizzas has been killed in the 400 degree ovens.

Summary:
Health community should be talking about what to eat and drink (especially good electron rich water) at this time, and what food and drinks the residents should cut back on to strengthen their internal "levies" or immune system.

==========

Submitted at City Council
Date 5/6/20 Item 54
By: Daniel Braisted

AGENDA SUMMARY PAGE

City Council
Meeting of: May 6, 2020

Agenda Item No.:
55

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 - Copy of E-mail Sent to Councilman Crear Submitted by John Perazzo; Flyers for Ward 1 Text Town Hall, Supporting Small Businesses During COVID-19, Celebrating Community - National Nurses Day and National Correctional Officers Week and Stay In Touch with Ward 1 by Councilman Knudsen; Flyers for Ward 2 Announcements, Ward 2 Contact Information/General City of Las Vegas Information and Social Media by Councilwoman Seaman; Flyers for Ward 5 Final Announcements, Quiet Storm and City of Las Vegas Receive a Free Entrée from Simplypure Event, Ward 5 Staff/Ward 5 Newsletter and Stay Connected by Councilman Crear; and Floyd Lamb Park Bike Trail Grand Opening, Firefighter Appreciation Day, Star Wars - May the 4th Be With You, Teacher Appreciation Week, Nevada Child Seekers Located/Missing Juvenile Bulletin and Corridor of Hope Homeless Success Stories by Councilwoman Fiore

Fw: City Council Meeting, Wed 5/6/2020

John Perazzo <bcc_jperazzo@LasVegasNevada.GOV>

Wed 5/6/2020 3:53 PM

To: City Council Live <citycouncillive@lasvegasnevada.gov>

7 attachments (2 MB)

Southern Nevada Health District daily report of CoViD-19 cases - Epidemiological Curve.pdf; statistical communications in infectious diseases 20502 covid19, clark county, nv - snhd zip map color code bin size count.pdf; statistical communications in infectious diseases 20502 covid19, clark county, nv - smoothed line chart, 89106,107,108.pdf; statistical communications in infectious diseases 20502 covid19, clark county, nv - per capita cases 89106, 7, & 8.pdf; Southern Nevada Health District daily report of CoViD-19 cases.xlsx; statistical communications in infectious diseases 20502 covid19, clark county, nv.xlsx; Dear Councilman Crear, (copy of email).pdf;

Respectfully submitted,

John A Perazzo
Member representing Ward 5
Senior Citizens' Advisory Board (1st Thursdays at 1pm)
Outreach Subcommittee (Every other 2nd Thursday)
City of Las Vegas, Nevada

Building Community
Healing the Separation

John Perazzo
Senior Citizens Advisory Board
OFFICE OF COMMUNITY SERVICES

702.229.6690
SeniorAdvisoryBoard@lasvegasnevada.gov
Fax | 702.598.3938
TTY | 711

City Hall
495 S. Main St. | Las Vegas, NV 89101

Submitted at: City Council
Date 5/6/20 Item 55
By: John Perazzo

From: John Perazzo
Sent: Tuesday, May 5, 2020 4:16 PM
To: Cedric Crear <ccrear@LasVegasNevada.GOV>

John Perazzo
Senior Citizens Advisory Board
OFFICE OF COMMUNITY SERVICES

702.229.6690
SeniorAdvisoryBoard@lasvegasnevada.gov
Fax | 702.598.3938
TTY | 711

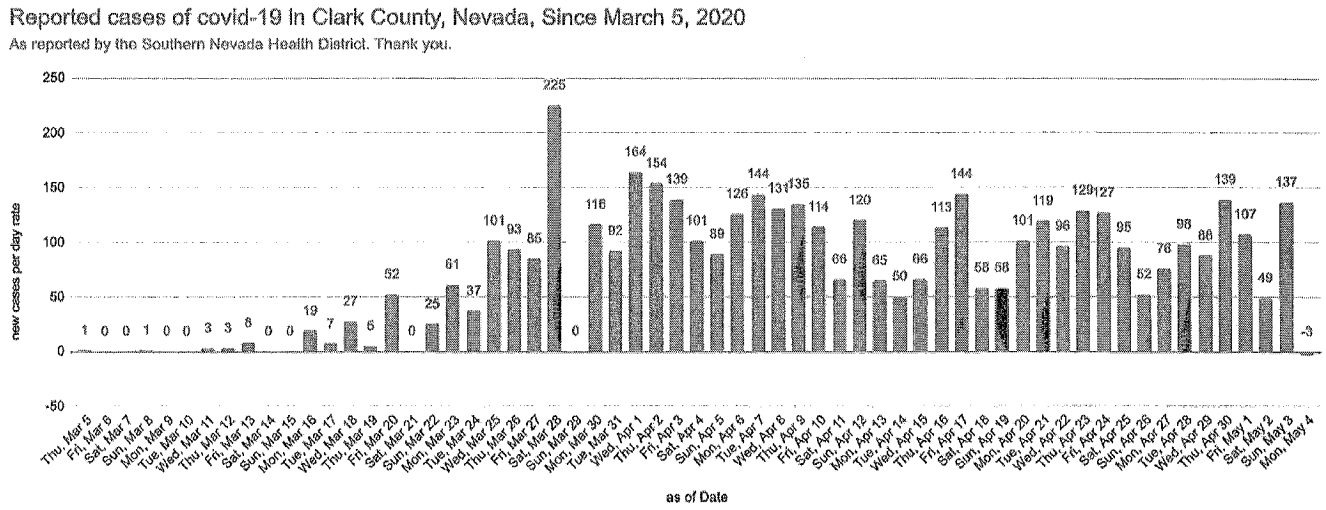
City Hall
495 S. Main St. | Las Vegas, NV 89101

Cc: Councilman Cedric Crear <Ward5@public.govdelivery.com>; Gregory Gray <ggray@LasVegasNevada.GOV>; Deanne O'Rear-Cameron <bcc_dcameron@LasVegasNevada.GOV>; jplvnv@gmail.com <jplvnv@gmail.com>
Subject: City Council Meeting, Wed 5/6/2020

Dear Councilman Crear,

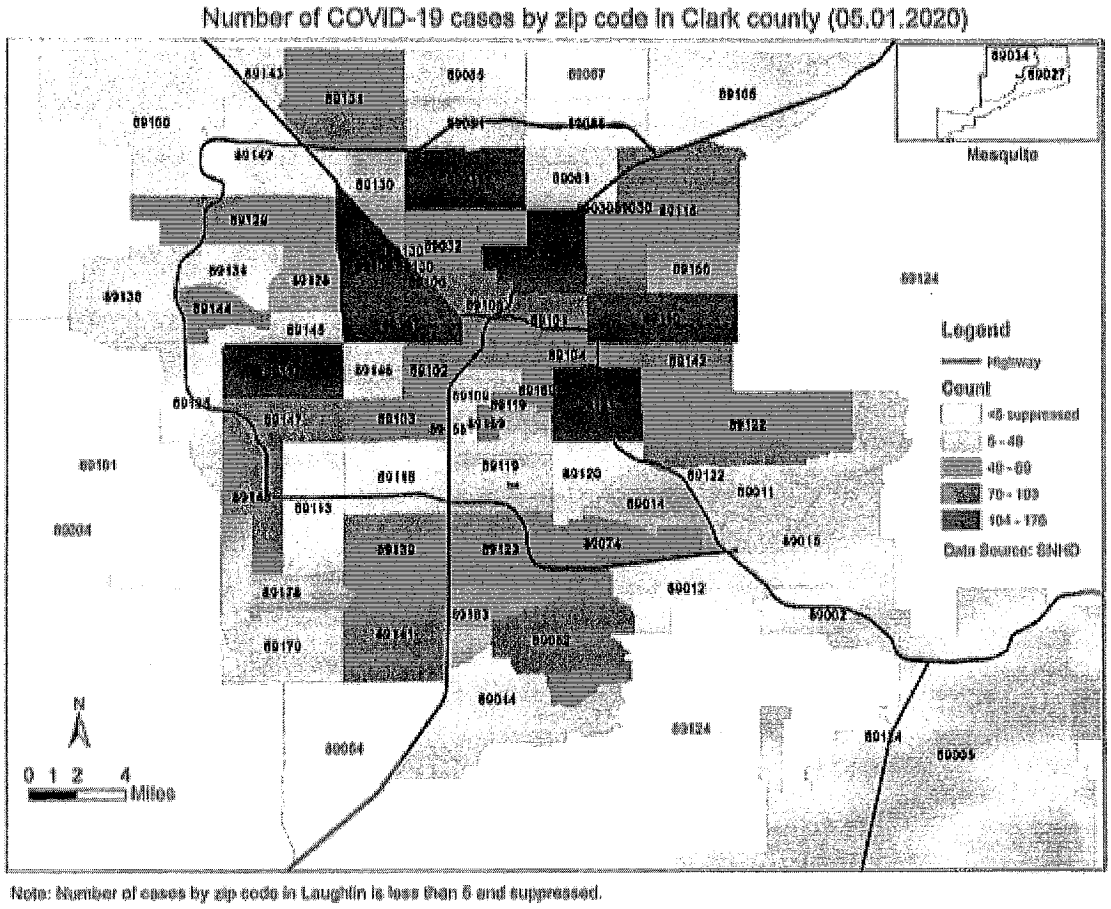
I see the city council is meeting tomorrow. You may not need this, but in two weeks, it will be out of date.

I'm your ward 5 representative to the Senior Citizens' Advisory Board. Since I've been furloughed from my blackjack dealing job at the California Hotel and Casino in March, I've been following the Southern Nevada Health District's COVID-19 updates (SNHD). This is a selfie of Clark County, Nevada to date according to the epidemiological curve.



I'm attaching copies of the data. The sheets may not be pretty, but they are true.

What is important for the meeting tomorrow and our ward are the zip code areas 89106, 107 and 108. As you may know, the SNHD also publishes zip code maps of the number of cases in each postal code. What may not be apparent is as the number of cases increases across the county, the bin sizes, upper, and lower boundaries of those color coded maps changes as well. This makes relative comparisons from map to map more difficult. Here is a GIF that illustrates what I mean. The time period is from the first day the SNHD started making the maps until May 1st when I made the GIF. Toggle through it if that helps.

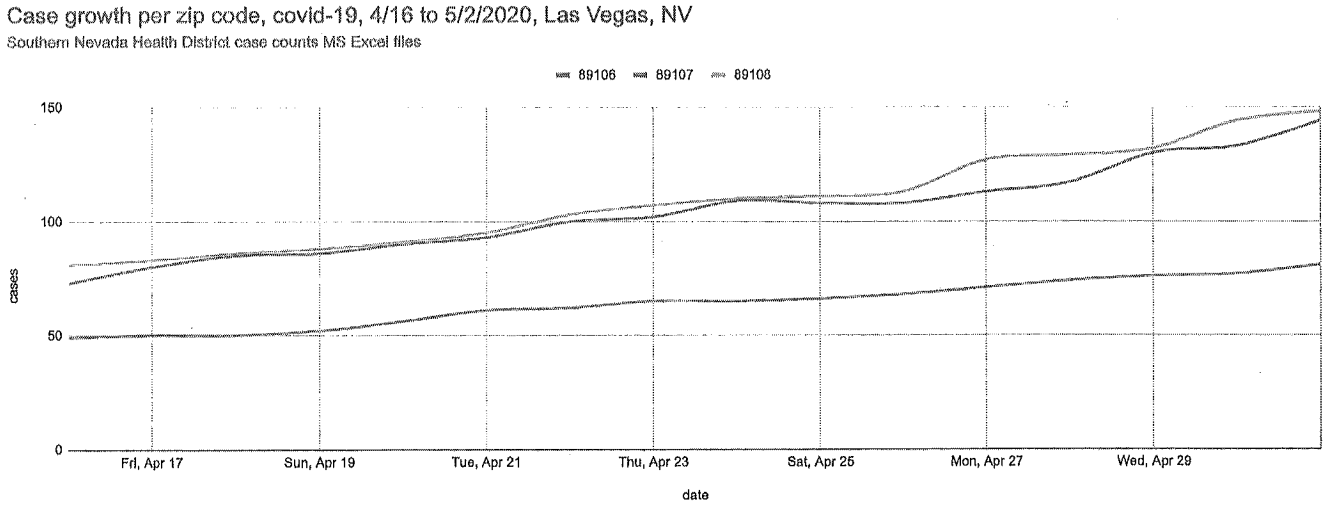


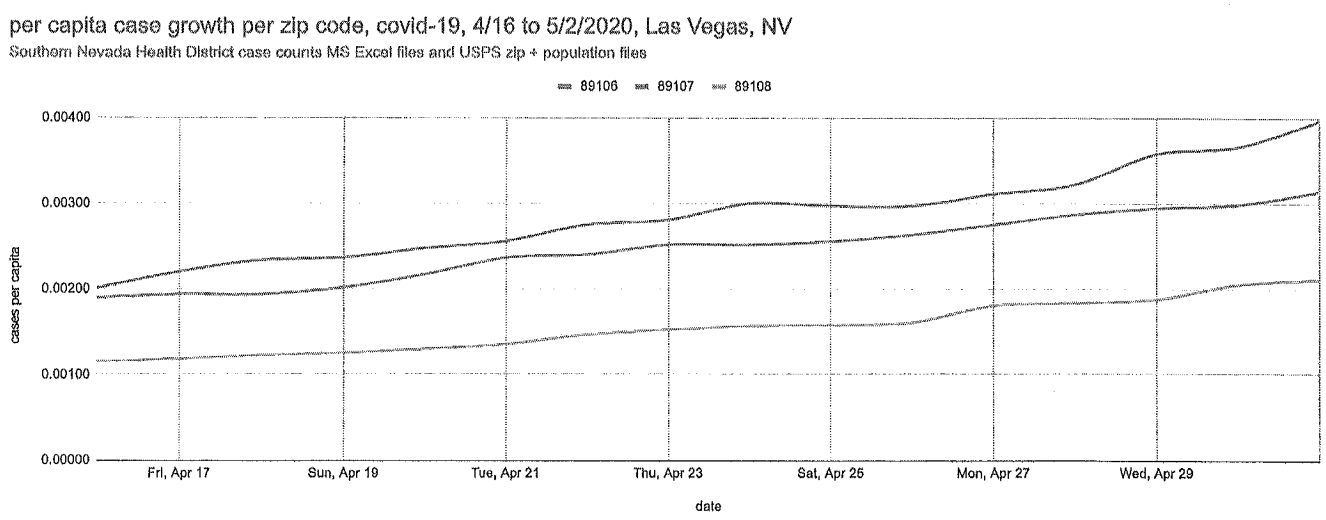
Note: Number of cases by zip code in Laughlin is less than 5 and suppressed.

I'll attach a table which gives the bin sizes and boundaries.

Since the SNHD also gives the Excel files of the actual count, I began looking at a few days in our ward. This is the meat of this email.

As you can see from the GIF above (resting on May 1st by design), 89107 and 108 are red. I was wondering how we got there and what is the growth in our (my) neighborhood. For this, I plotted the raw numbers, then did it again with the USPS's population numbers per zip code for per capita trends.





I do not know why 89107 is so hot. (I hope it is not because of senior housing or care facilities, but I don't know.)

Peace.

Respectfully submitted,

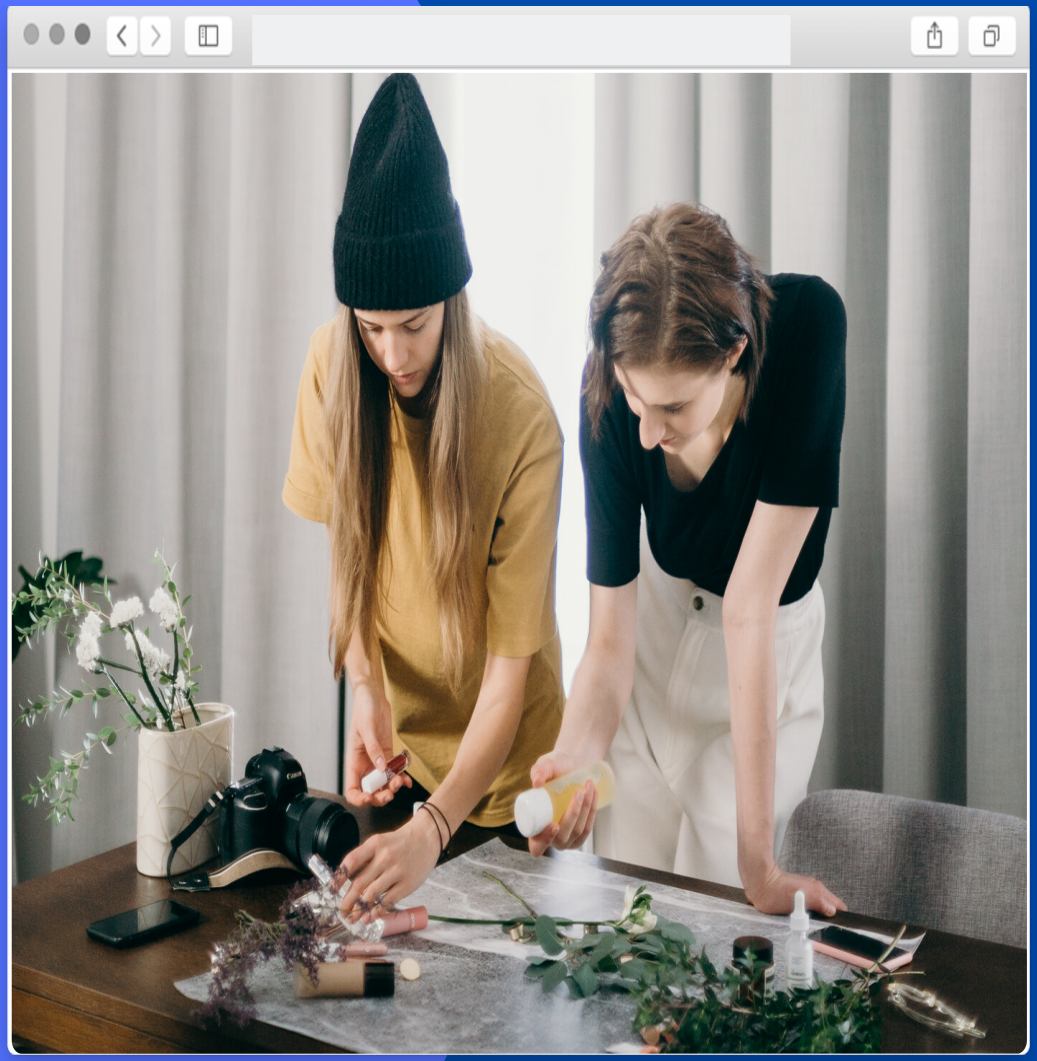
John A Perazzo
702-498-7735 (cell phone, voice-mail)
jplvnv@gmail.com (personal)
Member representing Ward 5
Senior Citizens' Advisory Board (1st Thursdays at 1pm)
Outreach Subcommittee (Every other 2nd Thursday)
City of Las Vegas, Nevada

Building Community
Healing the Separation

Ward 1 Text Town Hall

Look out for a text message from the #LVWard1 Team on Wednesday to participate in a texting town hall!





Supporting Small Businesses during COVID-19

The Southern Nevada Health District has released helpful tools for small business establishments. Visit: *southernnevadahealthdistrict.org* for information.

Celebrating Community



National Nurses Day
May 6, 2020



National Correctional Officers Week
May 5 - 11



Ward 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov

Call: 702-493-1547


City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
SUMMERLIN

WARD 2

Ward 2 Contact Information

Phone Number 702-229-2420

Email ward2@lasvegasnevada.gov

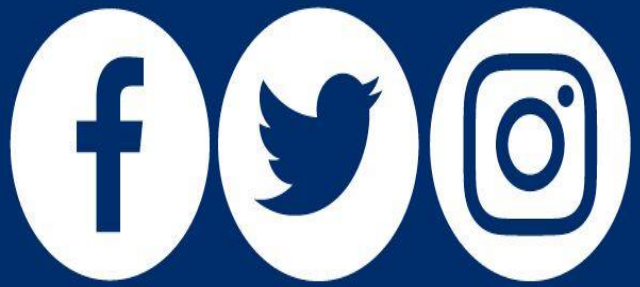
For General City of Las Vegas Information

Call 702-229-CARE

Or Visit lasvegasnevada.gov/coronavirus

PLEASE FOLLOW UP ON SOCIAL MEDIA AT:

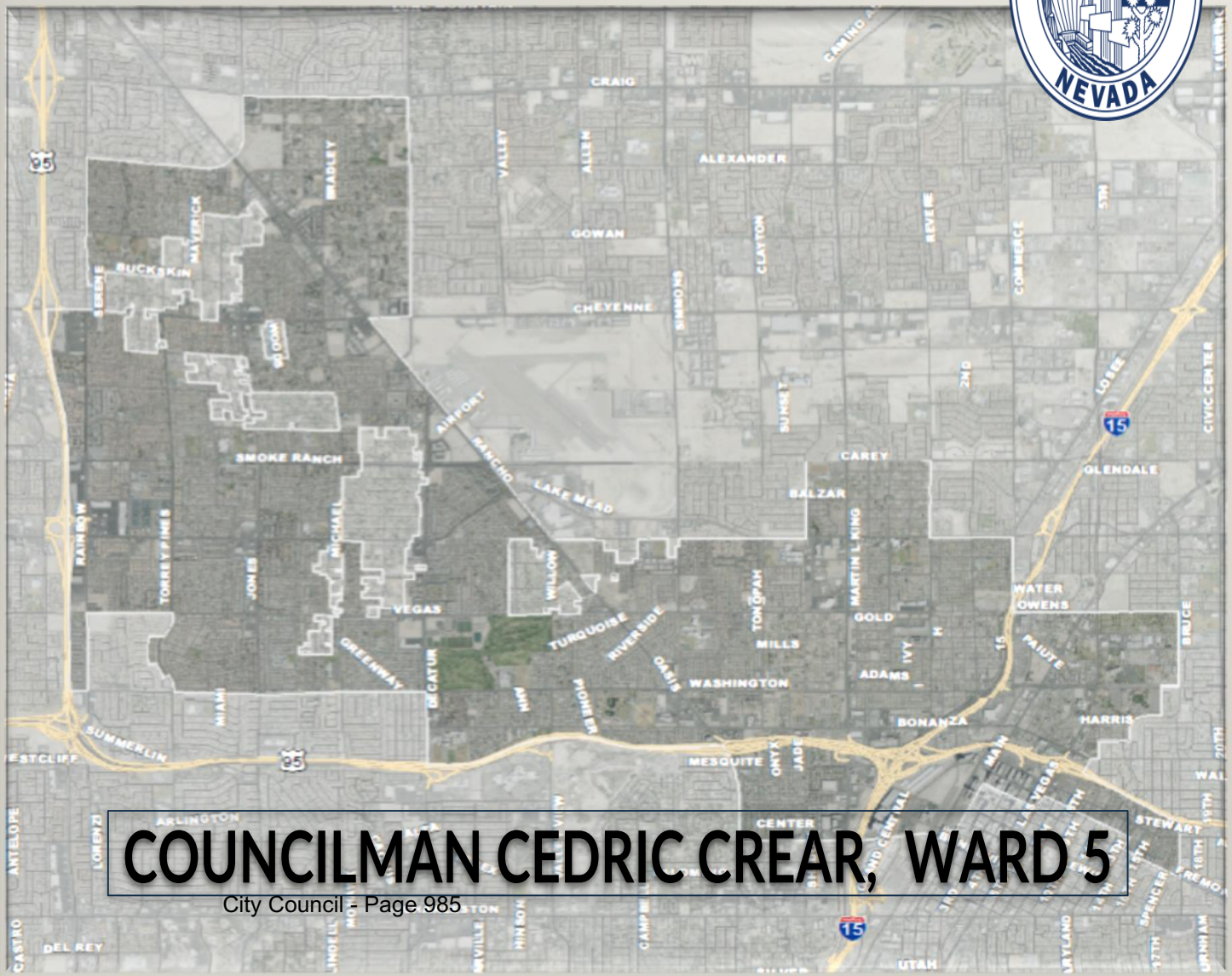
@victoriadseaman



VictoriaDSeaman

Ward 5 Final Announcements





COUNCILMAN CEDRIC CREAR, WARD 5


CITY OF LAS VEGAS NEVADA
QUIET STORM FOUNDATION
A WHIRLWIND OF OPPORTUNITIES
Quiet Storm Foundation & City of Las Vegas will co- sponsor
packaged food distribution for the community to
RECEIVE A FREE ENTRÉE
from simplypure
Food will be available while food supplies last.
SATURDAY, MAY 9, 2020 | 12:00 P.M. – 1:30 P.M.
DOOLITTLE SENIOR CENTER PARKING LOT
1901 N. J Street Las Vegas Nevada 89106
Like the Food?
Share your photos on social media
use #Simply-purelvx@SF
#StayAtHomeNevada

WARD 5

COUNCILMAN | CEDRIC CREAR

NEWSLETTER



We are available to assist you, please contact us at:

Councilman Cedric Crear	ccrear@lasvegasnevada.gov
Tanya Jackson-Renter	tjackson@lasvegasnevada.gov
Harry Williams	hwilliams@lasvegasnevada.gov
Kelly Woods	kwoods@lasvegasnevada.gov

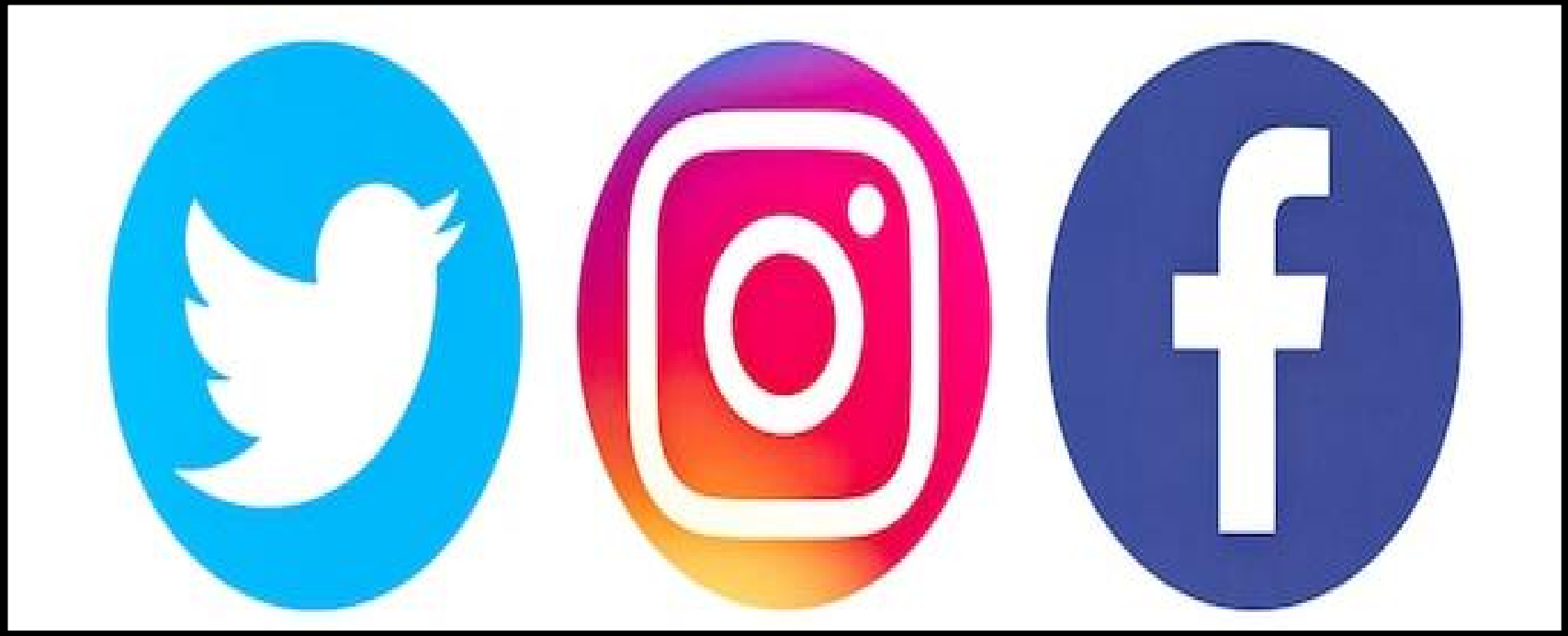
Ward 5 Newsletter: tjackson@lasvegasnevada.gov



Ward 5 Newsletter: tjackson@lasvegasnevada.gov

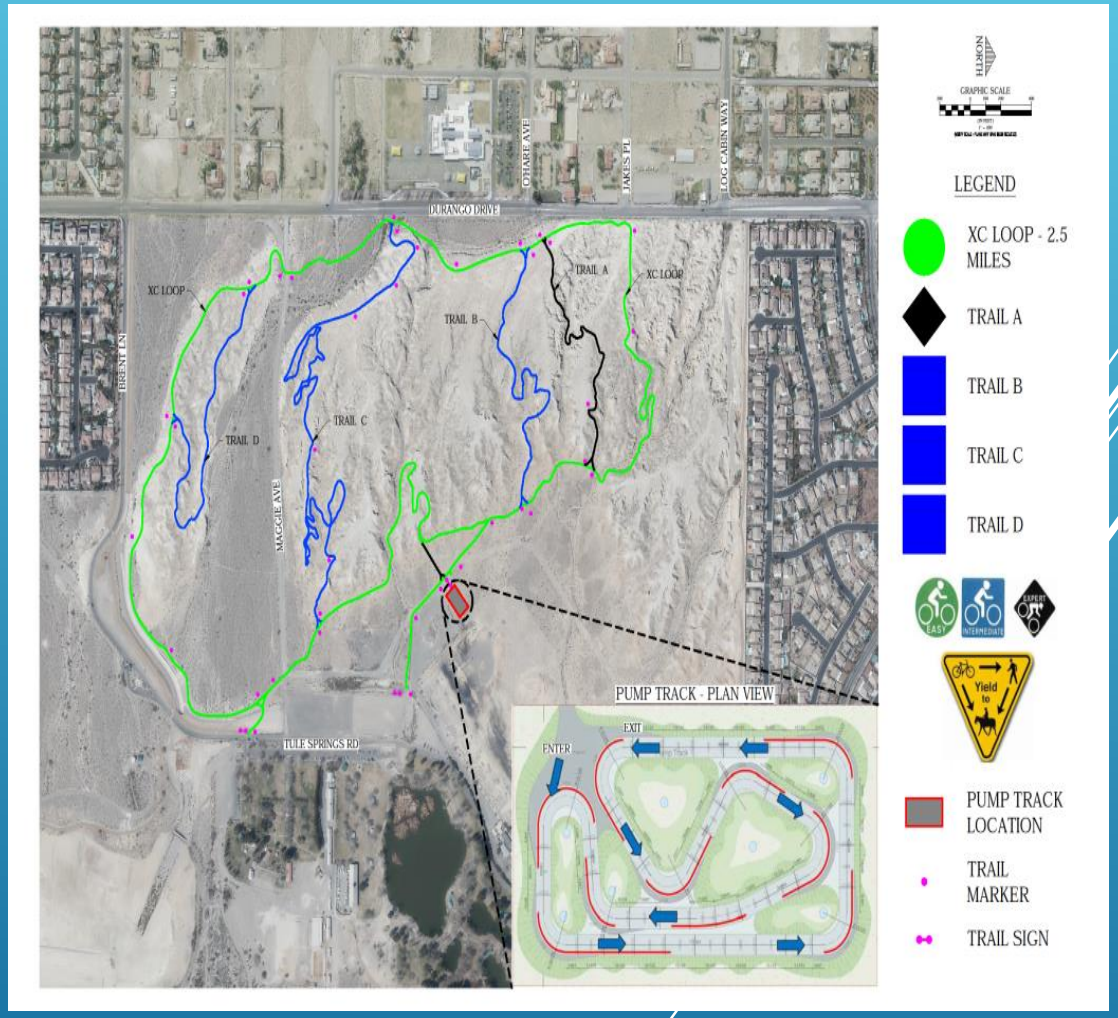
Ward 5: Announcements





Social Media Portals


The Las Vegas City Council and
Mayor Pro Tem Michele Fiore
cordially invite you to the
FLOYD LAMB PARK
BIKE TRAIL
GRAND OPENING
Saturday, May 23
8:30 a.m.
Floyd Lamb Park
at Tule Springs
9200 Tule Springs Road
Several miles of mountain bike trails are planned for Floyd Lamb Park at Tule Springs.
The trails will have various skill levels, including a pump track for BMX riders and mountain bike riders. There will be several location signs and maps of the trails for public information and direction.
For more information, please contact the Ward 6 Council Office at 702.229.5463.

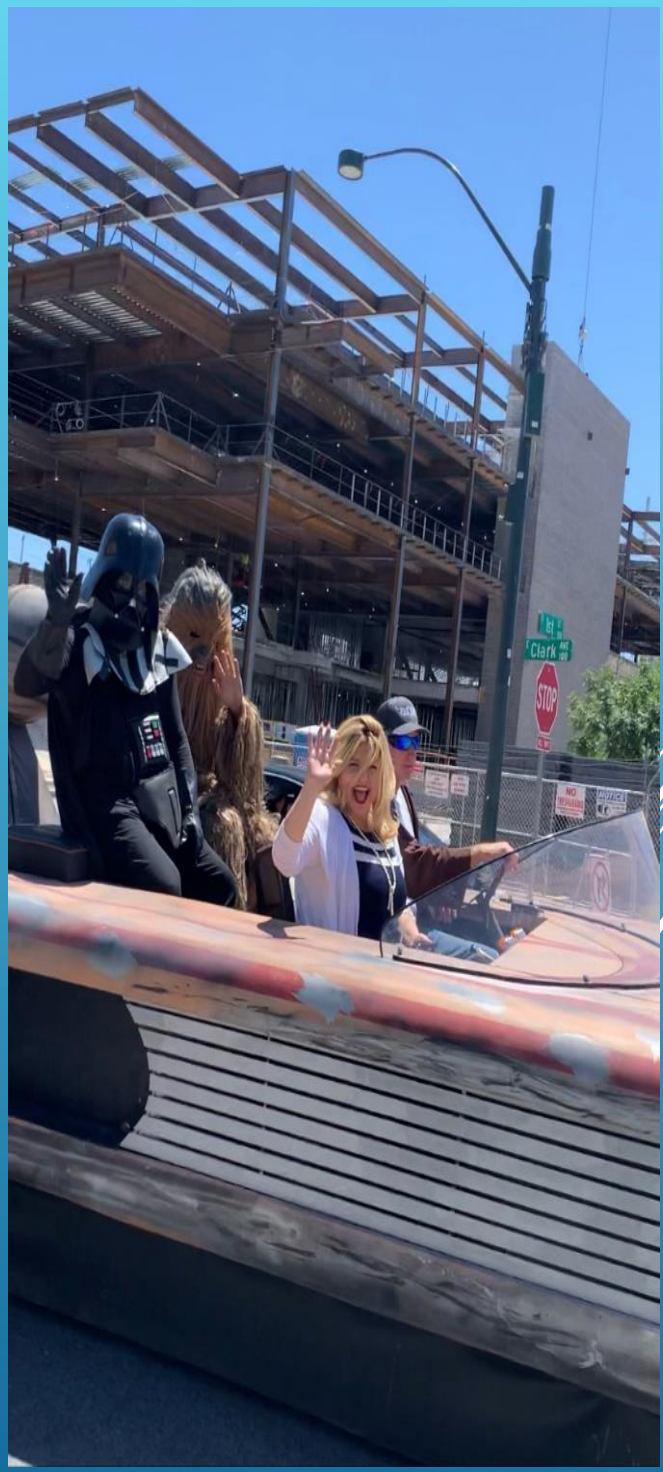

DURANGO DRIVE
OTAKIE AVE
JAKES PL
LOG CABIN WAY
XC LOOP
TRAIL A
TRAIL B
TRAIL C
TRAIL D
BRENT LN
MAGGIE AVE
TULE SPRINGS RD
PUMP TRACK - PLAN VIEW
ENTER
EXIT
LEGEND
XC LOOP - 2.5 MILES
TRAIL A
TRAIL B
TRAIL C
TRAIL D
EASY
INTERMEDIATE
EXPERT
Yield to
PUMP TRACK LOCATION
TRAIL MARKER
TRAIL SIGN

Firefighter Appreciation Day
May 4, 2020






MAY THE 4TH
BE WITH YOU


Clark
STOP



May 4-8, 2020

LOCATED

Sent: 2020-04-29 @ 11:04 Case: 20BC0466 Author: JH/NCS

NIC #

Last Name COCHRAN

First Name IMAYAH

Nickname

Alias

Age 12

Gender FEMALE

Height 5'0

Weight 75 LBS

Eyes DARK BROWN

Hair BLACK

Complexion

Race AFRICAN AMERICAN

BirthDate

Last Contact 4/11/2020

Marks



CHILD WAS LAST SEEN IN THE AREA OF LA[illegible] M[illegible]IN DR & BOULDER CITY PKWY (BOULDER CITY, NV)

CHILD WAS LAST SEEN WEARING P[illegible]K PANTS[illegible]ND SHIRT WITH PINK SLIPPERS

IF YOU HAVE ANY INFORMATON P[illegible]ASE CONT[illegible]T THE NUMBERS LISTED BELOW

LOCATED

[illegible]OULDER CITY Police (702) 293-9224
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2020-05-01 @ 10:04 Case: 200400101905 Author: JH/NCS

NIC #

Last Name MAGANA

First Name VINCENT

Nickname

Alias

Age 15

Gender MALE

Height 6

Weight 175

Eyes BROWN

Hair DARK BROWN

Complexion

Race HISPANIC

BirthDate

Last Contact 04/21/2020



Marks

CHILD WAS LAST SEEN IN THE AREA OF PECOS & BONANZA (LAS VEGAS,NV)

VINCENT WAS LAST SEEN WEARING A WHITE SHIRT WITH TAN PANTS

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

LOCATED

Sent: 2020-05-01 @ 09:52 Case: 200400070058 Author: JH/NCS

NIC #

Last Name MOORE

First Name JONPAUL

Nickname

Alias

Age 14

Gender MALE

Height 5'9

Weight 145

Eyes DARK BROWN

Hair BLACK

Complexion

Race AFRICAN AMERICAN

BirthDate

Last Contact 04/24/2020

Marks



JONPAUL WAS LAST SEEN IN THE AREA OF S. TORREY PINES & FLAMINGO (LAS VEGAS,NV)

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

CHILD HAS A SCAR ON THE LEFT SIDE OF HIS NECK

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

Corridor of Hope



