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

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

City Council Agenda

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

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

NOTE: The regularly scheduled Las Vegas City Council meeting of Wednesday, July 6, 2022 is being vacated, due to the 4th of July holiday.

June 1, 2022
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

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

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

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

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

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

CEREMONIAL MATTERS

1. Call to Order

2. Announcement Regarding: Compliance with Open Meeting Law

3. Invocation - Reverend Charlotte Parker, Community Spiritual Center

4. Pledge of Allegiance

5. Recognition of the Citizen of the Month

6. Recognition of the Great American Pride Award Recipients

BUSINESS ITEMS - 9:30 A.M. SESSION

PUBLIC COMMENT

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

BUSINESS ITEMS - 9:30 A.M. Session

8. For Possible Action - Any items from the 9:30 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

9. For possible action to approve the Final Minutes by reference of the May 4, 2022 Regular City Council Meeting

CONSENT AGENDA

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

CITY ATTORNEY - CONSENT

10. For possible action to approve continued funding for McDonald Carano to represent the City of Las Vegas in an action filed against it by Fore Stars, Ltd. and Seventy Acres, LLC, Case No. A-18-773268-C, in the Eighth Judicial District Court concerning several land use applications for the development of approximately 17.49 acres on a portion of the former Badlands Golf Course for an amount not to exceed $100,000 (General Fund) - Ward 2 (Seaman)

FINANCE - CONSENT

11. For possible action to approve a Notice of Intent to Augment and Amend the Fiscal Year 2022 annual budget of the City of Las Vegas General Fund in the amount of $93,000,000

12. For possible action to approve Amendment No. 1 to the existing Franchise Agreement for the Provision of Non-Emergency Ambulance Services between the City of Las Vegas (“City”) and Guardian Elite Medical Services, LLC (“Guardian Elite”) - All Wards

FINANCE - PURCHASING AND CONTRACTS - CONSENT

13. For possible action to approve award of Contract No. 22.MWA797.D1-DD, Prime Design Services for Owens Avenue Interceptor - Department of Public Works - Award recommended to: STANTEC CONSULTING SERVICES, INC. ($2,263,374.67 - Sanitation Enterprise Fund & Road and Flood Capital Projects Fund) - Wards 3 and 5 (Diaz and Crear) and City of North Las Vegas

14. For possible action to approve award of Amendment No.1 to Contract 210186-JH, Prime Design Services for Downtown Civic Center Building and Plaza, located on the southeast corner of Main Street and Clark Avenue across from Las Vegas City Hall - Department of Public Works - Award recommended to: LGA ARCHITECTS ($2,418,312 - General Capital Projects Fund) - Ward 3 (Diaz)

15. For possible action to approve award of Contract No. 220097-PH-A, Professional Services for Public Attorney - Department One - Las Vegas Municipal Court - Award recommended to: MORTON LAW, PLLC (Not-to-Exceed

$102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

16. For possible action to approve award of Contract No. 220097-PH-B, Professional Services for Public Attorney - Department Two - Las Vegas Municipal Court - Award recommended to: LAW OFFICE OF BENJAMIN NADIG, CHTD (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

17. For possible action to approve award of Contract No. 220097-PH-C, Professional Services for Public Attorney - Department Three - Las Vegas Municipal Court - Award recommended to: MATSUDA LAW, LTD (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

18. For possible action to approve award of Contract No. 220097-PH-D, Professional Services for Public Attorney - Department Four - Las Vegas Municipal Court - Award recommended to: FRANK P. KOCKA, PLLC (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

19. For possible action to approve award of Contract No. 220097-PH-E, Professional Services for Public Attorney - Department Five - Las Vegas Municipal Court - Award recommended to: KETTER LAW OFFICES (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

20. For possible action to approve award of Contract No. 220097-PH-F, Professional Services Contract for Public Attorney - Department Six - Las Vegas Municipal Court - Award recommended to: BELLON LAW GROUP, LTD (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

21. For possible action to approve award of Modification No. 2 to Contract No. 180289-MC, Landscape Maintenance Equipment Service and Repairs - Department of Parks and Recreation - Award recommended to: KEITH EZZO DBA REEL XCLUSIVE (Not-to-Exceed $70,000 Annually - General Fund) - All Wards

PLANNING - BUSINESS LICENSING - CONSENT

22. For possible action to approve a Temporary Cannabis Distributor license for 3AP INC dba NATURE'S CHEMISTRY at 3020 North Nellis Boulevard - Clark County, Nevada

23. For possible action to approve a One-Day Opening for a Non-Restricted Gaming license UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at MOULIN ROUGE at 840 West Bonanza Road - Ward 5 (Crear)

24. For possible action to approve a Massage Establishment (Accessory) license for NW HEALTH & WELLNESS CENTER LLC dba NW HEALTH & WELLNESS CENTER LLC at 7365 Prairie Falcon Road, Suite #110 [John T Kenny, Managing Member] - Ward 1 (Knudsen)

PUBLIC WORKS - CONSENT

25. For possible action to approve Interlocal Contract 1094 - Supplemental No. 5 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total funding for engineering for the Citywide Traffic Engineering Design Services: Fiscal Year 2020 City of Las Vegas Project ($150,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

26. For possible action to approve a temporary change of the speed limit on Alta Drive from Rancho Drive to Martin Luther King Boulevard and Bonneville Avenue from Martin Luther King Boulevard to Maryland Parkway from 30 mph to 25 mph - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

27. For possible action to approve the installation of speed cushions on Mello Avenue between Bradley Road and Jones Boulevard Drive ($70,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 6 (Fiore)

28. For possible action to approve Interlocal Contract 3026 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the preliminary design of roadway improvements for the Owens Avenue, Rancho Drive to Las Vegas Wash Project, associated with the Owens Avenue/Vegas Drive Interceptor Sewer and Flood Coordination Project ($600,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

29. For possible action to approve Interlocal Contract 3025 between the City of Las Vegas (CLV) and the Regional

Transportation Commission of Southern Nevada (RTC) to provide funding for the construction of the Safety Upgrade Program, City of Las Vegas Fiscal Year 2022 ($1,000,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

30. For possible action to approve Interlocal Contract 3024 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction of the Intersection Improvement Program, City of Las Vegas Fiscal Year 2022 ($2,500,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

31. For possible action to approve Interlocal Contract 3023 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction of the 7th Street, Bridger Avenue to Stewart Avenue Project ($9,600,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

32. For possible action to approve Interlocal Contract 3022 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction of the Complete Streets - Charleston Boulevard, Martin Luther King Boulevard to Rancho Drive Project ($26,300,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

33. For possible action to approve Interlocal Contract 3021 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction and maintenance of the Neighborhood Rehabilitation Program: City of Las Vegas Fiscal Year 2022 ($650,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

34. For possible action to approve Fifth Supplemental Interlocal Contract LAS23I17 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to June 30, 2025 for the Centennial Parkway Channel West - US-95, CC-215 to Grand Teton and US-95 Crossing at Kyle Canyon Road Project - Ward 6 (Fiore)

35. For possible action to approve Interlocal Contract LAS05N22 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the construction of Meadows - Charleston Storm Drain, Essex to Lindell Project ($16,038,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

36. For possible action to approve Second Supplemental Interlocal Contract LAS30A13 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to June 30, 2025 for the Gowan - Alexander Road, Rancho Drive to Decatur Boulevard Project - Ward 5 (Crear)

37. For possible action to approve Second Supplemental Interlocal Contract LAS22U19 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to June 30, 2025 for the Brent Drainage System - Durango Drive to O'Hare Avenue Project - Ward 6 (Fiore)

38. For possible action to approve a Sewer Over-Sizing Refunding Agreement between the City of Las Vegas (CLV) and Tri Pointe Homes Nevada, Inc. for an over-sized sewer generally located in Kyle Canyon Road between Oso Blanca Road and Alpine Ridge Way - Ward 6 (Fiore)

39. For possible action to approve Interlocal Contract 3019 between the City of Las Vegas (CLV), Clark County (County), and the Regional Transportation Commission of Southern Nevada (RTC) for the construction of the Elkhorn Road, Tenaya Way to Jones Boulevard Project, to be funded by the RTC - Clark County and Ward 6 (Fiore)

40. For possible action to approve Interlocal Contract 3029 between the Cities of Las Vegas (CLV), North Las Vegas (NLV), Henderson, Boulder and Mesquite, Clark County (County), and the Regional Transportation Commission of Southern Nevada (RTC) to allow the RTC to partner with the University of Nevada, Las Vegas (UNLV) to evaluate the Dynamic Rumble Strip (DRS) system to enhance pedestrian safety at uncontrolled crosswalks within the entities' jurisdictions - All Wards

RESOLUTIONS - CONSENT

41. R-24-2022 - For possible action to approve a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Special Improvement Districts 607, 609, 610, 611, 612, 809, 810, 812, 813, 814, 815, 816 and various other districts and providing other matters properly relating

thereto - Wards 2, 4, and 6 (Seaman, Anthony and Fiore)

42. R-25-2022 - For possible action to approve a Resolution ratifying the Mayor's declaration ending the COVID-19 state of emergency, directing the deactivation of the City's emergency management plan, and repealing Resolution R-13-2020 related to seeking assistance and resources in connection with the previous state of emergency - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

43. Public hearing and discussion for possible action regarding the Monorail Agreement between the City of Las Vegas and TBC-The Boring Company (TBC) to grant TBC the right to install and operate a monorail in the City

COMMUNITY SERVICES - DISCUSSION

44. Discussion for possible action regarding the City of Las Vegas' FY 2022-2023 HUD Annual Action Plan that secures approximately $11,361,806 in United States Department of Housing and Urban Development (HUD) funding and approximately $1,348,161 in State of Nevada Home Investment Partnership Funds and Account for Affordable Housing Trust Funds (AAHTF) totaling $12,709,967 for housing, homeless, and community development activities - All Wards

45. Discussion for possible action regarding an allocation of $451,692 in FY 2022-2023 Emergency Solutions Grant (ESG) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) for homeless prevention, rapid rehousing and street outreach - All Wards

46. Discussion for possible action regarding an allocation of $2,611,905 in HOME funds by the United States Department of Housing and Urban Development (HUD), an estimated allocation of $396,138 in State HOME, and an estimated allocation of $952,023 in State Account Affordable Housing Trust Fund (AAHTF) to the City of Las Vegas for FY2022-2023 to build affordable housing - All Wards

47. Discussion for possible action regarding an allocation of $3,105,654 in FY 2022-2023 Housing Opportunities for Persons with AIDS (HOPWA) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to benefit low-income persons living with HIV/AIDS and their families - All Wards

48. Discussion for possible action regarding an allocation of $5,192,555 in FY2022-2023 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) for projects, programs, and services that benefit eligible individuals and families - All Wards

BOARDS AND COMMISSIONS - DISCUSSION

49. Discussion for possible action regarding the appointment of nominee Monique Westfield to the Ward 5 seat on the Arts Commission

50. Discussion for possible action regarding the appointment of nominee Eric Roberts to the Ward 6 seat on the Arts Commission

51. Discussion for possible action regarding the appointment of nominee Larry Schultz to the Regional Flood Control District Citizens Advisory Committee effective June 4, 2022

RECOMMENDING COMMITTEE REPORT - DISCUSSION

PLANNING

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

PLANNING - ONE MOTION/ONE VOTE

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

recommended by staff, should request to have that item removed from this part of the agenda.

52. 22-0098 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC - For possible action on the following Land Use Entitlement project requests on 10.58 acres at the southeast corner of Durango Drive and U.S. Highway 95 (APN 125-17-702-001), T-C (Town Center) Zone, Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire Land Use Entitlement project.

    52a. 22-0098-MOD1 - ABEYANCE ITEM - MAJOR MODIFICATION - FROM: SC-TC (SERVICE COMMERCIAL - TOWN CENTER) TO: M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER)

    52b. 22-0098-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR PRIVATE STREETS WITH WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL

    52c. 22-0098-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A 34-LOT SINGLE-FAMILY, ATTACHED RESIDENTIAL SUBDIVISION

    52d. 22-0098-TMP1 - ABEYANCE ITEM - TENTATIVE MAP - DURANGO AND 95 - PARCEL 3 - FOR A 34-LOT SINGLE FAMILY, ATTACHED RESIDENTIAL SUBDIVISION

PLANNING - DISCUSSION

53. 22-0024 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC - For possible action on the following Land Use Entitlement project requests on 5.57 acres at 9100 West Sahara Avenue (APN 163-05-410-004), Ward 2 (Seaman). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

    53a. 22-0024-ZON1 - ABEYANCE ITEM - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL)

    53b. 22-0024-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR A PROPOSED BLOOD PLASMA DONOR CENTER USE

54. 21-0379 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON - For possible action on the following Land Use Entitlement project requests on 0.26 acres at 600 and 602 North 1st Street (APNs 139-27-810-008 and 009), Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL on the entire Land Use Entitlement project.

    54a. 21-0379-ZON1 - ABEYANCE ITEM - REZONING - FROM: R-1 (SINGLE FAMILY RESIDENTIAL) AND P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-2 (GENERAL COMMERCIAL)

    54b. 21-0379-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR A PROPOSED MIXED USE DEVELOPMENT

    54c. 21-0379-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED THREE-STORY TALL, 18-UNIT MIXED-USE DEVELOPMENT WITH 4,862 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS AREA 2 DEVELOPMENT STANDARDS

55. 22-0083 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ALBERTO DE LA PAZ - OWNER: ADKD HOLDINGS, LLC, VEGAS DRIVE SERIES - For possible action on the following Land Use Entitlement project requests on 0.94 acres on the south side of Vegas Drive, approximately 605 feet west of Pyramid Drive (APN 139-30-501-001), C-1 (Limited Commercial) Zone, Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the entire Land Use Entitlement project.

    55a. 22-0083-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW 46 PARKING SPACES WHERE 150 ARE REQUIRED

    55b. 22-0083-VAR2 - ABEYANCE ITEM - VARIANCE - TO ALLOW AN EIGHT-FOOT TALL FENCE WHERE FIVE FEET IS ALLOWED IN THE FRONT YARD SETBACK AREA AND A 75-FOOT RESIDENTIAL

ADJACENCY SETBACK WHERE 105 FEET IS REQUIRED

55c. 22-0083-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED TWO-STORY, 14,973 SQUARE-FOOT OFFICE AND BANQUET FACILITY DEVELOPMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

56. 22-0219-ROC1 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: MARIANA'S ENTERPRISES - OWNER: BONANZA EASTERN OWNERS, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-34609) TO REMOVE CONDITION NUMBER 7 WHICH STATES, "ALL BEER AND WINE COOLERS SHALL REMAIN IN THEIR ORIGINAL MANUFACTURER'S CONFIGURATION OF FOUR OR SIX-PACKS" AND TO REMOVE CONDITION NUMBER 8 WHICH STATES, "THE SALE OF SINGLE BEERS, MALT BEVERAGES, OR WINE COOLERS OF ANY SIZE WITH ALCOHOL BY VOLUME GREATER THAN 6% SHALL BE PROHIBITED. THE SALE OF WINES WITH AN ALCOHOL BY VOLUME OF GREATER THAN 16% SHALL BE PROHIBITED" on 8.20 acres at 2551 East Bonanza Road (APN 139-36-111-009), C-1 (Limited Commercial) Zone, Ward 3 (Diaz). Staff recommends DENIAL.

SET DATE

57. 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

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

COUNCIL EMERGING ISSUES

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

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

COUNCIL MEMBER RECOGNITION

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

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

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Charlotte Parker, Community Spiritual Center

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
5

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

SUBJECT:
Recognition of the Citizen of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Citizen of the Month Slide and Copies of Citizen of the Month Certificate and Proclamation for Nevada HAND by Staff



Citizen of the Month | June 2022

Nevada HAND



City of Las Vegas

Citizen of the Month

Presented to

Nevada HAND

On the 1st of June 2022

CITY OF LAS VEGAS NEVADA

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Submitted At Meeting by Staff

Date 6/1/2022 Item 5

Las Vegas City Council

Proclamation

Whereas; *Nevada HAND was founded in 1993 to improve the lives of low-income individuals by providing affordable housing solutions and supportive services; and*

Whereas; *the organization is dedicated to the financing, development, construction, and management of high-quality, affordable rental homes for working families and seniors on fixed incomes; and*

Whereas; *Nevada HAND currently has 35 affordable apartment communities throughout Southern Nevada providing over 4,700 units of high-quality affordable housing that serve over 8,000 Southern Nevadans every day; and*

Whereas; *Nevada HAND's affordable homes are coupled with on-site life-enriching Resident Services which help residents take advantage of opportunities and resources for financial stability, education, health and wellness, and community engagement: and now*

Therefore; *We, the Mayor and Members of the Las Vegas City Council, do hereby take great pride in proclaiming June 1st, 2022, as:*

Nevada HAND Day

in The City of Las Vegas and we call all citizens to observe this day.

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
6

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

SUBJECT:
Recognition of the Great American Pride Award Recipients

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Certificates of Recognition for Students of The Meadows School and Ruth Deskin Elementary School by Staff

Submitted at Meeting by Staff
Date: 6/1/2022 Item: 6

Rohaun Asadifar

The Mayor and City Council of the City of Las Vegas recognize you for your commitment, hard work and dedication in completing the Great American Pride Program. We congratulate you on your successes and wish you the best in future endeavors.

June 1st, 2022

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Franklin Cruz

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June 1st, 2022

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Jack Gregersen

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June 1st, 2022

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Mehtab Khan

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June 1st, 2022

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Henry Leiba

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June 1st, 2022

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Cadence Luh

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June 1st, 2022

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Winston Luh

The Mayor and City Council of the City of Las Vegas recognize you for your commitment, hard work and dedication in completing the Great American Pride Program. We congratulate you on your successes and wish you the best in future endeavors.

June 1st, 2022

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Alexander McDowell

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Sofia Moreno

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Luca Orman

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Levi Schaner

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Leo Shrotri

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Sabree Smith

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Somi Song

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Anika Surpure

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Liliana Williams

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Mark Winkler

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Rie Badoyen

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Mason Brown

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William Burnett

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Priyanka Chary

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Max Cupersmith

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Aria DeCicco

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Tahlia Edmond

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Tobe Ezeanolue

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Terrance Holmes

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Palmer Kennedy

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George Lowry

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Adelaide Rose

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Mia Schorr

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Thomas Solaris

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Lily Staniec

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Cade Sylvain

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Matias Tarquino

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Constantine Tselikis

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Jazzalynn Vincent

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Jackson Andelbradt

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Delphine Bernstein

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Braylen Black

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Jocelyn Collins

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Ava Rose DiJohn

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Jeremy Ensign

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Misha Ford

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Duke Greenman

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Lucas Kim

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Elliot Lefebvre

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Brooke Mendez

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Nicholas Monroe

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Ryley Murphy

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Gia Sauntman

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Luca Thompson

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Luke Verdirame

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Wilson Wang

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Jesse Xiao

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Evelyn Orme

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Giavanna J. Rivas

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AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
8

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9:30 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the May 4, 2022 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
10

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

SUBJECT:
For possible action to approve continued funding for McDonald Carano to represent the City of Las Vegas in an action filed against it by Fore Stars, Ltd. and Seventy Acres, LLC, Case No. A-18-773268-C, in the Eighth Judicial District Court concerning several land use applications for the development of approximately 17.49 acres on a portion of the former Badlands Golf Course for an amount not to exceed $100,000 (General Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Budget Funds Available
Amount: $100,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
On or around November 23, 2015, Fore Stars and Seventy Acres submitted applications to develop a 17-acre portion of the former Badlands Golf Course. On February 16, 2017, the City Council approved the applications. A group of neighbors subsequently filed a petition for judicial review challenging the approval (Case No. A-17-752344-J). Judge James Crockett granted the petition and concluded that it was arbitrary and capricious for the City Council to approve the applications without a major modification. Fore Stars and Seventy Acres have appealed this ruling. Fore Stars and Seventy Acres subsequently filed a separate action against the City and Judge Crockett alleging that the actions in Case No. A-17-752344-J constituted an inverse condemnation. On May 22, 2018, the City Manager authorized McDonald Carano to begin defending the City of Las Vegas in this inverse condemnation action and authorized fees up to $49,999. On June 20, 2018, the City Council authorized $100,000 additional funding. Due to the circumstances of this litigation, legal fees will likely soon exceed $149,999.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. McDonald Carano Engagement Letter

McDONALD CARANO

George F. Ogilvie III

Reply to Las Vegas

April 30, 2022

VIA ELECTRONIC MAIL

Philip R. Byrnes
City Attorney's Office
City of Las Vegas
495 South Main Street, 6th Floor
Las Vegas, NV 89101
pbyrnes@lasvegasnevada.gov

Re: Authorization for Fore Stars, Ltd., et al. v. City of Las Vegas
Case No. A-18-773268-C

Dear Mr. Byrnes,

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

I. Scope of Engagement

The scope of the Firm's engagement (the "Engagement") involves representing the Client in the inverse condemnation action brought on behalf of Fore Stars, Ltd. and Seventy Acres LLC in the Eighth Judicial District Court, Case No. A-18-773268-C. The services to be provided by the Firm in connection with the Engagement will encompass all services normally and reasonably associated with this type of Engagement that the Firm is requested and able to provide and that are consistent with the ethical obligations of the Firm and its attorneys.

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

II. Personnel

I will be principally responsible for and actively involved in the Engagement. We anticipate the litigation team to consist of Christopher Molina and me (in addition to Client's separate engagement of Shute, Mihaly & Weinberger, LLP). Additional lawyers or paralegals may be involved as needed. Whenever appropriate and consistent with the proper representation of our clients, we use paralegals, investigators, junior attorneys and staff members in order to minimize the impact of the hourly rates of more senior attorneys. We believe that doing so enables us to economically and efficiently maintain the high quality of our legal representation.

III. Fees and Expenses

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

While we may estimate fees to assist Client in planning, such estimates are subject to change and are not binding unless otherwise expressly stated in writing. The City Manager previously approved a prior contract for this Engagement, the terms of which were not to exceed Forty-Nine Thousand Nine Hundred Ninety-Nine and 99/100 dollars ($49,999.99). The City Council subsequently approved an additional authorization for One Hundred Thousand Dollars ($100,000). This Agreement is submitted for approval by the Las Vegas City Council for an additional One Hundred Thousand Dollars ($100,000) in fees and costs over and above the previously approved One Hundred Fifty Thousand Dollars ($150,000). The approval of this third contract is necessary due to the nature of the Engagement. We understand that additional approval will be needed should fees and costs exceed the amount of this third contract.

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

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

IV. Conflict Waivers and Related Matters.

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

A. Waiver For "Permitted Adverse Representations"

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

B. Affiliates and Related Parties

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

C. Specific Waivers

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

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

V. Other Terms.

The general terms and conditions of our representation are set forth in the attached schedule of General Terms and Conditions of Engagement, which are incorporated into this agreement by reference. If this letter is satisfactory, please confirm your agreement to the terms of this engagement letter and

attached schedule by signing this letter and returning it to us. If this letter does not accurately reflect your understanding of the terms of our agreement, please call me promptly so that we may discuss it further.

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

Sincerely,

McDONALD CARANO LLP

George F. Ogilvie III, Esq.

GFO/jj

CLIENT'S AGREEMENT TO
TERMS AND CONDITIONS OF REPRESENTATION

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

Date:_____, 2022.

APPROVED

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____

LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____ 5/3/22

Philip R. Byrnes, Date
Chief Deputy City Attorney

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Engagement: City of Las Vegas adv. Fore Stars, Ltd., et al., Case No. A-18-773268-C

2. Hourly Rates For Personnel

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

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

4. Costs and Expenses.

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

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

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

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

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

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

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

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

11. Records and File Retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy not to retain records for more than seven (7) years from the date the matter is closed. Upon prior written request, we will return records to Client prior to destruction. As it is not

administratively feasible to advise Client of record disposal, we recommend Client maintain its own files for reference. If Client has any questions concerning record retention, please contact us.

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

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

14. MERITAS. Our firm is a member of MERITAS ("Meritas") which is a network of over 185 independent commercial law firms located in major cities throughout the world. Meritas members are not engaged in the joint practice of law and do not share fees among themselves. Membership in Meritas gives us, and our clients, access to legal resources in other jurisdictions so

that our clients' need for legal services can be handled virtually anywhere our clients conduct business. We will only utilize the services of another Meritas firm in this matter with Client's express knowledge and consent. Further information about Meritas can be obtained at the organization's website at www.meritas.org.

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

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

17. Written Advice Regarding Federal Tax Issues. Whenever we provide Client with written advice concerning the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer property, or the value of property for federal tax purposes, we are subject to stringent requirements imposed by the United States Treasury Department on all tax practitioners, including attorneys. These rules cover much more than formal legal opinions and may apply to any writing relating to any Internal Revenue code matter, including communications via e-mail and fax. If we fail to comply with these rules, we may (under

certain circumstances) be suspended or disbarred from practice before the Internal Revenue Service, be publicly censured or fined (to the extent that the Secretary of Treasury promulgates regulations requiring any such fines or penalties). Therefore, if during the course of this engagement, we provide written advice regarding any arrangement the principal purpose of which is the avoidance or evasion of any tax imposed by the Internal Revenue Code, such writing must comply with the rigorous standards of review and disclosure (including enhanced factual and legal due diligence) which are now required by the Treasury Department. If tax avoidance is not the principal purpose of an arrangement but is a significant purpose, our written advice must also adhere to the same rules, unless we include a prominent disclosure stating that the writing was not intended or written by us to be used, and it cannot be used by Client or anyone else for the purpose of avoiding taxpayer penalties. It is for this reason that certain written communications to Client, including emails and faxes, will contain the following disclosure statement: "Any Federal tax advice contained herein is not intended or written to be used, and cannot be used by Client or any other person, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Code. This disclosure is made in accordance with the rules of Treasury Department Circular 230 governing standards of practice before the Internal Revenue Service. Any written statement contained herein relating to any Federal tax transaction or matter may not be used by any person without our express prior written permission to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed herein. No advice contained herein may be relied upon or utilized by any person for any purpose except as expressly and affirmatively stated herein without the prior written consent in each instance of a partner of this firm."

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

Exhibit A

McDonald Carano Ediscovery
Schedule of Costs

E-Discovery Service	Unit	Price
PROCESSING		
ESI (Electronically Stored Information) Processing (includes metadata extraction, optical character recognition, image generation, deduplication, and analytics)	Per GB	$100*
STORAGE		
Monthly hosting (for cases from 0–5 GB)	Flat fee per month	$100
Monthly hosting (for cases from 5–99 GB)	Per GB per month	$20
Monthly hosting (for cases from 100–499 GB)	Per GB per month	$18
Monthly hosting (for cases larger than 500 GB)	Per GB per month	$15
PRODUCTIONS		
TIFF or PDF export (includes redactions and endorsements)	Per GB	$250*
Optical media, flash drives, secure transfer	Per item	$0
External hard drive (for productions larger than 32 GB)	Per item	$75

* For Processing and Production jobs, the Firm charges based on a 1 GB project minimum.

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
11

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

SUBJECT:
For possible action to approve a Notice of Intent to Augment and Amend the Fiscal Year 2022 annual budget of the City of Las Vegas General Fund in the amount of $93,000,000

FISCAL IMPACT:
Augmentation Required
Amount: $93,000,000
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
Per NRS 354.598005, an augmentation and transfer of appropriations is necessary to give the legal authorization for expenses in excess of the original budget appropriations. In the case that the fund contains property tax revenue, the NRS requires the City Council to publish a "Notice of Intent" and notify taxpayers of the increase to the City's budget. This Council action provides the authorization to publish notice of the City's intent to act on a resolution to augment and amend the FY2022 Budget of the General Fund in the amount of $93,000,000 in order to affect an increase in spending authority pursuant to NRS 354.598005. Public hearing to be held in City Council Chambers on June 15, 2022.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Notice for Publication

CITY OF LAS VEGAS NOTICE OF INTENTION TO ACT ON RESOLUTION TO AUGMENT AND AMEND THE GENERAL FUND BUDGET

NOTICE IS HEREBY GIVEN, that City Council of the City of Las Vegas, State of Nevada, will act on a resolution to augment and amend the General Fund budget for Fiscal Year 2022 in the amount of $93,000,000 in order to effect an increase in appropriations made available from actual beginning fund balance and revenue in excess of budget, pursuant to NAC 354.410 through NAC 354.450, at a meeting to be held in City Council Chambers at 495 South Main Street, June 15, 2022 at the hour of 9:00 AM at which time all persons may attend and be heard. Prior to the meeting, written comments may be filed with LuAnn D. Holmes, City Clerk, and will be considered.

CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

Published by: June 11, 2022

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
12

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

SUBJECT:
For possible action to approve Amendment No. 1 to the existing Franchise Agreement for the Provision of Non-Emergency Ambulance Services between the City of Las Vegas ("City") and Guardian Elite Medical Services, LLC ("Guardian Elite") - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On November 15, 2017 the City and Guardian Elite entered into a five (5) year Franchise Agreement for the Provision of Non-Emergency Ambulance Service within the City. The Agreement commenced on March 1, 2018 and is set to expire on March 1, 2023, unless an extension is approved. The Agreement provides for two possible extensions, the first of which may be granted for a period of no more than three (3) years. The Agreement requires Guardian Elite to submit a request for extension to the City Manager not less than one (1) calendar year prior to expiration. In 2021, Guardian Elite timely submitted, and the City Manager accepted, Guardian Elite's request to extend its non-exclusive, non-emergency franchise agreement with the City for three (3) years. This amendment to the Agreement also reflects technical revisions to certain terms for consistency with the 2020 amendment to Las Vegas Municipal Code Chapter 6.08 (Ord. No. 6762 12-16-2020) and the other ambulance service franchise agreements.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Amendment No. 1 to the Franchise Agreement for the Provision of Non-Emergency Ambulance Services Between the City of LV and Guardian Elite Medical Services, LLC

AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT FOR THE PROVISION OF NON-EMERGENCY AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND GUARDIAN ELITE MEDICAL SERVICES, LLC

THIS AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT FOR THE PROVISION OF NON-EMERGENCY AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND GUARDIAN ELITE MEDICAL SERVICES, LLC ("First Amendment") is made and entered into on this _____ day of _____, 2022, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as "City"), and GUARDIAN ELITE MEDICAL SERVICES, LLC, a Nevada limited liability company (hereinafter referred to as "GUARDIAN ELITE" or the "Franchisee"). The City and GUARDIAN ELITE may be referred to herein singularly as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City and GUARDIAN ELITE executed that certain Franchise Agreement for the Provision of Non-Emergency Ambulance Services on November 15, 2017, commencing as of March 1, 2018 ("Agreement");

WHEREAS, the Agreement will expire by its terms on March 1, 2023, unless an extension of such Agreement is approved by the Las Vegas City Council ("City Council");

WHEREAS, Section 4.2 of the Agreement permits the City Council to grant no more than two extensions of the Agreement, the first of which may be granted for no more than three years;

WHEREAS, Section 4.2.1 of the Agreement requires GUARDIAN ELITE to file a request for an extension of the Agreement no less than one calendar year prior to March 1, 2023 with the City Manager;

WHEREAS, GUARDIAN ELITE filed such request with the City Manager on May 22, 2021;

WHEREAS, Section 4.2.2 of the Agreement requires the City Manager to accept the request for extension, reject the request for extension, or require the Fire Chief and GUARDIAN ELITE to negotiate terms of an amended franchise agreement prior to presenting an item to the City Council for consideration of such extension; and

WHEREAS, the City Manager has accepted the request for extension to the Agreement with certain terms of the Agreement being amended as well.

NOW, THEREFORE, based upon good and sufficient consideration, and in consideration of the recitals above and the mutual obligations of the Parties expressed herein, the Parties mutually agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by this reference.

2. Term. The Agreement shall be extended for three (3) additional years and shall now continue in full force and effect until 11:59 PM on March 1, 2026. It is understood and agreed by and between the

Parties that this extension shall count towards the first of GUARDIAN ELITE's two extensions pursuant to Section 4.2 of the Agreement.

3. Priorities – Category 3. The term "Priority 3" or "priority 3" as used throughout the Agreement shall now be replaced and known as "Priority 11" pursuant to a 2020 amendment to Las Vegas Municipal Code Chapter 6.08 (Ord. No. 6762 12-16-2020).

4. Grant of Franchise. Section 2.4 of the Agreement is hereby deleted in its entirety and replaced by the following:

> "2.4 The City of Las Vegas reserves and retains the right to provide non-emergency medical services, emergency triage treatment and transport ('ET3') model services, integrated health and community outreach programs in the FSA as defined below. LVFR will implement Fire Based Community Health Programs during the term of this Franchise which will include Mobile Integrated Health Services. Franchisee may be invited to participate and collaborate in identified services. This Franchise does not permit Franchisee to provide new system medical and outreach programs, such as what is commonly referred to as Mobile Integrated Health Services, or ET3 model services, unless approved by the LVFR Medical Director. Approval will not be unreasonably withheld or delayed."

5. Term and Effective Date of Franchise. Section 4.4 of the Agreement is hereby deleted in its entirety and replaced by the following:

> "4.4 The Fire Chief, or designee, shall send Franchisee written notice of response time compliance or noncompliance during the preceding calendar year no later than March 1 each year in accordance with the notice procedures of this Franchise."

6. Response Time Measurement. Section 13.4.1.4(d) of the Agreement is hereby deleted in its entirety and replaced by the following:

> "(d) The City may use verbal recordings and AVL data to prove or disprove the accuracy of the on scene time reported by Franchisee for any response. Should verbal recordings and/or AVL data disprove data reported by Franchisee, the City's Franchise Officer will substitute the more accurate data. Franchisee may appeal the Franchise Officer's decision in writing to the City Manager's Office. The City Manager's decision is final and binding."

7. Exemption Request Procedure. Section 13.8 of the Agreement is hereby deleted in its entirety and replaced by the following:

> **"13.8 Exemption Request Procedure**
>
> 13.8.1 If Franchisee believes that any response or group of responses should be excluded from the calculation of the response time requirements pursuant to paragraph 13.6, above, and the exemption request is not precluded by paragraph 13.7, above, Franchisee shall provide detailed documentation for each actual response in question to the City's Franchise Officer and the LVFR Medical Director in accordance with the following procedure:

13.8.1.1 Franchisee shall use the FirstWatch Solutions Online Compliance Utility ("OCU") (or LVFR-approved alternative) to document the exemption request;

13.8.1.2 Any such request must be made in writing and received by the City's Franchise Officer and the LVFR Medical Director within three (3) business days after the date of occurrence and any request for an exemption received after three (3) business days will not be considered;

13.8.1.3 The City's Franchise Officer and the LVFR Medical Director will jointly review the request and issue a determination, using the OCU (or City-approved alternative);

13.8.1.4 Should Franchisee dispute the determination made by the City's Franchise Officer and the LVFR Medical Director, Franchisee may make a written appeal to the Fire Chief for a definitive ruling within five (5) business days of the receipt of the appeal determination."

8. Liquidated Damages, Generally. Section 14.1.3 of the Agreement is hereby deleted in its entirety and replaced by the following:

"14.1.3 Franchisee shall make payment for any assessed liquidated damages within fourteen (14) calendar days of receipt of penalty assessments from the City or provide an appeal in writing of the penalties assessed, or any portion thereof to the Director of Finance. Within 30 days of receipt of a written appeal, the Director will provide to Franchisee a written letter of determination on the appeal. Within fourteen (14) days of receipt of the Director's determination, Franchisee shall make payment of the total amount of the Director's penalty assessments. The Director's decision is final."

9. Monthly Liquidated Damage Assessment. Section 14.2 of the Agreement is hereby deleted in its entirety and replaced by the following:

"14.2 Monthly Liquidated Damage Assessment.

Assessments for failure to comply with the monthly response time standard of 90% as indicated at Paragraph 13 shall be assessed to Franchisee in any consecutive twelve (12) month period as follows:

Category	*Occurrence No.*	*Liquidated Damages Amount*
Priority 11	First Occurrence	$6,165.13
Priority 11	Second Occurrence	$12,330.27
Priority 11	Third Occurrence	$18,495.40

14.2.1 The monthly liquidated damage assessments indicated above at Paragraph 14.2 shall be assessed on Franchisee in addition to the Individual Per Call Liquidated Damage Assessment indicated at Paragraph 14.3 for late patient response.

14.2.2 The assessments indicated above at Paragraph 14.2 shall be assessed each month if Franchisee fails to comply with the monthly response time standard indicated at Paragraph 13. For purposes of assessing Liquidated Damages, monthly response times will be reported without

decimals and no rounding factor will be allowed (e.g. a monthly performance of 89.9% will be reported as 89%).

14.2.3 Failure of Franchisee to achieve at least 90% response time compliance in the FSA for calls will require that Franchisee submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with response times.

14.2.4 Failure to meet Priority 11 response time criteria for at least 90% of the time for 3 consecutive months, or for 4 months in any 12 consecutive months may be considered a breach of this Franchise and may result in revocation of this Franchise pursuant to this Franchise and the Ambulance Service Ordinance, and the City after revocation of the Franchise may file a claim with Franchisee's surety for the surrender of the entire performance bond amount for failure to perform pursuant to the terms of the Ambulance Service Ordinance and this Franchise."

10. Individual Per Call Liquidated Damage Assessment. Section 14.3 of the Agreement is hereby deleted in its entirety and replaced by the following:

"14.3 Individual Per Call Liquidated Damage Assessment.

Assessments for failure to meet response times for individual calls as indicated in Paragraph 13 shall be assessed to Franchisee as follows:

Category	*Standard Late Penalty*	*Excessive Response time*
Priority 11 Urgent	$30.82	Exceeds response time by more than 10 minutes
Priority 11 Scheduled	$61.06	Exceeds response time by more than 30 minutes
Priority 11 Unscheduled	$61.06	Exceeds response time by more than 30 minutes

11. Other Liquidated Damage Assessments. Section 14.4 of the Agreement is hereby deleted in its entirety and replaced by the following:

"14.4 Other Liquidated Damage Assessments

14.4.1 Failure to Report On-Scene Time

Franchisee shall pay the City a liquidated damage assessment in the amount of three hundred eight dollars and twenty-seven cents ($308.27) for each time an emergency ambulance is dispatched and the ambulance crew fails to report and document an on-scene time. The Fire Chief or designee may waive such assessment in a case where Franchisee can demonstrate to the satisfaction of the Fire Chief, or designee, an accurate on-scene time. Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

14.4.2 Extended EnRoute Time

14.4.2.1 Franchisee shall pay the City a liquidated damage assessment in the amount of two thousand four hundred sixty-six dollars and five cents ($2,466.05) for each occurrence of an Extended EnRoute Time.

14.4.2.2 Extended EnRoute Time is defined as any call request made for non-emergency ground ambulance transport for which Franchisee fails to dispatch and/or no authorized mutual aid ground transport ambulance responds within the response time requirements pursuant to the table at Paragraph 13.2.

14.4.3 Excessive Response Time

14.4.3.1 Excessive time is defined as Franchisee's or authorized mutual aid ground ambulance response failure to arrive on the scene in response to NAED Priority 11 Urgent level responses which originates within the FSA for which the Franchisee's response time exceeds the response time standard as described herein by more than ten minutes (10:00) the City will assess liquidated damages in the amount of one hundred twenty-three dollars and thirty cents ($123.30) per occurrence.

14.4.3.2 Excessive time is defined as Franchisee's or authorized mutual aid ground ambulance response failure to arrive on the scene in response to NAED Priority 11 Scheduled and Unscheduled level responses which originates within the FSA for which the Franchisee's response time exceeds the response time standard as described herein by more than thirty minutes (30:00) the City will assess liquidated damages in the amount of one hundred twenty-three dollars and thirty cents ($123.30) per occurrence.

14.4.4 Monthly Report Requirement

14.4.4.1 Franchisee shall pay the City a liquidated damage assessment in the amount of six hundred sixteen dollars and fifty-one cents ($616.51) for each failure to submit a monthly report as provided by this Franchise by the seventh (7th) calendar day of the month following the month for which the report pertains. If such day falls on a weekend day or a national holiday, it is a failure not to file such report by the next business day.

14.4.4.2 Franchisee shall pay the City a liquidated damage assessment in the amount of three hundred eight dollars and twenty-seven cents ($308.27) for each successive day Franchisee fails to submit the report in accordance with 14.4.4.1, above.

14.4.5 Failure to Submit Responses to Inquiries

Franchisee shall pay the City a liquidated damage assessment in the amount of six hundred sixteen dollars and fifty-one cents ($616.51) for each failure by Franchisee to submit a response to a request or task by City Staff within three (3) business days.

14.4.6 Failure to provide ePCR when requested

Franchisee shall pay the City a liquidated damage assessment in the amount of six hundred sixteen dollars and fifty-one cents ($616.51) for each failure by Franchisee to provide ePCR requested by the LVFR Medical Director, for patient care provided by Franchisee in the City of Las Vegas, within five calendar days of the request.

14.4.7 Reporting On-Scene Erroneously

Franchisee shall pay the City a liquidated damage assessment in the amount of one thousand two hundred thirty-three dollars and two cents ($1,233.02) for each instance where Franchisee reports a "unit arrived on scene" before the unit actually arrives at the specific address or location.

14.4.8 Failure to Meet Minimum Equipment Standards

Franchisee shall pay the City a liquidated damage assessment in the amount of one thousand two hundred thirty-three dollars and two cents ($1,233.02) for each instance where Franchisee's unit fails to meet the minimum equipment and supply list established by the Southern Nevada Health District.

14.4.9 Responding to Emergency Incident Inappropriately

Franchisee shall pay the City a liquidated damage assessment in the amount of one thousand two hundred thirty-three dollars and two cents ($1,233.02) for each instance where Franchisee responds to an emergency incident without notification from an Incident Commander or FAO, or continues to respond after cancellation by the Incident Commander or FAO.

14.4.10 Franchisee shall pay the City a liquidated damage assessment in the amount of one hundred twenty-three dollars and thirty cents ($123.30) for each instance of the following:

14.4.10.1 Failure to provide reports and information to City by specified due dates;

14.4.10.2 Failure to leave, or have immediately available by electronic means, completed Electronic Patient Care Reports (ePCRs) documenting patient care to the receiving facility and LVFR prior to leaving the facility; and

14.4.10.3 Responding and transporting a patient in a BLS unit when the call requires ALS response and transport.

14.4.11 Franchisee shall pay the City a liquidated damage assessment in the amount of two hundred fifteen dollars and eighty cents ($215.80) for each instance when AVL/GPS data confirms that Franchisee's unit was not on-scene when Franchisee reported the unit on-scene.

14.4.12 Franchisee shall pay the City a liquidated damage assessment in the amount of three hundred twenty dollars and fifty-eight cents ($320.58) for each instance it is determined that Franchisee called for emergency response resources (i.e. ambulances, air ambulances, power, gas, etc.) without prior notification of an incident commander.

14.4.13 Franchisee shall pay the City a liquidated damage assessment in the amount of three hundred twenty dollars and fifty-eight cents ($320.58) for each instance where Franchisee uses a nonexistent ambulance identifier as a dispatched or diverted ambulance.

14.4.14 Franchisee shall pay the City a liquidated damage assessment in the amount of three hundred twenty dollars and fifty-eight cents ($320.58) for each instance Franchisee fails to have the gurney and jump-bag when in the immediate proximity of a patient."

12. Franchise Fees. Section 20.1 of the Agreement is hereby deleted in its entirety and replaced by the following:

"20.1 Franchise Fee Payment

The City shall provide dispatch, radio communications system maintenance, clinical and non-clinical oversight, injury prevention program coordination, contract management, regulatory oversight, administration and other services relevant to the administration of this Franchise. Except as otherwise provided herein at 20.2 for the Franchisee's first annual prorated franchise fee payment, Franchisee shall reimburse the City for these services by paying the City an annual franchise fee not to exceed its costs for such services. The franchise fee shall be in the amount of one hundred twenty-one thousand and fifty-one dollars and twenty cents ($121,051.20) (as of December 1, 2021), payable quarterly in arrears, with each installment due and payable not later than 45 days after the end of the calendar quarter of each year during the term of this Franchise. If such franchise fee is received by the City after the due date, a late fee of two percent per month of the delinquent amount will be assessed against the franchisee until such franchise fee is paid. Failure by the franchisee to pay the franchise fee or any assessed late fees may result in revocation of the franchise pursuant to the Ambulance Service Ordinance. This franchise fee shall be adjusted for inflation annually on December 1 during the term of this Franchise by 2% or by the percentage change in the CPI-MCS for the twelve-month period of the preceding calendar year, whichever is greater; provided that ambulance rates increase by an identical increase in accordance with the Ambulance Service Ordinance. The franchise fee set forth in this Franchise shall be used to partially reimburse the City only for the city services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute."

13. Administration. Section 30 of the Agreement is hereby deleted in its entirety and replaced by the following:

"**30. ADMINISTRATION**
The Director of Finance shall administer or direct the administration of this Franchise."

14. Notices. Section 31 of the Agreement is hereby deleted in its entirety and replaced by the following:

"**31. NOTICES**
Any notice, request, or demand which may be or is required to be given under this Franchise shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

FRANCHISEE:

Guardian Elite Medical Services
Attention: Samuel Scheller
3570 East Flamingo Road
Las Vegas, Nevada 89121

CITY:

CITY OF LAS VEGAS
Franchise Administration
Department of Finance
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101

Copy to:

LAS VEGAS FIRE AND RESCUE
Fire Chief
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101"

15. Ordinance Change. Section 40 of the Agreement is hereby added as follows:

"40. ORDINANCE CHANGE.
Franchisee acknowledges that these franchise provisions are subject to the terms of the Ambulance Service Ordinance as currently adopted and as amended in the future pursuant to LVMC 6.08.340. That provision, provides in pertinent part, as follows: "the franchisee, by its acceptance of the franchise, agrees to be bound thereby and to comply with any action under (or requirement) of the Las Vegas Municipal Code, as it exists now or as amended in the future.""

16. Exhibit 1. Section 10 to Exhibit 1 of the Agreement is hereby deleted in its entirety and replaced by the following:

"10. Franchisee shall provide the City with such other reports and records as may be required by the City's Franchise Officer."

17. Obligations of Parties. This First Amendment extends the effectiveness of all other terms, conditions and obligations of the Parties pursuant to the Agreement which remains in full force and effect until the natural expiration of the Agreement as provided in paragraph 2 above.

18. Capitalized Terms. All initial capitalized terms not otherwise defined in this First Amendment shall have the meanings set forth in the Agreement and Las Vegas Municipal Code Chapter 6.08.

19. Subsequent Agreements. This First Amendment shall not constitute consent or approval to any future modifications, amendments, changes or extensions to the Agreement, and shall not relieve GUARDIAN ELITE or any person claiming under or through GUARDIAN ELITE of the obligation to obtain the approval of the City Council, to the extent required under the Agreement, to any future modifications, amendments, changes or extensions to the Agreement and the terms and conditions thereof be expressed in a written document signed by both Parties.

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

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be legally executed in duplicate as of the date first date written above.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC
City Clerk

Council Action
_____, 2022
Item # _____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

By: _____ 5/12/2022
Deputy City Attorney Date

GUARDIAN ELITE MEDICAL SERVICES, LLC

By: _____
Printed Name: Samuel Shaver
Title: CEO

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve award of Contract No. 22.MWA797.D1-DD, Prime Design Services for Owens Avenue Interceptor - Department of Public Works - Award recommended to: STANTEC CONSULTING SERVICES, INC. ($2,263,374.67 - Sanitation Enterprise Fund & Road and Flood Capital Projects Fund) - Wards 3 and 5 (Diaz and Crear) and City of North Las Vegas

FISCAL IMPACT:
Budget Funds Available
Amount: $2,263,374.67
Funding Source: Sanitation EF & Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for engineering services for the 30% design of the Owens Avenue Interceptor (OAI) which is approximately 31,300 linear feet of 66" sewer interceptor in Owens Avenue from Rancho Road to Las Vegas Wash. The preliminary design will also include approximately 13,000 linear feet of 15' x 12' reinforced concrete box storm drain in Owens from Main Street to Las Vegas Wash. The project will also include pedestrian, roadway, and striping improvements in conjunction with the Regional Transportation Commission. There will be nineteen (19) traffic signal and flasher system modifications and lighting upgrades throughout the corridor. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Stantec Consulting Services, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 21.MWA797.D1-DD
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
Owens Avenue Interceptor

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **Stantec Consulting Services, Inc.**, (the "Consultant"), **a Corporation** (LLC, CORP), whose address **is 3010 W. Charleston Blvd. Suite 100, Las Vegas, NV 89102.**

PROJECT DESCRIPTION: Preliminary engineering services for the 30% design of the Owens Avenue Interceptor (OAI) which is approximately 31,300 linear feet of 66" sewer interceptor in Owens Avenue from Rancho Road to Las Vegas Wash. The preliminary design will also include the 30% design of approximately 13,000 linear feet of 15' x 12' reinforced concrete box (RCB) storm drain in Owens from Main Street to Las Vegas Wash identified as LVOE0134, LVOE0085, and LVOE0000 in the Clark County Regional Flood Control District Master Plan Update (MPU). The project will also include pedestrian, roadway, and striping improvements in conjunction with the Regional Transportation Commission (RTC) complete streets plan for Owens Avenue. There will be nineteen (19) traffic signal and flasher system modifications and lighting upgrades throughout the corridor.

WITNESSETH:

WHEREAS, the City intends to perform preliminary design for the Owens Avenue Interceptor (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 CITY RESPONSIBILITIES

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

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

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

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

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

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

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

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

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

6.0 TERM OF CONTRACT

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

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

7.0 COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

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

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

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

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

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

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

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

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

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

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

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

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

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

10.4 *Ownership of Documents*

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

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

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

10.4.1 *Delivery of Documents.*

10.4.1.1 In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings,

specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

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

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

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

10.5 ***Insurance***

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

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

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

a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

10.6 *Indemnity*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.15.3 ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that

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

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

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

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

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

10.20 ***Claim or Dispute Resolution***

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

further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 4/28/22
Deputy City Attorney

John S. Ridilla
Chief Deputy City Attorney

CONSULTANT

By: _____
Charles Kajkowski, P.E.
Senior Principal/ Area Manager

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

10 new units

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.1 Project Overview Description

The City requires preliminary engineering services for the 30% design of the Owens Avenue Interceptor (OAI) to offset the need for extensive pipe upsizing in the existing system. The OAI includes approximately 31,300 LF of 66" sewer interceptor in Owens Avenue from Rancho Road to the Las Vegas Wash. The overall Project is separated into four (4) phases, which are identified in the City's most recent Master Plan Update (MPU) as Projects SE-OAI-1-2024, SE-OAI-2-2024, SE-OAI-3-2024, and SE-OAI-4-2024. Project limits for each Phase are as follows: Phase 1 – Bruce St. to Las Vegas Wash (SE-OAI-1-2024); Phase 2 – Interstate-15 (I-15) to Bruce St. (SE-OAI-2-2024); Phase 3 – Comstock Dr. to I-15 (SE-OAI-3-2024); and Phase 4 – Rancho Dr. to Comstock Dr. (SE-OAI-4-2024). The Project alignment includes City of Las Vegas, City of North Las Vegas, Nevada Department of Transportation (NDOT), Clark County, and Union Pacific Railroad (UPRR) jurisdictions. As such, the preliminary design effort will include the identification and survey of rights-of-way.

The preliminary design will also include the 30% design of approximately 13,000 LF of 15' x 12' reinforced concrete box (RCB) storm drain in Owens Ave. from Main St. to the Las Vegas Wash identified as LVOE0134, LVOE0085, and LVOE0000. Potential storm drain laterals on Civic Center Dr. and Pecos, drop inlets, and any other necessary appurtenances will be included. It is anticipated that some portions of the existing sewer facility in Owens Ave. may need to be removed to accommodate the proposed storm drain facility.

The overall Project will also include pedestrian, roadway, and striping improvements. The scope for the complete streets portion of the project will be based off of the final Regional Transportation Commission (RTC) complete streets plan. Additional traffic improvements have been identified by City Traffic Engineering Division. The preliminary design will include the 30% for traffic signal and flasher systems modifications and upgrades for nineteen (19) intersections as detailed in a scoping list provided by the City. Traffic scope items include:

- New conduit systems with new controller cabinets on new foundations for eight (8) signalized intersections
- Existing conduit system investigations and necessary modifications for six (6) signalized intersections.
- Approximately 1,800 linear feet of aerial streetlight circuits (ASCRs) at six (6) locations to be replaced with underground improvements
- Remote Controlled Outdoor Circuits (RCOCs) to be replaced with pad mounted services at approximately eleven (11) locations
- Replace solar power with AC power at 22nd. Hoover School Flashers and Stocker Pedestrian Flashers
- 4-Inch ITS conduit and fiber optic cable throughout alignment
- Coordinate PROWAG compliant traffic signal and flasher improvements including 10-Inch pedestrian push buttons (PPB) reach and 4-foot clearances

100.2 Construction Cost Budget

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

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

100.6.1 The Consultant shall provide a set of Plans, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction,

computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

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

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

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

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

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

100.6.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

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

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

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

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

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

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

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

100.6.15 CMAR Coordination - NOT USED

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

100.6.17 **Plan Production and Submission**

- All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current city of Las Vegas CAD standards, which are found on the city's website.
- The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:
- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
- Three-dimensional grading where more site-specific information is required will be accomplished using Feature Lines
- Surface elements of the design will be designed three-dimensionally
- All curb ramps shall have detailed grading information to show compliance with PROWAG
- Intersection grading shall be provided at a level of detail necessary to allow construction to applicable tolerance
- Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography
- All drawing submittals, submitted by the Consultant will be printed on white bond paper. All full-size reproducible copies will be on 24" x 36" sheets and all half size reproducible copies shall be on 11"x17" sheets. Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.

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

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

- Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.1, 3.2 and 7.2 of this Contract.

    - Section 101 – Preliminary and General Items
    - Section 102 – 30% Design Phase

100.7 Cost Estimates

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

100.8 Construction Change Orders - NOT USED

100.9 Responsibilities of the City

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

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

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

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

100.10 City's Review Process

100.10.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After

the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

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

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

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using

Microsoft Project in the City-provided format, introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

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

101.2.2 Consultant shall attend up to ten (10) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. It is anticipated that one such progress/coordination meeting will be dedicated to a discussion of the Complete Streets Plan (4-hours maximum) that will confirm all elements requested by the City as part of the overall 30% design. Design Progress meetings shall be conducted on a monthly basis (2-hours maximum), or a time frame approved by the City's Representative, at the City's offices and / or via WebEx and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

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

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task. Based on a preliminary meeting that included SWG, LVVWD / SNWA, NVE Transmission, and Cox, major utility relocation design plans are not anticipated. Major utility relocation design will be paid for separately under Additional Services Tasks upon separate authorization by the City.

- Preparation of minor utility relocation plans will be incidental to the 30% Design Phase Task. **Major utility relocation design plans (e.g., relocation of water lines ≥14 inches in diameter, sewer lines ≥15 inches in diameter, or**

high-pressure gas lines; or relocation of small diameter lines 8 – 14 inch, for ≥500 linear feet) are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

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

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

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

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

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

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

101.3.8 **Deliverables**: Project Plans to be sent to the Utility Companies at the 30% design level.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project.

101.4.2 The following permits are anticipated for this project:

- NDOT Right-of-Way Occupancy Permit
- Clark County Encroachment Permit
- City of North Las Vegas Off Site Construction Permit
- Occupancy Permit for Railroad Right of Way

101.4.3 During the 30% design process, the Consultant shall provide a permit matrix, which will identify the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Preliminary Design Report.

- **Deliverables:** Matrix of required permits.

101.5 Public Outreach - Not Used

102 30% DESIGN PHASE

102.1 Survey

102.1.1 General

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

102.1.2 Control Survey

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

102.1.3 Topographic Survey

- General. Based on the project control survey a topographic survey of all surface features within the project limits will be performed to serve as the base model for all engineering design. The topographic survey will consist of two primary components, 2D planimetrics of existing features and a 3D digital terrain model (DTM).
- Standard Accuracy. Except when authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.05 feet between any two points within 100 feet of each other.
- Accuracy with Aerial Mapping. When authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.3 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have a relative horizontal accuracy of +/- 0.1 feet between any two points within 100 feet of each other. The survey shall have an absolute vertical accuracy of +/- 0.5 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.1 feet between any two points within 100 feet of each other.
- Verification. Sufficient verification check measurements shall be performed to ensure the survey data meets required accuracies. This applies to aerial mapping and LIDAR scanning data obtained from a third party vendor, as well as all data obtained through field measurements.
- Limits of Survey. The design engineer shall provide detailed topographic survey limits including any areas outside the right-of-way and/or behind the back of walk. If survey is required within an enclosed area on private property, permission for access shall be obtained by the design engineer. The project may require multiple noncontiguous survey areas.
- Topographic Features. The following surface features are to be included (but not limited to): curbs, gutters, pavement edges, gradebreaks (improved and unimproved surfaces), traffic markings, signs, walls, fences, buildings, vegetation, manholes, vaults, pullboxes, pedestals, utility poles, drop inlets, and street and park furniture.
- Planimetrics Content and Level of Detail. The planimetrics data shall at a minimum indicate the following information about all topographic features within the requested survey limits: curb widths, wall and fence type, wall widths, gate locations, ground surface types (e.g., concrete, asphalt, concrete pavers, grass, decorative rock, etc.), identification of all utility features (if possible), defined boundaries of all surface utilities larger than 2.5 feet in either direction (vaults, cabinets, etc.), building footprints (not envelopes), and complete pavement markings. **These requirements also apply to any areas where aerial mapping has been authorized.**
- DTM Structure and Level of Detail. The survey for the existing ground DTM shall include all gradebreaks modeled as breaklines within the survey limits including the following: breaklines that define the wings and backs of sidewalk ramps and driveways, the top and bottom of curb faces, lip of gutters, pavement edges, steps, top and toe of slopes, and flowlines. All breaklines shall be measured at minimum 50 foot intervals. In areas with very little slope tighter intervals may be necessary. The DTM shall also include spot elevations to determine all high and low points, and sufficient spot elevations to define relatively flat areas measured at minimum 50 foot grid intervals. In areas with very little slope tighter intervals may be necessary. No data shall be visible outside the surveyed area, including "voids" within buildings or large structure where no survey measurements were obtained. This can be accomplished using interior and exterior surface boundaries within Civil 3D. The DTM shall be presented as a single Civil 3D surface object, even if there are separated survey areas, so only a single existing ground DTM has to be referenced by the design engineer. This can be accomplished using hide and show boundaries within Civil 3D. **These requirements also apply to any areas where aerial mapping has been authorized.**
- Remote Mapping. All data captured through LiDAR scanning, photogrammetric drone mapping, and when authorized, manned aerial mapping is to be completely combined with all field survey data. Separate files containing data from different collection methods will not be accepted.
- **Deliverables:** The topographic survey files shall be incorporated into the 30% Design submittal and include: (1) A CAD file containing the survey planimetrics (2D linework and symbology); (2) A CAD file containing the existing ground DTM represented as a single Civil 3D surface; (3) all field raw data files, field notes, field survey points, raw aerial mapping CAD files, LiDAR point clouds, photogrammetric drone image files, and all ground control data

used for any remote (aerial, LIDAR, drone) mapping methods. These files are to be prepared under the supervision of the project's Professional Land Surveyor unless prepared by a third-party remote mapping vendor.

102.1.4 **Utility Survey**

- General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 102.1.3 of this document.
- Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as "dips" or "inverts"). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB's where directly measuring the pipes are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**
- Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.
- Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted.
- Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.
- **Deliverables:** Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

102.1.5 **Legal Descriptions – Not Used**

102.2 Right-of-Way

102.2.1 Consultant's professional land surveyor (Surveyor) will thoroughly conduct research of all available public records necessary to identify and establish the right-of-way limits. This shall include an investigation of all applicable Bureau of Land Management (BLM) files located at their Las Vegas Field Office whenever any portion of the proposed project area occupies BLM property. When available the City shall provide right-of-way records, studies and other available information. Surveyor will establish existing property lines and label all lots with the current owner's name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. Consultant will prepare property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Survey & Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Survey & Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall identify the locations of Authorization to Enter Property (AEP).

Should new title reports be required, the City will be responsible for obtaining and providing them.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and AEPs to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

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

102.2.4 **Deliverables:** Exhibits at the 30% submittal as outlined in 102.2.3.

102.3 Records Review, Information Research and Analysis of Data

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

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

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

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with City of Las Vegas TEFO is required for this task.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 **Work Standards**

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

102.4.2 **Quality Level D Tasks**

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

102.4.3 **Quality Level C Tasks**

- Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.

- Survey surface features of subsurface utility facility or systems, if such features have not already been surveyed by a registered professional.
- Survey shall also include determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

102.4.4 **Quality Level B Tasks**

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits and/or to trace a particular utility line or system. QL B to be determined after 30% design; QL B task will be paid for in separate final design contracts.

102.4.5 **Quality Level A Tasks**

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet:
    - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
    - Elevation of existing grade over utility at test hole.
    - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
    - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
    - Approximate centerline bearing of utility line.
    - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
    - Utility structure material composition, when reasonably ascertainable.
    - Identity of benchmarks used to determine elevations.
    - Utility facility condition.
    - Pavement thickness and type when applicable.
    - Soil type and site conditions.
    - Identity of utility owner/operator.
    - Other pertinent information as is reasonably ascertainable from test hole.
- Patching of potholes will meet City of Las Vegas, NDOT, Clark County, CNLV or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- A total of up to two hundred and twenty (220) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the indicated quality level of depicted information

102.4.6 **SUE Deliverables**

- Consultant shall prepare a separate "Existing Utility Location Plan' that clearly depict applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:
  - Existing rights-of-way
  - Centerlines and control alignments
  - Easements
  - Existing topographical information
  - All utilities within the project limits
  - QL A test hole locations
- Appropriately formatted test hole data sheets as described in QL A tasks above to be included with the 30% submittal.

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

102.5.1 The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations, and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions, and conclusions they may make or obtain from any such information.

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

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

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

102.5.4 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding

pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

102.5.6 Deliverables: The Consultant shall provide two (2) bound copies of the Geotechnical Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report.

102.6 30% Design Phase Submittal

102.6.1 30% Design Phase Plans

- The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.
- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Horizontal Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Recorded Record of Survey as part of Horizontal Control Plan
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Sewer Plan and Profiles
- Storm Drain Plan and Profiles
- Utility Plan and Profiles
- Traffic Striping and Signing Plans
- Traffic Lighting Plans, including existing traffic lighting
- Traffic Signal Plans, including existing traffic signal infrastructure

- **Deliverables**: Submit ten (10) copies of the half scale plans (11" X 17") and all associated electronic files to the City: Submit to CNLV, RFCD, and RTC per agency requirements; Submit copies of 30% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.6.2 Preliminary Design Report

- The results and summaries of items identified in the preceding work above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source and by phase of the project. The PDR will include, but is not limited to, the following:
  - Cover page
  - Table of Contents
  - Executive Summary
  - Transmittal memo stamped and signed by the Engineer of Record
  - Inventory of existing conditions, including photo library
  - Adjacent completed projects summary
  - Design controls and assumptions
  - Survey Summary (including Record of Survey and approval from City Surveyor)

- Right of Way Summary (including a summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative)
- Utility Issues and Conflicts Summary
- Summary of Permits (including a summary matrix of required permits)
- Draft Geotechnical Report
- Draft Hydrogeologic Report
- Preliminary Drainage Study (including hydraulic analyses for mainline storm drain)
- Sewershed Analysis (including a summary of MPU flows from exiting systems to assess pipe network capacity for present and future delivery)
- Construction Cost Estimate by construction phase and
- 30% Design Phase Plans

- Comments received on the Preliminary Design Report will be addressed in writing and included in the Final Preliminary Design Report. Adjustments will be made to the associated design and analysis as necessary. Further analysis to be performed with separate contract(s).

- **Deliverables:** Submit two (2) copies of the Draft Preliminary Design Report to the City and all associated electronic files. Submit the Preliminary Design Report to CCRFCD per agency requirements.

102.6.3 **Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.6**

- **Deliverables:** Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials as applicable.

102.7 Walk Through

After submittal of the 30% Design and the Draft Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal. Due to the length of the project alignment, it is anticipated that the walk through will take place across two days.

- **Deliverables:** The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

102.8 ADA/PROWAG Design Memorandum – Consultant shall design the project to conform to PROWAG. If there are limitations triggered by existing infrastructure and PROWAG cannot be implemented, a brief summary for each location with a written description of the situation, photos, plans, and any other pertinent back up shall be provided for city files explaining the details and rationale for the design. This only applies when PROWAG cannot be met.

- **Deliverables:** Submit one (1) copy in both hard copy and electronic format of the ADA/PROWAG Design Memorandum to the City.

102.9 Response to Comments – After the 30% design review meeting and walk through, Consultant shall address all comments received from City Staff, Utility Companies, and other Agencies.

- **Deliverables:** The Consultant shall submit comment matrix with response to comments in format provided by City. This shall also include any electronic reviews (e.g., Bluebeam sessions). This does not include incorporating the changes in the design drawings.

102.10 Final 30% Plans and Final Preliminary PDR – The 30% submittal plans will be revised per the review comments including the walk through. Comments received on the Preliminary Design Report will be addressed in writing and included in a Final Preliminary Design Report. Adjustments will be made to associated design and analysis as necessary. Final submittal for 30% plans and Final Preliminary Design Report will be made in conformance with the deliverables outlined in Section 102.6.

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

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

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

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	456	From NTP to delivery of final 30% plans and final Preliminary Design Report. City Review time not included.
TOTAL CALENDAR DAYS TO COMPLETE:	**456**	

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

303 CONSTRUCTION - NOT USED

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 two million two hundred sixty three thousand three hundred seventy-four dollars and sixty-seven cents ($2,263,374.67). Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 2.95 plus approved non-salary expenses identified in Section 7.4 and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$2,113,374.67	

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

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

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

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 52,328.21
101.2	Kick-Off Meeting and Progress Meetings	$ 34,396.99
101.3	Utility and Agency Coordination	$ 53,686.03
101.4	Project Permits	$ 1,525.90
101	**Subtotal Hours**	834
101	**Subtotal Fee**	$ 141,937.13
102	**30% DESIGN PHASE**	
102.1.2	Control Survey	$ 87,576.06
102.1.3	Topographic Survey	$ 56,726.06
102.1.4	Utility Survey	$ 57,600.38
102.2	Right-of-Way	$ 62,877.13
102.3	Records Review, Information Research and Analysis of Data	$ 50,019.08
102.3.4	Existing Traffic Signal and Equipment Mapping	$ 42,746.44
102.4	Subsurface Utility Engineering (SUE) Services	$ 322,136.65
102.5	Geotechnical Investigation	$ 242,064.47
102.6.1	30% Design Phase Plans	$ 810,617.82
102.6.2	Draft Preliminary Design Report	$ 60,957.79
102.6.3	Quality Control/Quality Assurance Review	$ 107,173.20
102.7	Walk Through and Memorandum	$ 13,253.04
102.8	ADA / PROWAG Memo	$ 6,096.02
102.9	Response to Comments	$ 3,639.66
102.10	Final Preliminary Design Report (PDR) & Final Plans	$ 47,953.73
102	**Subtotal Hours**	7,560
102	**Subtotal Fee**	$ 1,971,437.54
	Total Basic Services Hours	8,394
	Total Basic Services Fee	$ 2,113,374.67

402 ADDITIONAL SERVICES ALLOWANCE

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

402.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

402.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$150,000.00	See list below.

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

- Additional Design Services – As required by the City, Consultant shall perform additional design services (e.g., sewer, storm drain, structural, traffic, transportation) required for the Project.
- Additional Topographic Survey – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- Additional Utility Potholing - As required by the City, Consultant shall provide additional utility potholing (up to 50 additional potholes), prepare pothole location map and obtain information for subsurface utilities
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- Removal of Inflow/Infiltration Sources to Sanitary Sewer System – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
- Right-of-Way – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
- Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.3 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE
Principal	$110
Project Manager	$70
QA/QC Technical Advisor	$120
Project Technical Lead	$70
Sr. Project Engineer	$70
Senior Designer	$70
Associate Engineer	$50
Designer	$50
Cost Estimator	$90
Administrator	$40

501 ADDITIONAL SERVICES RATES

501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	$ 150,000.00
	Total Additional Services - Hours	981
	Total Additional Services - Fee	$ 150,000.00

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Nicole Melton, PE

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

601 CONSULTANT'S PROJECT STAFF

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

601.2 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Mackenzie Burns, PhD, PMP

601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Jarah Parke, PE, PMP

601.4 PROJECT MANAGER: Mackenzie Burns, PhD, PMP

601.4.1 RESPONSIBLE IN CHARGE PERSON:
List name of individual Engineer as licensed: Scott Williamson, PE

601.4.2 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 027052

602 CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.2 AERIAL MAPPING: Poggemeyer Design Group

602.3 ENVIRONMENTAL: N/A

602.4 TRAFFIC ENGINEERING: GCW

602.5 STRUCTURAL ENGINEER: N/A

602.6 MECHANICAL ENGINEER: N/A

602.7 ELECTRICAL ENGINEER: N/A

602.8 LANDSCAPE DESIGN: N/A

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

602.10 GEOTECHNICAL ENGINEER: Ninyo & Moore

602.11 LAND SURVEYOR: Poggemeyer Design Group

602.12 POTHOLING: KCI

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

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

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

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	PRELIMINARY AND GENERAL ITEMS	$0.00	$0.00	$0.00	$0.00	$0.00			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	PRELIMINARY DESIGN PHASE	$0.00	$0.00	$0.00	$0.00	$0.00			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review, Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.3	Bridge Conceptual Design and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	70% DESIGN PHASE	$0.00	$0.00	$0.00	$0.00	$0.00			
103.1.1	Design Report and Detailed Hydraulic Analysis - NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	AASHTOWARE Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	95% DESIGN PHASE	$0.00	$0.00	$0.00	$0.00	$0.00			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final AASHTOWARE Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Biddability and Constructability (B&C)				$0.00	$0.00			
104.5	Master Plan Modifications				$0.00	$0.00			
105	100% DESIGN PHASE	$0.00	$0.00	$0.00	$0.00	$0.00			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final Mylar Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$0.00	$0.00			
106	BID PHASE	$0.00	$0.00	$0.00	$0.00	$0.00			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
107	CONSTRUCTION PHASE	$0.00	$0.00	$0.00	$0.00	$0.00			
108	POST CONSTRUCTION PHASE	$0.00	$0.00	$0.00	$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	$0.00	$0.00						

	Additional Services Allowance:								
ASR#	Total Additional Services Authorized	$0.00	$0.00	$0.00	$0.00	$0.00			
1	0				$0.00	$0.00			
2	0				$0.00	$0.00			
3	0				$0.00	$0.00			

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

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

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

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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: Stantec Consulting Services, Inc.	
Address: 3010 W. Charleston Blvd. Ste. 100	**City / ST / Zip:** Las Vegas, NV 89102
Telephone: 702-878-8010	**EIN or DUNS :** 24-642-2307
Block 2: Description / Subject Matter of Contract	
Services for: Owens Avenue Interceptor	**Project Number:** 22.MWA797.D1-DD

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Mustang Acquisition Holdings, Inc.	476 Fifth Ave., New York, NY 10017	780-917-7000
2	See attached Corporate Information Summary for additional information		
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

Charles Kajkowski
Signature

3-16-2022
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 16th day of March, 20 22

F St Germain
Notary Signature

FRANK L. ST. GERMAIN
Notary Public - State of Nevada
County of Clark
APPT. NO. 18-3386-1
My App. Expires June 11, 2022

Rev 06.2018

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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"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: Stantec Consulting Services, Inc.	
Address: 3010 W. Charleston Blvd. Ste. 100	**City / ST / Zip:** Las Vegas, NV 89102
Telephone: 702-878-8010	**EIN or DUNS :** 24-642-2307
Block 2: Description / Subject Matter of Contract	
Services for: Owens Avenue Interceptor	**Project Number:** 22.MWA797.D1-DD

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Mustang Acquisition Holdings, Inc.	476 Fifth Ave., New York, NY 10017	780-917-7000
2	See attached Corporate Information Summary for additional information		
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

Charles Kajfasz
Signature

3-16-2022
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 16th day of March, 2022

Notary Signature

FRANK L. ST. GERMAIN
Notary Public - State of Nevada
County of Clark
APPT. NO. 18-3336-1
My App. Expires June 11, 2022

Rev 06.2018

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve award of Amendment No.1 to Contract 210186-JH, Prime Design Services for Downtown Civic Center Building and Plaza, located on the southeast corner of Main Street and Clark Avenue across from Las Vegas City Hall - Department of Public Works - Award recommended to: LGA ARCHITECTS ($2,418,312 - General Capital Projects Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $2,418,312
Funding Source: General CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On October 6, 2021, the City Council approved this contract for design services through the schematic design and master planning phase for the Downtown Civic Center Building and Plaza. This Amendment No.1 will continue design services through the design development phase. LGA Architects is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Contract No. 210186-JH
2. Certificate - Disclosure of Ownership and Principals

AMENDMENT NO. 1

210186-JH (MWA378), Prime Design Services Contract

for Downtown Civic Center Building and Plaza

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2022, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and LGA Architects a Corporation (hereinafter the "Company") having its principal office located at 241 W. Charleston #107, Las Vegas, NV 89102.

WHEREAS, the City and the Company have entered into that certain Contract 210186-JH (MWA378) Prime Design Services Contract for Downtown Civic Center Building and Plaza, executed October 13, 2021, (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to include the Design Development Phase of the Contract.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

1. See Attached Exhibit A-1.

2. See Attached Exhibit B-1 Add Design Development Phase.

3. See Attached Exhibit C-1 Performance Schedule change to complete the additional scope.

4. See Attached Exhibit D-1 Fee Breakdown is hereby amended to increase the total compensation from **$1,807,500** to **$4,225,812**. Basic Services is hereby amended to increase from **$1,657,500.00** to **$3,855,812.00,** and Additional Services allowance is hereby amended to increase from **$150,000.00** to **$370,000.00.**

5. Exhibit E- No Additional Compensation Change.

6. See Attached Exhibit F-1 for additional sub-consultants added to the team.

7. Exhibit G – No Disclosure of Ownership/principals changes

8. The Parties represent and acknowledge that as of the date of this Amendment No. 1 neither party (i) is in default under the terms of the Contact; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.

9. In the event of a conflict between any provision(s) of the Contract and of this Amendment No. 1, this Amendment No. 1 shall control.

10. In all other respects, the Contract is hereby ratified and confirmed, in full.

11. Counterparts. This Amendment No. 1 may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Tonya Kemble, Manager, Purchasing and Contracts

LGA ARCHITECTS

Craig Galati, FAIA, FSMPS, CPSM, President Date

ATTEST:

LUANN D. HOLMES, MMC Date

City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/11/22

Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

AMENDMENT NO. 1

EXHIBIT A-1 SCOPE OF SERVICES

21.0186-JH (MWA378), Prime Design Services Contract for

Downtown Civic Center Building and Plaza

Scope of this Amendment is to add the Design Development Phase to the Contract.

102.1.4 Design Development Phase, the Consultant shall:

106 DESIGN DEVELOPMENT (DD) PHASE

106.1 Design Development Phase, the Consultant shall:

106.2 ***DOCUMENTS.*** Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

106.2.1 DRAWINGS:

106.2.1.1 Building data and code analyses.
106.2.1.2 Utility plans, including both on-site and off-site improvements.
106.2.1.3 Paving and grading plans, including both on-site and off-site improvements.
106.2.1.4 Planting plans.
106.2.1.5 Irrigation plans.
106.2.1.6 Site plans.
106.2.1.7 Floor plans, indicating the size of rooms and furniture arrangements.
106.2.1.8 Reflected ceiling plans.
106.2.1.9 Roof plans.
106.2.1.10 Building elevations.
106.2.1.11 Building and wall sections.
106.2.1.12 Finish schedules.
106.2.1.13 Foundation plans.
106.2.1.14 Framing plans.
106.2.1.15 Heating, ventilating and air conditioning (HVAC) plans.
106.2.1.16 Plumbing plans.
106.2.1.17 Lighting plans.
106.2.1.18 Power plans
106.2.1.19 Low voltage system plans – security & fire included.
106.2.1.20 Signage plans.
106.2.1.21 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

106.2.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, “Part 1 – Section Includes” and completed “Part 2 – Products” for each section.

106.2.3 ***LEED CREDITS REPORT***. Update the list of LEED credits being pursued and the current status of each credit anticipated.

106.2.4 ***MOUNTED REVIEW BOARDS.*** Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

106.2.5 ***ESTIMATE.*** Work with CMAR to prepare Construction Cost Estimate.

106.2.6 ***VALUE ENGINEERING SESSION.*** Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.

106.2.7 ***SUBMITTAL.*** Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

106.2.8 ***REVIEW.*** The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

END OF EXHIBIT "A-1"

EXHIBIT B-1 REQUIRED SUBMITTALS

203 DESIGN DEVELOPMENT PHASE

203.1 Drawings and Specifications.
203.2 Presentation Drawings, mounted.
203.3 Materials Board.
203.4 Flood/Hydrology Report draft, if required by governing authorities
203.5 Construction Cost Estimate
203.6 LEED Credits Report.

END OF EXHIBIT "B-1"

EXHIBIT C-1 PERFORMANCE SCHEDULE

301 PHASE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	175	Includes 2 week City review period.
Schematic Design	70	Includes 2 week City review period.
Design Development	111	Includes 2 week City review period. Time Starts (6-15-22)
Construction Documents (Future)	126	City review is concurrent with drawings progress. Provide Set 2 weeks before building submission.
Building Department Sub. (Future)	+/- 88	Time is approx.. Based on actual time takes.
Bidding (Future)	CMAR	City determined.
Construction (Future)	511	City determined.
Post Construction (Future)	80	City determined.
TOTAL	**356**	**Future Dates not included**

END OF EXHIBIT "C-1"

EXHIBIT D-1 FEE BREAKDOWN

400 BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and Conceptual Design	15%	$978,093.00	
Schematic Design	30%	$679,407.00	
Design Development	**60%**	**$2,198,312.00**	
Construction Documents	100%	Future	
Bidding	%	Future	
Construction	%	Future	[The combined Fee for Construction and Post Construction phases shall not be less than 25% of the total Fee.]
Post Construction/Record Documents	%	Future	Punch List
	TOTAL	**$3,855,812.00**	

402.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		COMMENTS
TOTAL NOT-TO-EXCEED COST	**$370,000.00**	

END OF EXHIBIT "D-1"

EXHIBIT F-1 KEY PERSONNEL LIST

602.1.9 GEOTECHNICAL ENGINEER/ PRELIM DEWATERING: Ninyo & Moore
602.1.10 SPECIFICATION: Spectra Consulting
602.1.11 CODE ANAYLSIS: PCNA Group

END OF EXHIBIT "F-1"

EXHIBIT "H"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: LGA Architecture, dba LGA	
Address: 241 W. Charleston Blvd, Suite 107	**City / ST / Zip:** Las Vegas, NV 89102
Telephone: 702-263-7111	**EIN or DUNS :** 88.0215901
Block 2: Description / Subject Matter of Contract	
Services for: Civic Center Building and Plaza	**Project Number:** 210186-JH

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Craig Galati	241 W. Charleston Blvd, Suite 107, LV, NV 89102	702-263-7111
2	John A Haddad	241 W. Charleston Blvd, Suite 107, LV, NV 89102	702-263-7111
3	Jason Jorjorian	241 W. Charleston Blvd, Suite 107, LV, NV 89102	702-263-7111
4	Lance Kirk	241 W. Charleston Blvd, Suite 107, LV, NV 89102	702-263-7111
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: N/A

Date of Attached Document: N/A Number of Pages: ____

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

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

State of Texas
Johnson County

NOTARY PUBLIC STATE OF TEXAS
Rhonda Adamson
ID NUMBER
133170405
COMMISSION EXPIRES
June 22, 2025

Craig Steven Galati
Signature

09/17/2021
Date

Subscribed and sworn to before me this 17th day of September, 2021

Rhonda Adamson
Notary Signature

Notarized online using audio-video communication
Notary Public State of Texas

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve award of Contract No. 220097-PH-A, Professional Services for Public Attorney - Department One - Las Vegas Municipal Court - Award recommended to: MORTON LAW, PLLC (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,000
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract provides for public attorney services for indigent defendants in Municipal Court Judicial Department One, in the fixed fee amount of $7,750 per month with an annual not-to-exceed reimbursable expense amount of $9,300. The initial contract term is one (1) year, with four (4) one-year renewal options. Morton Law was selected through a competitive Request for Proposals process and is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220097-PH-A
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
PUBLIC ATTORNEY – DEPARTMENT ONE

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Morton Law, PLLC, (hereinafter the "Company"), a Nevada limited liability company having its principal office at 2655 S. Rainbow Blvd, Suite 110, Las Vegas, Nevada 89146.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Public Attorney services for Indigent Defendants for Las Vegas Municipal Court Department One		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30, 2023	**Option Periods** Four one-year periods
Contract Type As defined in Section B-1	The contract type is fixed fee retainer, plus a fixed hourly rate for time worked in excess of a stated annual hourly aggregate, and reimbursable expenses.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$102,300	Per year, fixed fee retainer	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel
Attachment 2 – Additions and/or Deletions to Alternate Public Attorney Information
Attachment 3 – Company's Notice of Intent to Submit Hourly Billing
Attachment 4 – Certificate – Disclosure of Ownership/Principals

(c)

City Project Manager Per Section D-4, (a)	**Name** Jack Eslinger	**Phone** (702) 229-4673	**Email** jeslinger@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Nadine M. Morton	**Phone** (702) 400-4354	**Email** nadine@mortonlawnv.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Nadine M. Morton Attorney, Owner and Manager	**Address** 2655 S. Rainbow Blvd, Suite 110 Las Vegas, NV 89146	**Email** nadine@mortonlawnv.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

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

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [R]

The following definitions apply to this Contract:

(a) *"Alternate Public Attorney"* means the individual retained by the Public Attorney who is performing services in connection with the criminal defense of indigent defendants, under the supervision of the Public Attorney, possessing the same qualifications and experience as the Public Attorney, and subject to the same standards and accountability. Alternate Public Attorneys are included whenever the terms Public Attorney or Company are used, unless the use of Public Attorney or Company suggests otherwise.

(b) *"Award Date"* means the date that a Contract becomes effective.

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

(d) *"Contract Administrator"* means the Las Vegas Municipal Court Administrator, who shall be responsible for the day to day administration of payment processing and claims under the Contract. The Contract Administrator shall be responsible for monitoring feedback on Public Attorney performance from judges, staff, defendants and members of the public and shall make recommendations to the Contract Manager relative to the termination or renewal of the Contract based on feedback provided.

(e) *"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.

(f) *"Contract Manager"* means the City of Las Vegas Purchasing and Contracts Division Manager or their designee, who is responsible for the initial procurement process. The Contract Manager shall ensure all Contract holders are in compliance with the technical requirements of the Contract, to include appropriate licensing and insurance of all Public Attorneys and Alternate Public Attorneys.

(g) *"Contract Year"* means 365 calendar day period commencing from Award Date.

(h) *"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.

(i) *"Indigent Defendant"* means an individual with gross income less than the Poverty Guidelines as defined in Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel.

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

(k) *"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.

(l) *"Public Attorney"* means an individual employed by the Company who is primarily responsible on behalf of the Company for the performance of the indigent defendant services required herein.

SECTION C – Scope of Work

C-1 Statement of Work

(a) The Public Attorney shall, upon determination of Indigent status eligibility, perform services in connection with the criminal defense of indigent defendants assigned by the Court exercising jurisdiction in the City of Las Vegas. The Public Attorney shall comply with all Nevada Supreme Court Orders and Performance Standards relative to the representation of the Indigent Defendants.

(b) Attorneys must be licensed in the State of Nevada, members in good standing with the Nevada State Bar, authorized to practice law in the City of Las Vegas Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court, and have sufficient experience and ability to avidly represent Indigent Defendants.

(c) In those cases to which the Public Attorney is assigned, such Attorney shall provide the necessary criminal investigations, trial preparation and defense so as to provide full professional defense of such cases, and as required shall provide services to include, but not be limited to, interviews with advice to indigent defendants and witnesses, the performance of legal research, the interpretation and application of laws, Court decisions and legal point and authorities for the use and preparation of cases, contacting agencies regarding the collection of facts and evidence, attendance at arraignments, pre-trial hearings, the conduct of trials, the necessary filing and prosecution of appeals from the assigned department, the attendance at sentencing, and communication with Alternative Sentencing and Education concerning counseling.

(d) Public Attorneys or Alternate Public Attorneys shall be assigned to provide representation in criminal matters in Municipal Court Department 1.

(e) All Departments at the Las Vegas Municipal Court, including Department 20, maintain Specialty Courts. Public Attorneys are required to be present and represent defendants at Specialty Court sessions. These sessions may fall outside the normal sessions for Public Attorneys.

(f) The Public Attorney shall render professional services in complete compliance with the Nevada Rules of Professional Conduct. Further, the Public Attorney shall provide a level of representation demonstrating the same level of competency, diligence and fidelity to the Indigent Defendant as would be expected of an attorney in a private criminal defense practice. The sufficiency of the Public Attorney communication with the Indigent Defendant will be evaluated by the same standards.

(g) The Public Attorney shall provide representation in jury trials upon request, as part of the Public Attorney's normal duties. The Court will provide budget for subpoena, witness, and expert witness fees, and other trial expenses. Public Attorneys will submit such reimbursement or funding requests through their respective Department judges.

(h) The Public Attorney shall provide representation at pretrial release hearings in the normal course of their services. In accordance with Nevada law, the City will schedule pretrial hearings on Thursday afternoons and/or Saturdays, in order to ensure each person receives a hearing within 48 hours of being taken into custody. The City will establish a rotating schedule, so that each Public Attorney will take turns providing representation at Saturday pretrial release hearings.

Ad hoc scheduling will be required for release hearings to be held on or around holidays, when the Court would normally be closed. This includes holiday Mondays and long weekends, such as Thanksgiving.

(i) Until released as counsel of record, the Public Attorney shall be obligated to conclude all cases assigned to him/her including sentencing, modifications/clarifications and remands even if such case or cases shall extend beyond the time period of this Contract, in which case the Public Attorney shall do so without additional compensation.

(j) The Public Attorney shall adhere to the Court's procedures for determination of the initial and continuing financial eligibility of Indigent Defendants for appointed representation. If the Public Attorney becomes aware from a non-client confidence source that a client has submitted false information regarding financial eligibility for representation, or becomes aware of a change in an Indigent Defendant's financial status warranting reconsideration of the appointment, the Public Attorney shall be obliged to recommend to the Court that additional financial suitability review be conducted.

(k) Until released as counsel of record, the Public Attorney shall maintain an independent file for each Indigent Defendant appointed. All such files must be maintained for a period of seven (7) years following termination of representation, unless transferred to a subsequent Public Attorney, following the final disposition of that case. Indigent Defendant

access to the Public Attorney's file shall be in compliance with the standards for private representation of clients. All original files shall be promptly surrendered to the Contract Administrator in the event the contract for Public Attorney services is terminated by the Public Attorney, by the City, or by an event of non-renewal of the Contract.

(l) Using Contract Attachment 2 "Additions and/or Deletions Alternate Public Attorney (PA) Information", the Public Attorney is obligated to notify the Contract Administrator of any additions and/or deletions of Alternate Public Attorneys no later than five (5) business days after first date of providing Public Attorney services for additions, or no later than five (5) days after the last date of service for deletions. All such additions are subject to approval by the City.

(m) All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.

(n) Additional requirements shall apply to the specific Judicial Department(s) subject to modification by the Court upon consultation with the Public Attorney.

(o) The Public Attorney firm partners/associates shall personally perform a minimum of twenty percent (20%) of all the services under this Contract, allowing one (1) or more Alternate Public Attorney(s) to perform no more than an aggregate eighty percent (80%) of all the services under this Contract.

C-2 Deliverables/Schedule/Fees

The City will pay the Company a monthly fixed fee retainer of $7,750 per month for up to 1,600 hours per contract year, and $50 per hour thereafter. This fee is inclusive of all services, including jury trials and Saturday or holiday pretrial release hearings.

SECTION D – Special Conditions

D-1 Payment [R]

(a) The City will pay the Company the following amounts for assignment to Municipal Court Department One:

Item No.	Description	Amount
1	Monthly Fixed Fee Retainer	$7,750
2	Direct expenses for Jury Trials	At cost (subject to maximums per NRS)
3	Hourly fee for hours exceeding 1,600 per contract year	$50
4	Annual cap for Reimbursable Expenses (other than jury trials)	$9,300

(b) Reimbursable Expenses: Pursuant to the application procedure and limitations set forth in NRS 7.135 and 7.145, the Public Attorney is entitled to be reimbursed for reasonably incurred expenses for investigative, expert or other services as may be necessary for an adequate defense. The Public Attorney shall also be entitled to be reimbursed for direct costs to attend Court-related training and conferences, if approved in advance by the Project Manager. In order to be eligible for reimbursement, written approval from the Municipal Court Judge is required prior to incurring such expenses.

(c) The Company shall not be compensated for the following tasks or costs:

(i) Travel time, including but not limited to time spent traveling between an attorney's residence, office, or other base of operation and the court or any other worksite in Clark County, Nevada.

(ii) Internal administrative costs related to tasks including but not limited to file preparation, billing, opening, closing or establishing files, copies, administrative communications with the City or the Court, or any other administrative procedures that do not involve the use of legal skills.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [R]

(a) The Company shall be paid the retainer amount specified in D-1 above without the requirement for invoice submittal to the City. If reimbursable expenses are authorized by the Municipal Court Judge, the request for reimbursement shall be submitted on an invoice to the Contract Administrator pursuant to NRS 7.135 and 7.145. The invoice must be supported by a sworn statement specifying the time expended in court, the services rendered out of court and the time expended therein, the expenses incurred while the case was pending and the compensation and reimbursement applied for or received in the same case from any other source. In addition, all invoices should identify the following items:

(i) the date of the invoice and invoice number; and
(ii) the associated Purchase Order number.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** The Company or Public Attorney shall submit the original invoice along with signed documentation showing the Municipal Court Judge's pre-authorization, and the Contract Administrator's approval for payment to:

Las Vegas Municipal Court
ATTN: Court Administrator
PO Box 3960
Las Vegas, NV 89127-3960

(c) In the event the Company anticipates exceeding 1,600 hours in a Contract Year, and prior to exceeding 1,500 hours, or at which time the Company has performed more than 1,300 hours of billable services within the first then (10) months of that Contract Year, whichever occurs first, the Company shall give the Contract Administrator notice of its intent to submit hourly billing. The notice shall be given on the form provided in Attachment 3. Whenever Attachment 3 is required to be completed, the Company shall also provide an accounting for all work performed up to and including the date of the filing of the notice and an estimate of all work which will be required beyond the 1,600 hour threshold.

(d) The accounting for work performed up to and including the date of the Notice shall take the form of a billing statement for each case assigned together with a summary table of all time spent on assigned cases. The estimate for hours necessary for future work must identify defendant name(s) and cases number(s) if known at the time of the filing of the notice. After the Company has provided a proper hourly accounting for all work performed pursuant to this Contract exceeding a maximum 1,600 hours for the Contract Year, the City shall pay $50 per hour for all hours actually worked in excess of those maximums. For the purposes of billing time under this provision, all work shall be accounted for to the nearest one-tenth (1/1 0) of an hour, or six (6) standard minutes.

(e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

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

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

D-5 Insurance [CAO-04/2020]

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

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

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

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

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

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and

withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-6 Warranty – Services [CAO-4/2020]

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

D-7 Private Criminal and Civic Practice of Law

In addition to the services defined in this Contract, the Public Attorney is entitled to maintain a private criminal and civil practice of law, with three limitations. First, the Public Attorney is obliged to limit the volume of his private practice to the extent necessary to provide effective representation under this Contract. Second, the Public Attorney must decline representation of any client when such representation would present a conflict with the Contract services rendered by the City. Third, to avoid a conflict of interest, the Public Attorney may not engage in a civil action against the City of Las Vegas, the Las Vegas Municipal Court or any officials thereof during the term of the Contract. The City may waive potential conflicts of interest known to the Public Attorney only when the Public Attorney has presented a written description of all relevant factors to the Contract Administrator and received written authorization from the Municipal Court Judge to continue the representation in question.

D-8 Notice of Disciplinary Action

The Public Attorney is further obligated to promptly forward to the Contract Administrator any notice of disciplinary sanction served by the State Bar of Nevada upon the Public Attorney. Further, the Public Attorney must promptly forward any notice of resolution of such disciplinary actions to the Contract Administrator and make a status report on any disciplinary action upon request by the Contract Administrator and provide a monthly status report on any disciplinary action until resolution.

D-9 License to Practice Law

The Public Attorney must, at all times, maintain in good standing a license to practice law in Nevada which authorizes the Public Attorney to appear on behalf of the Indigent Defendants assigned by the City in the City's Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court. The Public Attorney is obligated to immediately inform the Court Administrator of any limitation, suspension or revocation of the necessary licensure status.

D-10 Employment of Governmental Attorneys

(a) The Company hereby acknowledges that pursuant to NRS 7.105, the Attorney General and every city attorney, district attorney, and the deputies and assistants of each, hired or elected to prosecute persons charged with the violation of any ordinance of any law of this state, shall not during their term in office or during the time they are so employed, accept an appointment to defend, agree to defend or undertake the defense of any person charged with the violation of any ordinance or law of this state, which includes working as a Public Attorney or Alternate Public Attorney and performing the services required herein.

(b) If in performing the services required under this Contract, the Company intends to hire an attorney who at the time of the execution of this Contract is employed by the Attorney General of the State of Nevada, or any District Attorney or City Attorney within this state, the Company shall not allow such attorney to perform any of the services required herein until that person is no longer employed by the Attorney General, District Attorney or City Attorney, whichever is applicable.

D-11 SCOPE Information

Regarding the Shared Computer Operations for Protection and Enforcement system (SCOPE):

(a) The Public Attorney is not authorized to, and shall not, disseminate the information to any other party in any manner, orally or in written form (NRS 179A.110); and,

(b) Failure to adhere to the terms and/or conditions as set forth above could result in the discontinuation of the availability of criminal histories, termination of the Contract, and/or prosecution.

D-12 Transfer of Files

In the event this Contract is terminated pursuant to Sections E-4 or E-6 below, the original records, files, attorney notes, photos, electronic materials and discovery essential to an Indigent Defendant's defense shall remain in the care and custody of the Company until such time as a new Company has been hired by the City to perform the legal services required under this Contract; or upon written notice, shall be promptly surrendered to the Contract Administrator. This transfer of all open files shall occur within three (3) days after receipt of written notice from the City or the new Company.

D-13 through D-18 – Reserved

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the

City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

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

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of

Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [R]

(a) The City has the right to terminate this Contract, in whole or in part, if any of the following shall occur and the Contract Administrator, after reviewing the complaint, has determined that termination of the Public Attorney or Company for cause is warranted, or the Contract Administrator receives a complaint concerning the performance or behavior of the Public Attorney including, without limitation, a complaint for the following:

(i) the Public Attorney or Company has failed to provide for the representation or appearance of an Alternate Public Attorney at Municipal Court proceedings in the event of the absence of the Public Attorney, or

(ii) the Public Attorney or Company has been held in contempt of court by the Municipal Court in representing an indigent client pursuant to the requirements of this Contract; or,

(iii) the Public Attorney or Company has failed to perform the services required under Section C (Statement of Work) or any other provision of this Contract including, without limitation, delivering any required documentation within the time specified in this Contract, and such failure has continued after notice is provided pursuant to subsection (b) below.

(b) If an Event of Default as described in Section E-5 or a complaint as described in Section E-6(a) 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.

(c) If this Contract is terminated in whole or in part because the Company has failed to provide goods 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 goods 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.

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

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

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

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

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

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

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which

are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return

the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in

accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 4 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

E-31 Certification – No Israel Boycott [CAO–4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

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

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

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/9/22
Deputy City Attorney — Date
John S. Ridilla
Chief Deputy City Attorney

MORTON LAW, PLLC

Nadine Morton — Date
Attorney, Owner and Manager

ATTACHMENT 1

LAS VEGAS MUNICIPAL COURT
DECLARATION AND APPLICATION FOR COURT-APPOINTED COUNSEL

Case/History No._____

YOUR NAME: _____Social Security Number _____-____ -_____

YOUR ADDRESS: _____
Where you live?

_____
City/State/Zip Code

HOME PHONE (____) _____ CELL PHONE (____) _____

WORK PHONE (___) _____

Do you live in Public Housing? _____ Are you serving a jail sentence? _____

PERSONAL INFORMATION

Number of children, dependents or others you are legally responsible for living in your home: _____

Where do you work? _____

How much do you make monthly before taxes and anything else is taken out of your pay check: $_____

Other monthly Income (Wife/Husband, Partner, Co-habitant, other): _____

I and/or my family are currently receiving the following:

AFDC ☐ Unemployment ☐ Worker's Comp ☐ Food Stamps ☐ SSI ☐ Medicaid ☐

Other Public Assistance (Type) _____

I, _____, am saying that I cannot afford to hire an attorney. If a crime is charged against me and the City Attorney is seeking for me to serve time in jail and I cannot afford to hire an attorney, the court may appoint an attorney only under certain circumstances.

I have given the above information to see if an attorney can be appointed by the court to represent me in court. I understand that this information may be used to see if I can pay for an attorney to represent me in court. I am giving my permission to contact any credit bureau, review my credit report from any credit bureau, investigative agency or any other source. I authorize the Las Vegas Municipal Court to verify any statements made and information provided and obtain any other information needed. I declare under penalty of perjury that the information that has been given is true and correct. I understand that I might have to pay back all or a part of the attorney fees if it is found that I can pay.

_____
SIGN YOUR NAME Date

LAS VEGAS MUNICIPAL COURT PLAN FOR THE DETERMINATION OF INDIGENCE

1. Defendant not in custody:

   (a) The defendant appears in the courtroom, is facing jail time and states that they cannot afford legal counsel for their defense.

   (b) The defendant completes the Declaration, and the Court determines from the Declaration that the defendant qualifies under the Presumptive Threshold Standard as established by Nevada Supreme Court ADKT #411, a Public Attorney is assigned to the case and represents the defendant.

   (c) If a more rigorous screening is indicated or ordered, the completed Declaration is forwarded within two (2) business days to the Las Vegas Municipal Court Judicial Enforcement Unit (JEU) for processing.

   (d) If the defendant disputes a finding of non-qualification for indigent status and court appointed counsel, or the Declaration has discretionary aspects that cannot be resolved by a more rigorous review,

   (e) The case may be continued for a hearing or other action as determined by the court.

2. Defendant in custody:

   (a) Defendants are presumed to be indigent if they are in custody.

2016 HHS Poverty Guidelines

Persons in Family or Household	Federal Poverty Guidelines[1]	Poverty Guidelines at 200% *(Presumptive Threshold as established by ADKT #411)*[2]
1	$11,880	$23,760
2	$16,020	$32,040
3	$20,160	$40,320
4	$24,300	$48,600
5	$28,440	$56,880
6	$32,580	$65,160
7	$36,730	$73,460
8	$40,890	$71,780
For each additional person, add	$4,160	$8,320

SOURCE: *Federal Register,* Vol. 81, No. 4036, January 25, 2016, pp.4036-4037

[1] **Note: The Federal Poverty guidelines are recalculated and published annually.**

[2] **A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.**

ATTACHMENT 2

ADDITIONS AND/OR DELETIONS
ALTERNATE PUBLIC ATTORNEY (PA) INFORMATION
(Confidential)

List individuals to be proposed or deleted as alternate public attorneys. Submit the list to the Contract Administrator no later than five (5) business days after first date of service for additions, and no later than five (5) days after the last date of service for deletions. **Proposed Alternate Public Attorney additions are subject to city approval.**

ALTERNATE PA NAME AND AKA (Other Names Used)	*ADDITION or DELETION?*	*SOCIAL SECURITY OR DRIVERS LICENSE NUMBER **	*DATE OF BIRTH*	*NEVADA BAR NUMBER*	*BIOGRAPHIC DATA FORM ATTACHED ** Yes / No*	*RESUME ATTACHED ** Yes / No*

*** Privacy Act Notice**

General - This notice is provided pursuant to Public Law 93-579, Privacy Act of 1974, 5, U.S.C. Section 552a, for individuals supplying information to the City of Las Vegas in response to an Invitation to Bid (ITB) or a Request for Proposal (RFP) where key individuals may be required to consent to a background check.

Authority - Section 5301 of Title 5 of the U.S. Code authorizes collection of this information.

Purposes and Uses - The information becomes a part of the City of Las Vegas, Nevada's Human Resources database. The primary use of the information is to conduct background checks of key individuals. The information may be used in and disclosure may be made to (1) W-2 forms for transmittal to IRS and State and select local Governments; (2) Quarterly reports to IRS; and (3) Law enforcement. Data is aggregated to prepare various reports to the Office of Personnel Management (OPM), the Treasury and other agencies, but such reports do not include information by name or other identifying numbers or characteristics.

Effects of Nondisclosure - Failure to supply the information may result in proposed Public Attorney not being awarded a contract to perform sensitive services.

****Attach biographical data forms** pursuant to the Rules of Professional Conduct (RPC) 1.4(c) as amended October 22, 2008, and current resumes which identify particular experience and/or skills that would be applicable to the services required for each attorney.

Fingerprint requirement to be completed within 30 days of the first date of Public Attorney service.

ATTACHMENT 3

COMPANY'S NOTICE OF INTENT TO SUBMIT HOURLY BILLING

Public Attorney or Alternate Public Attorney: **Date Submitted:**

Client Name	Case/Docket No.	Charge(s)	Projected Hours

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Morton Law, PLLC	
Address:2655 S. Rainbow Blvd., Suite 110	**City / ST / Zip:**Las Vegas, Nevada 89146
Telephone:702-400-4354	**EIN or DUNS :**27-5198095
Block 2: Description / Subject Matter of Contract	
Services for: Public Attorney for Indigent Defendants	**Project Number:**220097

Block 3: **Type of Business**

☐ Individual ☐ Partnership ■ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Nadine M. Morton, Owner, Manager	2655 S. Rainbow Blvd., Suite 110, LV, NV. 89146	702-718-3000
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

5/7/2022
Date

State of Nevada County of Clark
Subscribed and sworn to before me this 7th day of May, 2022

_____
Notary Signature

Darian J. Campagna
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-7646-01
My Appt. Expires: July 14, 2025

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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Block 1: Contracting Entity	
Name: Morton Law, PLLC	
Address:2655 S. Rainbow Blvd., Suite 110	**City / ST / Zip:**Las Vegas, Nevada 89146
Telephone:702-400-4354	**EIN or DUNS :**27-5198095
Block 2: Description / Subject Matter of Contract	
Services for: Public Attorney for Indigent Defendants	**Project Number:**220097

Block 3: **Type of Business**

☐ Individual ☐ Partnership ■ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

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Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

5/7/2022
Date

State of Nevada County of Clark
Subscribed and sworn to before me this 7th day of May, 2022

_____
Notary Signature

Darian J. Campagna
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-7646-01
My Appt. Expires: July 14, 2025

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve award of Contract No. 220097-PH-B, Professional Services for Public Attorney - Department Two - Las Vegas Municipal Court - Award recommended to: LAW OFFICE OF BENJAMIN NADIG, CHTD (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract provides for public attorney services for indigent defendants in Municipal Court Judicial Department Two, in the fixed fee amount of $7,750 per month, plus an annual not-to-exceed reimbursable expenses amount of $9,300. The initial contract term is one (1) year, with four (4) one-year renewal options. The Law Office of Benjamin Nadig was selected through a competitive Request for Proposals process and is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220097-PH-B
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
PUBLIC ATTORNEY – DEPARTMENT TWO

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and the Law Office of Benjamin Nadig, CHTD, (hereinafter the "Company"), a Nevada limited liability company having its principal office at 228 South 4th Street, Third Floor, Las Vegas, Nevada 89101.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Public Attorney services for Indigent Defendants for Las Vegas Municipal Court Department Two		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30, 2023	**Option Periods** Four one-year periods
Contract Type As defined in Section B-1	The contract type is fixed fee retainer, plus a fixed hourly rate for time worked in excess of a stated annual hourly aggregate, and reimbursable expenses.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$102,300	Per year, fixed fee retainer	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel
Attachment 2 – Additions and/or Deletions to Alternate Public Attorney Information
Attachment 3 – Company's Notice of Intent to Submit Hourly Billing
Attachment 4 – Certificate – Disclosure of Ownership/Principals

(c)

City Project Manager Per Section D-4, (a)	**Name** Jack Eslinger	**Phone** (702) 229-4673	**Email** jeslinger@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Benjamin Nadig	**Phone** (702) 545-7592	**Email** ben@lasvegasdefenselawfirm.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Benjamin Nadig Owner	**Address** 228 S. 4th Street, Third Floor Las Vegas, NV 89101	**Email** ben@lasvegasdefenselawfirm.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

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

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [R]

The following definitions apply to this Contract:

(a) *"Alternate Public Attorney"* means the individual retained by the Public Attorney who is performing services in connection with the criminal defense of indigent defendants, under the supervision of the Public Attorney, possessing the same qualifications and experience as the Public Attorney, and subject to the same standards and accountability. Alternate Public Attorneys are included whenever the terms Public Attorney or Company are used, unless the use of Public Attorney or Company suggests otherwise.

(b) *"Award Date"* means the date that a Contract becomes effective.

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

(d) *"Contract Administrator"* means the Las Vegas Municipal Court Administrator, who shall be responsible for the day to day administration of payment processing and claims under the Contract. The Contract Administrator shall be responsible for monitoring feedback on Public Attorney performance from judges, staff, defendants and members of the public and shall make recommendations to the Contract Manager relative to the termination or renewal of the Contract based on feedback provided.

(e) *"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.

(f) *"Contract Manager"* means the City of Las Vegas Purchasing and Contracts Division Manager or their designee, who is responsible for the initial procurement process. The Contract Manager shall ensure all Contract holders are in compliance with the technical requirements of the Contract, to include appropriate licensing and insurance of all Public Attorneys and Alternate Public Attorneys.

(g) *"Contract Year"* means 365 calendar day period commencing from Award Date.

(h) *"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.

(i) *"Indigent Defendant"* means an individual with gross income less than the Poverty Guidelines as defined in Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel.

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

(k) *"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.

(l) *"Public Attorney"* means an individual employed by the Company who is primarily responsible on behalf of the Company for the performance of the indigent defendant services required herein.

SECTION C – Scope of Work

C-1 Statement of Work

(a) The Public Attorney shall, upon determination of Indigent status eligibility, perform services in connection with the criminal defense of indigent defendants assigned by the Court exercising jurisdiction in the City of Las Vegas. The Public Attorney shall comply with all Nevada Supreme Court Orders and Performance Standards relative to the representation of the Indigent Defendants.

(b) Attorneys must be licensed in the State of Nevada, members in good standing with the Nevada State Bar, authorized to practice law in the City of Las Vegas Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court, and have sufficient experience and ability to avidly represent Indigent Defendants.

(c) In those cases to which the Public Attorney is assigned, such Attorney shall provide the necessary criminal investigations, trial preparation and defense so as to provide full professional defense of such cases, and as required shall provide services to include, but not be limited to, interviews with advice to indigent defendants and witnesses, the performance of legal research, the interpretation and application of laws, Court decisions and legal point and authorities for the use and preparation of cases, contacting agencies regarding the collection of facts and evidence, attendance at arraignments, pre-trial hearings, the conduct of trials, the necessary filing and prosecution of appeals from the assigned department, the attendance at sentencing, and communication with Alternative Sentencing and Education concerning counseling.

(d) Public Attorneys or Alternate Public Attorneys shall be assigned to provide representation in criminal matters in Municipal Court Department 2.

(e) All Departments at the Las Vegas Municipal Court, including Department 20, maintain Specialty Courts. Public Attorneys are required to be present and represent defendants at Specialty Court sessions. These sessions may fall outside the normal sessions for Public Attorneys.

(f) The Public Attorney shall render professional services in complete compliance with the Nevada Rules of Professional Conduct. Further, the Public Attorney shall provide a level of representation demonstrating the same level of competency, diligence and fidelity to the Indigent Defendant as would be expected of an attorney in a private criminal defense practice. The sufficiency of the Public Attorney communication with the Indigent Defendant will be evaluated by the same standards.

(g) The Public Attorney shall provide representation in jury trials upon request, as part of the Public Attorney's normal duties. The Court will provide budget for subpoena, witness, and expert witness fees, and other trial expenses. Public Attorneys will submit such reimbursement or funding requests through their respective Department judges.

(h) The Public Attorney shall provide representation at pretrial release hearings in the normal course of their services. In accordance with Nevada law, the City will schedule pretrial hearings on Thursday afternoons and/or Saturdays, in order to ensure each person receives a hearing within 48 hours of being taken into custody. The City will establish a rotating schedule, so that each Public Attorney will take turns providing representation at Saturday pretrial release hearings.

Ad hoc scheduling will be required for release hearings to be held on or around holidays, when the Court would normally be closed. This includes holiday Mondays and long weekends, such as Thanksgiving.

(i) Until released as counsel of record, the Public Attorney shall be obligated to conclude all cases assigned to him/her including sentencing, modifications/clarifications and remands even if such case or cases shall extend beyond the time period of this Contract, in which case the Public Attorney shall do so without additional compensation.

(j) The Public Attorney shall adhere to the Court's procedures for determination of the initial and continuing financial eligibility of Indigent Defendants for appointed representation. If the Public Attorney becomes aware from a non-client confidence source that a client has submitted false information regarding financial eligibility for representation, or becomes aware of a change in an Indigent Defendant's financial status warranting reconsideration of the appointment, the Public Attorney shall be obliged to recommend to the Court that additional financial suitability review be conducted.

(k) Until released as counsel of record, the Public Attorney shall maintain an independent file for each Indigent Defendant appointed. All such files must be maintained for a period of seven (7) years following termination of representation, unless transferred to a subsequent Public Attorney, following the final disposition of that case. Indigent Defendant

access to the Public Attorney's file shall be in compliance with the standards for private representation of clients. All original files shall be promptly surrendered to the Contract Administrator in the event the contract for Public Attorney services is terminated by the Public Attorney, by the City, or by an event of non-renewal of the Contract.

(l) Using Contract Attachment 2 "Additions and/or Deletions Alternate Public Attorney (PA) Information", the Public Attorney is obligated to notify the Contract Administrator of any additions and/or deletions of Alternate Public Attorneys no later than five (5) business days after first date of providing Public Attorney services for additions, or no later than five (5) days after the last date of service for deletions. All such additions are subject to approval by the City.

(m) All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.

(n) Additional requirements shall apply to the specific Judicial Department(s) subject to modification by the Court upon consultation with the Public Attorney.

(o) The Public Attorney firm partners/associates shall personally perform a minimum of twenty percent (20%) of all the services under this Contract, allowing one (1) or more Alternate Public Attorney(s) to perform no more than an aggregate eighty percent (80%) of all the services under this Contract.

C-2 Deliverables/Schedule/Fees

The City will pay the Company a monthly fixed fee retainer of $7,750 per month for up to 1,600 hours per contract year, and $50 per hour thereafter. This fee is inclusive of all services, including jury trials and Saturday or holiday pretrial release hearings.

SECTION D – Special Conditions

D-1 Payment [R]

(a) The City will pay the Company the following amounts for assignment to Municipal Court Department Two:

Item No.	Description	Amount
1	Monthly Fixed Fee Retainer	$7,750
2	Direct expenses for Jury Trials	At cost (subject to maximums per NRS)
3	Hourly fee for hours exceeding 1,600 per contract year	$50
4	Annual cap for Reimbursable Expenses (other than jury trials)	$9,300

(b) Reimbursable Expenses: Pursuant to the application procedure and limitations set forth in NRS 7.135 and 7.145, the Public Attorney is entitled to be reimbursed for reasonably incurred expenses for investigative, expert or other services as may be necessary for an adequate defense. The Public Attorney shall also be entitled to be reimbursed for direct costs to attend Court-related training and conferences, if approved in advance by the Project Manager. In order to be eligible for reimbursement, written approval from the Municipal Court Judge is required prior to incurring such expenses.

(c) The Company shall not be compensated for the following tasks or costs:

(i) Travel time, including but not limited to time spent traveling between an attorney's residence, office, or other base of operation and the court or any other worksite in Clark County, Nevada.

(ii) Internal administrative costs related to tasks including but not limited to file preparation, billing, opening, closing or establishing files, copies, administrative communications with the City or the Court, or any other administrative procedures that do not involve the use of legal skills.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [R]

(a) The Company shall be paid the retainer amount specified in D-1 above without the requirement for invoice submittal to the City. If reimbursable expenses are authorized by the Municipal Court Judge, the request for reimbursement shall be submitted on an invoice to the Contract Administrator pursuant to NRS 7.135 and 7.145. The invoice must be supported by a sworn statement specifying the time expended in court, the services rendered out of court and the time expended therein, the expenses incurred while the case was pending and the compensation and reimbursement applied for or received in the same case from any other source. In addition, all invoices should identify the following items:

(i) the date of the invoice and invoice number; and
(ii) the associated Purchase Order number.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** The Company or Public Attorney shall submit the original invoice along with signed documentation showing the Municipal Court Judge's pre-authorization, and the Contract Administrator's approval for payment to:

Las Vegas Municipal Court
ATTN: Court Administrator
PO Box 3960
Las Vegas, NV 89127-3960

(c) In the event the Company anticipates exceeding 1,600 hours in a Contract Year, and prior to exceeding 1,500 hours, or at which time the Company has performed more than 1,300 hours of billable services within the first then (10) months of that Contract Year, whichever occurs first, the Company shall give the Contract Administrator notice of its intent to submit hourly billing. The notice shall be given on the form provided in Attachment 3. Whenever Attachment 3 is required to be completed, the Company shall also provide an accounting for all work performed up to and including the date of the filing of the notice and an estimate of all work which will be required beyond the 1,600 hour threshold.

(d) The accounting for work performed up to and including the date of the Notice shall take the form of a billing statement for each case assigned together with a summary table of all time spent on assigned cases. The estimate for hours necessary for future work must identify defendant name(s) and cases number(s) if known at the time of the filing of the notice. After the Company has provided a proper hourly accounting for all work performed pursuant to this Contract exceeding a maximum 1,600 hours for the Contract Year, the City shall pay $50 per hour for all hours actually worked in excess of those maximums. For the purposes of billing time under this provision, all work shall be accounted for to the nearest one-tenth (1/1 0) of an hour, or six (6) standard minutes.

(e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

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

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

D-5 Insurance [CAO-04/2020]

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

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

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

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

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

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and

withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-6 Warranty – Services [CAO-4/2020]

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

D-7 Private Criminal and Civic Practice of Law

In addition to the services defined in this Contract, the Public Attorney is entitled to maintain a private criminal and civil practice of law, with three limitations. First, the Public Attorney is obliged to limit the volume of his private practice to the extent necessary to provide effective representation under this Contract. Second, the Public Attorney must decline representation of any client when such representation would present a conflict with the Contract services rendered by the City. Third, to avoid a conflict of interest, the Public Attorney may not engage in a civil action against the City of Las Vegas, the Las Vegas Municipal Court or any officials thereof during the term of the Contract. The City may waive potential conflicts of interest known to the Public Attorney only when the Public Attorney has presented a written description of all relevant factors to the Contract Administrator and received written authorization from the Municipal Court Judge to continue the representation in question.

D-8 Notice of Disciplinary Action

The Public Attorney is further obligated to promptly forward to the Contract Administrator any notice of disciplinary sanction served by the State Bar of Nevada upon the Public Attorney. Further, the Public Attorney must promptly forward any notice of resolution of such disciplinary actions to the Contract Administrator and make a status report on any disciplinary action upon request by the Contract Administrator and provide a monthly status report on any disciplinary action until resolution.

D-9 License to Practice Law

The Public Attorney must, at all times, maintain in good standing a license to practice law in Nevada which authorizes the Public Attorney to appear on behalf of the Indigent Defendants assigned by the City in the City's Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court. The Public Attorney is obligated to immediately inform the Court Administrator of any limitation, suspension or revocation of the necessary licensure status.

D-10 Employment of Governmental Attorneys

(a) The Company hereby acknowledges that pursuant to NRS 7.105, the Attorney General and every city attorney, district attorney, and the deputies and assistants of each, hired or elected to prosecute persons charged with the violation of any ordinance of any law of this state, shall not during their term in office or during the time they are so employed, accept an appointment to defend, agree to defend or undertake the defense of any person charged with the violation of any ordinance or law of this state, which includes working as a Public Attorney or Alternate Public Attorney and performing the services required herein.

(b) If in performing the services required under this Contract, the Company intends to hire an attorney who at the time of the execution of this Contract is employed by the Attorney General of the State of Nevada, or any District Attorney or City Attorney within this state, the Company shall not allow such attorney to perform any of the services required herein until that person is no longer employed by the Attorney General, District Attorney or City Attorney, whichever is applicable.

D-11 SCOPE Information

Regarding the Shared Computer Operations for Protection and Enforcement system (SCOPE):

(a) The Public Attorney is not authorized to, and shall not, disseminate the information to any other party in any manner, orally or in written form (NRS 179A.110); and,

(b) Failure to adhere to the terms and/or conditions as set forth above could result in the discontinuation of the availability of criminal histories, termination of the Contract, and/or prosecution.

D-12 Transfer of Files

In the event this Contract is terminated pursuant to Sections E-4 or E-6 below, the original records, files, attorney notes, photos, electronic materials and discovery essential to an Indigent Defendant's defense shall remain in the care and custody of the Company until such time as a new Company has been hired by the City to perform the legal services required under this Contract; or upon written notice, shall be promptly surrendered to the Contract Administrator. This transfer of all open files shall occur within three (3) days after receipt of written notice from the City or the new Company.

D-13 through D-18 – Reserved

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the

City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

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

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of

Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [R]

(a) The City has the right to terminate this Contract, in whole or in part, if any of the following shall occur and the Contract Administrator, after reviewing the complaint, has determined that termination of the Public Attorney or Company for cause is warranted, or the Contract Administrator receives a complaint concerning the performance or behavior of the Public Attorney including, without limitation, a complaint for the following:

(i) the Public Attorney or Company has failed to provide for the representation or appearance of an Alternate Public Attorney at Municipal Court proceedings in the event of the absence of the Public Attorney, or

(ii) the Public Attorney or Company has been held in contempt of court by the Municipal Court in representing an indigent client pursuant to the requirements of this Contract; or,

(iii) the Public Attorney or Company has failed to perform the services required under Section C (Statement of Work) or any other provision of this Contract including, without limitation, delivering any required documentation within the time specified in this Contract, and such failure has continued after notice is provided pursuant to subsection (b) below.

(b) If an Event of Default as described in Section E-5 or a complaint as described in Section E-6(a) 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.

(c) If this Contract is terminated in whole or in part because the Company has failed to provide goods 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 goods 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.

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

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

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

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

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

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

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which

are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return

the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in

accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 4 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

E-31 Certification – No Israel Boycott [CAO–4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

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

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

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/9/22
Deputy City Attorney Date
John S. Ridilla
Chief Deputy City Attorney

LAW OFFICE OF BENJAMIN NADIG, CHTD

Benjamin Nadig Date
Owner

ATTACHMENT 1

LAS VEGAS MUNICIPAL COURT
DECLARATION AND APPLICATION FOR COURT-APPOINTED COUNSEL

Case/History No._____

YOUR NAME: _____Social Security Number _____-____ -_____

YOUR ADDRESS: _____
Where you live?

_____
City/State/Zip Code

HOME PHONE (____) _____ CELL PHONE (____) _____

WORK PHONE (___) _____

Do you live in Public Housing? _____ Are you serving a jail sentence? _____

PERSONAL INFORMATION

Number of children, dependents or others you are legally responsible for living in your home: _____

Where do you work? _____

How much do you make monthly before taxes and anything else is taken out of your pay check: $_____

Other monthly Income (Wife/Husband, Partner, Co-habitant, other): _____

I and/or my family are currently receiving the following:

AFDC ☐ Unemployment ☐ Worker's Comp ☐ Food Stamps ☐ SSI ☐ Medicaid ☐

Other Public Assistance (Type) _____

I, _____, am saying that I cannot afford to hire an attorney. If a crime is charged against me and the City Attorney is seeking for me to serve time in jail and I cannot afford to hire an attorney, the court may appoint an attorney only under certain circumstances.

I have given the above information to see if an attorney can be appointed by the court to represent me in court. I understand that this information may be used to see if I can pay for an attorney to represent me in court. I am giving my permission to contact any credit bureau, review my credit report from any credit bureau, investigative agency or any other source. I authorize the Las Vegas Municipal Court to verify any statements made and information provided and obtain any other information needed. I declare under penalty of perjury that the information that has been given is true and correct. I understand that I might have to pay back all or a part of the attorney fees if it is found that I can pay.

_____
SIGN YOUR NAME Date

LAS VEGAS MUNICIPAL COURT PLAN FOR THE DETERMINATION OF INDIGENCE

1. Defendant not in custody:

   (a) The defendant appears in the courtroom, is facing jail time and states that they cannot afford legal counsel for their defense.

   (b) The defendant completes the Declaration, and the Court determines from the Declaration that the defendant qualifies under the Presumptive Threshold Standard as established by Nevada Supreme Court ADKT #411, a Public Attorney is assigned to the case and represents the defendant.

   (c) If a more rigorous screening is indicated or ordered, the completed Declaration is forwarded within two (2) business days to the Las Vegas Municipal Court Judicial Enforcement Unit (JEU) for processing.

   (d) If the defendant disputes a finding of non-qualification for indigent status and court appointed counsel, or the Declaration has discretionary aspects that cannot be resolved by a more rigorous review,

   (e) The case may be continued for a hearing or other action as determined by the court.

2. Defendant in custody:

   (a) Defendants are presumed to be indigent if they are in custody.

2016 HHS Poverty Guidelines

Persons in Family or Household	Federal Poverty Guidelines[1]	Poverty Guidelines at 200% *(Presumptive Threshold as established by ADKT #411)*[2]
1	$11,880	$23,760
2	$16,020	$32,040
3	$20,160	$40,320
4	$24,300	$48,600
5	$28,440	$56,880
6	$32,580	$65,160
7	$36,730	$73,460
8	$40,890	$71,780
For each additional person, add	$4,160	$8,320

SOURCE: *Federal Register,* Vol. 81, No. 4036, January 25, 2016, pp.4036-4037

[1] **Note: The Federal Poverty guidelines are recalculated and published annually.**

[2] **A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.**

ATTACHMENT 2

ADDITIONS AND/OR DELETIONS
ALTERNATE PUBLIC ATTORNEY (PA) INFORMATION
(Confidential)

List individuals to be proposed or deleted as alternate public attorneys. Submit the list to the Contract Administrator no later than five (5) business days after first date of service for additions, and no later than five (5) days after the last date of service for deletions. **Proposed Alternate Public Attorney additions are subject to city approval.**

ALTERNATE PA NAME AND AKA (Other Names Used)	*ADDITION or DELETION?*	*SOCIAL SECURITY OR DRIVERS LICENSE NUMBER **	*DATE OF BIRTH*	*NEVADA BAR NUMBER*	*BIOGRAPHIC DATA FORM ATTACHED ** Yes / No*	*RESUME ATTACHED ** Yes / No*

*** Privacy Act Notice**

General - This notice is provided pursuant to Public Law 93-579, Privacy Act of 1974, 5, U.S.C. Section 552a, for individuals supplying information to the City of Las Vegas in response to an Invitation to Bid (ITB) or a Request for Proposal (RFP) where key individuals may be required to consent to a background check.

Authority - Section 5301 of Title 5 of the U.S. Code authorizes collection of this information.

Purposes and Uses - The information becomes a part of the City of Las Vegas, Nevada's Human Resources database. The primary use of the information is to conduct background checks of key individuals. The information may be used in and disclosure may be made to (1) W-2 forms for transmittal to IRS and State and select local Governments; (2) Quarterly reports to IRS; and (3) Law enforcement. Data is aggregated to prepare various reports to the Office of Personnel Management (OPM), the Treasury and other agencies, but such reports do not include information by name or other identifying numbers or characteristics.

Effects of Nondisclosure - Failure to supply the information may result in proposed Public Attorney not being awarded a contract to perform sensitive services.

****Attach biographical data forms** pursuant to the Rules of Professional Conduct (RPC) 1.4(c) as amended October 22, 2008, and current resumes which identify particular experience and/or skills that would be applicable to the services required for each attorney.

Fingerprint requirement to be completed within 30 days of the first date of Public Attorney service.

ATTACHMENT 3

COMPANY'S NOTICE OF INTENT TO SUBMIT HOURLY BILLING

Public Attorney or Alternate Public Attorney: **Date Submitted:**

Client Name	Case/Docket No.	Charge(s)	Projected Hours

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Law Office of Benjamin Nadig, CHTD	
Address: 228 South 4th Street, 3rd Floor	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: 702-545-7592	**EIN or DUNS :** 27-3602378
Block 2: Description / Subject Matter of Contract	
Services for: Public Attorney for Indigent Defendants	**Project Number:** 220097-PH

Block 3: **Type of Business**

☐ Individual ☐ Partnership ■ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Ben Nadig (shareHolder)	228 South 4th Street, 3rd Floor	702-315-7592
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

3/22/22
Date

Subscribed and sworn to before me this 22 day of MARCH, 20 22

_____
Notary Signature

RUSSELL JOYNER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-09-2023
Certificate No: 02-78518-1

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Law Office of Benjamin Nadig, CHTD	
Address: 228 South 4th Street, 3rd Floor	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: 702-545-7592	**EIN or DUNS :** 27-3602378
Block 2: Description / Subject Matter of Contract	
Services for: Public Attorney for Indigent Defendants	**Project Number:** 220097-PH

Block 3: **Type of Business**

☐ Individual ☐ Partnership ■ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Ben Nadig (shareHolder)	228 South 4th Street, 3rd Floor	702-315-7592
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

3/22/22
Date

Subscribed and sworn to before me this 22 day of MARCH, 20 22

_____
Notary Signature

RUSSELL JOYNER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-09-2023
Certificate No: 02-78518-1

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve award of Contract No. 220097-PH-C, Professional Services for Public Attorney - Department Three - Las Vegas Municipal Court - Award recommended to: MATSUDA LAW, LTD (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract provides for public attorney services for indigent defendants in Municipal Court Judicial Department Three, in the fixed fee amount of $7,750 per month, plus an annual not-to-exceed reimbursable expenses amount of $9,300. The initial contract term is one (1) year with four (4) one-year renewal options. Matsuda Law was selected through a competitive Request for Proposals process and is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220097-PH-C
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
PUBLIC ATTORNEY – DEPARTMENT THREE

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Matsuda Law, LTD, (hereinafter the "Company"), a Nevada limited liability company having its principal office at 228 South 4th Street, Third Floor, Las Vegas, Nevada 89101.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Public Attorney services for Indigent Defendants for Las Vegas Municipal Court Department Three		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30, 2023	**Option Periods** Four one-year periods
Contract Type As defined in Section B-1	The contract type is fixed fee retainer, plus a fixed hourly rate for time worked in excess of a stated annual hourly aggregate, and reimbursable expenses.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$102,300	Per year, fixed fee retainer	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel
Attachment 2 – Additions and/or Deletions to Alternate Public Attorney Information
Attachment 3 – Company's Notice of Intent to Submit Hourly Billing
Attachment 4 – Certificate – Disclosure of Ownership/Principals

(c)

City Project Manager Per Section D-4, (a)	**Name** Jack Eslinger	**Phone** (702) 229-4673	**Email** jeslinger@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Jess Matsuda	**Phone** (702) 383-0506	**Email** jess@jesslaw.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Jess Matsuda Owner	**Address** 228 S. 4th Street, Third Floor Las Vegas, NV 89101	**Email** jess@jesslaw.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

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

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [R]

The following definitions apply to this Contract:

(a) *"Alternate Public Attorney"* means the individual retained by the Public Attorney who is performing services in connection with the criminal defense of indigent defendants, under the supervision of the Public Attorney, possessing the same qualifications and experience as the Public Attorney, and subject to the same standards and accountability. Alternate Public Attorneys are included whenever the terms Public Attorney or Company are used, unless the use of Public Attorney or Company suggests otherwise.

(b) *"Award Date"* means the date that a Contract becomes effective.

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

(d) *"Contract Administrator"* means the Las Vegas Municipal Court Administrator, who shall be responsible for the day to day administration of payment processing and claims under the Contract. The Contract Administrator shall be responsible for monitoring feedback on Public Attorney performance from judges, staff, defendants and members of the public and shall make recommendations to the Contract Manager relative to the termination or renewal of the Contract based on feedback provided.

(e) *"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.

(f) *"Contract Manager"* means the City of Las Vegas Purchasing and Contracts Division Manager or their designee, who is responsible for the initial procurement process. The Contract Manager shall ensure all Contract holders are in compliance with the technical requirements of the Contract, to include appropriate licensing and insurance of all Public Attorneys and Alternate Public Attorneys.

(g) *"Contract Year"* means 365 calendar day period commencing from Award Date.

(h) *"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.

(i) *"Indigent Defendant"* means an individual with gross income less than the Poverty Guidelines as defined in Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel.

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

(k) *"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.

(l) *"Public Attorney"* means an individual employed by the Company who is primarily responsible on behalf of the Company for the performance of the indigent defendant services required herein.

SECTION C – Scope of Work

C-1 Statement of Work

(a) The Public Attorney shall, upon determination of Indigent status eligibility, perform services in connection with the criminal defense of indigent defendants assigned by the Court exercising jurisdiction in the City of Las Vegas. The Public Attorney shall comply with all Nevada Supreme Court Orders and Performance Standards relative to the representation of the Indigent Defendants.

(b) Attorneys must be licensed in the State of Nevada, members in good standing with the Nevada State Bar, authorized to practice law in the City of Las Vegas Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court, and have sufficient experience and ability to avidly represent Indigent Defendants.

(c) In those cases to which the Public Attorney is assigned, such Attorney shall provide the necessary criminal investigations, trial preparation and defense so as to provide full professional defense of such cases, and as required shall provide services to include, but not be limited to, interviews with advice to indigent defendants and witnesses, the performance of legal research, the interpretation and application of laws, Court decisions and legal point and authorities for the use and preparation of cases, contacting agencies regarding the collection of facts and evidence, attendance at arraignments, pre-trial hearings, the conduct of trials, the necessary filing and prosecution of appeals from the assigned department, the attendance at sentencing, and communication with Alternative Sentencing and Education concerning counseling.

(d) Public Attorneys or Alternate Public Attorneys shall be assigned to provide representation in criminal matters in Municipal Court Department 3.

(e) All Departments at the Las Vegas Municipal Court, including Department 20, maintain Specialty Courts. Public Attorneys are required to be present and represent defendants at Specialty Court sessions. These sessions may fall outside the normal sessions for Public Attorneys.

(f) The Public Attorney shall render professional services in complete compliance with the Nevada Rules of Professional Conduct. Further, the Public Attorney shall provide a level of representation demonstrating the same level of competency, diligence and fidelity to the Indigent Defendant as would be expected of an attorney in a private criminal defense practice. The sufficiency of the Public Attorney communication with the Indigent Defendant will be evaluated by the same standards.

(g) The Public Attorney shall provide representation in jury trials upon request, as part of the Public Attorney's normal duties. The Court will provide budget for subpoena, witness, and expert witness fees, and other trial expenses. Public Attorneys will submit such reimbursement or funding requests through their respective Department judges.

(h) The Public Attorney shall provide representation at pretrial release hearings in the normal course of their services. In accordance with Nevada law, the City will schedule pretrial hearings on Thursday afternoons and/or Saturdays, in order to ensure each person receives a hearing within 48 hours of being taken into custody. The City will establish a rotating schedule, so that each Public Attorney will take turns providing representation at Saturday pretrial release hearings.

Ad hoc scheduling will be required for release hearings to be held on or around holidays, when the Court would normally be closed. This includes holiday Mondays and long weekends, such as Thanksgiving.

(i) Until released as counsel of record, the Public Attorney shall be obligated to conclude all cases assigned to him/her including sentencing, modifications/clarifications and remands even if such case or cases shall extend beyond the time period of this Contract, in which case the Public Attorney shall do so without additional compensation.

(j) The Public Attorney shall adhere to the Court's procedures for determination of the initial and continuing financial eligibility of Indigent Defendants for appointed representation. If the Public Attorney becomes aware from a non-client confidence source that a client has submitted false information regarding financial eligibility for representation, or becomes aware of a change in an Indigent Defendant's financial status warranting reconsideration of the appointment, the Public Attorney shall be obliged to recommend to the Court that additional financial suitability review be conducted.

(k) Until released as counsel of record, the Public Attorney shall maintain an independent file for each Indigent Defendant appointed. All such files must be maintained for a period of seven (7) years following termination of representation, unless transferred to a subsequent Public Attorney, following the final disposition of that case. Indigent Defendant

access to the Public Attorney's file shall be in compliance with the standards for private representation of clients. All original files shall be promptly surrendered to the Contract Administrator in the event the contract for Public Attorney services is terminated by the Public Attorney, by the City, or by an event of non-renewal of the Contract.

(l) Using Contract Attachment 2 "Additions and/or Deletions Alternate Public Attorney (PA) Information", the Public Attorney is obligated to notify the Contract Administrator of any additions and/or deletions of Alternate Public Attorneys no later than five (5) business days after first date of providing Public Attorney services for additions, or no later than five (5) days after the last date of service for deletions. All such additions are subject to approval by the City.

(m) All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.

(n) Additional requirements shall apply to the specific Judicial Department(s) subject to modification by the Court upon consultation with the Public Attorney.

(o) The Public Attorney firm partners/associates shall personally perform a minimum of twenty percent (20%) of all the services under this Contract, allowing one (1) or more Alternate Public Attorney(s) to perform no more than an aggregate eighty percent (80%) of all the services under this Contract.

C-2 Deliverables/Schedule/Fees

The City will pay the Company a monthly fixed fee retainer of $7,750 per month for up to 1,600 hours per contract year, and $50 per hour thereafter. This fee is inclusive of all services, including jury trials and Saturday or holiday pretrial release hearings.

SECTION D – Special Conditions

D-1 Payment [R]

(a) The City will pay the Company the following amounts for assignment to Municipal Court Department Three:

Item No.	Description	Amount
1	Monthly Fixed Fee Retainer	$7,750
2	Direct expenses for Jury Trials	At cost (subject to maximums per NRS)
3	Hourly fee for hours exceeding 1,600 per contract year	$50
4	Annual cap for Reimbursable Expenses (other than jury trials)	$9,300

(b) Reimbursable Expenses: Pursuant to the application procedure and limitations set forth in NRS 7.135 and 7.145, the Public Attorney is entitled to be reimbursed for reasonably incurred expenses for investigative, expert or other services as may be necessary for an adequate defense. The Public Attorney shall also be entitled to be reimbursed for direct costs to attend Court-related training and conferences, if approved in advance by the Project Manager. In order to be eligible for reimbursement, written approval from the Municipal Court Judge is required prior to incurring such expenses.

(c) The Company shall not be compensated for the following tasks or costs:

(i) Travel time, including but not limited to time spent traveling between an attorney's residence, office, or other base of operation and the court or any other worksite in Clark County, Nevada.

(ii) Internal administrative costs related to tasks including but not limited to file preparation, billing, opening, closing or establishing files, copies, administrative communications with the City or the Court, or any other administrative procedures that do not involve the use of legal skills.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [R]

(a) The Company shall be paid the retainer amount specified in D-1 above without the requirement for invoice submittal to the City. If reimbursable expenses are authorized by the Municipal Court Judge, the request for reimbursement shall be submitted on an invoice to the Contract Administrator pursuant to NRS 7.135 and 7.145. The invoice must be supported by a sworn statement specifying the time expended in court, the services rendered out of court and the time expended therein, the expenses incurred while the case was pending and the compensation and reimbursement applied for or received in the same case from any other source. In addition, all invoices should identify the following items:

(i) the date of the invoice and invoice number; and
(ii) the associated Purchase Order number.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** The Company or Public Attorney shall submit the original invoice along with signed documentation showing the Municipal Court Judge's pre-authorization, and the Contract Administrator's approval for payment to:

Las Vegas Municipal Court
ATTN: Court Administrator
PO Box 3960
Las Vegas, NV 89127-3960

(c) In the event the Company anticipates exceeding 1,600 hours in a Contract Year, and prior to exceeding 1,500 hours, or at which time the Company has performed more than 1,300 hours of billable services within the first then (10) months of that Contract Year, whichever occurs first, the Company shall give the Contract Administrator notice of its intent to submit hourly billing. The notice shall be given on the form provided in Attachment 3. Whenever Attachment 3 is required to be completed, the Company shall also provide an accounting for all work performed up to and including the date of the filing of the notice and an estimate of all work which will be required beyond the 1,600 hour threshold.

(d) The accounting for work performed up to and including the date of the Notice shall take the form of a billing statement for each case assigned together with a summary table of all time spent on assigned cases. The estimate for hours necessary for future work must identify defendant name(s) and cases number(s) if known at the time of the filing of the notice. After the Company has provided a proper hourly accounting for all work performed pursuant to this Contract exceeding a maximum 1,600 hours for the Contract Year, the City shall pay $50 per hour for all hours actually worked in excess of those maximums. For the purposes of billing time under this provision, all work shall be accounted for to the nearest one-tenth (1/1 0) of an hour, or six (6) standard minutes.

(e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

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

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

D-5 Insurance [CAO-04/2020]

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

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

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

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

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

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and

withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-6 Warranty – Services [CAO-4/2020]

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

D-7 Private Criminal and Civic Practice of Law

In addition to the services defined in this Contract, the Public Attorney is entitled to maintain a private criminal and civil practice of law, with three limitations. First, the Public Attorney is obliged to limit the volume of his private practice to the extent necessary to provide effective representation under this Contract. Second, the Public Attorney must decline representation of any client when such representation would present a conflict with the Contract services rendered by the City. Third, to avoid a conflict of interest, the Public Attorney may not engage in a civil action against the City of Las Vegas, the Las Vegas Municipal Court or any officials thereof during the term of the Contract. The City may waive potential conflicts of interest known to the Public Attorney only when the Public Attorney has presented a written description of all relevant factors to the Contract Administrator and received written authorization from the Municipal Court Judge to continue the representation in question.

D-8 Notice of Disciplinary Action

The Public Attorney is further obligated to promptly forward to the Contract Administrator any notice of disciplinary sanction served by the State Bar of Nevada upon the Public Attorney. Further, the Public Attorney must promptly forward any notice of resolution of such disciplinary actions to the Contract Administrator and make a status report on any disciplinary action upon request by the Contract Administrator and provide a monthly status report on any disciplinary action until resolution.

D-9 License to Practice Law

The Public Attorney must, at all times, maintain in good standing a license to practice law in Nevada which authorizes the Public Attorney to appear on behalf of the Indigent Defendants assigned by the City in the City's Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court. The Public Attorney is obligated to immediately inform the Court Administrator of any limitation, suspension or revocation of the necessary licensure status.

D-10 Employment of Governmental Attorneys

(a) The Company hereby acknowledges that pursuant to NRS 7.105, the Attorney General and every city attorney, district attorney, and the deputies and assistants of each, hired or elected to prosecute persons charged with the violation of any ordinance of any law of this state, shall not during their term in office or during the time they are so employed, accept an appointment to defend, agree to defend or undertake the defense of any person charged with the violation of any ordinance or law of this state, which includes working as a Public Attorney or Alternate Public Attorney and performing the services required herein.

(b) If in performing the services required under this Contract, the Company intends to hire an attorney who at the time of the execution of this Contract is employed by the Attorney General of the State of Nevada, or any District Attorney or City Attorney within this state, the Company shall not allow such attorney to perform any of the services required herein until that person is no longer employed by the Attorney General, District Attorney or City Attorney, whichever is applicable.

D-11 SCOPE Information

Regarding the Shared Computer Operations for Protection and Enforcement system (SCOPE):

(a) The Public Attorney is not authorized to, and shall not, disseminate the information to any other party in any manner, orally or in written form (NRS 179A.110); and,

(b) Failure to adhere to the terms and/or conditions as set forth above could result in the discontinuation of the availability of criminal histories, termination of the Contract, and/or prosecution.

D-12 Transfer of Files

In the event this Contract is terminated pursuant to Sections E-4 or E-6 below, the original records, files, attorney notes, photos, electronic materials and discovery essential to an Indigent Defendant's defense shall remain in the care and custody of the Company until such time as a new Company has been hired by the City to perform the legal services required under this Contract; or upon written notice, shall be promptly surrendered to the Contract Administrator. This transfer of all open files shall occur within three (3) days after receipt of written notice from the City or the new Company.

D-13 through D-18 – Reserved

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the

City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

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

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of

Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [R]

(a) The City has the right to terminate this Contract, in whole or in part, if any of the following shall occur and the Contract Administrator, after reviewing the complaint, has determined that termination of the Public Attorney or Company for cause is warranted, or the Contract Administrator receives a complaint concerning the performance or behavior of the Public Attorney including, without limitation, a complaint for the following:

(i) the Public Attorney or Company has failed to provide for the representation or appearance of an Alternate Public Attorney at Municipal Court proceedings in the event of the absence of the Public Attorney, or

(ii) the Public Attorney or Company has been held in contempt of court by the Municipal Court in representing an indigent client pursuant to the requirements of this Contract; or,

(iii) the Public Attorney or Company has failed to perform the services required under Section C (Statement of Work) or any other provision of this Contract including, without limitation, delivering any required documentation within the time specified in this Contract, and such failure has continued after notice is provided pursuant to subsection (b) below.

(b) If an Event of Default as described in Section E-5 or a complaint as described in Section E-6(a) 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.

(c) If this Contract is terminated in whole or in part because the Company has failed to provide goods 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 goods 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.

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

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

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

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

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

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

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which

are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return

the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in

accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 4 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

E-31 Certification – No Israel Boycott [CAO–4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

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

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

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/9/22

Deputy City Attorney — Date
John S. Ridilla
Chief Deputy City Attorney

MATSUDA LAW, LTD

Jess Matsuda — Date
Owner

ATTACHMENT 1

LAS VEGAS MUNICIPAL COURT
DECLARATION AND APPLICATION FOR COURT-APPOINTED COUNSEL

Case/History No._____

YOUR NAME: _____Social Security Number _____-____ -_____

YOUR ADDRESS: _____
Where you live?

_____
City/State/Zip Code

HOME PHONE (____) _____ CELL PHONE (____) _____

WORK PHONE (___) _____

Do you live in Public Housing? _____ Are you serving a jail sentence? _____

PERSONAL INFORMATION

Number of children, dependents or others you are legally responsible for living in your home: _____

Where do you work? _____

How much do you make monthly before taxes and anything else is taken out of your pay check: $_____

Other monthly Income (Wife/Husband, Partner, Co-habitant, other): _____

I and/or my family are currently receiving the following:

AFDC ☐ Unemployment ☐ Worker's Comp ☐ Food Stamps ☐ SSI ☐ Medicaid ☐

Other Public Assistance (Type) _____

I, _____, am saying that I cannot afford to hire an attorney. If a crime is charged against me and the City Attorney is seeking for me to serve time in jail and I cannot afford to hire an attorney, the court may appoint an attorney only under certain circumstances.

I have given the above information to see if an attorney can be appointed by the court to represent me in court. I understand that this information may be used to see if I can pay for an attorney to represent me in court. I am giving my permission to contact any credit bureau, review my credit report from any credit bureau, investigative agency or any other source. I authorize the Las Vegas Municipal Court to verify any statements made and information provided and obtain any other information needed. I declare under penalty of perjury that the information that has been given is true and correct. I understand that I might have to pay back all or a part of the attorney fees if it is found that I can pay.

_____
SIGN YOUR NAME Date

LAS VEGAS MUNICIPAL COURT PLAN FOR THE DETERMINATION OF INDIGENCE

1. Defendant not in custody:

   (a) The defendant appears in the courtroom, is facing jail time and states that they cannot afford legal counsel for their defense.

   (b) The defendant completes the Declaration, and the Court determines from the Declaration that the defendant qualifies under the Presumptive Threshold Standard as established by Nevada Supreme Court ADKT #411, a Public Attorney is assigned to the case and represents the defendant.

   (c) If a more rigorous screening is indicated or ordered, the completed Declaration is forwarded within two (2) business days to the Las Vegas Municipal Court Judicial Enforcement Unit (JEU) for processing.

   (d) If the defendant disputes a finding of non-qualification for indigent status and court appointed counsel, or the Declaration has discretionary aspects that cannot be resolved by a more rigorous review,

   (e) The case may be continued for a hearing or other action as determined by the court.

2. Defendant in custody:

   (a) Defendants are presumed to be indigent if they are in custody.

2016 HHS Poverty Guidelines

Persons in Family or Household	Federal Poverty Guidelines[1]	Poverty Guidelines at 200% *(Presumptive Threshold as established by ADKT #411)*[2]
1	$11,880	$23,760
2	$16,020	$32,040
3	$20,160	$40,320
4	$24,300	$48,600
5	$28,440	$56,880
6	$32,580	$65,160
7	$36,730	$73,460
8	$40,890	$71,780
For each additional person, add	$4,160	$8,320

SOURCE: *Federal Register,* Vol. 81, No. 4036, January 25, 2016, pp.4036-4037

[1] **Note: The Federal Poverty guidelines are recalculated and published annually.**

[2] **A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.**

ATTACHMENT 2

ADDITIONS AND/OR DELETIONS
ALTERNATE PUBLIC ATTORNEY (PA) INFORMATION
(Confidential)

List individuals to be proposed or deleted as alternate public attorneys. Submit the list to the Contract Administrator no later than five (5) business days after first date of service for additions, and no later than five (5) days after the last date of service for deletions. **Proposed Alternate Public Attorney additions are subject to city approval.**

ALTERNATE PA NAME AND AKA (Other Names Used)	*ADDITION or DELETION?*	*SOCIAL SECURITY OR DRIVERS LICENSE NUMBER **	*DATE OF BIRTH*	*NEVADA BAR NUMBER*	*BIOGRAPHIC DATA FORM ATTACHED ** Yes / No*	*RESUME ATTACHED ** Yes / No*

*** Privacy Act Notice**

General - This notice is provided pursuant to Public Law 93-579, Privacy Act of 1974, 5, U.S.C. Section 552a, for individuals supplying information to the City of Las Vegas in response to an Invitation to Bid (ITB) or a Request for Proposal (RFP) where key individuals may be required to consent to a background check.

Authority - Section 5301 of Title 5 of the U.S. Code authorizes collection of this information.

Purposes and Uses - The information becomes a part of the City of Las Vegas, Nevada's Human Resources database. The primary use of the information is to conduct background checks of key individuals. The information may be used in and disclosure may be made to (1) W-2 forms for transmittal to IRS and State and select local Governments; (2) Quarterly reports to IRS; and (3) Law enforcement. Data is aggregated to prepare various reports to the Office of Personnel Management (OPM), the Treasury and other agencies, but such reports do not include information by name or other identifying numbers or characteristics.

Effects of Nondisclosure - Failure to supply the information may result in proposed Public Attorney not being awarded a contract to perform sensitive services.

****Attach biographical data forms** pursuant to the Rules of Professional Conduct (RPC) 1.4(c) as amended October 22, 2008, and current resumes which identify particular experience and/or skills that would be applicable to the services required for each attorney.

Fingerprint requirement to be completed within 30 days of the first date of Public Attorney service.

ATTACHMENT 3

COMPANY'S NOTICE OF INTENT TO SUBMIT HOURLY BILLING

Public Attorney or Alternate Public Attorney: **Date Submitted:**

Client Name	Case/Docket No.	Charge(s)	Projected Hours

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Matsuda Law, Ltd.	
Address: 228 S Fourth St., Floor 3	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: 702-383-0506	**EIN or DUNS :** 26-3018783
Block 2: Description / Subject Matter of Contract	
Services for: Public Attorneys for Indigent Defendants	**Project Number:** 220097-PH

Block 3: **Type of Business**

☐ Individual ☐ Partnership ■ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

Rev 01.2021

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Jess Matsuda/ Owner	228 S Fourth St., Floor 3, Las Vegas, NV 89101	702-383-0506
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

4/6/22
Date

Subscribed and sworn to before me this 6TH day of April, 2022

_____
Notary Signature

RUSSELL JOYNER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-09-2023
Certificate No: 02-78518-1

Rev 01.2021

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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"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

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

Block 1: Contracting Entity	
Name: Matsuda Law, Ltd.	
Address: 228 S Fourth St., Floor 3	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: 702-383-0506	**EIN or DUNS :** 26-3018783
Block 2: Description / Subject Matter of Contract	
Services for: Public Attorneys for Indigent Defendants	**Project Number:** 220097-PH

Block 3: **Type of Business**

☐ Individual ☐ Partnership ■ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

Rev 01.2021

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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1	Jess Matsuda/ Owner	228 S Fourth St., Floor 3, Las Vegas, NV 89101	702-383-0506
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10			

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

Signature

4/6/22
Date

Subscribed and sworn to before me this 6TH day of April, 2022

Notary Signature

RUSSELL JOYNER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-09-2023
Certificate No: 02-78518-1

Rev 01.2021

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve award of Contract No. 220097-PH-D, Professional Services for Public Attorney - Department Four - Las Vegas Municipal Court - Award recommended to: FRANK P. KOCKA, PLLC (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract provides for public attorney services for indigent defendants in Municipal Court Judicial Department Four, in the fixed fee amount of $7,750 per month, plus an annual not-to-exceed reimbursable expenses amount of $9,300. The initial contract term is one (1) year with four (4) one-year renewal options. Frank P. Kocka was selected through a competitive Request for Proposals process and is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220097-PH-D
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
PUBLIC ATTORNEY – DEPARTMENT FOUR

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Frank P. Kocka, PLLC (hereinafter the "Company"), a Nevada limited liability company having its principal office at 600 South 8th Street, Las Vegas, Nevada 89101.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Public Attorney services for Indigent Defendants for Las Vegas Municipal Court Department Four		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30, 2023	**Option Periods** Four one-year periods
Contract Type As defined in Section B-1	The contract type is fixed fee retainer, plus a fixed hourly rate for time worked in excess of a stated annual hourly aggregate, and reimbursable expenses.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$102,300	Per year, fixed fee retainer	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel
Attachment 2 – Additions and/or Deletions to Alternate Public Attorney Information
Attachment 3 – Company's Notice of Intent to Submit Hourly Billing
Attachment 4 – Certificate – Disclosure of Ownership/Principals

(c)

City Project Manager Per Section D-4, (a)	**Name** Jack Eslinger	**Phone** (702) 229-4673	**Email** jeslinger@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Frank P. Kocka	**Phone** (702) 383-8700	**Email** fkocka2001@gmail.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Frank P. Kocka Owner	**Address** 600 S. 8th Street Las Vegas, NV 89101	**Email** fkocka2001@gmail.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

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

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [R]

The following definitions apply to this Contract:

(a) *"Alternate Public Attorney"* means the individual retained by the Public Attorney who is performing services in connection with the criminal defense of indigent defendants, under the supervision of the Public Attorney, possessing the same qualifications and experience as the Public Attorney, and subject to the same standards and accountability. Alternate Public Attorneys are included whenever the terms Public Attorney or Company are used, unless the use of Public Attorney or Company suggests otherwise.

(b) *"Award Date"* means the date that a Contract becomes effective.

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

(d) *"Contract Administrator"* means the Las Vegas Municipal Court Administrator, who shall be responsible for the day to day administration of payment processing and claims under the Contract. The Contract Administrator shall be responsible for monitoring feedback on Public Attorney performance from judges, staff, defendants and members of the public and shall make recommendations to the Contract Manager relative to the termination or renewal of the Contract based on feedback provided.

(e) *"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.

(f) *"Contract Manager"* means the City of Las Vegas Purchasing and Contracts Division Manager or their designee, who is responsible for the initial procurement process. The Contract Manager shall ensure all Contract holders are in compliance with the technical requirements of the Contract, to include appropriate licensing and insurance of all Public Attorneys and Alternate Public Attorneys.

(g) *"Contract Year"* means 365 calendar day period commencing from Award Date.

(h) *"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.

(i) *"Indigent Defendant"* means an individual with gross income less than the Poverty Guidelines as defined in Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel.

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

(k) *"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.

(l) *"Public Attorney"* means an individual employed by the Company who is primarily responsible on behalf of the Company for the performance of the indigent defendant services required herein.

SECTION C – Scope of Work

C-1 Statement of Work

(a) The Public Attorney shall, upon determination of Indigent status eligibility, perform services in connection with the criminal defense of indigent defendants assigned by the Court exercising jurisdiction in the City of Las Vegas. The Public Attorney shall comply with all Nevada Supreme Court Orders and Performance Standards relative to the representation of the Indigent Defendants.

(b) Attorneys must be licensed in the State of Nevada, members in good standing with the Nevada State Bar, authorized to practice law in the City of Las Vegas Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court, and have sufficient experience and ability to avidly represent Indigent Defendants.

(c) In those cases to which the Public Attorney is assigned, such Attorney shall provide the necessary criminal investigations, trial preparation and defense so as to provide full professional defense of such cases, and as required shall provide services to include, but not be limited to, interviews with advice to indigent defendants and witnesses, the performance of legal research, the interpretation and application of laws, Court decisions and legal point and authorities for the use and preparation of cases, contacting agencies regarding the collection of facts and evidence, attendance at arraignments, pre-trial hearings, the conduct of trials, the necessary filing and prosecution of appeals from the assigned department, the attendance at sentencing, and communication with Alternative Sentencing and Education concerning counseling.

(d) Public Attorneys or Alternate Public Attorneys shall be assigned to provide representation in criminal matters in Municipal Court Department 4.

(e) All Departments at the Las Vegas Municipal Court, including Department 20, maintain Specialty Courts. Public Attorneys are required to be present and represent defendants at Specialty Court sessions. These sessions may fall outside the normal sessions for Public Attorneys.

(f) The Public Attorney shall render professional services in complete compliance with the Nevada Rules of Professional Conduct. Further, the Public Attorney shall provide a level of representation demonstrating the same level of competency, diligence and fidelity to the Indigent Defendant as would be expected of an attorney in a private criminal defense practice. The sufficiency of the Public Attorney communication with the Indigent Defendant will be evaluated by the same standards.

(g) The Public Attorney shall provide representation in jury trials upon request, as part of the Public Attorney's normal duties. The Court will provide budget for subpoena, witness, and expert witness fees, and other trial expenses. Public Attorneys will submit such reimbursement or funding requests through their respective Department judges.

(h) The Public Attorney shall provide representation at pretrial release hearings in the normal course of their services. In accordance with Nevada law, the City will schedule pretrial hearings on Thursday afternoons and/or Saturdays, in order to ensure each person receives a hearing within 48 hours of being taken into custody. The City will establish a rotating schedule, so that each Public Attorney will take turns providing representation at Saturday pretrial release hearings.

Ad hoc scheduling will be required for release hearings to be held on or around holidays, when the Court would normally be closed. This includes holiday Mondays and long weekends, such as Thanksgiving.

(i) Until released as counsel of record, the Public Attorney shall be obligated to conclude all cases assigned to him/her including sentencing, modifications/clarifications and remands even if such case or cases shall extend beyond the time period of this Contract, in which case the Public Attorney shall do so without additional compensation.

(j) The Public Attorney shall adhere to the Court's procedures for determination of the initial and continuing financial eligibility of Indigent Defendants for appointed representation. If the Public Attorney becomes aware from a non-client confidence source that a client has submitted false information regarding financial eligibility for representation, or becomes aware of a change in an Indigent Defendant's financial status warranting reconsideration of the appointment, the Public Attorney shall be obliged to recommend to the Court that additional financial suitability review be conducted.

(k) Until released as counsel of record, the Public Attorney shall maintain an independent file for each Indigent Defendant appointed. All such files must be maintained for a period of seven (7) years following termination of representation, unless transferred to a subsequent Public Attorney, following the final disposition of that case. Indigent Defendant

access to the Public Attorney's file shall be in compliance with the standards for private representation of clients. All original files shall be promptly surrendered to the Contract Administrator in the event the contract for Public Attorney services is terminated by the Public Attorney, by the City, or by an event of non-renewal of the Contract.

(l) Using Contract Attachment 2 "Additions and/or Deletions Alternate Public Attorney (PA) Information", the Public Attorney is obligated to notify the Contract Administrator of any additions and/or deletions of Alternate Public Attorneys no later than five (5) business days after first date of providing Public Attorney services for additions, or no later than five (5) days after the last date of service for deletions. All such additions are subject to approval by the City.

(m) All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.

(n) Additional requirements shall apply to the specific Judicial Department(s) subject to modification by the Court upon consultation with the Public Attorney.

(o) The Public Attorney firm partners/associates shall personally perform a minimum of twenty percent (20%) of all the services under this Contract, allowing one (1) or more Alternate Public Attorney(s) to perform no more than an aggregate eighty percent (80%) of all the services under this Contract.

C-2 Deliverables/Schedule/Fees

The City will pay the Company a monthly fixed fee retainer of $7,750 per month for up to 1,600 hours per contract year, and $50 per hour thereafter. This fee is inclusive of all services, including jury trials and Saturday or holiday pretrial release hearings.

SECTION D – Special Conditions

D-1 Payment [R]

(a) The City will pay the Company the following amounts for assignment to Municipal Court Department Four:

Item No.	Description	Amount
1	Monthly Fixed Fee Retainer	$7,750
2	Direct expenses for Jury Trials	At cost (subject to maximums per NRS)
3	Hourly fee for hours exceeding 1,600 per contract year	$50
4	Annual cap for Reimbursable Expenses (other than jury trials)	$9,300

(b) Reimbursable Expenses: Pursuant to the application procedure and limitations set forth in NRS 7.135 and 7.145, the Public Attorney is entitled to be reimbursed for reasonably incurred expenses for investigative, expert or other services as may be necessary for an adequate defense. The Public Attorney shall also be entitled to be reimbursed for direct costs to attend Court-related training and conferences, if approved in advance by the Project Manager. In order to be eligible for reimbursement, written approval from the Municipal Court Judge is required prior to incurring such expenses.

(c) The Company shall not be compensated for the following tasks or costs:

(i) Travel time, including but not limited to time spent traveling between an attorney's residence, office, or other base of operation and the court or any other worksite in Clark County, Nevada.

(ii) Internal administrative costs related to tasks including but not limited to file preparation, billing, opening, closing or establishing files, copies, administrative communications with the City or the Court, or any other administrative procedures that do not involve the use of legal skills.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [R]

(a) The Company shall be paid the retainer amount specified in D-1 above without the requirement for invoice submittal to the City. If reimbursable expenses are authorized by the Municipal Court Judge, the request for reimbursement shall be submitted on an invoice to the Contract Administrator pursuant to NRS 7.135 and 7.145. The invoice must be supported by a sworn statement specifying the time expended in court, the services rendered out of court and the time expended therein, the expenses incurred while the case was pending and the compensation and reimbursement applied for or received in the same case from any other source. In addition, all invoices should identify the following items:

(i) the date of the invoice and invoice number; and
(ii) the associated Purchase Order number.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** The Company or Public Attorney shall submit the original invoice along with signed documentation showing the Municipal Court Judge's pre-authorization, and the Contract Administrator's approval for payment to:

Las Vegas Municipal Court
ATTN: Court Administrator
PO Box 3960
Las Vegas, NV 89127-3960

(c) In the event the Company anticipates exceeding 1,600 hours in a Contract Year, and prior to exceeding 1,500 hours, or at which time the Company has performed more than 1,300 hours of billable services within the first then (10) months of that Contract Year, whichever occurs first, the Company shall give the Contract Administrator notice of its intent to submit hourly billing. The notice shall be given on the form provided in Attachment 3. Whenever Attachment 3 is required to be completed, the Company shall also provide an accounting for all work performed up to and including the date of the filing of the notice and an estimate of all work which will be required beyond the 1,600 hour threshold.

(d) The accounting for work performed up to and including the date of the Notice shall take the form of a billing statement for each case assigned together with a summary table of all time spent on assigned cases. The estimate for hours necessary for future work must identify defendant name(s) and cases number(s) if known at the time of the filing of the notice. After the Company has provided a proper hourly accounting for all work performed pursuant to this Contract exceeding a maximum 1,600 hours for the Contract Year, the City shall pay $50 per hour for all hours actually worked in excess of those maximums. For the purposes of billing time under this provision, all work shall be accounted for to the nearest one-tenth (1/1 0) of an hour, or six (6) standard minutes.

(e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

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

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

D-5 Insurance [CAO-04/2020]

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

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

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

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

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

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and

withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-6 Warranty – Services [CAO-4/2020]

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

D-7 Private Criminal and Civic Practice of Law

In addition to the services defined in this Contract, the Public Attorney is entitled to maintain a private criminal and civil practice of law, with three limitations. First, the Public Attorney is obliged to limit the volume of his private practice to the extent necessary to provide effective representation under this Contract. Second, the Public Attorney must decline representation of any client when such representation would present a conflict with the Contract services rendered by the City. Third, to avoid a conflict of interest, the Public Attorney may not engage in a civil action against the City of Las Vegas, the Las Vegas Municipal Court or any officials thereof during the term of the Contract. The City may waive potential conflicts of interest known to the Public Attorney only when the Public Attorney has presented a written description of all relevant factors to the Contract Administrator and received written authorization from the Municipal Court Judge to continue the representation in question.

D-8 Notice of Disciplinary Action

The Public Attorney is further obligated to promptly forward to the Contract Administrator any notice of disciplinary sanction served by the State Bar of Nevada upon the Public Attorney. Further, the Public Attorney must promptly forward any notice of resolution of such disciplinary actions to the Contract Administrator and make a status report on any disciplinary action upon request by the Contract Administrator and provide a monthly status report on any disciplinary action until resolution.

D-9 License to Practice Law

The Public Attorney must, at all times, maintain in good standing a license to practice law in Nevada which authorizes the Public Attorney to appear on behalf of the Indigent Defendants assigned by the City in the City's Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court. The Public Attorney is obligated to immediately inform the Court Administrator of any limitation, suspension or revocation of the necessary licensure status.

D-10 Employment of Governmental Attorneys

(a) The Company hereby acknowledges that pursuant to NRS 7.105, the Attorney General and every city attorney, district attorney, and the deputies and assistants of each, hired or elected to prosecute persons charged with the violation of any ordinance of any law of this state, shall not during their term in office or during the time they are so employed, accept an appointment to defend, agree to defend or undertake the defense of any person charged with the violation of any ordinance or law of this state, which includes working as a Public Attorney or Alternate Public Attorney and performing the services required herein.

(b) If in performing the services required under this Contract, the Company intends to hire an attorney who at the time of the execution of this Contract is employed by the Attorney General of the State of Nevada, or any District Attorney or City Attorney within this state, the Company shall not allow such attorney to perform any of the services required herein until that person is no longer employed by the Attorney General, District Attorney or City Attorney, whichever is applicable.

D-11 SCOPE Information

Regarding the Shared Computer Operations for Protection and Enforcement system (SCOPE):

(a) The Public Attorney is not authorized to, and shall not, disseminate the information to any other party in any manner, orally or in written form (NRS 179A.110); and,

(b) Failure to adhere to the terms and/or conditions as set forth above could result in the discontinuation of the availability of criminal histories, termination of the Contract, and/or prosecution.

D-12 Transfer of Files

In the event this Contract is terminated pursuant to Sections E-4 or E-6 below, the original records, files, attorney notes, photos, electronic materials and discovery essential to an Indigent Defendant's defense shall remain in the care and custody of the Company until such time as a new Company has been hired by the City to perform the legal services required under this Contract; or upon written notice, shall be promptly surrendered to the Contract Administrator. This transfer of all open files shall occur within three (3) days after receipt of written notice from the City or the new Company.

D-13 through D-18 – Reserved

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the

City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

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

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of

Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [R]

(a) The City has the right to terminate this Contract, in whole or in part, if any of the following shall occur and the Contract Administrator, after reviewing the complaint, has determined that termination of the Public Attorney or Company for cause is warranted, or the Contract Administrator receives a complaint concerning the performance or behavior of the Public Attorney including, without limitation, a complaint for the following:

(i) the Public Attorney or Company has failed to provide for the representation or appearance of an Alternate Public Attorney at Municipal Court proceedings in the event of the absence of the Public Attorney, or

(ii) the Public Attorney or Company has been held in contempt of court by the Municipal Court in representing an indigent client pursuant to the requirements of this Contract; or,

(iii) the Public Attorney or Company has failed to perform the services required under Section C (Statement of Work) or any other provision of this Contract including, without limitation, delivering any required documentation within the time specified in this Contract, and such failure has continued after notice is provided pursuant to subsection (b) below.

(b) If an Event of Default as described in Section E-5 or a complaint as described in Section E-6(a) 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.

(c) If this Contract is terminated in whole or in part because the Company has failed to provide goods 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 goods 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.

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

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

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

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

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

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

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which

are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return

the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in

accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 4 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

E-31 Certification – No Israel Boycott [CAO–4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

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

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

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/9/22
Deputy City Attorney — Date
John S. Ridilla
Chief Deputy City Attorney

FRANK P. KOCKA, PLLC

Frank P. Kocka — Date
Owner

ATTACHMENT 1

LAS VEGAS MUNICIPAL COURT
DECLARATION AND APPLICATION FOR COURT-APPOINTED COUNSEL

Case/History No._____

YOUR NAME: _____Social Security Number _____-____ -_____

YOUR ADDRESS: _____
Where you live?

_____
City/State/Zip Code

HOME PHONE (____) _____ CELL PHONE (____) _____

WORK PHONE (___) _____

Do you live in Public Housing? _____ Are you serving a jail sentence? _____

PERSONAL INFORMATION

Number of children, dependents or others you are legally responsible for living in your home: _____

Where do you work? _____

How much do you make monthly before taxes and anything else is taken out of your pay check: $_____

Other monthly Income (Wife/Husband, Partner, Co-habitant, other): _____

I and/or my family are currently receiving the following:

AFDC ☐ Unemployment ☐ Worker's Comp ☐ Food Stamps ☐ SSI ☐ Medicaid ☐

Other Public Assistance (Type) _____

I, _____, am saying that I cannot afford to hire an attorney. If a crime is charged against me and the City Attorney is seeking for me to serve time in jail and I cannot afford to hire an attorney, the court may appoint an attorney only under certain circumstances.

I have given the above information to see if an attorney can be appointed by the court to represent me in court. I understand that this information may be used to see if I can pay for an attorney to represent me in court. I am giving my permission to contact any credit bureau, review my credit report from any credit bureau, investigative agency or any other source. I authorize the Las Vegas Municipal Court to verify any statements made and information provided and obtain any other information needed. I declare under penalty of perjury that the information that has been given is true and correct. I understand that I might have to pay back all or a part of the attorney fees if it is found that I can pay.

_____
SIGN YOUR NAME Date

LAS VEGAS MUNICIPAL COURT PLAN FOR THE DETERMINATION OF INDIGENCE

1. Defendant not in custody:

   (a) The defendant appears in the courtroom, is facing jail time and states that they cannot afford legal counsel for their defense.

   (b) The defendant completes the Declaration, and the Court determines from the Declaration that the defendant qualifies under the Presumptive Threshold Standard as established by Nevada Supreme Court ADKT #411, a Public Attorney is assigned to the case and represents the defendant.

   (c) If a more rigorous screening is indicated or ordered, the completed Declaration is forwarded within two (2) business days to the Las Vegas Municipal Court Judicial Enforcement Unit (JEU) for processing.

   (d) If the defendant disputes a finding of non-qualification for indigent status and court appointed counsel, or the Declaration has discretionary aspects that cannot be resolved by a more rigorous review,

   (e) The case may be continued for a hearing or other action as determined by the court.

2. Defendant in custody:

   (a) Defendants are presumed to be indigent if they are in custody.

2016 HHS Poverty Guidelines

Persons in Family or Household	Federal Poverty Guidelines[1]	Poverty Guidelines at 200% *(Presumptive Threshold as established by ADKT #411)*[2]
1	$11,880	$23,760
2	$16,020	$32,040
3	$20,160	$40,320
4	$24,300	$48,600
5	$28,440	$56,880
6	$32,580	$65,160
7	$36,730	$73,460
8	$40,890	$71,780
For each additional person, add	$4,160	$8,320

SOURCE: *Federal Register,* Vol. 81, No. 4036, January 25, 2016, pp.4036-4037

[1] **Note: The Federal Poverty guidelines are recalculated and published annually.**

[2] **A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.**

ATTACHMENT 2

ADDITIONS AND/OR DELETIONS
ALTERNATE PUBLIC ATTORNEY (PA) INFORMATION
(Confidential)

List individuals to be proposed or deleted as alternate public attorneys. Submit the list to the Contract Administrator no later than five (5) business days after first date of service for additions, and no later than five (5) days after the last date of service for deletions. **Proposed Alternate Public Attorney additions are subject to city approval.**

ALTERNATE PA NAME AND AKA (Other Names Used)	*ADDITION or DELETION?*	*SOCIAL SECURITY OR DRIVERS LICENSE NUMBER **	*DATE OF BIRTH*	*NEVADA BAR NUMBER*	*BIOGRAPHIC DATA FORM ATTACHED ** Yes / No*	*RESUME ATTACHED ** Yes / No*

*** Privacy Act Notice**

General - This notice is provided pursuant to Public Law 93-579, Privacy Act of 1974, 5, U.S.C. Section 552a, for individuals supplying information to the City of Las Vegas in response to an Invitation to Bid (ITB) or a Request for Proposal (RFP) where key individuals may be required to consent to a background check.

Authority - Section 5301 of Title 5 of the U.S. Code authorizes collection of this information.

Purposes and Uses - The information becomes a part of the City of Las Vegas, Nevada's Human Resources database. The primary use of the information is to conduct background checks of key individuals. The information may be used in and disclosure may be made to (1) W-2 forms for transmittal to IRS and State and select local Governments; (2) Quarterly reports to IRS; and (3) Law enforcement. Data is aggregated to prepare various reports to the Office of Personnel Management (OPM), the Treasury and other agencies, but such reports do not include information by name or other identifying numbers or characteristics.

Effects of Nondisclosure - Failure to supply the information may result in proposed Public Attorney not being awarded a contract to perform sensitive services.

****Attach biographical data forms** pursuant to the Rules of Professional Conduct (RPC) 1.4(c) as amended October 22, 2008, and current resumes which identify particular experience and/or skills that would be applicable to the services required for each attorney.

Fingerprint requirement to be completed within 30 days of the first date of Public Attorney service.

ATTACHMENT 3

COMPANY'S NOTICE OF INTENT TO SUBMIT HOURLY BILLING

Public Attorney or Alternate Public Attorney: **Date Submitted:**

Client Name	Case/Docket No.	Charge(s)	Projected Hours

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: LAW OFFICE OF FRANK P KOCKA	
Address: 600 S 8TH STREET	**City / ST / Zip:** LAS VEGAS NV 89101
Telephone: (702) 383-8700	**EIN or DUNS :** 46-1753741
Block 2: Description / Subject Matter of Contract	
Services for: PUBLIC ATTORNEY SERVICES	**Project Number:** 170139-JL

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation ☐ Trust ☐ Other:

Rev 01.2021

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	FRANK P KOCKA	600 S 8TH STREET LAS VEGAS NV 89101	(702) 498-3430
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

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

Signature

5/4/22
Date

Subscribed and sworn to before me this 4th day of May, 2022

Leah Fields
Notary Signature

LEAH FIELDS
Notary Public
State of Nevada
Appt. No. 19-5756-01
My Appt. Expires Dec. 3, 2023

Rev 01.2021

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

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

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Block 1: Contracting Entity	
Name: LAW OFFICE OF FRANK P KOCKA	
Address: 600 S 8TH STREET	**City / ST / Zip:** LAS VEGAS NV 89101
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Block 2: Description / Subject Matter of Contract	
Services for: PUBLIC ATTORNEY SERVICES	**Project Number:** 170139-JL

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ~~■ Corporation~~ ☐ Trust ☐ Other:

Rev 01.2021

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

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Signature

5/4/22
Date

Subscribed and sworn to before me this 4th day of May, 2022

Leah Fields
Notary Signature

LEAH FIELDS
Notary Public
State of Nevada
Appt. No. 19-5756-01
My Appt. Expires Dec. 3, 2023

Rev 01.2021

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve award of Contract No. 220097-PH-E, Professional Services for Public Attorney - Department Five - Las Vegas Municipal Court - Award recommended to: KETTER LAW OFFICES (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract provides for public attorney services for indigent defendants in Municipal Court Judicial Department Five, in the fixed fee amount of $7,750 per month, plus an annual not-to-exceed reimbursable expenses amount of $9,300. The initial contract term is one (1) year with four (4) one-year renewal options. Ketter Law Offices was selected through a competitive Request for Proposals process and is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220097-PH-E
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
PUBLIC ATTORNEY – DEPARTMENT FIVE

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Ketter Law Offices (hereinafter the "Company"), a Nevada limited liability company having its principal office at 600 South 8th Street, Las Vegas, Nevada 89101.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Public Attorney services for Indigent Defendants for Las Vegas Municipal Court Department Five		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30, 2023	**Option Periods** Four one-year periods
Contract Type As defined in Section B-1	The contract type is fixed fee retainer, plus a fixed hourly rate for time worked in excess of a stated annual hourly aggregate, and reimbursable expenses.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$102,300	Per year, fixed fee retainer	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel
Attachment 2 – Additions and/or Deletions to Alternate Public Attorney Information
Attachment 3 – Company's Notice of Intent to Submit Hourly Billing
Attachment 4 – Certificate – Disclosure of Ownership/Principals

(c)

City Project Manager Per Section D-4, (a)	**Name** Jack Eslinger	**Phone** (702) 229-4673	**Email** jeslinger@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Courtney J. Ketter	**Phone** (702) 533-4612	**Email** courtney@ketterlaw.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Courtney J. Ketter Managing Attorney	**Address** 600 S. 8th Street Las Vegas, NV 89101	**Email** courtney@ketterlaw.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

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

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [R]

The following definitions apply to this Contract:

(a) *"Alternate Public Attorney"* means the individual retained by the Public Attorney who is performing services in connection with the criminal defense of indigent defendants, under the supervision of the Public Attorney, possessing the same qualifications and experience as the Public Attorney, and subject to the same standards and accountability. Alternate Public Attorneys are included whenever the terms Public Attorney or Company are used, unless the use of Public Attorney or Company suggests otherwise.

(b) *"Award Date"* means the date that a Contract becomes effective.

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

(d) *"Contract Administrator"* means the Las Vegas Municipal Court Administrator, who shall be responsible for the day to day administration of payment processing and claims under the Contract. The Contract Administrator shall be responsible for monitoring feedback on Public Attorney performance from judges, staff, defendants and members of the public and shall make recommendations to the Contract Manager relative to the termination or renewal of the Contract based on feedback provided.

(e) *"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.

(f) *"Contract Manager"* means the City of Las Vegas Purchasing and Contracts Division Manager or their designee, who is responsible for the initial procurement process. The Contract Manager shall ensure all Contract holders are in compliance with the technical requirements of the Contract, to include appropriate licensing and insurance of all Public Attorneys and Alternate Public Attorneys.

(g) *"Contract Year"* means 365 calendar day period commencing from Award Date.

(h) *"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.

(i) *"Indigent Defendant"* means an individual with gross income less than the Poverty Guidelines as defined in Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel.

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

(k) *"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.

(l) *"Public Attorney"* means an individual employed by the Company who is primarily responsible on behalf of the Company for the performance of the indigent defendant services required herein.

SECTION C – Scope of Work

C-1 Statement of Work

(a) The Public Attorney shall, upon determination of Indigent status eligibility, perform services in connection with the criminal defense of indigent defendants assigned by the Court exercising jurisdiction in the City of Las Vegas. The Public Attorney shall comply with all Nevada Supreme Court Orders and Performance Standards relative to the representation of the Indigent Defendants.

(b) Attorneys must be licensed in the State of Nevada, members in good standing with the Nevada State Bar, authorized to practice law in the City of Las Vegas Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court, and have sufficient experience and ability to avidly represent Indigent Defendants.

(c) In those cases to which the Public Attorney is assigned, such Attorney shall provide the necessary criminal investigations, trial preparation and defense so as to provide full professional defense of such cases, and as required shall provide services to include, but not be limited to, interviews with advice to indigent defendants and witnesses, the performance of legal research, the interpretation and application of laws, Court decisions and legal point and authorities for the use and preparation of cases, contacting agencies regarding the collection of facts and evidence, attendance at arraignments, pre-trial hearings, the conduct of trials, the necessary filing and prosecution of appeals from the assigned department, the attendance at sentencing, and communication with Alternative Sentencing and Education concerning counseling.

(d) Public Attorneys or Alternate Public Attorneys shall be assigned to provide representation in criminal matters in Municipal Court Department 5.

(e) All Departments at the Las Vegas Municipal Court, including Department 20, maintain Specialty Courts. Public Attorneys are required to be present and represent defendants at Specialty Court sessions. These sessions may fall outside the normal sessions for Public Attorneys.

(f) The Public Attorney shall render professional services in complete compliance with the Nevada Rules of Professional Conduct. Further, the Public Attorney shall provide a level of representation demonstrating the same level of competency, diligence and fidelity to the Indigent Defendant as would be expected of an attorney in a private criminal defense practice. The sufficiency of the Public Attorney communication with the Indigent Defendant will be evaluated by the same standards.

(g) The Public Attorney shall provide representation in jury trials upon request, as part of the Public Attorney's normal duties. The Court will provide budget for subpoena, witness, and expert witness fees, and other trial expenses. Public Attorneys will submit such reimbursement or funding requests through their respective Department judges.

(h) The Public Attorney shall provide representation at pretrial release hearings in the normal course of their services. In accordance with Nevada law, the City will schedule pretrial hearings on Thursday afternoons and/or Saturdays, in order to ensure each person receives a hearing within 48 hours of being taken into custody. The City will establish a rotating schedule, so that each Public Attorney will take turns providing representation at Saturday pretrial release hearings.

Ad hoc scheduling will be required for release hearings to be held on or around holidays, when the Court would normally be closed. This includes holiday Mondays and long weekends, such as Thanksgiving.

(i) Until released as counsel of record, the Public Attorney shall be obligated to conclude all cases assigned to him/her including sentencing, modifications/clarifications and remands even if such case or cases shall extend beyond the time period of this Contract, in which case the Public Attorney shall do so without additional compensation.

(j) The Public Attorney shall adhere to the Court's procedures for determination of the initial and continuing financial eligibility of Indigent Defendants for appointed representation. If the Public Attorney becomes aware from a non-client confidence source that a client has submitted false information regarding financial eligibility for representation, or becomes aware of a change in an Indigent Defendant's financial status warranting reconsideration of the appointment, the Public Attorney shall be obliged to recommend to the Court that additional financial suitability review be conducted.

(k) Until released as counsel of record, the Public Attorney shall maintain an independent file for each Indigent Defendant appointed. All such files must be maintained for a period of seven (7) years following termination of representation, unless transferred to a subsequent Public Attorney, following the final disposition of that case. Indigent Defendant

access to the Public Attorney's file shall be in compliance with the standards for private representation of clients. All original files shall be promptly surrendered to the Contract Administrator in the event the contract for Public Attorney services is terminated by the Public Attorney, by the City, or by an event of non-renewal of the Contract.

(l) Using Contract Attachment 2 "Additions and/or Deletions Alternate Public Attorney (PA) Information", the Public Attorney is obligated to notify the Contract Administrator of any additions and/or deletions of Alternate Public Attorneys no later than five (5) business days after first date of providing Public Attorney services for additions, or no later than five (5) days after the last date of service for deletions. All such additions are subject to approval by the City.

(m) All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.

(n) Additional requirements shall apply to the specific Judicial Department(s) subject to modification by the Court upon consultation with the Public Attorney.

(o) The Public Attorney firm partners/associates shall personally perform a minimum of twenty percent (20%) of all the services under this Contract, allowing one (1) or more Alternate Public Attorney(s) to perform no more than an aggregate eighty percent (80%) of all the services under this Contract.

C-2 Deliverables/Schedule/Fees

The City will pay the Company a monthly fixed fee retainer of $7,750 per month for up to 1,600 hours per contract year, and $50 per hour thereafter. This fee is inclusive of all services, including jury trials and Saturday or holiday pretrial release hearings.

SECTION D – Special Conditions

D-1 Payment [R]

(a) The City will pay the Company the following amounts for assignment to Municipal Court Department Five:

Item No.	Description	Amount
1	Monthly Fixed Fee Retainer	$7,750
2	Direct expenses for Jury Trials	At cost (subject to maximums per NRS)
3	Hourly fee for hours exceeding 1,600 per contract year	$50
4	Annual cap for Reimbursable Expenses (other than jury trials)	$9,300

(b) Reimbursable Expenses: Pursuant to the application procedure and limitations set forth in NRS 7.135 and 7.145, the Public Attorney is entitled to be reimbursed for reasonably incurred expenses for investigative, expert or other services as may be necessary for an adequate defense. The Public Attorney shall also be entitled to be reimbursed for direct costs to attend Court-related training and conferences, if approved in advance by the Project Manager. In order to be eligible for reimbursement, written approval from the Municipal Court Judge is required prior to incurring such expenses.

(c) The Company shall not be compensated for the following tasks or costs:

(i) Travel time, including but not limited to time spent traveling between an attorney's residence, office, or other base of operation and the court or any other worksite in Clark County, Nevada.

(ii) Internal administrative costs related to tasks including but not limited to file preparation, billing, opening, closing or establishing files, copies, administrative communications with the City or the Court, or any other administrative procedures that do not involve the use of legal skills.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [R]

(a) The Company shall be paid the retainer amount specified in D-1 above without the requirement for invoice submittal to the City. If reimbursable expenses are authorized by the Municipal Court Judge, the request for reimbursement shall be submitted on an invoice to the Contract Administrator pursuant to NRS 7.135 and 7.145. The invoice must be supported by a sworn statement specifying the time expended in court, the services rendered out of court and the time expended therein, the expenses incurred while the case was pending and the compensation and reimbursement applied for or received in the same case from any other source. In addition, all invoices should identify the following items:

(i) the date of the invoice and invoice number; and
(ii) the associated Purchase Order number.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** The Company or Public Attorney shall submit the original invoice along with signed documentation showing the Municipal Court Judge's pre-authorization, and the Contract Administrator's approval for payment to:

Las Vegas Municipal Court
ATTN: Court Administrator
PO Box 3960
Las Vegas, NV 89127-3960

(c) In the event the Company anticipates exceeding 1,600 hours in a Contract Year, and prior to exceeding 1,500 hours, or at which time the Company has performed more than 1,300 hours of billable services within the first then (10) months of that Contract Year, whichever occurs first, the Company shall give the Contract Administrator notice of its intent to submit hourly billing. The notice shall be given on the form provided in Attachment 3. Whenever Attachment 3 is required to be completed, the Company shall also provide an accounting for all work performed up to and including the date of the filing of the notice and an estimate of all work which will be required beyond the 1,600 hour threshold.

(d) The accounting for work performed up to and including the date of the Notice shall take the form of a billing statement for each case assigned together with a summary table of all time spent on assigned cases. The estimate for hours necessary for future work must identify defendant name(s) and cases number(s) if known at the time of the filing of the notice. After the Company has provided a proper hourly accounting for all work performed pursuant to this Contract exceeding a maximum 1,600 hours for the Contract Year, the City shall pay $50 per hour for all hours actually worked in excess of those maximums. For the purposes of billing time under this provision, all work shall be accounted for to the nearest one-tenth (1/1 0) of an hour, or six (6) standard minutes.

(e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

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

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

D-5 Insurance [CAO-04/2020]

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

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

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

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

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

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and

withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-6 Warranty – Services [CAO-4/2020]

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

D-7 Private Criminal and Civic Practice of Law

In addition to the services defined in this Contract, the Public Attorney is entitled to maintain a private criminal and civil practice of law, with three limitations. First, the Public Attorney is obliged to limit the volume of his private practice to the extent necessary to provide effective representation under this Contract. Second, the Public Attorney must decline representation of any client when such representation would present a conflict with the Contract services rendered by the City. Third, to avoid a conflict of interest, the Public Attorney may not engage in a civil action against the City of Las Vegas, the Las Vegas Municipal Court or any officials thereof during the term of the Contract. The City may waive potential conflicts of interest known to the Public Attorney only when the Public Attorney has presented a written description of all relevant factors to the Contract Administrator and received written authorization from the Municipal Court Judge to continue the representation in question.

D-8 Notice of Disciplinary Action

The Public Attorney is further obligated to promptly forward to the Contract Administrator any notice of disciplinary sanction served by the State Bar of Nevada upon the Public Attorney. Further, the Public Attorney must promptly forward any notice of resolution of such disciplinary actions to the Contract Administrator and make a status report on any disciplinary action upon request by the Contract Administrator and provide a monthly status report on any disciplinary action until resolution.

D-9 License to Practice Law

The Public Attorney must, at all times, maintain in good standing a license to practice law in Nevada which authorizes the Public Attorney to appear on behalf of the Indigent Defendants assigned by the City in the City's Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court. The Public Attorney is obligated to immediately inform the Court Administrator of any limitation, suspension or revocation of the necessary licensure status.

D-10 Employment of Governmental Attorneys

(a) The Company hereby acknowledges that pursuant to NRS 7.105, the Attorney General and every city attorney, district attorney, and the deputies and assistants of each, hired or elected to prosecute persons charged with the violation of any ordinance of any law of this state, shall not during their term in office or during the time they are so employed, accept an appointment to defend, agree to defend or undertake the defense of any person charged with the violation of any ordinance or law of this state, which includes working as a Public Attorney or Alternate Public Attorney and performing the services required herein.

(b) If in performing the services required under this Contract, the Company intends to hire an attorney who at the time of the execution of this Contract is employed by the Attorney General of the State of Nevada, or any District Attorney or City Attorney within this state, the Company shall not allow such attorney to perform any of the services required herein until that person is no longer employed by the Attorney General, District Attorney or City Attorney, whichever is applicable.

D-11 SCOPE Information

Regarding the Shared Computer Operations for Protection and Enforcement system (SCOPE):

(a) The Public Attorney is not authorized to, and shall not, disseminate the information to any other party in any manner, orally or in written form (NRS 179A.110); and,

(b) Failure to adhere to the terms and/or conditions as set forth above could result in the discontinuation of the availability of criminal histories, termination of the Contract, and/or prosecution.

D-12 Transfer of Files

In the event this Contract is terminated pursuant to Sections E-4 or E-6 below, the original records, files, attorney notes, photos, electronic materials and discovery essential to an Indigent Defendant's defense shall remain in the care and custody of the Company until such time as a new Company has been hired by the City to perform the legal services required under this Contract; or upon written notice, shall be promptly surrendered to the Contract Administrator. This transfer of all open files shall occur within three (3) days after receipt of written notice from the City or the new Company.

D-13 through D-18 – Reserved

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the

City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

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

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of

Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [R]

(a) The City has the right to terminate this Contract, in whole or in part, if any of the following shall occur and the Contract Administrator, after reviewing the complaint, has determined that termination of the Public Attorney or Company for cause is warranted, or the Contract Administrator receives a complaint concerning the performance or behavior of the Public Attorney including, without limitation, a complaint for the following:

(i) the Public Attorney or Company has failed to provide for the representation or appearance of an Alternate Public Attorney at Municipal Court proceedings in the event of the absence of the Public Attorney, or

(ii) the Public Attorney or Company has been held in contempt of court by the Municipal Court in representing an indigent client pursuant to the requirements of this Contract; or,

(iii) the Public Attorney or Company has failed to perform the services required under Section C (Statement of Work) or any other provision of this Contract including, without limitation, delivering any required documentation within the time specified in this Contract, and such failure has continued after notice is provided pursuant to subsection (b) below.

(b) If an Event of Default as described in Section E-5 or a complaint as described in Section E-6(a) 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.

(c) If this Contract is terminated in whole or in part because the Company has failed to provide goods 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 goods 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.

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

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

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

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

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

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

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which

are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return

the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in

accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 4 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

E-31 Certification – No Israel Boycott [CAO–4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

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

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

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/9/22
Deputy City Attorney — Date
John S. Ridilla
Chief Deputy City Attorney

KETTER LAW OFFICES

Courtney J. Ketter — Date
Managing Attorney

ATTACHMENT 1

LAS VEGAS MUNICIPAL COURT
DECLARATION AND APPLICATION FOR COURT-APPOINTED COUNSEL

Case/History No._____

YOUR NAME: _____Social Security Number _____-____ -_____

YOUR ADDRESS: _____
Where you live?

_____
City/State/Zip Code

HOME PHONE (____) _____ CELL PHONE (____) _____

WORK PHONE (___) _____

Do you live in Public Housing? _____ Are you serving a jail sentence? _____

PERSONAL INFORMATION

Number of children, dependents or others you are legally responsible for living in your home: _____

Where do you work? _____

How much do you make monthly before taxes and anything else is taken out of your pay check: $_____

Other monthly Income (Wife/Husband, Partner, Co-habitant, other): _____

I and/or my family are currently receiving the following:

AFDC ☐ Unemployment ☐ Worker's Comp ☐ Food Stamps ☐ SSI ☐ Medicaid ☐

Other Public Assistance (Type) _____

I, _____, am saying that I cannot afford to hire an attorney. If a crime is charged against me and the City Attorney is seeking for me to serve time in jail and I cannot afford to hire an attorney, the court may appoint an attorney only under certain circumstances.

I have given the above information to see if an attorney can be appointed by the court to represent me in court. I understand that this information may be used to see if I can pay for an attorney to represent me in court. I am giving my permission to contact any credit bureau, review my credit report from any credit bureau, investigative agency or any other source. I authorize the Las Vegas Municipal Court to verify any statements made and information provided and obtain any other information needed. I declare under penalty of perjury that the information that has been given is true and correct. I understand that I might have to pay back all or a part of the attorney fees if it is found that I can pay.

_____
SIGN YOUR NAME Date

LAS VEGAS MUNICIPAL COURT PLAN FOR THE DETERMINATION OF INDIGENCE

1. Defendant not in custody:

   (a) The defendant appears in the courtroom, is facing jail time and states that they cannot afford legal counsel for their defense.

   (b) The defendant completes the Declaration, and the Court determines from the Declaration that the defendant qualifies under the Presumptive Threshold Standard as established by Nevada Supreme Court ADKT #411, a Public Attorney is assigned to the case and represents the defendant.

   (c) If a more rigorous screening is indicated or ordered, the completed Declaration is forwarded within two (2) business days to the Las Vegas Municipal Court Judicial Enforcement Unit (JEU) for processing.

   (d) If the defendant disputes a finding of non-qualification for indigent status and court appointed counsel, or the Declaration has discretionary aspects that cannot be resolved by a more rigorous review,

   (e) The case may be continued for a hearing or other action as determined by the court.

2. Defendant in custody:

   (a) Defendants are presumed to be indigent if they are in custody.

2016 HHS Poverty Guidelines

Persons in Family or Household	Federal Poverty Guidelines[1]	Poverty Guidelines at 200% *(Presumptive Threshold as established by ADKT #411)*[2]
1	$11,880	$23,760
2	$16,020	$32,040
3	$20,160	$40,320
4	$24,300	$48,600
5	$28,440	$56,880
6	$32,580	$65,160
7	$36,730	$73,460
8	$40,890	$71,780
For each additional person, add	$4,160	$8,320

SOURCE: *Federal Register,* Vol. 81, No. 4036, January 25, 2016, pp.4036-4037

[1] **Note: The Federal Poverty guidelines are recalculated and published annually.**

[2] **A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.**

ATTACHMENT 2

ADDITIONS AND/OR DELETIONS
ALTERNATE PUBLIC ATTORNEY (PA) INFORMATION
(Confidential)

List individuals to be proposed or deleted as alternate public attorneys. Submit the list to the Contract Administrator no later than five (5) business days after first date of service for additions, and no later than five (5) days after the last date of service for deletions. **Proposed Alternate Public Attorney additions are subject to city approval.**

ALTERNATE PA NAME AND AKA (Other Names Used)	*ADDITION or DELETION?*	*SOCIAL SECURITY OR DRIVERS LICENSE NUMBER **	*DATE OF BIRTH*	*NEVADA BAR NUMBER*	*BIOGRAPHIC DATA FORM ATTACHED ** Yes / No*	*RESUME ATTACHED ** Yes / No*

*** Privacy Act Notice**

General - This notice is provided pursuant to Public Law 93-579, Privacy Act of 1974, 5, U.S.C. Section 552a, for individuals supplying information to the City of Las Vegas in response to an Invitation to Bid (ITB) or a Request for Proposal (RFP) where key individuals may be required to consent to a background check.

Authority - Section 5301 of Title 5 of the U.S. Code authorizes collection of this information.

Purposes and Uses - The information becomes a part of the City of Las Vegas, Nevada's Human Resources database. The primary use of the information is to conduct background checks of key individuals. The information may be used in and disclosure may be made to (1) W-2 forms for transmittal to IRS and State and select local Governments; (2) Quarterly reports to IRS; and (3) Law enforcement. Data is aggregated to prepare various reports to the Office of Personnel Management (OPM), the Treasury and other agencies, but such reports do not include information by name or other identifying numbers or characteristics.

Effects of Nondisclosure - Failure to supply the information may result in proposed Public Attorney not being awarded a contract to perform sensitive services.

****Attach biographical data forms** pursuant to the Rules of Professional Conduct (RPC) 1.4(c) as amended October 22, 2008, and current resumes which identify particular experience and/or skills that would be applicable to the services required for each attorney.

Fingerprint requirement to be completed within 30 days of the first date of Public Attorney service.

ATTACHMENT 3

COMPANY'S NOTICE OF INTENT TO SUBMIT HOURLY BILLING

Public Attorney or Alternate Public Attorney: **Date Submitted:**

Client Name	Case/Docket No.	Charge(s)	Projected Hours

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Ketter Law Offices	
Address: 600 S. 8th Street	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: 702-533-4612	**EIN or DUNS :** 85-1074222
Block 2: Description / Subject Matter of Contract	
Services for: Public Attorneys for Indigent Defendants	**Project Number:** 220097-PH

Block 3: **Type of Business**

~~☒ Individual~~ ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

Rev 01.2021

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Courtney J. Ketter	600 S. 8th Street, Las Vegas, NV 89101	702-533-4612
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

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.

SARAH HUGAR
Notary Public, State of Nevada
Appointment No. 11-4399-1
My Appt. Expires Apr 25, 2023

Signature

5-9-2022
Date

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

Notary Signature

Rev 01.2021

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

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"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: Ketter Law Offices	
Address: 600 S. 8th Street	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: 702-533-4612	**EIN or DUNS :** 85-1074222
Block 2: Description / Subject Matter of Contract	
Services for: Public Attorneys for Indigent Defendants	**Project Number:** 220097-PH

Block 3: **Type of Business**

~~☒ Individual~~ ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

Rev 01.2021

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Courtney J. Ketter	600 S. 8th Street, Las Vegas, NV 89101	702-533-4612
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

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.

SARAH HUGAR
Notary Public, State of Nevada
Appointment No. 11-4399-1
My Appt. Expires Apr 25, 2023

Signature

5-9-2022
Date

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

Notary Signature

Rev 01.2021

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
20

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

SUBJECT:
For possible action to approve award of Contract No. 220097-PH-F, Professional Services Contract for Public Attorney - Department Six - Las Vegas Municipal Court - Award recommended to: BELLON LAW GROUP, LTD (Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $102,300 Annually/Total Contract Amount Not-to-Exceed $511,500
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract provides for public attorney services for indigent defendants in Municipal Court Judicial Department Six, in the fixed fee amount of $7,750 per month, plus an annual not-to-exceed reimbursable expenses amount of $9,300. The initial contract term is one (1) year with four (4) one-year renewal options. The Bellon Law Group was selected through a competitive Request for Proposals process and is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220097-PH-F
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
PUBLIC ATTORNEY – DEPARTMENT SIX

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and the Bellon Law Group, Ltd. (hereinafter the "Company"), a Nevada corporation having its principal office at 735 S. 6th Street, Suite 102, Las Vegas, Nevada 89101.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Public Attorney services for Indigent Defendants for Las Vegas Municipal Court Department Six		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30, 2023	**Option Periods** Four one-year periods
Contract Type As defined in Section B-1	The contract type is fixed fee retainer, plus a fixed hourly rate for time worked in excess of a stated annual hourly aggregate, and reimbursable expenses.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$102,300	Per year, fixed fee retainer	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel
Attachment 2 – Additions and/or Deletions to Alternate Public Attorney Information
Attachment 3 – Company's Notice of Intent to Submit Hourly Billing
Attachment 4 – Certificate – Disclosure of Ownership/Principals

(c)

City Project Manager Per Section D-4, (a)	**Name** Jack Eslinger	**Phone** (702) 229-4673	**Email** jeslinger@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Peter J. Bellon	**Phone** (702) 452-6299	**Email** peter@bellonlawgroupnv.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Peter J. Bellon Owner	**Address** 732 S. 6th Street, Suite 102 Las Vegas, NV 89101	**Email** peter@bellonlawgroupnv.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

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

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [R]

The following definitions apply to this Contract:

(a) *"Alternate Public Attorney"* means the individual retained by the Public Attorney who is performing services in connection with the criminal defense of indigent defendants, under the supervision of the Public Attorney, possessing the same qualifications and experience as the Public Attorney, and subject to the same standards and accountability. Alternate Public Attorneys are included whenever the terms Public Attorney or Company are used, unless the use of Public Attorney or Company suggests otherwise.

(b) *"Award Date"* means the date that a Contract becomes effective.

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

(d) *"Contract Administrator"* means the Las Vegas Municipal Court Administrator, who shall be responsible for the day to day administration of payment processing and claims under the Contract. The Contract Administrator shall be responsible for monitoring feedback on Public Attorney performance from judges, staff, defendants and members of the public and shall make recommendations to the Contract Manager relative to the termination or renewal of the Contract based on feedback provided.

(e) *"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.

(f) *"Contract Manager"* means the City of Las Vegas Purchasing and Contracts Division Manager or their designee, who is responsible for the initial procurement process. The Contract Manager shall ensure all Contract holders are in compliance with the technical requirements of the Contract, to include appropriate licensing and insurance of all Public Attorneys and Alternate Public Attorneys.

(g) *"Contract Year"* means 365 calendar day period commencing from Award Date.

(h) *"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.

(i) *"Indigent Defendant"* means an individual with gross income less than the Poverty Guidelines as defined in Attachment 1 – Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel.

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

(k) *"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.

(l) *"Public Attorney"* means an individual employed by the Company who is primarily responsible on behalf of the Company for the performance of the indigent defendant services required herein.

SECTION C – Scope of Work

C-1 Statement of Work

(a) The Public Attorney shall, upon determination of Indigent status eligibility, perform services in connection with the criminal defense of indigent defendants assigned by the Court exercising jurisdiction in the City of Las Vegas. The Public Attorney shall comply with all Nevada Supreme Court Orders and Performance Standards relative to the representation of the Indigent Defendants.

(b) Attorneys must be licensed in the State of Nevada, members in good standing with the Nevada State Bar, authorized to practice law in the City of Las Vegas Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court, and have sufficient experience and ability to avidly represent Indigent Defendants.

(c) In those cases to which the Public Attorney is assigned, such Attorney shall provide the necessary criminal investigations, trial preparation and defense so as to provide full professional defense of such cases, and as required shall provide services to include, but not be limited to, interviews with advice to indigent defendants and witnesses, the performance of legal research, the interpretation and application of laws, Court decisions and legal point and authorities for the use and preparation of cases, contacting agencies regarding the collection of facts and evidence, attendance at arraignments, pre-trial hearings, the conduct of trials, the necessary filing and prosecution of appeals from the assigned department, the attendance at sentencing, and communication with Alternative Sentencing and Education concerning counseling.

(d) Public Attorneys or Alternate Public Attorneys shall be assigned to provide representation in criminal matters in Municipal Court Department 6.

(e) All Departments at the Las Vegas Municipal Court, including Department 20, maintain Specialty Courts. Public Attorneys are required to be present and represent defendants at Specialty Court sessions. These sessions may fall outside the normal sessions for Public Attorneys.

(f) The Public Attorney shall render professional services in complete compliance with the Nevada Rules of Professional Conduct. Further, the Public Attorney shall provide a level of representation demonstrating the same level of competency, diligence and fidelity to the Indigent Defendant as would be expected of an attorney in a private criminal defense practice. The sufficiency of the Public Attorney communication with the Indigent Defendant will be evaluated by the same standards.

(g) The Public Attorney shall provide representation in jury trials upon request, as part of the Public Attorney's normal duties. The Court will provide budget for subpoena, witness, and expert witness fees, and other trial expenses. Public Attorneys will submit such reimbursement or funding requests through their respective Department judges.

(h) The Public Attorney shall provide representation at pretrial release hearings in the normal course of their services. In accordance with Nevada law, the City will schedule pretrial hearings on Thursday afternoons and/or Saturdays, in order to ensure each person receives a hearing within 48 hours of being taken into custody. The City will establish a rotating schedule, so that each Public Attorney will take turns providing representation at Saturday pretrial release hearings.

Ad hoc scheduling will be required for release hearings to be held on or around holidays, when the Court would normally be closed. This includes holiday Mondays and long weekends, such as Thanksgiving.

(i) Until released as counsel of record, the Public Attorney shall be obligated to conclude all cases assigned to him/her including sentencing, modifications/clarifications and remands even if such case or cases shall extend beyond the time period of this Contract, in which case the Public Attorney shall do so without additional compensation.

(j) The Public Attorney shall adhere to the Court's procedures for determination of the initial and continuing financial eligibility of Indigent Defendants for appointed representation. If the Public Attorney becomes aware from a non-client confidence source that a client has submitted false information regarding financial eligibility for representation, or becomes aware of a change in an Indigent Defendant's financial status warranting reconsideration of the appointment, the Public Attorney shall be obliged to recommend to the Court that additional financial suitability review be conducted.

(k) Until released as counsel of record, the Public Attorney shall maintain an independent file for each Indigent Defendant appointed. All such files must be maintained for a period of seven (7) years following termination of representation, unless transferred to a subsequent Public Attorney, following the final disposition of that case. Indigent Defendant

access to the Public Attorney's file shall be in compliance with the standards for private representation of clients. All original files shall be promptly surrendered to the Contract Administrator in the event the contract for Public Attorney services is terminated by the Public Attorney, by the City, or by an event of non-renewal of the Contract.

(l) Using Contract Attachment 2 "Additions and/or Deletions Alternate Public Attorney (PA) Information", the Public Attorney is obligated to notify the Contract Administrator of any additions and/or deletions of Alternate Public Attorneys no later than five (5) business days after first date of providing Public Attorney services for additions, or no later than five (5) days after the last date of service for deletions. All such additions are subject to approval by the City.

(m) All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.

(n) Additional requirements shall apply to the specific Judicial Department(s) subject to modification by the Court upon consultation with the Public Attorney.

(o) The Public Attorney firm partners/associates shall personally perform a minimum of twenty percent (20%) of all the services under this Contract, allowing one (1) or more Alternate Public Attorney(s) to perform no more than an aggregate eighty percent (80%) of all the services under this Contract.

C-2 Deliverables/Schedule/Fees

The City will pay the Company a monthly fixed fee retainer of $7,750 per month for up to 1,600 hours per contract year, and $50 per hour thereafter. This fee is inclusive of all services, including jury trials and Saturday or holiday pretrial release hearings.

SECTION D – Special Conditions

D-1 Payment [R]

(a) The City will pay the Company the following amounts for assignment to Municipal Court Department Six:

Item No.	Description	Amount
1	Monthly Fixed Fee Retainer	$7,750
2	Direct expenses for Jury Trials	At cost (subject to maximums per NRS)
3	Hourly fee for hours exceeding 1,600 per contract year	$50
4	Annual cap for Reimbursable Expenses (other than jury trials)	$9,300

(b) Reimbursable Expenses: Pursuant to the application procedure and limitations set forth in NRS 7.135 and 7.145, the Public Attorney is entitled to be reimbursed for reasonably incurred expenses for investigative, expert or other services as may be necessary for an adequate defense. The Public Attorney shall also be entitled to be reimbursed for direct costs to attend Court-related training and conferences, if approved in advance by the Project Manager. In order to be eligible for reimbursement, written approval from the Municipal Court Judge is required prior to incurring such expenses.

(c) The Company shall not be compensated for the following tasks or costs:

(i) Travel time, including but not limited to time spent traveling between an attorney's residence, office, or other base of operation and the court or any other worksite in Clark County, Nevada.

(ii) Internal administrative costs related to tasks including but not limited to file preparation, billing, opening, closing or establishing files, copies, administrative communications with the City or the Court, or any other administrative procedures that do not involve the use of legal skills.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [R]

(a) The Company shall be paid the retainer amount specified in D-1 above without the requirement for invoice submittal to the City. If reimbursable expenses are authorized by the Municipal Court Judge, the request for reimbursement shall be submitted on an invoice to the Contract Administrator pursuant to NRS 7.135 and 7.145. The invoice must be supported by a sworn statement specifying the time expended in court, the services rendered out of court and the time expended therein, the expenses incurred while the case was pending and the compensation and reimbursement applied for or received in the same case from any other source. In addition, all invoices should identify the following items:

(i) the date of the invoice and invoice number; and
(ii) the associated Purchase Order number.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** The Company or Public Attorney shall submit the original invoice along with signed documentation showing the Municipal Court Judge's pre-authorization, and the Contract Administrator's approval for payment to:

Las Vegas Municipal Court
ATTN: Court Administrator
PO Box 3960
Las Vegas, NV 89127-3960

(c) In the event the Company anticipates exceeding 1,600 hours in a Contract Year, and prior to exceeding 1,500 hours, or at which time the Company has performed more than 1,300 hours of billable services within the first then (10) months of that Contract Year, whichever occurs first, the Company shall give the Contract Administrator notice of its intent to submit hourly billing. The notice shall be given on the form provided in Attachment 3. Whenever Attachment 3 is required to be completed, the Company shall also provide an accounting for all work performed up to and including the date of the filing of the notice and an estimate of all work which will be required beyond the 1,600 hour threshold.

(d) The accounting for work performed up to and including the date of the Notice shall take the form of a billing statement for each case assigned together with a summary table of all time spent on assigned cases. The estimate for hours necessary for future work must identify defendant name(s) and cases number(s) if known at the time of the filing of the notice. After the Company has provided a proper hourly accounting for all work performed pursuant to this Contract exceeding a maximum 1,600 hours for the Contract Year, the City shall pay $50 per hour for all hours actually worked in excess of those maximums. For the purposes of billing time under this provision, all work shall be accounted for to the nearest one-tenth (1/1 0) of an hour, or six (6) standard minutes.

(e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

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

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

D-5 Insurance [CAO-04/2020]

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

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

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

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

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

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and

withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-6 Warranty – Services [CAO-4/2020]

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

D-7 Private Criminal and Civic Practice of Law

In addition to the services defined in this Contract, the Public Attorney is entitled to maintain a private criminal and civil practice of law, with three limitations. First, the Public Attorney is obliged to limit the volume of his private practice to the extent necessary to provide effective representation under this Contract. Second, the Public Attorney must decline representation of any client when such representation would present a conflict with the Contract services rendered by the City. Third, to avoid a conflict of interest, the Public Attorney may not engage in a civil action against the City of Las Vegas, the Las Vegas Municipal Court or any officials thereof during the term of the Contract. The City may waive potential conflicts of interest known to the Public Attorney only when the Public Attorney has presented a written description of all relevant factors to the Contract Administrator and received written authorization from the Municipal Court Judge to continue the representation in question.

D-8 Notice of Disciplinary Action

The Public Attorney is further obligated to promptly forward to the Contract Administrator any notice of disciplinary sanction served by the State Bar of Nevada upon the Public Attorney. Further, the Public Attorney must promptly forward any notice of resolution of such disciplinary actions to the Contract Administrator and make a status report on any disciplinary action upon request by the Contract Administrator and provide a monthly status report on any disciplinary action until resolution.

D-9 License to Practice Law

The Public Attorney must, at all times, maintain in good standing a license to practice law in Nevada which authorizes the Public Attorney to appear on behalf of the Indigent Defendants assigned by the City in the City's Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court. The Public Attorney is obligated to immediately inform the Court Administrator of any limitation, suspension or revocation of the necessary licensure status.

D-10 Employment of Governmental Attorneys

(a) The Company hereby acknowledges that pursuant to NRS 7.105, the Attorney General and every city attorney, district attorney, and the deputies and assistants of each, hired or elected to prosecute persons charged with the violation of any ordinance of any law of this state, shall not during their term in office or during the time they are so employed, accept an appointment to defend, agree to defend or undertake the defense of any person charged with the violation of any ordinance or law of this state, which includes working as a Public Attorney or Alternate Public Attorney and performing the services required herein.

(b) If in performing the services required under this Contract, the Company intends to hire an attorney who at the time of the execution of this Contract is employed by the Attorney General of the State of Nevada, or any District Attorney or City Attorney within this state, the Company shall not allow such attorney to perform any of the services required herein until that person is no longer employed by the Attorney General, District Attorney or City Attorney, whichever is applicable.

D-11 SCOPE Information

Regarding the Shared Computer Operations for Protection and Enforcement system (SCOPE):

(a) The Public Attorney is not authorized to, and shall not, disseminate the information to any other party in any manner, orally or in written form (NRS 179A.110); and,

(b) Failure to adhere to the terms and/or conditions as set forth above could result in the discontinuation of the availability of criminal histories, termination of the Contract, and/or prosecution.

D-12 Transfer of Files

In the event this Contract is terminated pursuant to Sections E-4 or E-6 below, the original records, files, attorney notes, photos, electronic materials and discovery essential to an Indigent Defendant's defense shall remain in the care and custody of the Company until such time as a new Company has been hired by the City to perform the legal services required under this Contract; or upon written notice, shall be promptly surrendered to the Contract Administrator. This transfer of all open files shall occur within three (3) days after receipt of written notice from the City or the new Company.

D-13 through D-18 – Reserved

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the

City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

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

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of

Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [R]

(a) The City has the right to terminate this Contract, in whole or in part, if any of the following shall occur and the Contract Administrator, after reviewing the complaint, has determined that termination of the Public Attorney or Company for cause is warranted, or the Contract Administrator receives a complaint concerning the performance or behavior of the Public Attorney including, without limitation, a complaint for the following:

(i) the Public Attorney or Company has failed to provide for the representation or appearance of an Alternate Public Attorney at Municipal Court proceedings in the event of the absence of the Public Attorney, or

(ii) the Public Attorney or Company has been held in contempt of court by the Municipal Court in representing an indigent client pursuant to the requirements of this Contract; or,

(iii) the Public Attorney or Company has failed to perform the services required under Section C (Statement of Work) or any other provision of this Contract including, without limitation, delivering any required documentation within the time specified in this Contract, and such failure has continued after notice is provided pursuant to subsection (b) below.

(b) If an Event of Default as described in Section E-5 or a complaint as described in Section E-6(a) 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.

(c) If this Contract is terminated in whole or in part because the Company has failed to provide goods 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 goods 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.

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

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

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

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

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

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

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which

are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return

the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in

accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 4 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

E-31 Certification – No Israel Boycott [CAO–4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

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

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

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/9/22
Deputy City Attorney — Date
John S. Ridilla
Chief Deputy City Attorney

BELLON LAW GROUP, LTD.

Peter J. Bellon — Date
Owner

ATTACHMENT 1

LAS VEGAS MUNICIPAL COURT
DECLARATION AND APPLICATION FOR COURT-APPOINTED COUNSEL

Case/History No._____

YOUR NAME: _____Social Security Number _____-____ -_____

YOUR ADDRESS: _____
Where you live?

_____
City/State/Zip Code

HOME PHONE (____) _____ CELL PHONE (____) _____

WORK PHONE (___) _____

Do you live in Public Housing? _____ Are you serving a jail sentence? _____

PERSONAL INFORMATION

Number of children, dependents or others you are legally responsible for living in your home: _____

Where do you work? _____

How much do you make monthly before taxes and anything else is taken out of your pay check: $_____

Other monthly Income (Wife/Husband, Partner, Co-habitant, other): _____

I and/or my family are currently receiving the following:

AFDC ☐ Unemployment ☐ Worker's Comp ☐ Food Stamps ☐ SSI ☐ Medicaid ☐

Other Public Assistance (Type) _____

I, _____, am saying that I cannot afford to hire an attorney. If a crime is charged against me and the City Attorney is seeking for me to serve time in jail and I cannot afford to hire an attorney, the court may appoint an attorney only under certain circumstances.

I have given the above information to see if an attorney can be appointed by the court to represent me in court. I understand that this information may be used to see if I can pay for an attorney to represent me in court. I am giving my permission to contact any credit bureau, review my credit report from any credit bureau, investigative agency or any other source. I authorize the Las Vegas Municipal Court to verify any statements made and information provided and obtain any other information needed. I declare under penalty of perjury that the information that has been given is true and correct. I understand that I might have to pay back all or a part of the attorney fees if it is found that I can pay.

_____
SIGN YOUR NAME Date

LAS VEGAS MUNICIPAL COURT PLAN FOR THE DETERMINATION OF INDIGENCE

1. Defendant not in custody:

   (a) The defendant appears in the courtroom, is facing jail time and states that they cannot afford legal counsel for their defense.

   (b) The defendant completes the Declaration, and the Court determines from the Declaration that the defendant qualifies under the Presumptive Threshold Standard as established by Nevada Supreme Court ADKT #411, a Public Attorney is assigned to the case and represents the defendant.

   (c) If a more rigorous screening is indicated or ordered, the completed Declaration is forwarded within two (2) business days to the Las Vegas Municipal Court Judicial Enforcement Unit (JEU) for processing.

   (d) If the defendant disputes a finding of non-qualification for indigent status and court appointed counsel, or the Declaration has discretionary aspects that cannot be resolved by a more rigorous review,

   (e) The case may be continued for a hearing or other action as determined by the court.

2. Defendant in custody:

   (a) Defendants are presumed to be indigent if they are in custody.

2016 HHS Poverty Guidelines

Persons in Family or Household	Federal Poverty Guidelines[1]	Poverty Guidelines at 200% *(Presumptive Threshold as established by ADKT #411)*[2]
1	$11,880	$23,760
2	$16,020	$32,040
3	$20,160	$40,320
4	$24,300	$48,600
5	$28,440	$56,880
6	$32,580	$65,160
7	$36,730	$73,460
8	$40,890	$71,780
For each additional person, add	$4,160	$8,320

SOURCE: *Federal Register,* Vol. 81, No. 4036, January 25, 2016, pp.4036-4037

[1] **Note: The Federal Poverty guidelines are recalculated and published annually.**

[2] **A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.**

ATTACHMENT 2

ADDITIONS AND/OR DELETIONS
ALTERNATE PUBLIC ATTORNEY (PA) INFORMATION
(Confidential)

List individuals to be proposed or deleted as alternate public attorneys. Submit the list to the Contract Administrator no later than five (5) business days after first date of service for additions, and no later than five (5) days after the last date of service for deletions. **Proposed Alternate Public Attorney additions are subject to city approval.**

ALTERNATE PA NAME AND AKA (Other Names Used)	*ADDITION or DELETION?*	*SOCIAL SECURITY OR DRIVERS LICENSE NUMBER **	*DATE OF BIRTH*	*NEVADA BAR NUMBER*	*BIOGRAPHIC DATA FORM ATTACHED ** Yes / No*	*RESUME ATTACHED ** Yes / No*

*** Privacy Act Notice**

General - This notice is provided pursuant to Public Law 93-579, Privacy Act of 1974, 5, U.S.C. Section 552a, for individuals supplying information to the City of Las Vegas in response to an Invitation to Bid (ITB) or a Request for Proposal (RFP) where key individuals may be required to consent to a background check.

Authority - Section 5301 of Title 5 of the U.S. Code authorizes collection of this information.

Purposes and Uses - The information becomes a part of the City of Las Vegas, Nevada's Human Resources database. The primary use of the information is to conduct background checks of key individuals. The information may be used in and disclosure may be made to (1) W-2 forms for transmittal to IRS and State and select local Governments; (2) Quarterly reports to IRS; and (3) Law enforcement. Data is aggregated to prepare various reports to the Office of Personnel Management (OPM), the Treasury and other agencies, but such reports do not include information by name or other identifying numbers or characteristics.

Effects of Nondisclosure - Failure to supply the information may result in proposed Public Attorney not being awarded a contract to perform sensitive services.

****Attach biographical data forms** pursuant to the Rules of Professional Conduct (RPC) 1.4(c) as amended October 22, 2008, and current resumes which identify particular experience and/or skills that would be applicable to the services required for each attorney.

Fingerprint requirement to be completed within 30 days of the first date of Public Attorney service.

ATTACHMENT 3

COMPANY'S NOTICE OF INTENT TO SUBMIT HOURLY BILLING

Public Attorney or Alternate Public Attorney: **Date Submitted:**

Client Name	Case/Docket No.	Charge(s)	Projected Hours

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Bellon Law Group, Ltd.	
Address: 732 S. 6th Street, Suite 102	**City / ST / Zip:** Las Vegas, Nevada, 89101
Telephone: (702) 452-6299	**EIN or DUNS :** 88-0364545
Block 2: Description / Subject Matter of Contract	
Services for: City of LV Public Attorney for Indigent Defendants	**Project Number:** 220097-PH

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Peter J. Bellon, Owner	732 S. 6th Street, Suite 102, Las Vegas, NV, 89101	(702) 452-6299
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

March 22, 2022
Date

Subscribed and sworn to before me this 22nd day of March, 2022

_____
Notary Signature

SHARI KENDRICK
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 21-2707-01
MY APPT. EXPIRES JULY 06, 2025

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Bellon Law Group, Ltd.	
Address: 732 S. 6th Street, Suite 102	**City / ST / Zip:** Las Vegas, Nevada, 89101
Telephone: (702) 452-6299	**EIN or DUNS :** 88-0364545
Block 2: Description / Subject Matter of Contract	
Services for: City of LV Public Attorney for Indigent Defendants	**Project Number:** 220097-PH

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Peter J. Bellon, Owner	732 S. 6th Street, Suite 102, Las Vegas, NV, 89101	(702) 452-6299
2			
3			
4			
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If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

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Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

March 22, 2022
Date

Subscribed and sworn to before me this 22nd day of March, 2022

_____
Notary Signature

SHARI KENDRICK
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 21-2707-01
MY APPT. EXPIRES JULY 06, 2025

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
21

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

SUBJECT:
For possible action to approve award of Modification No. 2 to Contract No. 180289-MC, Landscape Maintenance Equipment Service and Repairs - Department of Parks and Recreation - Award recommended to: KEITH EZZO DBA REEL XCLUSIVE (Not-to-Exceed $70,000 Annually - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $70,000 Annually
Funding Source: General Fund
Dept./Division: Parks and Recreation

PURPOSE/BACKGROUND:
On October 15, 2018, the Purchasing and Contracts Manager awarded this contract to the lowest responsive and responsible bidder, for service and repair of the City's landscape maintenance equipment. Modification No. 2 increases the annual not-to-exceed contract amount by $70,000 to account for expansion of services. Keith Ezzo dba Reel Xclusive is a local company with an office in North Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 180289-MC

CONTRACT MODIFICATION NO. 2

180289-MC LANDSCAPE MAINTENANCE EQUIPMENT SERVICE AND REPAIRS

THIS MODIFICATION NO. 1 is being entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Keith Ezzo, (hereinafter the "Company"), an individual doing business as Reel Xclusive in the City of Las Vegas, in the State of Nevada, having its principal office located at 3355 Clayton St., Ste #12, North Las Vegas, NV 89032.

The purpose of this Modification is to increase the annual contract amount.

The Contract between the City and the Company dated October 15, 2018, and revised on February 7, 2022 pursuant to Modification No. 1 is hereby modified as follows:

1. Section A-2 Contract Amount

REFERENCE: A-2

DELETE: The Contract Amount shall not exceed $125,625 per year.

ADD: The Contract Amount shall not exceed $195,625 per year.

2. General

In the event of any conflict between the Contract and this modification, the provisions of this Modification No. 2 take precedence. All other Contract terms and conditions remain unchanged.

[THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LAS VEGAS

Tonya Kemble
Manager, Purchasing & Contracts — Date

KEITH EZZO DBA REEL XCLUSIVE

Keith Ezzo
Owner — 5-16-22 Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk — Date

APPROVED AS TO FORM:

John S. Ridilla — 5/10/22

Deputy City Attorney — Date

John S. Ridilla
Chief Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
22

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Cannabis Distributor license for 3AP INC dba NATURE'S CHEMISTRY at 3020 North Nellis Boulevard - Clark County, Nevada

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Cannabis Distributor license

RECOMMENDATION:
Staff recommends APPROVAL of a Temporary Cannabis Distributor license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

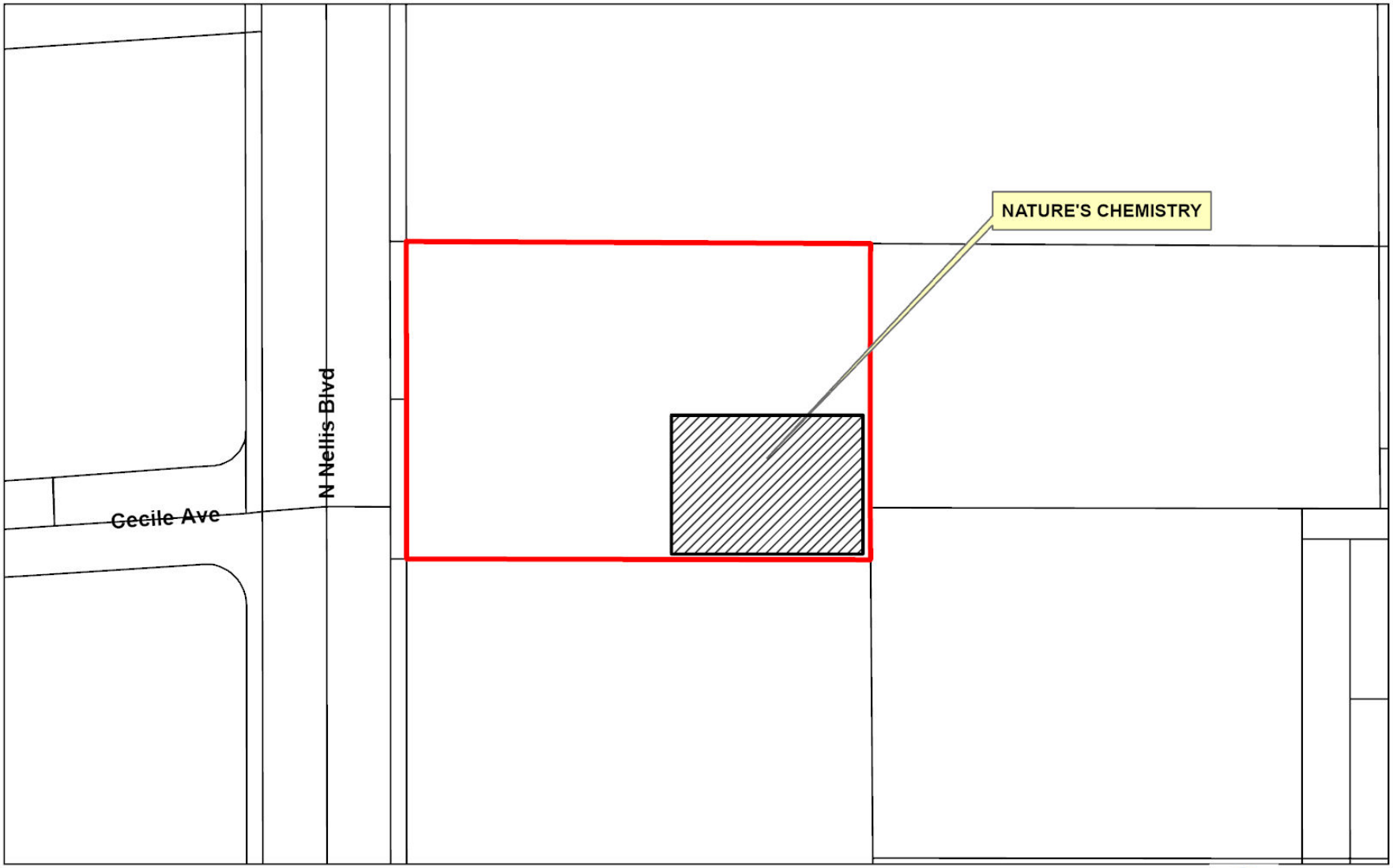
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 1, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Cannabis Distributor license for 3AP INC dba NATURE'S CHEMISTRY at 3020 North Nellis Boulevard - Clark County, Nevada

OWNERSHIP:

3AP INC

Alexander Amelburu, Treasurer, Shareholder
Andrew Hitchcock, Director, Shareholder
Arash Yazdanpanah, President, Shareholder
Payam Yazhanpanah, Secretary, Shareholder



NATURE'S CHEMISTRY

3020 North Nellis Boulevard
Clark County

Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, May 9, 2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a One-Day Opening for a Non-Restricted Gaming license UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at MOULIN ROUGE at 840 West Bonanza Road - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a One-Day Opening for a Non-Restricted Gaming license on June 13, 2022 from 6:00am – 2:00pm to retain the non-conforming land use rights for Moulin Rouge (16 slots).

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

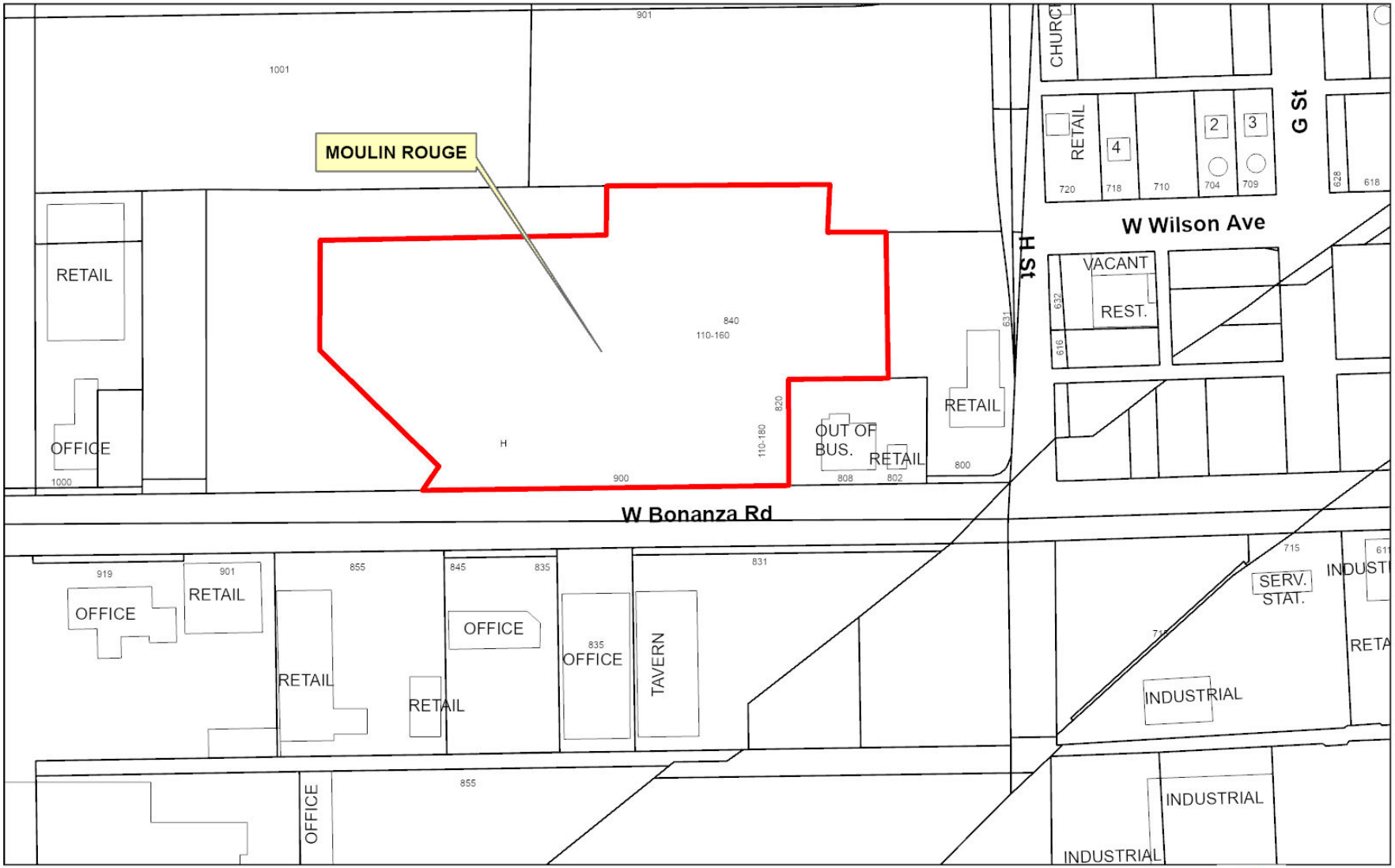
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 1, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a One-Day Opening for a Non-Restricted Gaming license UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at MOULIN ROUGE at 840 West Bonanza Road - Ward 5 (Crear)

OWNERSHIP:

UNITED COIN MACHINE CO

Steven W. Arntzen, President, Director
Heidi H. Schmalz, Secretary, Treasurer, Director
Timothy W. Cogswell, Vice President, General Manager
Century Gaming, Inc, Shareholder
Steven W. Arntzen, President, Director, Shareholder
Heidi H. Schmalz, Secretary, Treasurer, Director, Shareholder



MOULIN ROUGE

840 West Bonanza Road

Ward 5

Subject Property

City Limits

Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, May 11, 2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

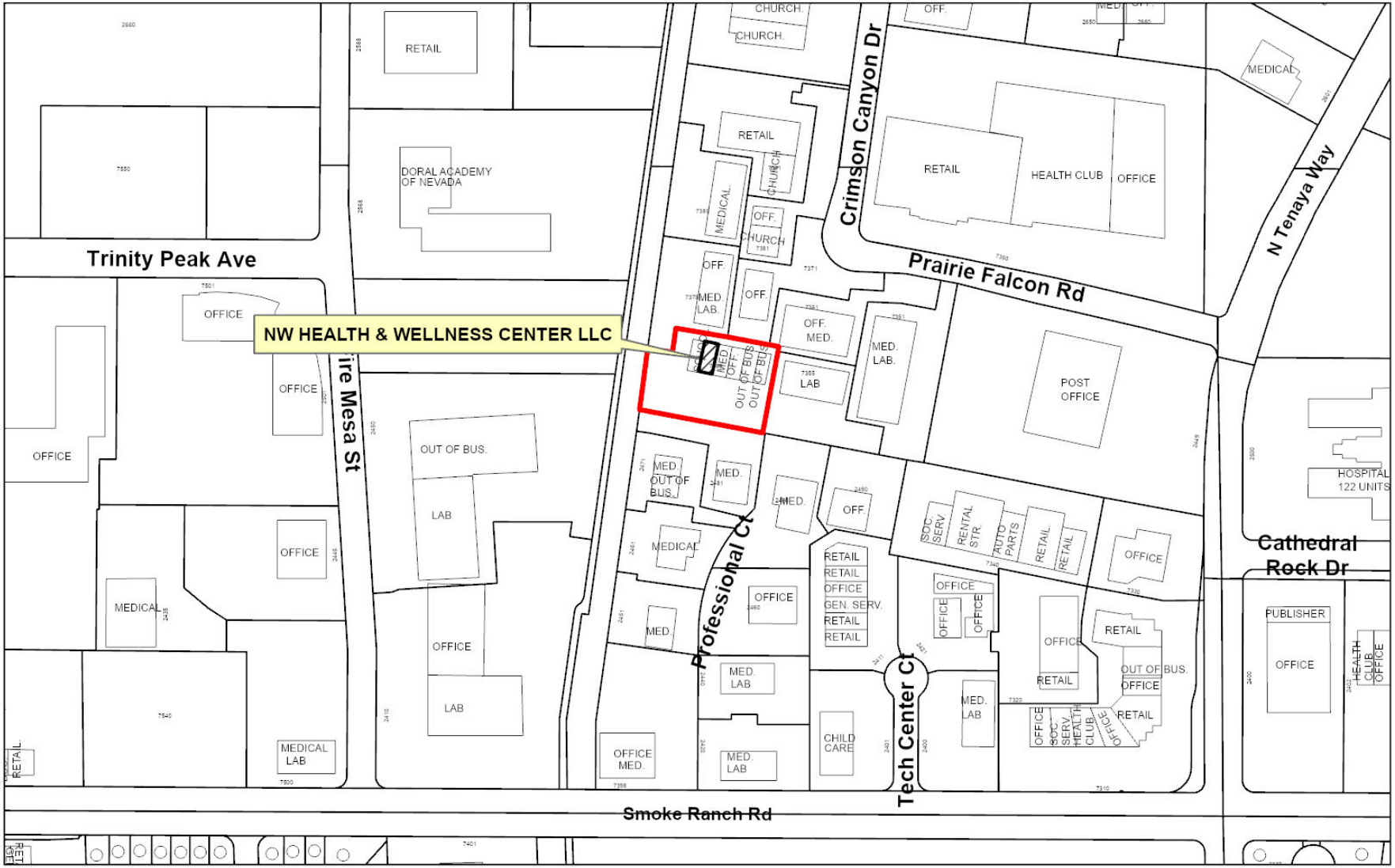
SUBJECT:
For possible action to approve a Massage Establishment (Accessory) license for NW HEALTH & WELLNESS CENTER LLC dba NW HEALTH & WELLNESS CENTER LLC at 7365 Prairie Falcon Road, Suite #110 [John T Kenny, Managing Member] - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Massage Establishment (Accessory) license.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



NW HEALTH & WELLNESS CENTER LLC

7365 PRAIRIE FALCON ROAD, SUITE #110

Ward 1

Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, May 16, 2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
25

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1094 - Supplemental No. 5 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total funding for engineering for the Citywide Traffic Engineering Design Services: Fiscal Year 2020 City of Las Vegas Project ($150,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $150,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1094 for engineering design for the Citywide Traffic Engineering Design Services: Fiscal Year 2020 City of Las Vegas Project. This Supplemental No. 5 Contract will provide an additional $150,000 to complete the project. Total funding for the project from Highway Improvement fund shall not exceed $3,450,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1094 - Supplemental No. 5

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5
CITYWIDE TRAFFIC ENGINEERING DESIGN SERVICES
FISCAL YEAR 2020 CITY OF LAS VEGAS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5 is made and entered into this 14TH day of April 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1094 dated July 11, 2019, and supplemental interlocal contracts dated November 14, 2019, March 12, 2020, June 10, 2021, and September 9, 2021, for Citywide Traffic Engineering Design Services, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY wishes to increase total PROJECT funding; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence and Paragraphs 1 and 2 shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

1. The total cost for this contract shall not exceed $3,450,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $3,150,000.00
    b. RIGHT-OF-WAY not to exceed $300,000.00
    c. CONSTRUCTION not to exceed $0.00

The remainder of Interlocal Contract #1094 dated July 11, 2019, and supplemental interlocal contracts dated November 14, 2019, March 12, 2020, June 10, 2021, and September 9, 2021, shall remain unchanged.

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 5 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54G481...
DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25085C7F8458...
MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...
RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____
CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
26

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

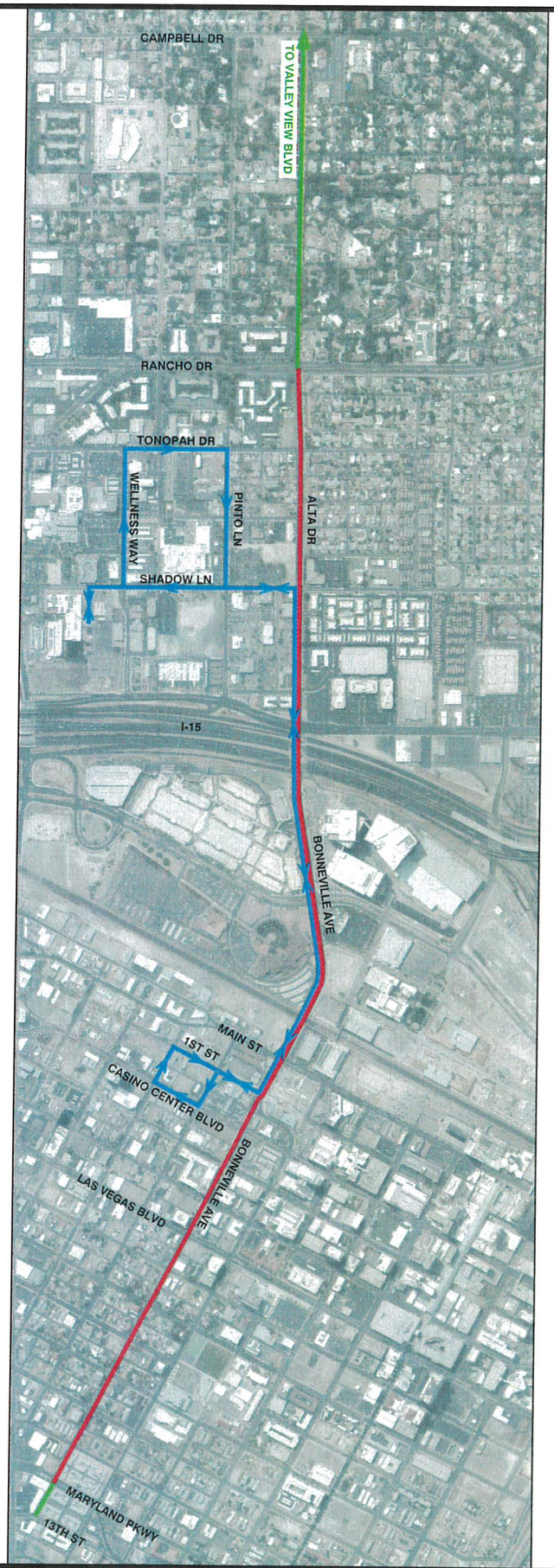
SUBJECT:
For possible action to approve a temporary change of the speed limit on Alta Drive from Rancho Drive to Martin Luther King Boulevard and Bonneville Avenue from Martin Luther King Boulevard to Maryland Parkway from 30 mph to 25 mph - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The CLV is a partner to the Regional Transportation Commission of Southern Nevada (RTC) in their implementation of the GoMed autonomous vehicle pilot project. The project will provide accessible mobility for patients, staff, medical students, and the public via shuttles traveling between the Bonneville Transit Center Downtown transit hub to the Las Vegas Medical District along a pre-defined route. The autonomous vehicles will be limited to operate at 25 mph and will maintain the required speed throughout operating hours. In support of this project, the Transportation Engineering Division at the CLV recommends a temporary lowering of the speed limit from 30 mph to 25 mph to accommodate the slower-moving autonomous vehicles along Alta Drive/Bonneville Avenue from Rancho Drive to Maryland Parkway. This change would be effective with implementation of the GoMed Pilot, which will begin operations in 2023 and continue for 24 months.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Exhibit Map



LEGEND

- CURRENT POSTED SPEED LIMIT: 25 MPH
- DECREASE SPEED LIMIT FROM 30 MPH TO 25 MPH
- GOMED ROUTE

NORTH

GRAPHIC SCALE
1000 0 1000 2000
(IN FEET)

F:\PW_TRAFFIC\LIA\EXHIBITS\ALTA SPEED LIMIT.DWG
3/30/22

DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION ENGINEERING
DATE: MARCH 2022 DRAWN BY: LG
SHEET: 1 OF 1

ALTA DR. / BONNEVILLE AVE. SPEED LIMIT CHANGE

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
27

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve the installation of speed cushions on Mello Avenue between Bradley Road and Jones Boulevard Drive ($70,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $70,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

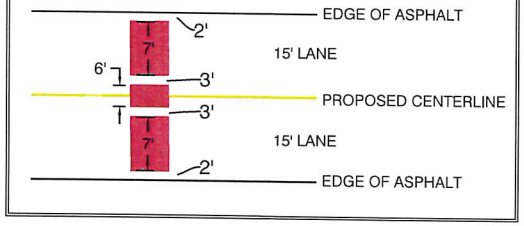
PURPOSE/BACKGROUND:
The Transportation Engineering Division received a request from the residents living along Mello Avenue to perform a speed study between Bradley Road and Jones Boulevard. A study was conducted and found this segment to be a candidate for the installation of speed cushions based on guidance from the Federal Highway Administration and Institute of Transportation Engineers. The City of Las Vegas's (CLV) Fire Department will support this installation in accordance with the CLV Fire #6631 Traffic Calming Devices as long as they meet all required specifications set forth by the CLV. The Traffic and Parking Commission recommended approval of the speed cushions on Mello Avenue between Bradley Road and Jones Boulevard at their meeting on April 28, 2022.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Exhibit Map



SPEED CUSHION LAYOUT



SPEED CUSHION LOCATION IS APPROXIMATE,
EXACT LOCATION TO BE SET IN FIELD.



EXAMPLE SPEED CUSHION LAYOUT ON 15TH STREET

MELLO AVENUE EXHIBIT
JONES BOULEVARD TO BRADLEY ROAD

City Council - Page 362 CUSHION LOCATIONS

DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION ENGINEERING

DATE: MARCH 2022 DRAWN BY: LG

SHEET: 1 OF 1

F:\PW_TRAFFIC\COUNTS\0_NTMP STUDIES\0_PROJECTS MELLO\CAD\MELLO AVE SPEED HUMP LOCATIONS.DWG 5/10/22

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
28

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 3026 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the preliminary design of roadway improvements for the Owens Avenue, Rancho Drive to Las Vegas Wash Project, associated with the Owens Avenue/Vegas Drive Interceptor Sewer and Flood Coordination Project ($600,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $600,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding for the preliminary design of roadway improvements for the Owens Avenue, Rancho Drive to Las Vegas Wash Project, associated with the Owens Avenue/Vegas Drive Interceptor Sewer and Flood Coordination Project. The roadway improvements may include new pavement, curb, gutter, sidewalks, upgraded streetlighting, traffic signal modifications, pedestrian and bicycle safety enhancements, Americans with Disabilities Act (ADA) upgrades, and any other appurtenances necessary to construct a complete and functional project. Total funding for the project from the Highway Improvement Acquisition fund shall not exceed $600,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 3026

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

INTERLOCAL CONTRACT
OWENS AVENUE
RANCHO DRIVE TO LAS VEGAS WASH

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the CITY intends to improve Owens Avenue, Rancho Drive to Las Vegas Wash, 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 Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the design 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 applies to roadway improvements associated with the Owens Avenue, Rancho Drive to Las Vegas Wash project. The work shall include new pavement, curb, gutter, sidewalks, upgraded street lighting, traffic signal modifications, pedestrian and bicycle safety enhancements, Americans with Disability Act upgrades, and any other appurtenances necessary to construct a complete and functional project. The PROJECT is further described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed $600,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

a. ENGINEERING not to exceed $600,000.00
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, 2027. 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.

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

IN WITNESS WHEREOF, this Interlocal Contract #3026 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 07F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22

Deputy City Attorney

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD



Exhibit A

2/22/2022

OWENS AVENUE - RANCHO DRIVE TO LAS VEGAS WASH

N:\pavement\RWPGIS\Greg\Exhibit As\Owens Avenue Exhibit A.mxd

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
29

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 3025 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction of the Safety Upgrade Program, City of Las Vegas Fiscal Year 2022 ($1,000,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $1,000,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding for the construction of the City of Las Vegas' Safety Upgrade Program for Fiscal Year 2022. The basic improvements may include traffic safety studies and mitigation, signage and markings, pedestrian flashers, bicycle lanes, traffic calming enhancements, traffic signal modifications, median island adjustments, and any other safety related improvements. Total funding for the program from Highway Improvement Acquisition fund shall not exceed $1,000,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 3025

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

INTERLOCAL CONTRACT
SAFETY UPGRADE PROGRAM
CITY OF LAS VEGAS FISCAL YEAR 2022

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the CITY intends to improve Safety Upgrade Program, City of Las Vegas Fiscal Year 2022, 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 Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the construction 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 applies to basic improvements which may include traffic safety studies and mitigation, signage and markings, pedestrian flashers, bicycle lanes, traffic calming enhancements, traffic signal modifications, median island adjustments, and any other safety related improvements.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed $1,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

//

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

a. ENGINEERING not to exceed $0.00
b. RIGHT-OF-WAY not to exceed $0.00
c. CONSTRUCTION not to exceed $1,000,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design, and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition, and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2027. 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.

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DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

IN WITNESS WHEREOF, this Interlocal Contract #3025 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 07F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22

Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
30

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 3024 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction of the Intersection Improvement Program, City of Las Vegas Fiscal Year 2022 ($2,500,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $2,500,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding for the construction of the CLV's Intersection Improvement Program for Fiscal Year 2022. The basic improvements may include new traffic signals and modifications, intersection improvements, streetlighting, median islands, signage and pavement markings, Intelligent Transportation Systems (ITS) improvements, and any other related improvements. Total funding for the program from Highway Improvement Acquisition fund shall not exceed $2,500,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 3024

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

INTERLOCAL CONTRACT
INTERSECTION IMPROVEMENT PROGRAM
CITY OF LAS VEGAS FISCAL YEAR 2022

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the CITY intends to create the Intersection Improvements Program, City of Las Vegas Fiscal Year 2022, 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 Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the construction 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 applies to basic improvements which may include new traffic signals and modifications, intersection improvements, street lighting, median islands, signage and pavement markings, Intelligent Transportation Systems (ITS) improvements, and any other related improvements.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed $2,500,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
    a. ENGINEERING not to exceed $0.00

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

b. RIGHT-OF-WAY not to exceed $0.00
c. CONSTRUCTION not to exceed $2,500,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design, and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition, and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2027. 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.

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DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

IN WITNESS WHEREOF, this Interlocal Contract #3024 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22

Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
31

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 3023 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction of the 7th Street, Bridger Avenue to Stewart Avenue Project ($9,600,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $9,600,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding for the construction of the 7th Street, Bridger Avenue to Stewart Avenue Project. The improvements consists of replacing pavement, striping bicycle lanes, widening sidewalks, traffic signal upgrades, intersection improvements, utility relocation, upgraded streetlighting, Americans with Disabilities Act (ADA) improvements, complete street elements as feasible, and any other appurtenances necessary to construct a complete and functional project. Total funding for the project from the Highway Improvement fund shall not exceed $9,600,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 3023

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

INTERLOCAL CONTRACT
7TH STREET
BRIDGER AVENUE TO STEWART AVENUE

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the CITY intends to improve 7th Street, Bridger Avenue to Stewart Avenue, 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 Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the construction 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 applies to roadway improvements associated with 7th Street, Bridger Avenue to Stewart Avenue. The basic improvements include replacing pavement, striping bicycle lanes, widening sidewalks, traffic signal upgrades, intersection improvements, utility relocation, upgraded street lighting, Americans with Disabilities Act (ADA) improvements, complete street elements as feasible, and any other appurtenances necessary to construct a complete and functional project. The PROJECT is further described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Fund as outlined below:

1. The total cost for this contract shall not exceed $9,600,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

a. ENGINEERING not to exceed $0.00
b. RIGHT-OF-WAY not to exceed $0.00
c. CONSTRUCTION not to exceed $9,600,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design, and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition, and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2027. 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.

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

IN WITNESS WHEREOF, this Interlocal Contract #3023 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25085C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

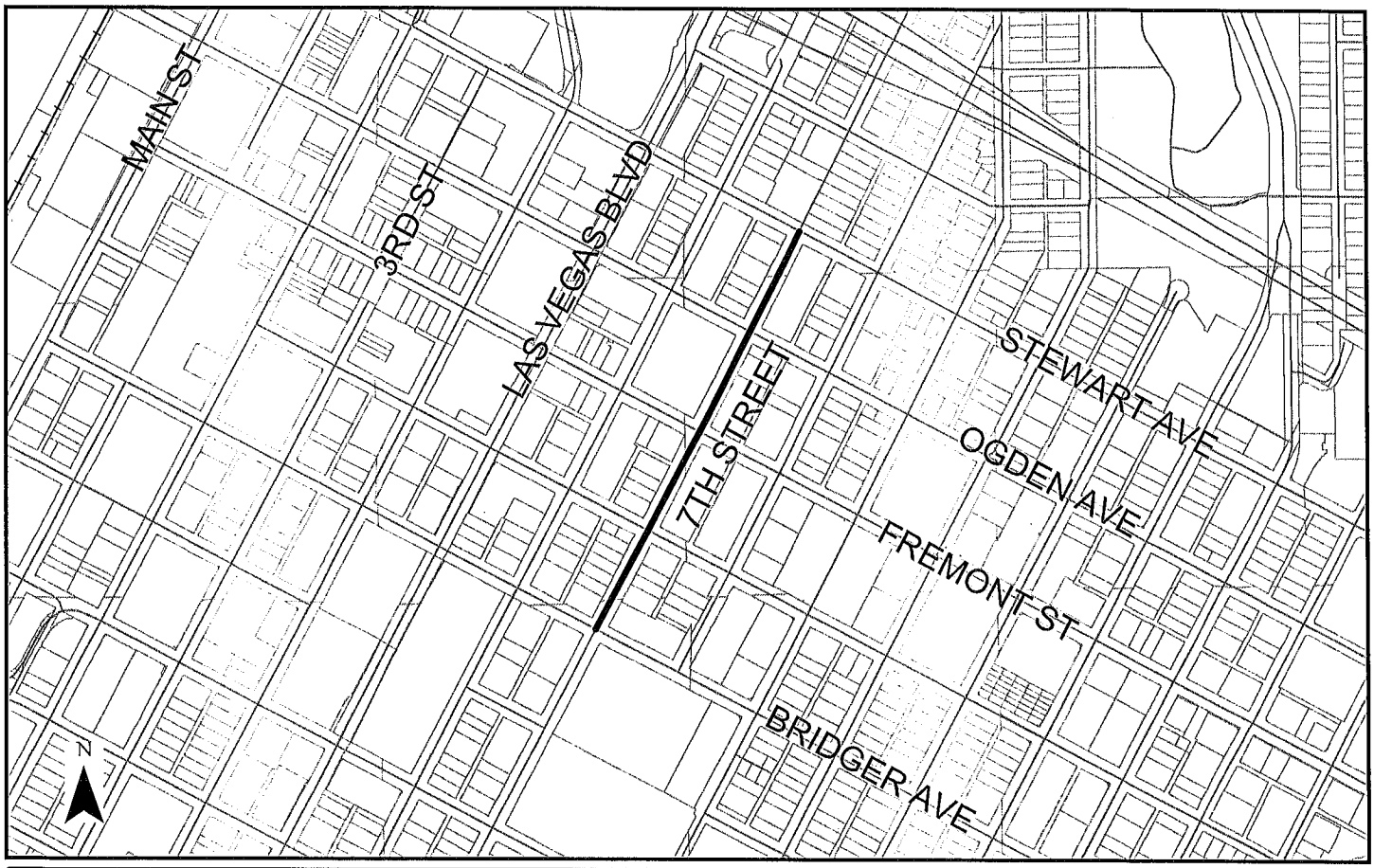
Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22

Deputy City Attorney

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD



2/10/2022

EXHIBIT A

7TH STREET,
BRIDGER AVENUE TO STEWART AVENUE

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
32

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 3022 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction of the Complete Streets - Charleston Boulevard, Martin Luther King Boulevard to Rancho Drive Project ($26,300,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $26,300,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding for the construction of the Complete Streets - Charleston Boulevard, Martin L. King, Jr. Boulevard to Rancho Drive Project. The improvements consists of new pavement, mill and overlay of existing pavements, curb, gutter, sidewalk widening where feasible, storm drain upgrades, bike lanes, enhanced streetlighting, pedestrian crossings, landscaping, Americans with Disabilities Act (ADA) improvements, and any other appurtenances necessary to complete the project. Total funding for the project from the Highway Improvement fund shall not exceed $26,300,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 3022

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

INTERLOCAL CONTRACT
COMPLETE STREETS – CHARLESTON BOULEVARD
MARTIN L. KING BOULEVARD TO RANCHO DRIVE

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the CITY intends to improve Complete Streets, Martin L. King Boulevard to Rancho Drive, 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 Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the construction 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 applies to constructing new pavement, mill and overlay of existing pavements, curb, gutter, sidewalk widening where feasible, storm drain upgrades, bike lanes, enhanced street lighting, pedestrian crossings, landscaping, Americans with Disabilities Act (ADA) improvements, and any other appurtenances necessary to complete the project. The PROJECT is further described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Fund as outlined below:

1. The total cost for this contract shall not exceed $26,300,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

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a. ENGINEERING not to exceed $ 0.00
b. RIGHT-OF-WAY not to exceed $ 0.00
c. CONSTRUCTION not to exceed $ 26,300,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design, and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition, and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2027. 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.

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IN WITNESS WHEREOF, this Interlocal Contract #3022 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8438...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22

Deputy City Attorney

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD



3/14/2022

Exhibit A

COMPLETE STREETS: CHARLESTON BOULEVARD, MARTIN L. KING BOULEVARD TO RANCHO DRIVE

N:\pavement\RWPGIS\Greg\Exhibit As\Complete Streets Charleston Blvd Exhibit A.mxd

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
33

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 3021 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the construction and maintenance of the Neighborhood Rehabilitation Program: City of Las Vegas Fiscal Year 2022 ($650,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $650,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding for the construction and maintenance of the CLV's Neighborhood Rehabilitation Program for Fiscal Year 2022. The basic improvements may include traffic safety studies and mitigation, signage and markings, pedestrian upgrades, bicycle lanes, traffic calming enhancements, crosswalks, Americans with Disabilities Act (ADA) accessibility, and any other non-standard items on minor roadways. Total funding for the program from Highway Improvement Acquisition fund shall not exceed $650,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 3021

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

INTERLOCAL CONTRACT
NEIGHBORHOOD REHABILITATION PROGRAM
CITY OF LAS VEGAS FISCAL YEAR 2022

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the CITY intends to commence the Neighborhood Rehabilitation Program, City of Las Vegas Fiscal Year 2022, 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 Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the construction 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 applies to the construction and maintenance of public roadways where right-of-way is less than 80 feet. The basic improvements may include traffic safety studies and mitigation, signage and markings, pedestrian upgrades, bicycle lanes, traffic calming enhancements, crosswalks, Americans with Disabilities Act accessibility, and any other non-standard items on minor roadways.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed $650,000.00.

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2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $0.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $650,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design, and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition, and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2027. 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.

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

IN WITNESS WHEREOF, this Interlocal Contract #3021 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Maria DuBois 67E25985C7E8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22

Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
34

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Fifth Supplemental Interlocal Contract LAS23I17 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to June 30, 2025 for the Centennial Parkway Channel West - US-95, CC-215 to Grand Teton and US-95 Crossing at Kyle Canyon Road Project - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On March 9, 2017, the CCRFCD entered into an interlocal contract with the CLV to provide funding for construction and construction management for the Centennial Parkway Channel West - US-95, CC-215 to Grand Teton Project. On May 18, 2017, a First Supplemental Interlocal Contract was approved to increase construction funding, change the scope of the project and formally change the name of the project. On January 11, 2018, a Second Supplemental Interlocal Contract was approved to increase funding and extend the project completion date. On April 9, 2020, a Third Supplemental Interlocal Contract was approved to add a line item for entity construction management labor costs and extend the project completion date. On February 11, 2021, a Fourth Supplemental Interlocal Contract was approved to decrease project funding. This Fifth Supplemental Interlocal Contract is to extend the contract expiration date to June 30, 2025. The CCRFCD approved this interlocal contract at their April 14, 2022, board meeting

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Fifth Supplemental Interlocal Contract LAS23I17

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT
CENTENNIAL PARKWAY CHANNEL WEST – US95,
CC215 TO GRAND TETON AND US95 CROSSING AT KYLE CANYON ROAD

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT (CONTRACT) made and entered into as of the 14th day of April, 2022 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number MOLC 0149 and CN95 0000, 0068, 0104 and 0167, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, the DISTRICT and the CITY entered into an Interlocal Contract dated March 9, 2017, First Supplemental Interlocal contract dated May 18, 2017, Second Supplemental Interlocal Contract dated January 11, 2018, Third Supplemental Interlocal Contract dated April 9, 2020 and fourth Supplemental Interlocal Contract dated February 11, 2021; and,

WHEREAS, the CITY desires to extend the project completion date for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraphs 8, 12 and 16 shall be revised to read as follows:

8. Applicable portions of the current editions of the Clark County Regional Flood Control District Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by

the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

12. Accurate documentation of all work performed and payments made will be maintained by the CITY in accordance with applicable state laws and retention policies of the CITY.

16. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2025. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated March 9, 2017, First Supplemental Interlocal Contract dated May 18, 2017, Second Supplemental Interlocal Contract dated January 11, 2018, Third Supplemental Interlocal Contract dated April 9, 2020 and Fourth Supplemental Interlocal Contract dated February 11, 2021 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Fifth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

Date of District Action

April 14, 2022

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/27/22
Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

Regional Flood Control District

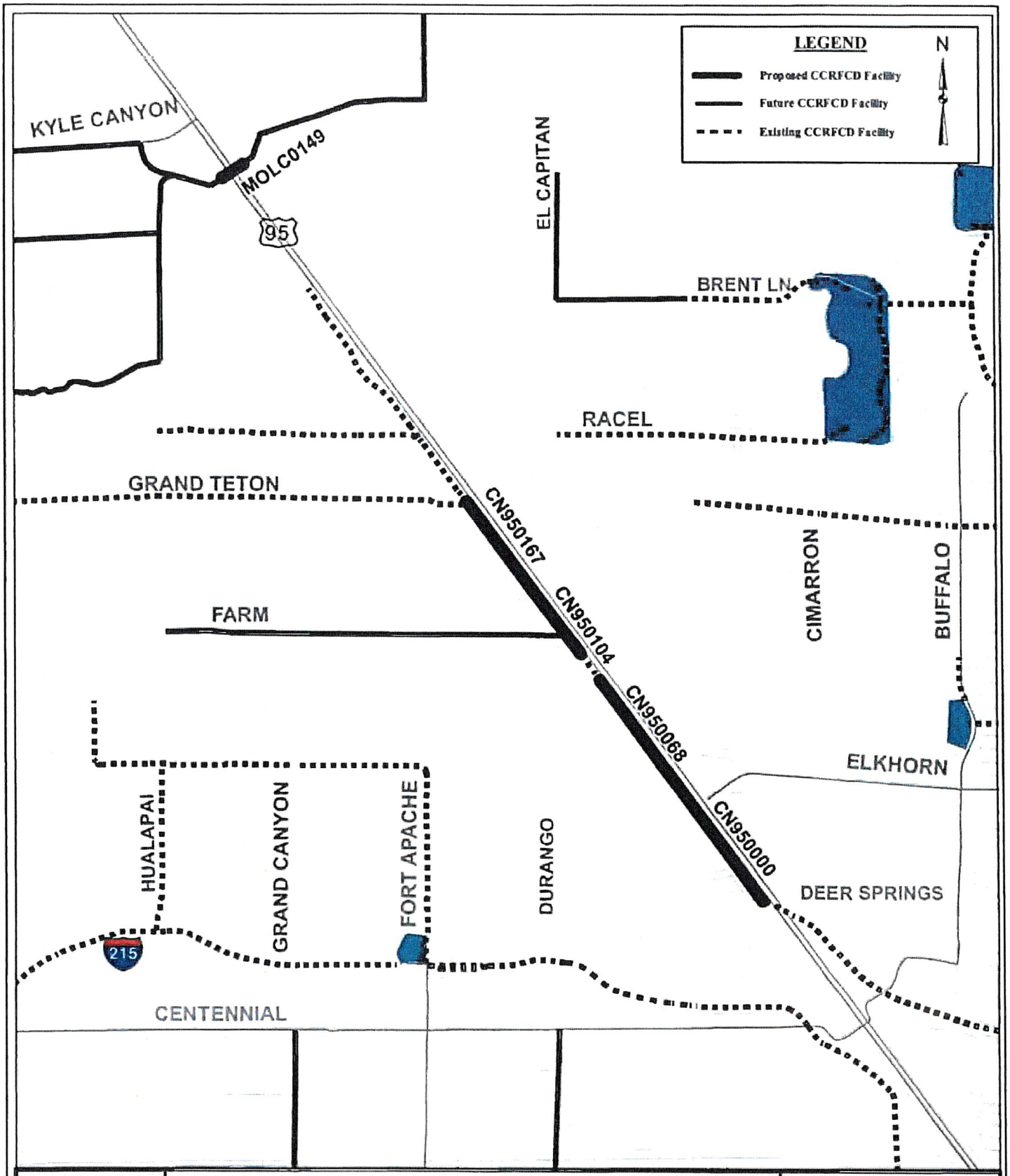
By: Debra March
Debra March (Apr 19, 2022 11:31 PDT)
DEBRA MARCH
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: christopher figgins
christopher figgins (Apr 19, 2022 08:46 PDT) Apr 19, 2022
Christopher Figgins Date
RFCD Attorney



Public Works
Flood Control Planning

EXHIBIT A
CENTENNIAL PKWY CHANNEL WEST - US95, CC215 TO GRAND TETON, AND US95 CROSSING AT KYLE CANYON ROAD (LAS23I17)

SCALE: 1:30,000
DRAWING NAME: CentennialPkwyWest_95_215_GrandTeton.mxd
DRAWN BY: C. JONES
DATE: 01/13/2021
SHEET NUMBER 1 OF 1

Document Path: M:\EXHIBIT_PROJECTS\RFCD\CentennialPkwyWest_95_215_GrandTeton.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
35

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract LAS05N22 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the construction of Meadows - Charleston Storm Drain, Essex to Lindell Project ($16,038,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $16,038,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Meadows - Charleston Storm Drain, Essex to Lindell Project is identified in the CCRFCD's 2018 Las Vegas Valley Master Plan Update as Facility Numbers MECN 0000 and 0061. The project consists of construction of a storm drain ranging in size from 8' x 6' RCB to 9' x 8' RCB and associated collection facilities along Charleston Boulevard from Essex Drive to Lindell Road. This project will alleviate flooding along Charleston Boulevard from Essex Drive to Lindell Road and surrounding neighborhood. The CCRFCD approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract LAS05N22

INTERLOCAL CONTRACT

MEADOWS – CHARLESTON STORM DRAIN, ESSEX TO LINDELL

THIS INTERLOCAL CONTRACT (CONTRACT) made and entered into as of the 14th day of April, 2022 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and City of Las Vegas hereinafter referred to as (CITY).

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update (MPU) Flood Control Master Plan Update as Structures MECN 0000 and 0061, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to construction and construction management associated with the Meadows – Charleston Storm Drain, Essex to Lindell. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below (insert separate statement for each phase listed in VI.B):

1. The Construction Cost shall not exceed $15,078,000.

2. The Construction Management shall not exceed $860,000.

3. The Entity Construction Management Labor shall not exceed $100,000.

3. The total cost of this CONTRACT shall not exceed $16,038,000 which includes all the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the PROJECT. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract must be approved by the Board to increase the total cost of the CONTRACT noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will use its best efforts to award the bid for this PROJECT by November 1, 2022. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. PROJECT delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the Board. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether PROJECT funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract associated with the PROJECT and discontinue funding for the remainder of the PROJECT. Funding already spent or appropriated by the CITY will not be required to be refunded to the DISTRICT.

PROJECT funding can be reconsidered at any time when the CITY can demonstrate that the PROJECT can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

4. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

5. The CITY will require appropriate financial security for the construction of the PROJECT.

6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

7. Applicable portions of the current editions of the Clark County Regional Flood Control District Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for PROJECT costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Predesign Engineering
    b. Design Engineering
    c. Entity Design Labor
    d. Right-of-way
    e. Environmental
    f. Emergency Action Plan
    g. Flood Map Revision
    h. Construction
    i. Construction Management
    j. Entity Construction Management Labor

k. Landscape Construction
l. Other

11. Accurate documentation of all work performed and payments made will be maintained by the CITY in accordance with applicable state laws and retention policies of the CITY.

12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this CONTRACT which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to April 30, 2025. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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16. This CONTRACT may be executed in multiple counterparts, each of which shall be deemed an original CONTRACT and each of which shall constitute one and the same CONTRACT. The counterparts of this CONTRACT may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Date of District Action:

April 14, 2022

REGIONAL FLOOD CONTROL DISTRICT

BY: Debra March
Debra March (Apr 19, 2022 11:31 PDT)

Debra March, Chair

ATTEST:

Deanna Hughes

Deanna Hughes
Secretary to the Board

Approved as to Form:

BY: christopher figgins
christopher figgins (Apr 19, 2022 08:46 PDT)

Christopher Figgins
District Attorney

****

Date of Council Action:

CITY OF LAS VEGAS

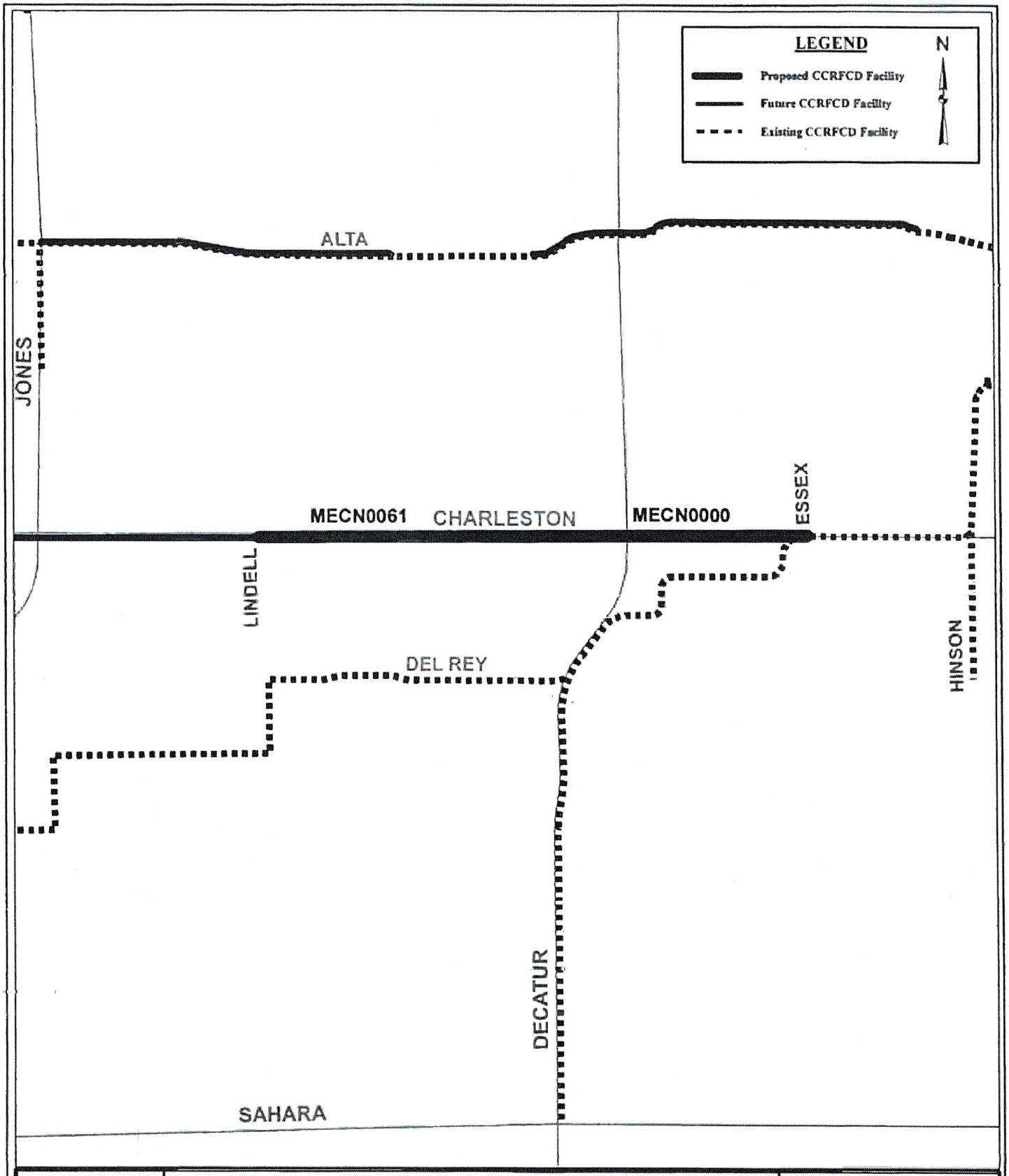
BY:
Carolyn G. Goodman, Mayor

ATTEST:

John S. Ridilla 4/27/22

Deputy City Attorney

John S. Ridilla
Chief Deputy City Attorney



Public Works
Flood Control Planning

EXHIBIT A
MEADOWS - CHARLESTON STORM DRAIN, ESSEX TO LINDELL
(LAS05N22)

SCALE: 1:13,000
DRAWING NAME: Meadows_Charleston_Essex_Lindell.mxd
DRAWN BY: OKWON
DATE: 03/08/2022
SHEET NUMBER 1 OF 1

Document Path: R:\flood\chjones\EXHIBIT_PROJECTS\RFCD\Meadows_Charleston_Essex_Lindell_Const.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
36

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS30A13 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to June 30, 2025 for the Gowan - Alexander Road, Rancho Drive to Decatur Boulevard Project - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On July 11, 2013, the CCRFCD entered into an interlocal contract with the CLV to provide design engineering, right-of-way and environmental mitigation funding for the Gowan - Alexander Road, Rancho Drive to Decatur Boulevard Project. On May 23, 2019, a First Supplemental Interlocal Contract was approved to extend the project completion date. This Second Supplemental Interlocal Contract extends the contract expiration date to June 30, 2025. The CCRFCD approved this contract at their April 14th, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Supplemental Interlocal Contract LAS30A13

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN – ALEXANDER ROAD, RANCHO DRIVE TO
DECATUR BOULEVARD

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT (CONTRACT) made and entered into as of the 14th day of April, 2022 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Number GOAL 0000, hereinafter referred to as "PROJECT"; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Numbers GOAL 0000, 0056, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, the DISTRICT and the CITY entered into an Interlocal Contract dated July 11, 2013 and First Supplemental Interlocal contract dated May 23, 2019; and,

WHEREAS, the CITY desires to extend the project completion date for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II – PROJECT COSTS, shall be revised to read as follows:

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. The engineering and design shall not exceed $706,938.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $3,000.

3. Environmental Mitigation in an amount not to exceed $2,000.

4. The total cost of this CONTRACT shall not exceed $711,938 which includes all the items described in the paragraphs above.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the PROJECT. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract must be approved by the Board to increase the total cost of the CONTRACT noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraphs 6, 9, 10, 14 and 15 shall be revised/added to read as follows:

6. Applicable portions of the current editions of the Clark County Regional Flood Control District Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for PROJECT costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

   a. Predesign Engineering
   b. Design Engineering
   c. Entity Design Labor
   d. Right-of-way
   e. Environmental
   f. Emergency Action Plan
   g. Flood Map Revision
   h. Construction
   i. Construction Management
   j. Entity Construction Management Labor
   k. Landscape Construction
   l. Other

10. Accurate documentation of all work performed and payments made will be maintained by the CITY in accordance with applicable state laws and retention policies of the CITY.

14. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2025. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

15. This CONTRACT may be executed in multiple counterparts, each of which shall be deemed an original CONTRACT and each of which shall constitute one and the same CONTRACT. The counterparts of this CONTRACT may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The remainder of the original Interlocal Contract dated July 11, 2013 and First Supplemental Interlocal contract dated May 23, 2019 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

Date of District Action

April 14, 2022

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/27/22
Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

Regional Flood Control District

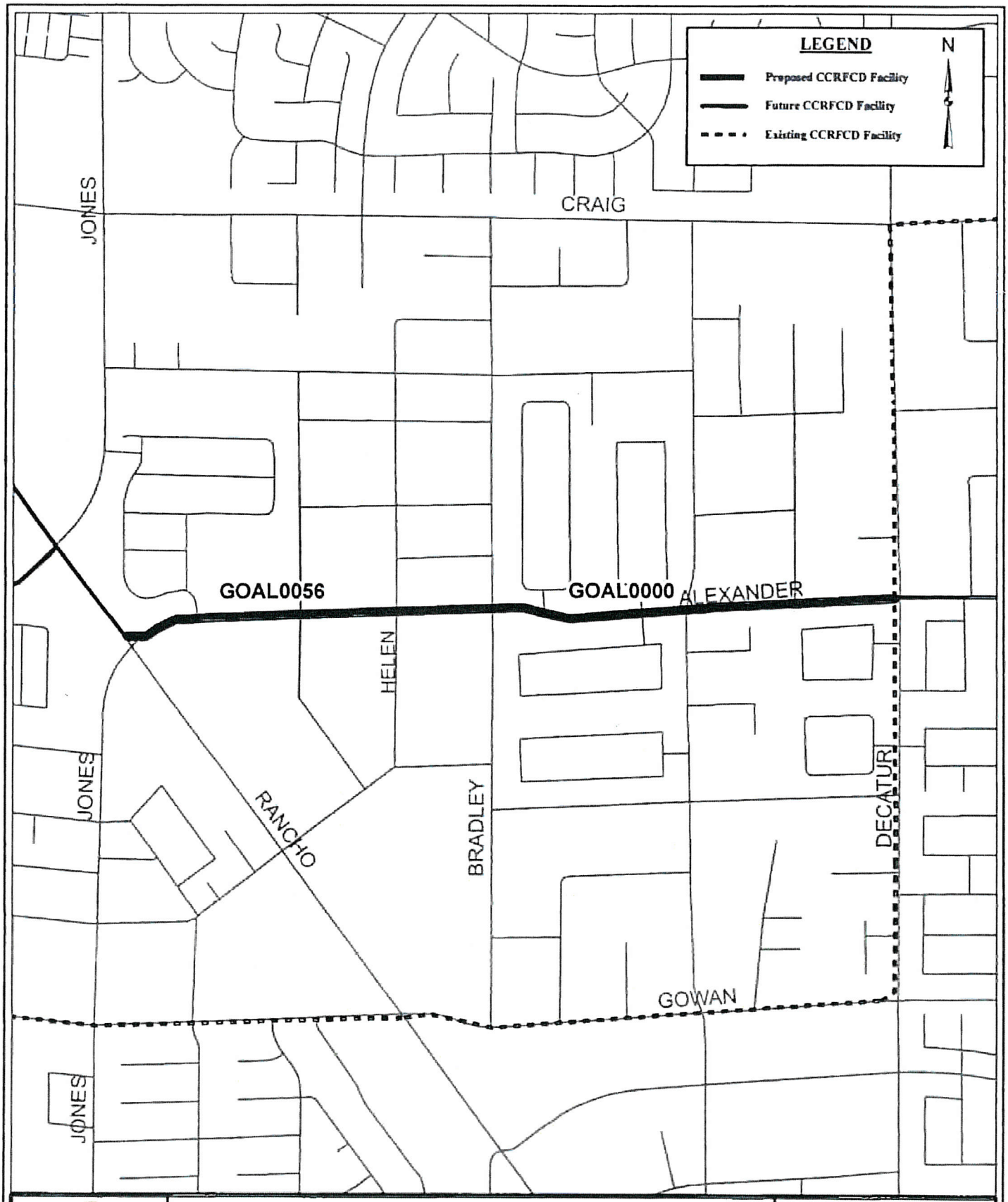
By: Debra March
Debra March (Apr 19, 2022 11:31 PDT)
DEBRA MARCH
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: christopher figgins
christopher figgins (Apr 19, 2022 08:46 PDT) Apr 19, 2022
Christopher Figgins Date
RFCD Attorney



Public Works
Flood Control Planning

EXHIBIT A
GOWAN - ALEXANDER RD, RANCHO DR TO DECATUR BLVD (LAS30A13)

SCALE: 1 INCH = 10,000 FT
DRAWING NAME: Gowan_AlexanderRd-Rancho_Decatur.mxd
DRAWN BY: C. JONES
DATE: 04/04/2019
SHEET NUMBER 1 OF 1

Document Path: N:\cbjones\EXHIBIT_PROJECTS\RFCD\Gowan_AlexanderRd-Rancho_Decatur.mxd

Due to continuous development activity, this map is for reference only

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
37

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS22U19 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to June 30, 2025 for the Brent Drainage System - Durango Drive to O'Hare Avenue Project - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On July 11, 2019, the CCRFCD entered into an interlocal contract with the CLV to provide funding for design, right-of-way and environmental for the Brent Drainage System - Durango Drive to O'Hare Avenue Project. On September 12, 2019, a First Supplemental Interlocal Contract was approved to increase project funding. This Second Supplemental Interlocal Contract will extend the contract expiration date to June 30, 2025. The CCRFCD approved this interlocal contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Supplemental Interlocal Contract LAS22U19

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
BRENT DRAINAGE SYSTEM – DURANGO DRIVE TO O'HARE AVENUE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT (CONTRACT) made and entered into as of the 14th day of April, 2022 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number BRDB 0107 and 0157, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, the DISTRICT and the CITY entered into an Interlocal Contract dated July 11, 2019 and a First Supplemental Interlocal Contract dated September 12, 2019; and,

WHEREAS, the CITY desires to extend the project completion date for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraphs 6, 9, 10, 14 and 15 shall be revised/added to read as follows:

6. Applicable portions of the current editions of the Clark County Regional Flood Control District Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for PROJECT costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

   a. Predesign Engineering
   b. Design Engineering
   c. Entity Design Labor
   d. Right-of-way
   e. Environmental
   f. Emergency Action Plan
   g. Flood Map Revision
   h. Construction
   i. Construction Management
   j. Entity Construction Management Labor
   k. Landscape Construction
   l. Other

10. Accurate documentation of all work performed and payments made will be maintained by the CITY in accordance with applicable state laws and retention policies of the CITY.

14. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2025. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

15. This CONTRACT may be executed in multiple counterparts, each of which shall be deemed an original CONTRACT and each of which shall constitute one and the same CONTRACT. The counterparts of this CONTRACT may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The remainder of the original Interlocal Contract dated July 11, 2019 and First Supplemental Interlocal Contract dated September 12, 2019 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/27/22
Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

Date of District Action

April 14, 2022

Regional Flood Control District

By: Debra March
Debra March (Apr 19, 2022 11:31 PDT)
DEBRA MARCH
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: christopher figgins
christopher figgins (Apr 19, 2022 08:46 PDT) Apr 19, 2022
Christopher Figgins Date
RFCD Attorney

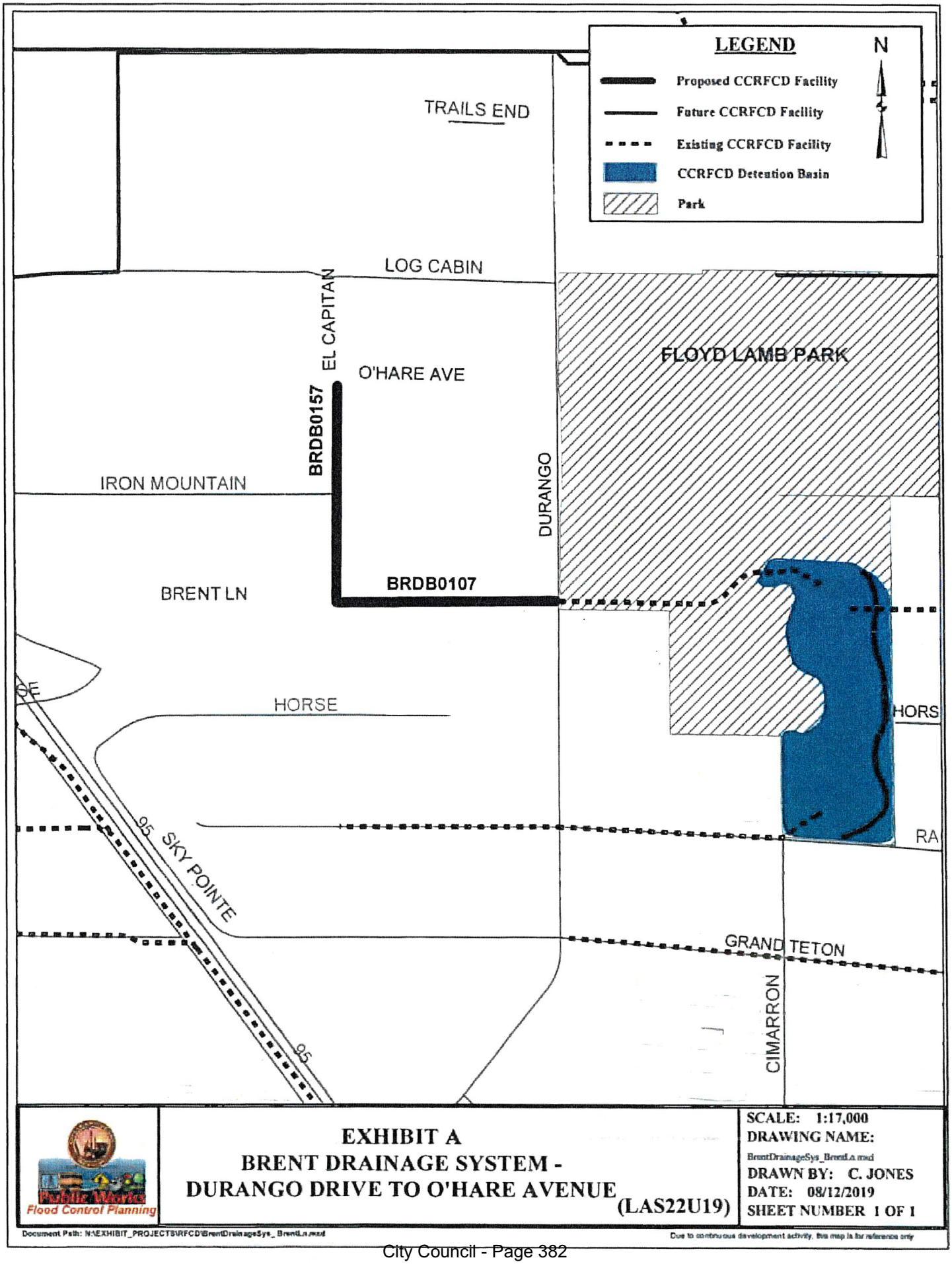


EXHIBIT A
BRENT DRAINAGE SYSTEM -
DURANGO DRIVE TO O'HARE AVENUE (LAS22U19)

Public Works
Flood Control Planning

SCALE: 1:17,000
DRAWING NAME:
BrentDrainageSys_BrentLn.mxd
DRAWN BY: C. JONES
DATE: 08/12/2019
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\BrentDrainageSys_BrentLn.mxd

Due to continuous development activity, this map is for reference only

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
38

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve a Sewer Over-Sizing Refunding Agreement between the City of Las Vegas (CLV) and Tri Pointe Homes Nevada, Inc. for an over-sized sewer generally located in Kyle Canyon Road between Oso Blanca Road and Alpine Ridge Way - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This Sewer Over-Sizing Refunding Agreement will provide reimbursement to Tri Pointe Homes Nevada, Inc. for the installation of an over-sized sewer (21-inch) generally located in Kyle Canyon Road, between Oso Blanca Road and Alpine Ridge Way, for approximately 2,400 feet (see Exhibit A). Exhibit B specifies a reimbursable amount up to a maximum of $397,797 as determined by the lowest cost differential from three sealed bids received by the CLV. The amount of reimbursement is limited to actual costs paid by the developer for construction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Sewer Over-Sizing Refunding Agreement
2. Exhibit A
3. Exhibit B

SEWER OVER-SIZING REFUNDING AGREEMENT

THIS SEWER OVER-SIZING REFUNDING AGREEMENT (this "Agreement") is made and entered into this by and between the CITY OF LAS VEGAS, a Nevada municipal corporation and TRI POINTE HOMES NEVADA, INC., a Nevada Corporation ("Developer"). The City and Developer are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date of approval by the City and Developer, whichever date is later, as long as approval by one is within sixty (60) calendar days of approval by the other (the "Effective Date").

RECITALS

WHEREAS, the City is the governmental entity to which is delegated the responsibility of providing sewer services within its corporate boundaries; and

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system as development is occurring; and

WHEREAS, the Administrative Code of the City permits the expansion of such municipal sewer system through the use of private funds at the discretion of the City; and

WHEREAS, said Code further provides that the City may reimburse a developer who constructs, at the request of the City, a sewer trunk line of a size which is in excess of the size that would otherwise be required to serve its development for a portion of the costs which such developer incurs in constructing such over-sized sewer trunk line, or both; and

WHEREAS, the Developer is engaged in the development of that certain parcel of real property as a residential subdivision (the "Development") and said Development has been approved by the City; and

WHEREAS, the City and Developer have entered into that certain Off-Site Improvement Agreement that provides for the installation by the Developer of off-site improvements (the "Improvements") and for performance security in order to secure the faithful performance of all of the terms, conditions, and covenants under the Off-Site Improvement Agreement (the "Performance Security"); and

WHEREAS, it is the intent of the Parties hereto to provide for, as part of the Improvements, the construction and installation of such a size which is in excess of the size that would otherwise be required to serve the Development (the "Sewer Project") and the reimbursement to the Developer of that portion of the costs of the entire Sewer Project that are attributable to constructing and installing it at a size which is in excess of the size that would otherwise be required to serve the Development.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter set forth, the Parties agree as follows:

AGREEMENT

SECTION I-DEFINITIONS

"*Agreement*" shall have the meaning set forth in the first paragraph of this Agreement.

"*Developer*" shall have the meaning set forth in the first paragraph of this Agreement.

"*Developer Parties*" shall have the meaning set forth in Section XI of this Agreement.

"*Development*" shall have the meaning set forth in the fifth Recital.

"*Effective Date*" shall have the meaning set forth in the second paragraph of this Agreement.

"*Improvements*" shall have the meaning set forth in the sixth Recital.

"*NRS*" shall mean the Nevada Revised Statutes, as they may be amended by the Nevada State Legislature from time to time.

"*Off-Site Improvement Agreement*" means the agreement between the City and the Developer obligating the Developer and successor owners of the parcel(s) to install improvements that are defined by approved off-site improvement plans and the approved performance bond estimate.

"*Over-Sizing*" means the difference between the diameter of the Sewer Project, had the Sewer Project been constructed and installed at the size which would otherwise be required to serve the Development, and the diameter of the Sewer Project, at the request of the City, that is actually constructed and installed.

"*Performance Security*" shall have the meaning set forth in the sixth Recital.

"*Plans and Specifications*" means the engineering designs, drawings and specifications which give a detailed description of the complete construction and installation of the Sewer Project, including the Over-Sizing, which plans and specifications have heretofore been submitted to, and approved by, the City. Copies of the plans and specifications are on file with the City's Department of Building and Safety.

"*Sewer Project*" shall have the meaning set forth in the seventh Recital.

"*Uniform Standard Specifications*" means the latest edition of those publications entitled, "Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition" adopted by the City of Las Vegas, June 16, 1993, and "Design and Construction Standards for Wastewater Collection Systems, 1991" adopted by the City of Las Vegas, August 21, 1991.

SECTION II—OBLIGATIONS OF DEVELOPER

1. Covenant of Installation.

A. The Developer hereby agrees to construct and install the entire Sewer Project, in accordance with the plans and specifications, at its sole cost and expense, subject to the right of the City to designate the type of appurtenances and any other relevant matter which it considers is necessary for the construction of its municipal sewer system provided, however, that the City agrees to reimburse the Developer for the costs which the Developer incurs in the Over-Sizing as provided herein. In this connection, it is acknowledged that the limits of the Sewer Project are designated on **Exhibit A** which is attached hereto and by this reference made a part hereof.

B. The Sewer Project shall include all materials and equipment, such as sewer lines, manholes, lateral stub-outs and other appurtenances which are constructed and installed between the boundary of the Development which is nearest to the terminal point of the City's existing sewer system and such terminal point as is more particularly shown on **Exhibit A**.

C. The Developer agrees to perform all survey and design work which is necessary for the construction and installation of the Sewer Project, in accordance with the plans and specifications, at its sole cost and expense without any right of reimbursement from the City.

2. Basis for Estimated Costs.

A. It is acknowledged that the estimated costs for which the Developer is entitled to reimbursement for constructing and installing the Over-Sizing which are provided for in Section IV hereof are based upon written bids for the installation of the Sewer Project which the Developer has obtained from at least three (3) contractors who are duly licensed by the State of Nevada and are

acceptable to the City. The City may waive the requirement of written bids if good cause for such waiver is shown by the Developer, in which event the estimated costs of the Over-Sizing will be established in a manner which is mutually acceptable to the City and to the Developer. The City and Developer acknowledge that the contract for the construction and installation of the Over-Sizing are exempt from the provision of Chapters 338, 332, and 339 of NRS pursuant to NRS 338.0115.

3. Installation Standards.

A. The Developer agrees that the Sewer Project will be installed in a good and workmanlike manner according to the plans and specifications, the Uniform Standard Specifications and the Design and Construction Standards for Wastewater Collection Systems.

SECTION III—RIGHT OF REIMBURSEMENT

1. It is understood and agreed by the Parties that the Developer shall be reimbursed for the costs which it incurs in constructing and installing the Sewer Project. It is specifically understood, however, that all of the costs and expenses of installing a sewer system within the Development are the sole responsibility of the Developer without any right of reimbursement from the City.

SECTION IV
COSTS OF OVER-SIZING AND AMOUNT REFUNDABLE

1. It is agreed by the Parties hereto that the costs of the construction and installation of the Over-Sizing which are subject to reimbursement under the terms of this Agreement have been determined pursuant to the calculations set forth on **Exhibit B** which is attached hereto and by this reference made a part hereof.

2. It is acknowledged that the estimated costs of the construction and installation of the Over-Sizing which are set forth on **Exhibit B** are based upon estimates which have been obtained by the Developer and approved by the City and represent the maximum amount to which the Developer will be entitled to reimbursement for the construction and installation of the Sewer Project. All other costs and expenses which the Developer incurs in connection with the Sewer Project shall be the responsibility of the Developer. Additionally, if the actual costs of the construction and installation are less than the estimated costs thereof, the Developer shall be entitled to reimbursement only for such actual costs.

3. Pursuant to the City's Administrative Code, 2019 Edition, if Developer encounters additional costs involving rock or hard material excavation, the Developer shall notify City's Building Department, Off-site Inspection and Testing Division. The City's designated representative will visit the work site and document the amount of hard material excavation encountered. The Developer may request an amendment to this Agreement based on the amount of hard material excavation encountered. As a prerequisite for City consideration for payment for rock or hard material excavation, notification must be provided to the City prior to commencement of any work where additional reimbursement is requested by Developer.

4. The City will not consider additional reimbursement for other costs incurred by Developer that are not specifically contemplated herein, including by way of example and not limitations, plans and specification errors and omissions, time delays of any type, cost increases due to tariffs or economic shortages/inflation, or unanticipated labor cost increases.

SECTION V—OBLIGATIONS OF CITY

1. The City will reimburse the Developer, within thirty (30) calendar days after the City's acceptance of the Sewer Project, for that portion of the costs thereof which are attributable to the Over-Sizing, as the same is determined in accordance with Section IV above. The City's acceptance of the Sewer Project shall not (i) relieve the Developer of any obligation under the Off-Site Improvement Agreement; (ii)

relieve the Developer of the obligation to maintain the Sewer Project until final acceptance of all Improvements; and (iii) obligate the City to release, in part or in full, the Performance Security until final acceptance of all Improvements.

2. As a condition precedent to any such reimbursement, the Developer must submit to the City a written request for payment, a statement of completion that the Sewer Project was constructed pursuant to the approved plans and specifications, a lien release from the Developer's contractor(s) and materials suppliers for all materials and labor, a statement from all subcontractors affirming that they have received payment in full, an itemized invoice reflecting actual costs paid and a bill of sale transferring the ownership of the sewer line and appurtenances to the City.

3. The City agrees, by its final acceptance of the Improvements and completion by Developer of all obligations under the Off-Site Improvement Agreement, to be responsible for the operation and maintenance thereof, except as is otherwise provided in Section X hereof which pertains to repairs that are necessitated by any defective material or faulty workmanship in the construction and installation of the Sewer Project or the faulty design thereof.

SECTION VI—TIME OF PERFORMANCE

1. This Agreement shall become effective upon the execution hereof and the right of the Developer to reimbursement hereunder shall cease and terminate with respect to the Over-Sizing, when the Developer has received full reimbursement of the costs which are incurred therefor.

SECTION VII—LIMITATION ON AMOUNT OF REIMBURSEMENT

1. The right of reimbursement for the Over-Sizing shall be limited to the estimated costs of the Over-Sizing which are set forth on **Exhibit B** or the actual costs which are attributable to the Over-Sizing, whichever is the lesser, subject to adjustment contemplated in Section IV, Paragraph 3.

SECTION VIII—GUARANTEE OF RIGHT OF ACCESS

1. In order to guarantee that the City will have access to any and all portions of the Sewer Project for the purpose of maintaining and repairing the same, the Developer hereby agrees that:

A. Except as is otherwise provided in Paragraph C hereof, the Developer will dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is a minimum of twenty (20) feet in width, extending the length of the Sewer Project, and which contains the Sewer Project; and

B. If the Sewer Project is installed on privately owned lands, other than lands which are owned by the Developer, the Developer will obtain and dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is a minimum of twenty (20) feet in width, extending the length of the Sewer Project, and which contains the Sewer Project; and

C. If the land in which the Sewer Project is installed will become part of a street which will be dedicated for public use, as a part of the Development, the right of access shall be included in the dedication of that street; and

D. Any such dedication shall provide therein that no building, structure, tree, shrub or other improvement or obstacle may be placed in or near the area which is dedicated thereby in such a manner as to interfere with the use of such strip of land in accordance with the provisions hereof, and any easement which is conveyed to the City shall additionally provide for the right of the City to operate, maintain, repair, replace or relocate the Sewer Project or to alter the size, number of pipelines or other appurtenances which are installed therein.

SECTION IX—RIGHT OF INSPECTION

1. The City shall have the right, but not the obligation, at any time and from time to time to inspect the construction and installation of any part of the Sewer Project. The Developer agrees that any inspection of the installation of the Sewer Project which is conducted by the City hereunder or the City's subsequent acceptance of the Sewer Project shall not relieve or release the Developer from its responsibility to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Project or any problem which results from the negligent design thereof as provided in Section X hereof.

SECTION X—CORRECTION OF DEFECTIVE MATERIALS, FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

1. The Developer hereby accepts full responsibility for the quality of the materials and workmanship in the construction and installation of the Sewer Project and for the design thereof and covenants and agrees, for a period of one (1) year after the City's final acceptance of the Improvements and upon notification by the City, to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Project and any problem which results from the negligent design of the Sewer Project. In the event that the Developer fails or refuses to make any such correction, the City shall have the right, but not the obligation, to repair the Sewer Project and the Developer hereby agrees to reimburse the City for the costs which it incurs in so doing.

SECTION XI—INDEMNITY

1. Developer shall protect, indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the City, its officer or employees may suffer, or which may be sought against, recovered from or obtainable against the City, its officers, employees, or agents as a result of, by reason of, or arising out of the negligent acts or omissions of the Developer, its officers, contractors, subcontractors, agents (collectively, the "Developer Parties") or anyone employed or acting on behalf of the Developer Parties, in fulfillment or performance of the terms, conditions, or covenants of this Agreement.

The Developer's obligations in this Section XI do not extend to any claims, damages, losses, expenses, suits, actions, decrees, judgement, attorney fees, and court costs that are a result of the City, its officers, employees, or agents, negligence or willful misconduct.

SECTION XII—OWNERSHIP OF SEWER PROJECT

1. Upon the completion of the Sewer Project, and as a condition precedent to the acceptance thereof by the City, the Developer agrees to furnish to the City a good and sufficient Bill of Sale acceptable to the City Attorney which (i) includes all of the sewer lines and appurtenances which are components of the Sewer Project, (ii) attests to the fact that all of such components are free and clear of all liens and other encumbrances and (iii) conveys to the City all right, title, and interest in and to the Sewer Project.

2. It is understood and agreed that the Sewer Project shall thereafter, upon its acceptance by the City, become and remain the exclusive property of the City.

SECTION XIII—RIGHT OF TERMINATION

1. Except for the obligation of the City which is provided for in subsection 2 of this Section XIII, the City shall have the right to terminate this Agreement at any time prior to Developer commencing construction on the Sewer Project, with or without cause, upon thirty (30) days' prior written notice to the Developer as provided in Section XIV.

2. Any funds which have been expended by or on behalf of the Developer for the construction and installation of the Sewer Project as of the date of the Developer's receipt of such written notice shall be reimbursed to the Developer as hereinabove provided.

SECTION XIV—MISCELLANEOUS

1. ASSIGNMENT. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, legal representatives and assigns.

2. NOTICE. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. E-mail address and phone and fax numbers, if listed, are for information only.

City: Attn: Engineering Manager—Sewer
Department of Public Works
495 S. Main Street, 5th Floor
Las Vegas, NV 89101

Licensee: Attn: Jim Jordano, Vice President of Land Development
Tri Pointe Homes Nevada, Inc.
4675 W. Teco Avenue, Suite 115
Las Vegas, NV 89118

3. SURVIVAL. Termination shall not release either party from any liability or obligation under this Agreement, whether indemnity or otherwise, resulting from the acts, omissions or events happening prior to the date or termination, or, if later, the date when the Improvements are complete.

4. RECORDATION. It is understood and agreed that neither party shall record this Agreement in the public real property records of Clark County, Nevada.

5. CHOICE OF LAW/VENUE/ATTORNEY'S FEES. Any litigation related to this Agreement shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any termination or default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including attorneys' fees, incurred therein by the successful party. **TO THE EXTENT SUCH WAIVER IS PERMITTED BY LAW, THE PARTIES SHALL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.**

6. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

7. FORCE MAJEURE. Neither party shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, epidemics or

pandemics, quarantine restrictions, or other causes beyond such party's reasonable control (excepting financial inability and hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this Agreement may otherwise impose on the party to obey, remedy, or avoid such event.

8. SEVERABILITY. It is agreed that, if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. It is the intention of the Parties that, if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

9. NO CLAIMS OF ADVERSE POSSESSION/PRESCRIPTIVE EASEMENT/ABANDONMENT. Licensee acknowledges and agrees that it does not have and will not assert at any time any claim of adverse possession or prescriptive easement with respect to any portion of the Right-of-Way nor any claim that by entering this Agreement, the City has abandoned or vacated the Right-of-Way.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. TIME CALCULATIONS. All references to "days" herein shall mean calendar days unless otherwise stated. The terms "business days" shall mean Monday thru Thursday (the City is closed on Friday), exclusive of holidays observed in Nevada enumerated in Nevada Revised Statute 236.015. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Friday, Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

12. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. Documents executed and faxed or scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such faxed or scanned signatures having the same legal effect as original signatures.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval:

_____

ATTEST:

By: _____
LuAnn Holmes, City Clerk Date

APPROVED AS TO FORM:

By: John S. Ridilla 4/21/22
John S. Ridilla Date
Chief Deputy City Attorney

TRI POINTE HOMES NEVADA, INC.

By: _____

Printed Name: Jim Jordano

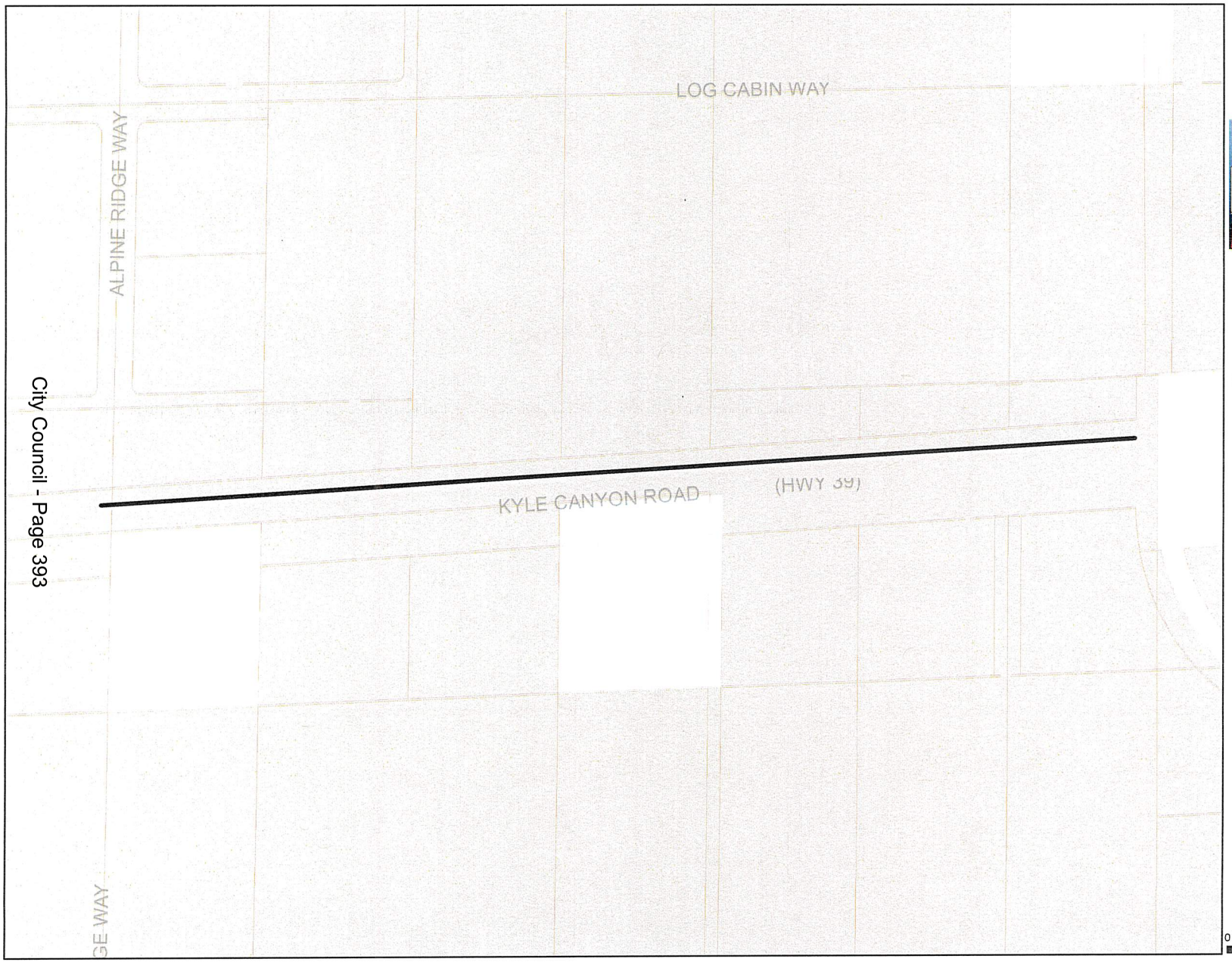
Title: Vice President of Land Development

Date: 4/19/22

EXHIBIT A

SEWER PROJECT LIMITS

[SEE ATTACHED]



CITY OF LAS VEGAS NEVADA

Public Works

EXHIBIT A

KYLE CANYON OFFSITE SEWER OVERSIZING REFUNDING AGREEMENT

Oversizing Sewer Limits

N W E S

0 100 200 400 600 Feet

EXHIBIT B

OVER-SIZING ESTIMATED REIMBURSEMENT SUMMARY

[SEE ATTACHED]

EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: Tri Point Homes Nevada, Inc.
   4675 W. Teco Ave, Suite 115
   Las Vegas, NV 89118

2. Development: Kyle Canyon Offsite Sewer, L21-02191, 307V1241

3. Engineer: Westwood Professional Services
   5725 W. Badura Ave, Suite 100
   Las Vegas, NV 89118

4. Basis for Over-sizing Costs - Prices for the over-sizing portion of this agreement are based upon the lowest cost differential as submitted by:

   Bravo Underground, Inc.
   1183 Center Point Dr
   Henderson, NV 89074

Over-sizing Portion of the Project - 8-inch to 21-inch

Mobilization	LS	1	$11,150.00	$11,150.00
21" SDR-35	LF	2378	$294.00	$699,132.00
72" Lined Manholes	EA	6	$32,800.00	$196,800.00
48" Manhole	EA	1	$9,200.00	$9,200.00
8" SDR-35 W Cap	LF	48	$247.00	$11,856.00
Barricades/Trench Safety/Barrier Rail	LS	1	$70,300.00	$70,300.00
Video and Testing	LS	1	$15,647.00	$15,647.00
		Total Over-Size Item Costs		$1,014,085.00

Project Costs without Over-sizing

Mobilization	LS	1	$11,150.00	$11,150.00
8" SDR-35	LF	2511	$184.00	$462,024.00
48" Manholes	EA	7	$9,200.00	$64,400.00
Barricades/Trench Safety/Barrier Rail	LS	1	$70,300.00	$70,300.00
Video and Testing	LS	1	$8,414.00	$8,414.00
		Total Costs without Over-Sizing		$616,288.00

Pipe Oversizing Reimbursable Amount $397,797.00

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
39

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 3019 between the City of Las Vegas (CLV), Clark County (County), and the Regional Transportation Commission of Southern Nevada (RTC) for the construction of the Elkhorn Road, Tenaya Way to Jones Boulevard Project, to be funded by the RTC - Clark County and Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The County requested funding for construction of the Elkhorn Road, Tenaya Way to Jones Boulevard Project (230B). The project will be constructed and administered by the County whereas the CLV will provide coordination for the CLV's portion of the project. This contract includes direct funding from the RTC for both agencies' allocations as shown in the cost estimate attachment for the County to manage. As a result, no physical funds will be received by the CLV. Improvements will include two travel lanes in each direction, bike lanes, shoulders, sidewalk reconstruction, traffic signal upgrades, Intelligent Transportation System (ITS) infrastructure, utility adjustments, cold planning, plant mix bituminous surface, Ultra-Thin Asphalt Concrete Surfacing (UTACS), permanent striping and signing, drop inlet adjustments, and any other appurtenances necessary to construct a complete and functional project. Total funding for the project from Highway Improvement Fund shall not exceed $8,500,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 3019
2. Elkhorn Rd 230B Construction Cost Estimate L2265

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

INTERLOCAL CONTRACT
ELKHORN ROAD
TENAYA WAY TO JONES BOULEVARD

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between Clark County, a political subdivision; and the City of Las Vegas, 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" or collectively as "PARTIES."

W I T N E S S E T H

WHEREAS, the ENTITIES intends to improve Elkhorn Road, Tenaya Way to Jones Boulevard, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the Clark County, and City of Las Vegas, and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the ENTITIES agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the COUNTY will be the lead agency 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 applies to the improvements on Elkhorn Road from Tenaya Way to Jones Boulevard. Improvements will include two travel lanes lanes in each direction, bike lanes, shoulders, sidewalk reconstruction, traffic signal upgrades, intelligent transportation system infrastructure, utility adjustments, cold planing, plantmix bituminous surface, Ultra-Thin Asphalt Concrete Surfacing, permanent striping and signing, drop inlet adjustments, and any other necessary appurtenances required to make a complete and serviceable project. The PROJECT is further described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Fund as outlined below:

1. The total cost for this contract shall not exceed $8,500,000.00.

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $0.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $8,500,000.00

3. At the time the ATP for construction is granted, the ENTITIES 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 COUNTY or by a consultant employed by the COUNTY.

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 COUNTY'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 COUNTY 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, 2027. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the COUNTY 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 COUNTY is responsible for the design and construction of the PROJECT. The COUNTY 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 COUNTY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the COUNTY 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 COUNTY.

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

IN WITNESS WHEREOF, this Interlocal Contract #3019 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CLARK COUNTY BOARD OF COMMISSIONERS

_____ BY: _____

JAMES B. GIBSON
Chair

Attest

LYNN MARIE GOYA
County Clerk

Approved as to Form

LAURA C. REHFELDT
Deputy District Attorney

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD

Date of Council Action:

CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

_____

LUANN D. HOLMES, MMC
City Clerk

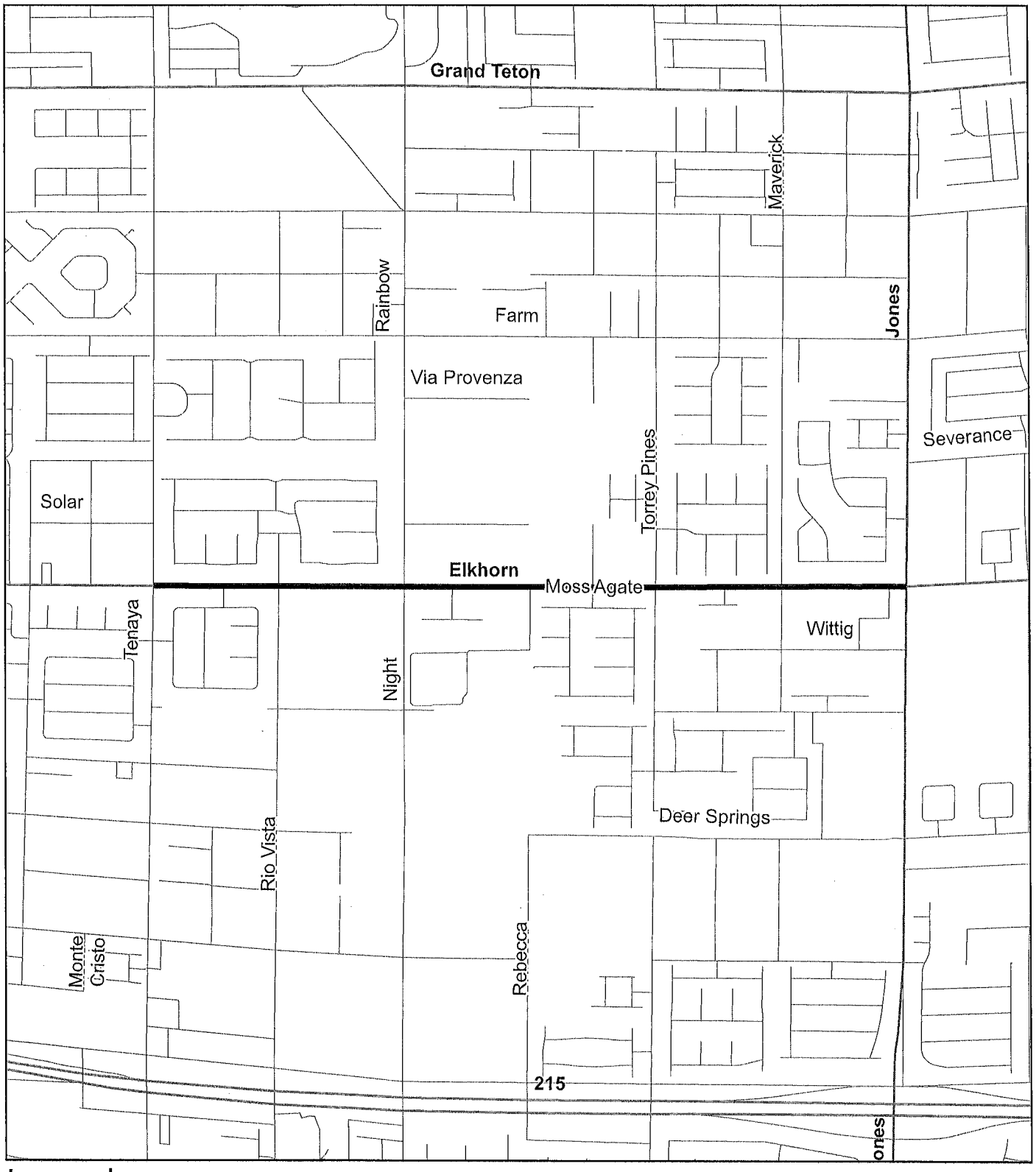
Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22

Deputy City Attorney

DocuSign Envelope ID: 525C7EAE-1D56-427C-B90C-7471E669F0BD



Legend

Proposed

Exhibit A

	Project Number: TBD	CLARK COUNTY PUBLIC WORKS
		SCALE: NOT TO SCALE
	Elkhorn Road - Tenaya Way to Jones Blvd	DATE: 03/02/2022
	City Council - Page 401	SHEET NUMBER: 1 OF 1

L2265: Elkhorn Road, Tenaya Way to Jones Blvd

90 % Cost Estimate

Item Number	Description	Quantity	Unit	Unit Price	RTC CC Funding		RTC CLV Funding	
					Quantity	Cost	Quantity	Cost
105.01	QUALITY CONTROL ADMINISTRATIVE INCENTIVE	1	LS	$50,000.00	1	$37,500.00	0.25	$12,500.00
107.01	TRAFFIC CONTROL	185	DAY	$1,500.00	150	$225,000.00	35	$52,500.00
107.02	PUBLIC OUTREACH	1	LS	$25,000.00	1	$18,750.00	0.25	$6,250.00
109.01	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK	1	LS	$100,000.00	1	$75,000.00	0.25	$25,000.00
109.02	HISTORICAL OWNER CAUSED DELAY ALLOWANCE	15	DAY	$500.00	15	$7,500.00	0	$0.00
109.03	HISTORICAL OWNER CAUSED DELAY ALLOWANCE (OVER $1500/DAY)	15	DAY	$500.00	15	$7,500.00	0	$0.00
200.01	MOBILIZATION AND DEMOBILIZATION	1	LS	$350,000.00	1	$262,500.00	0.25	$87,500.00
201.01	CLEARING AND GRUBBING	1	LS	$70,000.00	1	$52,500.00	0.25	$17,500.00
202.01	REMOVE AND SALVAGE SIGN PANEL(S) AND POST(S)	32	EA	$120.00	30	$3,600.00	2	$240.00
202.02	REMOVE AND SALVAGE SIGN PANEL(S)	6	EA	$120.00	3	$360.00	3	$360.00
202.03	REMOVE AND RELOCATE TRAFFIC SIGN	7	EA	$300.00	4	$1,200.00	3	$900.00
202.05	REMOVE EXISTING CONCRETE MEDIAN ISLAND	1,205	SF	$15.00	0	$0.00	1205	$18,075.00
202.06	REMOVE BITUMINOUS PAVEMENT, BASE, AND SUBGRADE TO DEPTH REQUIRED TO REPLACE PAVEMENT SECTION	54,120	SY	$10.00	54,120	$541,200.00	0	$0.00
203.01	ROADWAY EXCAVATION	3,180	CY	$45.00	3,180	$143,100.00	0	$0.00
217.01	COLD PLANING (FINE MILLING)	170,764	SY	$7.50	142,474	$1,068,556.50	28290	$212,175.00
302.01	TYPE II AGGREGATE BASE	5,264	CY	$55.00	5,264	$289,520.00	0	$0.00
402.01	PLANTMIX BITUMINOUS SURFACE	2,605	TON	$150.00	2,605	$390,750.00	0	$0.00
402.02	PLANTMIX BITUMINOUS SURFACE (DRIVEWAYS)	750	SY	$25.00	750	$18,750.00	0	$0.00
413.01	1-INCH UTACS BONDED WITH PMM	157,812	SY	$15.00	129,522	$1,942,830.00	28290	$424,350.00
609.01	ADJUST STORM DRAIN MANHOLE FRAME, AND COVER TO FINISH GRADE	32	EA	$1,000.00	25	$25,000.00	7	$7,000.00
609.02	ADJUST STORM DRAIN ACCES VAULT	1	EA	$5,000.00	1	$5,000.00	0	$0.00
613.03	CONCRETE MEDIAN SURFACE	2,035	SF	$15.00	1,223	$18,345.00	812	$12,180.00
621.01	PERPETUATE SURVEY MONUMENT	3	EA	$2,000.00	3	$6,000.00	0	$0.00

Item Number	Description	Quantity	Unit	Unit Price	RTC CC Funding		RTC CLV Funding	
					Quantity	Cost	Quantity	Cost
623.01	PULLBOX (P30)	11	EA	$1,750.00	9	$15,750.00	2	$3,500.00
623.02	NO. 3-1/2 PULLBOX	4	EA	$1,500.00	4	$6,000.00	0	$0.00
623.03	4-INCH PVC CONDUIT	15,288	LF	$20.00	15,288	$305,760.00	0	$0.00
625.04	TRAFFIC SIGNAL MODIFICATION AT ELKHORN ROAD/TENAYA	1	LS	$50,000.00	1	$25,000.00	0.5	$25,000.00
623.08	TRAFFIC SIGNAL MODIFICATION AT ELKHORN ROAD/JONES BOULEVARD	1	LS	$70,000.00	1	$35,000.00	0.5	$35,000.00
623.09	1-1/4 INCH PVC CONDUIT(STREET LIGHT)	785	LF	$20.00	785	$15,700.00	0	$0.00
623.10	NO. 7 PULLBOX (DOUBLE STACKED)	6	EA	$1,500.00	6	$9,000.00	0	$0.00
623.11	2" PVC CONDUIT W/ PULLSTRING	1,366	LF	$20.00	1,366	$27,320.00	0	$0.00
623.12	3" PVC CONDUIT W/ PULLSTRING	1,366	LF	$20.00	1,366	$27,320.00	0	$0.00
626.01	FINAL CLEANUP	1	LS	$50,000.00	1	$40,000.00	0.2	$10,000.00
627.01	PERMANENT SIGN PANEL (R2-1, 35)	2	EA	$175.00	2	$350.00	0	$0.00
627.02	PERMANENT SIGN PANEL (R4-4)	5	EA	$175.00	5	$875.00	0	$0.00
627.03	PERMANENT SIGN PANEL (R7-1APR)	6	EA	$175.00	5	$875.00	1	$175.00
627.04	PERMANENT SIGN PANEL (W4-2R)	1	EA	$175.00	1	$175.00	0	$0.00
627.05	PERMANENT SIGN PANEL (R3-17)	1	EA	$175.00	0	$0.00	1	$175.00
627.06	PERMANENT SIGN PANEL (W9-2R)	1	EA	$175.00	1	$175.00	0	$0.00
627.07	PERMANENT STREET SIGN (GROUND MOUNTED) (R4-4)	4	EA	$300.00	3	$900.00	1	$300.00
627.08	PERMANENT STREET SIGN (GROUND MOUNTED) (R2-1 35)	1	EA	$300.00	1	$300.00	0	$0.00
628.01	TYPE 2 PAVEMENT MARKING FILM (CHEVRON, CROSSWALK, STOPBAR)(24 INCH, WHITE)	2,710	LF	$15.00	2,710	$40,650.00	0	$0.00
628.02	TYPE 2 PERMANENT PAVEMENT MARKING FILM (ARROWS)	21	EA	$300.00	21	$6,300.00	0	$0.00
628.03	YELLOW MEDIAN ISLAND PAINT	2,811	SF	$2.00	2,811	$5,622.00	0	$0.00
628.04	POLYUREA PAVEMENT MARKINGS (6-INCH SOLID, WHITE)	36,691	LF	$4.00	36,691	$146,764.00	0	$0.00
628.05	POLYUREA PAVEMENT MARKINGS (8-INCH X 2-FEET SKIP, WHITE)	1,717	LF	$4.00	1,717	$6,868.00	0	$0.00
628.06	TYPE 2 PAVEMENT MARKING FILM (BIKE LANE MARKING SYMBOL)	18	EA	$300.00	18	$5,400.00	0	$0.00

Item Number	Description	Quantity	Unit	Unit Price	RTC CC Funding		RTC CLV Funding	
					Quantity	Cost	Quantity	Cost
629.01	VERTICALLY ADJUST WATER VALVE BOX	22	EA	$1,000.00	14	$14,000.00	8	$8,000.00
629.02	VERTICALLY ADJUST WATER BLOW-OFF ASSEMBLY	4	EA	$1,800.00	2	$3,600.00	2	$3,600.00
630.01	VERTICALLY ADJUST SANITARY SEWER MANHOLE FRAME AND COVER (LINED)	3	EA	$1,700.00	3	$5,100.00	0	$0.00
630.02	VERTICALLY ADJUST SANITARY SEWER MANHOLE FRAME AND COVER (UNLINED)	29	EA	$1,200.00	25	$30,000.00	4	$4,800.00
630.03	VERTICALLY ADJUST SANITARY SEWER CONTROL STRUCTURE	6	EA	$4,000.00	4	$16,000.00	2	$8,000.00
633.01	REFLECTIVE PAVEMENT MARKERS	1,550	EA	$4.00	1,550	$6,200.00	0	$0.00
633.02	NON-REFLECTIVE PAVEMENT MARKERS	3,990	EA	$4.00	3,990	$15,960.00	0	$0.00
633.04	GLASS REFLECTIVE MARKERS (360 degrees)	40	EA	$75.00	40	$3,000.00	0	$0.00
637.01	DUST CONTROL	1	LS	$100,000.00	1	$80,000.00	0.2	$20,000.00
637.02	GRAVEL MULCH (3/4-INCH, 2-INCH LAYER)	3,250	SY	$12.00	3,250	$39,000.00	0	$0.00
					SUBTOTAL:	$6,075,425.50		$995,080.00
					CONTINGENCY (10%):			
							GRAND TOTAL	$7,070,505.50

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
40

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 3029 between the Cities of Las Vegas (CLV), North Las Vegas (NLV), Henderson, Boulder and Mesquite, Clark County (County), and the Regional Transportation Commission of Southern Nevada (RTC) to allow the RTC to partner with the University of Nevada, Las Vegas (UNLV) to evaluate the Dynamic Rumble Strip (DRS) system to enhance pedestrian safety at uncontrolled crosswalks within the entities' jurisdictions - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The RTC has partnered with UNLV on the development and evaluation of effectiveness of the DRS device that will alert drivers when a pedestrian has activated the flashing beacon system at a mid-block crosswalk. The RTC is working with its member agencies to determine a location for UNLV to evaluate the effectiveness of the system. The results will be provided to the agencies in a written report. Total funding for the project from the Highway Improvement Acquisition fund shall not exceed $250,000. The RTC approved this contract at their April 14, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 3029

INTERLOCAL CONTRACT
DYNAMIC RUMBLE STRIPS

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between Clark County, a political subdivision; the City of Las Vegas, a municipal corporation; the City of North Las Vegas, a municipal corporation; the City of Henderson, a municipal corporation; the City of Boulder City, a municipal corporation; and the City of Mesquite, 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" or collectively as "PARTIES."

W I T N E S S E T H

WHEREAS, the ENTITIES intends to evaluate Dynamic Rumble Strips, hereinafter referred to as "PROJECT," located wholly within the Clark County, City of Las Vegas, City of Henderson, City of North Las Vegas, City of Boulder City, and City of Mesquite and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the RTC agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC will be the lead agency 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 applies to a partnership with the University of Nevada Las Vegas (UNLV) to evaluate the effective of a Dynamic Rumble Strip (DRS) device at midblock crosswalks. The project team will identify a midblock crosswalk to use as a test location. The location will be evaluated by UNLV prior to DRS installation to establish baseline data based on criteria developed by the project team. Following installation of the DRS system at the test location, data will be collected over a 30 day period. The results will be evaluated and provided to the RTC and its member agencies in a written report. The findings will be used to determine if the DRS system is a viable option to enhance pedestrian safety at uncontrolled crosswalks.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed $250,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $250,000.00
    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 ENTITIES 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. 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 of the PROJECT. The RTC will be responsible for the actions or inactions of its Officers and Employees.

2. The PROJECT must be completed to satisfaction of the RTC prior to the current applicable completion date of June 30, 2027. The RTC may, at any time thereafter, grant time extensions or terminate this Contract.

3. The RTC disavows any responsibility for the actions or inactions of the ENTITIES, their Officers, Employees, or agents.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract #3029 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CLARK COUNTY BOARD OF COMMISSIONERS

_____ BY: _____

JAMES B. GIBSON
Chair

Attest

LYNN MARIE GOYA
County Clerk

Approved as to Form

LAURA C. REHFELDT
Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

_____

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 4/27/22

Deputy City Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

_____ BY: _____

JOHN J. LEE
Mayor

Attest

_____

JACKIE RODGERS
City Clerk

Approved as to Form

_____

MICAELA RUSTIA MOORE
City Attorney

Date of Council Action:

CITY OF HENDERSON

_____ BY: _____

RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance:

Attest

_____

JIM MCINTOSH
Chief Financial Officer

_____

Jose Luis Valdez, CMC
City Clerk

Approved as to Content:

Approved as to Form

_____

EDWARD MCGUIRE, P.E.
Director, Public Works

_____

NICHOLAS G. VASKOV
City Attorney

Date of Council Action:

CITY OF BOULDER CITY

_____ BY: _____

KIERNAN MCMANUS
Mayor

Attest

_____

TAMI MCKAY
City Clerk

Approved as to Form

_____

BRITTANY LEE WALKER, ESQ.
City Attorney

Date of Council Action:

CITY OF MESQUITE

_____ BY: _____

ALLAN S. LITMAN
Mayor

Attest

_____

TRACY E. BECK
City Clerk

Approved as to Form

_____

ADAM ANDERSON
City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
41

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

SUBJECT:
RESOLUTIONS:

R-24-2022 - For possible action to approve a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Special Improvement Districts 607, 609, 610, 611, 612, 809, 810, 812, 813, 814, 815, 816 and various other districts and providing other matters properly relating thereto - Wards 2, 4, and 6 (Seaman, Anthony and Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
1. Resolution No. R-24-2022

RESOLUTION NO. R-24-2022

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos. 607, 609, 610, 611, 612, 809, 810, 812, 813, 814, 815, 816 and various other districts as identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410. The sale shall take place at 2:00 p.m. on July 26, 2022 in the City Council Chambers, Las Vegas City Hall Complex 495 S. Main Street-2nd Floor Las Vegas, Nevada, 89101 which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on July 26, 2022, at the City Council Chambers, Las Vegas City Hall, 495 S Main St – 2nd Floor, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 607, 609, 610, 611, 612, 809, 810, 812, 813, 814, 815, 816 and various others to the City of Las Vegas:

Name of Owner	**Description of Property**	**District No.**	**Total Amount Due to Date of Sale***

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

* Includes the whole assessment, accrued interest upon the whole amount of unpaid principal to the date of delinquency, interest upon unpaid principal and accrued interest from the date of delinquency to July 26, 2022 at rate not exceeding 2 percent per month, penalties and collection costs, including attorney's fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS 271.410. As provided in that section, at any time prior to the date of sale the

owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorney's fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

PLEASE TAKE NOTICE that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of .

/s/ SUSAN HELTSLEY
Director of Finance

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this June 1, 2022

_____
Carolyn G. Goodman, Mayor

(SEAL)

Approved as to Form

_____
LuAnn D. Holmes, MMC, City Clerk

_____
James B. Lewis, Deputy City Attorney

STATE OF NEVADA)
:ss.
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, the duly chosen, qualified and City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on June 1, 2022.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye:

Carolyn G. Goodman
Stavros S. Anthony
Michele Fiore
Cedric Crear
Brian Knudsen
Victoria Seaman
Olivia Diaz

Those Voting Nay: _____

_____

Those Absent: _____

_____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meeting in accordance with the noticing standards as outlined in NRS 241.020:

(i) The City of Las Vegas website – www.lasvegasnevada.gov

(ii) The Nevada Public Notice Website – notice.nv.gov

(iii) City Hall, 495 South Main Street, 1st Floor, Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

6. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

7. A copy of the notice so given of the meeting of the Council held on June 1, 2022 is attached to this certificate as Exhibit A.

8. Attached hereto as Exhibit B is the Affidavit of Publication of Notice of Sale required by Section 3 of the Resolution.

9. Attached hereto as Exhibit C (including Exhibits I and II thereto) is the Affidavit of Mailing of Notice of Sale required by Section 3 of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this June 1, 2022.

_____

LuAnn D. Holmes, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE
DISTRICTS 607, 609, 610, 611, 612, 809, 810, 812, 813, 814, 815, 816 and VARIOUS OTHER DISTRICTS

The undersigned, LuAnn D. Holmes, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on or before July 6, 2022 being at least 20 days before the sale, which was held on July 26, 2022.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 607, 609, 610, 611, 612, 809, 810, 812, 813, 814, 815, 816 and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2022.

_____
LuAnn D. Holmes, MMC, City Clerk

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2022, by LuAnn D. Holmes, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT I

STATE OF NEVADA)
:ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on or before July 6, 2022, being at least 20 days before the sale, which was held on July 26, 2022.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 607, 609, 610, 611, 612, 809, 810, 812, 813, 814, 815, 816 and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2022.

ASSESSMENT MANAGEMENT GROUP

_____

Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2022, by _____, _____ of Assessment Management Group.

_____

Notary Public

(SEAL)

EXHIBIT II

(Attach Copy of Notice as Mailed)

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
42

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

SUBJECT:
RESOLUTIONS:

R-25-2022 - For possible action to approve a Resolution ratifying the Mayor's declaration ending the COVID-19 state of emergency, directing the deactivation of the City's emergency management plan, and repealing Resolution R-13-2020 related to seeking assistance and resources in connection with the previous state of emergency - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
It is anticipated that the Mayor will declare an end to the state of emergency related to COVID-19, if that declaration has not already been made. This Resolution will ratify the Mayor's declaration, direct the deactivation of the City's emergency management plan, and repeal Resolution R-13-2020 related to seeking assistance and resources in connection with the previous state of emergency.

RECOMMENDATION:
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
1. Resolution No. R-25-2022

R-25-2022

RESOLUTION RATIFYING THE MAYOR'S DECLARATION ENDING THE COVID-19 STATE OF EMERGENCY, DIRECTING THE DEACTIVATION OF THE CITY'S EMERGENCY MANAGEMENT PLAN, AND REPEALING RESOLUTION R-13-2020 RELATED TO SEEKING ASSISTANCE AND RESOURCES IN CONNECTION WITH THE PREVIOUS STATE OF EMERGENCY

WHEREAS, the Mayor of the City of Las Vegas has declared an end to the state of emergency related to COVID-19; and

WHEREAS, the City Council finds it appropriate to ratify that action and to take other steps consistent with that action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to:

1. Ratify the Mayor's action referred to above;

2. Direct the deactivation of the City's emergency management plan;

3. Terminate the emergency-related powers granted to the City Manager in connection with the previous state of emergency; and

4. Repeal Resolution R-13-2020 related to seeking assistance and resources in connection with the previous state of emergency.

PASSED, ADOPTED AND APPROVED this 1st day of June, 2022.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 5-16-22
_____
Val Steed, Date
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
43

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

Public hearing and discussion for possible action regarding the Monorail Agreement between the City of Las Vegas and TBC-The Boring Company (TBC) to grant TBC the right to install and operate a monorail in the City

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Boring Company, a Delaware corporation, ("The Boring Company"), is engaged in the business of installing and operating a monorail for public transportation in Clark County (the "Vegas Loop"), Nevada pursuant to a Franchise Agreement between Clark County and The Boring Company (the "County Franchise"). The plans for the monorail authorized by the County Franchise will take the Monorail near or to the jurisdictional boundary between the City and Clark County. The Boring Company and the City desire to enter into an agreement by which the Vegas Loop that is operated pursuant to the County Franchise will be extended north of Sahara Avenue into the City.

Pursuant to NRS Chapter 705, the City is authorized to enter into an agreement for the installation and operation of a monorail within the City, and the City must provide notice and a public hearing regarding the proposed agreement in the same manner as for the ordinance proposed to be adopted by the City under circumstances other than in an emergency. The City's ordinance adoption process requires that the City Clerk publish notice of deposit of a proposed ordinance in the City Clerk's Office for public examination and distribution upon request a minimum of ten days prior to its adoption by the City Council. The City routinely holds public hearings regarding the adoption of ordinances. Consistent with the process, the City Council approved a Resolution setting the Public Hearing for the June 1, 2022 meeting of the City Council. The public hearing was duly advertised in the May 19, 2022 edition of the Las Vegas Review Journal.

The purpose, character, terms, time, and conditions that the City proposes to require in response to The Boring Company's request to install and operate a monorail within the City for a fifty (50) year term are fully set forth in the proposed Monorail Agreement.

RECOMMENDATION:
Staff recommends approval of the Monorail Agreement and authorizes the Mayor to execute all related documents, subject to approval by the City Attorney.

BACKUP DOCUMENTATION:
1. Monorail Agreement between the City of Las Vegas and TBC-The Boring Company

MONORAIL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND THE BORING COMPANY

THIS MONORAIL AGREEMENT (this "Agreement") is entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation and political subdivision of the State of Nevada, acting by and through its City Council which is its governing body (the "City") and TBC—THE BORING COMPANY, a Delaware corporation (the "Company").

This Agreement is effective on the later of the date of approval by the City Council or the Company, each as noted on the signature page hereto, as long as approval by one is within sixty (60) calendar days of approval by the other ("Effective Date").

RECITALS

WHEREAS, the Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and duly qualified to transact business within the State of Nevada, is engaged in the business of designing, constructing, financing, operating, and maintaining a Monorail (system for public transportation in Clark County); and

WHEREAS, the City is authorized, pursuant to Chapter 705 of the Nevada Revised Statute ("NRS"), to enter into an agreement for the installation and operation of a Monorail in the Rights-of-Way; and

WHEREAS, the plans for the Monorail authorized by the County Franchise will take the Monorail near or to the jurisdictional boundary between the City and Clark County; and

WHEREAS, the City and Company desire to enter into an agreement by which the Monorail that is operated pursuant to the County Franchise will extend into the City; and

WHEREAS, the City conducted a public hearing regarding this Agreement in the same manner as for an ordinance proposed to be adopted by the City pursuant to NRS 705.695.

NOW, THEREFORE, in consideration of the premises and of the performance by Company of the requirements hereinafter set forth, and subject to the following terms and conditions, the City and Company hereby enter this Agreement.

AGREEMENT

SECTION 1. DEFINITIONS.

When not inconsistent with the text, words used in the present tense include future tense, words used in the singular number include the plural number and vice versa, and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory, and "may" is permissive. In addition, the following definitions shall apply:

1.1 "Applicable Law" means all federal, state, and local governmental rules, including the Las Vegas Municipal Code, policies, permits, authorizations, regulations, ordinances, codes, statutes, and laws, now or hereafter in effect pertaining to the Monorail.

1.2 "City Code" or "Code" means the official code of all ordinances of a general and permanent character of the city of Las Vegas, State of Nevada, as may be adopted and amended by the City Council.

1.4 "City Council" means the City Council of the City of Las Vegas.

1.5 "City Manager" means the City Manager appointed by the City Council, or his or her designee.

1.6 "Civic Station" means a Vegas Loop station that would support Vegas Loop trip demands in generalized districts or areas in the Downtown Master Plan or other areas identified by the City.

1.7 "Commence Construction" or "Commencement of Construction" means the date on which the first physical construction of the Monorail in the City is initiated, after all necessary permits are issued for such work.

1.8 "Company" means TBC–The Boring Company, a Delaware corporation.

1.9 "Effective Date" means the effective date of this Agreement, as specified in the second paragraph of this Agreement.

1.10 "Force Majeure" means acts of God, epidemics, pandemics, quarantine restrictions, freight embargoes, explosions, strikes, sabotage, riots or civil disturbances, acts of public enemies, unusually severe weather, and natural disasters such as floods, earthquakes, landslides, and fires.

1.11 "Gross Revenue" shall have the meaning set forth in LVMC 6.92.010 and clarified in Section 8.2.

1.12 "LVFR" shall mean Las Vegas Fire and Rescue, the City's fire department.

1.13 "Lender" means (i) purchasers of debt obligations issued to finance or refinance the Monorail; (ii) any bank, trust company, corporation or other institution lending money to the Company to finance or refinance the Monorail; and (iii) any municipal bond insurer, issuer of a letter of credit, surety or other security instrument supporting such debt obligation. Lender's rights under this Agreement may only be exercised through the Lender's Agent.

1.14 "Lender's Agent" means the trustee for the debt obligations issued to finance or refinance the Monorail, together with any successors or assigns thereof, and representative of the Lenders, who provides notice of their status as the same to the City; at any given time there may be only one Lender's Agent to exercise the rights of the Lender.

1.15 "LVMC" means the Las Vegas, Nevada Municipal Code, as it may be amended from time to time by the City Council.

1.16 "Master Business License" shall have the meaning set forth in LVMC 6.92.010.

1.17 "Monorail" means the same as NRS 705.650 and specifically consists of an all-electric underground transportation system installed, operated, and maintained on a fixed guideway, including emergency egress and associated appurtenances.

1.18 "Operating and Maintenance Costs" shall have the meaning set forth in LVMC 6.92.010 and clarified in Section 8.6.G.

1.19 "Rights-of-Way" shall have the meaning set forth in LVMC 6.92.010.

1.20 "Substituted Entity" means any person or entity selected by the Lender's Agent and approved by the City Council in accordance with this Agreement to perform the obligations and succeed to the rights hereunder of the Company, after any Lender has acquired the Company's rights hereunder.

1.21 "Vegas Loop" refers to the transportation system composed of the Monorail granted under this Agreement (as reflected in **Exhibit A**, excluding those projects active under separate entitlement), and the connected Monorail in Clark County.

SECTION 2. GRANT OF AUTHORITY TO USE RIGHTS-OF-WAY.

2.1 The Company is hereby granted the right to install and operate a Monorail that is part of the Vegas Loop and related facilities in, on, along, under, or over the approved portions of the Rights-of-Way within the Monorail Route as depicted on **Exhibit A**. Except as otherwise provided in this Agreement or applicable LVMC provisions, the Company shall have the right:

A. to establish and to revise from time to time the frequency of service and schedules of operation of the Monorail; and

B. to charge and collect fares from customers; and

C. to establish, modify and adjust from time to time the fares to be charged; and

D. to establish promotional and fare programs and to enter into arrangements with hotel and resort owners for discounted and/or free use of the Monorail by patrons; and

E. to display advertising and to establish concessions in connection with the Monorail, except for advertising that is installed on non-moving structures and that is easily visible in tunnels within the Rights-of-Way unless otherwise approved by the City Council; and

F. To lease space on the Monorail to vendors, merchants, advertisers, public utilities, or cable companies pursuant to this Agreement.

2.2 The Company, at its sole cost and expense, shall obtain all other property rights, permissions, and privileges necessary to own, operate, and maintain the Monorail. The rights granted by this Agreement are a privilege and will not impart to the Company any right in any Rights-of-Way, or right to obstruct or interfere with the flow of vehicular or pedestrian traffic in any Rights-of-Way with the exception of temporary road closures or other similar temporary and discrete incidents, if necessary, during construction, as approved by the City and subject to this Agreement obtaining all necessary permits from the City. In addition, the Company shall, at its sole cost and expense, obtain all other necessary permits and approvals as required by federal, state, and local law.

2.3 Further, the Company's performance and exercise of its rights and obligations under this Agreement shall not interfere with the ability of the City or any other public body governed or affiliated with the City which has rights to the Rights-of-Way, to install, maintain, or use the existing or future improvements, including, but not limited to, street lighting systems, traffic control systems, sidewalks, water supply and distribution systems, sanitary sewer collection systems, and drainage and storm water collection and transmission systems. Assuming there is no other commercially reasonable solution as determined by the Director of the Department of Public Works, the Company will be responsible for the cost to adjust or modify any vertical elements of the Monorail in the public rights-of-way, such as ventilation shafts and egress stairways, located at the surface of the public street necessitated by a public project. Such obligation does not apply to vertical elements constructed outside the public right-of-way, nor to horizontal elements, such as tunnels and adits.

The Company will coordinate with the City on the design of the tunnel's horizontal alignment and vertical profile prior to commencing each phase of the Vegas Loop in order to minimize the probability of potential conflicts with future improvements.

2.4 The Company shall notify the public utilities, franchisees, and licensees who have rights in any Rights-of-Way or property of Monorail installation, operation, and maintenance activities that may affect the rights of said public utilities, franchisees, and licensees. The Company shall cooperate with said public utilities, franchisees, and licensees. The installation, operation, and maintenance of the Monorail shall not interfere with public or private improvements in the Rights-of-Way, including, but not limited to, public utilities, franchisees, and licensees.

2.5 The Company shall have the right, privilege, and authority to make any improvements, upgrades, and capacity enhancements to the Monorail consistent with the terms of this Agreement and subject to the additional approvals required by the City and the LVMC as amended from time to time.

2.6 There is hereby specifically excluded from the right, privilege, permission, and authority hereby given, the right, privilege, permission, and authority to, in any way, engage in activities other than those

reasonably necessary to install, operate, and maintain a Monorail and those described in paragraph 2.1 above. No right, privilege, permission, or authority is granted by, or to be inferred from, this Agreement, except those specifically described herein.

2.7 The Company may not expand its rights granted under this Agreement to install, operate, and maintain its facilities in the Rights-of-Way beyond the original geographic route contemplated in this Agreement without first obtaining the additional approvals required by the City.

2.8 Changes, additions, and amendments to this Agreement shall be in accordance with the LVMC. In the event that an amendment of this Agreement is approved by the City Council, such amendment shall be subject to those terms and conditions as contemplated in said amendment.

2.9 The Company agrees to provide to the City Department of Public Works a plan for construction to be approved by the Director of Public Works. The plan shall show each phase of construction along with the timeline for construction, completion, and start of operation of each phase. Each phase shall demonstrate the ability to operate independently or separately from the remaining phases.

2.10 In the event that the Company fails, for reasons other than Force Majeure or any other reason permitted by this Agreement, to Commence Construction of the Monorail within three (3) years after the Effective Date of this Agreement, or to operate one or more phases of the Monorail in Rights-of-Way within three (3) years following Commencement of Construction, upon forty-five (45) calendar days' written notice specifying such failure and after giving the Company and/or Lender's Agent an opportunity to be heard, the City Council may terminate this Agreement. The City Council may reinstate this Agreement at its sole discretion upon such terms as it deems appropriate.

2.11 The Company's Monorail is not compatible with and cannot feasibly be connected to any other existing system of transportation operated on a public fixed guideway in the City. If another private entity desires to connect to the Company's system, the Company must comply with NRS 705.700.

2.12 The City and the Company conclude and agree that no provision of this Agreement is in conflict with the intent or the language of NRS Sections 705.610 through 705.700. The Company hereby waives any current or future claim to the contrary, and agrees that neither it nor any affiliate will raise any claim or defense to the contrary, in any forum.

SECTION 3. AGREEMENT NON-EXCLUSIVITY; DURATION; CONDITIONS.

3.1 This Agreement shall be non-exclusive (except to the extent provided in Section 7 below) and shall be in force and effect from the Effective Date for a fifty (50) year period (the "Term").

3.2 All applicable provisions of the LVMC, applicable National Fire Protection Association ("NFPA") fire and life safety standards as determined by LVFR and the City Building Departments, and all provisions of this Agreement shall be binding upon the Company, its successors, or assignees. In the event of any conflict between any applicable provisions of the LVMC and any provisions of this Agreement, the LVMC provision shall control.

3.3 The Company acknowledges that this Agreement is for installation of facilities in Rights-of-Way as identified in this Agreement only, and that installation in, on, under, along, or above other City property or private property may be permitted only through a separate agreement with City or an agreement with the private property owner or acquisition of the necessary property rights.

3.4 The Company shall at all times during the term of this Agreement be subject to all lawful exercise of the police power by the City, including any and all ordinances, rules, or regulations which the City has adopted or may adopt, which apply to the public generally. Any conflict between the provisions of this Agreement and any other present of future lawful exercise of City police powers shall be resolved in favor of said City police powers.

3.5 The Company shall not permit another person to own or use public utility facilities as defined in LVMC 14.08.050, or cable service and video service facilities as defined in NRS 711, in, on, along, under or above the Company's authorized Monorail route located in Rights-of-Way or within or on Company's Monorail unless the person so owning or using such facilities has obtained all necessary business licenses, franchises, permits, or Rights-of-Way licenses from the City.

3.6 The Company shall not conduct business activities which require background investigation for licensure or which require licensing, franchising, or permitting under the LVMC without first obtaining such licensing, franchising, or permitting, including but not limited to liquor sales, gaming, room rental, public utility services, and cable and video services.

3.7 If the City, pursuant to the causes and/or rights set forth in this Agreement requests the Company to decommission any or all portions of the Monorail then the Company shall comply with the Decommissioning Plan, attached hereto as **Exhibit B**, and the rights granted under this Agreement for that portion(s) of the Monorail is thereby terminated. If it is determined by the Director of the City's Department of Public Works that the Monorail interferes with an existing or future public improvement, then within thirty (30) calendar days of receipt of written notice from the Department of Public Works, the Company agrees to resolve the conflict pursuant to the Decommissioning Plan, at no cost or expense to the City, and in accordance with all applicable laws, regulations, standards, and specifications, whether federal, state, or local. If the Company does not perform this work within thirty (30) calendar days, the City, or its contractor, may do so at the Company's expense and the Company agrees to pay the City the reasonable cost of the work within thirty (30) calendar days of receipt of invoice from the City.

SECTION 4. PERMITS, LICENSES AND APPROVALS.

4.1 The City's Planning Commission conditionally approved a Special Use Permit 20-0204-SUP1 (the "SUP") at the November 10, 2020 City Planning Commission meeting. Thereafter, the City Council conditionally approved the SUP at the December 16, 2020 City Council meeting. A copy of the SUP conditions is attached hereto as **Exhibit C**. Among other items, the SUP is conditioned on the City and the Company entering this Agreement and the City's issuance of a Monorail Master Business License. Any changes to the SUP shall require applicable approvals from the City, including any changes to the Vegas Loop alignment attached hereto as **Exhibit A**.

4.2 The City hereby grants, contemporaneously with this Agreement, a Monorail Master Business License in accordance with LVMC 6.92.030.

4.3 Pursuant to NRS 705.700 (1) and (2), and except as provided in Sections 4.1 and 4.2 above, this Agreement places restrictions on the issuance of those permits, licenses, and approvals required for the construction and operation of the Monorail by requiring that any such permits, approvals, licenses, conformity requirements, or permissions required from the City shall require approval pursuant to applicable provisions of the LVMC.

SECTION 5. INSTALLATION REQUIREMENTS.

5.1 Installation of the Monorail shall utilize substantially the same or better technology as used in the Las Vegas Convention Center Loop.

5.2 Installation of the Monorail shall be in accordance with the provisions of LVMC and any conditions imposed by any department of the City acting in its regulatory capacity.

5.3 All public improvements performed by the Company in the Rights-of-Way shall be inspected, completed, and accepted in accordance with all applicable LVMC provisions and City procedures.

5.4 If the Company causes any damage to any of the Rights-of-Way, Company shall, at its sole cost, promptly repair and restore the damaged area to the City's satisfaction, in accordance with all applicable LVMC provisions and City standards.

5.5 The Monorail shall be designed and constructed in accordance with all applicable federal, state, and local laws, rules, and regulations, including the Americans with Disabilities Act and all building, electrical, fire, and safety codes.

5.6 All plan review, permit, inspection, operational certificate and other fees shall be paid by the Company in accordance with applicable LVMC provisions and City procedures, unless otherwise specified in this Agreement.

5.7 Inspections of the Monorail and issuance of building permits shall be in accordance with applicable LVMC provisions and City procedures, including any inspections that the City may deem necessary.

5.8 A Certificate of Operation shall be issued and renewed annually in accordance with applicable City procedures, which shall be required for the Company to operate the Monorail. The Company's failure to operate the Monorail in accordance with all requirements of the Certificate of Operation may constitute grounds for the City to suspend the Certificate of Operation and the Company's rights under this Agreement.

5.9 The Company shall maintain and provide to the City's Directors of the Public Works and the Building and Safety Departments, upon request and at no cost to the City, detailed and accurate as-built plans for the Monorail or any portions thereof.

5.10 Actions required of the City departments and personnel pursuant to this Section 5 shall be performed with due diligence and without unreasonable delay.

SECTION 6. OPERATING REQUIREMENTS.

6.1 The Company shall cause the Monorail to be operated and maintained in accordance with applicable provisions of the LVMC.

6.2 The Company may contract with another person to act as the operator of the Monorail. The Company will ultimately be responsible for compliance with all requirements in this Agreement and the LVMC.

6.3 The Company shall at all times during the term of this Agreement provide the necessary personnel, equipment, maintenance, and services to assure the safety and security of the public and employees within the Vegas Loop.

6.4 The Company shall conduct Critical Infrastructure Vulnerability Assessments of the Monorail in accordance with the National Infrastructure Protection Plan issued by the Cybersecurity & Infrastructure Security Agency of the U.S. Department of Homeland Security. The Company shall coordinate with LVFR, City Building Department, and the Department of Homeland Security on a regular basis, including discussions pertaining to the results of the initial and future Critical Vulnerability Assessments. No City Building Department permits shall be issued until LVFR and City Building Departments have approved in writing that it is satisfied with the Company's public safety and security plans.

SECTION 7. COMPETING TRANSPORTATION FACILITIES.

7.1 This is a non-exclusive agreement. The City may grant as many monorail franchises or enter into as many monorail agreements, as it desires to any person(s) it desires, as long as any future monorails do not physically or operationally conflict with this Agreement, as solely determined by the City Council. However, the City shall not require that any facilities of the Monorail be used for other monorails or other transportation systems. The Company acknowledges and agrees that the City may grant franchises or

additional agreements that grant the right to operate within the Rights-of-Way, including, but not limited to, those that maybe located and operated in the area adjacent to and/or above or over the Monorail and/or above or over the surface of the Rights-of-Way.

SECTION 8. MASTER MONORAIL BUSINESS LICENSE PAYMENTS AND FEES.

8.1 The Rights-of-Way used by the Company are valuable properties acquired, operated, and maintained by the City at considerable expense to the City's residents. The rights and privileges granted by this Agreement to use the Rights-of-Way have a value, without the use of which it would be unfeasible for Company to install and operate the Monorail. In consideration of such value, Company shall pay all fees required for its Monorail Master Business License Pursuant to LVMC Chapter 6.92 and as otherwise detailed herein.

8.2 Gross Revenue, as defined in LVMC 6.92.010 and clarified herein, includes all revenue received by the Company related to Monorail service (such as fares, advertising, and concessions), minus federal, state, and local taxes collected by the Company, and refunds. Revenue received from interest/investment earnings or from third parties to reimburse or offset costs incurred by the Company for design, engineering or construction work, Monorail operations and maintenance work or comparable non-service-related fees shall not count towards Gross Revenue.

8.3 The Master Monorail Business License Fee shall become payable on the day of the first paid fare, which will establish the start date of this Agreement's fee structure. Unless modified pursuant to Section 8.7, the Master Monorail Business License Fee shall be assessed, and funds allocated, amongst three "Gross Revenue Tiers" on a quarterly basis as follows:

Tier 1:

Quarterly Gross Revenue less than or equal to TEN MILLION DOLLARS ($10,000,000): One Half of One Percent (0.5%) of Quarterly Gross Revenue to the City's General Fund

Tier 2:

Quarterly Gross Revenue between TEN MILLION AND ONE DOLLAR ($10,000,001) and TWENTY-FIVE MILLION DOLLARS ($25,000,000):

→ FIFTY-THOUSAND DOLLARS ($50,000) (calculated as 0.5% of $10,000,000) to the City's General Fund plus

→ with respect to any Quarterly Gross Revenue between TEN MILLION AND ONE DOLLARS ($10,000,001) up to TWENTY-FIVE MILLION DOLLARS ($25,000,000): One Half of One Percent (0.5%) of such Quarterly Gross Revenue to the City's General Fund and Four and One Half Percent (4.5%) of such Quarterly Gross Revenue to the Civic Station Revenue Fund ("CSRF").

By way of example, Quarterly Gross Revenue of TWENTY FIVE MILLION DOLLARS ($25,000,000) would result in ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) (calculated as 0.5% of $25,000,000) to the City's General Fund and SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (calculated as 4.5% of $15,000,000) to the CSRF.

Tier 3:

Quarterly Gross Revenue greater than or equal to TWENTY-FIVE MILLION AND ONE DOLLARS ($25,000,001):

→ ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) (calculated as 0.5% of $25,000,000) to the City's General Fund, SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (calculated as 4.5% of $15,000,000) to the CSRF, plus

→ with respect to any Quarterly Gross Revenue greater than or equal to TWENTY-FIVE

MILLION AND ONE DOLLAR ($25,000,001): Five Percent (5.0%) of such Quarterly Gross Revenue to the City's General Fund.

By way of example, Quarterly Gross Revenue of FIFTY MILLION DOLLARS ($50,000,000) would result in ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) (calculated as 0.5% of $25,000,000 plus 5.0% of $25,000,000) to the City's General Fund and SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (calculated 4.5% of $15,000,000) as to the CSRF.

8.4 Quarterly Gross Revenue is the total Gross Revenue earned in a quarter for the entire Vegas Loop multiplied by the number of passenger rides originating in the City divided by the number of passenger rides in Vegas Loop in such quarter. For example, if Gross Revenue for Vegas Loop in a quarter was ONE THOUSAND DOLLARS ($1,000) and One Hundred (100) total passenger rides occurred in said quarter with Seventy-Five (75) passenger rides originating outside the City and Twenty-Five (25) passenger rides originating in the City, TWO HUNDRED FIFTY DOLLARS ($250) would be the Quarterly Gross Revenue attributable to City.

Further, by way of example, a single vehicle trip in the Vegas Loop going from the Strat Hotel (i.e. in the City) to the Aria Hotel (i.e. outside the City) with three (3) passengers is equal to three (3) passenger rides originating in the City.

8.5 The three (3) "Gross Revenue Tiers" for Quarterly Gross Revenue shall be adjusted annually on July 1 of each calendar year by a percentage, rounded to the nearest hundredth of a percent, of increase in the annual average of the Consumer Price Index (CPI)–All Urban Consumers (U.S. City Average, All Items, Base Period 1982-84=100, Not Seasonally Adjusted, Series ID: CUUR0000SA0, as published by the U.S. Department of Labor, Bureau of Labor Statistics) between the most recent twelve-month period ending on December 31 as compared to the prior twelve-month period ending on December 31; or the nearest comparable data on changes in the cost of living, if such index is no longer published. The initial CPI adjustment shall occur on the first July 1st that occurs at least one (1) year after the first paid fare.

8.6 The CSRF shall be restricted and may only be used as follows:

A. The Company shall deposit the CSRF funds, as described above, to an account held by the Company, auditable by the City at its own expense. Monies deposited into the CSRF may only be withdrawn pursuant to the terms of this Agreement.

B. At any time during the Term and prior to the conversion to the Clark County revenue model contemplated in Section 8.7 below, either party may make a written request to the other party that identifies a Civic Station or multiple Civic Stations and associated tunnel extensions necessary to enable the proposed Civic Station to be operational with connectivity to the Vegas Loop, including the planning, design, construction, and operations and maintenance for a proposed term (each, a "Civic Station Request"). The City agrees to consider a written Company Civic Station Request and will provide written notice of the acceptance or rejection of said Company Civic Station Request within thirty (30) calendar days thereafter. Failure by the City to provide written notice of the acceptance or rejection of said Company Civic Station Request within thirty (30) calendar days shall be deemed a rejection. The Company agrees to consider a written City Civic Station Request.

C. Upon the City's written acceptance of a Company Civic Station Request, or upon a City Civic Station Request to the Company, the Parties will negotiate in good faith to finalize the Company's development proposal (each, a "Development Proposal") under separate written agreement within ninety (90) calendar days or other time mutually agreed to by the Parties in writing (the "Civic Station Proposal Term") after the (i) City's written acceptance of the Company Civic Station Request; or (ii) the Company's receipt of a City Civic Station Request. Funds in the CSRF may only be withdrawn upon the execution by

both Parties of an agreement to allocate funds in connection with a Development Proposal, except pursuant to Section 8.7A.

D. During the Civic Station Proposal Term, the Parties agree that the unallocated funds in the CSRF shall not be withdrawn by either party who otherwise may have a right to withdraw from the CSRF pursuant to this Agreement. During an active Civic Station Proposal Term or during the thirty (30) day calendar notice period contemplated in Section 8.7A, neither party may submit additional Civic Station Requests.

E. If the Parties are unable to timely finalize a Development Proposal under separate written agreement during the Civic Station Proposal Term or any extension thereof, then the Civic Station Request shall expire and the then unallocated funds in the CSRF shall remain in place until such earlier time (i) either party makes another Civic Station Request to the other party, or (ii) the conversion to the Clark County revenue model contemplated in Section 8.7 below occurs.

F. Upon the mutual written acceptance of a Development Proposal, and if the CSRF balance is inadequate to reimburse the cost of the Development Proposal, either party may use other monies to accelerate the planning, design, construction, and operations and maintenance for a proposed term, of said Development Proposal (the "Civic Station Accelerated Monies"). The Civic Station Accelerated Monies may be reimbursed with funds from the CSRF upon mutual written agreement of the Parties, and as the CSRF balance increases with deposits pursuant to Section 8.3, the party providing the Civic Station Accelerated Monies shall be reimbursed on a quarterly basis thereafter until such time the Civic Station Accelerated Monies are reimbursed in full. At no time shall either party be required to expend monies to reimburse the other party for Civic Station Accelerated Monies.

G. Operation and maintenance costs associated with Civic Stations include utilities, site security, land lease payments, and ongoing maintenance and repair costs.

H. City may separately hire a third-party other than Company to plan, design, build, operate, or maintain a Civic Station that would be located on the Vegas Loop alignment and in conformance with Company specifications. However, the City may not draw from the CSRF to undertake the actions set forth in this Section 8.6.H..

8.7 Civic Station Revenue Funding Model Conversion.

A. After the tenth (10th) anniversary of this Agreement's Effective Date, either party shall have the right to convert, upon no less than thirty (30) calendar days' written notice to the other party, the three Gross Revenue Tiers contemplated in Section 8.3 to the two Gross Revenue Tiers detailed in the 2021 *Clark County Franchise Agreement Granted to The Boring Company* (the "Clark County Franchise") on file with the Clark County Clerk as the terms existed on the Effective Date of this Agreement and adjusted for CPI increases, adapted to apply to the City as stated herein below. The conversion to the two Gross Revenue Tiers contemplated in the Clark County Franchise shall then be applicable to the next calendar quarter and thereafter. If a party provides notice under this Section 8.7 during a Civic Station Proposal Term, the right to convert to the Clark County revenue model shall be available immediately upon the later of (i) the expiration of the Civic Station Proposal Term or (ii) thirty (30) calendar days after notice was provided.

The Clark County Franchise Section 8, *Franchise Payments and Fees*, established two Gross Revenue Tiers, to be calculated on a quarterly basis, adapted for the City as follows:

→ with respect to Quarterly Gross Revenue less than or equal to a threshold of SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($17,500,000): One-half percent (0.5%) of Quarterly Gross Revenue to the City's General Fund.

→ with respect to Quarterly Gross Revenue greater than a threshold of SEVENTEEN MILLION

FIVE HUNDRED THOUSAND DOLLARS ($17,500,000): One-half percent (0.5%) of the first SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($17,500,000) of Quarterly Gross Revenue and five percent (5%) of all Quarterly Gross Revenue in excess of SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($17,500,000) to the City's General Fund.

By way of example, Quarterly Gross Revenue of FIFTY MILLION DOLLARS ($50,000,000) would result in ONE MILLION SEVEN HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($1,712,500) (calculated as 0.5% of $17,500,000 plus 5.0% of $32,500,000) to the City's General Fund.

B. The two Gross Revenue Tiers would also be adjusted to the then existing threshold limit on the date either party provides a written request to the other party to convert to the two Gross Revenue Tiers fee model. The Clark County Franchise Section 8.3 contemplates an annual Consumer Price Index adjustment on July 1 of each year after the Effective Date of the Clark County Franchise. Therefore, at the date of conversion to the two Gross Revenue Tiers, and in each subsequent year thereafter, the SEVENTEEN MILLION FIVE HUNDRED THOUSAND ($17,500,000) threshold referenced in this Section 8.7 shall be established by the then existing adjusted Clark County Franchise threshold due to Consumer Price Index adjustments.

8.8. Upon conversion to the Civic Station revenue funding model to the Clark County revenue model contemplated in Section 8.7 above or at the end of this Agreement, including any extensions thereof, the Company and the City shall evenly split any remaining balance in the CSRF. Each party may use the proceeds in its sole and absolute discretion.

8.9 Payments and fees due and payable by the Company pursuant to this Section are due no later than fifteen (15) calendar days after the end each calendar quarter. Payments and fees are subject to the provisions of LVMC 6.92.050 regarding the delinquency in fee payments.

Checks for Master Monorail Business License Fees to the City's General Fund shall be made payable to the "City of Las Vegas" and mailed or delivered to the City's Finance Department. The place and time of payment may be changed at any time by City upon thirty (30) calendar days' written notice to Company.

Acceptance by the City of any payment due under this Agreement or LVMC 6.92 shall not be deemed a waiver by the City of any breach of Company's obligations under this Agreement or applicable law, and such acceptance shall not preclude the City from later collecting a larger amount that was due in accordance with federal, state, and local laws.

SECTION 9. PUBLIC SAFETY PAYMENTS AND FEES.

9.1 LVFR shall develop a list of equipment that Company will purchase to cover LVFR's public safety costs in connection to the Monorail. Prior to the issuance of the first construction permit the Company shall pay the City an amount to be determined by the Parties, and shall make subsequent payments thereafter as agreed upon by the Parties, which may include both equipment costs and operating costs, as determined by the Parties. No permits shall be issued until LVFR is satisfied, in its reasonable discretion, with the equipment list, associated operating costs and payment phasing.

SECTION 10. FINANCIAL REPORTING.

10.1 In lieu of any detailed financial report required in LVMC 6.92.060, the Company shall submit Gross Revenue information by type of revenue, such as fares (whether paid by the passenger or a resort or a convention organizer as part of a promotion), advertising, etc., and attested to by an independent Certified Public Accountant. This report shall consist of only the data required to calculate Gross Revenue: total number of rides in the Monorail, in the City and the County; total advertising, concession and other revenue

for the Monorail; total quarterly Gross Revenue apportioned to City; and the Master Monorail Business License fee amount.

10.2 The Company shall submit with its annual report required in paragraph 10.1 a list of any and all persons using the Company's facilities, pursuant to Section 3.5 of this Agreement, during the prior year.

10.3 The Company shall retain all Monorail records and reports and shall allow for audits of Gross Revenue (and not, e.g. Operations and Maintenance costs), at the City's expense (except for travel expenses to be paid by the Company if the records are not within the boundary of Clark County), of its records in accordance with applicable provisions of LVMC 6.92.060.

SECTION 11. REVOCATION; SUSPENSION; PENALTIES.

11.1 In the event that the Company has failed to comply with the applicable provisions of the LVMC, this Agreement, or the applicable laws or regulations of the State of Nevada or of the United States, the Company and Lender's Agent shall be given sixty (60) calendar days from receipt of written notification of same from the City to remedy such failure; provided that, if the Company or Lender's Agent submits a written request to the City within such sixty (60) calendar days, the request shall be placed before the City Council and the Company and/or Lender's Agent shall be given an opportunity to be heard. Such sixty (60) calendar day period may be extended by the City Council if it determines that the cause of such failure may be corrected but cannot reasonably be corrected within sixty days. In the event that the failure has not been remedied within the sixty (60) calendar day period or other amount of time authorized by the City Council, the City Council may, in its sole discretion, choose to:

A. impose monetary fines and other penalties upon the Company and/or Operator, including but not limited to: (i) assessment of penalties upon this Agreement in an amount deemed appropriate by the City Council, but not exceeding the amount of the security deposit established in the applicable paragraphs of Section 17 of this Agreement; (ii) suspension of construction or operation of the Monorail; or (iii) restriction of business activities of the Monorail and Monorail Master Business License; or

B. revoke or suspend this Agreement or Monorail Master Business License and impose terms for reinstatement or continuance of either; or

C. make or cause to be made appropriate claims under any completion or performance security provided pursuant to the applicable paragraphs of Section 17 of this Agreement.

Notwithstanding paragraph B above, unless the Company has abandoned the Monorail as described in Section 12 hereof, the City shall not revoke or suspend this Agreement or Monorail Master Business License unless the City has obtained a final judgment from a court of competent jurisdiction that the Company has defaulted on its obligations under applicable provisions of the LVMC, this Agreement, or the applicable laws or regulations of the State of Nevada or of the United States, provided: (i) the judgment is not appealable; or (ii) the losing party has failed to file an appeal in the time permitted under applicable law.

11.2 Any such monetary fines or penalties shall be due within thirty (30) calendar days of written notification by the City, made payable to the City, and delivered to the City's Director of Community Development at the City's address indicated in Section 22 of this Agreement. A late charge of five percent (5%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) calendar days of the written notification.

11.3. If a fine or penalty which has been imposed by the City Council is not paid within thirty (30) calendar days from the date of written notification from the City to the Company and/or Lender's Agent, the Company or Lender's Agent hereby grant the City authorization to deduct the amount of the fine or penalty plus late charges, if any, from the security deposit provided for such purposes, pursuant to the

applicable paragraphs of Section 17 of this Agreement and the applicable sections of LVMC. If at any time the City has drawn upon such security deposit, the Company shall within thirty (30) calendar days of deficiency of funds replenish such security to the original minimum amount established in the applicable paragraph of Section 17 of this Agreement.

SECTION 12. ABANDONMENT OF MONORAIL.

12.1 In the event that:

A. the Company (i) does not successfully complete the construction of the Monorail; (ii) has stopped construction of the Monorail or all or a material portion of the Monorail, including the portion located in the Rights-of-Way for a period in excess of one hundred eighty (180) calendar days; or (iii) has not been in continuous operation (as scheduled) transporting passengers for a period in excess of one hundred eighty (180) calendar days, and has made no effort to cure the above circumstances, unless such failure to operate is permitted by the LVMC or the City Council or a Force Majeure event, or the terms of this Agreement; and

B. such failure to operate has not been remedied within sixty (60) calendar days after receipt by the Company and/or Lender's Agent of written notice from the City specifying the same, provided that if the Company or Lender's Agent submits a written request to the City within sixty (60) calendar days, the request shall be placed before the City Council and such sixty (60) calendar day period may be extended by the City Council if it reasonably determines that the cause of such failure may be corrected but cannot reasonably be corrected within sixty (60) calendar days; and

C. the Company and/or Lender's Agent are given an opportunity to be heard; then the City Council may declare all or such portion of the Monorail to be abandoned and may terminate this Agreement and the Monorail Master Business License with respect to all of the Monorail or such portion of the Monorail so determined to be abandoned. Upon abandonment, the Company shall comply with the terms of the Decommissioning Plan, attached hereto as **Exhibit B** and by this reference incorporated herein.

SECTION 13. TRANSFERS AND ASSIGNMENTS.

13.1 This Agreement shall grant a privilege that is in the public trust and personal to the Company. The Company's obligations under this Agreement involve personal services whose performance involves personal credit, trust, and confidence in the Company. No Transfer or Assignment of this Agreement shall occur except as approved by the City Council. Request for Transfer and Assignment of this Agreement pursuant to this Section 13 shall not be unreasonably withheld or delayed by the City Council.

Notwithstanding the foregoing, this Agreement may be transferred or assigned to an affiliate or nonprofit related to the Company that is qualified to perform under this Agreement without such City Council approval.

SECTION 14. LENDER'S RIGHTS.

14.1 At any time, and from time to time during the term of this Agreement, the Company shall have the right, at its sole cost and expense, to grant a security interest in, mortgage, pledge, hypothecate, grant a deed in trust or otherwise encumber, or assign revenues, issues and profits of the Monorail or collaterally assign an interest in this Agreement and to assign or pledge the same as security for any loans or other debt obligations. All fees and payments payable to the City under this Agreement and required by the City to take priority over all other debt obligations of the Company.

14.2 The Lender's Agent shall register with the City its name and address in writing. The City shall provide the Lender's Agent with all notices sent to the Company.

14.3. In the event the City issues a notice under Section 11 or 12 hereof, the Lender's Agent may, within the cure period specified in such notice, remedy the failure of the Company, and the City shall accept such performance by the Lender's Agent as if the same had been done by the Company.

14.4 The Lender's Agent may propose a Substituted Entity to act in place of the Company. The City shall have no obligation to approve such Substituted Entity unless that entity demonstrates to the City's satisfaction that it has the financial resources and experience to timely perform the obligations of the Company under this Agreement. A Substituted Entity may not act in place of the Company for more than one year from the date approved by the City. The Company and/or Lender's Agent may apply for Transfer and Assignment of this Agreement to the Substituted entity, which may be approved by the City Council in its sole discretion.

14.5 In the event the City determines to terminate this Agreement, the Lender's Agent, if applicable, shall thereupon have the option to have all rights, obligations and duties of the Company under this Agreement Transferred and Assigned by the City, pursuant to the requirements of Section 13 of this Agreement, to the Lender's Agent or to a Substituted Entity approved by the City effective upon the Lender's Agent or Substituted Entity: (i) executing an agreement, acceptable to the City, by which such Lender's Agent or Substituted Entity assumes all rights, obligations and duties of the Company under this Agreement; (ii) paying any and all sums which would, at the time of such assumption, be due under this Agreement but for such assumption; and (iii) fully remedying any existing deficiencies under this Agreement and the LVMC.

14.6 The Company shall ensure that Lender, Lender's Agent, or any other creditor of the Company, does not place a lien on Rights-of-Way. If liens are placed on Rights-of-Way the Company shall take immediate action to remove the lien.

SECTION 15. INDEMNIFICATION AND LIABILITY.

15.1 The Company shall indemnify, hold harmless, and defend the City, its officers and employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, costs of investigation and litigation, attorneys' fees and expenses, consultants' fees and expenses, and expert witnesses' fees and expenses, judgments or liability of any kind arising out of or in any way connected with (i) the design, installation, construction, operations, maintenance, or condition of the Monorail; (ii) the remediation, decommissioning or abandonment of the Monorail, including obligations under the Decommissioning Plan; (iii) any action or inaction, including intentional, reckless or willful misconduct, by the Company, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the Monorail, the Rights-of-Way, and this Agreement; and (iv) the Company's obligations set forth in this Agreement. The amounts and types of required insurance coverage set forth in this Agreement and the LVMC shall in no way be construed as limiting the scope of indemnity set forth in this Section.

The Company agrees, within thirty (30) calendar days of receipt of invoice from the City to pay all reasonable attorney's fees and such other costs and/or expenses as required by the City in handling of and/or for the defense of such claims and any other legal actions in addition to those items mentioned above.

The Company agrees to repair and/or restore, to the satisfaction of the City, any damage sustained to public property, including, but not limited to, Rights-of-Way and any improvements thereto, caused by the Company and/or the Monorail. The Company shall provide such repair and/or restoration immediately after damage is incurred. The City does not warrant the condition of the Rights-of-Way for the Monorail. The Company accepts use of the Rights-of-Way in its "AS-IS" condition.

The Company agrees and acknowledges that the use of the Rights-of-Way, by the City or other authorized users, as set forth herein, may disturb the Monorail and the City shall not be responsible for

damage or disturbance to the Monorail resulting from the use of the Rights-of-Way. The foregoing notwithstanding, the Company agrees that the City will not be liable or responsible for any damage or injury to the Monorail unless such damage or injury results from direct physical contact with the Monorail and is directly and solely caused by the active negligence or intentional actions of the City, its officers or employees.

This Section survives termination of this Agreement and applies to the Monorail in a decommissioned or abandoned status.

15.2 The following procedures shall apply to all claims for indemnification under this Section 15.

A. If the City receives notice of or otherwise has actual knowledge of a claim which it believes is within the scope of indemnification owed to it under this Section 15 by the Company, it shall by writing as soon as practicable:

(1). inform the Company of such claim; and

(2). send to the Company a copy of all written materials the City has received asserting such claims; and

(3). notify the Company that either: (i) the defense of such claims is being tendered to the Company; or (ii) the City has elected to conduct its own defense for a reason set forth in Subsection 15.2.E below.

B. If the insurer under any applicable insurance policy accepts tender of defense, the Company and the City shall cooperate in the defense as required by the insurance policy. If no defense is provided by insurers under potentially applicable insurance policies, then Subsections 15.2 (C), (D), (E) and (F) below shall apply.

C. If the defense is tendered to the Company, it shall within forty-five (45) calendar days of said tender deliver to the City a written notice stating that the Company:

(1). accepts the tender of defense and confirms that the claims are subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter; or

(2). accepts the tender of defense but with a "reservation of rights" in whole or in part; or

(3). rejects the tender of defense if it reasonably determines it is not required to indemnify against the claims under this Section 15.

If such notice is not delivered within such forty-five (45) calendar days, the tender of defense shall be deemed rejected.

D. If the City gives notice under Subsection 15.2 (A)(3)(i) above, the Company shall have the right to select legal counsel for the City, and the Company shall otherwise control the defense of such claims, including settlement, and bear the fees and costs of defending and settling such claims. During such defense:

(1). the Company shall at the Company's expense, fully and regularly inform the City of the progress of the defense and of any settlement discussions; and

(2). the City shall, at the Company's expense: (i) fully cooperate in said defense; (ii) provide to the Company all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to the City; and (iii) maintain the confidentiality of all communications between it and the Company concerning such defense.

E. At its option, the City may elect to hire an attorney and/or attorneys to defend the City, its

elected officials, employees, and agents for any of the items set forth above, including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the City exercises this option, the Company agrees that the Company remains subject to all indemnification obligations as set forth in this Section, including, but not limited to, paying all costs, reasonable documented attorney's fees, costs of suit, costs of appeal, and expert witness fees. The City may assume its own defense pursuant to this Subsection 15.2(E) by delivering to the Company written notice of such election.

F. If the City elects to conduct its own defense pursuant hereto, all reasonable and documented third-party costs and expenses it incurs in investigating and defending claims for which it is entitled to indemnification hereunder shall be reimbursed by the Company on a current basis. In the event the City is entitled to and elects to conduct its own defense, then it shall have the right to settle or compromise the claims with the Company's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court, and with the full benefit of the Company's indemnity.

SECTION 16. INSURANCE.

16.1 The Company shall at its own cost and expense, obtain and maintain commercial general liability insurance naming the City, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. The Company shall maintain at all times limits of no less than $1 million combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The insurance coverage supplied by the Company must provide for a thirty (30) day calendar notice to the City before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. The Company shall at all times maintain workers' compensation insurance in compliance with NRS Chapters 616 and 617.

SECTION 17. SECURITY FOR PERFORMANCE.

17.1 At least thirty (30) calendar days prior to Commencement of Construction, the Company shall provide the City security in a bond, an irrevocable Letter of Credit, or cash (at the Company's sole discretion) for THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) which must approved by the Director, that guarantees the safe securing of the Monorail within Rights-of-Way in accordance with the terms of the Decommissioning Plan. Such security may be provided by an affiliate, related party, or owner of Company that is acceptable to the City.

SECTION 18. RIGHTS RESERVED TO CITY.

18.1 The City reserves all of its rights to exercise its governmental rights, powers, and authorities now or hereafter to the full extent that such powers may be vested in or granted to the City; and to grant multiple exclusive agreements for the operation of other Monorails in the City by other persons, subject to limitations herein.

SECTION 19. CITY INSPECTIONS.

19.1 The Director of the City's Building Department, or its designee, shall inspect all work performed by the Company relating to the maintenance facilities, passenger stations and associated structures of the Monorail. The Director of Public Works, or its designee, shall inspect all work performed by the Company relating to facilities placed in Rights-of-Way that will be owned and maintained by the City and any restoration of Rights-of-Way. The Company shall notify the respective Director when facilities and/or Rights-of-Way restoration are ready for inspection. Any inspection and subsequent approvals undertaken by the City pursuant to this Agreement are undertaken solely to ensure compliance with this Agreement

and are not undertaken for the safety or the benefit of any individual or group of individuals as members of the public. Provisions in this Agreement dealing with inspection or approval by the City do not extend the City's general law duties. The costs of special inspections shall be paid by the Company pursuant to LVMC.

SECTION 20. RESERVED.

SECTION 21. GIFTS.

21.1 No officer or employee of Company shall offer to any officer or employee of the City, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the City or political campaign contributions that comply with applicable federal, state, and local laws.

SECTION 22. NOTICE.

22.1 All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified; (ii) three (3) business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) business day after deposit with a nationally recognized air courier service such as FedEx; or (iv) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) business days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

The Company shall notify the City's Director of Community Development any change of address within ten (10) business days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Company from any obligation imposed by this Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine, or penalty imposed by the City.

To City: ATTN: City Manager
City of Las Vegas
459 S. Main Street, 7th Floor
Las Vegas, NV 89101

and: ATTN: City Attorney
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

for address changes: ATTN: Director, Community Development
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

To Company: TBC-The Boring Company
3395 Cambridge Street
Las Vegas, NV 89169

22.2 Notices shall be sent to the approved Lender's Agent at the address provided in writing to the City. The Lender's Agent shall notify the City's Director of Community Development of any change in its status as Lender's Agent or in its address within ten (10) business days of such occurrence. Failure to provide

notification, and any resulting delay in receipt of notice, shall not serve as cause for reduction or removal of any restriction, fine or penalty imposed by the City.

SECTION 24. MISCELLANEOUS.

24.1. INCORPORATION OF TERMS. The introductory language and Recitals set forth above, and the exhibits referenced herein and attached hereto are incorporated into this Agreement by reference and made a part hereof.

24.2 COMPLIANCE WITH LAW. The Company shall at all times comply with all federal, state and local laws, rules and regulations applicable to this Agreement or the installation and operation of the Monorail.

24.3 APPLICABLE 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 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.

24.4 MODIFICATION. This Agreement may not be modified except by express written agreement, duly authorized by the appropriate governing bodies or representatives of the Parties.

24.5 WAIVERS. No obligation under this Agreement shall be deemed to be waived except by an express written waiver signed by an authorized representative of the party against whom such waiver is sought to be enforced. A waiver of any rights by either party with regard to any particular situation shall not constitute a waiver of such party's rights with regard to any other situation.

24.6 SEVERABILITY. If any provision of this Agreement is for any reason held to be invalid or unconstitutional, in whole or in part, by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, such provision shall thereupon return to full force and effect without further action by either party and shall thereafter be binding on the Company and the City. If the terms of this Agreement are materially altered due to changes in or rulings regarding governing law, then the parties agree to promptly use their best reasonable efforts to amend this Agreement so as to restore the original intent of the parties and to preserve the benefits bargained for by each party.

24.7 CONSTRUCTION OF AGREEMENT. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions.

24.8 THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create any rights, powers, or interests in any third party, except to the limited extent that such rights are expressly conferred to third parties pursuant to Sections 11, 12, 14, and Section 15 above.

27.9 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and Company concerning the matters contained herein and supersedes all prior negotiations, understandings

and agreements between the parties concerning such matters. The Parties acknowledge that no promises, warranties or representations of any kind have been made to each other which are not a part of this Agreement to induce either party to enter into this Agreement. The rights and obligations of this Agreement shall inure to the benefit of and be binding upon the Parties' permitted successors and assigns.

27.10 COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

Attest:

By: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 5/19/22
John S. Ridilla Date
Chief Deputy City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

TBC—THE BORING COMPANY

By: _____

Printed Name: Steve Davis

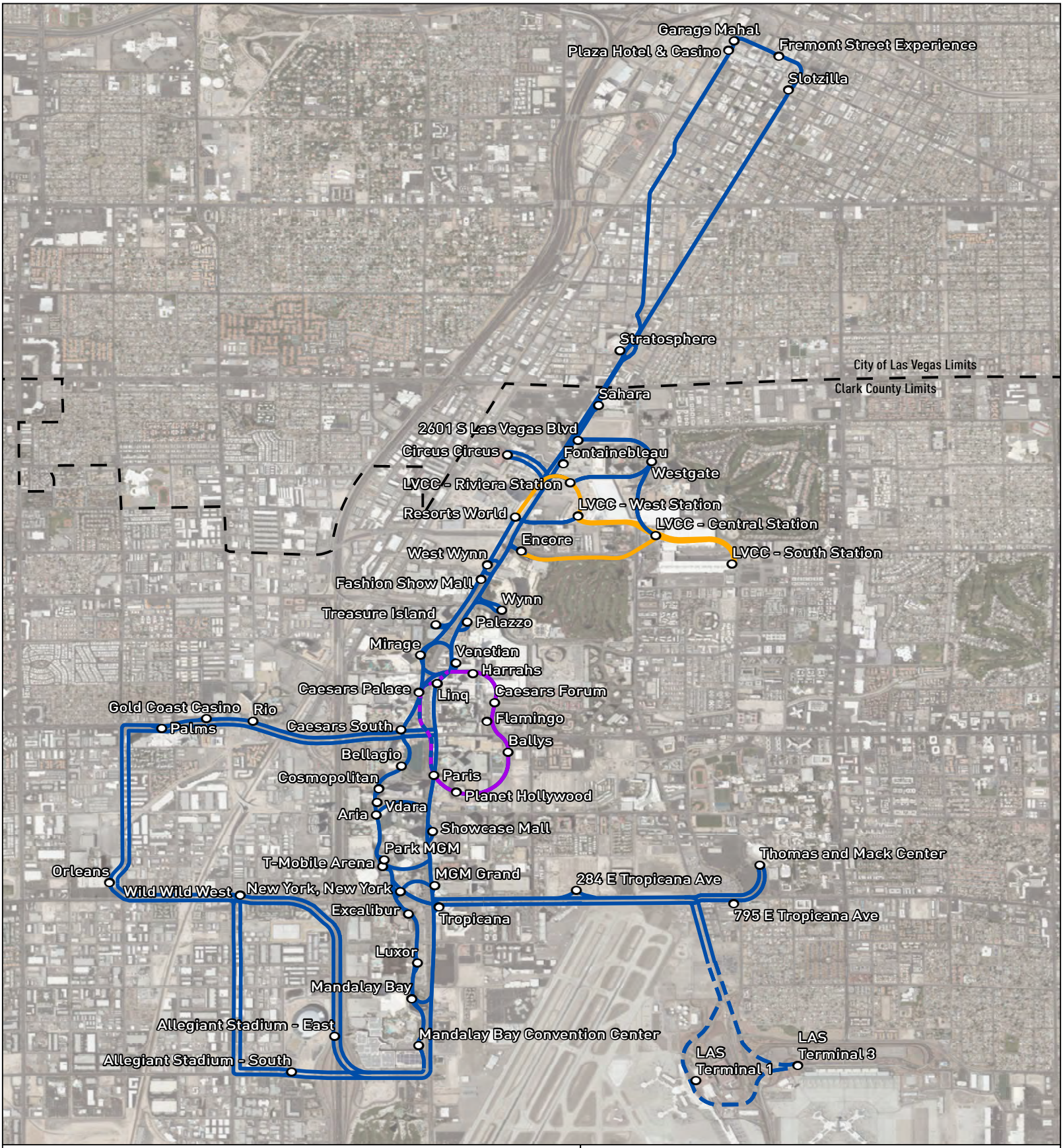
Title: President

Date: May 18, 2022

EXHIBIT A

VEGAS LOOP ROUTE MAP AND DRAWINGS

[REFERENCE ATTACHED]



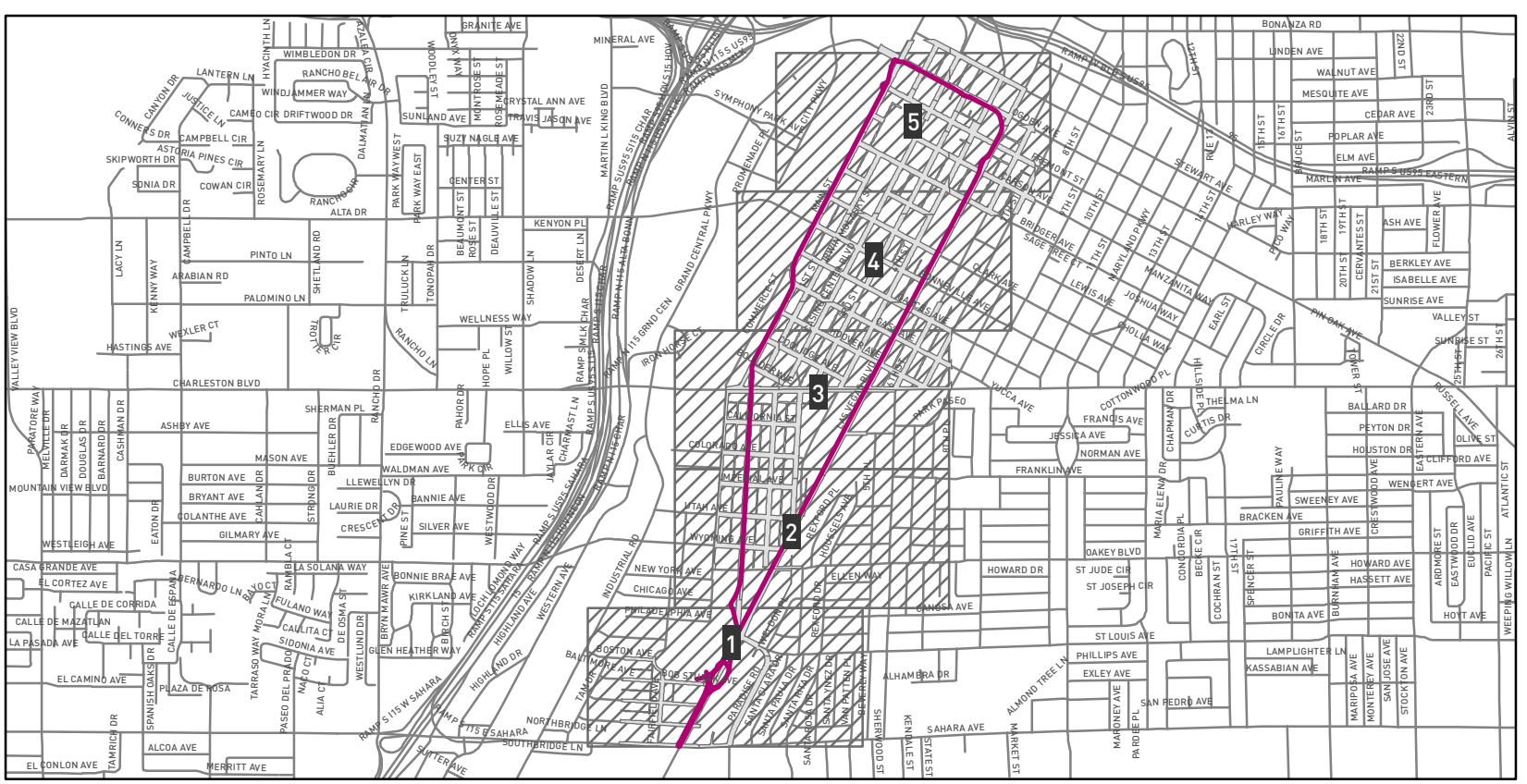
- Proposed Loop Station
- Proposed Main Artery Tunnel - Vegas Loop
- Proposed Main Artery Tunnel - Caesars Loop
- Active Projects Under Separate Entitlement
- Proposed Future Airport Connector

VEGAS LOOP

PROPOSED ALIGNMENT AND STATIONS

0 0.375 0.75 1.5 Miles

REVISED: 10/22/2021



OVERVIEW MAP
1 inch = 2,747 feet

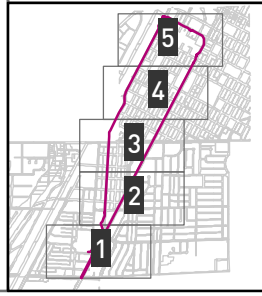
0 1,375 2,750 Feet

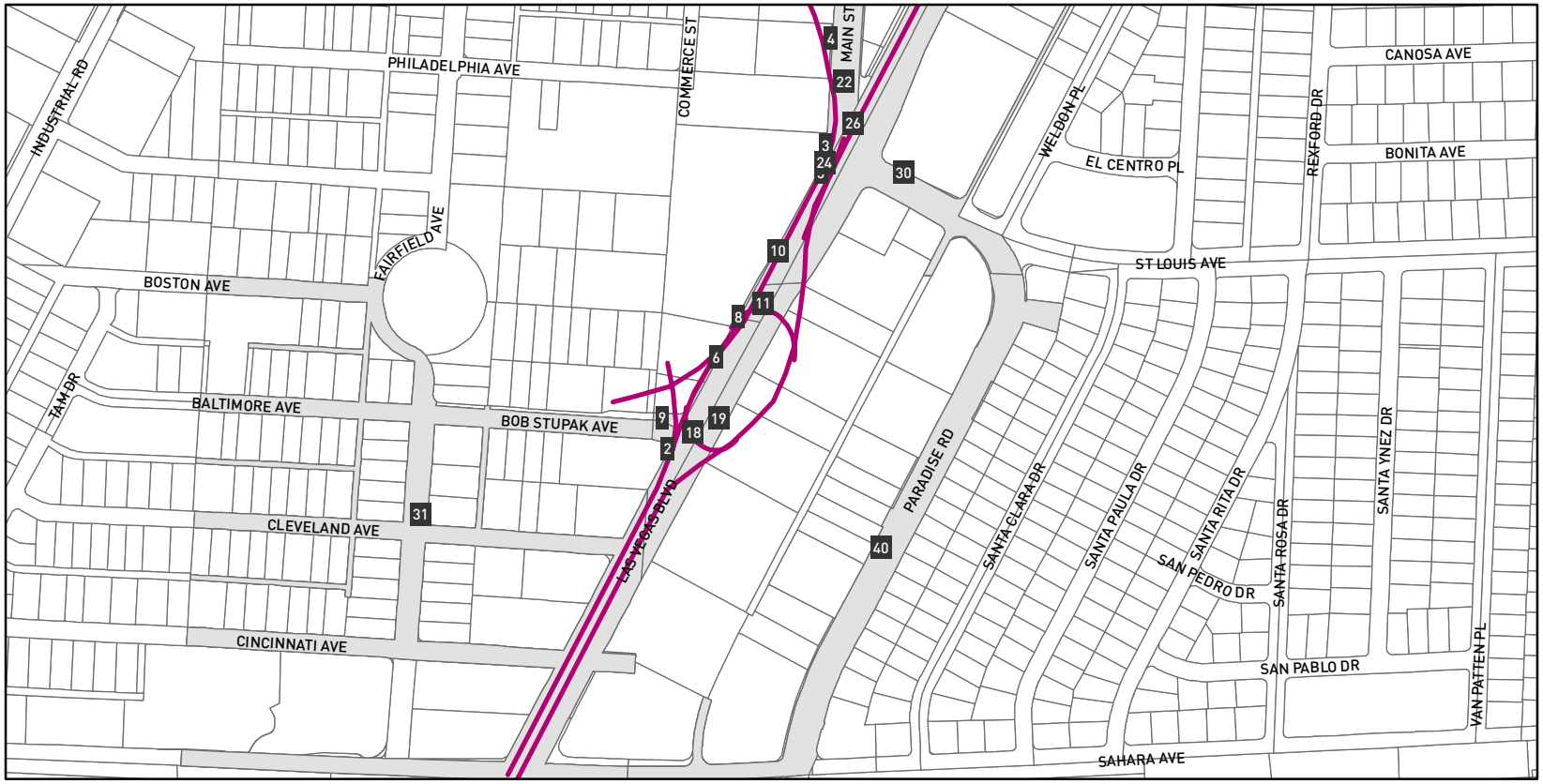
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

COVER SHEET
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

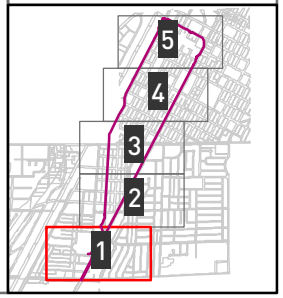
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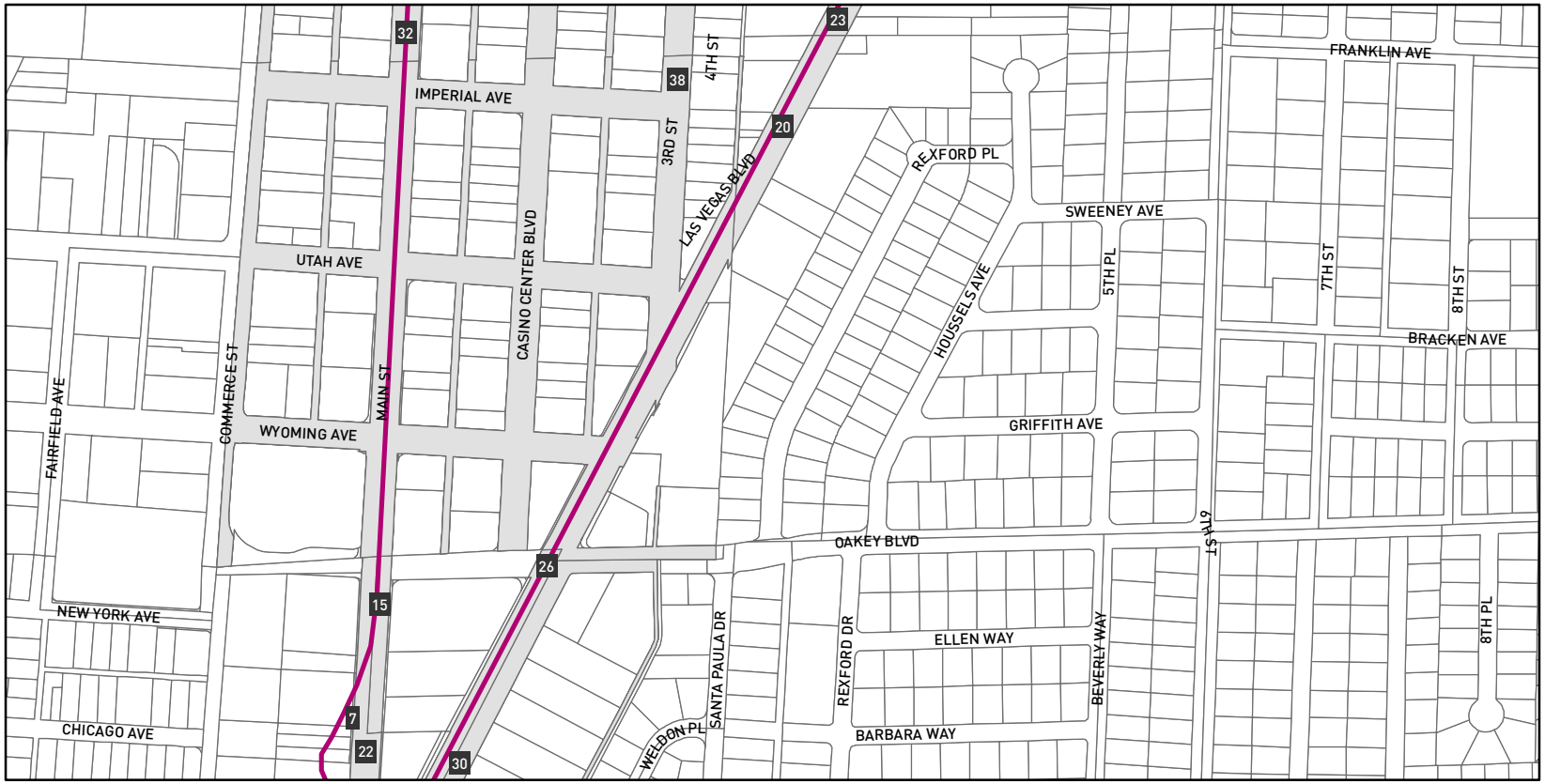
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 1 OF 5
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

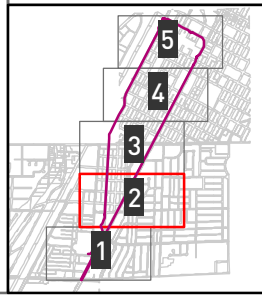
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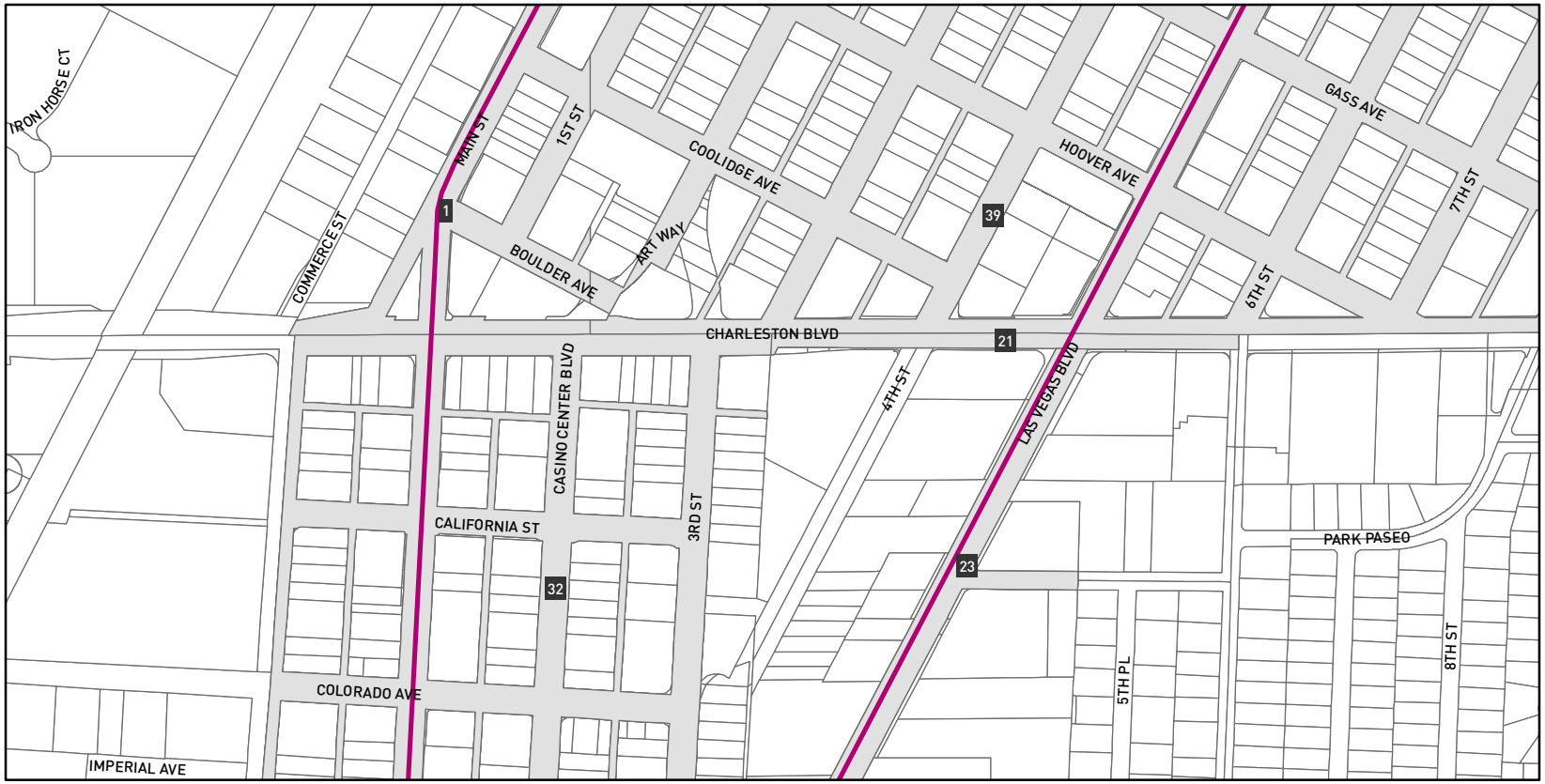
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 2 OF 5
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

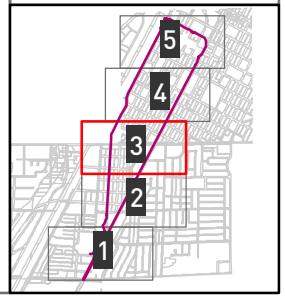
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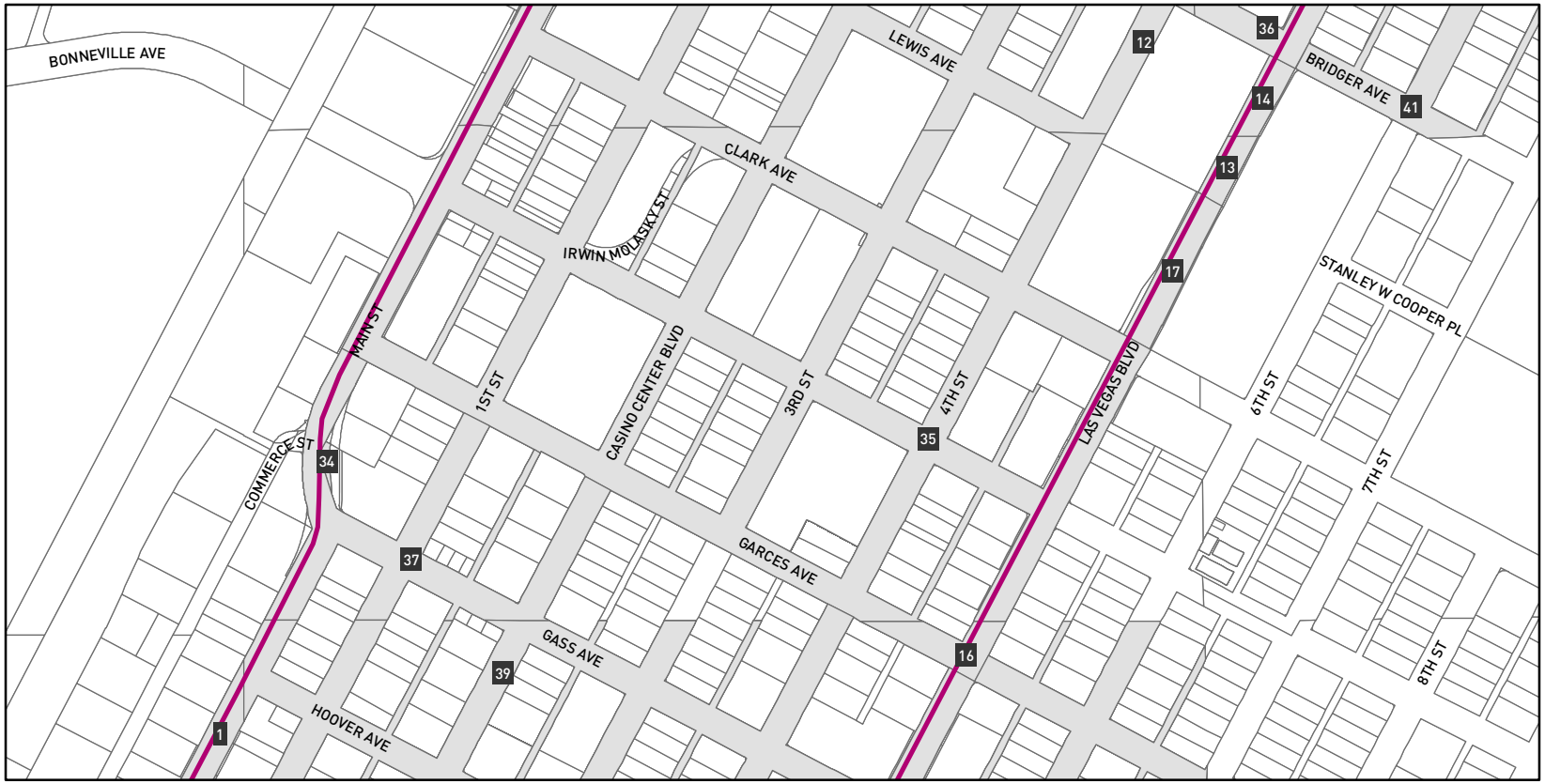
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 3 OF 5
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

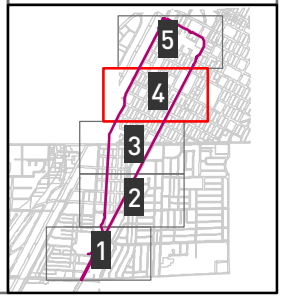
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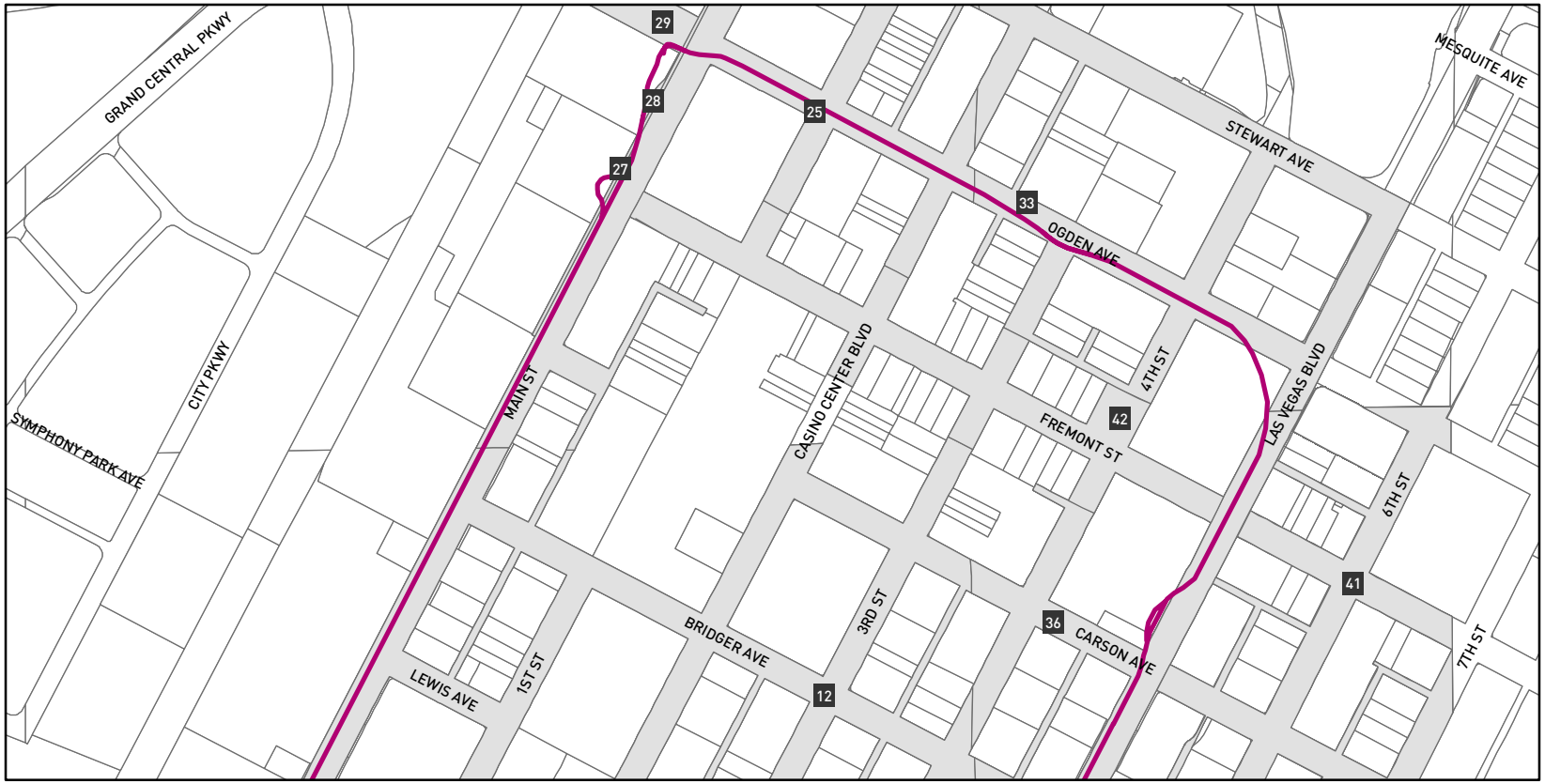
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 4 OF 5
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

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VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 5 OF 5
REVISED: 4/11/2022

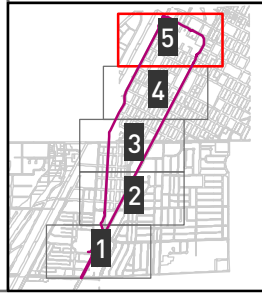


EXHIBIT B

DECOMMISSIONING PLAN

DECOMMISSIONING—ABANDONMENT OF PROJECT.

In the event that the Company does not successfully complete the construction of the Monorail, has stopped construction of the Monorail, or all or a material portion of the Monorail, including the portion located in the City Rights-of-Way, has not been in continuous operation transporting passengers for a period of time as set forth in the Agreement, and the Company has not cured per the Agreement, all work or remaining work necessary to make the site safe must be completed including filling in all excavations and completing any in-grade foundations with reinforcing steel in place. The term "Abandoned" or "Abandonment" means construction or use of the Monorail has stopped, as solely determined by the City, for a period of one hundred eighty (180) day period or longer or decommissioning is required pursuant to the Agreement.

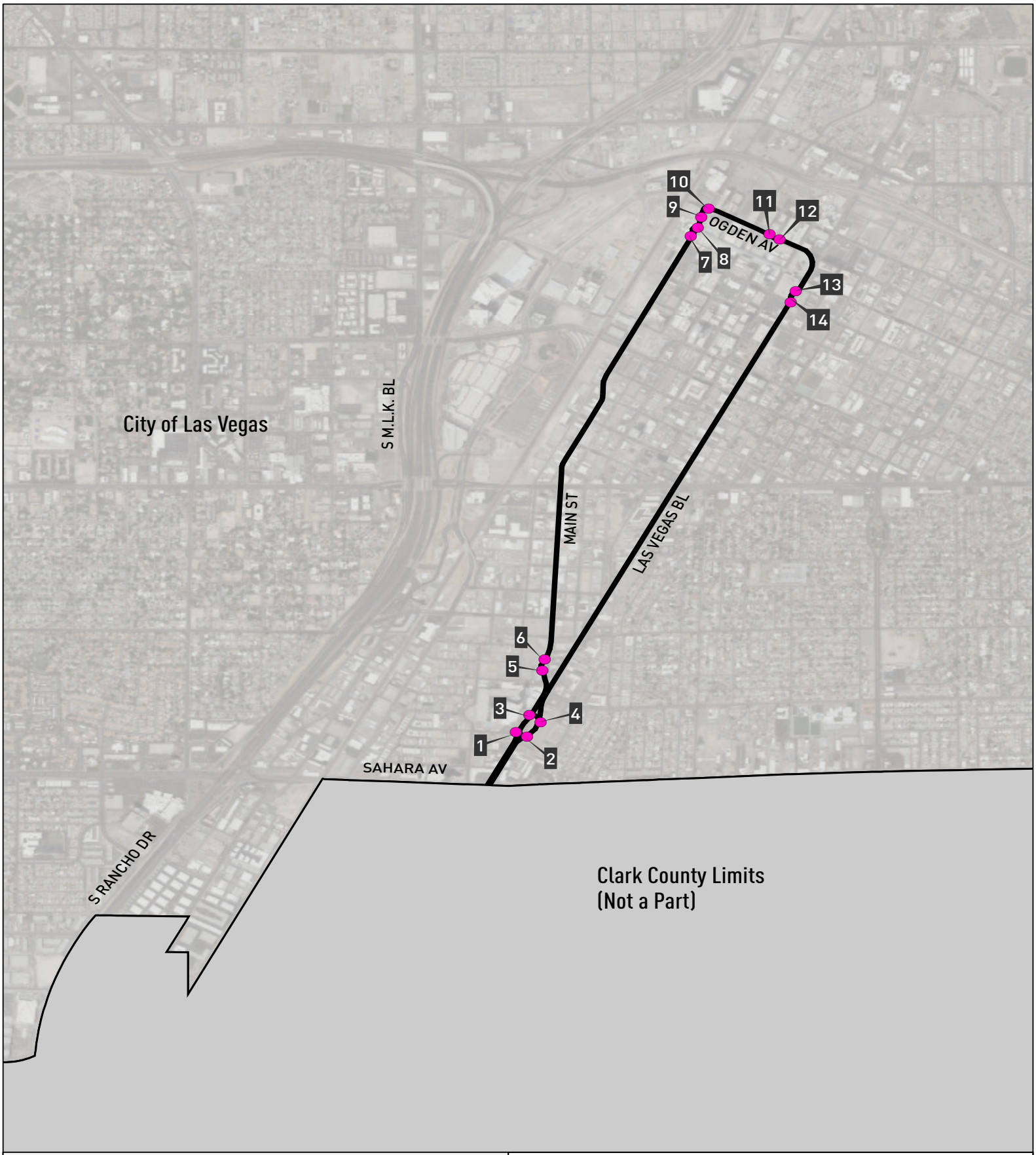
Situations where construction or use will be considered stopped, as solely determined by the City, include any one hundred eighty (180) day period where construction or use is not diligently pursued, but is restarted briefly for the apparent purpose of avoiding expiration of the one hundred eighty (180) day period. The existence of an active building permit has no bearing on determining whether the project has been Abandoned for the purposes of this Decommissioning Plan.

At the sole discretion of City, to prevent future access underneath City right-of-way, 12-inch concrete plugs shall be installed inside of the tunnels at City right-of-way boundaries. The locations and structural detail of the concrete plugs are shown in the attached Decommissioning Plan Exhibit and the work including the installation of the plugs shall be completed within one hundred eighty (180) days after notification by the City.

MONITORING

If at its sole discretion, City determines access to the abandoned tunnels shall be maintained and not plugged as described in the previous article or City agrees to a formal request from the Company to maintain access and use of the tunnels for purposes other than their intended use as described in this Agreement, annual monitoring will be conducted to ensure the condition of the tunnels are in good order, satisfactory to the City. Monitoring should include, but not be limited to, settlement, collapsing, water intrusion, detection of harmful gasses, and other safety concerns and additional monitoring activities may also be conducted, depending upon the site conditions at the time of decommissioning. Monitoring inspections shall be performed at regular intervals and meet or exceed Federal Highway Administration: Tunnel Operations, Maintenance, Inspection and Evaluation Manual. A report of the monitoring activities shall be provided to the City on an annual basis showing the results. If structural deficiencies or other hazardous conditions are noted during monitoring activities, then the Company shall immediately notify City. The Company shall perform all measures to ensure the integrity and safety of the tunnel to the satisfaction of the City.

Any de-watering systems shall be maintained in an operational condition. The principal design professional shall evaluate the structure for both architectural and structural integrity. Area safety and security of the structure shall be maintained. The tunnel shall be secure from unauthorized access twenty-four (24) hours a day.



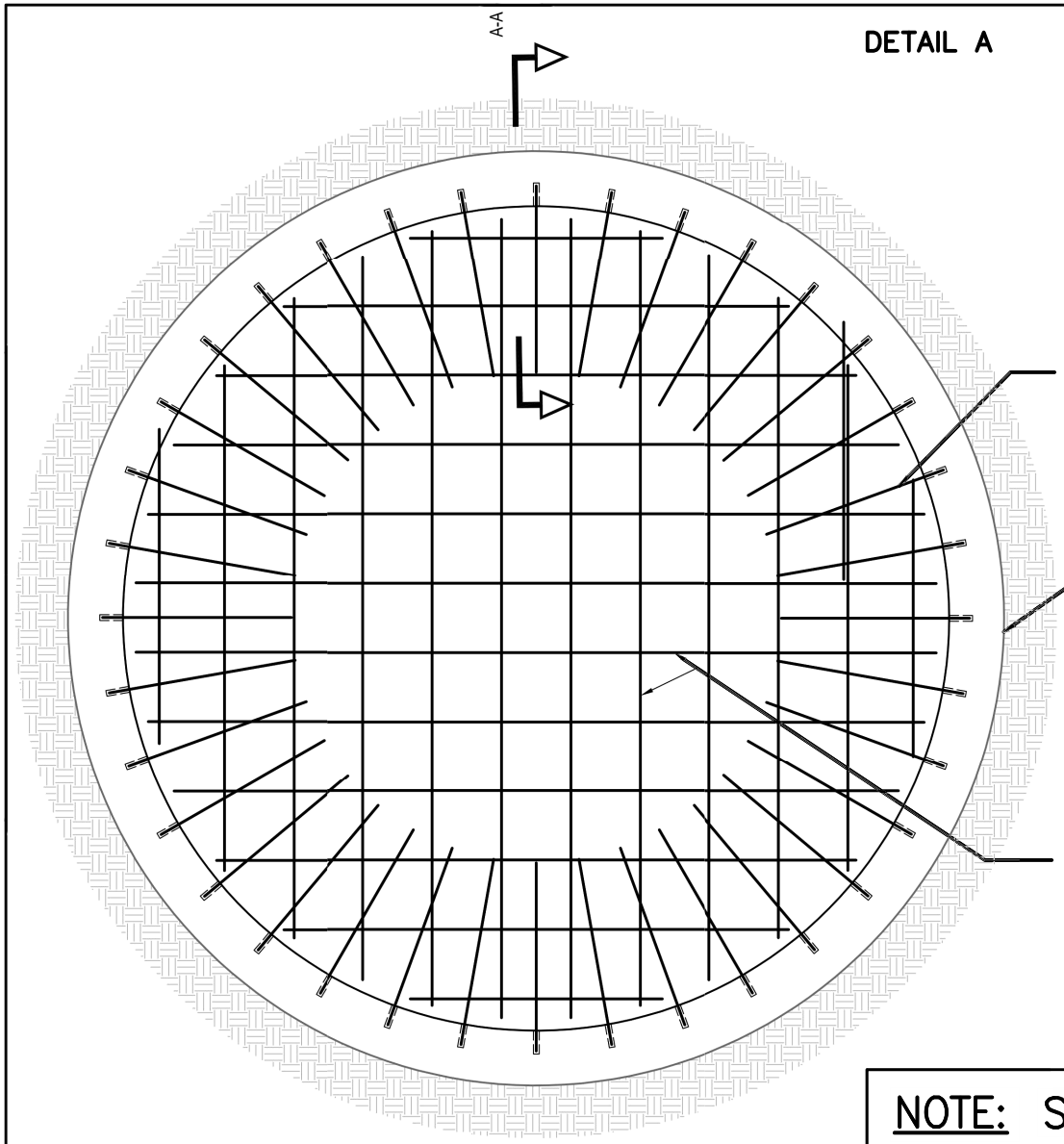
VEGAS LOOP - CITY OF LAS VEGAS ALIGNMENT

Proposed Right-of-Way Crossing

VEGAS LOOP

CITY OF LAS VEGAS
RIGHT-OF-WAY CROSSING MAP

0 0.125 0.25 0.5 0.75 1 Miles



NOTE: SEE SHEET 2 FOR SECTION VIEW

1" = 1'-0"

CONCRETE PLUG ELEVATION VIEW

SHEET NO. 1 OF 2

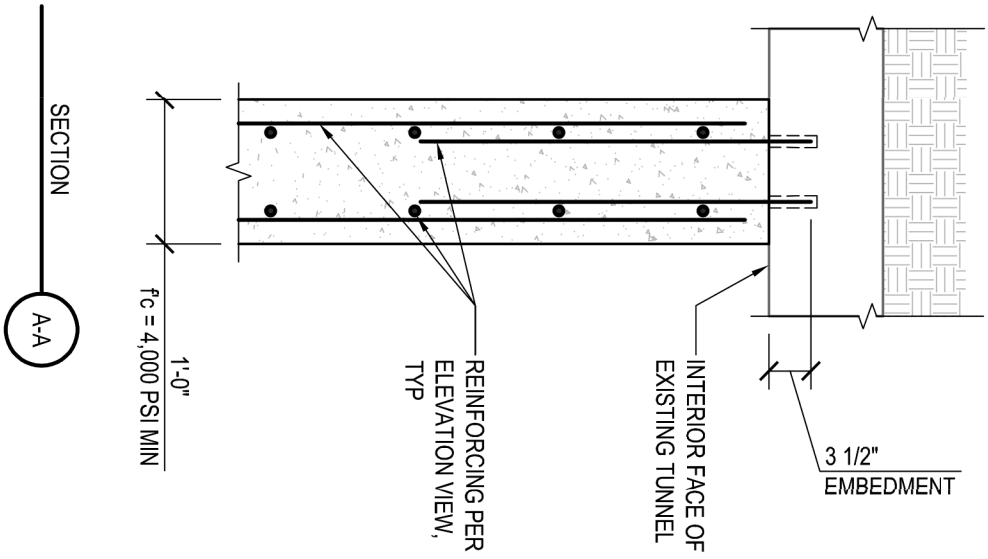
VEGAS LOOP
DECOMMISSIONING PLAN EXHIBIT

PROJECT NO. LV-000
DRAWING NO. DC-003

TBC - THE BORING COMPANY
3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

Exhibit C - Page 45

SECTION VIEW OF DETAIL A



TBC - THE BORING COMPANY 3395 CAMBRIDGE ST LAS VEGAS, NV 89169	PROJECT NO. LV-000 DRAWING NO. DC-004	VEGAS LOOP DECOMMISSIONING PLAN EXHIBIT	SHEET NO. 2 OF 2

EXHIBIT C

SPECIAL USE PERMIT 20-0204-SUP 1 CONDITIONS

[REFERENCE ATTACHED]

**** CONDITIONS ****

20-0204-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Monorail use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. A Waiver has been approved to allow entitlement consideration prior to the approval of required license and operational agreements. All required licenses and agreements shall be finalized prior to the issuance of permits for construction.

4. Future stations will require an appropriate design review per the provisions of Title 19.16.

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, as well as submitted as part of any business license application.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

8. Prior to the issuance of any permits, coordinate with the Department of Public Works to determine final requirements for use of rights-of-way and/or easements. The applicant shall work with the City to determine the most appropriate form of permission for the use of the public right-of-way, be that a License Agreement or Franchise Agreement. Such permissions, and compliance with any additional conditions thereon attached must be obtained prior to the issuance of any construction permits.

9. The applicant shall work with staff to provide a preliminary design and cost estimate (at no cost to the City) for a civic-use station to service the Civic and Business District (Las Vegas City Hall Complex) and an additional station servicing the Arts District at locations acceptable to the City. These shall be provided to the City prior to final design of the main artery tunnel so that it can be designed in such a way to allow these future stations to be added more easily.

10. Design and construction of this facility shall reference and comply with all appropriate design standards for tunnels including National Fire Protection Association Standard for Fixed Guideway Transit and Passenger Rail Systems, International Building Code, and others as appropriate

11. The applicant is estimating the main artery tunnel portion of the project that falls within City limits will cost $35-45 Million. This will result in applicant paying an estimated right of way work activity plan check and inspection fee of $787,500-1,012,500. A portion of these funds will cover the cost of the City's staff augmentation to include an outside tunnel engineering specialty firm to assist in the review of the design documents.

12. The applicant is responsible for the cost of Special Inspection and Testing as required by Chapter 17 of the International Building Code.

13. The Applicant shall propose for approval by the City a binding Dispute Resolution Plan that shall govern issues that may arise due to differing site conditions or events.

14. Provide a geologic survey and geotechnical report identifying existing faults and known issues and providing recommendations for addressing such within the area proposed for this facility during the design and construction of this project.

15. Provide a plan acceptable to the Department of Public Works to monitor and detect surface settlement associated with this project, and to mitigate any such subsidence that may occur.

16. Provide a plan acceptable to the Environmental Compliance Section of the Department of Public Works to monitor and detect groundwater intrusions and / or contaminants and to mitigate any such intrusions or contaminants that may occur, both during construction and subsequent operation of the facility.

17. Provide a plan acceptable to the City for monitoring Air Quality within the facility and maintaining public safety for users of the system. Such plan shall also address emergency accessibility, life safety, fire control, and all aspects of emergency response within the system both under construction and during operation. Coordinate with the City Fire Services Department for specific requirements for Fire, Life Safety, and emergency response.

18. A conceptual Traffic Impact Analysis (TIA) shall be submitted for approval by the City Traffic Engineer prior to approval of any construction drawings for stations associated with this project. The TIA shall identify the primary traffic sources for users of the stations, as well as significant secondary sources (such as park and ride users) that may use the stations, to estimate vehicular impacts to the adjacent roadway networks and address potential vehicular or pedestrian impacts to existing facilities, such as Porte Cochere operations, etc., if so determined by the City Traffic Engineer.

19. Prior to the submittal of construction drawings for the main artery tunnel, a Flood Control Technical Memorandum shall be approved by the Department of Public Works. It shall address the minimum vertical separation required between the proposed tunnel facility and the future Clark County Regional Flood Control Master Plan Facilities. It shall identify all existing and future Master Planned Facilities within the proposed footprint of this project; this includes the crossings at Charleston Boulevard & Las Vegas Boulevard, Charleston Boulevard & Main Street, and Sahara Avenue & Las Vegas Boulevard. It shall also address the impacts of potential groundwater, dewatering, and protection of storm water facilities from contamination. A groundwater permit from Nevada Division of Environmental Protection will be required if any groundwater is to be pumped or diverted in any way into the storm drain system. Additionally, prior to the submittal of construction drawings for stations, a Technical Drainage Study shall be approved. The scope of the drainage study will be dependent on the amount of on-site features impacted by the stations and historical flow patterns that may, among other things, require tunnel design countermeasures to reduce the chance of projected flows entering the tunnel.

20. Each proposed Station shall be the subject of an appropriate design review per the provisions of Title 19.16, as well as any related above-ground features such as entrances/exits, vents, emergency or maintenance access points, etc. that may affect the surface improvements. It is understood that stations will be separate phases of the project with the main artery tunnels being phase 1.

21. Prior to issuance of construction permits, the applicant shall demonstrate, through bond or insurance policy, sufficient resources to cover liabilities associated with the construction and operation of the proposed main artery tunnels, and shall maintain such resources throughout the life of the project. The project developer shall be financially responsible for any damage to any existing facilities and utilities within the public rights-of-way (including surface and sub-surface improvements and Franchised utilities) caused by the main artery tunnels during construction and operation. Additional liability coverage shall be provided for the construction and operation of stations and related improvements prior to issuance of separate construction permits for those stations.

22. The applicant shall demonstrate appropriate rights to encroach into private properties, such as easement or notarized letter of parcel Owner's permission, for the construction, maintenance, and operations of this facility for every private parcel impacted by this project prior to the issuance of any permits for construction or demolition within or underlying said properties.

23. All plans and related engineering drawings shall be submitted to the City as digital design files using the City's coordinate system. Coordinate with the Survey Section of the Department of Public Works for assistance with the City's coordinate system.

24. The applicant shall provide proof of coordination with Utility Companies and other Franchise holders within the rights-of-way and give them 45 days from receipt of final plans to issue written approval or concern. Any concerns raised shall be addressed by the applicant prior to issuance of permits.

25. Prior to the issuance of any permits for construction of this project, the applicant shall provide a Tunnel Decommission Plan and associated bond or other surety sufficient to cover costs associated with termination of the project either before completion, including restoration of existing conditions, or at the cessation of operations, in the event that the project is abandoned or otherwise terminated.

26. The applicant shall provide a plan for approval by the City depicting the proposed haul route and disposition of excavated material, as well as an estimated schedule of trips (how many trucks, how many trips) required to excavate this project, as well as a plan for detection and mitigation, if needed, of any contaminated material excavated during this project construction.

27. Contact the City Engineer's Office to coordinate design and construction with any Capital Improvement Projects within the areas of proposed improvements. This includes, but is not limited to, the Wyoming Ave CIP, Utah Ave CIP, Colorado Ave CIP, California Ave CIP, Charleston Blvd Storm Drain CIP, Las Vegas Blvd CIP, Downtown Civic Center Plaza south of City Hall, Ogden Ave CIP, and any other public projects within the scope of this project at time of development.

28. Final as-constructed tunnel alignments and profiles shall be submitted to the City certified by a Nevada Professional Land Surveyor.

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
44

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

SUBJECT:
Discussion for possible action regarding the City of Las Vegas' FY 2022-2023 HUD Annual Action Plan that secures approximately $11,361,806 in United States Department of Housing and Urban Development (HUD) funding and approximately $1,348,161 in State of Nevada Home Investment Partnership Funds and Account for Affordable Housing Trust Funds (AAHTF) totaling $12,709,967 for housing, homeless, and community development activities - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
In order to receive federal and state funds for housing, homeless, and community development projects, programs, and services, the City of Las Vegas must submit an Action Plan to U.S. Department of Housing and Urban Development (HUD) no later than July 12, 2022. The Draft Action Plan that discusses planned efforts by the City of Las Vegas for the period of July 1, 2022 through June 30, 2023 will become final upon HUD's approval. Funding sources include CDBG, ESG, HOME and HOPWA funds from HUD and HOME and AAHTF funds from the State of Nevada. The City of Las Vegas will comply with all HUD and State required policies and guidelines in the administration of the funds.

RECOMMENDATION:
Staff recommends that the City Council approve the City of Las Vegas' FY 2022- 2023 Annual Action Plan and authorize the Director of the Office of Community Services to adjust awards if allocations are reduced/increased by the State and/or HUD and to award unallocated funds and redistribute funds that are recaptured.

BACKUP DOCUMENTATION:
1. City of Las Vegas FY 2022-2023 HUD Annual Action Plan
2. Submitted at Meeting - PowerPoint Presentation by Staff

FY 2022-2023/2023-2024 Recommendations for Federal Funding Allocations

City Council Meeting, June 1, 2022

Submitted at Meeting by Staff
Date: 6/1/2022 Item: 44

Federal Public Service Funding & Responsibilities

- HUD provides annual federal funding through the Community Development Block Grant (CDBG); the Emergency Solutions Grant (ESG); the Housing Opportunities for Persons with AIDS (HOPWA) Grant and the HOME Investment Partnerships Program (HOME).

- Grants support entitled communities to carry out a wide range of community development activities directed toward neighborhood revitalization, economic development, improved community facilities and services; housing and support for people living with AIDS; emergency shelters and shelter services; as well as the building and rehabilitation of affordable housing.

- These programs are "formula grant" programs. Eligible recipients generally consist of metropolitan cities, urban counties, territories and states as defined in 24 CFR 576.2 and receive formula allocations annually.

Federal Public Service Funding & Responsibilities

- In order to receive the FY 2022-2023 federal funds for housing, public service and community development activities, the City is required to submit an annual Action Plan to HUD.

- The city of Las Vegas has completed its 2022-2023 Annual Action Plan which will be used to address the city's priority needs and goals identified in the city's 2020-2025 Consolidated Plan.
- Specifically, the 2022-2023 Annual Action Plan:

  - ✓ Establishes the city of Las Vegas' public service and community development activities for FY 2022-2023; and

  - ✓ Incorporates strategies for affordable housing, public facilities/infrastructure and public service programs.

Federal Public Service Funding & Responsibilities

The aforementioned Action Plan was made available to the public on April 3, 2022, for a period of 30 days for public review and comment through:

1. Advertisement in the local newspaper
2. Printed documents available at the Office of Community Services at City Hall
3. The City of Las Vegas' official website at www.lasvegasnevada.gov

Federal Public Service Funding & Responsibilities

Annual Action Plan

The FY 2022 - 2023 Action Plan integrates:

- Community Development Recommending Board (CDRB) funding recommendations;
- Apportionment for future Capital Improvement Projects that meet a HUD National Objective and complements city focuses; and
- Emphasis on city wide strategic priorities including homelessness, education, health care, and community services

Federal Public Service Funding & Responsibilities

Annual Action Plan

The Action Plan documents the activities of each of the following funding sources:

- **CDBG** (Community Development Block Grant)
- **ESG** (Emergency Solutions Grant)
- **HOME** (HOME Investment Partnerships Program)
- **HOPWA** (Housing Opportunities for Persons With AIDS)

FY 2022 - 2023 Funding Categories

Total FY 22 - 23 Federal Entitlement - $11,125,190

- CDBG (65% for CLV Programs, Projects, Admin Costs) – $3,375,161
- CDBG (20% Administration) - $1,038,511
- CDBG (15% for Public Service) – $778,883
- Total CDBG - $5,192,555

- ESG (7.5% for Administrative Costs) - $33,877
- ESG (92.5% for Public Service) - $417,815
- Total ESG - $451,692

- HOME (10% Administrative Costs from Fed. HOME Program) - $261,190
- HOME Federal (90% Affordable Housing) - $2,350,715
- Anticipated HOME State/AAHTF Funds - $1,348,161
- Total Anticipated HOME and AAHTF Funds - $3,960,066

- HOPWA (3% for Administrative Costs) - $93,170
- HOPWA (97% for Public Service) - $3,012,484
- Total HOPWA - $3,105,654

FY 2022 – 2023/2023-2024

CDRB

Recommendations

CDRB Recommendations presented by:
Community Development Recommending Board (CDRB)

FY 2022 – 2023/2023-2024

CDRB

Membership & Participation

MAYOR & COUNCIL	WARD	APPOINTMENT
Mayor Goodman	All	Karmen La'Shaun Miller
Mayor Pro-Tem Stavros Anthony	4	David Klein
Councilwoman Michelle Fiore	6	Jimmi Mckee
Councilman Cedric Crear	5	Wesley Harper
Councilman Cedric Crear	5	Sydni Sayles
Councilman Cedric Crear	5	Richie Box
Councilman Brian Knudsen	1	Mack McKnight
Councilman Brian Knudsen	1	Peter Whittingham
Councilman Brian Knudsen	1	David Marlon
Councilwoman Victoria Seaman	2	Trevor Burris
Councilwoman Olivia Diaz	3	Ignacio Prado
Councilwoman Olivia Diaz	3	Erika Washington
Councilwoman Olivia Diaz	3	Patricia Haddad

FY 2022 – 2023/2023-2024

CDRB

Recommendations - Process

The CDRB was entrusted with the responsibility of recommending awards for applicant agencies for the CDBG (Public Service), ESG and HOPWA grant programs.

Recommended awards were based on available funding:

- CDBG Program - $778,883
- HOPWA Program - $3,105,654
- ESG Program - $451,692

Board members reviewed multiple grant applications and hosted two public meetings where applicants were either invited to present their programs or answer questions of the Board.

FY 2022 – 2023/2023-2024

CDRB

Recommendations – Process

Grant recommendations were made for a two-year grant period.

- Two-year grants will provide for continuity of services and program sustainability;
- Agency performance during the first year of the grant will determine CDRB recommendations for second year funding; and
- A minimum award request of $50,000 was required for CDBG applications

The CDRB recommended awards based upon the services provided by the proposed program, the agency application and presentation, and primarily by the City Council's priority focuses:

- Homelessness
- Seniors
- Youth
- Special Needs

FY 2022 – 2023/2023-2024

CDRB

Recommendations

CDBG - HOMELESS/DIRECT SERVICES

Funding Source	Applicant	Project & Description	Ward	Recommended Award	Focus Category
CDBG – Public Svc	**Family Promise of Las Vegas**	**Navigating Families Home** Prevents families with children from being evicted from their place of residence. They will provide homeless prevention serves for up to 50 families who must have infant children up to 18 years.	All Wards	$50,000	Homeless/Direct Services
CDBG – Public Svc	**Caridad Charity**	**Downtown Las Vegas Alley Ambassador Program** Provides essential employment, identification, case management, supportive services and transitional workforce housing to 45 homeless low income adults.	All Wards	$50,000	Homeless/Direct Services
CDBG – Public Svc	**HELP of Southern Nevada**	**Shannon West Homeless Youth Center** Provides services to homeless and at-risk youth and young people with emergency shelter and transitional housing. They will serve 60 homeless and at-risk and young people ages 16 to 24.	All Wards	$62,480	Homeless/Direct Services
CDBG – Public Svc	**Nevada Partnership for Homeless Youth**	**Safe Place: Youth Outreach & Intervention** Provides mobile crisis intervention services and a crisis hotline to eligible youth in crisis with immediate support and link them to services that meet their unique needs and circumstances. Services aid in equipping youth with tools and resources to address their immediate needs, thereby increasing their safety and stability. They will serve approximately 45 youth.	All Wards	$50,000	Homeless/Direct Services

FY 2022 – 2023/2023-2024

CDRB

Recommendations
CDBG - SENIORS

Funding Source	Applicant	Project & Description	Ward	Recommended Award	Focus Category
CDBG – Public Svc	**Catholic Charities of Southern Nevada**	**Meals on Wheels** Delivers seven nutritious meals, fruit and milk to approximately 50 home-bound seniors. In addition to the weekly delivery a wellness check is provided along with pet food if requested. This has allowed home-bound seniors to remain living independently in their home.	All Wards	$63,480	Seniors
CDBG – Public Svc	**Jewish Family Service Agency**	**Senior Lifeline Case Management** Provides services and assistance for approximately 120 low-income vulnerable seniors. The Las Vegas Senior Lifeline Program is a case management driven, support service program for low income seniors of all faiths and cultural traditions.	All Wards	$63,480	Seniors
CDBG – Public Svc	**Helping Hands of Vegas Valley**	**Bus & Volunteer Transportation** Provides a transportation lifeline to 150 at-risk seniors; providing safe, critical access to transportation to meet urgent medical and other essential needs.	All Wards	$62,480	Seniors
CDBG – Public Svc	**Helping Hands of Vegas Valley**	**Congregate Meal** Allows for 50 seniors to meet for a free meal and socialize with other seniors in the community.	All Wards	$50,000	Seniors
CDBG – Public Svc	**The Just One Project**	**No Cost Community Market** Provides an inclusive space for 100 low income senior clients to shop for groceries for free. Variety of food options and culturally appropriate foods are provided, as well as nutrition education and healthy recipes.	All Wards	$50,000	Seniors

FY 2022 – 2023/2023-2024

CDRB

Recommendations
CDBG - YOUTH/EARLY CHILDHOOD

Funding Source	Applicant	Project & Description	Ward	Recommended Award	Focus Category
CDBG – Public Svc	**YMCA of Southern Nevada**	**Durango Hills YMCA Early Childhood Education** The program will serve approximately 10 clients and lay a foundation for future and ongoing achievement and success by addressing the holistic development of each child; increase the self-confidence of each child through decision-making and positive social interactions; and support and strengthen the family unit through opportunities for parent engagement in the classroom and at home.	All Wards	$63,480	Youth/Early Childhood
CDBG – Public Svc	**CORE Powered by the Rogers Foundation**	**CORE Academy** Core Academy program model works toward the overarching goal of enabling 200 youth Scholars to mature with equitable tools, resources and experiences necessary to be healthy, contributing and empowered adults who will lead choice-filled lives.	All Wards	$63,480	Youth/Early Childhood
CDBG – Public Svc	**Elshaddai Refuge Homes Community Development Corp**	**Homeless Youth & Young Adult Training Program** The program serves transitional age youth with a history of foster care who may be experiencing difficulty securing gainful employment due to a deficit of critical skills relevant to employment. The program delivers services to these youth through its Youth Job Training program, which endeavors to better the employment outcomes of youth "aging out" of foster care by assisting them in the acquisition of critical employment relevant skills.	All Wards	$50,000	Youth/Early Childhood

FY 2022 – 2023/2023-2024

CDRB

Recommendations

CDBG - SPECIAL NEEDS

Funding Source	Applicant	Project & Description	Ward	Recommended Award	Focus Category
CDBG – Public Svc	**Goodwill Industries of Southern Nevada**	**Workforce Development Services** Provide career coaching, job training, supportive services, and job placement into living wage jobs to approximately 18 City of Las Vegas residents ages 18 years and older who are victims of domestic violence. They will partner with The Shade Tree and Safe Nest to provide these services at their shelters; making it as easy as possible for victims of domestic violence to seek help with their job search, training, and job placement.	All Wards	$50,000	Special Needs
CDBG – Public Svc	**Foster Kinship**	**Kinship Navigator Program** Kinship Navigator Program - Provide services including the kinship resource center, telephone helpline, resource locator tool, application assistance, case management, emergency resources, financial support, support groups, parenting classes, and family events to approximately 150 families. Resources are made available to all kinship families based on their level of need, rather than their level of involvement with the child welfare system.	All Wards	$50,000	Special Needs

FY 2022 – 2023/2023-2024

CDRB

Recommendations

HOPWA

Funding Source	Applicant	Project & Description	Ward	Recommended Award	Focus Category
HOPWA	**The Just One Project**	**Just One's HOPWA Assistance** Provides clients who are affected by HIV/AIDS with tenant-based rental assistance and short-term rent, mortgage and utility assistance, as well as supportive services. The program will help approximately 60 individuals and families with finding and maintaining stable housing.	All Wards	$707,823	Special Needs
HOPWA	**Women's Development Center**	**HOPWA Housing Opportunities** Provides safe, sanitary and habitable affordable housing to approximately 40 low-income people in the local HIV Care Continuum. Additionally, the program helps to prevent homelessness through housing counseling efforts, which include resolving tenancy issues, payment plans for arrearages and/or damages, waiving late fees, etc.	All Wards	$650,000	Special Needs
HOPWA	**Aid for AIDS of Nevada**	**AFAN Housing Program** Provides short and long-term housing assistance, emergency financial assistance, supportive services, mental health services to approximately 226 individuals and families affected by HIV/AIDS.	All Wards	$318,365	Special Needs
HOPWA	**Golden Rainbow of Nevada, Inc.**	**HIV Housing and Support Program** Provides permanent housing placement, operating and leasing of permanent housing, and other prevention supportive services, including employment assistance to approximately 254 individuals and families affected by HIV/AIDS.	All Wards	$223,812	Special Needs
HOPWA	**Economic Opportunity Board of Clark County**	**EOB HOPWA Assistance** Provides tenant-based rental assistance, and supportive services to approximately 25 individuals and families living with HIV/AIDS to secure and maintain safe, stable, and affordable housing.	All Wards	$100,000	Special Needs

FY 2022 – 2023/2023-2024

CDRB

Recommendations

ESG

Funding Source	Applicant	Project & Description	Ward	Recommended Award	Focus Category
ESG	Salvation Army of NV	**Rapid Rehousing Program** Provides approximately 25 homeless individuals and families with obtaining and maintaining safe, affordable housing.	All Wards	$102,604.25	Homeless
ESG	Caridad Charity	**Caridad Gardens Housing** Provides approximately 6 homeless individuals and families with rapid housing through a master lease.	All Wards	$50,000	Homeless
ESG	El Shaddai Refuge Homes	**El Shaddai Independent Living Housing** Provides approximately 20 young adult's transitioning from foster care to safe and stable housing.	All Wards	$25,000	Homeless

FY 2022 – 2023/2023-2024

Continued Programming

ESG

Funding Source	Applicant	Project & Description	Ward	Recommended Award	Focus Category
ESG	Salvation Army of NV	**Downtown Homeless Outreach Program** Connects the homeless population to housing and supportive services and transports them to facilities where they can receive immediate help.	All Wards	$117,866	Homeless
ESG	WestCare of NV	**Downtown Homeless Outreach Program** Offers street outreach services to the homeless where they are and directly assists them with receiving supportive services.	All Wards	$117,866	Homeless

FY 2022 – 2023/2023-2024 Recommendations for Federal Funding Allocations to Support Public Services

SUMMARY

Federal Grant Program	Recommended Allocations	Allocation for Future Projects	Administration/ Other	Total Funds
Community Development Block Grant (CDBG)	$778,880 – Public Services Only	$2,078,414	$1,038,511 CDBG Admin $150,000 Rehabilitation Projects $1,146,750 Courtyard Bond Payment	$5,192,555
Emergency Solutions Grant (ESG)	$413,336.25	$4,478.85	$33,876.90 ESG Admin	$451,692
Housing Opportunities for Persons With AIDS (HOPWA)	$2,000,000.00	$1,012,484.38	$93,169.62 HOPWA Admin	$3,105,654
HOME/AAHTF	TBD	$3,698,876	$261,190 HOME (10%) Admin	$3,960,066

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
45

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

SUBJECT:
Discussion for possible action regarding an allocation of $451,692 in FY 2022-2023 Emergency Solutions Grant (ESG) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) for homeless prevention, rapid rehousing and street outreach - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $451,692
Funding Source: HUD-ESG
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $451,692 of United States Department of Housing and Urban Development (HUD) ESG Funds for FY 2022-2023 for homeless prevention, rapid rehousing and street outreach. The City of Las Vegas shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification.

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

BACKUP DOCUMENTATION:
1. Summary of Total ESG Grant Recommended Allocations

SUMMARY OF TOTAL CDRB RECOMMENDED ESG ALLOCATIONS

Caridad Charity: Caridad Gardens Housing	$50,000
El Shaddai Refuge Homes Community Development Corporation: El Shaddai Independent Living Housing	$25,000
Salvation Army Nevada: Rapid Rehousing Program	$102,604.25
Salvation Army Nevada: Downtown Homeless Outreach	$117,866
WestCare Nevada, Inc.: Downtown Homeless Outreach	$117,866
Total ESG Funds Recommended by CDRB	**$413,336.25**
ESG Administration (7.5%)	$33,876.90
Future ESG Projects	$4,478.85
Total ESG Funds	**$451,692**

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
46

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

SUBJECT:
Discussion for possible action regarding an allocation of $2,611,905 in HOME funds by the United States Department of Housing and Urban Development (HUD), an estimated allocation of $396,138 in State HOME, and an estimated allocation of $952,023 in State Account Affordable Housing Trust Fund (AAHTF) to the City of Las Vegas for FY2022-2023 to build affordable housing - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $3,960,066
Funding Source: HUD-HOME, State HOME & AAHTF
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $2,611,905 of United States Department of Housing and Urban Development (HUD) HOME funding and approximately $1,348,161 total in State HOME and AAHTF funds for FY2022-2023 to build affordable housing. The City of Las Vegas shall complete all HUD-Required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification.

RECOMMENDATION:
Staff recommends approval of the Federal HOME, State HOME, and AAHTF allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. Staff also recommends the Director of Community Services be authorized to execute documents related to the award of unallocated funds and reprogram unspent funds in the event that funds are recaptured.

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

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

HUD-HOME	$2,350,715
HUD HOME Administrative Costs	$261,190
Total HUD HOME funding	$2,611,905
Anticipated State HOME	$396,138
Anticipated State AAHTF	$952,023
Anticipated Total State funding	$1,348,161
Total HUD-HOME, State HOME and AAHTF Funds (Estimated)	**$3,960,066**

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
47

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

SUBJECT:
Discussion for possible action regarding an allocation of $3,105,654 in FY 2022-2023 Housing Opportunities for Persons with AIDS (HOPWA) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to benefit low-income persons living with HIV/AIDS and their families - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $3,105,654
Funding Source: HUD-HOPWA
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $3,105,654 of United States Department of Housing and Urban Development (HUD) HOPWA Funding for FY 2022-2023 to benefit low-income persons living with HIV/AIDS and their families. The City of Las Vegas shall complete all HUD-Required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification.

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

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

SUMMARY OF TOTAL CDRB RECOMMENDED HOPWA ALLOCATIONS

Aid for AIDS of Nevada: AFAN Housing Program	$318,365
Economic Opportunity Board of Clark County: EOB HOPWA Assistance	$100,000
Golden Rainbow of Nevada: HIV Housing and Support Program	$223,812
The Just One Project: Just One's HOPWA Assistance	$707,823
Women's Development Center: HOPWA Housing Opportunities	$650,000
Total HOPWA Funds Recommended by CDRB	**$2,000,000**
HOPWA Administration (3%)	$93,169.62
Future HOPWA Projects	$1,012,484.38
Total HOPWA Funds	**$3,105,654**

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
48

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

SUBJECT:
Discussion for possible action regarding an allocation of $5,192,555 in FY2022-2023 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) for projects, programs, and services that benefit eligible individuals and families - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $5,192,555
Funding Source: HUD-CDBG
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $5,192,555 of United States Department of Housing and Urban Development (HUD) CDBG Funding for FY2022-2023 for projects, programs, and services that benefit eligible individuals and families. The City of Las Vegas shall complete all HUD-Required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification.

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

BACKUP DOCUMENTATION:
1. Summary of Total CDBG Grant Recommended Allocations

SUMMARY OF TOTAL CDRB RECOMMENDED CDBG ALLOCATIONS

Agency	Category	Award
Catholic Charities of S. Nevada	Seniors	$63,480
Jewish Family Service Agency	Seniors	$63,480
Helping Hands of Vegas Valley	Seniors	$62,480
Helping Hands of Vegas Valley	Seniors	$50,000
The Just One Project	Seniors	$50,000
Elshaddai Refuge Homes Community Development Group	Youth	$50,000
CORE Powered by the Rogers Foundation	Youth	$63,480
YMCA of Southern Nevada	Youth	$63,480
Goodwill Industries of S. Nevada	Special Needs	$50,000
Foster Kinship	Special Needs	$50,000
HELP of Southern Nevada	Homelessness	$62,480
Nevada Partnership for Homeless Youth	Homelessness	$50,000
Family Promise of Las Vegas	Homelessness	$50,000
Caridad Charity	Homelessness	$50,000
Total CDRB Recommendation		**$778,880**
CDBG Administration and Fair Housing (20%)		$1,038,511
Courtyard Bond Payment		$1,146,750
Future CDBG Projects		$2,078,414
Rehabilitation Projects		$150,000
Total CDBG Funds		**$5,192,555**

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
49

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Monique Westfield to the Ward 5 seat on the Arts Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Arts Commission was created by City Council Ordinance No. 1944 in 1978 to serve as an advisory body to the City Council with respect to matters pertaining to the arts. The board consists of 12 members, terms are for four years and no member shall be reappointed more than once. Ward 5 is entitled to appoint one representative to the board. John Trimble has reached his term limit on the board and can no longer serve. Ms. Westfield is eligible and wishes to serve.

RECOMMENDATION:
Options are: That Ward 5 appoint Ms. Westfield or advise staff to bring an item forward at a future meeting to consider a new nominee for this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

ARTS COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**SUZANNE HACKETT-MORGAN** (Brian Knudsen, Ward 1 appt.)	10-6-2021	10-6-2025
2.	**PAUL LOWDEN, IV** (Councilwoman Fiore, Ward 6 appt.)	2-19-2018	2-19-2022
3.	**HEATHER LYN BEDNARCZYK** (Mayor appointment)	4-20-2022 (Eff. 4-22-2022)	4-20-2026
4.	**JOHN TRIMBLE** (Councilman Crear, Ward 5 appt.)	3-27-2014 (Reappt. 12-5-2018)	3-27-2022
5.	**SANDY KARPEL** (Councilman Anthony, Ward 4 appt.)	7-8-2014 (Reappt 6-20-2018)	7-8-2022
6.	**JOHN PACHECO** (Councilman Coffin, Ward 3 appt)	6-6-2018 (Eff. 6-14-2018)	6-14-2022
7.	**DAVID STRAUS** (Mayor appointment) *(Replaces Polly Weinstein, resigned)*	6-17-2020	7-10-2022
8.	**RYAN HAMPTON** (Councilwoman Seaman, Ward 2 appt.) *(Replaces Heidi Gustafson, resigned)*	7-7-2021	11-20-2023
9.	**JENNIFER KLEVEN** (Appointed by Arts Commission)	9-17-2020 (eff. 10-15-2020)	10-15-2024
10.	**MICKEY SPROTT** (Appointed by Arts Commission)	9-21-2017 (Reappt 10-17-2019)	9-17-2023
11.	**JOHN CURRAN** (Mayor appointment)	2-22-2016 (Reappt 11-6-2019)	11-20-2023
12.	**ALLY R. HAYNES-HAMBLEN** (Authorized City Staff Member appointed by City Manager) Director, Cultural Affairs		

NOTES:

AUTHORITY: **L.V.M.C. 2.34**
Created by Ord. 1944, adopted 7-5-78, City-County. Arts Commission.
Created by Ord. 3288, adopted 5-20-87, L. V. Arts Commission, outlines appointments, qualifications, voting restrictions
Bill 91-18, Ord. 3571 adopted 5-1-91, outlines resignations, vacancies and reappointments
Ord. 3592, adopted 1991, Director of Leisure Services or authorized representative to serve as a voting member
Bill 2001-114, Ord. 5392, adopted 12-5-2001, increased membership from nine (9) members to twelve (12) members
Bill 2008-52, Ord. 6016, adopted 12-3-2008, transferred authority from the Director of Leisure Services to the City Manager to designate one representative of City staff to serve ex officio.

TERM: 4 years or until his or her successor is appointed and qualifies - Must fill unexpired terms. No member shall be reappointed more than once. Limited to 2 terms.

APPOINTED: 12 voting members as follows:
3 appt. by Mayor
6 (1 appt. by each Councilman)
2 appt. by the established Arts Commission
One member representative of City staff, appointed by the City Manager, or a designee, to serve as ex-officio
(Commission to consist of:
at least 1 but not more than 3 arts professionals
at least 1 but not more than 3 practicing artists.)

NOTES: No City residency requirement - No financial disclosure requirement.

PURPOSE: Serve as an advisory body to the City Council with respect to matters pertaining to the arts.

DEPT. SUPPORT:: Ally R. Haynes-Hamblen, Director, Office of Cultural Affairs
Rebecca Holden, Visual Arts Specialist II, Office of Cultural Affairs
Laura Machado, Visual Arts Specialist II, Office of Cultural Affairs

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
50

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Eric Roberts to the Ward 6 seat on the Arts Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Arts Commission was created by City Council Ordinance No. 1944 in 1978 to serve as an advisory body to the City Council with respect to matters pertaining to the arts. The board consists of 12 members, terms are for four years and no member shall be reappointed more than once. Ward 6 is entitled to appoint one representative to the board. The former Ward 6 representative, Paul Lowden, no longer wishes to serve. Mr. Roberts is eligible and wishes to serve.

RECOMMENDATION:
Options are: That Ward 6 appoint Mr. Roberts or advise staff to bring an item forward at a future meeting to consider a new nominee for the Ward 6 seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

ARTS COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**SUZANNE HACKETT-MORGAN** (Brian Knudsen, Ward 1 appt.)	10-6-2021	10-6-2025
2.	**PAUL LOWDEN, IV** (Councilwoman Fiore, Ward 6 appt.)	2-19-2018	2-19-2022
3.	**HEATHER LYN BEDNARCZYK** (Mayor appointment)	4-20-2022 (Eff. 4-22-2022)	4-20-2026
4.	**JOHN TRIMBLE** (Councilman Crear, Ward 5 appt.)	3-27-2014 (Reappt. 12-5-2018)	3-27-2022
5.	**SANDY KARPEL** (Councilman Anthony, Ward 4 appt.)	7-8-2014 (Reappt 6-20-2018)	7-8-2022
6.	**JOHN PACHECO** (Councilman Coffin, Ward 3 appt)	6-6-2018 (Eff. 6-14-2018)	6-14-2022
7.	**DAVID STRAUS** (Mayor appointment) *(Replaces Polly Weinstein, resigned)*	6-17-2020	7-10-2022
8.	**RYAN HAMPTON** (Councilwoman Seaman, Ward 2 appt.) *(Replaces Heidi Gustafson, resigned)*	7-7-2021	11-20-2023
9.	**JENNIFER KLEVEN** (Appointed by Arts Commission)	9-17-2020 (eff. 10-15-2020)	10-15-2024
10.	**MICKEY SPROTT** (Appointed by Arts Commission)	9-21-2017 (Reappt 10-17-2019)	9-17-2023
11.	**JOHN CURRAN** (Mayor appointment)	2-22-2016 (Reappt 11-6-2019)	11-20-2023
12.	**ALLY R. HAYNES-HAMBLEN** (Authorized City Staff Member appointed by City Manager) Director, Cultural Affairs		

NOTES:

AUTHORITY: **L.V.M.C. 2.34**
Created by Ord. 1944, adopted 7-5-78, City-County. Arts Commission.
Created by Ord. 3288, adopted 5-20-87, L. V. Arts Commission, outlines appointments, qualifications, voting restrictions
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Ord. 3592, adopted 1991, Director of Leisure Services or authorized representative to serve as a voting member
Bill 2001-114, Ord. 5392, adopted 12-5-2001, increased membership from nine (9) members to twelve (12) members
Bill 2008-52, Ord. 6016, adopted 12-3-2008, transferred authority from the Director of Leisure Services to the City Manager to designate one representative of City staff to serve ex officio.

TERM: 4 years or until his or her successor is appointed and qualifies - Must fill unexpired terms. No member shall be reappointed more than once. Limited to 2 terms.

APPOINTED: 12 voting members as follows:
3 appt. by Mayor
6 (1 appt. by each Councilman)
2 appt. by the established Arts Commission
One member representative of City staff, appointed by the City Manager, or a designee, to serve as ex-officio
(Commission to consist of:
at least 1 but not more than 3 arts professionals
at least 1 but not more than 3 practicing artists.)

NOTES: No City residency requirement - No financial disclosure requirement.

PURPOSE: Serve as an advisory body to the City Council with respect to matters pertaining to the arts.

DEPT. SUPPORT:: Ally R. Haynes-Hamblen, Director, Office of Cultural Affairs
Rebecca Holden, Visual Arts Specialist II, Office of Cultural Affairs
Laura Machado, Visual Arts Specialist II, Office of Cultural Affairs

AGENDA SUMMARY PAGE
City Council
Meeting of: June 1, 2022

Agenda Item No.:
51

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Larry Schultz to the Regional Flood Control District Citizens Advisory Committee effective June 4, 2022

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
There are three representatives of the general public on this Citizens Advisory Committee. One citizen is appointed by the City Council, with one citizen appointed by each of the two City Council members serving on the Regional Flood Control District. This seat is for Council appointment. The terms on this board are two years, with no limit to the number of terms that may be served. Mr. Brian Wilson's term will expire on June 3, 2022, he no longer wishes to serve and a replacement must be named. Mr. Schultz is eligible and wishes to serve.

RECOMMENDATION:
That the Council appoint Mr. Schultz or direct staff to bring forward an item to a future meeting to appoint a nominee to the seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

6-3-2020

REGIONAL FLOOD CONTROL DISTRICT
CITIZENS ADVISORY COMMITTEE

MEMBERS	Original Appt.	Expiration Date
CITY COUNCIL APPOINTMENT		
Brian M. Wilson	6-3-2020	6-3-2022

NOTE: Two independent appointments are also made to the Citizens Advisory Committee by the Council members currently serving on the Regional Flood Control District Board. These independent appointments are handled by the RFC staff and the City Clerk's office has no involvement in the process.

AUTHORITY: NRS. 543.355

MEMBERS: 3 representatives of the general public.
(One citizen appointed by the City Council; one citizen appointed by each of the two City Council members serving on the Regional Flood Control District.)

TERMS: 2 year terms - terms of office for the Citizens Advisory Committee are set by the RFC CAC Rules and Regulations. No limit to number of terms.

**NOTE: The independent appointed board member's term expires when the elected official making their appointment no longer serves on this board.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
52

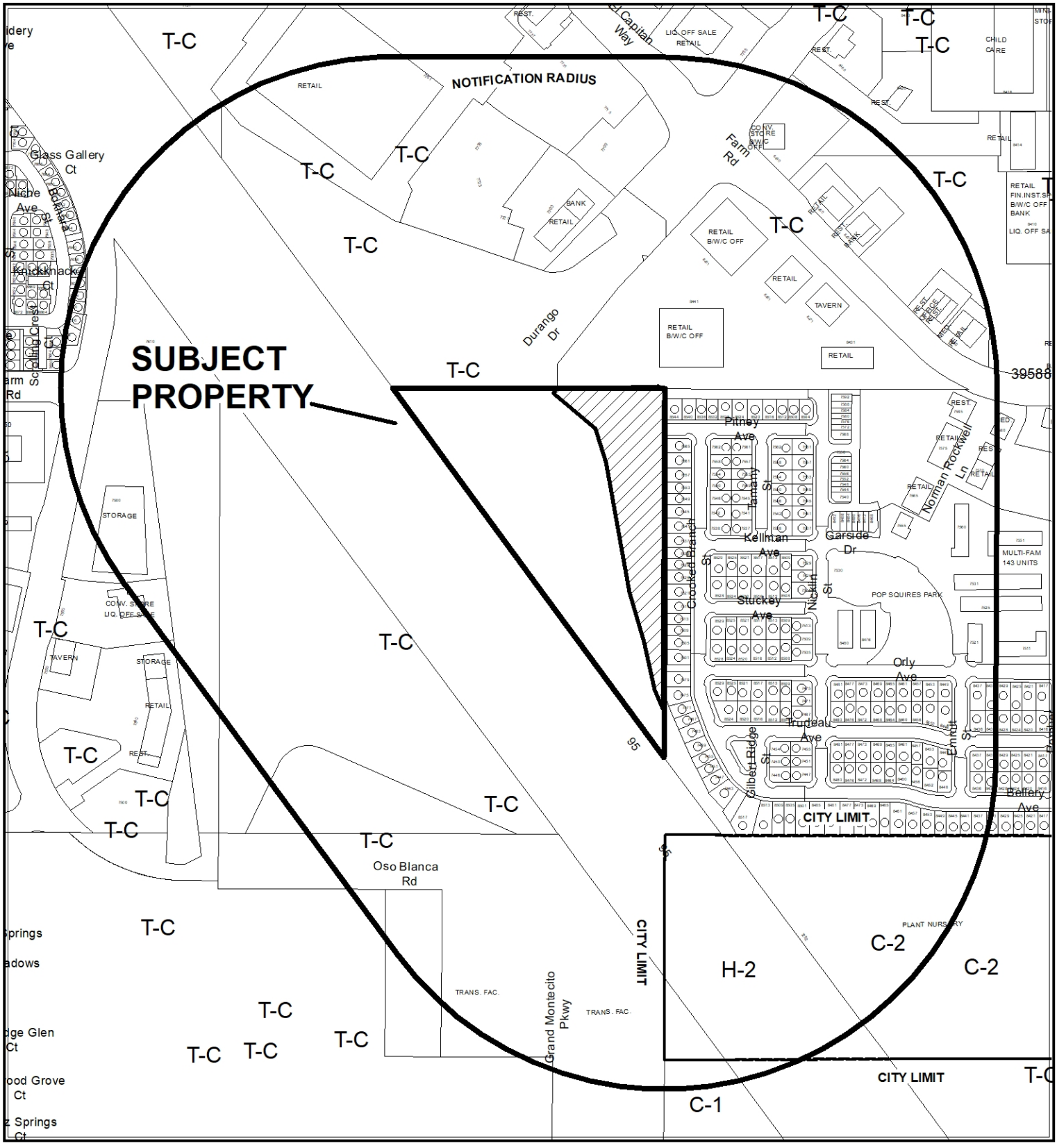
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0098 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC - For possible action on the following Land Use Entitlement project requests on 10.58 acres at the southeast corner of Durango Drive and U.S. Highway 95 (APN 125-17-702-001), T-C (Town Center) Zone, Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map - 22-0098-MOD1
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. School Development Tracking Form Submitted by Clark County School District - 22-0098-TMP1
8. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division - 22-0098-SDR1
9. Backup Submitted from the May 18, 2022 City Council Meeting
10. Submitted after Final Agenda - Protest Postcard
11. Backup Documentation Submitted for the April 12, 2022 Planning Commission Meeting



CASE: **22-0098**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [M-TC (MEDIUM RESIDENTIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



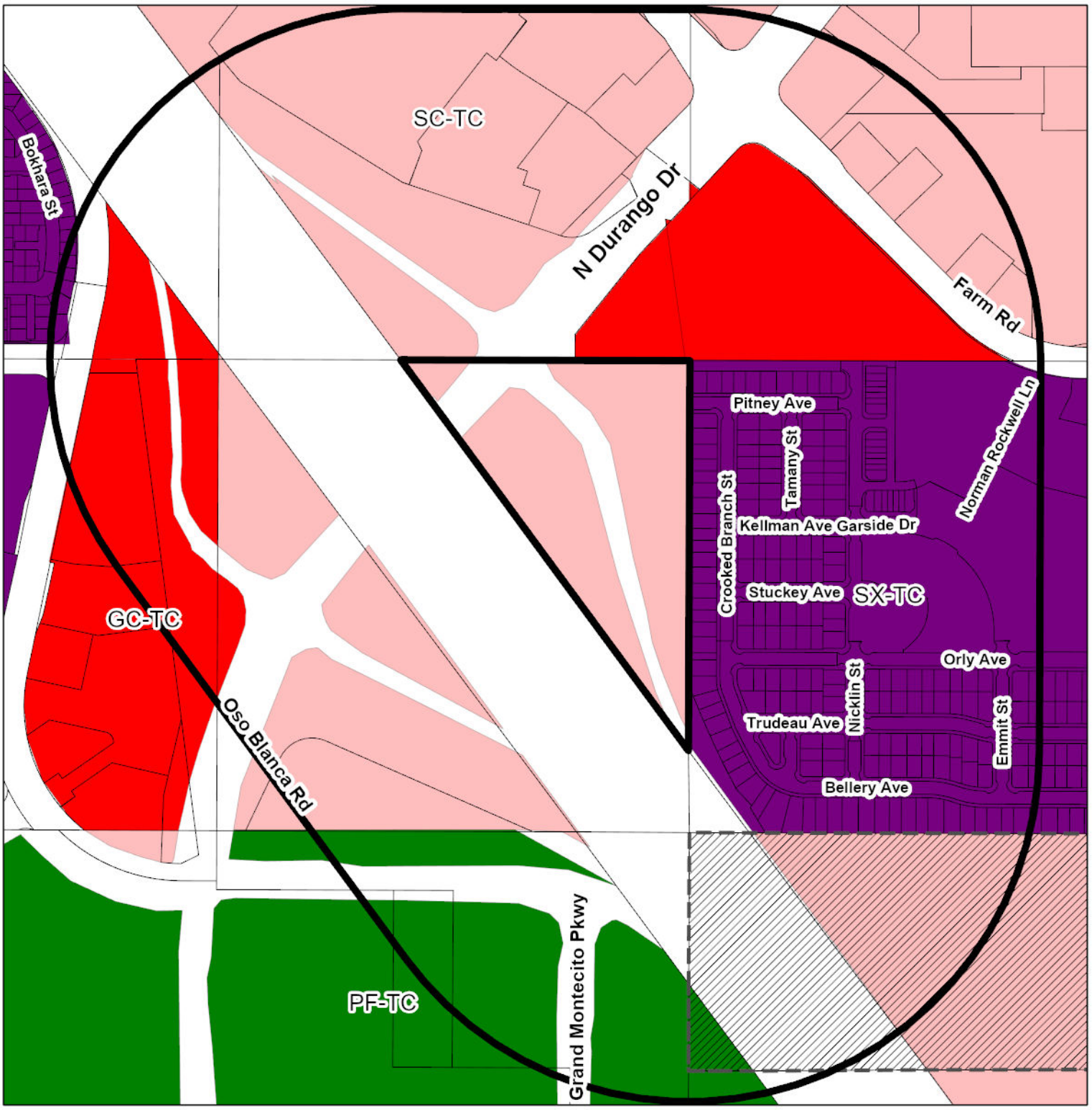
CASE: **22-0098**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [M-TC (MEDIUM RESIDENTIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

22-0098-MOD1



Town Center Land Use

- General Commercial (GC-TC)
- Service Commercial (SC-TC)
- Urban Center Mixed-Use (UC-TC)
- Suburban Mixed-Use (SX-TC)
- Main Street Mixed-Use (MS-TC)
- Employment Center Mixed-Use (EC-TC)
- Low Residential (L-TC)
- Medium Residential (M-TC)
- Medium-Low Residential (ML-TC)
- Medium-Low Attached Residential (MLA-TC)
- Public Facilities (PF-TC)
- Right of Way (ROW)

FROM SC-TC TO M-TC

- Subject Property
- Not City
- City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, February 28, 2022

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0098-MOD1	Staff recommends APPROVAL.	
22-0098-SUP1	Staff recommends APPROVAL, subject to conditions:	22-0098-MOD1
22-0098-SDR1	Staff recommends APPROVAL, subject to conditions:	22-0098-MOD1 22-0098-SUP1
22-0098-TMP1	Staff recommends APPROVAL, subject to conditions:	22-0098-MOD1 22-0098-SUP1 22-0098-SDR1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 57

NOTICES MAILED 267 (by City Clerk)

PROTESTS 0

APPROVALS 3

AS

**** CONDITIONS ****

22-0098-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under the Town Center Development Standards Manual for a Private Streets use.

2. Approval of a Major Modification (22-0098-MOD1) and conformance to the Conditions of Approval for Site Development Plan Review (22-0098-SDR1) and Tentative Map (22-0098-TMP1) shall be required, if approved.

3. This approval shall be void four years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. A Waiver from the Town Center Development Standards Manual is hereby approved, to allow a stub-street termination.

5. A Waiver from the Town Center Development Standards Manual is hereby approved, to allow one active gated entrance.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0098-SDR1 CONDITIONS

Planning

1. Approval of a Major Modification (22-0098-MOD1) and approval of and conformance to the Conditions of Approval for Special Use Permit (22-0098-SUP1) and Tentative Map (22-0098-TMP1) shall be required, if approved.

2. This approval shall be void four years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, date stamped 02/22/22, and the elevation plan, date stamped on 03/31/22, except as amended by conditions herein.

4. Prior to the submittal of a building permit application, the applicant shall receive a letter from Republic Services to coordinate trash pickup for the subject site.

5. A Waiver from the Town Center Development Standards Manual is hereby approved, to allow a nine-foot-tall retaining wall without a landscape planter buffer where six feet with a landscape buffer is the maximum height allowed.

6. A Waiver from the Town Center Development Standards Manual is hereby approved, to allow a 15-foot tall total wall height where 12 feet is the maximum allowed.

7. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. The minimum distance between buildings shall be 10 feet.

10. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

11. The standards for this development shall include a minimum lot size of 1,219 square feet and building height shall not exceed two stories or 35 feet, whichever is less.

12. The setbacks for this development shall be a minimum of four feet to the front of the house, five feet to the front of the garage as measured from the back of the sidewalk or the back of the curb if no sidewalk is provided, zero feet on the side, 10 feet between buildings, 10 feet on the corner side, and five feet in the rear.

13. A revised site plan shall be submitted to and approved by the Department of Planning Department, prior to the time application is made for a building permit, to reflect the changes herein.
    - At least one van-accessible handicapped space is required for provided guest parking.

14. 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 as the Final Map submittal. 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 the visibility of any traffic control device.

15. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

16. A fully operational fire protection system, including fire apparatus roads, fire hydrants, and water supply, shall be installed and shall be functioning prior to the construction of any combustible structures.

17. Prior to the submittal of a building permit application, the applicant shall meet with the Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

18. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

22-0098-TMP1 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

2. Approval of Major Modification (22-0098-MOD1) and Site Development Plan Review (22-0098-SDR1 shall be required, if approved.

3. Street names must be provided in accordance with the City's Street Naming Regulations.

4. A fully operational fire protection system, including fire apparatus roads, fire hydrants, and water supply, shall be installed and shall be functioning prior to the construction of any combustible structures.

5. In conjunction with the creation, declaration, and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes, and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with the assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

6. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

7. Private drives must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association.

8. Design of sewer lines shall stay within five feet from Street Centerline and a minimum of eight feet of back of-curb when there is a sidewalk present *unless otherwise allowed by the Sanitary Sewer Section of the Department of Public Works*.

9. No trees or landscaping over three feet tall shall be allowed within Public Sewer Easements.

10. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with the development of this site.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a 34-lot single-family, attached complex, consisting of 10 two-story buildings on a 2.33-acre portion of a 10.58-acre site at the southeast corner of Durango Drive and U.S. Highway 95.

ISSUES

- The subject site currently has SC-TC (Service Commercial – Town Center) special land use designation within the Centennial Hills Town Center land-use plan.
- A Major Modification of the Town Center Development Standards Manual Land Use Plan is requested from SC-TC (Service Commercial – Town Center) to M (Medium Density Residential). Staff supports this request.
- The Medium Residential (12.1 – 25 du/ac) use is permitted in the M-TC (Medium Density Residential – Town Center) special land use designation.
- A Special Use Permit is requested for private streets.
    - A Waiver of the Town Center Development Standards Manual is requested to allow a stub-street termination where a cul-de-sac or public street connection is required.
    - A Waiver of the Town Center Development Standards Manual is requested to allow one active gated entrance off the adjacent shopping center to the north where a minimum of two active gated entrances are required.
- A Site Development Plan Review is required by the Town Center Development Standards Manual to establish the development standards for residential development. Staff supports this request.
    - A Waiver of the Town Center Development Standards Manual is requested to allow a nine-foot-tall retaining wall without a landscape planter buffer where six feet with a landscape buffer is the maximum height allowed. Staff supports this request.
    - A Waiver of the Town Center Development Standards Manual is requested to allow a 15-foot tall total wall height where 12 feet is the maximum allowed. Staff supports this request.
- The applicant is requesting a Tentative Map for Durango and 95-Parcel 3, a 34-lot single-family, attached residential subdivision. Staff supports this request.

ANALYSIS

The subject site is a 10.58-acre site generally located at the southeast corner of Durango Drive and U.S. Highway 95. Based on the location to U.S Highway 95, there is a significant grading difference surrounding the site. The subject site is located in a T-C (Town Center) zoning district and is subject to the development standards in the Town Center Development Standards Manual. As displayed on the Town Center Land Use Map, the site is currently designated as SC-TC (Service Commercial – Town Center). The applicant is proposing to develop a 2.33-acre portion of the site with a 34-lot single-family, attached (townhome) development.

In order to accommodate a land use designation that supports residential development, the applicant is requesting a Major Modification of the Town Center special land use designation from SC-TC (Service Commercial – Town Center) to M-TC (Medium Density Residential – Town Center). The applicant has proposed to develop the subject site into a two-story single-family, attached (townhome) Medium Residential (12.1 – 25 dwelling units per acre) development containing 20 two-bedroom units and 14 three-bedroom units. As proposed, the 34-unit development will have a density of 14.59 units per acre, which complies with Town Center Development Standards. The Town Center Development Standards Manual requires that all residential development standards are to be established through an approved Site Development Plan Review, unless otherwise addressed in the document.

The subject site is located within the Centennial Hills Sector Plan area and has a TC (Town Center) general plan designation. In addition, the subject site is located within the Town Center Master Plan area and has an SC-TC (Service Commercial – Town Center) special land use designation. The applicant has proposed a Major Modification to modify the property from SC-TC (Service Commercial – Town Center) to M-TC (Medium Density Residential – Town Center) special land use designation. The Medium Density Residential District has a density range from 12 to 25 dwelling units per gross acre. The designation is intended to provide development with an imaginative site and building design and maximize the use of the property. Projects within the M-TC district shall place an emphasis on maximizing usable common open space.

The submitted drawings indicate that the subject site will be developed with 10 multi-family residential structures. The 10 multi-family residential structures are proposed to be 35 feet tall, which meets Town Center development standards which limits building height to either two stories or 35 feet when adjacent to the existing single-story residential development to the east.

The on-site parking area is located within the interior of the subject site. The site will provide 71 total parking spaces, consisting of 48 garage parking spaces and 23 guest parking spaces, which complies with the 66 parking spaces requirement set forth by Title 19.12.010 for a Multi-Family Residential development with 34 three-bedroom units. No van-accessible handicapped spaces are provided for the guest parking portion of the site; Condition of Approval 12 requires that a revised site plan be submitted and approved by the Department of Planning prior to the time application is made for a building permit.

The Town Center Development Standards Manual requires that development with a density exceeding 12.1 dwelling units per acre provides at least 12 percent of open space. The submitted site plan dated stamped on 02/22/22 indicates that approximately 18% of open space will be provided, consisting of six landscaping lots throughout the site.

Access to the subject site is provided through the adjacent shopping center property to the north via a proposed gated entrance. At the time of the recording for the Farm & Durango Commercial Center Final Map to the north, an access easement was placed on the entire site. This easement granted private vehicular and private utility easement for the subject site. Any additional off-site improvements would need to be further negotiated with the property owner to the north. The submitted site plan depicts 25-foot-wide private residential drive aisles throughout the entire development.

In the Town Center Development Standards Manual, a Special Use Permit is required for private streets. The Private Street use is defined as “Any roadway, other than a private drive, that is not owned by a public entity or is designated for use by specified property owners, maintained by or on behalf of those property owners, and not dedicated to nor intended for access by the general public.” The conditions of approval for a Special Use Permit for a gated subdivision with private streets include:

1. Abutting public street stubs from previously approved adjacent developments shall be terminated in a cul-de-sac or shall be extended to connect to another public street.

   A Waiver of the Town Center Development Standards Manual is requested to allow a stub-street termination. The stub-street termination is due to the unique shape of the developable area as constrained by the U.S. Highway 95 off-ramp. As a result of this constraint, the site cannot be developed in such a way that either terminates as a cul-de-sac or is connected to another street.

2. Gated communities not taking access directly off an arterial roadway shall have a minimum of two active gated entrances. Additional gated entrances may be required to disperse the traffic throughout the street network.

A Waiver of the Town Center Development Standards Manual is requested to allow one active gated entrance off the adjacent shopping center to the north. A secondary entrance is possible to the east but is used as a public utility easement for sewer and drainage considerations.

3. Consideration must be given to previously approved grading plans and drainage studies to assure minimum impact to existing and future developments.

   Condition of Approval Ten (10) of Tentative Map (22-0098-TMP1) requires an approved Drainage Plan and Technical Drainage Study. Additionally, the proposed development will be subject to civil building permit review assuring consideration for the minimal impact to existing development in the surrounding area.

The submitted east/west cross-sections depict a maximum natural grade greater than two percent across this site. Per the Tables in Subdivision Code 19.06.050 a development with a natural slope greater than two percent, is allowed a maximum six-foot retaining wall. A maximum of nine-foot retaining walls are shown along the east property line. In the Town Center, a Waiver is required for any deviation from the development standards. A Waiver is requested to allow a nine-foot-tall retaining wall without a landscape planter buffer where six feet is required with a landscape planter buffer. Similarly, a Waiver is requested to allow a 15-foot total wall height where 12 feet is the maximum allowed

The submitted north/south cross-section depicts a maximum natural grade of less than two percent across this site. Per the Tables in Subdivision Code 19.06.050 a development with a natural slope less than two percent, is allowed a maximum four-foot retaining wall. No retaining walls are shown along the north and south property lines.

The subject site is located within the Master Plan 2050 designated area of Centennial Hills, a major regional center for northwest Las Vegas. Centered at the Centennial Spaghetti Bowl, brings together northwestern neighborhoods. Previously envisioned as a northwestern “Town Center,” it has developed a commercial core, but largely as conventional suburban-style development, with some unique higher-density neighborhoods and urban form. Because Centennial Hills has previously been identified as a location for more intense uses, this planning area will re-establish itself as a true regional center that’s adapted to existing development, while transforming key areas around its core. The proposed development meets several goals within the 2050 Master Plan as higher density “missing middle housing” townhomes are proposed through infill development. Infill development in areas with lower infrastructure and service costs must be supported by the City to maximize tax revenue and minimize the provision of service costs. Based on a lack of higher density “Missing Middle” housing potential which can

help fill the gap for workforce and lower-income households, an opportunity exists to develop this type of housing, utilizing this plan's approach and strategy of infill development. Townhome units are identified as a developable building form to address this need.

The proposed development is consistent with the development standards set in the Town Center Development Standards Manual. The proposed residential subdivision meets several goals and objectives set forth in the 2050 Master Plan regarding infill development and provides higher density missing middle housing through townhomes. As a result, staff recommends approval on all associate requests, subject to conditions.

FINDINGS (22-0098-MOD1)

The proposed land use modification from SC-TC (Service Commercial – Town Center) to M-TC (Medium Density Residential – Town Center will not negatively affect properties in the surrounding area. As the subject site is adjacent to the U.S. Highway 95 off-ramp, staff finds this to be suitable for higher density residential uses and therefore, recommends approval of this Major Modification request.

FINDINGS (22-0098-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   If the requested Major Modification of the Town Center land use map is approved, the subject site would be designated as M-TC (Medium Density Residential – Town Center), which would allow private streets through an approved Special Use Permit.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is located adjacent to an existing commercial shopping center. The proposed private streets will allow a separation between the two land uses. As such, the subject site is physically suitable for private streets.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the subject site is provided through the adjacent shopping center property to the north via a proposed gated entrance. At the time of the recording for the Farm & Durango Commercial Center Final Map to the north, an access easement was placed on the entire site. This easement granted private vehicular and private utility easement for the subject site. Any additional off-site improvements would need to be further negotiated with the property owner to the north. The proposed private streets for this development would be accessed through this commercial subdivision.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed private streets would not compromise the public health, safety, or welfare as the development of the site would be subject to a variety of building permit reviews and inspections thus ensuring compliance with all applicable code requirements.

5. **The use meets all of the applicable conditions per the Town Center Development Standards Manual.**

   Waivers of the Town Center Development Standard Manual are requested for the proposed use. A Waiver is requested to allow a stub-street termination. The stub-street termination is due to the unique shape of the developable area as constrained by the U.S. Highway 95 off-ramp. As a result of this constraint, the site cannot be developed in such a way that either terminates as a cul-de-sac or is connected to another street. Additionally, a Waiver is requested to allow one active gated entrance off the adjacent shopping center to the north. A secondary entrance is possible to the east but is used as a public utility easement for sewer and drainage considerations.

FINDINGS (22-0098-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

The proposed development is compatible with existing development in the surrounding area as it is located between the U.S. Highway 95 off-ramp and an existing single-family residential subdivision and serves as an appropriate transition between the two uses.

2. The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies, and standards;

The proposed infill development meets objectives set in the 2050 Master Plan as higher density "missing middle housing" townhomes are proposed. Infill development in areas with lower infrastructure and service costs must be supported by the City to maximize tax revenue and minimize the provision of service costs. Based on a lack of higher density "Missing Middle" housing potential which can help fill the gap for workforce and lower-income households, an opportunity exists to develop this type of housing, utilizing this plan's approach and strategy of infill development. Townhome units are identified as a developable building form to address this need.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Access to the subject site is provided through the adjacent shopping center property to the north via a proposed gated entrance. At the time of the recording for the Farm & Durango Commercial Center Final Map to the north, an access easement was placed on the entire site. This easement granted private vehicular and private utility easement for the subject site.

4. Building and landscape materials are appropriate for the area and for the City;

The submitted elevation plan date stamped on 03/30/22, show a variety of different building types, generally categorized as either the Tuscan or colonial Spanish design. The building and materials are appropriate for a desert climate and the city.

5. Building elevations, design characteristics, and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The design characteristics of the proposed residential development are not unsightly and are compatible with the neighboring residential subdivision. The proposed materials are suitable for the surrounding commercial and residential uses and the desert environment.

6. **Appropriate measures are taken to secure and protect the public health, safety, and general welfare.**

   If approved, the proposed development is subject to building plan review and regular site inspections throughout the construction phase thereby protecting the public health, safety, and general welfare.

FINDINGS (22-0098-TMP1)

The proposed Tentative Map conforms to the Town Center Development Standards Manual and Title 19. Therefore, staff recommends approval of this application.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
1964	A Petition to Annex (A-0003-64) was approved for approximately 5,000 acres located North of Lone Mountain Road and West of Decatur Boulevard.
12/07/98	The City Council approved a Rezoning (Z-0076-98) from: U (Undeveloped), R-E (Residence Estates), R-PD7 (Residential Planned Development – 7 Units per Acre), R-PD11 (Residential Planned Development – 11 Units per Acre), R-PD13 (Residential Planned Development – 13 Units per Acre), R-PD18 (Residential Planned Development – 18 Units per Acre), R-CL (Single Family Compact-Lot), C-1 (Limited Commercial), C-2 (General Commercial), C-V (Civic), and P-D (Planned Development) to: T-C (Town Center), on 1,468 acres located within the area designated as Town Center on the northwest amendment to the general plan. The Planning Commission recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/12/22	The Planning Commission (7-0 vote) recommends APPROVAL on the following Land Use Entitlement project requests on 10.58 acres at the southeast corner of Durango Drive and U.S. Highway 95 (APN 125-17-702-001), T-C (Town Center) Zone, Ward 6 (Fiore) • 22-0098-MOD1 - MAJOR MODIFICATION - FROM: SC-TC (SERVICE COMMERCIAL - TOWN CENTER) TO: M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) • 22-0098-SUP1 - SPECIAL USE PERMIT - FOR PRIVATE STREETS WITH WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL • 22-0098-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A 34-LOT SINGLE-FAMILY, ATTACHED RESIDENTIAL SUBDIVISION • 22-0098-TMP1 - TENTATIVE MAP - DURANGO AND 95 - PARCEL 3 - FOR A 34-LOT SINGLE FAMILY, ATTACHED RESIDENTIAL SUBDIVISION

Most Recent Change of Ownership	
10/05/20	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
02/14/22	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Major Modification of the Town Center Development Standards Land Use Map, Site Development Plan Review, and Tentative Map for a proposed residential subdivision at the subject site.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/02/22	A routine field check was conducted at the subject site. Staff found the undeveloped subject site gated with nothing noted of concern.

Details of Application Request	
Site Area	
Gross Acres	10.58
Net Acres	2.33

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	TC (Town Center) - SC-TC (Service Commercial Town Center)	T-C (Town Center)
North	Right-of-Way		
	Shopping Center	TC (Town Center) - GC-TC (General Commercial Town Center)	
South	U.S. Highway 95	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Single Family, Detached	TC (Town Center) - SX-TC (Suburban Mixed-Use Town Center)	T-C (Town Center)
West	U.S. Highway 95	ROW (Right-of-Way)	ROW (Right-of-Way)

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: Centennial Hills	Y
Special Area and Overlay Districts	***Compliance***
T-C (Town Center) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact	N/A
Project of Regional Significance	N/A

AS

DEVELOPMENT STANDARDS

Pursuant to the Town Center Development Standards Manual, the following standards apply:

Standard	*Provided*	*Compliance*
Min. Lot Size	1,219 SF	Y
Min. Lot Width	20 Feet	Y
Min. Setbacks		
• Front	4 Feet	Y
• Side	0 Feet	Y
• Corner	10 Feet	Y
• Rear	5 Feet	Y
Min. Distance Between Buildings	10 Feet	Y
Max. Lot Coverage	As Defined by Setbacks	Y
Max. Building Height	35 Feet	Y

**The development standards for residential development standards in Town Center are established by a Site Development Plan Review.*

Existing Special Land Use Designation	*Permitted Density*	*Units Allowed*
SC-TC (Service Commercial – Town Center)	N/A	N/A
Proposed Special Land Use Designation	***Permitted Density***	***Units Allowed***
M-TC (Medium Density Residential – Town Center)	12 to 25 du/ac	126 to 264 [Gross Acres]
		27 to 58 [Net Acres]

Open Space – Town Center					
Total Site Acreage	***Required***		***Provided***		***Compliance***
	Percent	***Area***	***Percent***	***Area***	
101,494 SF	12%	12,179 SF	18%	18,529 SF	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Pitney Avenue	Local Street	Title 13	37	Y

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		4	
Intersection – Internal			1
Cul-de-sac Terminus			1
Intersection – External Street or Stub Terminus			1
Total		**4**	**3**
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**N/A**	**1.33**	

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	
Three Bedroom	34 Lots	1.75 Spaces per Unit	60				
Guest Parking	34 Total Lots	1 per Six Units	6				
TOTAL SPACES REQUIRED			66		48 (Garage) 23		Y
Regular and Handicap Spaces Required			65	1	71	0	N*

**Condition of Approval 12 requires that a revised site plan be submitted and approved by the Department of Planning with a provided van-accessible handicapped space.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
Abutting public street stubs from previously approved adjacent developments shall be terminated in a cul-de-sac or shall be extended to connect to another public street.	To allow a stub-street termination where a cul-de-sac or public street connection is required	Approval
Gated communities not taking access directly off an arterial roadway shall have a minimum of two active gated entrances. Additional gated entrances may be required to disperse the traffic throughout the street network.	To allow one active gated entrance off the adjacent shopping center to the north where a minimum of two active gated entrances	Approval
Retaining walls have a maximum wall height of six feet. Subdivision perimeter walls with retaining walls with a height of greater than six feet shall be designed with a minimum five-foot-wide landscape planter as a buffer.	To allow a nine-foot-tall retaining wall without a landscape planter buffer where six feet with a landscape buffer is the maximum height allowed.	Approval
The total wall height allowed is 12 feet tall.	To allow a 15-foot tall total wall height where 12 feet is the maximum allowed.	Approval

Proposed 34 Single Family Lots (Attached):			
Student Yield	**Elementary School**	**Middle School**	**High School**
Single-Family Units (34)	34 x 0.166	34 x 0.093	34 x 0.131
Total Additional Students	6	3	4

Schools Serving the Area:					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
Bilbary Elementary School**	9370 Brent Lane	Kindergarten – 5th Grade	686 Students	655 Students	02/01/22
Scherkenbach Elementary School**	9371 Iron Mountain Road	Kindergarten – 5th Grade	686 Students	556 Students	02/01/22
Cadwallader Middle School	7775 Elkhorn Road	6th – 8th Grade	1,571 Students	1,403 Students	02/01/22
Arbor View High School	7500 Whispering Sands Drive	9th - 12th Grade	2,484 Students	3,220 Students*	02/01/22

**Arbor View High School is over capacity for the 2021-2022 school year. It is at 129.63 percent of the program capacity.*
***These elementary schools share an attendance boundary.*

AS

Department of Public Works Traffic Study

Proposed 34-Lot Single Family, Attached Residential Subdivision – Southeast corner of Durango Drive and U.S. Highway 95				
Proposed Use				
Average Daily Traffic (ADT)	MULTIFAMILY HOUSING (LOW-RISE) [DU]	34	7.32	249
AM Peak Hour			0.46	16
PM Peak Hour			0.56	19
Existing Traffic on Nearby Streets				
Farm Road				
Average Daily Traffic (ADT)			18,469	
PM Peak Hour (Heaviest 60 Minutes)			1,478	
Durango Drive				
Average Daily Traffic (ADT)			34,286	
PM Peak Hour (Heaviest 60 minutes)			2,743	
Tule Springs Road				
Average Daily Traffic (ADT)			5,546	
PM Peak Hour (Heaviest 60 minutes)			444	
Traffic Capacity of Adjacent Streets:				
Adjacent Street ADT Capacity				
Farm Road			35,490	
Durango Drive			53,445	
Tule Springs Road			25,935	
Summary				
This project is expected to add an additional 249 trips per day on Farm Road, Durango Drive, and Tule Springs Road. Currently, Farm Road is at about 52 percent of capacity, Durango Drive is at about 64 percent of capacity and Tule Springs Road is at about 11 percent of capacity. With this project, Farm Road is expected to be at about 53 percent of capacity, Durango Drive is expected to be at about 65 percent of capacity and Tule Springs Road to remain unchanged.				
Based on Peak Hour use, this development will add into the area roughly 19 additional peak hour trips, or about one every three minutes.				

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	22-0098
Meeting Date	02/22/2022
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Modification, Site Plan Review and Tentative Map

Project Address (Location) US 95 and Durango

Project Name US 95 & Durango Parcel 3 **Proposed Use** Townhomes

Assessor's Parcel #(s) 125-17-702-001 **Ward #** 6 - Fiore

General Plan: Existing SC Proposed M **Zoning:** Existing TC Proposed TC

Additional Information

Property Owner Durango M B Partners, LLC **Contact** Marc Bolduc

Address 11411 Southern Highland Parkway, Ste 300 City Las Vegas State NV Zip 89141

E-mail mbuldoc@olympiacompanies.com Phone 702-220-6565

Applicant Signature Homes **Contact** Rick Barron

Address 801 S. Rancho Drive Suite E-4 City Las Vegas State NV Zip 89106

E-mail rickbarron@signatureshomes.com Phone 702-671-6062

Representative Kaempfer Crowell **Contact** Jennifer Lazovich

Address 1980 Festival Plaza Drive City Las Vegas State NV Zip 89135

E-mail apierce@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Marc A Bolduc

Subscribed and sworn before me

This 15th day of February, 20 22

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LISA MORRISON
Appt. No. 15-1908-1
My Appt. Expires May 18, 2023

DEPARTMENT OF PLANNING

22-0098
02/22/2022

DATE: 02/22/2022

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: PROJECT NAME Durango and 95 Parcel 3
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

Durango and 95 Parcel 3 (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact Ann Pierce at (702)-792-7048. Thank you.

Sincerely,

Ann Pierce
(Signature)

Ann Pierce
(Print)

MALANA L. TICE
Notary Public, State of Nevada
No. 17-1988-1
My Appt. Exp. March 27, 2025

Subscribed and sworn before me

This 22nd day of February, 2022.

Malana L. Tice
Notary Public in and for said County and State

101220-PRE- 22-0098

DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- ☑ 1. Name of the proposed subdivision.
- ☑ 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- ☑ 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- ☑ 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- ☑ 5. Identification of adjoining properties.
- ☑ 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- ☑ 7. Existing structures and other physical features.
- ☑ 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- ☑ 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.
- ☑ 10. Existing and proposed street names.
- NR 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.
- ☑ 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- ☑ 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- NA 14. Existing and proposed storm drains.
- ☑ 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- ☑ 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.
- ☑ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

22-0098
02/28/2022

☑ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

NR 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☑ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

NR 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

NA 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

NA 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code.

NA 3. Any proposed deviations from City standards.

☐ 4. A copy of the deed for the property, if required.

☐ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☐ 6. A compatible digital format copy of the tentative map.

☐ 7. If applicable, a letter indicating that an in lieu of park is proposed.

Reviewed by: _____

Department of Public Works Signature: _____

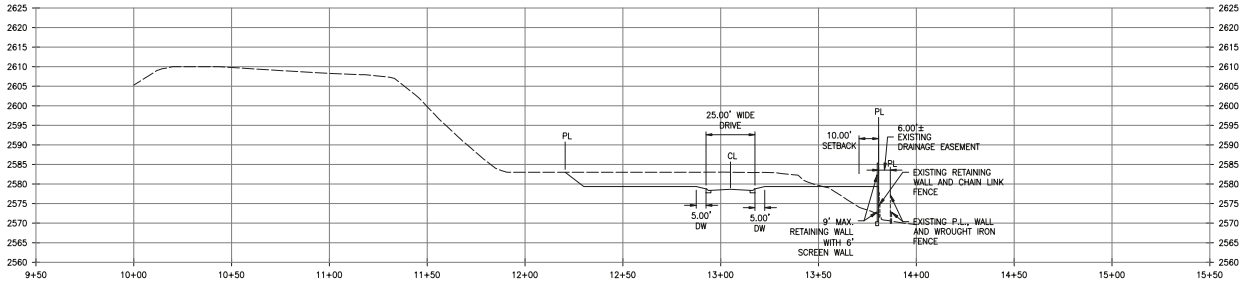
Date: _____

22-0098
02/22/2022

DURANGO AND 95-PARCEL 3

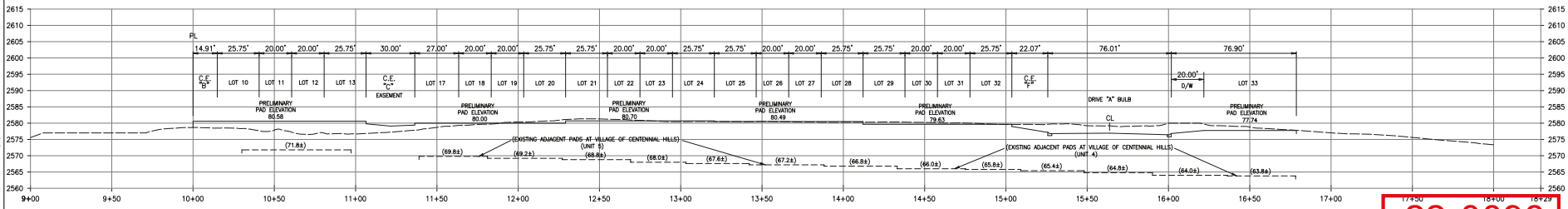
RESIDENTIAL DEVELOPMENT

Alignment – (1) PROFILE
SCALE: HORIZ. 1"=30', VERT. 1"=15'



A-A SITE CROSS-SECTION

Alignment –FG PADS PROFILE
SCALE: HORIZ. 1"=30', VERT. 1"=15'



B-B SITE CROSS-SECTION

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22-0098
02/22/2022

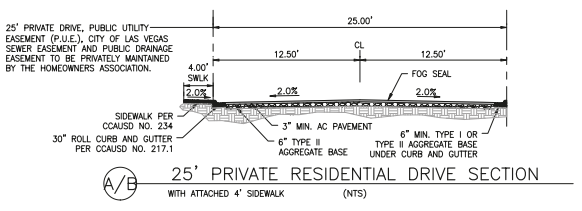
DURANGO AND 95 PARCEL 3
RESIDENTIAL DEVELOPMENT
SITE CROSS SECTION
LAS VEGAS, NEVADA

DRAWING NO.

SHEET NO. 2 OF 2

1/4/2022

TENTATIVE MAP
DURANGO AND 95-PARCEL 3



A/B 25' PRIVATE RESIDENTIAL DRIVE SECTION
WITH ATTACHED 4' SIDEWALK (NTS)

NOTE:

* =EXACT WIDTH OF DRAINAGE EASEMENTS TO BE DETERMINED BY CITY OF LAS VEGAS.

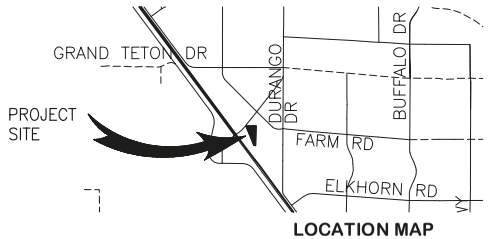
**=10' RECIPROCAL ACCESS EASEMENT AND 10' LANDSCAPE EASEMENT TO BE H.O.A. MAINTAINED.

RESIDENTIAL DEVELOPMENT

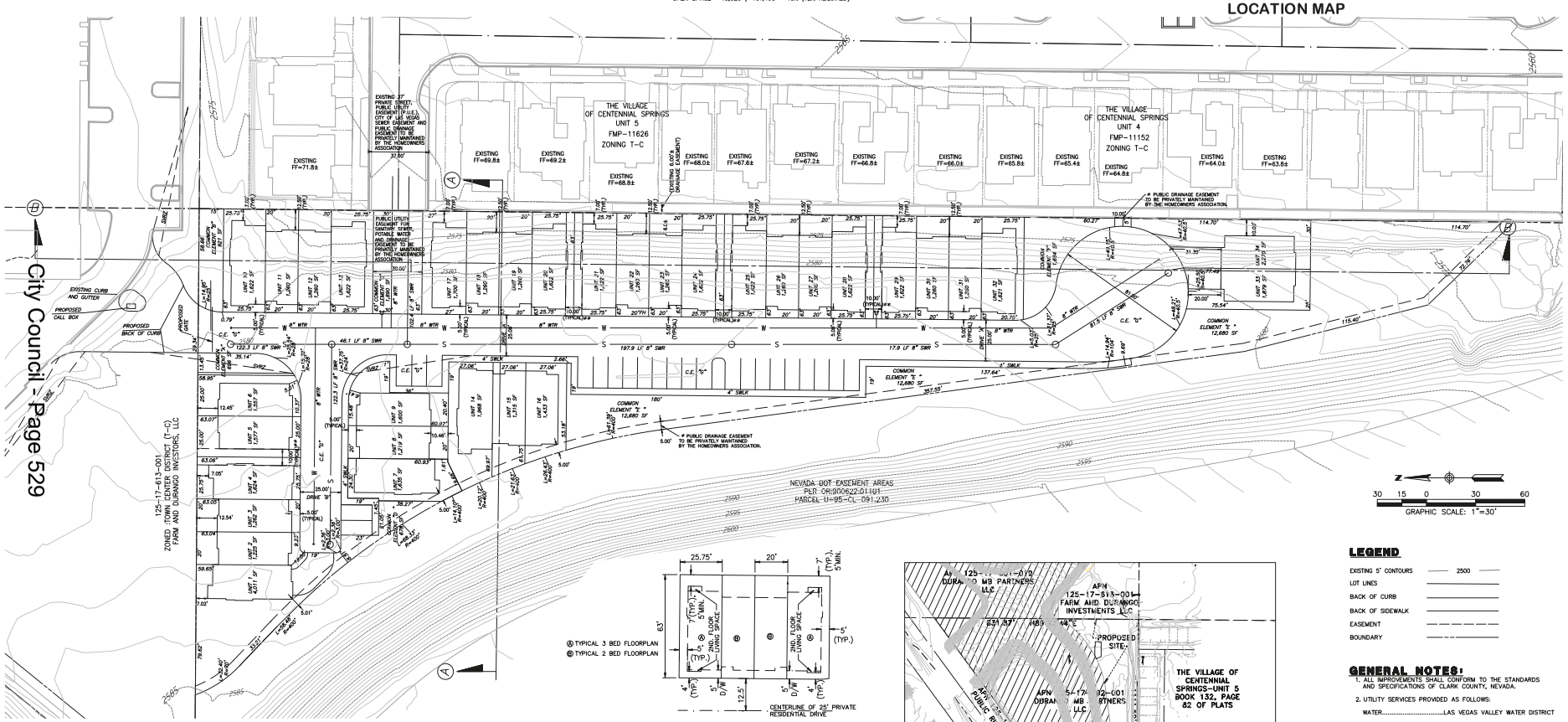
COMMON LOT TABULATIONS

COMMON ELEMENT:	A	696 SF	(LANDSCAPE)
COMMON ELEMENT:	B	921 SF	(LANDSCAPE)
COMMON ELEMENT:	C	1,890 SF	(LANDSCAPE)
COMMON ELEMENT:	D	678 SF	(LANDSCAPE)
COMMON ELEMENT:	E	12,680 SF	(LANDSCAPE)
COMMON ELEMENT:	F	1,664 SF	(LANDSCAPE)
COMMON ELEMENT:	G	28,595 SF	(PRIVATE DRIVE, SIDEWALK AND PARKING)

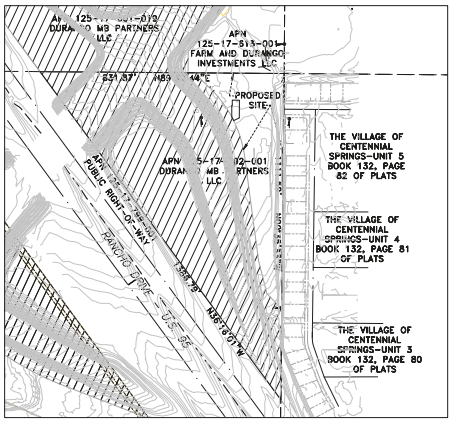
TOTAL LANDSCAPE= 18,529 SF
OPEN SPACE= 18,529 / 101,495 = 18% (12% REQUIRED)



LOCATION MAP



Ⓐ TYPICAL 3 BED FLOORPLAN
Ⓑ TYPICAL 2 BED FLOORPLAN



LEGEND

EXISTING 5' CONTOURS 2500
LOT LINES
BACK OF CURB
BACK OF SIDEWALK
EASEMENT
BOUNDARY

GENERAL NOTES:

1. ALL IMPROVEMENTS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF CLARK COUNTY, NEVADA.
2. UTILITY SERVICES PROVIDED AS FOLLOWS:
   WATER.....LAS VEGAS VALLEY WATER DISTRICT
   ELECTRIC.....NV ENERGY
   GAS.....SOUTHWEST GAS CORPORATION
   SEWER.....CITY OF LAS VEGAS
   SOLID WASTE DISPOSAL.....REPUBLIC SERVICE
   TELEPHONE.....CENTURYLINK
3. UTILITY EASEMENTS TO BE DEDICATED TO RESPECTIVE AGENCIES.
4. ESTIMATED SEWER CONTRIBUTION (34 HOMES X 0.04 MGD/HOME)= 1.36 MGD
5. STREET WATER SERVICE BY LVVWD.
6. THIS DEVELOPMENT IS SHOWN IN ITS ENTIRETY ON THIS TENTATIVE MAP AND IS NOT A PORTION OF ANY MASTER PLANNED AREA.
7. ALL INTERIOR SEWER AND WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
8. THERE ARE NO EXISTING STRUCTURES LOCATED ON THIS SITE.
9. THIS PLAN IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSUMED.
10. THERE ARE NO KNOWN FAULTS OR FISSURES LOCATED ON-SITE.

FLOOD ZONE NOTE:
THE SITE IS NOT LOCATED WITHIN FLOOD ZONE "X" WHICH IS SPECIFIED AS "AREAS TO BE DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE OF FLOODPLAIN" FIRM MAP NUMBER 32003C1745 E DATED NOVEMBER 16, 2011.

OWNER
DURANGO MB PARTNERS LLC
11411 SOUTHERN HIGHLANDS PARKWAY
STE 300
LAS VEGAS, NV, 89141
CONTACT: MARC BOLDUC
PHONE: 702-220-6565

DEVELOPER
PLASTER DEVELOPMENT COMPANY INC.
(d/b/a SIGNATURE HOMES)
801 S. RANCHO DRIVE
SUITE: E-4
LAS VEGAS, NV, 89106

CONTACT: RICK BARRON
PHONE: 702-671-6062

SITE TABULATIONS

APN # 125-17-702-001

CURRENT ZONING:	SC-TC (SERVICE COMMERCIAL-TOWN CENTER)
PROPOSED ZONING:	M-TC (MEDIUM DENSITY RESIDENTIAL-TOWN CENTER)
GROSS AREA::	10.58 AC.
NET AREA:	2.33 AC
PROPOSED DENSITY:	14.59 D.U.A.(NET)
NUMBER OF RESIDENTIAL LOTS:	34
NUMBER OF COMMON ELEMENTS:	6
LOT SQUARE FOOTAGE MAXIMUM:	4,011 S.F.
LOT SQUARE FOOTAGE MINIMUM:	1,219 S.F.
LOT SQUARE FOOTAGE AVERAGE:	1,575 S.F.
MAX. BUILDING HEIGHT	35 FT.

UNIT MIX

UNIT TYPE	
2 BEDROOM (B)	20/59 %
3 BEDROOM (A)	14/41 %
TOTAL UNITS	34

SETBACKS

FRONT SETBACK (2ND FLOOR)	4'
FRONT GARAGE TO PL	5'
BUILDING TO BUILDING	10' MIN. COMBINED
REAR PROPERTY LINE	5'MIN, 7' TYPICAL'
CORNER SIDE PROPERTY LINE	10'

PARKING REQUIREMENTS

PARKING REQUIRED:		
1 SPACE PER DWELLING	=	34
1 GUEST PER EVERY 6 DWELLINGS	=	6
TOTAL REQUIRED:		40
PROVIDED:		
1 PER DWELLING	=	34
ON SITE GUEST	=	23
TOTAL PROVIDED:	=	57
(1.7 PARKING SPACES PER DWELLING)		

FAST Call before you Underground 1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION
AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY. Call before you Overhead 1-702-227-2929
Call before you Dig. Avoid cutting underground utility lines. It's costly. CALL 811 OR 1-800-642-2444

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06/22/2022

RICK ENGINEERING COMPANY
4255 DEAN MARTIN DRIVE, SUITE F
LAS VEGAS, NV 89103
702.827.0650
rickengineering.com
San Diego • Riverside • San Luis Obispo • Sacramento • Orange • Tucson • Phoenix • Las Vegas • Denver

NO. | BY | DATE | REVISION

SEAL:

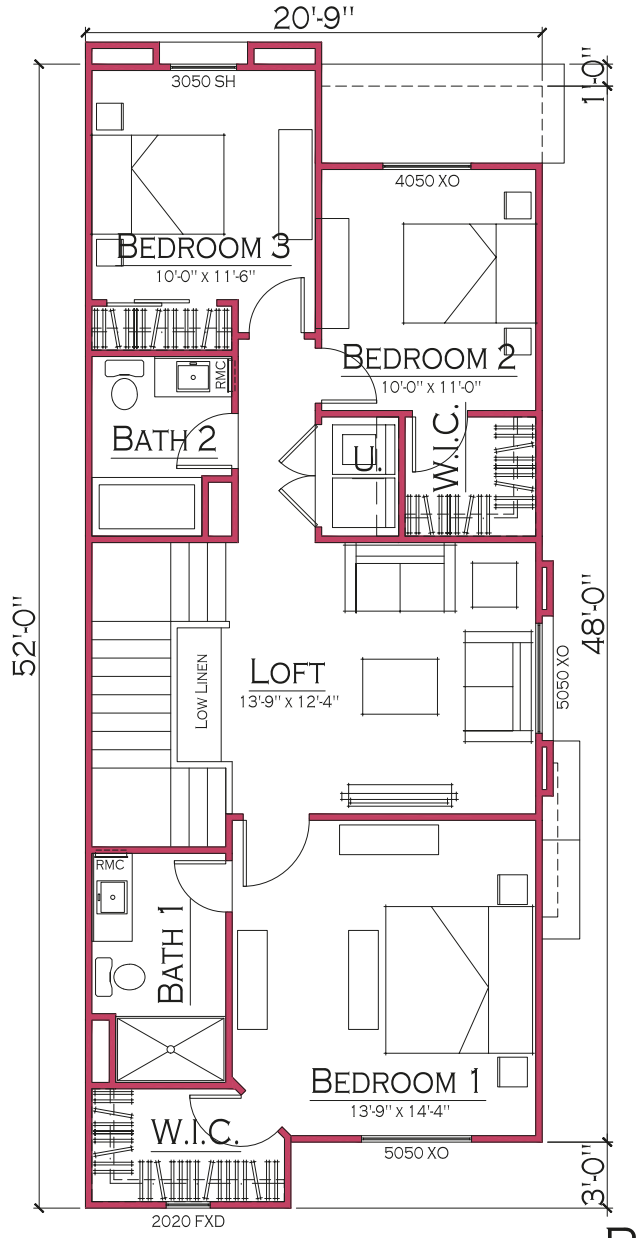
PROJECT NO:
DATE:
DRAWN/DESIGNED BY:
CHECKED BY:

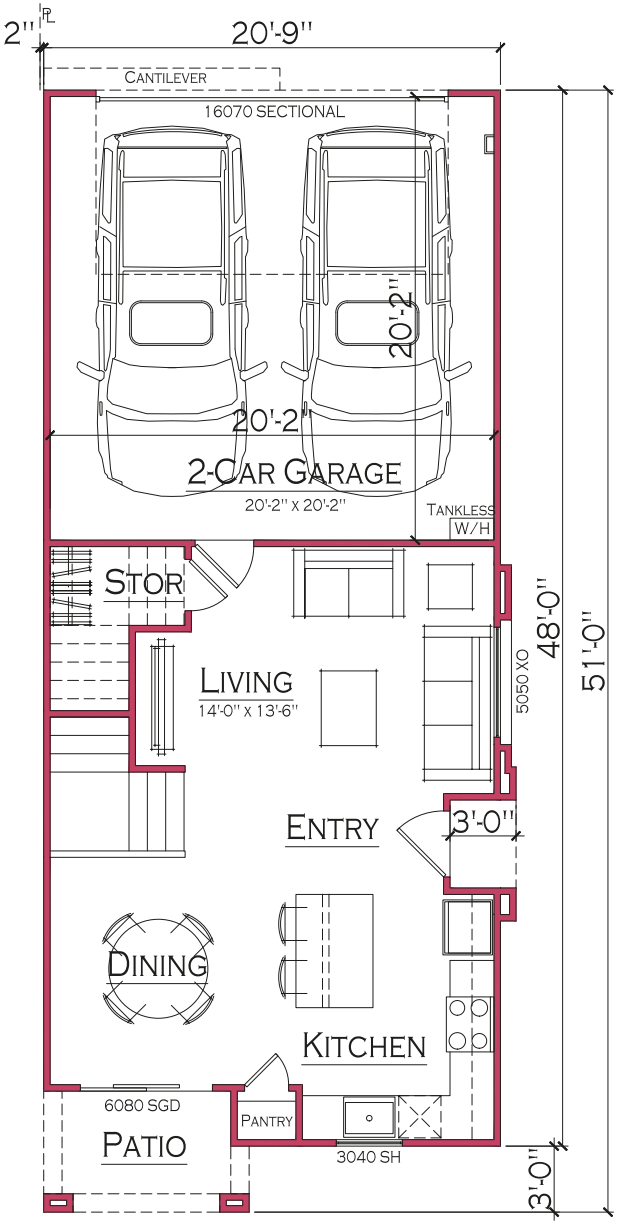
DURANGO AND 95 - PARCEL 3
SIGNATURE HOMES
TENTATIVE MAP
CITY OF LAS VEGAS

811 Know what's below. Call before you dig.

DRAWING NO.

SHEET NO. 1 OF 2





22-0098
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PLAN 1470 AREA CALCS

PLAN 1470 AREA CALCS		
LIVABLE		1,470 S.F.
FIRST FLOOR	542 S.F.	
SECOND FLOOR	928 S.F.	
COVERED ENTRY		14 S.F.
COVERED PATIO		49 S.F.
2-CAR GARAGE		425 S.F.
TOTAL AREA		1,958 S.F.

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January 6, 2022

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PLAN 1470

JANUARY 6TH, 2022

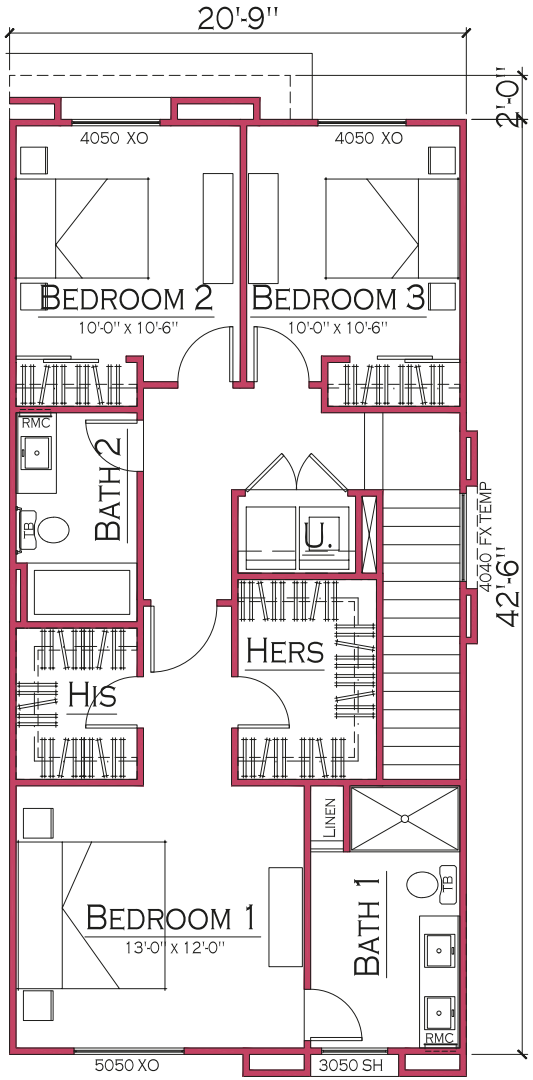
Signature THE DREAM BUILDER

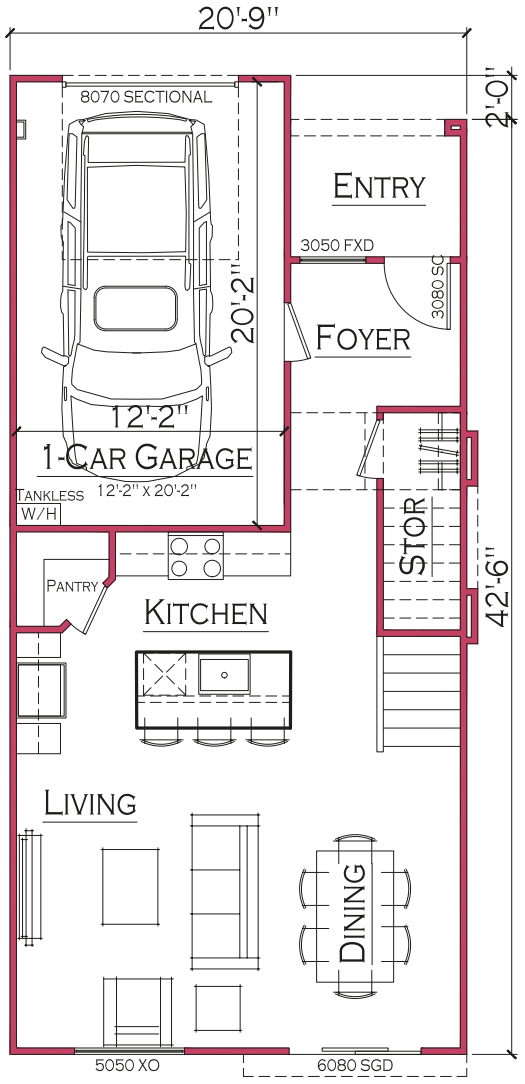
DURANGO & US 95

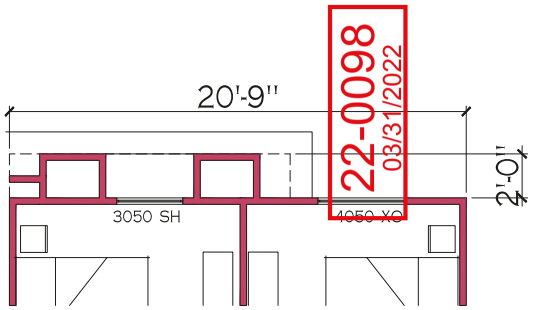
City of Las Vegas, Nevada

SCALE: 3/8" = 1'-0"

Perlman ARCHITECTS







OPTIONAL WINDOW

PLAN 1415 AREA CALCS

PLAN 1415 AREA CALCS		
LIVABLE		1,415 S.F.
FIRST FLOOR	600 S.F.	
SECOND FLOOR	815 S.F.	
COVERED ENTRY		50 S.F.
1-CAR GARAGE		260 S.F.
TOTAL AREA		1,725 S.F.

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PLAN 1415

DURANGO & US 95

City of Las Vegas, Nevada

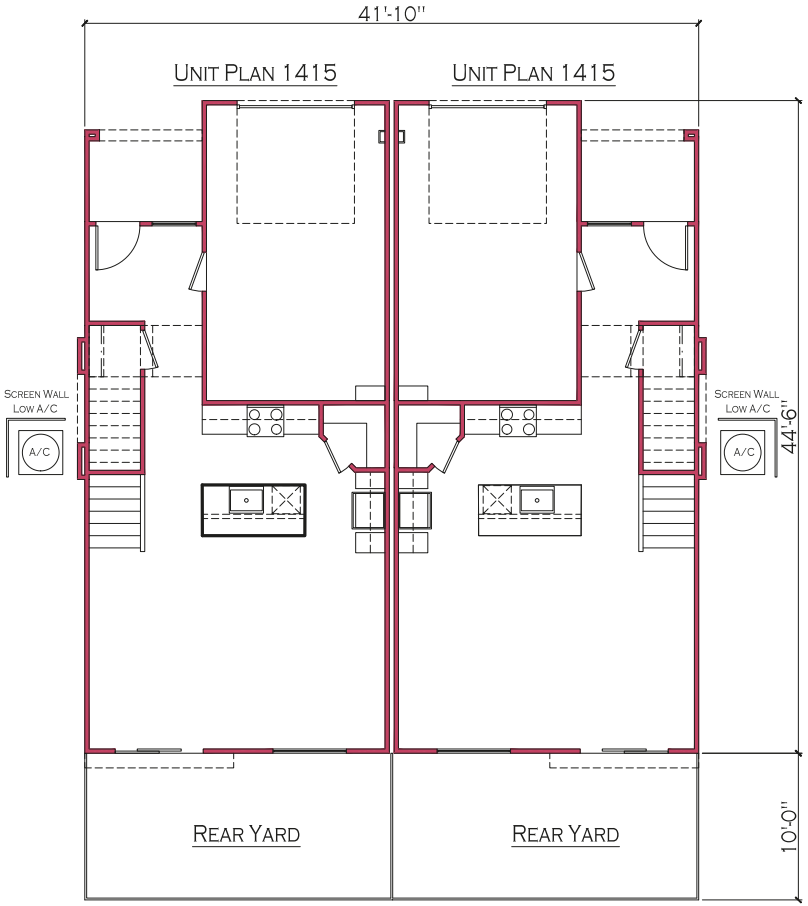
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SCALE: 3/8" = 1'-0"

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DUPLEX - 1ST FLOOR

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DURANGO & US 95

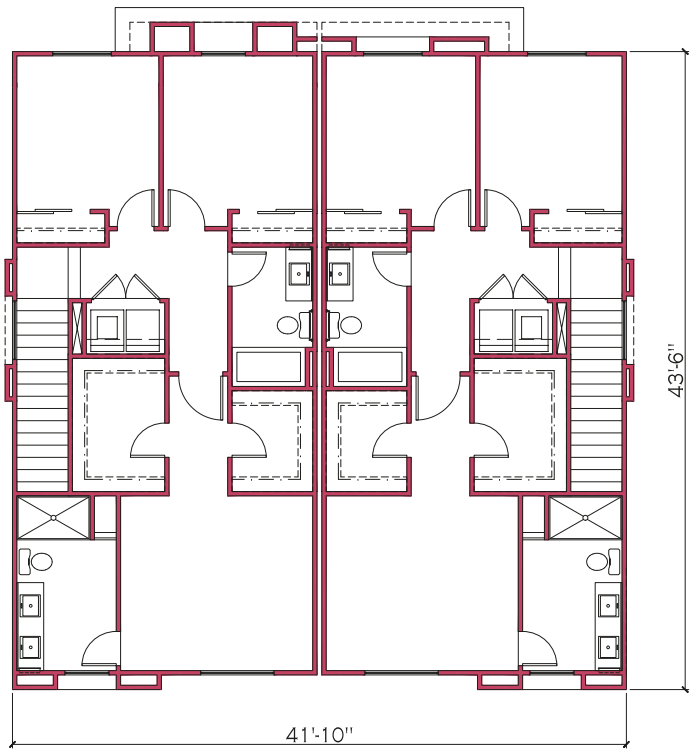
City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS

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UNIT PLAN 1415 UNIT PLAN 1415



City Council - Page 533

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DUPLEX - 2ND FLOOR

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DURANGO & US 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS



ELEVATION 'A' | SPANISH COLONIAL
SCHEME 1

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA SANDSTORM	CRISP LINEN SW6378	STONE LION SW7507

FOAM BASE	ACCENT	GARAGE/FASCIA
STONE LION SW7507	GRAYS HARBOR SW6236	HOMESTEAD BROWN SW7515

ELEVATION 'A' | SPANISH COLONIAL
SCHEME 2

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA DESERT DRIFTWOOD	WOOL SKEIN SW6148	DRY DOCK SW7502

FOAM BASE	ACCENT	GARAGE/FASCIA
DRY DOCK SW7502	HOMBURG GRAY SW7622	QUARTERSEWN OAK SW2836

ELEVATION 'A' | SPANISH COLONIAL
SCHEME 3

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA SANDSTORM	STONE LION SW7507	CRISP LINEN SW6378

FOAM BASE	ACCENT	GARAGE/FASCIA
CRISP LINEN SW6378	GRAYS HARBOR SW6236	GARRETT GRAY SW6705

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DUPLEX - FRONT LOADED
CONCEPTUAL SPANISH ELEVATION 'A' - SCHEME 1

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FEBRUARY 15TH, 2022

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DURANGO & 95
City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

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ELEVATION 'B' | TUSCAN
SCHEME 4

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA WASHED GOLD	TOWNHALL TAN SW7690	DOWN HOME SW6081

STONE VENEER	ACCENT	GARAGE/FASCIA
DEL MARE LEDGESTONE PALERMO	THUNDEROUS SW6201	SABLE SW6083

ELEVATION 'B' | TUSCAN
SCHEME 5

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA SANDSTORM	PORTABELLO SW6102	IRISH CREAM SW7537

STONE VENEER	ACCENT	GARAGE/FASCIA
SOUTHERN LEDGESTONE WOLF CREEK	BLACK BEAN SW6006	PLANTATION SHUTTERS SW7520

ELEVATION 'B' | TUSCAN
SCHEME 6

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA CHARCOAL BROWN BLEND	KILIM BEIGE SW6106	MEDICI IVORY SW7558

STONE VENEER	ACCENT	GARAGE/FASCIA
COUNTRY LEDGESTONE ASPEN V2	ROCKWEED SW2735	PLANTATION SHUTTERS SW7520

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DUPLEX - FRONT LOADED
CONCEPTUAL TUSCAN ELEVATION 'B' - SCHEME 4

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03/31/2022

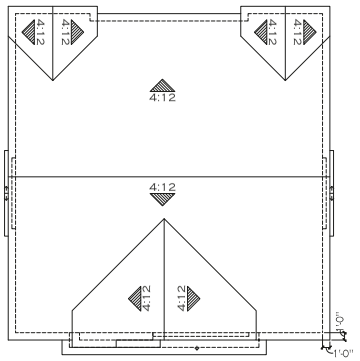
FEBRUARY 15TH, 2022

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City of Las Vegas, Nevada

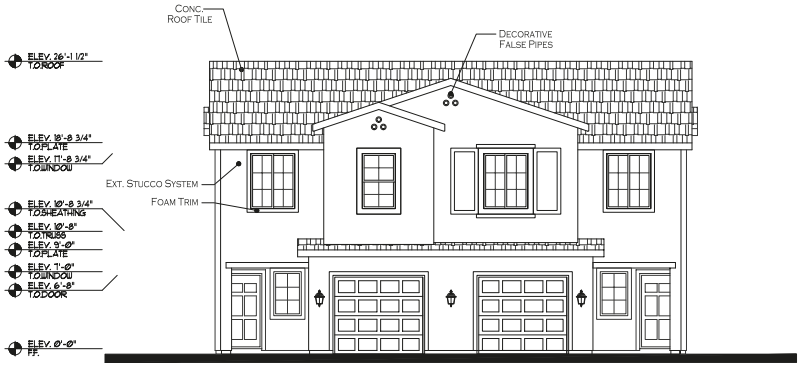
SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS



SPANISH ROOF

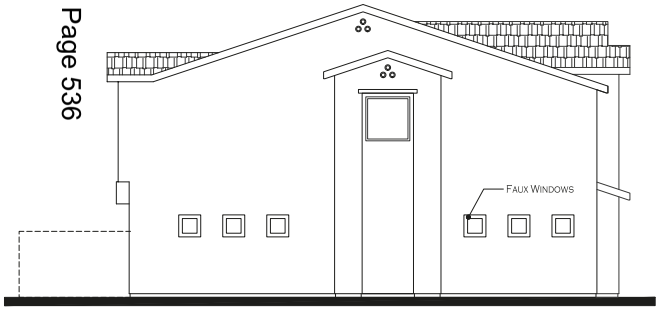
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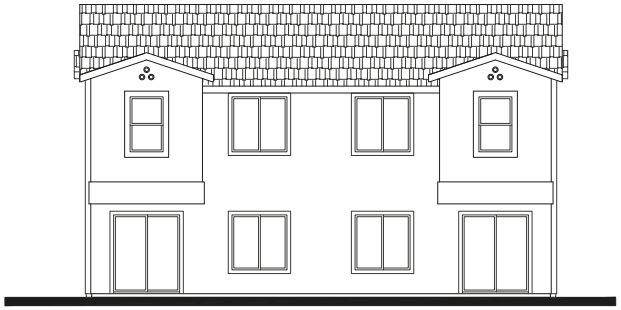
SPANISH FRONT ELEVATION

22-0098
03/31/2022

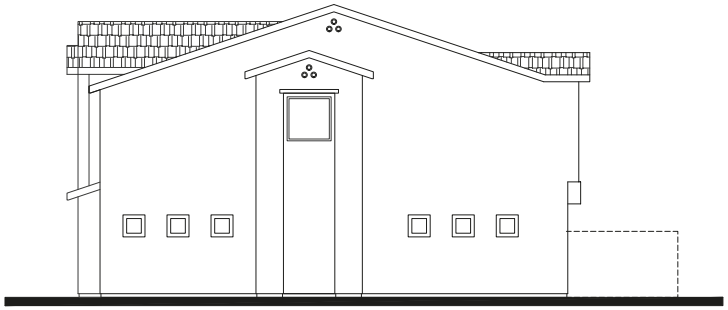
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SPANISH LEFT ELEVATION



SPANISH REAR ELEVATION



SPANISH RIGHT ELEVATION



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DUPLEX - FRONT LOADED
CONCEPTUAL SPANISH ELEVATIONS 'A' & ROOF PLAN

JANUARY 6TH, 2022

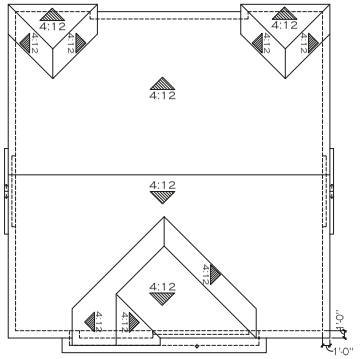
SCALE: 1/4" = 1'-0"

DURANGO & 95

City of Las Vegas, Nevada

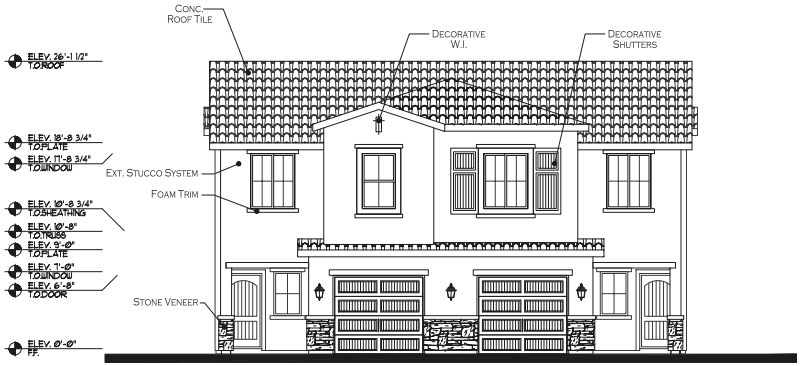
Signature THE DREAM BUILDER

Perlman ARCHITECTS



TUSCAN ROOF

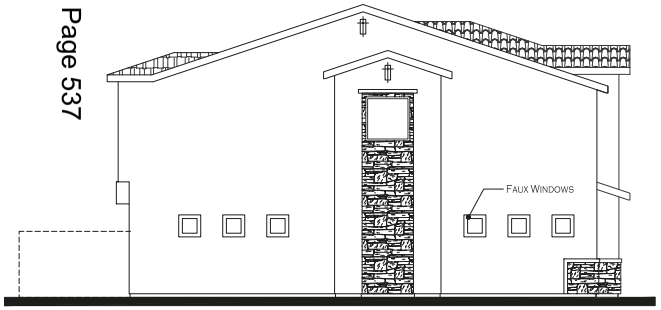
SCALE: 1/8" = 1'-0"



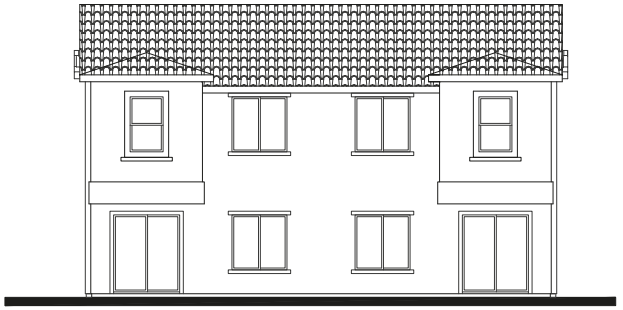
TUSCAN FRONT ELEVATION

22-0098
03/31/2022

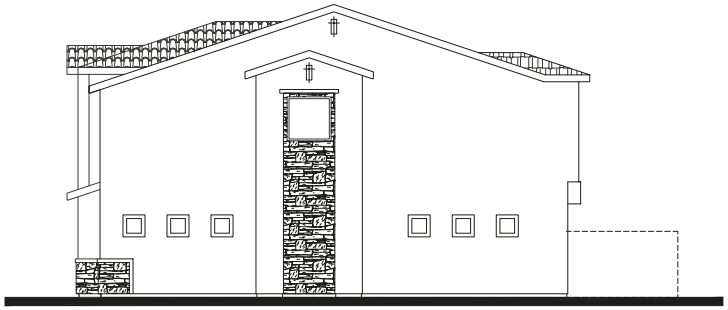
City Council - Page 537



TUSCAN LEFT ELEVATION



TUSCAN REAR ELEVATION



TUSCAN RIGHT ELEVATION



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DUPLEX - FRONT LOADED
CONCEPTUAL TUSCAN ELEVATIONS 'B' & ROOF PLAN

JANUARY 6TH, 2022

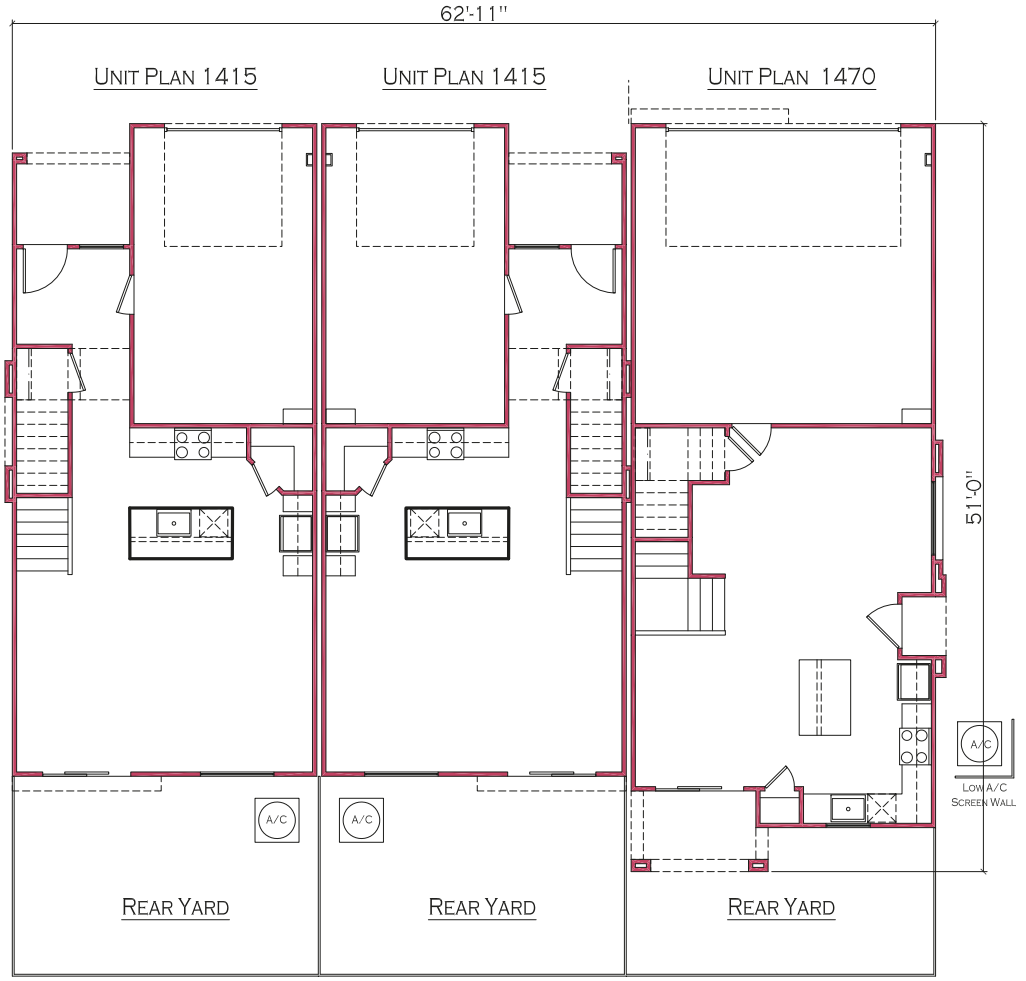
DURANGO & 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Signature THE DREAM BUILDER

Perlman ARCHITECTS



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March 23, 2022

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3-PLEX - 1ST FLOOR

JANUARY 6TH, 2022

DURANGO & US 95

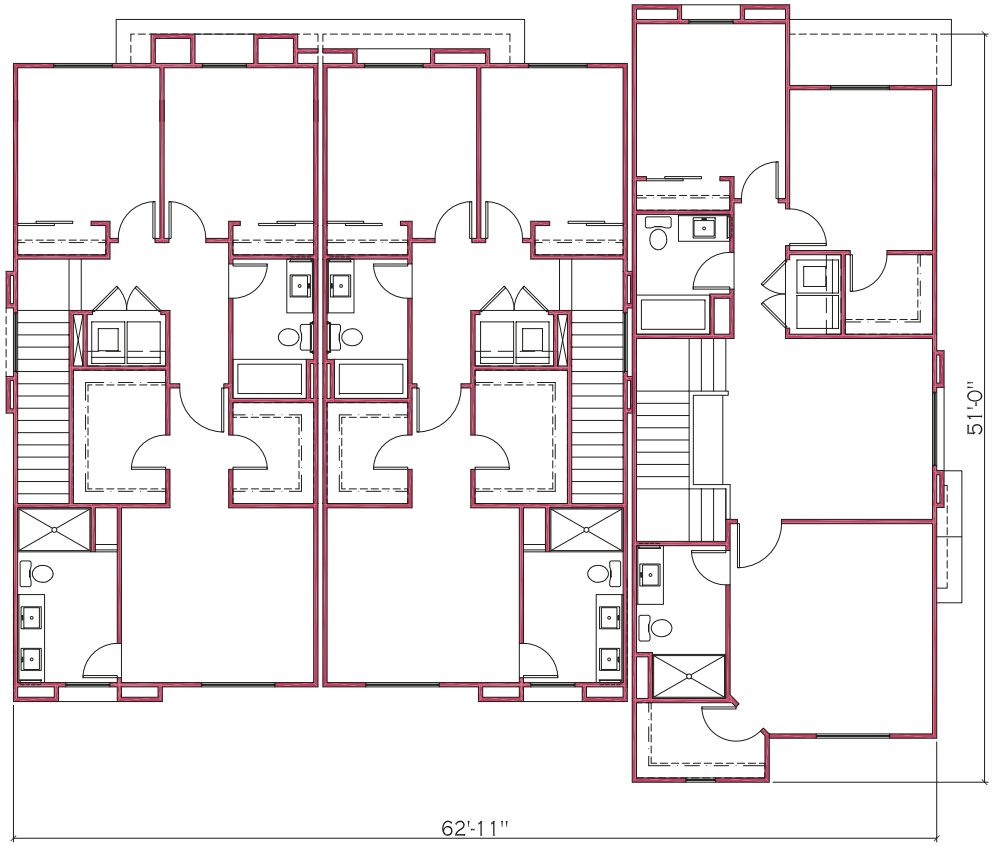
City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Signature THE DREAM BUILDER

Perlman ARCHITECTS

UNIT PLAN 1415 UNIT PLAN 1415 UNIT PLAN 1470



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March 23, 2022

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3-PLEX - 2ND FLOOR

JANUARY 6TH, 2022

DURANGO & US 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Signature THE DREAM BUILDER

Perlman ARCHITECTS



ELEVATION 'A' | SPANISH COLONIAL
SCHEME 1

ROOF TILE	BODY 1	ACCENT
BORAL BARCELONA SANDSTORM	CRISP LINEN SW6378	STONE LION SW7507

FOAM BASE	ACCENT	GARAGE/FASCIA
STONE LION SW7507	GRAYS HARBOR SW6236	HOMESTEAD BROWN SW7515

ELEVATION 'A' | SPANISH COLONIAL
SCHEME 2

ROOF TILE	BODY 1	ACCENT
BORAL BARCELONA DESERT DRIFTWOOD	WOOL SKEIN SW6148	DRY DOCK SW7502

FOAM BASE	ACCENT	GARAGE/FASCIA
DRY DOCK SW7502	HOMBURG GRAY SW7622	QUARTERSEWN OAK SW2836

ELEVATION 'A' | SPANISH COLONIAL
SCHEME 3

ROOF TILE	BODY 1	ACCENT
BORAL BARCELONA SANDSTORM	STONE LION SW7507	CRISP LINEN SW6378

FOAM BASE	ACCENT	GARAGE/FASCIA
CRISP LINEN SW6378	GRAYS HARBOR SW6236	GARRETT GRAY SW6705

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3 PLEX - FRONT LOADED
CONCEPTUAL SPANISH ELEVATION 'A' - SCHEME 3

22-0098
03/31/2022

FEBRUARY 15TH, 2022

Signature THE DREAM BUILDER

DURANGO & 95
City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS



ELEVATION 'B' | TUSCAN
SCHEME 4

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA WASHED GOLD	TOWNHALL TAN SW7690	DOWN HOME SW6081
STONE VENEER	**ACCENT**	**GARAGE/FASCIA**
DEL MARE LEDGESTONE PALERMO	THUNDEROUS SW6201	SABLE SW6083

ELEVATION 'B' | TUSCAN
SCHEME 5

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA SANDSTORM	PORTABELLO SW6102	IRISH CREAM SW7537
STONE VENEER	**ACCENT**	**GARAGE/FASCIA**
SOUTHERN LEDGESTONE WOLF CREEK	BLACK BEAN SW6006	PLANTATION SHUTTERS SW7520

ELEVATION 'B' | TUSCAN
SCHEME 6

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA CHARCOAL BROWN BLEND	KILIM BEIGE SW6106	MEDICI IVORY SW7558
STONE VENEER	**ACCENT**	**GARAGE/FASCIA**
COUNTRY LEDGESTONE ASPEN V2	ROCKWEED SW2735	PLANTATION SHUTTERS SW7520

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February 15, 2022

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3 PLEX - FRONT LOADED
CONCEPTUAL TUSCAN ELEVATION 'B' - SCHEME 5

22-0098
03/31/2022

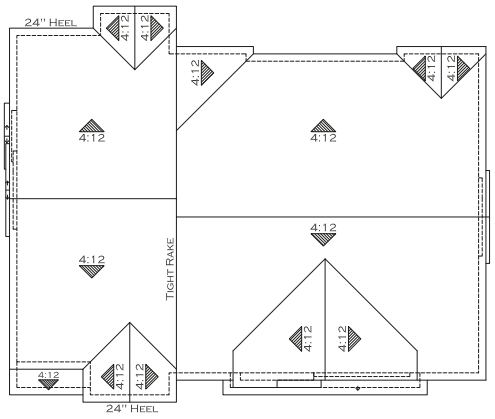
FEBRUARY 15TH, 2022

Signature THE DREAM BUILDER

DURANGO & 95
City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS



SPANISH ROOF

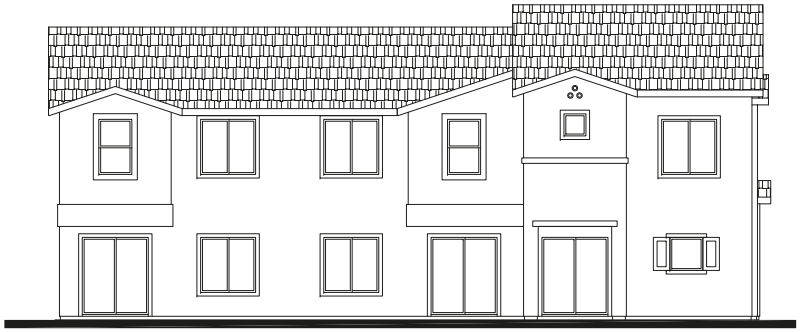
SCALE: 1/8" = 1'-0"



SPANISH FRONT ELEVATION



SPANISH SIDE ELEVATION



SPANISH REAR ELEVATION

City Council - Page 542

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3 PLEX - FRONT LOADED
CONCEPTUAL SPANISH ELEVATIONS 'A' & ROOF PLAN

22-0098
03/31/2022

JANUARY 6TH, 2022

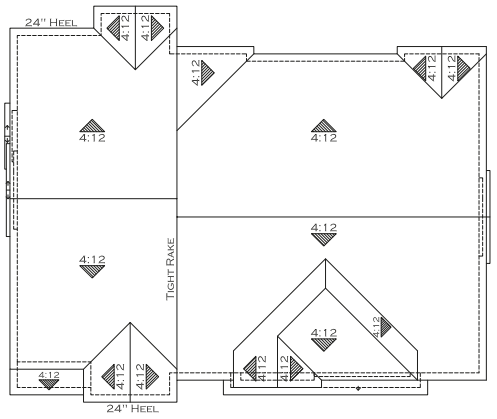
SCALE: 1/4" = 1'-0"

Signature THE DREAM BUILDER

DURANGO & 95

City of Las Vegas, Nevada

Perlman ARCHITECTS

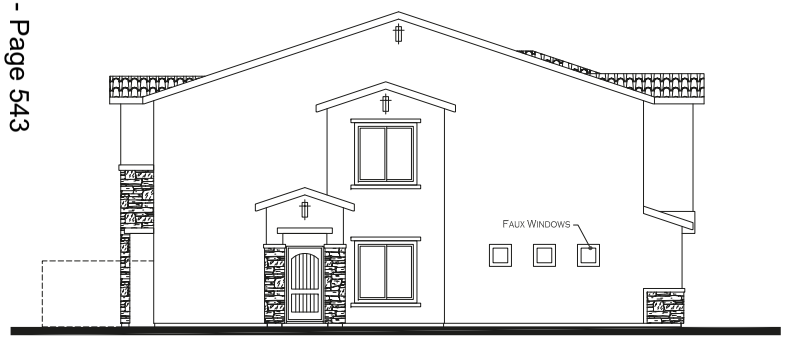


TUSCAN ROOF

SCALE: 1/8" = 1'-0"



TUSCAN FRONT ELEVATION



TUSCAN SIDE ELEVATION



TUSCAN REAR ELEVATION

City Council - Page 543

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3 PLEX - FRONT LOADED
CONCEPTUAL TUSCAN ELEVATIONS 'B' & ROOF PLAN

22-0098
03/31/2022

JANUARY 6TH, 2022

SCALE: 1/4" = 1'-0"

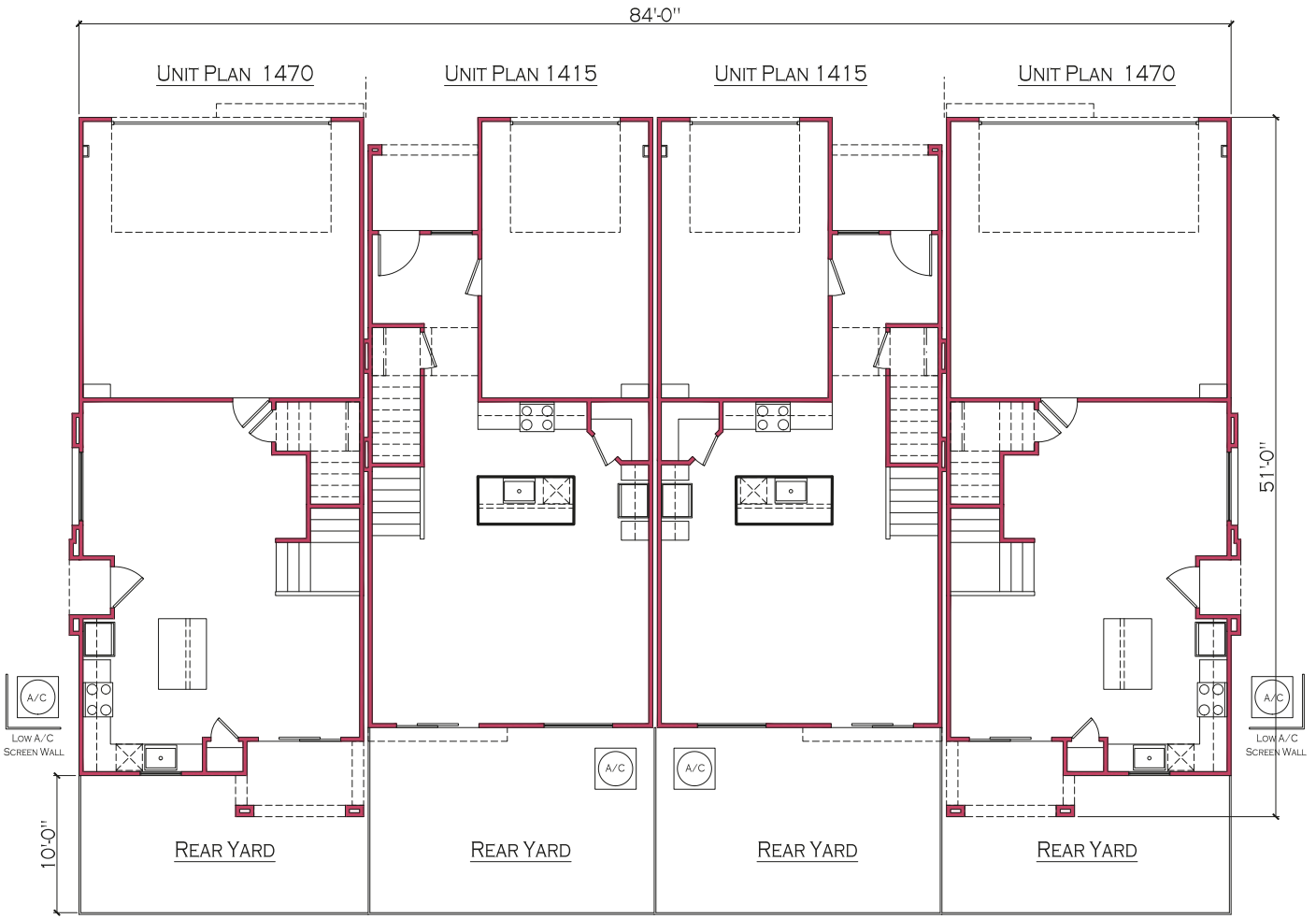
DURANGO & 95

City of Las Vegas, Nevada

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4-PLEX - 1ST FLOOR

JANUARY 6TH, 2022

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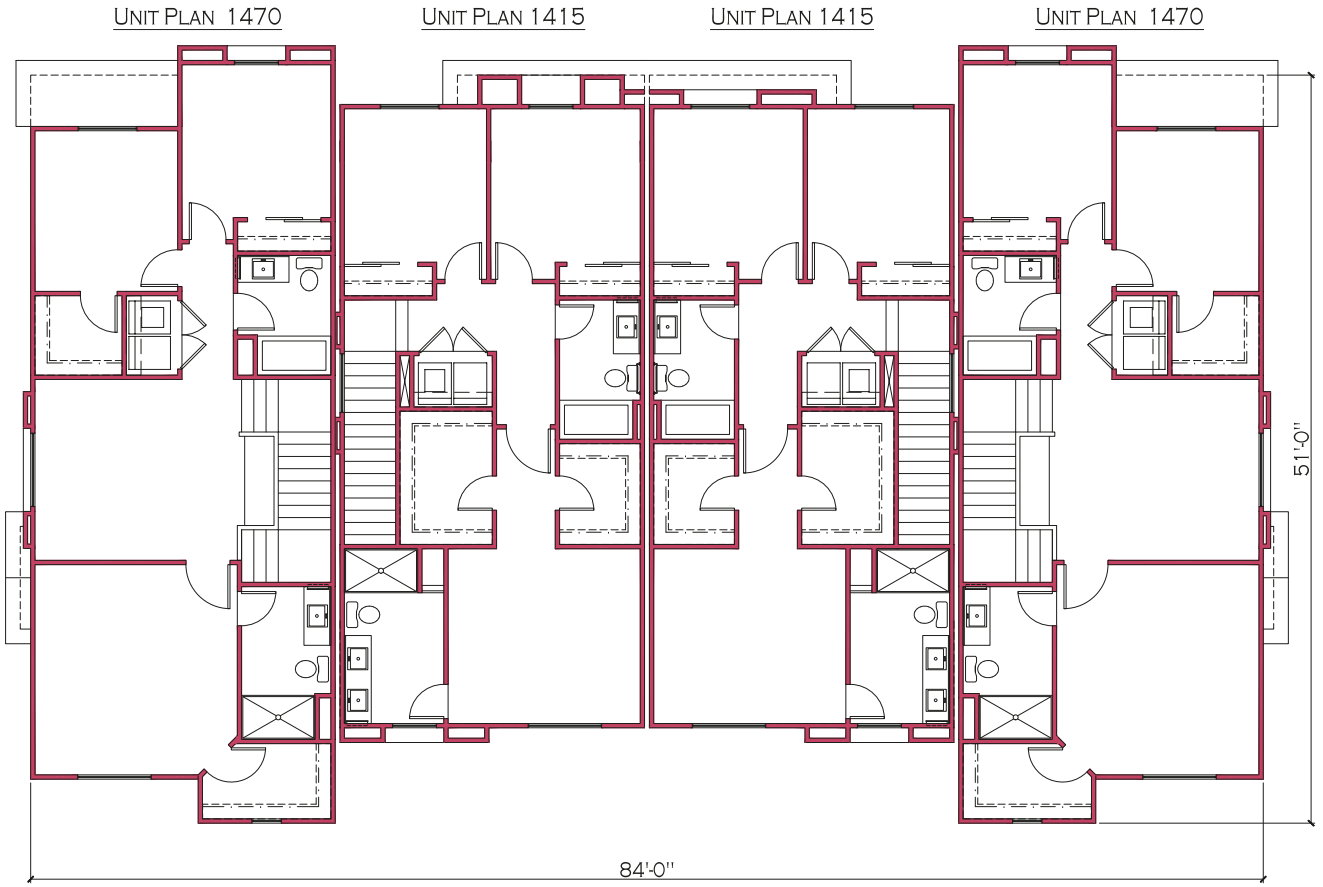
DURANGO & US 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS

22-0098
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4-PLEX - 2ND FLOOR

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City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

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Perlman ARCHITECTS



ELEVATION 'A' | SPANISH COLONIAL
SCHEME 1

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA SANDSTORM	CRISP LINEN SW6378	STONE LION SW7507

FOAM BASE	ACCENT	GARAGE/FASCIA
STONE LION SW7507	GRAYS HARBOR SW6236	HOMESTEAD BROWN SW7515

ELEVATION 'A' | SPANISH COLONIAL
SCHEME 2

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA DESERT DRIFTWOOD	WOOL SKEIN SW6148	DRY DOCK SW7502

FOAM BASE	ACCENT	GARAGE/FASCIA
DRY DOCK SW7502	HOMBURG GRAY SW7622	QUARTERSEWN OAK SW2836

ELEVATION 'A' | SPANISH COLONIAL
SCHEME 3

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA SANDSTORM	STONE LION SW7507	CRISP LINEN SW6378

FOAM BASE	ACCENT	GARAGE/FASCIA
CRISP LINEN SW6378	GRAYS HARBOR SW6236	GARRETT GRAY SW6705

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4 PLEX - FRONT LOADED
CONCEPTUAL SPANISH ELEVATION 'A' - SCHEME 3

22-0098
03/31/2022

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DURANGO & 95
City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS



ELEVATION 'B' | TUSCAN
SCHEME 4

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA WASHED GOLD	TOWNHALL TAN SW7690	DOWN HOME SW6081
STONE VENEER	**ACCENT**	**GARAGE/FASCIA**
DEL MARE LEDGESTONE PALERMO	THUNDEROUS SW6201	SABLE SW6083

ELEVATION 'B' | TUSCAN
SCHEME 5

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA SANDSTORM	PORTABELLO SW6102	IRISH CREAM SW7537
STONE VENEER	**ACCENT**	**GARAGE/FASCIA**
SOUTHERN LEDGESTONE WOLF CREEK	BLACK BEAN SW6006	PLANTATION SHUTTERS SW7520

ELEVATION 'B' | TUSCAN
SCHEME 6

ROOF TILE	BODY 1	BODY 2
BORAL BARCELONA CHARCOAL BROWN BLEND	KILIM BEIGE SW6106	MEDICI IVORY SW7558
STONE VENEER	**ACCENT**	**GARAGE/FASCIA**
COUNTRY LEDGESTONE ASPEN V2	ROCKWEED SW2735	PLANTATION SHUTTERS SW7520

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4 PLEX - FRONT LOADED
CONCEPTUAL TUSCAN ELEVATION 'B' - SCHEME 5

22-0098
03/31/2022

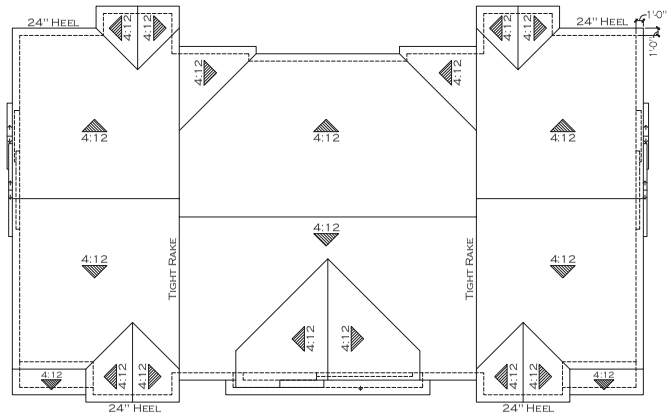
FEBRUARY 15TH, 2022

Signature THE DREAM BUILDER

DURANGO & 95
City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS



SPANISH ROOF

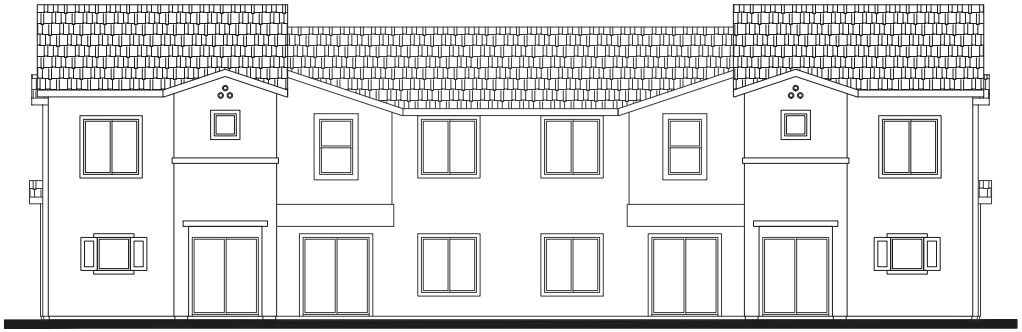
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SPANISH FRONT ELEVATION



SPANISH SIDE ELEVATION



SPANISH REAR ELEVATION

City Council - Page 548

22-0098
03/30/2022



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4 PLEX - FRONT LOADED
CONCEPTUAL SPANISH ELEVATIONS 'A' & ROOF PLAN

JANUARY 6TH, 2022

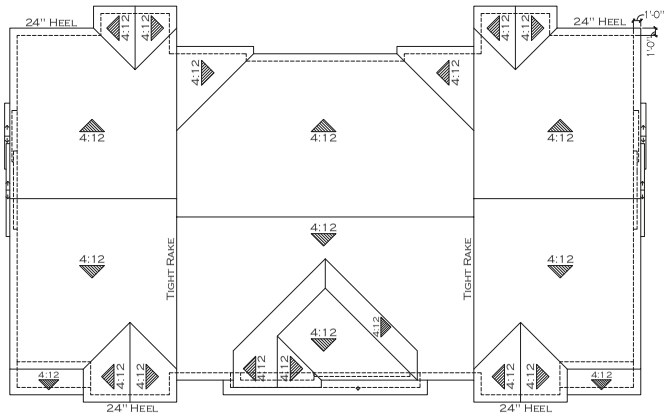
DURANGO & 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Signature THE DREAM BUILDER

Perlman ARCHITECTS



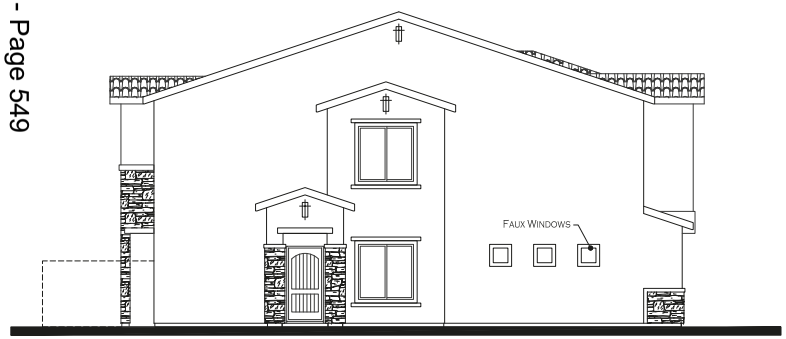
TUSCAN ROOF

SCALE: 1/8" = 1'-0"

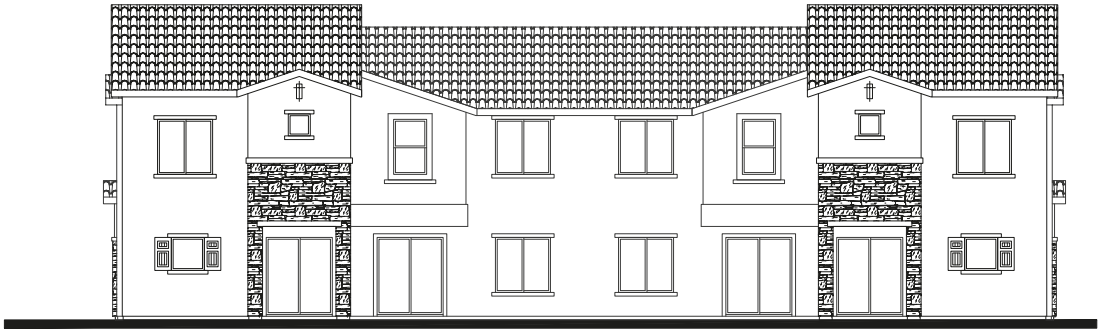


TUSCAN FRONT ELEVATION

22-0698
DRB Submittal 1/6/22



TUSCAN SIDE ELEVATION



TUSCAN REAR ELEVATION

HOWARD A. PERLMAN
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ARCHITECT
STATE OF NEVADA
January 6, 2022

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4 PLEX - FRONT LOADED
CONCEPTUAL TUSCAN ELEVATIONS 'B' & ROOF PLAN

JANUARY 6TH, 2022

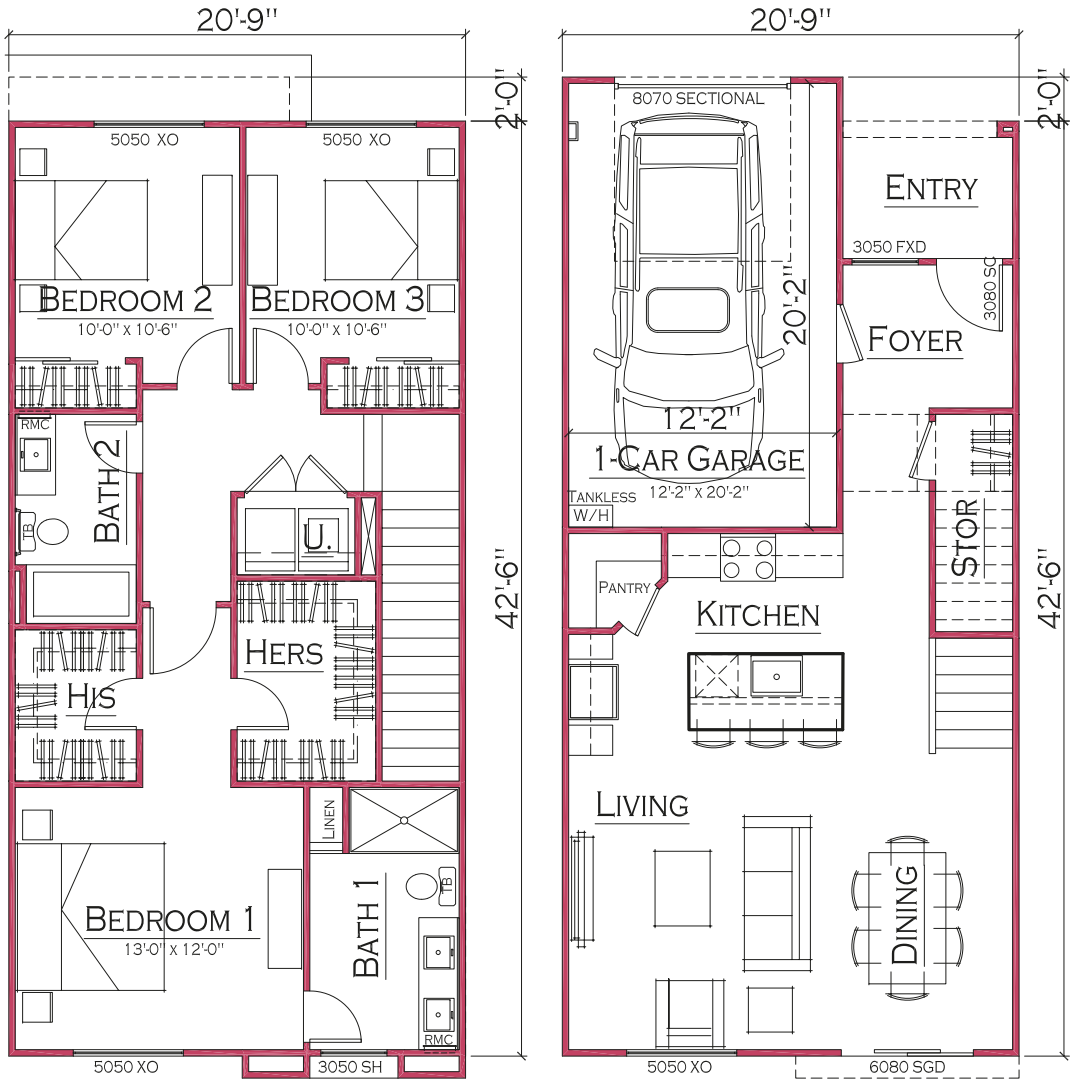
DURANGO & 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Signature THE DREAM BUILDER

Perlman ARCHITECTS



PLAN 1415 AREA CALCS

PLAN 1415 AREA CALCS		
LIVABLE		1,415 S.F.
FIRST FLOOR	600 S.F.	
SECOND FLOOR	815 S.F.	
COVERED ENTRY		50 S.F.
1-CAR GARAGE		260 S.F.
TOTAL AREA		1,725 S.F.

22-0098
02/22/2022

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December 15, 2021

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PLAN 1415

DECEMBER 15, 2021

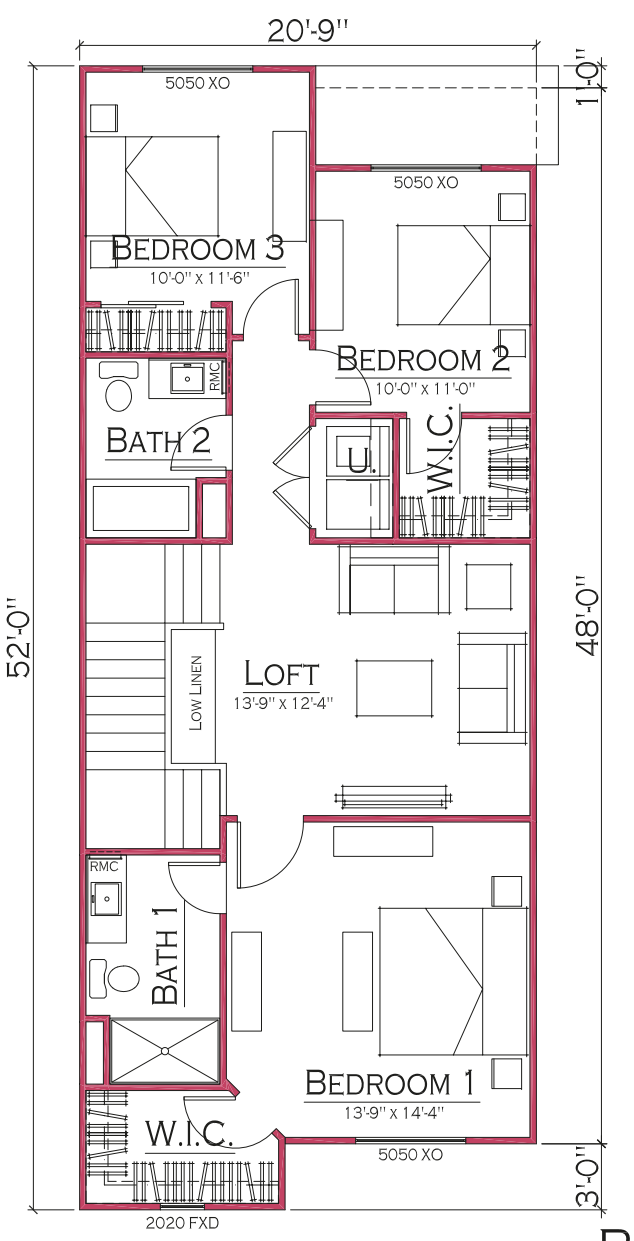
DURANGO & US 95

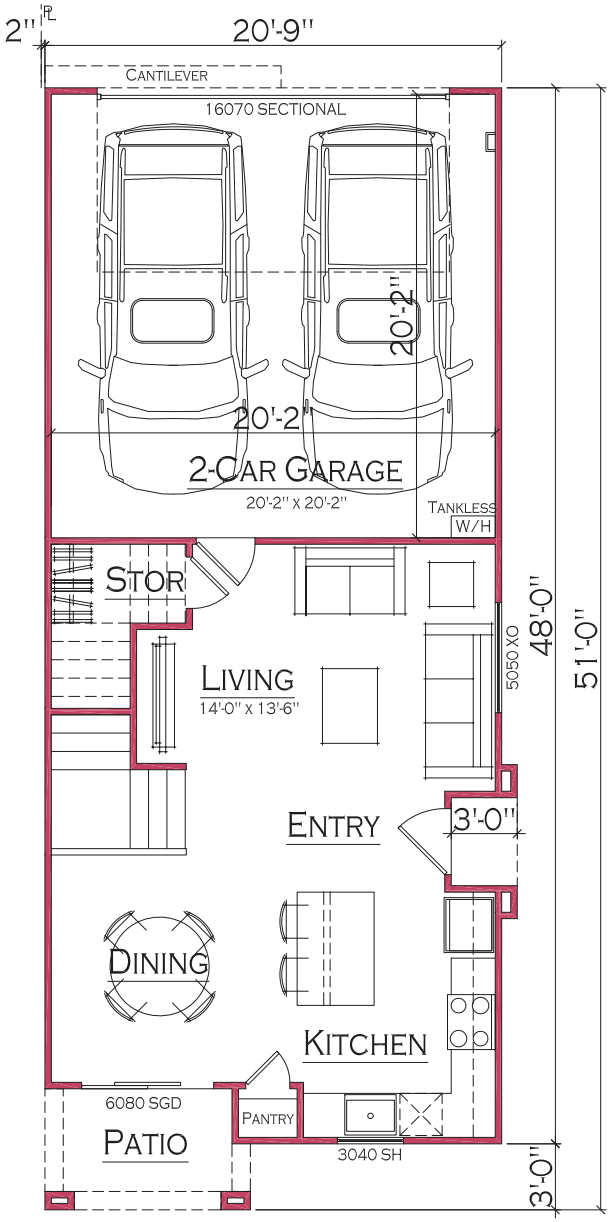
City of Las Vegas, Nevada

SCALE: 3/8" = 1'-0"

Signature THE DREAM BUILDER

Perlman ARCHITECTS





PLAN 1470 AREA CALCS

PLAN 1470 AREA CALCS		
LIVABLE		1,470 S.F.
FIRST FLOOR	542 S.F.	
SECOND FLOOR	928 S.F.	
COVERED ENTRY		14 S.F.
COVERED PATIO		49 S.F.
2-CAR GARAGE		425 S.F.
TOTAL AREA		1,958 S.F.

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PLAN 1470

DECEMBER 15, 2021

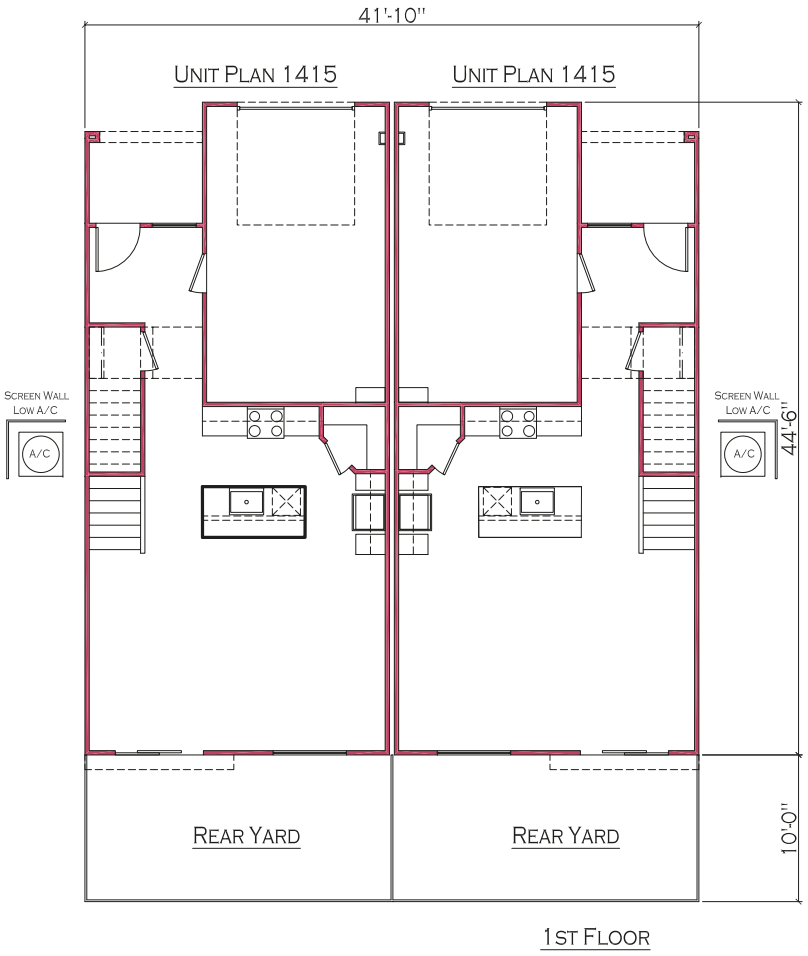
Signature THE DREAM BUILDER

DURANGO & US 95

City of Las Vegas, Nevada

SCALE: 3/8" = 1'-0"

Perlman ARCHITECTS



1ST FLOOR

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DUPLEX - 1ST FLOOR

DECEMBER 15, 2021

Signature THE DREAM BUILDER

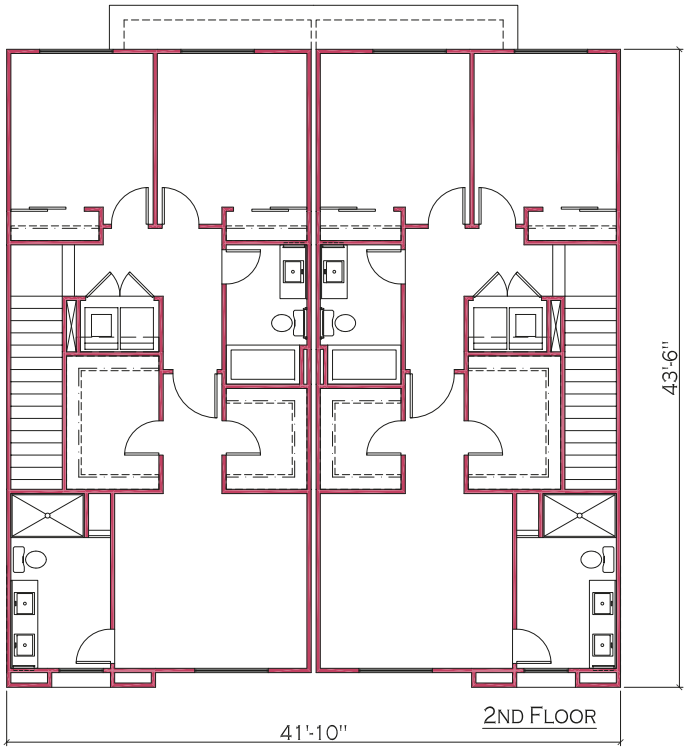
DURANGO & US 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS

UNIT PLAN 1415 UNIT PLAN 1415



2ND FLOOR

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DUPLEX - 2ND FLOOR

DECEMBER 15, 2021

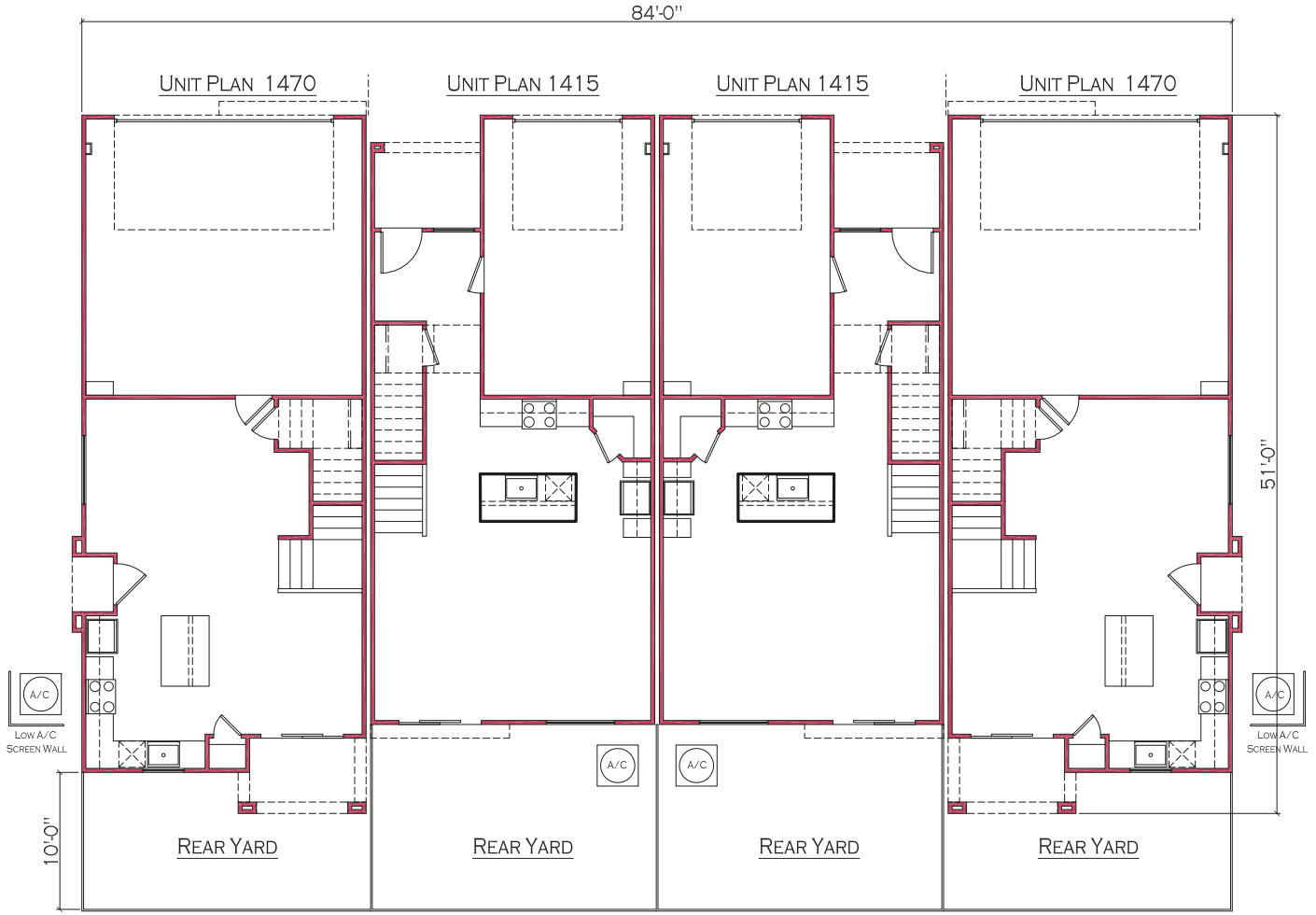
DURANGO & US 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Signature THE DREAM BUILDER

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4-PLEX - 1ST FLOOR

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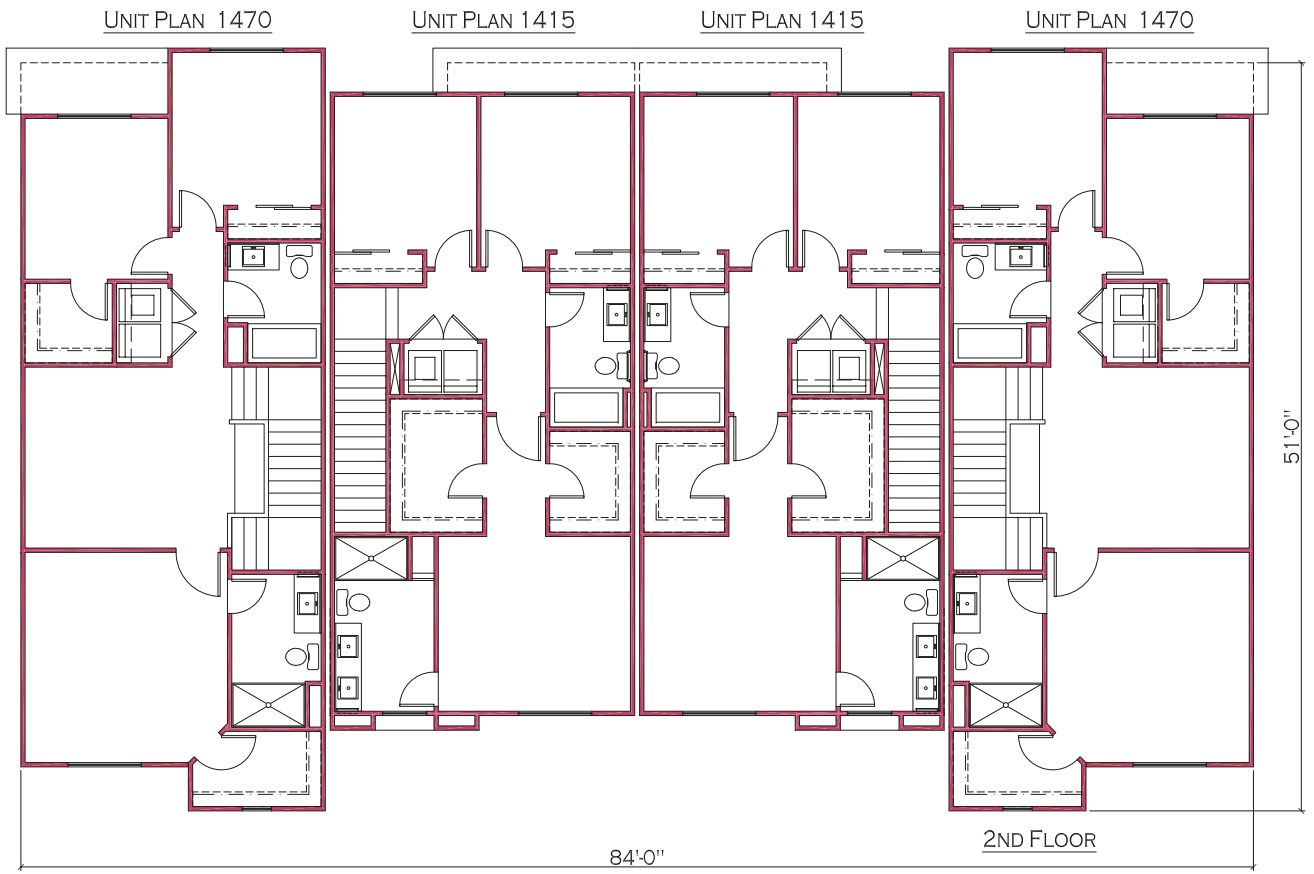
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DURANGO & US 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS



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4-PLEX - 2ND FLOOR

DECEMBER 15, 2021

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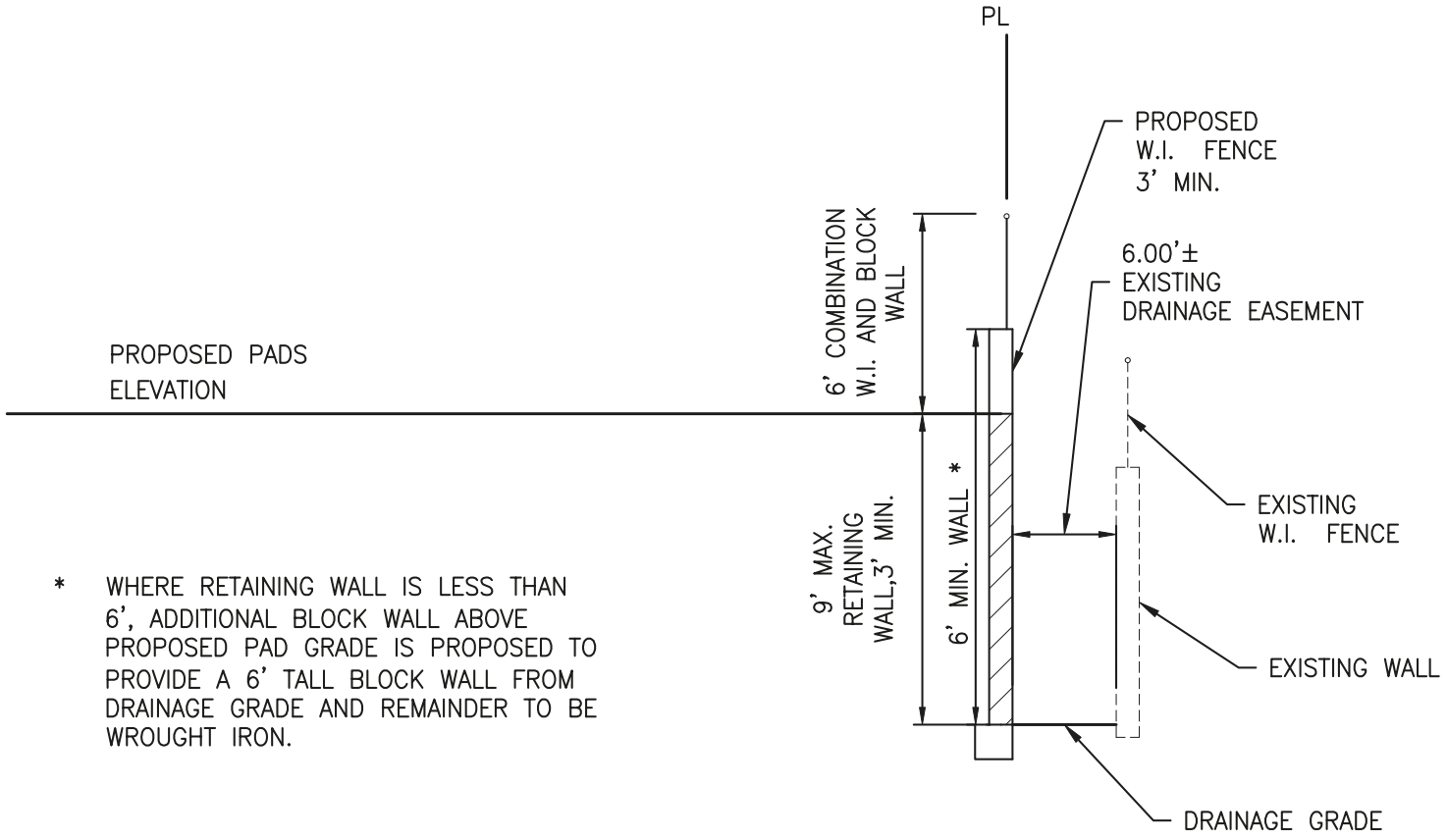
DURANGO & US 95

City of Las Vegas, Nevada

SCALE: 1/4" = 1'-0"

Perlman ARCHITECTS

22-0098
03/31/2022



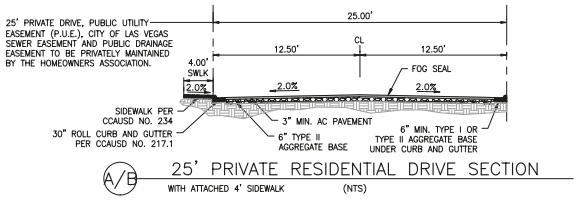
* WHERE RETAINING WALL IS LESS THAN 6', ADDITIONAL BLOCK WALL ABOVE PROPOSED PAD GRADE IS PROPOSED TO PROVIDE A 6' TALL BLOCK WALL FROM DRAINAGE GRADE AND REMAINDER TO BE WROUGHT IRON.

WALL SECTION DETAIL

N.T.S.

TENTATIVE MAP
DURANGO AND 95-PARCEL 3

RESIDENTIAL DEVELOPMENT



A/B 25' PRIVATE RESIDENTIAL DRIVE SECTION
WITH ATTACHED 4' SIDEWALK (NTS)

NOTE:

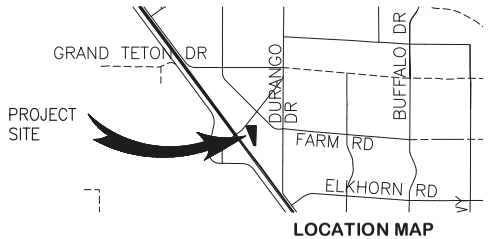
* =EXACT WIDTH OF DRAINAGE EASEMENTS TO BE DETERMINED BY CITY OF LAS VEGAS.

**=10' RECIPROCAL ACCESS EASEMENT AND 10' LANDSCAPE EASEMENT TO BE H.O.A. MAINTAINED.

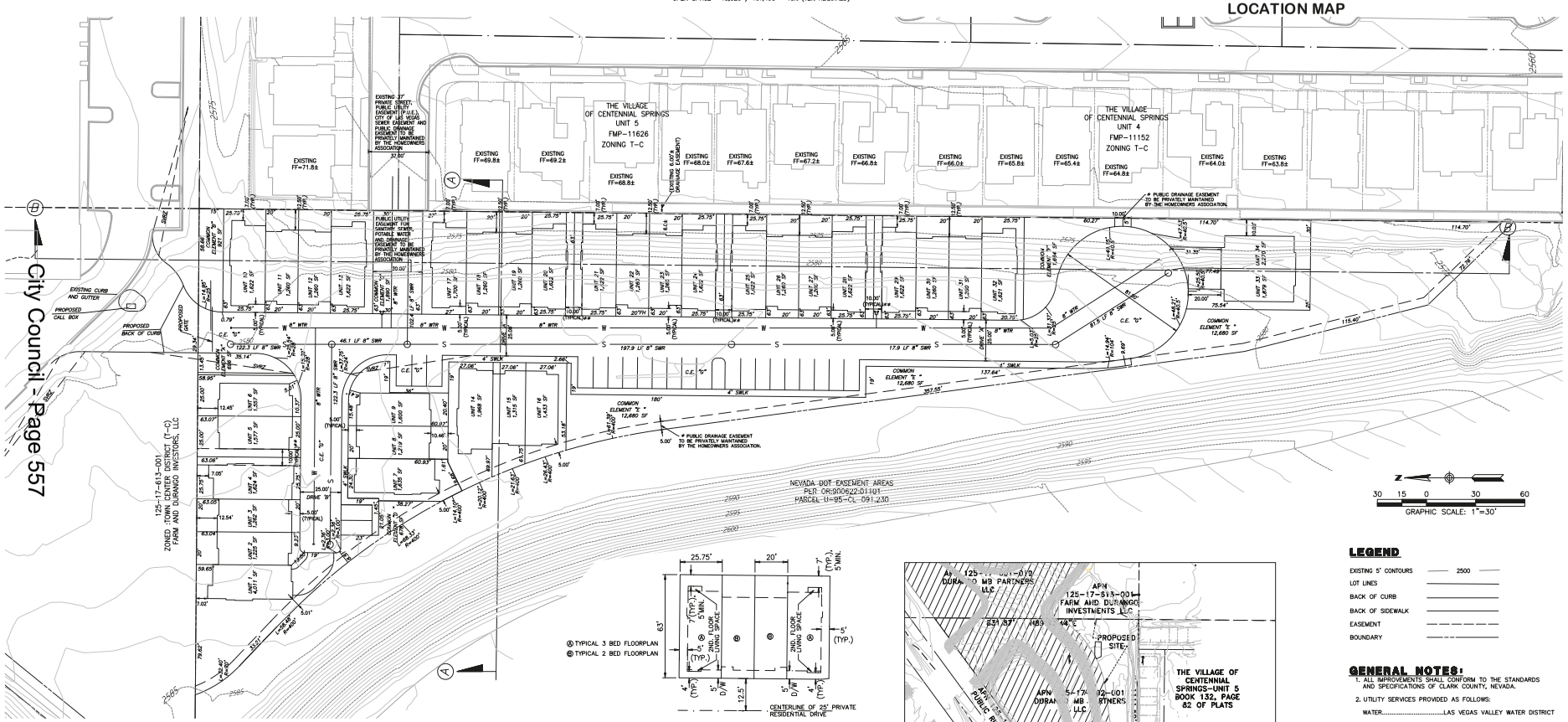
COMMON LOT TABULATIONS

COMMON ELEMENT:	A	696 SF	(LANDSCAPE)
COMMON ELEMENT:	B	921 SF	(LANDSCAPE)
COMMON ELEMENT:	C	1,890 SF	(LANDSCAPE)
COMMON ELEMENT:	D	678 SF	(LANDSCAPE)
COMMON ELEMENT:	E	12,680 SF	(LANDSCAPE)
COMMON ELEMENT:	F	1,664 SF	(LANDSCAPE)
COMMON ELEMENT:	G	28,595 SF	(PRIVATE DRIVE, SIDEWALK AND PARKING)

TOTAL LANDSCAPE= 18,529 SF
OPEN SPACE= 18,529 / 101,495 = 18% (12% REQUIRED)



LOCATION MAP


City Council - Page 557
THE VILLAGE OF CENTENNIAL SPRINGS UNIT 5 FMP-11626 ZONING T-C
THE VILLAGE OF CENTENNIAL SPRINGS UNIT 4 FMP-11152 ZONING T-C
EXISTING 37' PRIVATE STREET, PUBLIC UTILITY EASEMENT (P.U.E.), CITY OF LAS VEGAS SEWER EASEMENT AND PUBLIC DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION
EXISTING FF=71.8±
EXISTING FF=69.8±
EXISTING FF=69.2±
EXISTING FF=68.8±
EXISTING FF=68.6±
EXISTING FF=67.6±
EXISTING FF=67.2±
EXISTING FF=66.8±
EXISTING FF=66.0±
EXISTING FF=65.8±
EXISTING FF=65.4±
EXISTING FF=64.8±
EXISTING FF=64.0±
EXISTING FF=63.8±
EXISTING CURB AND GUTTER
PROPOSED CALL BOX
PROPOSED BACK OF CURB
PROPOSED WTR
8" WTR
4" SWR
4" SMLK
46.1 LF 8" SWR
122.3 LF 8" SWR
197.9 LF 8" SWR
17.9 LF 8" SWR
87.5 LF 8" SWR
COMMON ELEMENT "E" 12,680 SF
COMMON ELEMENT "C" 1,890 SF
COMMON ELEMENT "D" 678 SF
COMMON ELEMENT "A" 696 SF
COMMON ELEMENT "B" 921 SF
COMMON ELEMENT "F" 1,664 SF
* PUBLIC DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
** PUBLIC DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
NEVADA DOT EASEMENT AREAS PER DR#00622:01:01 PARCEL U-95-CL 091:230
125-17-613-001 ZONED TOWN CENTER DISTRICT (T-C) FARM AND DURANGO INVESTORS, LLC
DRIVE 'A'
DRIVE 'B'
DRIVE 'C'
DRIVE 'D'
DRIVE 'E'
DRIVE 'F'
DRIVE 'G'
UNIT 1 1,423 SF
UNIT 2 1,260 SF
UNIT 3 1,423 SF
UNIT 4 1,260 SF
UNIT 5 1,423 SF
UNIT 6 1,260 SF
UNIT 7 1,855 SF
UNIT 8 1,219 SF
UNIT 9 1,400 SF
UNIT 10 1,423 SF
UNIT 11 1,260 SF
UNIT 12 1,260 SF
UNIT 13 1,423 SF
UNIT 14 1,400 SF
UNIT 15 1,215 SF
UNIT 16 1,433 SF
UNIT 17 1,260 SF
UNIT 18 1,260 SF
UNIT 19 1,260 SF
UNIT 20 1,423 SF
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UNIT 22 1,260 SF
UNIT 23 1,423 SF
UNIT 24 1,260 SF
UNIT 25 1,423 SF
UNIT 26 1,260 SF
UNIT 27 1,260 SF
UNIT 28 1,423 SF
UNIT 29 1,260 SF
UNIT 30 1,260 SF
UNIT 31 1,300 SF
UNIT 32 1,621 SF
UNIT 33 1,260 SF
UNIT 34 1,260 SF
UNIT 35 1,260 SF
UNIT 36 1,260 SF
UNIT 37 1,260 SF
UNIT 38 1,260 SF
UNIT 39 1,260 SF
UNIT 40 1,260 SF
UNIT 41 1,260 SF
UNIT 42 1,260 SF
UNIT



22-0098-MOD1, 22-00098-SDR1 AND 22-0098-TMP1 - APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC
SOUTHEAST CORNER OF DURANGO DRIVE AND U.S. HIGHWAY 95

03/02/2022



22-0098-MOD1, 22-00098-SDR1 AND 22-0098-TMP1 - APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC
SOUTHEAST CORNER OF DURANGO DRIVE AND U.S. HIGHWAY 95

03/02/2022



22-0098-MOD1, 22-00098-SDR1 AND 22-0098-TMP1 - APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC
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03/02/2022



22-0098-MOD1, 22-00098-SDR1 AND 22-0098-TMP1 - APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC
SOUTHEAST CORNER OF DURANGO DRIVE AND U.S. HIGHWAY 95

03/02/2022



22-0098-MOD1, 22-00098-SDR1 AND 22-0098-TMP1 - APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC
SOUTHEAST CORNER OF DURANGO DRIVE AND U.S. HIGHWAY 95

03/02/2022

KAEMPFER CROWELL
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aceleste@kcnvlaw.com
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Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

CC-1988
22-0322

February 22, 2022

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
495 S. Main St.
Las Vegas, NV 89101

Re: Justification Letter – Modification to Town Center Plan; Site Development Plan Review for Attached Single-Family Development; and Tentative Map
Portion of APN: 125-17-702-001 (SEC of Durango Drive and US 95)

To Whom It May Concern:

Our Firm represents the Applicant. The Applicant is proposing to develop an attached townhome single-family residential development on property generally located near the southeast corner of the US 95 Off-Ramp and Durango Drive, more particularly described as portion of APNs: 125-17-702-001 (the "Site"). While the entire Site is approximately 10.58 acres, only 2.33 acres are usable and not encumbered by NDOT. In conjunction with the site development plan review for the proposed development, the Applicant is also requesting a modification to the Town Center Plan and a tentative map.

MODIFICATION TO THE TOWN CENTER PLAN

The Site is currently planned Service Commercial (SC). Since the Applicant is proposing to develop an attached townhome single-family residential development, the Applicant is requesting to modify the Town Center plan from SC to Medium (M). An M category permits a density of 12-15 dwelling units per acre as well as including a variety of housing mixes such as multi-plexes and townhomes. A change from SC to M is appropriate for the following reasons:

- Immediately to the east of the Site is a developed single-family compact lot development.
- The proposed townhome development is an ideal transitional buffer between the US 95 off-ramp to west and the existing compact lot single-family development to the east.
- The majority of the Site is not usable, and, therefore small portion that is usable is where the homes are placed.

Therefore, an M planned area is compatible with the surrounding area.

22-0098
02/22/2022

SITE DEVELOPMENT PLAN REVIEW

The Applicant is proposing to develop a total of 34-townhomes consisting of duplexes, tri-plexes, and four-plexes. The Site is accessible from a private drive-aisle over portions of APN: 125-17-613-001 from Durango Drive. The development will be gated. The development will be 2-stories and 35-feet in height. The Applicant is proposing two different floor plans. One floor plan is approximately 1,415 square foot with three-bedrooms plus a 50 square foot entry and a 260 square foot one-car garage. The second plan is approximately 1,470 square feet with three-bedrooms plus a 49 square foot patio, 14 square foot covered entry and a 425 square foot two-car garage. There will be an additional 23 visitor parking spaces.

TENTATIVE MAP

The Applicant is requesting a 34-lot, attached townhome development with 6 common lots matching the proposed site plan. Large portions of the Site comprising of the off-ramp and related areas are not part of the proposed development.

We thank you in advance for your time and consideration of this request. Should you have any questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC

CCSD

Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

School Development Tracking Form

http://facilities.ccsd.net/departments/real-property-management/

Date Filed 03/03/2022 Application Number 22-0098-TM P1 Entity LV

Company Name Kaempfer Crowell

Contact Name

Contact Mailing Address

City State Zip Code

Phone (702) 792-7000 Mobile Fax Email

Project Name Durango and 95 Parcel 3

Project Description 34 Single Family Lots (attached)

APN's 125-17-702-001

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	34	x 0.166=	6	x 0.093 =	3	x 0.131 =	4
Multi-Family Units (2)		x 0.139 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			6		3		4

(1) *Single Family unit is defined as single family detached home, mobile home, and townhouse.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*					
Name	Address	Grade	Capacity	Enrollment	Site Date
Bilbray ES*	9370 Brent Lane	K-5	686	655	2/1/2022
Scherkenbach ES*	9371 Iron Mountain Rd	K-5	686	556	2/1/2022
Cadwallader MS	7775 Elkhorn Rd	6-8	1571	1403	2/1/2022
Arbor View HS	7500 Whispering Sands Dr.	9-12	2484	3220	2/1/2022

*CCSD Comments Arbor View HS is over capacity for the 2021-2022 school year. Arbor View HS is at 129.63% of program capacity.
*The elementary schools share an attendance boundary.

☐ Approved ☐ Disapproved

22-0098-SDR1
Signature Homes

SEC Durango Drive & US 95

Proposed 34 lot single family attached subdivision.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MULTIFAMILY HOUSING (LOW-RISE) [DU]	34	7.32	**249**
AM Peak Hour			0.46	**16**
PM Peak Hour			0.56	**19**

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Farm Road

Average Daily Traffic (ADT)	18,469
PM Peak Hour	1,478

(heaviest 60 minutes)

Durango Drive

Average Daily Traffic (ADT)	34,286
PM Peak Hour	2,743

(heaviest 60 minutes)

Tule Springs Road

Average Daily Traffic (ADT)	5,546
PM Peak Hour	444

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Farm Road	35,490
Durango Drive	53,445
Tule Springs Road	25,935

This project is expected to add an additional 249 trips per day on Farm Rd. Durango Dr. and Tule Springs Rd. Currently, Farm is at about 52 percent of capacity, Durango is at about 64 percent of capacity and Tule Springs is at about 11 percent of capacity. With this project, Farm is expected to be at about 53 percent of capacity, Durango is expected to be at about 65 percent of capacity and Tule Springs to remain unchanged.

Based on Peak Hour use, this expansion will add into the area roughly 19 additional peak hour trips, or about one every three minutes.

Note that this report assumes all traffic from this development uses all named streets.

KAEMPFER CROWELL

ATTORNEYS AT LAW

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Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
CITY CLERK
2022 MAY 16 P 5:21

May 16, 2022

VIA EMAIL – ldholmes@lasvegasnevada.gov

LuAnn Holmes
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Re: Hold Letter – Las Vegas City Council hearing on May 18, 2022
Durango MB Partners – 95/Durango (22-0098)

Dear Ms. Holmes:

On behalf of the applicant, we are respectfully requesting that the above item be held from the May 18, 2022 Las Vegas City Council hearing to the June 1, 2022 Las Vegas City Council hearing.

Thank you.

Sincerely,

KAEMPFER CROWELL

J Lazovich

Jennifer Lazovich

JJL/jmd

Submitted after final agenda

Date 5/16/22 Item 44 a-d
W+G

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

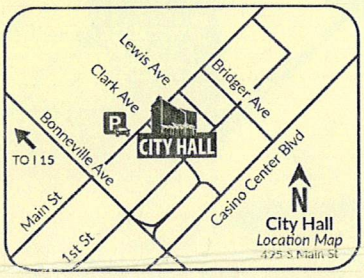
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Official Notice of Public Hearing

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2022 MAY 23 P 12:30



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0098 and 22-0098-MOD1 and 22-0098-SUP1 and 22-0098-SDR1 and 22-0098-TMP1

City Council Meeting of **05/18/2022**

22-0098
12517710001
GRANTHAM CURTIS HARRELL
456 IRISH LN
YUKON OK 73128

Submitted after final agenda

Date 5/26/2022 Item 52a - 52d

86 BRDFMP1 73099

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS
ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
APR - 6 2022
City of Las Vegas
Department of Planning

CASE: 22-0098-MOD1, 22-0098-SUP1, 22-00098-SDR1 AND 22-0098-TMP1

SUBJECT: APPLICANT: SIGNATURE HOMES - OWNER: DURANGO MB PARTNERS, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 12, 2022*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov*** and ***Emily Wetzstein*** to ***ewetzstein@lasvegasnevada.gov*** If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, APRIL 11, 2022.***

Signature

4/6/22
Date

Marc A Bolduc
Please Print Name

Durango MB Partners, LLC
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

Item 15 a-c

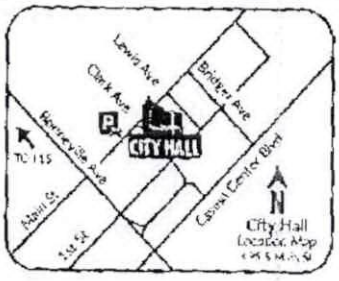
p.2

4846964435

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0098 and 22-0098-MOD1 and 22-0098-SDR1 and 22-0098-SUP1 and 22-0098-TMP1

Planning Commission Meeting of **04/12/2022**

May Zhang

2 BROPNP1 15035

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APR 12 2022

City of Las Vegas
Department of Planning

22-0098
12517711005
ZHANG NAIJIAN
ZHANG MAY XIONGMEI
5 ROOSEVELT CIR
DOWNINGTON PA 19335-5320

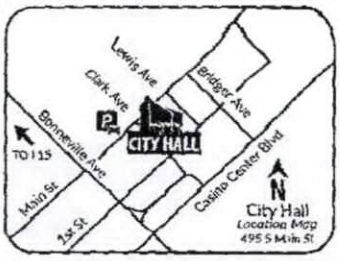
Apr 11 22 09:39p

15a-dP

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov.

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.

22-0098 and 22-0098-MOD1 and 22-0098-SDR1 and 22-0098-SUP1 and 22-0098-TMP1

Planning Commission Meeting of **04/12/2022**

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Las Vegas, NV
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APR 11 2022

City of Las Vegas
Department of Planning

22-0098
12517715010
KERRIGAN FAMILY TRUST
KERRIGAN JOHN B & THERESA M TRS
232 NORTHWOOD DR
SAN FRANCISCO CA 94080

125 BRDFNP1 94080

Apr 07 2022 10:07am

p.2

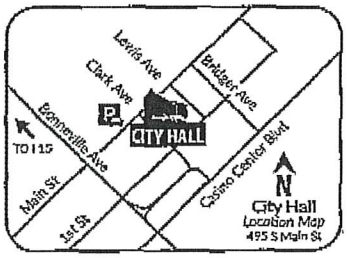
15 a-d A

APR. 4. 2022 10:29AM NO. 514 P. 1

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

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Las Vegas, NV
Permit No. 1630



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APR - 5 2022
City of Las Vegas
Department of Planning

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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.

22-0098 and 22-0098-MOD1 and 22-0098-SDR1 and 22-0098-SUP1 and 22-0098-TMP1

Planning Commission Meeting of **04/12/2022**

22-0098
12517301014
DURANGO 95 MINI STORAGE PTNRS L L C
5105 S DURANGO DR # 100
LAS VEGAS NV 89113

15a-d A

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
52a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0098-MOD1 - ABEYANCE ITEM - MAJOR MODIFICATION - FROM: SC-TC (SERVICE COMMERCIAL - TOWN CENTER) TO: M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	2
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
52b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0098-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR PRIVATE STREETS WITH WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	2
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
52c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0098-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A 34-LOT SINGLE-FAMILY, ATTACHED RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	2
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
52d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0098-TMP1 - ABEYANCE ITEM - TENTATIVE MAP - DURANGO AND 95 - PARCEL 3 - FOR A 34-LOT SINGLE FAMILY, ATTACHED RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	2
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
53

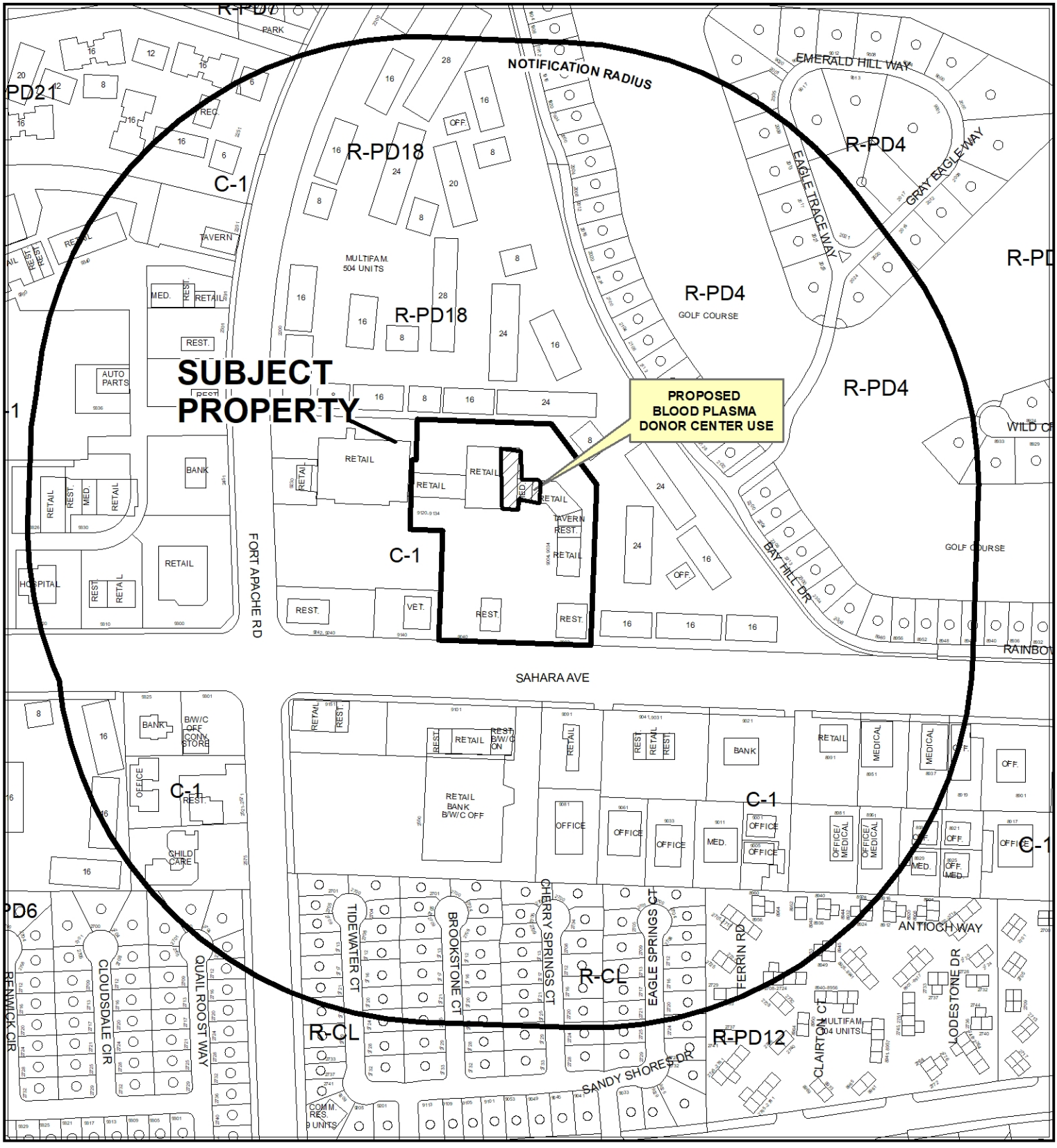
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0024 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC - For possible action on the following Land Use Entitlement project requests on 5.57 acres at 9100 West Sahara Avenue (APN 163-05-410-004), Ward 2 (Seaman). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map - 22-0024-ZON1
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Protest-Support Postcards
8. Backup Submitted from the April 20, 2022 City Council Meeting
9. Submitted after Final Agenda - Withdraw without Prejudice Request Letter for 22-0024-ZON1 Submitted by Brown, Brown and Premsrirut
10. Backup Documentation Submitted for the March 8, 2022 Planning Commission Meeting



CASE: **22-0024**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



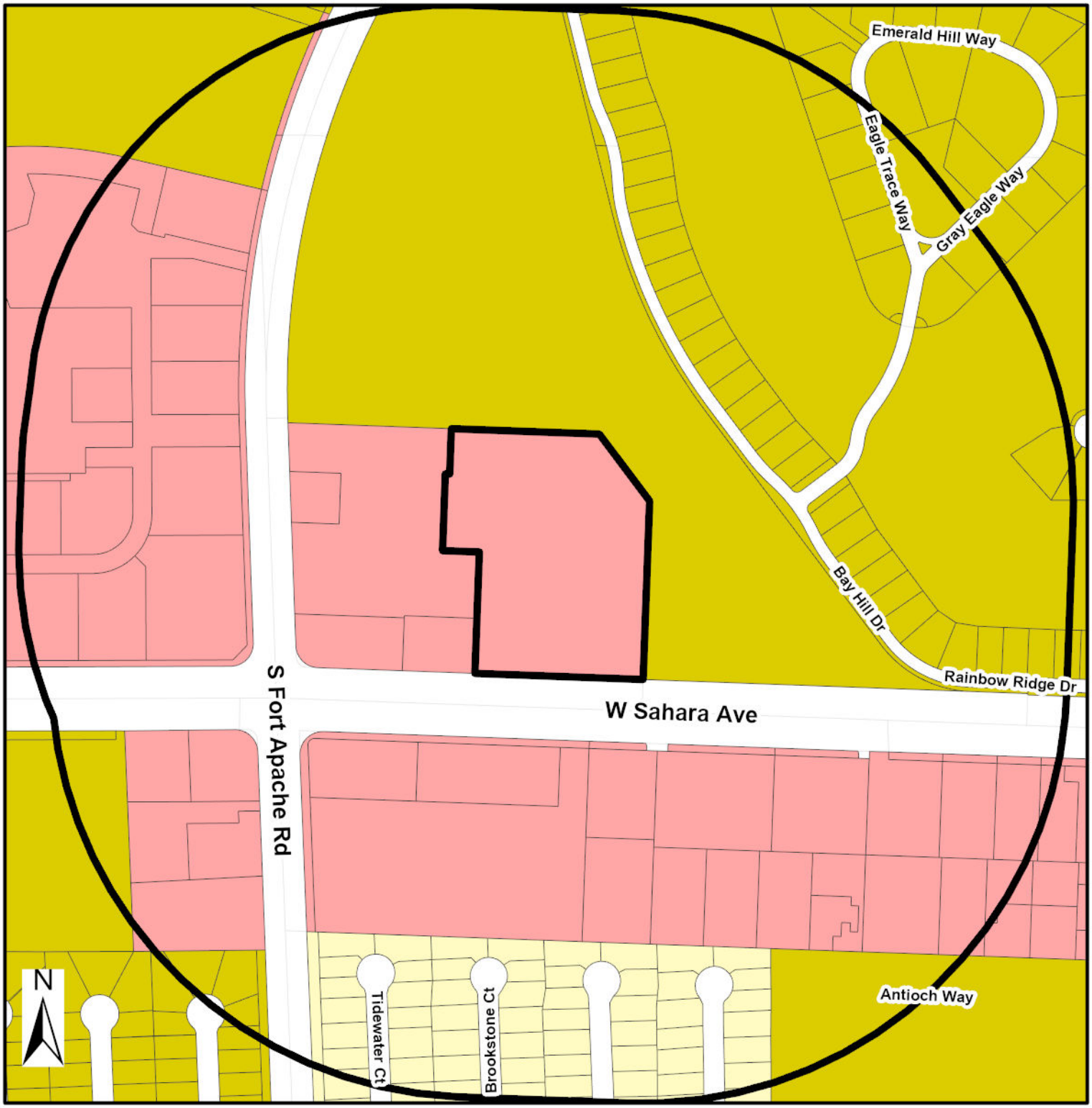
CASE: **22-0024**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

22-0024-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T3-N - T3 Neighborhood
- T3-N-O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - T4 Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighborhood
- T5-M - T5 Maker
- T5-MS - T5 Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- T6-UG - T6 Urban General
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM C-1
TO C-2

Subject Property
Not City
City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, January 26, 2022

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0024-ZON1	Staff recommends DENIAL.	
22-0024-SUP1	Staff recommends DENIAL, if approved subject to conditions:	22-0024-ZON1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 771 (By City Clerk)

PROTESTS 8

APPROVALS 2

**** CONDITIONS ****

22-0024-SUP1 CONDITIONS

Planning

1. Approval of a Rezoning (22-0024-ZON1) 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, as well as submitted as part of any business license application.

5. 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 Rezoning and Special Use Permit request for a proposed Blood Plasma Donor Center use within an existing shopping center at 9100 West Sahara.

ISSUES

- Rezoning (21-0525-ZON1) is requested from C-1 (Limited Commercial) to C-2 (General Commercial). Staff does not support the request.
- A Blood Plasma Donor Center use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit. Staff does not support the request.
- Per the 2050 City of Las Vegas 2050 Master Plan, all existing zoning districts temporarily conform to the TOD-2 (Transit Oriented Development – 2) land use designation until further action is taken by the Planning Commission or City Council.
- The subject site is not within a commercial subdivision, therefore the sole parcel can be rezoned as a stand alone.

ANALYSIS

The subject site is zoned C-1 (Limited Commercial) and subject to Title 19 development standards. It is developed with an existing shopping center with a variety of general commercial uses. The subject site is surrounded by multi-family residential uses and other general commercial uses. The applicant requests a Rezoning and Special Use Permit to operate a Blood Plasma Donor Center use within an existing tenant space of the subject shopping center.

Rezoning

The subject site is currently zoned C-1 (Limited Commercial). It is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The applicant proposes to rezone the subject property to C-2 (General Commercial). It is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. Per the City of Las Vegas 2050 Master Plan, the C-2 (General Commercial) zoning district temporarily conforms to the TOD-2 (Transit Oriented Development – 2) land use designation until further action is taken by the Planning Commission or City Council. Staff finds the C-2 zoning district would allow too intense uses that are not compatible with the existing surrounding land uses. Therefore, staff recommends denial.

Special Use Permit

Approval of a Special Use Permit is required to operate a Blood Plasma Donor Center use in the C-2 (General Commercial) zoning district. Per Title 19, a Blood Plasma Donor Center use is defined as “A building used for the collection of human blood plasma from plasma donors. This use does not include a facility for the provision of medical care or treatment.” There are no minimum requirements for a Special Use Permit for this use. The applicant intends to operate the proposed Blood Plasma Donor Center use within an existing tenant space of the subject shopping center.

The requested Blood Plasma Donor Center use cannot be approved without the approval of associated Rezoning request. Approval of the Rezoning would create a spot-zoning situation where non-compatible uses could be operated next to each other. Title 19 defines spot zoning as “A Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan.” As such, staff recommends denial of all entitlement requests. If approved, the Special Use Permit will be subject to conditions.

FINDINGS (22-0024-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   Per the 2050 City of Las Vegas 2050 Master Plan, the C-2 (General Commercial) zoning district temporarily conforms to the TOD-2 (Transit Oriented Development – 2) land use designation until further action is taken by the Planning Commission or City Council

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses which would be allowed on the subject property by approving this rezoning would not be compatible with the existing residential and low intensity commercial uses in the surrounding area.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and development factors in the community do not indicate the need or appropriateness of the proposed rezoning. The proposed Rezoning will result in a spot-zoning situation where the subject property will have non-compatible uses with the other existing surrounding land uses.

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 can be accessed from Sahara Avenue, a 100-foot Primary Arterial, which is adequate in size to serve the needs of the proposed zoning district.

FINDINGS (22-0024-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed land use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses due to the need for the associated Rezoning. Approval of the associated entitlement request would allow too intense uses for the subject site.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable due to the need for the associated Rezoning. Approval of the associated entitlement request would allow too intense uses for the subject site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site can be accessed from Sahara Avenue, a 100-foot Primary Arterial, which is adequate in size to serve the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this Special Use Permit will compromise the public health, safety and welfare by allowing too intense uses at the subject site that are not compatible with the existing low intensity and residential uses in the surrounding area.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no minimum Special Use Permit conditions listed for the Blood Plasma Donor Center use.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/15/90	The City Council approved a Special Use Permit (U-0129-90) to allow the sale of Beer and Wine (On-Premise) for an existing restaurant. Staff recommended approval.
09/19/90	The City Council approved a Special Use Permit (U-0153-90) to allow the sale of Package Liquor as part of an existing drug store.
10/23/91	The City Council approved a Variance (V-0155-91) to allow 575 parking spaces where 589 Parking spaces are the minimum required.
02/03/93	The City Council approved a Special Use Permit (U-0207-92) to allow an additional five gaming machines, for a total of 20 machines, in an existing drug store.
10/18/06	The City Council approved Special Use Permit (SUP-14190) for the conversion of an existing restaurant to a supper club at 9026 West Sahara Avenue.
	The City Council approved Special Use Permit (SUP-14973) for a general business-related gaming establishment at 9026 West Sahara Avenue.
06/02/21	The City Council approved General Plan Amendment (21-0029-GPA1) for the adoption of the City Of Las Vegas 2050 Master Plan and amend the City Of Las Vegas General Plan from various categories to TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), TOC-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2), OR NMXU (Neighborhood Center Mixed Use) within the City Of Las Vegas.
03/08/22	The Planning Commission (6-1 vote) recommends APPROVAL on the following Land Use Entitlement project requests on 5.57 acres at 9100 West Sahara Avenue (APN 163-05-410-004), Ward 2 (Seaman). • **22-0024-ZON1** - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) • **22-0024-SUP1** - SPECIAL USE PERMIT - FOR A PROPOSED BLOOD PLASMA DONOR CENTER USE
04/20/22	The City Council voted to hold this item in abeyance to the June 1, 2022 City Council Meeting.

Most Recent Change of Ownership	
09/12/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/01/51	Business License (#L15-00023) was issued for a Package Liquor Sales use. The license remains active.
10/02/90	Business License (#G01-01927) was issued for a Restricted Gaming use. The license remains active.
08/27/90	Business License (#L16-00216) was issued for a Tavern use. The license remains active.
11/27/17	Business License (#G65-07821) was issued for a Beauty Salon Services use. The license remains active.

Related Building Permits/Business Licenses	
11/07/17	Business License (#G65-07966) was issued for a restaurant use. The license remains active.
06/10/19	Business License (#P67-00137) was issued for a Smoke Shop w/Marijuana Paraphernalia use. The license remains active.
	Business License (#G67-03637) was issued for a Tobacco Dealer use. The license remains active.
06/15/19	Business License (#G67-04569) was issued for a Nails and Waxing Services use. The license remains active.
03/16/21	Business License (#G69-01253) was issued for a Phone repair and sales use. The license remains active.
06/02/21	Business License (#G69-02090) was issued for a yoga instruction use. The license remains active.
07/24/21	Business License (#G69-04893) was issued for a restaurant use. The license remains active.
10/24/21	Business License (#G69-07067) was issued for a bookkeeping office use. The license remains active.

Pre-Application Meeting	
01/12/22	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Blood Plasma Donor use.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
02/02/22	Staff conducted a routine field check and found an existing shopping center. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	5.57

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	TOD-2 (Transit Oriented Development – 2)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-PD18 (Residential Planned Development – 18 Units per Acre)
South	Shopping Center	TOD-2 (Transit Oriented Development – 2)	C-1 (Limited Commercial)
East	Multi-Family Residential	M (Medium Density Residential)	R-PD18 (Residential Planned Development – 18 Units per Acre)
West	Shopping Center	TOD-2 (Transit Oriented Development – 2)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Sahara West	Y
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 Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	242,629 SF	Y
Min. Lot Width	100 Feet	397 Feet	Y
Min. Setbacks			
• Front	10 Feet	20 Feet	Y
• Side	10 Feet	14 Feet	Y
• Rear	20 Feet	66 Feet	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Fort Apache Road	Primary Arterial	Master Plan of Streets and Highways Map	100	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	*Gross Floor Area or Number of Units*	*Required*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	117,214 SF	1:250 SF	469				
TOTAL SPACES REQUIRED			469		536		Y
Regular and Handicap Spaces Required			460	9	511	25	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) Rezone and Use Permit

Project Address (Location) 9100 West Sahara Avenue, Las Vegas, NV 89117

Project Name Biolife Plasma Services **Proposed Use**

Assessor's Parcel #(s) 162-03-101-002 **Ward #** 2 - Seaman

General Plan: Existing TOD Proposed same **Zoning:** Existing C-1 Proposed C-2

Additional Information Rezone to C-2 to allow suite within building to operate as a Plasma Donation Center.

Property Owner Canyon Lakes LLC Contact Andrew Farhadi

Address 6338 Wilshire Blvd City Los Angeles State CA Zip 90048

E-mail andrew@cj-park.com Phone 310-276-2777 x 106

Applicant Build to Suit, Inc Contact Jason Harder

Address 2451 Oakdale Blvd #201 City Coalville State IA Zip 52241

E-mail JasonH@focusdevco.com Phone (702) 768-0385

Representative Brown, Brown & Premsrirut Contact Lora Dreja

Address 520 South Fourth Street City Las Vegas State NV Zip 89101

E-mail Lora@brownlawlv.com Phone (702) 598-1408

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Andrew Farhadi

22-0024
01/20/2022

Subscribed and sworn before me

This _____ day of _____, 20 _____

_____

Notary Public in and for said County and State

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

IN SEOUK HONG
Notary Public - California
Los Angeles County
Commission # 2344507
My Comm. Expires Feb 18, 2025

Subscribed and sworn to (or affirmed) before me on this 17th day of January, 2022.
Date *Month* *Year*

by (1) Andrew John Farhadi

(and (2) N/A),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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22-0024
Item #5D 2/1/2022

22-0024
01/20/2022

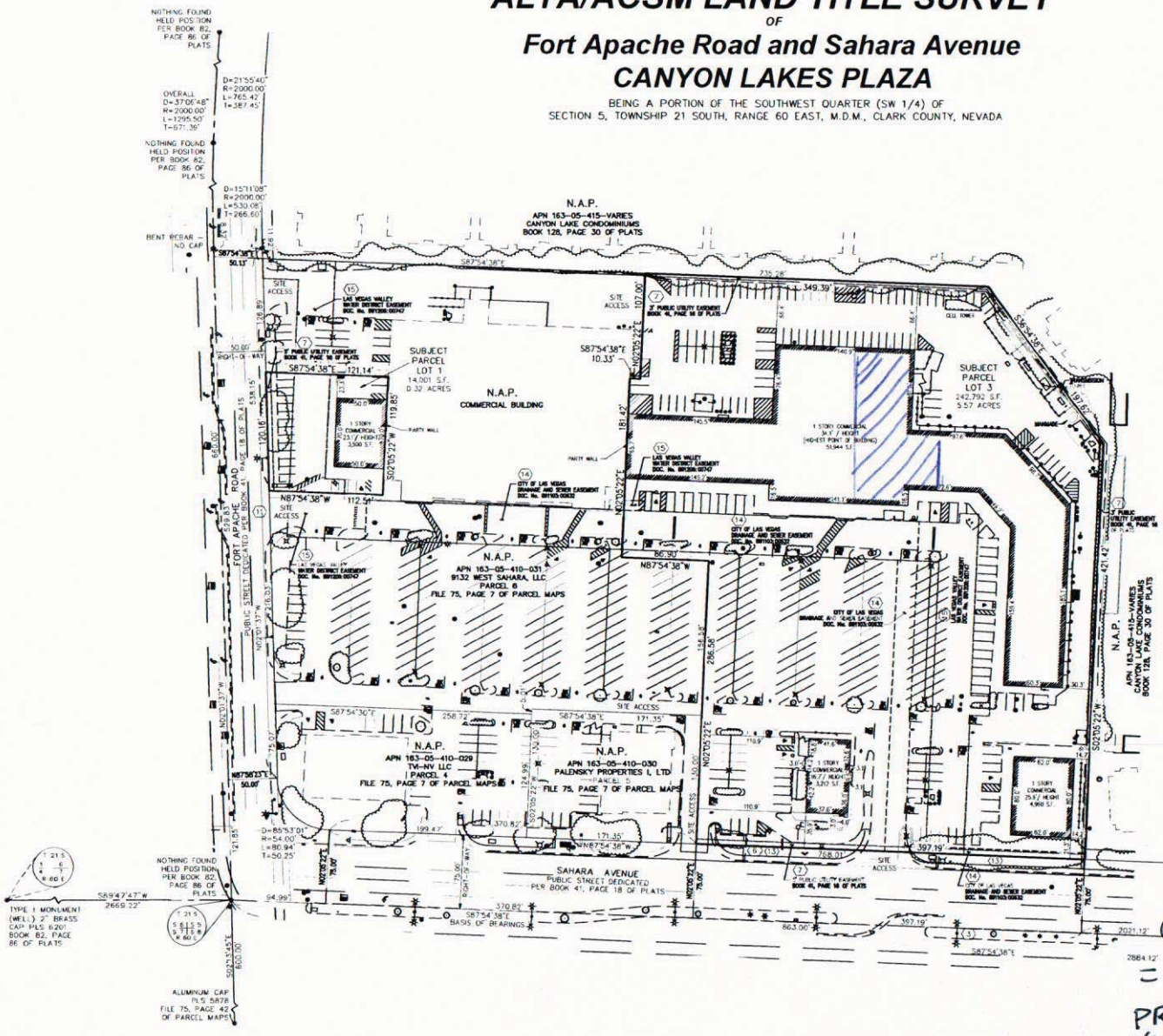
ALTA/ACSM LAND TITLE SURVEY

OF

Fort Apache Road and Sahara Avenue

CANYON LAKES PLAZA

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF
SECTION 5, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LEGEND

●	FOUND MONUMENT AS DESCRIBED
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE
	EASEMENT LINE
	ADJACENT PROPERTY LINE
	BUILDING
	BUILDING (NOT A PART)
S.F.	SQUARE FEET
APN	ASSESSOR'S PARCEL NUMBER
DOC. No.	DOCUMENT NUMBER
(7)	EXCEPTION PER PRELIMINARY TITLE REPORT
N.A.P.	NOT A PART (OF THIS SURVEY)
	HEDGES OR TREES
	POST/BOLLARD/MISC
	SIGNS
	STREET LIGHT
	DIRECTIONAL ARROWS
	TRAFFIC PAINT
	HANDICAP
	PARKING CANOPY
	PARKING STRIPES
	FIRE HYDRANT
	WATER VALVE
	DROP INLET
	LIGHT POLE
	CONCRETE
	CURB AND GUTTER
	MISCELLANEOUS UTILITY
	MANHOLE
	GATE
	WALL
	FENCE
	RETAINING WALL

PLASMA DONATION
PARKING ANALYSIS
117,214 SF SHOPPING.
@ 4 SPACES PER 1000SF
= 469 REQUIRED SPACES
PROVIDED 536 SPACES
*BASED ON 09-2021 AERIAL

SCALE (H): 1" = 50'
SCALE (V): N/A
DRAWN BY: AMD
CHECKED BY: MAC
SEC. 5, T 21 S, R 60 E

Stanley Consultants INC.
8330 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123
(702) 384-2306 Fax (702) 384-9763
www.stanleyconsultants.com

JOB TITLE: ALTA/ACSM LAND TITLE SURVEY
FORT APACHE and SAHARA
CANYON LAKES PLAZA
CLARK COUNTY NEVADA
MAP SHEET

DWG NAME: ALTA_Fort Apache-Sahara
JOB No. 25399.01.00
SHEET 2 of 2



22-0024-ZON1 AND 22-0024-SUP1 - APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC
9100 WEST SAHARA AVENUE

02/02/2022



22-0024-ZON1 AND 22-0024-SUP1 - APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC
9100 WEST SAHARA AVENUE

02/02/2022



22-0024-ZON1 AND 22-0024-SUP1 - APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC
9100 WEST SAHARA AVENUE

02/02/2022



22-0024-ZON1 AND 22-0024-SUP1 - APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC
9100 WEST SAHARA AVENUE

02/02/2022

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520
TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

January 20, 2022

City of Las Vegas Planning and Zoning
495 South Main Street
Las Vegas, Nevada 89101

RE: Rezone 163-05-410-004 to C-2 to allow Use Permit Plasma Donor Center. 9110 West Sahara Avenue

Dear Mr. Stewart,

Rezone: Our client has secured a space within the Canyon Lakes Plaza, an 11 acre shopping center located at the north east corner of Sahara Avenue at Fort Apache. This is the intersection of two major arterial roads and a four point commercial node. It was recently classified as a TOD which allows a conforming zone change to C-2.

Special Use Permit: Blood plasma donor centers are currently not permitted in C-1 zones but are allowed in a C-2 zone with a special use permit. As such, the applicant is concurrently asking for a special use permit with the rezone. This operation can be conducted in a way with uses currently existing in the shopping center with similar hours and clientele (see attached).

The proposed use requires a similar parking ratio (one space per 200 Square feet) to retail uses the property. Currently the 117,214 SF shopping center has 536 parking spaces which exceeds the parking requirements by 67 spaces. The leased space is 13, 808 square feet which amounts to only14 more spaces than a retail use. This use permit will therefore not place on undue burden on surrounding businesses.

Please phone me if you have considerations or suggestions.

Respectfully,

Lora Dreja
Land Entitlements
(702) 598-1408

22-0024
01/20/2022

BIOLIFE PLASMA SERVICES AT A GLANCE CONTINUED



WHO WE HELP

- **The plasma we collect is manufactured into life-saving therapies, including treatments for hemophilia, immune deficiencies, traumatic injuries and more.**



EVIN

"I spent 12 years in and out of hospitals and missed most of elementary school due to a disorder called Immune Thrombocytopenic Purpura (ITP), which attacks platelets of the blood. My life was completely at the whim of my illnesses.

Then came IGIV. My fevers abated, my infections became less frequent and most amazingly, I began to grow. I now have the ability to carry on a healthy, happy life.

There is not a simple way to express my gratitude to BioLife Plasma Services and to all the caring donors who give to keep me alive."

- Evin, recipient of IGIV, a plasma-based therapy

WHO OUR DONORS ARE



- **Donors mirror the demographics of the surrounding community**
- **Majority come from within a 7-mile radius of the center**
- **Approximately 86% are either employed, students, retired or homemakers**
- **All donors must provide proof of residency, ID and be in good general health**

WHERE WE OPERATE

BioLife operates:

- In growing, healthy communities with a strong desire to give back to others
- Near major retail in order for the donation to be a part of the individual's weekly routine.



BioLife operates in facilities that:

- Are around 17,000 sq. feet
- Are typically open from 8a-6p
- Are safe, well-lit and attractive
- Offer **ample parking**
- Use **Debit Cards** for donor compensation (no cash on site)
- Utilize **online appointment scheduling** (no long lines)

WHAT OTHERS ARE SAYING

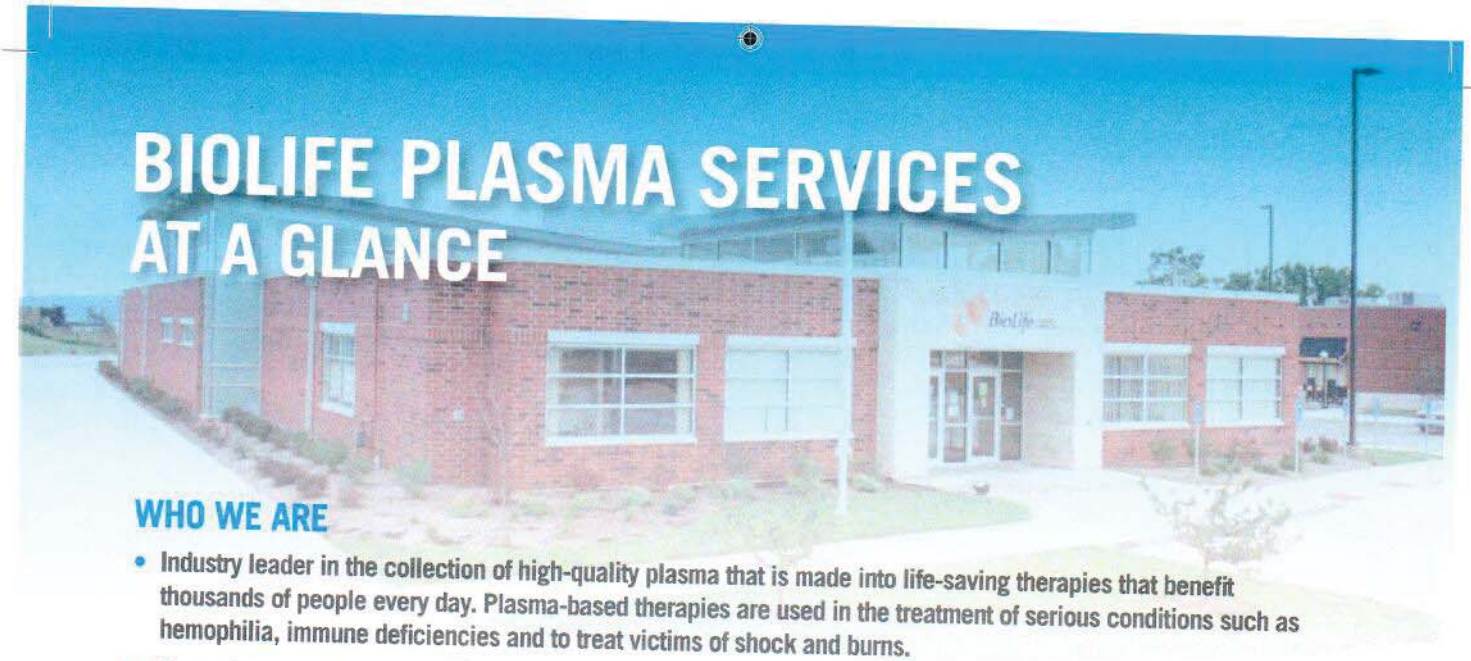
BioLife often receives testimonials thanking us for our contribution to the community. Here are a few:

- "BioLife is a great contribution to this community." – **Sales Manager, Idaho Falls, ID**
- "I was impressed with the caring and family-friendly attitude of this new business."– **City Official, Ammon, ID**
- "The chamber welcomes businesses like yours that help add to our wonderful city." – **Chamber Ambassador, St. George , UT**
- "Large Business of the Year" – **Bellingham, WA Chamber of Commerce**

LEARN MORE AT BIOLIFEPLASMA.COM
For additional resources, please visit:
shire.com youtube.com/user/BioLifePlasmaService
pptaglobal.org youtube.com (search for "Shire what it takes to produce IG")

22-0024
01/20/2022

BIOLIFE PLASMA SERVICES AT A GLANCE



WHO WE ARE

- **Industry leader in the collection of high-quality plasma that is made into life-saving therapies that benefit thousands of people every day. Plasma-based therapies are used in the treatment of serious conditions such as hemophilia, immune deficiencies and to treat victims of shock and burns.**
- Part of Shire plc, a Fortune 500 company and the leading global biotechnology company focused on serving people affected by rare diseases and highly specialized conditions
- Operate over 80 plasma centers across the US
- Licensed by the Food and Drug Administration (FDA)
- To learn more about the products made from the plasma we collect, visit www.shire.com

WHAT WE BRING

- **A STRONG COMMITMENT TO THE COMMUNITIES WE OPERATE IN**
  - Lasting partnerships--majority of our locations have been in the same city for at least 10 years
- **AN INVESTMENT IN YOUR COMMUNITY**

Initial Investment Building and Land	Annual Donor Compensation
$7.5+ MILLION	**$3+ MILLION**

  Around **80% of all donor compensation is spent in the community** at places like local grocery stores, gas stations and retailers
- **REWARDING CAREERS**
  - 50-80 employees per location
  - Well-paying, with excellent benefits including vacation, health and tuition reimbursement (we even offer full benefits for part-time staff)
  - Positions such as Operations Managers, Quality Managers, Plasma Technicians, Medical Supervisors and more
  - Management and growth opportunities in a biotech company
- **MULTIPLIER EFFECT**
  - A Georgia Life Science Report* concluded **for every direct job in the plasma center, an additional 2.2 jobs will be created locally** because of spending related to that job

    *Source: https://www.terry.uga.edu/media/documents/selig/shaping_infinity_2012.pdf
- **COMMUNITY ENGAGEMENT**
  - Our teams are active members of the Chamber, frequent participants at business expos and community events, and beneficial partners with surrounding area businesses
  - As a whole, our employees volunteer **over 10,000 hours** per year in their communities



CONTINUED ON BACK

22-0024
01/20/2022

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

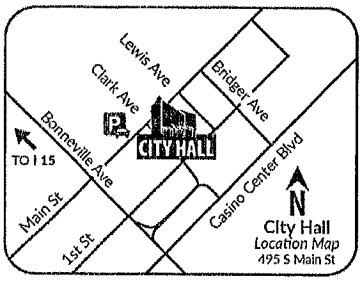
Return Service Requested

Official Notice of Public Hearing

RECEIVED
CITY CLERK

2022 APR 20 P 12: 03

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



Scan or go to:
www.lasvegasnevada.gov/meetings

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

22-0024
16305414005
REIGNER CHERYL H
2024 GRAY EAGLE WAY
LAS VEGAS NV 89117-5738

1 of 3 BFDFMF1 BB17

Application Information

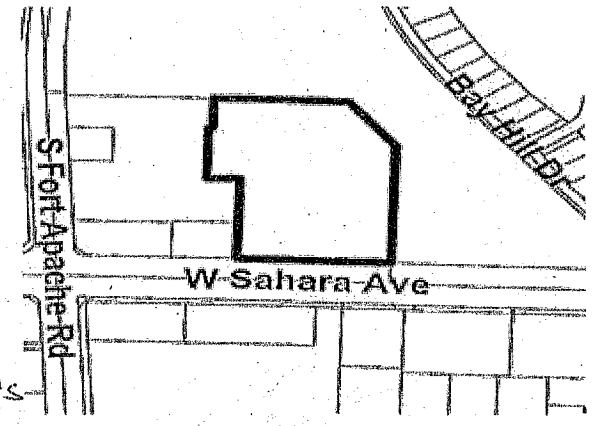
22-0024 - PUBLIC HEARING - APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC - For possible action on the following Land Use Entitlement project requests on 5.57 acres at 9100 West Sahara Avenue (APN 163-05-410-004), Ward 2 (Seaman). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

22-0024-ZON1 - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL)

22-0024-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED BLOOD PLASMA DONOR CENTER USE

Do not approve. This is a big business most Americans dont realize. 70% of the world supply comes from America, very little remains to help Americans. This process continues to attract low income. In turn they contribute to Marijuana purchases & drugs.
Lets ask Congress to support other countries to use their own populations to support their needs.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	04/20/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

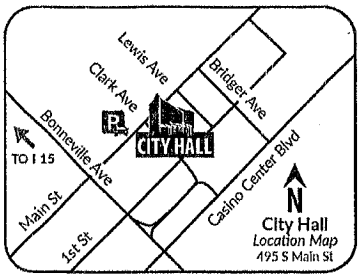
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Let's balance our budgets so we don't need taxes from institutions that exist mainly for other countries.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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22-0024 and 22-0024-ZON1 and 22-0024-SUP1
City Council Meeting of **04/20/2022**

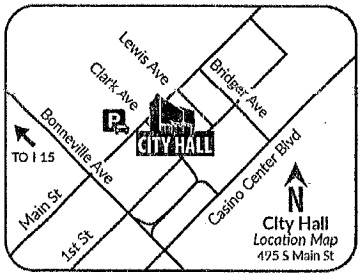
22-0024
16305315039
CORNEY WILLIAM J
1912 BAY HILL DR
LAS VEGAS NV 89117-5732

1433 BRDFMP1 89117

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495 South Main Street, 2nd Floor
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22-0024 and 22-0024-ZON1 and 22-0024-SUP1
City Council Meeting of **04/20/2022**

22-0024
16305415166
ROWLANDS CHRISTOPHER M & TIFFANY K
3759 DOTTIE DR
UNIONTOWN OH 44685

64 BRDFMP1 44685

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

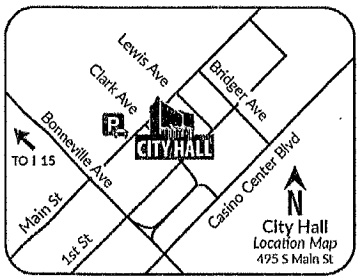
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

22-0024
16307501013
R B C B L L C
5450 STEPHANIE ST
LAS VEGAS NV 89122

1 2 1 BRDFMP1 89122

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

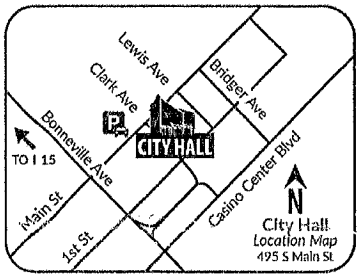
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

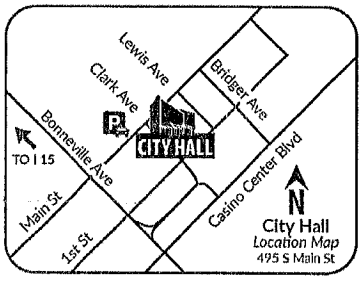
22-0024
16308112012
TIPALDOS GEORGE & MARADITH
2708 CHERRY SPRINGS CT
LAS VEGAS NV 89117

1 4 3 BRDFMP1 89117

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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City Council Meeting of **04/20/2022**

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22-0024
16308121009
LAKES PLAZA L L C
10655 PARK RUN DR # 160
LAS VEGAS NV 89144

LAW OFFICE

Brown, Brown & Premsrirut

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

April 14, 2022

Via Email (Ward2@lasvegasnevada.gov)

Office of Councilwoman Victoria Seaman
495 S. Main Street
Las Vegas, NV 89101

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CITY CLERK
2022 APR 14 A 11: 29

Re: Abeyance from April 20, City Council Meeting.
Item # 58 Blood Plasma Center
22-0024-ZON1 and 22-0024-SUP1

Dear Councilwoman:

Our client has applied to establish a Blood Plasma Donor Center in your district via the above-mentioned matters. It has come to our attention that 22-0157-TXT, an ordinance that will allow this use within a C-1 district, will be considered at the May 18 City Council meeting. Approval of this ordinance will allow the applicant to establish this use without rezoning the subject shopping center to a more intensive C-2 zone.

I respectfully request that the above referenced matters be abeyed from the April 20, 2022, City Council meeting and be rescheduled to the June 1, 2022 agenda following adoption of the Text Amendment.

Your cooperation in this matter is sincerely appreciated.

Very truly yours,

Lora Dreja

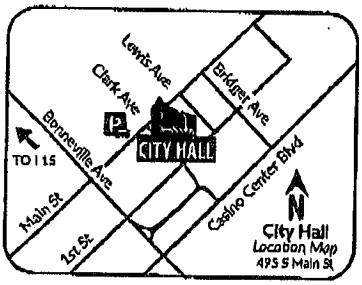
cc: Emily Wetzstein, City Clerk, (ewetzstein@lasvegasnevada.gov)
David McGowan, Liaison, (dmcgowan@lasvegasnevada.gov)
Courey Stewart, Planner, (cstewart@lasvegasnevada.gov)
David Brown, dbrown@brownlawlv.com
Firm File No. 1811-LU

Submitted after final agenda
Date 4/14/22 Items 58 a-b
w.d

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

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22-0024
16308111004
BERGER ALAN
RESCA LISA
2721 BROOKSTONE CT
LAS VEGAS NV 89117-2443

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2022 APR 11 A 9:56

Application Information

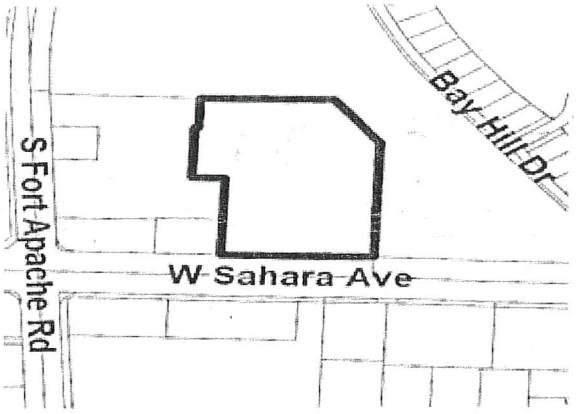
22-0024 - PUBLIC HEARING - APPLICANT: BUILD TO SUIT, INC. - OWNER: CANYON LAKES, LLC - For possible action on the following Land Use Entitlement project requests on 5.57 acres at 9100 West Sahara Avenue (APN 163-05-410-004), Ward 2 (Seaman). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

22-0024-ZON1 - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL)

22-0024-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED BLOOD PLASMA DONOR CENTER USE

Too vague.
Vote.
Please deny.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

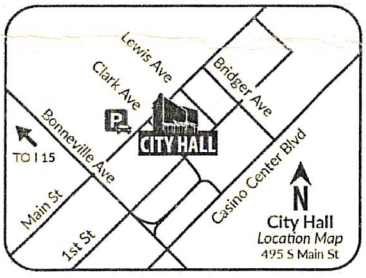
Meeting:	City Council
Date:	04/20/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

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Las Vegas, Nevada 89101
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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0024 and 22-0024-ZON1 and 22-0024-SUP1
City Council Meeting of **04/20/2022**

22-0024
16308113003
MERCIER LINDA A REVOCABLE TRUST
MERCIER MARY L REVOCABLE TRUST
3208 BEACON SHORES CIR
LAS VEGAS NV 89117-0125

Submitted after final agenda
Date 4/14/22 Item 58 a-b

143 BRDFNP1 89117

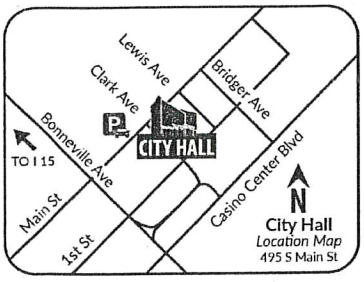
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

22-0024
16305410027
GOULD DEAN J REV INTER-VIVOS TR
GOULD DEAN J TRS
2012 BAY HILL DR
LAS VEGAS NV 89117-5702

Submitted after final agenda

Date 4/18/2022 Item 58a - 586

143 BRDFNP1 89117

Application Information

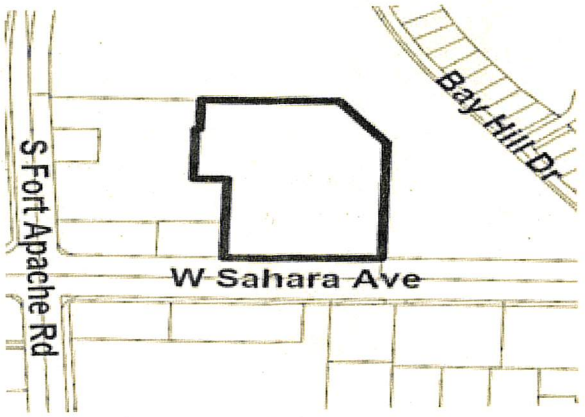
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22-0024-ZON1 - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL)

22-0024-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED BLOOD PLASMA DONOR CENTER USE

I am opposed to SUP-71274
This proposed use as a marijuana dispensary is not appropriate for the proposed location.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	04/20/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

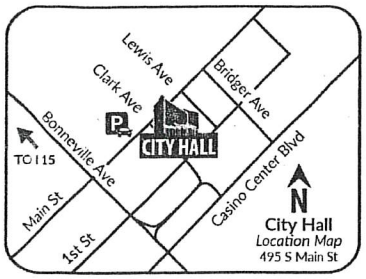
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22-0024
16308112007
MLINAR SHIRLEY
2709 CHERRY SPRINGS CT
LAS VEGAS NV 89117-2431

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

Submitted after final agenda

Date 4/18/2022 Item 58a - 58b

143 BROFNP1 89117

Application Information

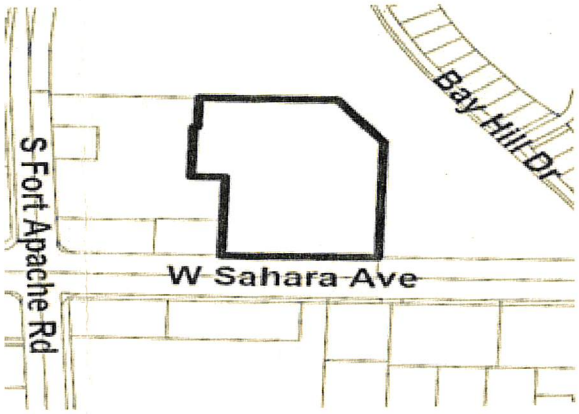
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22-0024-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED BLOOD PLASMA DONOR CENTER USE

Put ~~Need~~ Near a medical center,
will hazardous medical waste be
disposed of properly?
How much traffic will be brought
to this area?

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
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Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
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Las Vegas, Nevada 89101

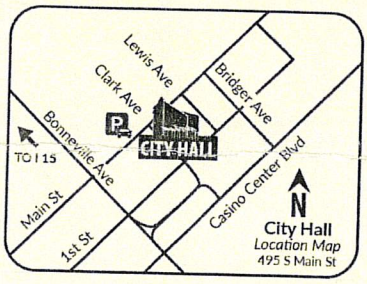
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

22-0024
16308112015
BANNER 1993 REVOCABLE LIVING TR
BANNER JOHN D & SHELLEY J TRS
2720 CHERRY SPRINGS CT
LAS VEGAS NV 89117-2432

143 BRDFNP1 89117

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

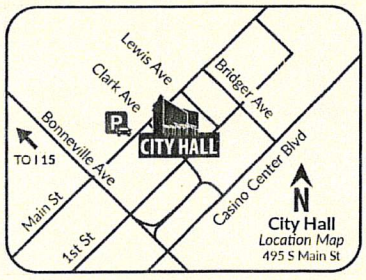
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22-0024
16307513027
MEREB INOCENSIO B
2704 QUAIL ROOST WAY
LAS VEGAS NV 89117

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

Submitted after final agenda

Date 4/18/2022 Item 58a-58b

143 BRDFNP1 89117

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

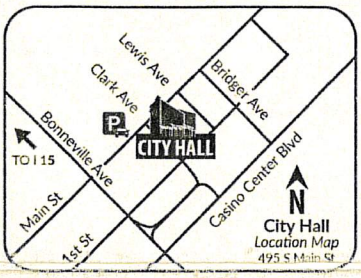
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0024 and 22-0024-ZON1 and 22-0024-SUP1

City Council Meeting of **04/20/2022**

22-0024
16305415299
KURANISHI ERIC TAKESHI & TESSIE S JT REV LIV TR
KURANISHI ERIC T & TESSIE S CO-TRS
94-1041 KAPEHU ST
WAIPAHU HI 96797

152 BRDFNP1 96797

Submitted after final agenda

Date 4-19-22 Item 58a-b

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520
TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

May 27, 2022

Via Email (Ward2@lasvegasnevada.gov)

Office of Councilwoman Victoria Seaman
495 S. Main Street
Las Vegas, NV 89101

Re: Withdraw portion of request, City Council Meeting.
Item # 53a. Blood Plasma Center 22-0024-ZO N

Dear Councilwoman:

Our client has applied to establish a Blood Plasma Donor Center in your district. At the time the matter was filed, both a rezone and use permit were needed to entitle this use. Following the May 2022 Council approval Text Amendment 22-0157-TXT, this use is allowed in a C-1 district with a use permit. The Rezone component of the 22-0024 request is therefore no longer required.

I respectfully request that item 53a of the June 1, 2022 meeting be withdrawn. However, we would like to move forward the use permit listed as item 53b, 22-0024-SUP1 on your agenda.

Your cooperation in this matter is sincerely appreciated.

Very truly yours,

Lora Dreja

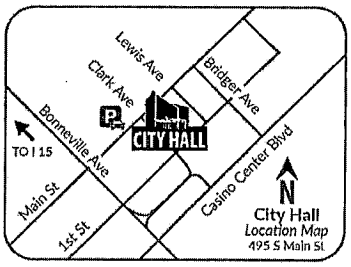
cc: Emily Wetzstein, City Clerk, (ewetzstein@lasvegasnevada.gov)
David McGowan, Liaison, (dmcgowan@lasvegasnevada.gov)
Courey Stewart, Planner, (cstewart@lasvegasnevada.gov)
David Brown, dbrown@brownlawlv.com
Firm File No. 1811-LU

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0024 and 22-0024-ZON1 and 22-0024-SUP1
Planning Commission Meeting of **03/08/2022**

Better suited for space near medical facilities.
Keep the Lakes area residential, lots of families and kids in this area, also plenty of traffic on Sahara and Ft. Apache!

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22-0024
16308112007
MLINAR SHIRLEY
2709 CHERRY SPRINGS CT
LAS VEGAS NV 89117-2431

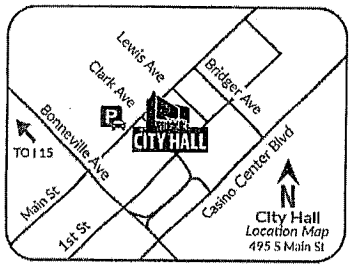
143 LRDFNP1 89117

Submitted after final agenda
35a-b P

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495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0024 and 22-0024-ZON1 and 22-0024-SUP1

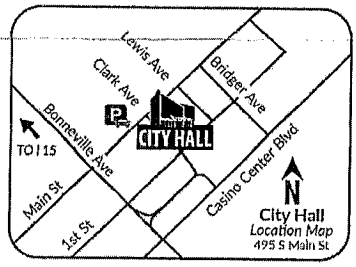
Planning Commission Meeting of **03/08/2022**

22-0024
16305415166
ROWLANDS CHRISTOPHER M & TIFFANY K
3759 DOTTIE DR
UNIONTOWN OH 44685

35a-b P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0024 and 22-0024-ZON1 and 22-0024-SUP1
Planning Commission Meeting of **03/08/2022**

22-0024
16305315039
CORNEY WILLIAM J
1912 BAY HILL DR
LAS VEGAS NV 89117-5732

143 LADFNP1 89117

3Sa-b P

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
53a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0024-ZON1 - ABEYANCE ITEM - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	3	Planning Commission Mtg.	0
City Council Meeting	10	City Council Meeting	3

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
53b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0024-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR A PROPOSED BLOOD PLASMA DONOR CENTER USE

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	3	Planning Commission Mtg.	0
City Council Meeting	10	City Council Meeting	3

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
54

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0379 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON - For possible action on the following Land Use Entitlement project requests on 0.26 acres at 600 and 602 North 1st Street (APNs 139-27-810-008 and 009), Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Abeyance Request Letter by Kaempfer Crowell Attorneys at Law
2. Location and Aerial Maps
3. Land Use Map - 21-0379-ZON1
4. Conditions and Staff Report
5. Revised Conditions and Staff Report (received May 18, 2022)
6. Supporting Documentation
7. Revised Supporting Documentation (received May 18, 2022)
8. Photo(s)
9. Justification Letter
10. School Development Tracking Form Submitted by Clark County School District - 21-0379-SDR1
11. Traffic Notes Submitted by City of Las Vegas Department of Public Works Traffic Engineering Division - 21-0379-SDR1
12. Backup Submitted from the March 16, 2022 City Council Meeting
13. Backup Submitted from the April 6, 2022 City Council Meeting
14. Backup Documentation Submitted for the April 20, 2022 City Council Meeting
15. Backup Submitted from the May 18, 2022 City Council Meeting
16. Backup Documentation Submitted for the February 8, 2022 Planning Commission Meeting

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

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LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

February 24, 2022

VIA FAX:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 2 Week Hold
March 16, 2022 Las Vegas City Council Hearing
21-0379, Destiney Homes, LLC

Dear Ms. Holmes:

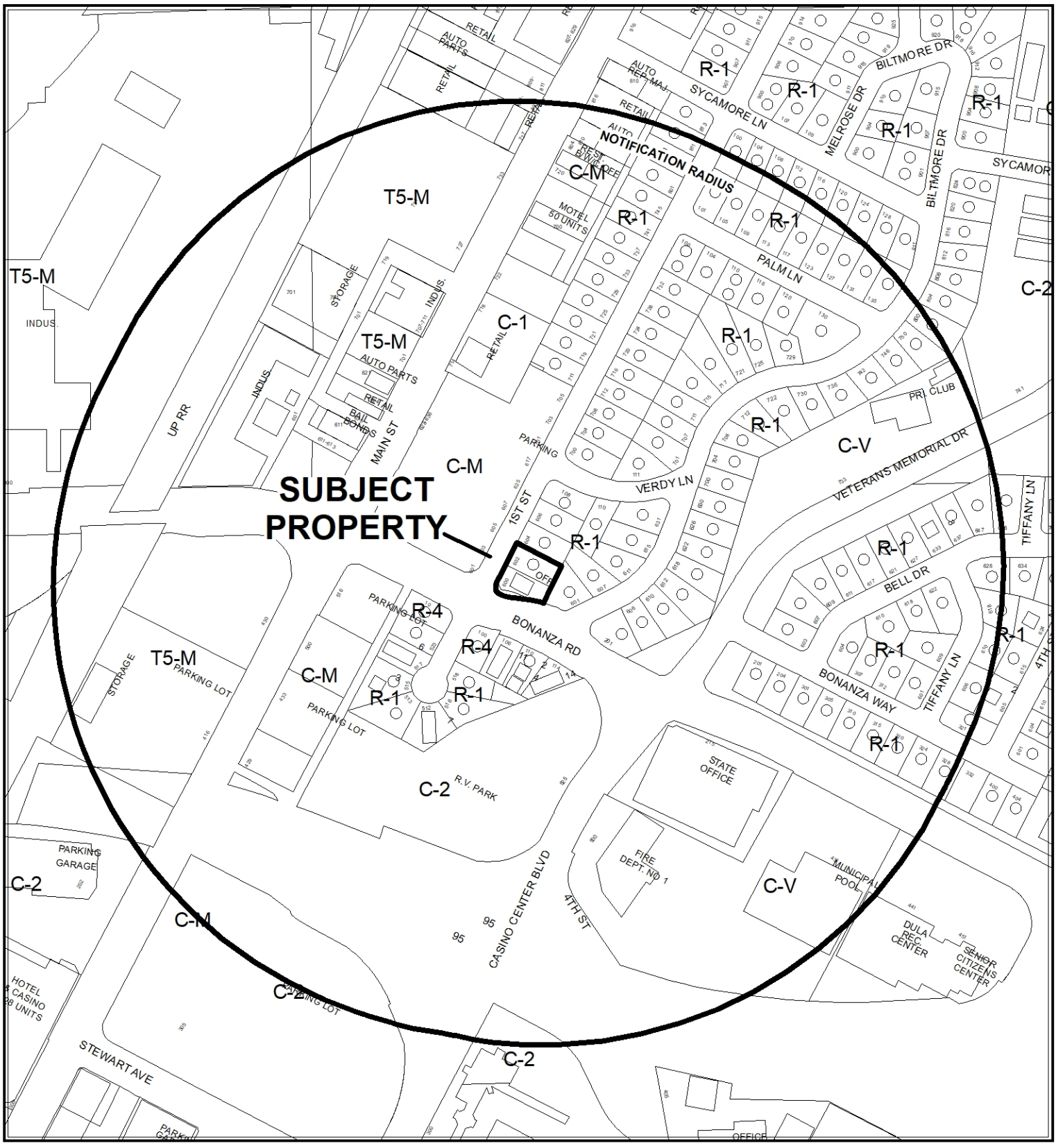
Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **March 16, 2022** until the Las Vegas City Council hearing of **April 6, 2022**.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,
KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Kelly Woods (*via email*)



CASE: **21-0379**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL) AND P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 260 520 Feet

CASE: **21-0379**

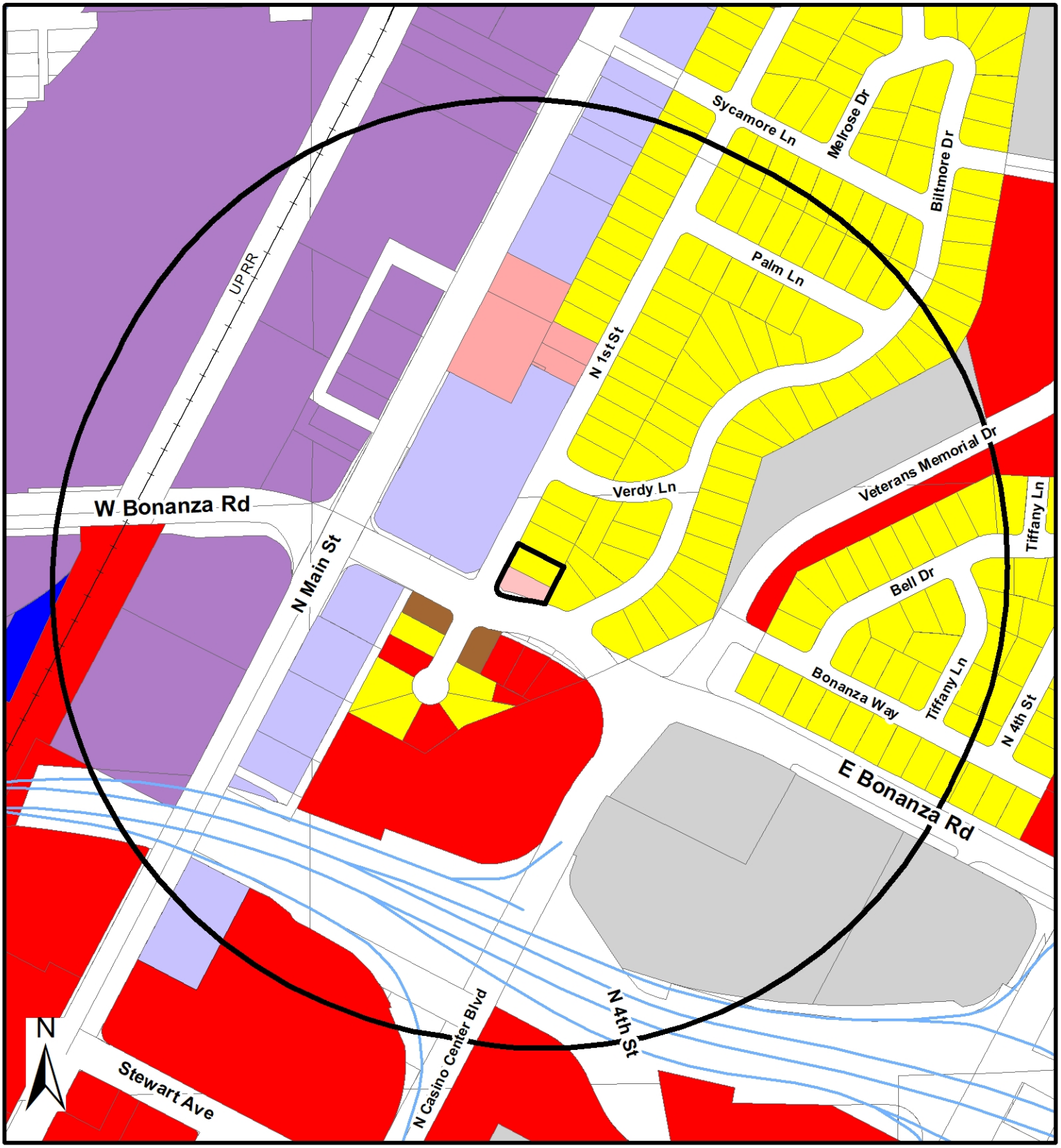
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL) AND P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

21-0379-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T3-N - T3 Neigborhood
- T3-N--O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM R-1 and P-R
TO C-2

Subject Property

City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, November 29, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0379-ZON1	Staff recommends DENIAL.	
21-0379-SUP1	Staff recommends DENIAL, if approved subject to conditions:	21-0379-ZON1
21-0379-SDR1	Staff recommends DENIAL, if approved subject to conditions:	21-0379-ZON1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 172 (By City Clerk)

PROTESTS 16

APPROVALS 2

JB

**** CONDITIONS ****

21-0379-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Mixed Use development use.

2. Approval of Rezoning (21-0379-ZON1) and conformance to the Conditions of Approval for Site Development Plan Review (21-0379-SDR1) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0379-SDR1 CONDITIONS

Planning

1. Approval of a Rezoning (21-0379-ZON1) and Special Use Permit (21-0379-SUP1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan date stamped 12/20/21; landscape plan and building elevations date stamped 11/18/21, except as amended by conditions herein.

4. A Waiver from Appendix F Interim Downtown Las Vegas Development Standards is hereby approved to address deviations as indicated in the staff report.

5. An Exception from Title 19.08.040 is hereby approved to address deviations as indicated in the staff report.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

9. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

10. All utility or mechanical equipment shall comply with the provisions of the Interim Downtown Las Vegas Development Standards, unless approved by a separate Waiver.

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. The sidewalks along Bonanza Road and 1st Street 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, if any, needed to complete this requirement. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

15. This site shall connect to public sewer in 1st Street. An existing sewer lateral may be used if it meets current code requirements for the needed capacity of this site.

16. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Submit an On-Site Circulation and Queueing Analysis and Pedestrian Access Analysis for approval by the City Traffic Engineer prior to the issuance of permits for this site.

18. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to construct a proposed three-story tall Mixed-Use development with 18 residential units and 4,862 square feet of commercial office space on a 0.26-acre undeveloped property located on the northeast corner of Bonanza Road and 1st Street. In addition, to the standard Site Development Plan Review (21-0379-SDR1) and associated waivers, the applicant is requesting a Rezoning (21-0379-ZON1) and Special Use Permit (21-0379-SUP1) for this project to accommodate the proposed Mixed-Use land use.

ISSUES

- A Rezoning (21-0379-ZON1) from R-1 (Single Family Residential) and P-R (Professional Office and Parking) to C-2 (General Commercial) has been requested for the subject site. On 02/09/22 the applicant submitted a revised justification letter that amended the rezoning request from C-2 (General Commercial) to C-1 (Limited Commercial). Staff does not support this request.
- The applicant has requested a Special Use Permit (21-0379-SUP1) as the proposed site design does not comply with Conditional Use Regulation #4 which states, ""Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08." Staff does not support the request.
- The applicant has requested the following Waivers of Appendix F Interim Downtown Las Vegas Development Standards. Staff does not support the applicant's request:
  - To allow 18 parking spaces where 56 parking spaces are required for a proposed 4,862 square-foot commercial office space and 18-unit multi-family mixed use development.
  - To allow a three-foot front yard setback from 1st Street where 10 feet is required.
  - To allow a one-foot side yard setback from the north property line where 10 feet is required.
  - To allow an 11-foot side yard setback from the east property line where 20 feet is required.
  - To allow a zero-foot landscape buffer adjacent to a portion of the 1st Street right-of way where 15 feet is the minimum required.
  - To allow a zero-foot landscape buffer adjacent to a portion of the Bonanza Road right-of-way where 15 feet in the minimum required.
  - To allow a three-foot landscape buffer adjacent to the interior north property line where eight feet is the minimum required.
  - To allow a six-foot landscape buffer adjacent to the interior east property line where eight feet is the minimum required.

- To allow a one-foot residential adjacency setback where 99 feet is required.

- The applicant has requested the following Exceptions from Title 19.08.040 development standards. Staff does not support the applicant's request:
  - To allow eight 30-foot tall Red Rock Oak trees where 17 trees are required, where one 24-inch box tree with four shrubs is required per 20 linear feet within the landscape buffer areas.
  - To allow zero interior parking lot islands and end cap trees, where three are required, based on one parking lot island 24-inch box tree per six uncovered spaces, plus one tree at the end of each row of spaces.

ANALYSIS

The subject site is located within the Downtown Las Vegas – Cashman District (Area 2), which allows all deviations from Title 19 development standards to be addressed as waivers associated with the Site Development Plan Review (21-0379-SDR1). The site is approximately 0.26 acres and consist of two parcels zoned R-1 (Single Family Residential) and P-R (Professional Office and Parking) with a MXU (Mixed Use) General Plan land use designation. The MXU (Mixed Use) General Plan land use designation allows the R-E (Residence Estates), R-MH (Mobile/Manufactured Home), R-1 (Single Family Residential), R-2 (Medium-Low Density Residential), R-3 (Medium Density Residential, R-4 (High Density Residential), R-TH (Single Family Attached), O (Office), P-O (Professional Office), C-1 (Limited Commercial) and C-2 (General Commercial) zoning districts.

The applicant has proposed a Rezoning (21-0379-ZON1) from R-1 (Single Family Residential) and P-R (Professional Office and Parking) to C-1 (Limited Commercial), which allows the proposed Mixed-Use development as a conditional land use. The C-1 (Limited Commercial) zoning district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. Staff has determined that although the proposed C-1 (Limited Commercial) zoning district is consistent with the existing MXU (Mixed Use) General Plan land use designation, the allowable land uses associated with the proposed C-1 (Limited Commercial) zoning district are not compatible with the adjacent single-family residential properties that are zoned R-1 (Single Family Residential). Therefore, staff recommends denial of this request.

A Mixed-Use development is defined as "The vertical integration of residential uses and commercial or civic uses within a single building or a single development, where the uses share pedestrian access, vehicular access, parking functions, or any combination thereof..." The proposed use meets the definition as the development will have 4,045 square feet of commercial floor space designated as Office, Other than Listed along the first floor of the development adjacent to 1st Street and Bonanza Road with 18 multi-family residential units above.

The Conditional Use Regulations for this use include:

1. Residential uses permitted as of right in the R-3 and R-4 Zoning Districts may be permitted by means of a Special Use Permit within a C-PB, P-O or O Zoning District.

   The proposed use meets this requirement as the property is proposed to be zoned C-1 (Limited Commercial) and multi-family residential is allowed in the R-3 and R-4 zoning districts within a Mixed-Use Development.

2. Commercial uses or civic uses shall at a minimum be located at the ground level fronting the primary public rights-of-way and may extend beyond the ground floor. The principal entryway to access those uses, whether individually or collectively shall be directly accessed from and oriented to the public sidewalk.

   The proposed use meets this requirement by providing 4,045 square feet of commercial tenant space on the ground level of the building on the south perimeter of the site fronting onto Bonanza Road.

3. Residential uses shall not be permitted on the ground floor fronting on primary public rights-of-way, but may be located at or above the second level of the building. Residential uses may be located on the ground floor of any building or portion thereof that is located at the interior of the development site and does not front on an arterial or collector streets.

   The proposed use meets this requirement as the 18 residential units are proposed to be located on the second and third level of the development.

4. Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08. Parking structures shall not be located along the street frontages of the development site, but shall be screened from view of the adjacent rights-of-way by the principal building(s).

A Special Use Permit (21-0379-SUP1) is required for this condition, as six parking spaces are located on the southern perimeter of the building on the surface level adjacent to 1st Street and Bonanza Road that are not screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08. Staff does not support the requested Special Use Permit as the lack of proper landscaping screening materials will create a negative impact to the surrounding area.

The subject site is located within the Downtown Las Vegas – Cashman District (Area 2), which allows all deviations from Title 19 development standards to be addressed as waivers associated with the Site Development Plan Review (21-0379-SDR1). The proposed mixed use building has been oriented to the northern perimeter of the site with six surface level parking spaces and an entrance to 12 parking space lower level parking garage on the southern perimeter of the subject site. The applicant has proposed multiple waivers of Title 19 development standards associated with the proposed development which are listed below:

- To allow 18 parking spaces where 56 parking spaces are required for a proposed 4,862 square-foot commercial office space and 18-unit multi-family mixed use development.
- To allow a three-foot front yard setback from 1st Street where 10 feet is required.
- To allow a one-foot side yard setback from the north property line where 10 feet is required.
- To allow an 11-foot side yard setback from the east property line where 20 feet is required.
- To allow a zero-foot landscape buffer adjacent to a portion of the 1st Street right-of way where 15 feet is the minimum required.
- To allow a zero-foot landscape buffer adjacent to a portion of the Bonanza Road right-of-way where 15 feet in the minimum required.
- To allow a three-foot landscape buffer adjacent to the interior north property line where eight feet is the minimum required.
- To allow a six-foot landscape buffer adjacent to the interior east property line where eight feet is the minimum required.
- To allow a one-foot residential adjacency setback where 99 feet is required.

In addition, the applicant has proposed the following exceptions to Title 19 development standards, which are listed below:

- To allow eight 30-foot tall Red Rock Oak trees where 17 trees are required, where one 24-inch box tree with four shrubs is required per 20 linear feet within the landscape buffer areas.
- To allow zero interior parking lot islands and end cap trees, where three are required, based on one parking lot island 24-inch box tree per six uncovered spaces, plus one tree at the end of each row of spaces.

The Clark County School District projects that approximately five additional primary and secondary school students will be generated by the proposed development on this site. Of the three levels of schools serving the area (Squires Elementary, JD Smith Middle School and Rancho High School) only Rancho High School is over capacity for the 2021-2022 school year at approximately 32 percent over capacity.

The Appendix F Interim Downtown Las Vegas Development Standards indicate that the Cashman District's primary goal is to create, "A community of entrepreneurs anchored by sports culture." The documents further states, "There is tremendous redevelopment potential to create a new mixed community that provides a sports and entertainment core of activity." It has been determined by staff that although the Mixed Use land use is appropriate for the surrounding area, the site design of the proposed Mixed Use development does not fall in line with the vision for the Cashman District. Furthermore, due to the multiple waivers and exceptions of Title 19 development standards associated with this project, staff has determined the proposed project is not compatible with surrounding development in the area and will have a negative impact to the adjacent single-family residential properties located to the north and east of the subject site. Therefore, staff recommends denial of this project.

FINDINGS (21-0379-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed Rezoning from R-1 (Single Family Residential) and P-R (Professional Office and Parking) to C-1 (Limited Commercial) would be in conformance with the existing MXU (Mixed Use) 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 the allowable land uses associated with the proposed C-1 (Limited Commercial) zoning district are not compatible with the adjacent single-family residential properties that are zoned R-1 (Single Family Residential); therefore, staff recommends denial of this request.

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 site is accessed by 1st Street a 50-foot Local Street as designated by Title 13 and Bonanza Road, a 90-foot Primary Arterial as designated by the Master Plan of Streets and Highways, which will provide adequate capacity to serve the subject site.

FINDINGS (21-0379-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. The proposed development is compatible with adjacent development and development in the area;

The proposed mixed use development is not compatible with the adjacent single-family residential developments in the area, as evidenced by the multiple waivers and exceptions to address insufficient building setbacks, insufficient perimeter landscaping buffers, to allow insufficient residential adjacency setbacks; and deviations from required perimeter and interior parking lot planting materials. These standards were put in place to protect adjacent residential development and create a more aesthetically pleasing project.

2. The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;

The proposed mixed use development does not comply with established Title 19 Appendix F Interim Downtown Las Vegas Area 2 development standards, which require conformance to Title 19.08 and 19.12 development standards.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

The site is accessed by 1st Street a 50-foot Local Street as designated by Title 13 and Bonanza Road, a 90-foot Primary Arterial as designated by the Master Plan of Streets and Highways, which will provide adequate capacity to serve the subject site. The Department of Public Works has added a condition of approval which will require the applicant to submit an on-site circulation and queueing analysis and pedestrian access analysis for approval by the city traffic engineer prior to the issuance of permits for this site.

4. Building and landscape materials are appropriate for the area and for the City;

The project design and style is not appropriate for the subject location and will not be harmonious with adjacent single-family residential properties located to the north and east of the subject site. The submitted building elevations indicate building facades will have a combination of "Light Tan", "Light Gray", "Gray" , "Tan" , "Brown", and "Black" stucco building façade with "light tan cultured stone" accents. The proposed landscape buffers will have a combination of 30-foot tall Red Rock Oak trees and shrubs which are consistent with the Southern Nevada Regional Plant List.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The design characteristics of the proposed building elevations are not unsightly, undesirable, or obnoxious. However the proposed mixed use development scale and building placement is not compatible with the existing adjacent single-family residential properties located to the north and east of the subject site, as evidenced by the multiple waivers and exceptions to address insufficient building setbacks, insufficient perimeter landscaping buffers, to allow insufficient residential adjacency setbacks; and deviations from required perimeter and interior parking lot planting materials.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

The proposed mixed use development will be subject to inspections in order to protect the public health, safety and general welfare by City staff.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/20/71	The Board of City Commissioners approved a Rezoning and Plot Plan (Z-0084-70) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) for a proposed Professional Office use at the northeast corner of Bonanza Road and First Street. The Planning Commission recommended approval.
04/22/71	The Board of Zoning Adjustment withdrew a request for a Variance (V-0016-71) to allow a flashing neon on premise sign containing 43 square feet in area where only 12 square feet is permitted and to a height of 18'2" where only five feet is permitted on property located at the northeast corner of Bonanza Road and First Street.
06/16/71	The Board of City Commissioners approved a Rezoning (Z-0033-71) from P-R (Professional Office and Parking) to C-1 (Limited Commercial) for an existing Bailbond Service use at the northeast corner of Bonanza Road and First Street. The rezoning was intended to allow the existing business to have a larger sign than that permitted in the P-R (Professional Office and Parking). Planning Commission recommended approval.
07/03/06	A Code Enforcement case (#44022) was processed for possible vagrants/squatters and/or drug house at 600 North 1st Street. The case was resolved on 07/08/06.
07/28/06	A Code Enforcement case (#44981) was processed for many people coming and going all hours of the day and night, boarded up windows, refuse, and liter at 600 North 1st Street. The case was resolved on 09/08/06.
04/03/07	A Code Enforcement case (#51849) was processed for a mold problem at 602 North 1st Street. The case was resolved on 05/11/07.
04/22/07	A Code Enforcement case (#52412) was processed for auto repair activities at a vacant house at 600 North 1st Street. The case was resolved on 04/23/07.
04/22/08	A Code Enforcement case (#64841) was processed for vegetation growing into the right-of-way at 602 North 1st Street. The case was resolved on 05/05/08.
10/23/12	A Code Enforcement case (#121332) was processed for a vacant home with refuse, waste and an illegal addition at 602 North 1st Street. The case was resolved on 03/11/13.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/03/13	A Code Enforcement case (#129546) was processed for single family dwelling previously an accessible and abandoned dwelling unit has now caught fire and continuously supports a dangerous condition at 602 North 1st Street. The case was resolved on 06/17/13.
08/21/13	A Code Enforcement case (#132407) was processed for a large hole in the ground near the sidewalk at 602 North 1st Street. The case was resolved on 08/23/13.
04/06/16	The Department of Planning administratively approved a request for a Minor Amendment (SDR-63109) to a previously approved Site Development Plan Review (Z-0084-70) for a proposed 320 square-foot expansion of an existing 896 square-foot office building with parking lot re-striping at 600 North 1st Street.
05/16/19	A Code Enforcement case (#CE-200195) was processed for dumping boxes on an empty lot at 602 North 1st Street. The case was resolved on 05/29/19.
08/20/19	A Code Enforcement case (#CE19-02074) was processed for a car with for sale sign on empty lot, with trash and debris at 602 North 1st Street. The case was resolved on 09/17/19.
09/24/19	A Code Enforcement case (#CE19-02967) was processed for dumping trash and debris on a vacant lot at 602 North 1st Street. The case was resolved on 10/21/19.
01/11/22	The Planning Commission voted (7-0) to hold in ABEYANCE 21-0379 [ZON1, SUP1 and SDR1] to the February 8, 2022 Planning Commission meeting.
02/08/22	The Planning Commission (6-0 vote) recommends DENIAL of the following Land Use Entitlement project requests on 0.26 acres at 600 and 602 North 1st Street (APNs 139-27-810-008 and 009), Ward 5 (Crear). •21-0379-ZON1 - - REZONING - FROM: R-1 (SINGLE FAMILY RESIDENTIAL) AND P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-2 (GENERAL COMMERCIAL) •21-0379-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED MIXED USE DEVELOPMENT •21-0379-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED THREE-STORY TALL, 18-UNIT MIXED-USE DEVELOPMENT WITH 4,862 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS AREA 2 DEVELOPMENT STANDARDS
4/20/2022	The City Council voted to hold this iem in abeyance to the May 18, 2022 City Council Meeting.

Most Recent Change of Ownership	
07/06/12	A deed was recorded for a change in ownership. (600 N. 1st Street – APN 139-27-810-009)
07/30/13	A deed was recorded for a change in ownership. (602 N. 1st Street – APN 139-27-810-008)

Related Building Permits/Business Licenses	
08/16/06	A building permit (#71097) was issued for minor electrical work at 600 North 1st Street. The permit final inspection was completed on 10/05/06.
08/22/11	A business license (#P50-02973) was issued for mental health services at 600 North 1st Street. The license is still active.
01/16/13	A business license (#M18-05663) was issued for life skills training at 600 North 1st Street. The license went inactive on 07/01/14.
06/10/13	A building permit (#R-237930) was issued for demolition of an entire single family dwelling at 602 North 1st Street. The permit final inspection was completed on 06/19/13.
11/24/14	A business license (#G62-09536) was issued for a personal care agency at 600 North 1st Street. The license is still active.
06/02/16	A building permit (#C-316879) was issued for an office addition at 600 North 1st Street. The permit final inspection has not been completed.
	A building permit (#PRC-64498) was issued for an office addition and on-site work at 600 North 1st Street. The permit final inspection has not been completed.
	A building permit (#C-316884) was issued for on-site work at 600 North 1st Street. The permit final inspection has not been completed.
06/20/16	A building permit (#C-320400) was issued for trusses at 600 North 1st Street. The permit final inspection was completed on 06/27/16.
07/27/18	A building permit (#C18-03173) was issued for building water and sewer repairs/replacements at 600 North 1st Street. The permit final inspection was completed on 07/30/18.

Pre-Application Meeting	
06/14/21	A pre-application meeting was conducted with the applicant to go over the application materials and submittal requirements for a Rezoning and Site Development Plan Review for a proposed Mixed-Use development on the subject site.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
11/29/21	The subject site is currently undeveloped, as the existing structures have been demolished and removed. The site is partially paved and surrounded by a perimeter chain-link fence. Staff noted that high weeds are present within the portions of the interior of the subject site.

Details of Application Request	
Site Area	
Net Acres	0.26

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Other than Listed	MXU (Mixed Use)	P-R (Professional Office and Parking)
	Single-Family Detached Dwelling		R-1 (Single Family Residential)
North	Single-Family Detached Dwelling	MXU (Mixed Use)	R-1 (Single Family Residential)
South	Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
	Single-Family Detached Dwelling		R-4 (High Density Residential)
East	Single-Family Detached Dwelling	MXU (Mixed Use)	R-1 (Single Family Residential)
West	Warehouse/Distribution Center	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)

Master and Neighborhood Plan Areas	***Compliance***
Downtown North Land Use Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 2 (Cashman District)	Y

Other Plans or Special Requirements	*Compliance*
Trails (Bonanza Trail – Sidewalk Trail)	Y
Las Vegas Redevelopment Plan (Area 1)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.080, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	115 Feet	Y
Min. Setbacks			
•Front (1st Street)	10 Feet	3 Feet	N*
•Side (north)	10 Feet	1 Feet	N*
•Corner (south)	10 Feet	40 Feet	Y
•Rear (east)	20 Feet	11 Feet	N*
Max. Lot Coverage	50 %	43 %	Y
Max. Building Height	N/A	33 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*The applicant has requested a Waiver to allow a three-foot front yard setback and one-foot side yard setback where 10 feet is required; and to allow an 11-foot rear yard setback where 20 feet is required.

Pursuant to Title 19.08.040, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	99 Feet	1 Feet	N*
Trash Enclosure	50 Feet	90 Feet	Y

*The applicant has requested a Waiver to allow a one-foot residential adjacency setback where 99 feet is required.

Existing Zoning	***Permitted Density***	***Units Allowed***
P-R (Professional Office and Parking)	N/A	0
R-1 (Single Family Residential)	1 Dwelling Unit	1
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-1 (Limited Commercial)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
MXU (Mixed Use)	N/A	N/A

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
•North	1 Tree / 20 Linear Feet	5 Trees	0 Trees	N*
•South	1 Tree / 20 Linear Feet	4 Trees	0 Trees	N*
•East	1 Tree / 20 Linear Feet	4 Trees	8 Trees	Y
•West	1 Tree / 20 Linear Feet	4 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**17 Trees**	**8 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	3 Trees	0 Trees	N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
•North	8 Feet		3 Feet	N***
•South	15 Feet		0 Feet	N***
•East	8 Feet		6 Feet	N***
•West	15 Feet		0 Feet	N***
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	Y

* The applicant has requested an Exception of required perimeter landscape materials. The submitted landscape plan depicts eight (8) 30-foot tall red rock oak trees on the eastern perimeter with seven (7) five gallon Indian hawthorn five-gallon shrubs; 28 five-gallon Bush Morning Glory shrubs have been provided on the northern perimeter.
** The applicant has requested an Exception of required interior parking lot landscape materials.
*** The applicant has requested Waivers of required perimeter landscape development standards.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
1st Street	Local Street	Title 13	50	Y
Bonanza Road	Primary Arterial	Master Plan of Streets & Highways	90	Y

Parking Requirement – Downtown – Area 2							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail Store, Other than Listed	4,862 SF	1:175	27.78 (28)				
Multi-Family Residential	14 – One Bedroom Units	1.25 per Unit	17.5 (18)				
	4 – Two Bedroom Units	1.75 per Unit	7				
	Guest Parking	1:6	3				
TOTAL SPACES REQUIRED			56		18		N*
Regular and Handicap Spaces Required			53	3	16	2	N*
Loading Spaces	Less than 10,000 SF	1			0		N*

* The applicant has requested a Waiver to allow 18 parking spaces where 56 parking spaces are required and to allow zero loading spaces where one is required. The submitted Floor Plan indicates seven (7) parking spaces above ground and 12 additional spaces located within the basement level. 18 Units Total (14 – One Bedrooms & 4 – Two bedrooms).

Waivers		
Requirement	***Request***	***Staff Recommendation***
Pursuant to Title 19.12 the proposed 4,862 square-foot office and 18-unit multi-family mixed use development will require 56 parking spaces.	To allow 18 parking spaces where 56 parking spaces are required.	Denial
Pursuant to Title 19.08.080 a 10-foot front yard setback is required	To allow a three-foot front yard setback from 1st Street.	Denial
Pursuant to Title 19.08.080 a 10-foot side yard setback is required.	To allow a one-foot side yard setback from the north property line.	Denial
Pursuant to Title 19.08.080 a 20-foot rear yard setback is required.	To allow an 11-foot side yard setback from the east property line.	Denial
Pursuant to Title 19.08.080 a 15-foot landscape buffer is required adjacent rights-of way.	To allow a zero-foot landscape buffer adjacent to a portion of the 1st Street right-of way.	Denial
	To allow a zero-foot landscape buffer adjacent to a portion of the Bonanza Road right-of-way.	Denial
Pursuant to Title 19.08.080 an eight-foot landscape buffer is required adjacent the interior lot lines.	To allow a three-foot landscape buffer adjacent to the interior north property line.	Denial
	To allow a six-foot landscape buffer adjacent to the interior east property line.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One 24-inch box tree with four shrubs is required per 20 linear feet within the landscape buffer areas.	To allow eight 30-foot tall Red Rock Oak trees where 17 trees are required.	Denial
One tree per six uncovered spaces, plus one tree at the end of each row of spaces.	To allow zero trees, where three trees should be required within parking lot islands or at the end of a row of parking spaces	Denial

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0379-ZON1	Staff recommends DENIAL.	
21-0379-SUP1	Staff recommends DENIAL, if approved subject to conditions:	21-0379-ZON1
21-0379-SDR1	Staff recommends DENIAL, if approved subject to conditions:	21-0379-ZON1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 172 (By City Clerk)

PROTESTS 16

APPROVALS 2

JB

**** CONDITIONS ****

21-0379-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Mixed Use development use.

2. Approval of Rezoning (21-0379-ZON1) and conformance to the Conditions of Approval for Site Development Plan Review (21-0379-SDR1) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0379-SDR1 CONDITIONS

Planning

1. Approval of a Rezoning (21-0379-ZON1) and Special Use Permit (21-0379-SUP1) 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.

JB

3. All development shall be in conformance with the site plan date and landscape plan date stamped 05/17/22; and building elevations date stamped 04/07/22, except as amended by conditions herein.

4. A Waiver from Appendix F Interim Downtown Las Vegas Development Standards is hereby approved to address deviations as indicated in the staff report.

5. An Exception from Title 19.08.040 is hereby approved to address deviations as indicated in the staff report.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

9. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

10. All utility or mechanical equipment shall comply with the provisions of the Interim Downtown Las Vegas Development Standards, unless approved by a separate Waiver.

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. The sidewalks along Bonanza Road and 1st Street 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, if any, needed to complete this requirement. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

15. This site shall connect to public sewer in 1st Street. An existing sewer lateral may be used if it meets current code requirements for the needed capacity of this site.

16. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Submit an On-Site Circulation and Queueing Analysis and Pedestrian Access Analysis for approval by the City Traffic Engineer prior to the issuance of permits for this site.

18. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to construct a proposed three-story tall Mixed-Use development with 18 residential units and 4,862 square feet of commercial office space on a 0.26-acre undeveloped property located on the northeast corner of Bonanza Road and 1st Street. In addition, to the standard Site Development Plan Review (21-0379-SDR1) and associated waivers, the applicant is requesting a Rezoning (21-0379-ZON1) and Special Use Permit (21-0379-SUP1) for this project to accommodate the proposed Mixed-Use land use.

ISSUES

- A Rezoning (21-0379-ZON1) from R-1 (Single Family Residential) and P-R (Professional Office and Parking) to C-2 (General Commercial) has been requested for the subject site. On 02/09/22 the applicant submitted a revised justification letter that amended the rezoning request from C-2 (General Commercial) to C-1 (Limited Commercial). Staff does not support this request.
- The applicant has requested a Special Use Permit (21-0379-SUP1) as the proposed site design does not comply with Conditional Use Regulation #4 which states, ""Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08." Staff does not support the request.
- The applicant has requested the following Waivers of Appendix F Interim Downtown Las Vegas Development Standards. Staff does not support the applicant's request:
    - To allow 17 parking spaces where 56 parking spaces are required for a proposed 4,862 square-foot commercial office space and 18-unit multi-family mixed use development.
    - To allow a six-foot front yard setback from 1st Street where 10 feet is required.
    - To allow a zero-foot corner side yard setback from the south property line where 10 feet is required.
    - To allow a five-foot rear yard setback from the east property line where 20 feet is required.
    - To allow a 12-foot landscape buffer adjacent to a portion of the 1st Street right-of way where 15 feet is the minimum required.
    - To allow a 14-foot landscape buffer adjacent to a portion of the Bonanza Road right-of-way where 15 feet in the minimum required.
    - To allow a zero-foot landscape buffer adjacent to the interior north property line where eight feet is the minimum required.
    - To allow a one-foot landscape buffer adjacent to the interior east property line where eight feet is the minimum required.
    - To allow a 44-foot residential adjacency setback where 99 feet is required.

- The applicant has requested the following Exceptions from Title 19.08.040 development standards. Staff does not support the applicant's request:
    - To allow 14 perimeter landscape buffer trees where 17 trees are required, where one 24-inch box tree with four shrubs is required per 20 linear feet within the landscape buffer areas.
    - To allow zero interior parking lot islands and end cap trees, where three are required, based on one parking lot island 24-inch box tree per six uncovered spaces, plus one tree at the end of each row of spaces.
- On April 7th, 2022 the applicant submitted revised elevation and floor plan drawings for the subject site.
- On May 17th, 2022 the applicant submitted a revised site plan and landscape plan drawing, which re-oriented the building to the Bonanza Road right-of-way on the southern perimeter of the subject site.

ANALYSIS

The subject site is located within the Downtown Las Vegas – Cashman District (Area 2), which allows all deviations from Title 19 development standards to be addressed as waivers associated with the Site Development Plan Review (21-0379-SDR1). The site is approximately 0.26 acres and consist of two parcels zoned R-1 (Single Family Residential) and P-R (Professional Office and Parking) with a MXU (Mixed Use) General Plan land use designation. The MXU (Mixed Use) General Plan land use designation allows the R-E (Residence Estates), R-MH (Mobile/Manufactured Home), R-1 (Single Family Residential), R-2 (Medium-Low Density Residential), R-3 (Medium Density Residential, R-4 (High Density Residential), R-TH (Single Family Attached), O (Office), P-O (Professional Office), C-1 (Limited Commercial) and C-2 (General Commercial) zoning districts.

The applicant has proposed a Rezoning (21-0379-ZON1) from R-1 (Single Family Residential) and P-R (Professional Office and Parking) to C-1 (Limited Commercial), which allows the proposed Mixed-Use development as a conditional land use. The C-1 (Limited Commercial) zoning district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. Staff has determined that although the proposed C-1 (Limited Commercial) zoning district is consistent with the existing MXU (Mixed Use) General Plan land use designation, the allowable land uses associated with the proposed C-1 (Limited Commercial) zoning district are not compatible with the adjacent single-family residential properties that are zoned R-1 (Single Family Residential). Therefore, staff recommends denial of this request.

A Mixed-Use development is defined as "The vertical integration of residential uses and commercial or civic uses within a single building or a single development, where the uses share pedestrian access, vehicular access, parking functions, or any combination thereof..." The proposed use meets the definition as the development will have 4,045 square feet of commercial floor space designated as Office, Other than Listed along the first floor of the development adjacent to 1st Street and Bonanza Road with 18 multi-family residential units above.

The Conditional Use Regulations for this use include:

1. Residential uses permitted as of right in the R-3 and R-4 Zoning Districts may be permitted by means of a Special Use Permit within a C-PB, P-O or O Zoning District.

   The proposed use meets this requirement as the property is proposed to be zoned C-1 (Limited Commercial) and multi-family residential is allowed in the R-3 and R-4 zoning districts within a Mixed-Use Development.

2. Commercial uses or civic uses shall at a minimum be located at the ground level fronting the primary public rights-of-way and may extend beyond the ground floor. The principal entryway to access those uses, whether individually or collectively shall be directly accessed from and oriented to the public sidewalk.

   The proposed use meets this requirement by providing 4,045 square feet of commercial tenant space on the ground level of the building on the south perimeter of the site fronting onto Bonanza Road.

3. Residential uses shall not be permitted on the ground floor fronting on primary public rights-of-way, but may be located at or above the second level of the building. Residential uses may be located on the ground floor of any building or portion thereof that is located at the interior of the development site and does not front on an arterial or collector streets.

   The proposed use meets this requirement as the 18 residential units are proposed to be located on the second and third level of the development.

4. Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08. Parking structures shall not be located along the street frontages of the development site, but shall be screened from view of the adjacent rights-of-way by the principal building(s).

A Special Use Permit (21-0379-SUP1) is required for this condition, as six parking spaces are located on the southern perimeter of the building on the surface level adjacent to 1st Street and Bonanza Road that are not screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08. Staff does not support the requested Special Use Permit as the lack of proper landscaping screening materials will create a negative impact to the surrounding area.

The subject site is located within the Downtown Las Vegas – Cashman District (Area 2), which allows all deviations from Title 19 development standards to be addressed as waivers associated with the Site Development Plan Review (21-0379-SDR1). The proposed mixed use building has been oriented to the northern perimeter of the site with six surface level parking spaces and an entrance to 12 parking space lower level parking garage on the southern perimeter of the subject site. The applicant has proposed multiple waivers of Title 19 development standards associated with the proposed development which are listed below:

- To allow 17 parking spaces where 56 parking spaces are required for a proposed 4,862 square-foot commercial office space and 18-unit multi-family mixed use development.
- To allow a six-foot front yard setback from 1st Street where 10 feet is required.
- To allow a zero-foot corner side yard setback from the south property line where 10 feet is required.
- To allow a five-foot rear yard setback from the east property line where 20 feet is required.
- To allow a 12-foot landscape buffer adjacent to a portion of the 1st Street right-of way where 15 feet is the minimum required.
- To allow a 14-foot landscape buffer adjacent to a portion of the Bonanza Road right-of-way where 15 feet in the minimum required.
- To allow a zero-foot landscape buffer adjacent to the interior north property line where eight feet is the minimum required.
- To allow a one-foot landscape buffer adjacent to the interior east property line where eight feet is the minimum required.
- To allow a 44-foot residential adjacency setback where 99 feet is required.

In addition, the applicant has proposed the following exceptions to Title 19 development standards, which are listed below:

- To allow 14 perimeter landscape buffer trees where 17 trees are required, where one 24-inch box tree with four shrubs is required per 20 linear feet within the landscape buffer areas.
- To allow zero interior parking lot islands and end cap trees, where three are required, based on one parking lot island 24-inch box tree per six uncovered spaces, plus one tree at the end of each row of spaces.

The Clark County School District projects that approximately five additional primary and secondary school students will be generated by the proposed development on this site. Of the three levels of schools serving the area (Squires Elementary, JD Smith Middle School and Rancho High School) only Rancho High School is over capacity for the 2021-2022 school year at approximately 32 percent over capacity.

The Appendix F Interim Downtown Las Vegas Development Standards indicate that the Cashman District's primary goal is to create, "A community of entrepreneurs anchored by sports culture." The documents further states, "There is tremendous redevelopment potential to create a new mixed community that provides a sports and entertainment core of activity." It has been determined by staff that although the Mixed Use land use is appropriate for the surrounding area, the site design of the proposed Mixed Use development does not fall in line with the vision for the Cashman District. Furthermore, due to the multiple waivers and exceptions of Title 19 development standards associated with this project, staff has determined the proposed project is not compatible with surrounding development in the area and will have a negative impact to the adjacent single-family residential properties located to the north and east of the subject site. Therefore, staff recommends denial of this project.

FINDINGS (21-0379-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed Rezoning from R-1 (Single Family Residential) and P-R (Professional Office and Parking) to C-1 (Limited Commercial) would be in conformance with the existing MXU (Mixed Use) 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 the allowable land uses associated with the proposed C-1 (Limited Commercial) zoning district are not compatible with the adjacent single-family residential properties that are zoned R-1 (Single Family Residential); therefore, staff recommends denial of this request.

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 site is accessed by 1st Street a 50-foot Local Street as designated by Title 13 and Bonanza Road, a 90-foot Primary Arterial as designated by the Master Plan of Streets and Highways, which will provide adequate capacity to serve the subject site.

FINDINGS (21-0379-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. The proposed development is compatible with adjacent development and development in the area;

The proposed mixed use development is not compatible with the adjacent single-family residential developments in the area, as evidenced by the multiple waivers and exceptions to address insufficient building setbacks, insufficient perimeter landscaping buffers, to allow insufficient residential adjacency setbacks; and deviations from required perimeter and interior parking lot planting materials. These standards were put in place to protect adjacent residential development and create a more aesthetically pleasing project.

2. The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;

The proposed mixed use development does not comply with established Title 19 Appendix F Interim Downtown Las Vegas Area 2 development standards, which require conformance to Title 19.08 and 19.12 development standards.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

The site is accessed by 1st Street a 50-foot Local Street as designated by Title 13 and Bonanza Road, a 90-foot Primary Arterial as designated by the Master Plan of Streets and Highways, which will provide adequate capacity to serve the subject site. The Department of Public Works has added a condition of approval which will require the applicant to submit an on-site circulation and queueing analysis and pedestrian access analysis for approval by the city traffic engineer prior to the issuance of permits for this site.

4. Building and landscape materials are appropriate for the area and for the City;

The project design and style is not appropriate for the subject location and will not be harmonious with adjacent single-family residential properties located to the north and east of the subject site. The submitted building elevations indicate building facades will have a combination of "Light Tan", "Light Gray", "Gray" , "Tan" , "Brown", and "Black" stucco building façade with "light tan cultured stone" accents. The proposed landscape buffers will have a combination of 30-foot tall Red Rock Oak trees and shrubs which are consistent with the Southern Nevada Regional Plant List.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The design characteristics of the proposed building elevations are not unsightly, undesirable, or obnoxious. However the proposed mixed use development scale and building placement is not compatible with the existing adjacent single-family residential properties located to the north and east of the subject site, as evidenced by the multiple waivers and exceptions to address insufficient building setbacks, insufficient perimeter landscaping buffers, to allow insufficient residential adjacency setbacks; and deviations from required perimeter and interior parking lot planting materials.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

The proposed mixed use development will be subject to inspections in order to protect the public health, safety and general welfare by City staff.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/20/71	The Board of City Commissioners approved a Rezoning and Plot Plan (Z-0084-70) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) for a proposed Professional Office use at the northeast corner of Bonanza Road and First Street. The Planning Commission recommended approval.
04/22/71	The Board of Zoning Adjustment withdrew a request for a Variance (V-0016-71) to allow a flashing neon on premise sign containing 43 square feet in area where only 12 square feet is permitted and to a height of 18'2" where only five feet is permitted on property located at the northeast corner of Bonanza Road and First Street.
06/16/71	The Board of City Commissioners approved a Rezoning (Z-0033-71) from P-R (Professional Office and Parking) to C-1 (Limited Commercial) for an existing Bailbond Service use at the northeast corner of Bonanza Road and First Street. The rezoning was intended to allow the existing business to have a larger sign than that permitted in the P-R (Professional Office and Parking). Planning Commission recommended approval.
07/03/06	A Code Enforcement case (#44022) was processed for possible vagrants/squatters and/or drug house at 600 North 1st Street. The case was resolved on 07/08/06.
07/28/06	A Code Enforcement case (#44981) was processed for many people coming and going all hours of the day and night, boarded up windows, refuse, and liter at 600 North 1st Street. The case was resolved on 09/08/06.
04/03/07	A Code Enforcement case (#51849) was processed for a mold problem at 602 North 1st Street. The case was resolved on 05/11/07.
04/22/07	A Code Enforcement case (#52412) was processed for auto repair activities at a vacant house at 600 North 1st Street. The case was resolved on 04/23/07.
04/22/08	A Code Enforcement case (#64841) was processed for vegetation growing into the right-of-way at 602 North 1st Street. The case was resolved on 05/05/08.
10/23/12	A Code Enforcement case (#121332) was processed for a vacant home with refuse, waste and an illegal addition at 602 North 1st Street. The case was resolved on 03/11/13.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/03/13	A Code Enforcement case (#129546) was processed for single family dwelling previously an accessible and abandoned dwelling unit has now caught fire and continuously supports a dangerous condition at 602 North 1st Street. The case was resolved on 06/17/13.
08/21/13	A Code Enforcement case (#132407) was processed for a large hole in the ground near the sidewalk at 602 North 1st Street. The case was resolved on 08/23/13.
04/06/16	The Department of Planning administratively approved a request for a Minor Amendment (SDR-63109) to a previously approved Site Development Plan Review (Z-0084-70) for a proposed 320 square-foot expansion of an existing 896 square-foot office building with parking lot re-striping at 600 North 1st Street.
05/16/19	A Code Enforcement case (#CE-200195) was processed for dumping boxes on an empty lot at 602 North 1st Street. The case was resolved on 05/29/19.
08/20/19	A Code Enforcement case (#CE19-02074) was processed for a car with for sale sign on empty lot, with trash and debris at 602 North 1st Street. The case was resolved on 09/17/19.
09/24/19	A Code Enforcement case (#CE19-02967) was processed for dumping trash and debris on a vacant lot at 602 North 1st Street. The case was resolved on 10/21/19.
01/11/22	The Planning Commission voted (7-0) to hold in ABEYANCE 21-0379 [ZON1, SUP1 and SDR1] to the February 8, 2022 Planning Commission meeting.
02/08/22	The Planning Commission (6-0 vote) recommends DENIAL of the following Land Use Entitlement project requests on 0.26 acres at 600 and 602 North 1st Street (APNs 139-27-810-008 and 009), Ward 5 (Crear). •21-0379-ZON1 - - REZONING - FROM: R-1 (SINGLE FAMILY RESIDENTIAL) AND P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-2 (GENERAL COMMERCIAL) •21-0379-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED MIXED USE DEVELOPMENT •21-0379-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED THREE-STORY TALL, 18-UNIT MIXED-USE DEVELOPMENT WITH 4,862 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS AREA 2 DEVELOPMENT STANDARDS
4/20/2022	The City Council voted to hold this iem in abeyance to the May 18, 2022 City Council Meeting.

Most Recent Change of Ownership	
07/06/12	A deed was recorded for a change in ownership. (600 N. 1st Street – APN 139-27-810-009)
07/30/13	A deed was recorded for a change in ownership. (602 N. 1st Street – APN 139-27-810-008)

Related Building Permits/Business Licenses	
08/16/06	A building permit (#71097) was issued for minor electrical work at 600 North 1st Street. The permit final inspection was completed on 10/05/06.
08/22/11	A business license (#P50-02973) was issued for mental health services at 600 North 1st Street. The license is still active.
01/16/13	A business license (#M18-05663) was issued for life skills training at 600 North 1st Street. The license went inactive on 07/01/14.
06/10/13	A building permit (#R-237930) was issued for demolition of an entire single family dwelling at 602 North 1st Street. The permit final inspection was completed on 06/19/13.
11/24/14	A business license (#G62-09536) was issued for a personal care agency at 600 North 1st Street. The license is still active.
06/02/16	A building permit (#C-316879) was issued for an office addition at 600 North 1st Street. The permit final inspection has not been completed.
	A building permit (#PRC-64498) was issued for an office addition and on-site work at 600 North 1st Street. The permit final inspection has not been completed.
	A building permit (#C-316884) was issued for on-site work at 600 North 1st Street. The permit final inspection has not been completed.
06/20/16	A building permit (#C-320400) was issued for trusses at 600 North 1st Street. The permit final inspection was completed on 06/27/16.
07/27/18	A building permit (#C18-03173) was issued for building water and sewer repairs/replacements at 600 North 1st Street. The permit final inspection was completed on 07/30/18.

Pre-Application Meeting	
06/14/21	A pre-application meeting was conducted with the applicant to go over the application materials and submittal requirements for a Rezoning and Site Development Plan Review for a proposed Mixed-Use development on the subject site.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
11/29/21	The subject site is currently undeveloped, as the existing structures have been demolished and removed. The site is partially paved and surrounded by a perimeter chain-link fence. Staff noted that high weeds are present within the portions of the interior of the subject site.

Details of Application Request	
Site Area	
Net Acres	0.26

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Other than Listed	MXU (Mixed Use)	P-R (Professional Office and Parking)
	Single-Family Detached Dwelling		R-1 (Single Family Residential)
North	Single-Family Detached Dwelling	MXU (Mixed Use)	R-1 (Single Family Residential)
South	Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
	Single-Family Detached Dwelling		R-4 (High Density Residential)
East	Single-Family Detached Dwelling	MXU (Mixed Use)	R-1 (Single Family Residential)
West	Warehouse/Distribution Center	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)

Master and Neighborhood Plan Areas	***Compliance***
Downtown North Land Use Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 2 (Cashman District)	Y

Other Plans or Special Requirements	*Compliance*
Trails (Bonanza Trail – Sidewalk Trail)	Y
Las Vegas Redevelopment Plan (Area 1)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.080, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	115 Feet	Y
Min. Setbacks			
•Front (1st Street)	10 Feet	6 Feet	N*
•Side (north)	10 Feet	44 Feet	Y
•Corner (south)	10 Feet	0 Feet	N*
•Rear (east)	20 Feet	5 Feet	N*
Max. Lot Coverage	50 %	43 %	Y
Max. Building Height	N/A	33 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*The applicant has requested a Waiver to allow a six-foot front yard setback and zero-foot corner side yard setback where 10 feet is required; and to allow and five-foot rear yard setback where 20 feet is required.

Pursuant to Title 19.08.040, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	99 Feet	44 Feet	N*
Trash Enclosure	50 Feet	90 Feet	Y

*The applicant has requested a Waiver to allow a 44-foot residential adjacency setback where 99 feet is required.

Existing Zoning	***Permitted Density***	***Units Allowed***
P-R (Professional Office and Parking)	N/A	0
R-1 (Single Family Residential)	1 Dwelling Unit	1
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-1 (Limited Commercial)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
MXU (Mixed Use)	N/A	N/A

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: •North •South •East •West	 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet	 5 Trees 5 Trees 4 Trees 3 Trees	 0 Trees 5 Trees 4 Trees 5 Trees	 N* Y Y Y
TOTAL PERIMETER TREES		**17 Trees**	**14 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	3 Trees	0 Trees	N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width •North •South •East •West	 8 Feet 15 Feet 8 Feet 15 Feet		 0 Feet 14 Feet 1 Feet 12 Feet	 N*** N*** N*** N***
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	Y

* The applicant has requested an Exception of required perimeter landscape materials.
** The applicant has requested an Exception of required interior parking lot landscape materials.
*** The applicant has requested Waivers of required perimeter landscape development standards.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
1st Street	Local Street	Title 13	50	Y
Bonanza Road	Primary Arterial	Master Plan of Streets & Highways	90	Y

Parking Requirement – Downtown – Area 2							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail Store, Other than Listed	4,862 SF	1:175	27.78 (28)				
Multi-Family Residential	14 – One Bedroom Units	1.25 per Unit	17.5 (18)				
	4 – Two Bedroom Units	1.75 per Unit	7				
	Guest Parking	1:6	3				
TOTAL SPACES REQUIRED			56		17		N*
Regular and Handicap Spaces Required			53	3	16	2	N*
Loading Spaces	Less than 10,000 SF	1			0		N*

* The applicant has requested a Waiver to allow 17 parking spaces where 56 parking spaces are required and to allow zero loading spaces where one is required. The submitted Floor Plan indicates seven (5) parking spaces above ground and 12 additional spaces located within the basement level.

Waivers		
Requirement	***Request***	***Staff Recommendation***
Pursuant to Title 19.12 the proposed 4,862 square-foot office and 18-unit multi-family mixed use development will require 56 parking spaces.	To allow 17 parking spaces where 56 parking spaces are required.	Denial
Pursuant to Title 19.08.080 a 10-foot front yard setback is required	To allow a six-foot front yard setback from 1st Street.	Denial
Pursuant to Title 19.08.080 a 10-foot corner side yard setback is required.	To allow a zero-foot corner side yard setback from the south property line.	Denial
Pursuant to Title 19.08.080 a 20-foot rear yard setback is required.	To allow a five-foot rear yard setback from the east property line.	Denial
Pursuant to Title 19.08.080 a 15-foot landscape buffer is required adjacent rights-of way.	To allow a 12-foot landscape buffer adjacent to a portion of the 1st Street right-of way.	Denial
	To allow a 14-foot landscape buffer adjacent to a portion of the Bonanza Road right-of-way.	Denial
Pursuant to Title 19.08.080 an eight-foot landscape buffer is required adjacent the interior lot lines.	To allow a zero-foot landscape buffer adjacent to the interior north property line.	Denial
	To allow a one-foot landscape buffer adjacent to the interior east property line.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One 24-inch box tree with four shrubs is required per 20 linear feet within the landscape buffer areas.	To allow 14 landscape buffer trees where 17 trees are required.	Denial
One tree per six uncovered spaces, plus one tree at the end of each row of spaces.	To allow zero trees, where three trees should be required within parking lot islands or at the end of a row of parking spaces	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) 602 N 1st Street

Project Name Bonanza and 1st **Proposed Use** _____

Assessor's Parcel #(s) 139-27-810-008 **Ward #** 5 - Crear

General Plan: Existing MXU Proposed _____ **Zoning:** Existing R-1 Proposed C-1

Additional Information _____

Property Owner Jovan Jackson Contact _____

Address 604 Taliput Palm Place City Henderson State NV Zip 89011

E-mail _____ Phone _____

Applicant Destiny Homes, LLC Contact Gus Misherfi

Address 2305 Diamondback Drive City Las Vegas State NV Zip 89117

E-mail gus@destinyhomesllc.com Phone 702-338-0792

Representative Kaempfer Crowell Contact Stephanie Allen

Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135

E-mail sha@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

• I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

• Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Jovan Jackson

Subscribed and sworn before me

This 12th day of May, 20 21

_____

Notary Public in and for said County and State

EBUKA ANTHONY IKEH
Notary Public State of Nevada
Appointment No. 20-5208-01
My Appointment Expires 01-12-2023

21-0379

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) 600 N 1st Street

Project Name Bonanza and 1st **Proposed Use** _____

Assessor's Parcel #(s) 139-27-810-009 **Ward #** 5 - Crear

General Plan: Existing MXU Proposed _____ **Zoning:** Existing P-R Proposed C-1

Additional Information _____

Property Owner John F. Jackson Contact _____

Address 6764 Philippe Allen Avenue City Las Vegas State NV Zip 89110

E-mail _____ Phone _____

Applicant Destiny Homes, LLC Contact Gus Misherfi

Address 2305 Diamondback Drive City Las Vegas State NV Zip 89117

E-mail gus@destinyhomesllc.com Phone 702-338-0792

Representative Kaempfer Crowell Contact Stephanie Allen

Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135

E-mail sha@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature John F. Jackson

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name John F. Jackson

Subscribed and sworn before me

This 11th day of May, 20 24

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Notary Public-State of Nevada
Appointment No. 20-5008101
My Appointment Expires 01-12-2023

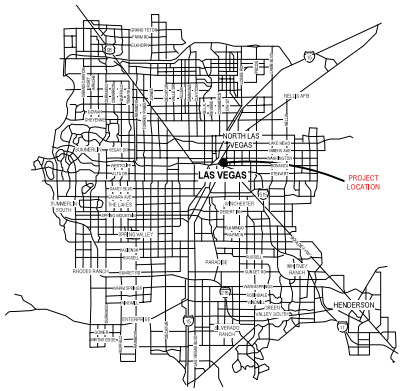
21-0379
11/18/2021

SYMBOL LEGEND

- KEYNOTE, SEE LEGEND
- WINDOW TAG, SEE SCHEDULE
- DOOR TAG, SEE SCHEDULE
- REVISION
- ROOM # / NAME / ROOM SF
- SECTION DETAIL / SECTION SHEET
- ELEVATION MARKER DETAIL VIEW / ELEVATION MARKER SHEET
- PROPERTY LINE TAG
- SLOPE
- ARCHITECTURAL STEP
- CEILING HEIGHT

City Council - Page 673





VICINITY MAP

Level 1 Area Schedule

Name	Area
TENANT #1	1980.28 SF
TENANT #2	1193.72 SF
TENANT #3	871.27 SF
ENTRANCE	259.31 SF
ELV	106.19 SF
WEST STAIRS	225.44 SF
EAST STAIRS	225.37 SF
7	4861.58 SF
7	4861.98 SF

Level 2 Area Schedule

Name	Area
1 - BED	
UNIT 201	398.12 SF
UNIT 202	408.54 SF
UNIT 204	408.54 SF
UNIT 205	398.12 SF
UNIT 206	398.12 SF
UNIT 208	398.12 SF
6	2409.54 SF
1 - BED ADA	
UNIT 203	408.54 SF
1	408.54 SF
2 - BED	
UNIT 207	405.73 SF
1	405.73 SF
2 - BED ADA	
UNIT 209	671.45 SF
1	671.45 SF
9	3895.26 SF

Level 3 Area Schedule

Name	Area
1 - BED	
UNIT 301	398.12 SF
UNIT 302	408.54 SF
UNIT 309	398.12 SF
UNIT 306	398.12 SF
UNIT 305	398.12 SF
UNIT 304	408.54 SF
6	2409.54 SF
1 - BED ADA	
UNIT 303	408.54 SF
1	408.54 SF
2 - BED	
UNIT 307	525.57 SF
UNIT 308	525.57 SF
2	1051.14 SF
9	3669.23 SF

COLORS & MATERIALS:
MAIN WALLS WILL BE A WHITE STUCCO
POPOUTS WILL BE A GRAY TO PROVIDE CONTRAST WITH THE BUILDING DEPTHS.
WINDOWS & DOORS WILL HAVE BLACK TRIMS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	5 GAL	67
	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	5 GAL	6
	Q. B. 'RED ROCK'	RED ROCK OAK	30' TALL	3

10 0 5 10
(IN FEET)
1 INCH = 10 FT.
TRUE NORTH

21-0379
04/07/2022

DESTINY HOMES LLC

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2305 DIAMONDBACK DR
LAS VEGAS NV 89117
P. (702) 338-0792
E. GUS@DESTINYHOMESLLC.COM

BONANZA & 1ST MULTI-USE
600 N. 1ST ST.
LAS VEGAS, NV 89101
APN: 136-27-810-009

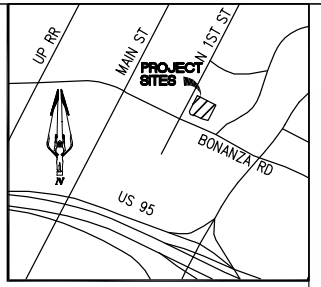
SITE PLAN
SCALE: As indicated

SHEET NUMBER
A1.1

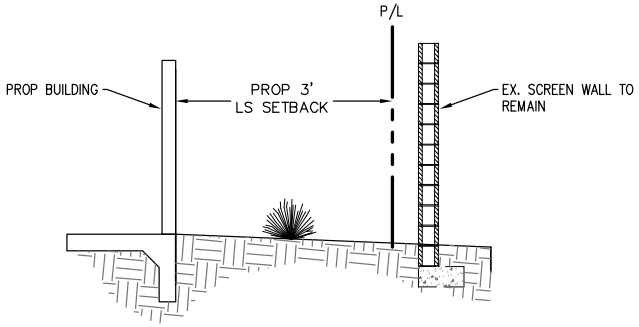
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03/30/2022

LANDSCAPE PLAN FOR BONANZA & 1ST MULTI-USE

APN: 139-27-810-008 & 139-27-810-009

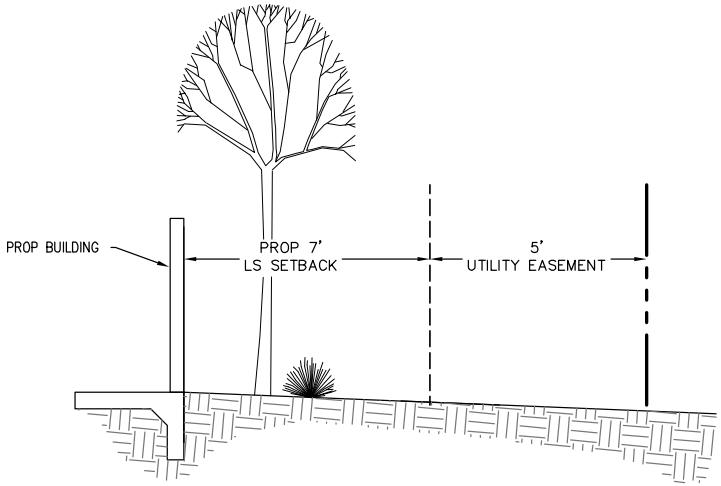


VICINITY MAP
NOT TO SCALE



A TYPICAL LANDSCAPE SECTION (NE)

NOT TO SCALE



B TYPICAL LANDSCAPE SECTION (EAST)

NOT TO SCALE

PLANT LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	REMARKS
	TREES				
	Q. B. 'RED ROCK'	RED ROCK OAK	30' TALL	TBD	
	CERCIDIUM FLORIDUM	BLUE PALO VERDE	24" BOX	TBD	MULTI TRUNK
	PROSOPIS GLANDULOSA TORREYANA	WESTERN HONEY MESQUITE	24" BOX	TBD	
	SHRUBS/GROUNDCOVERS				
	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	5 GAL	TBD	18" O.C. MIN.
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	5 GAL.	TBD	18" O.C. MIN.

21-0379
11/18/2021

LANDSCAPE PLAN FOR
BONANZA + 1ST MULT-USE

City Council - Page 674

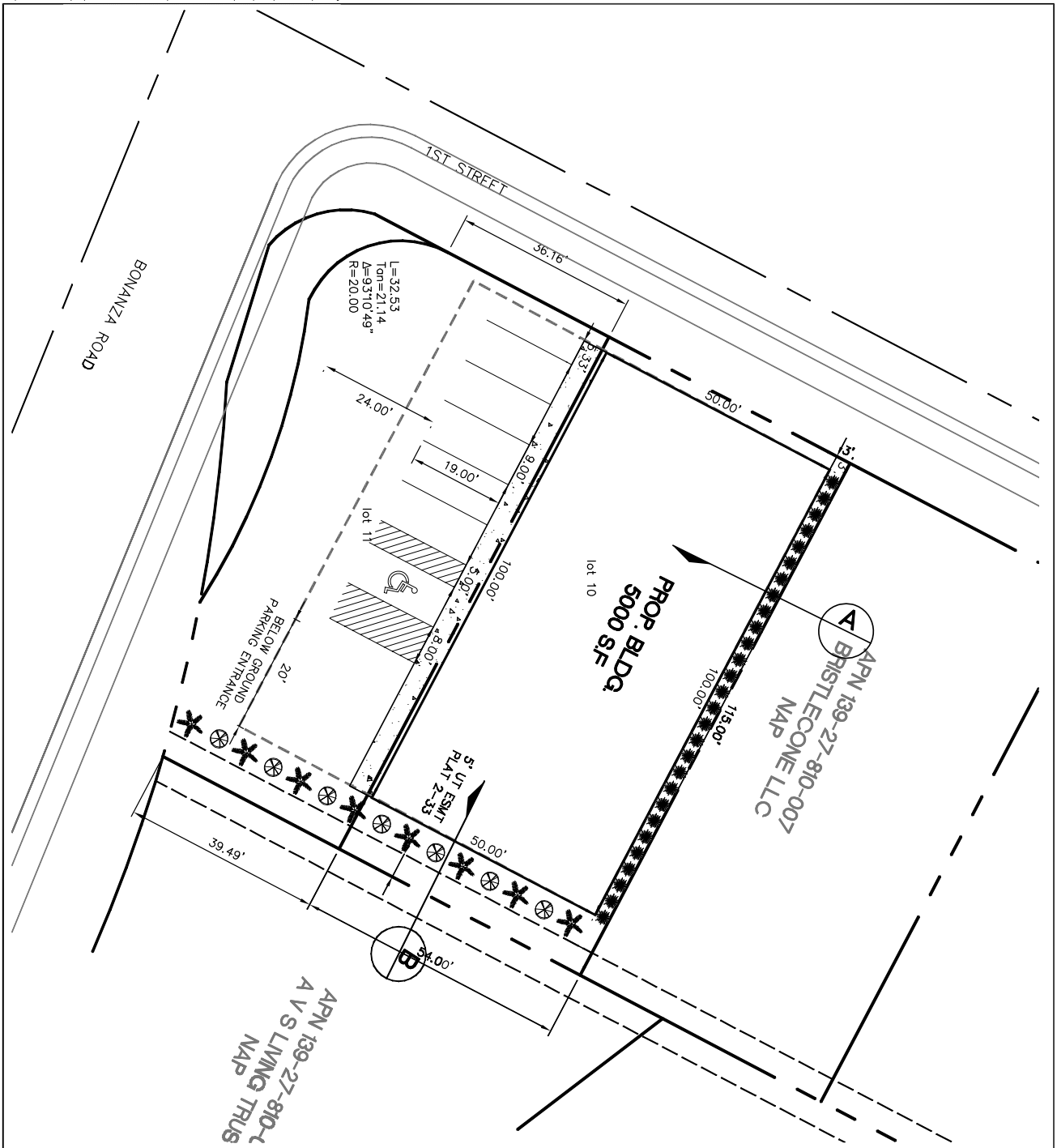
MAY, 2021

JOB#

SHEET 1 OF 3

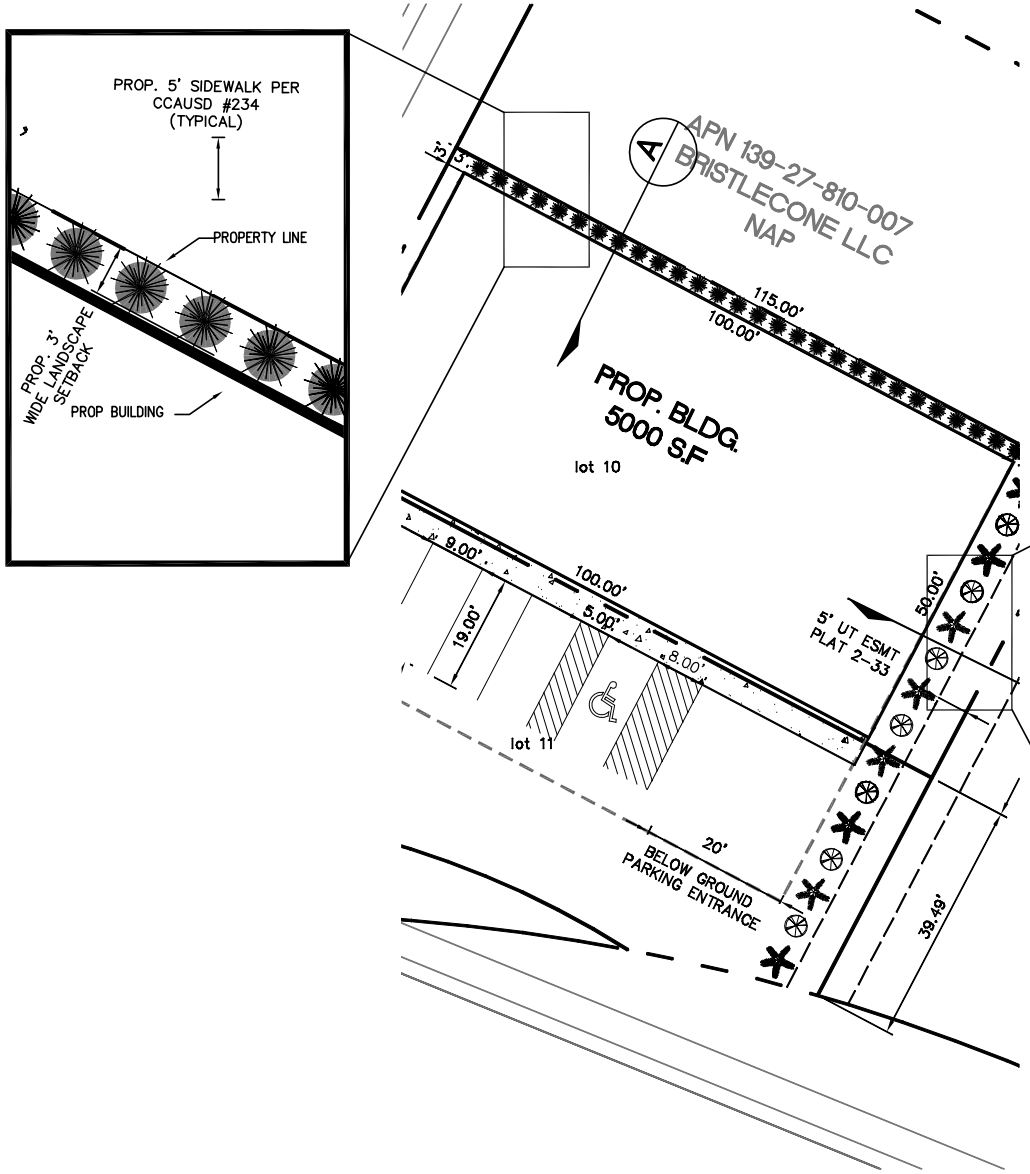
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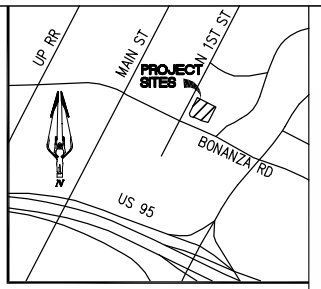
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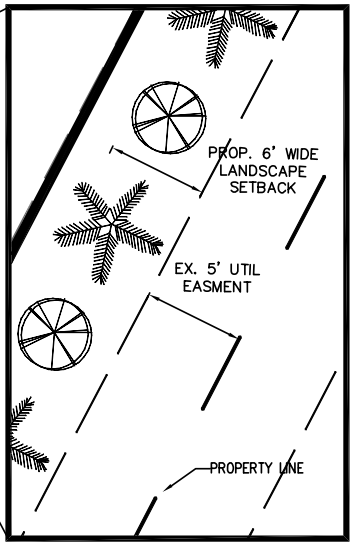


21-0379
11/18/2021

JOB#	LANDSCAPE PLAN FOR BONANZA + 1ST MULT-USE	
SHEET 2 OF 3	MAY, 2021	







PROP BUILDING

21-0379
11/18/2021

LANDSCAPE PLAN FOR
BONANZA + 1ST MULT-USE

City Council - Page 676

MAY, 2021

JOB#

SHEET 3 OF 3

DESTINY HOMES

DESTINY HOMES CONSTRUCTION LLC
2305 DIAMONDBACK DR
LAS VEGAS NV 89117
E: GUS@DESTINYHOMESLLC.COM
P: (702) 338-0792

BONANZA & 1ST MULTI-USE
600 N 1ST ST.
LAS VEGAS NV 89101
APN: 138-27-810-009

BASEMENT FLOOR PLAN

SCALE: 1/4" = 1'-0"

SHEET NUMBER A2.0

ISSUE DATE 03/30/2022

PROJECT NORTH

(IN FEET)
1/4" = 1'-0"

SYMBOL LEGEND

KEYNOTE
SEE LEGEND

WINDOW TAG
SEE SCHEDULE

DOOR TAG
SEE SCHEDULE

REVISION

ROOM #
ROOM NAME
ROOM SF

SECTION DETAIL
SECTION SHEET

ELEVATION MARKER
DETAIL VIEW

ELEVATION MARKER
SHEET

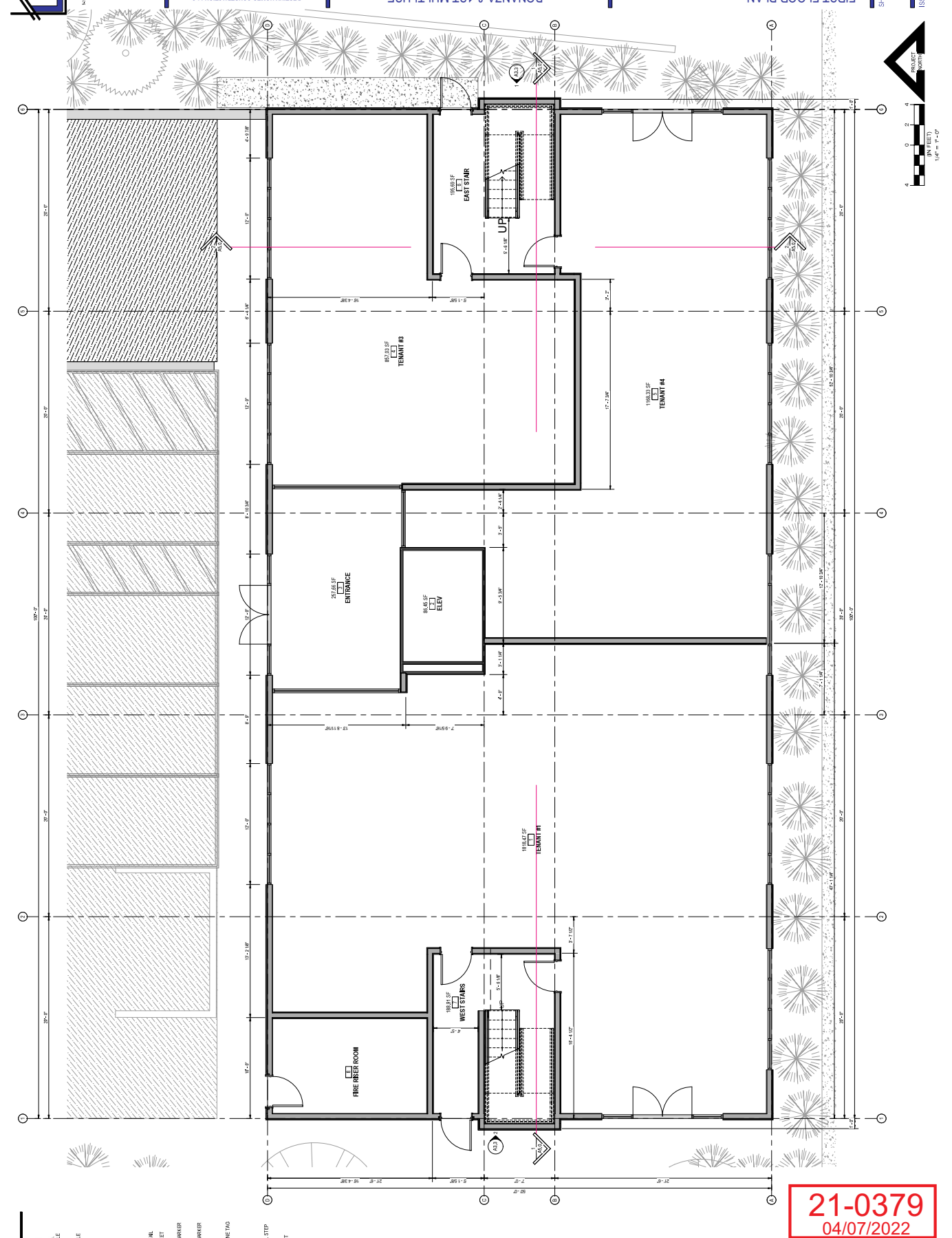
PROPERTY LINE TAG
Distance

SLOPE

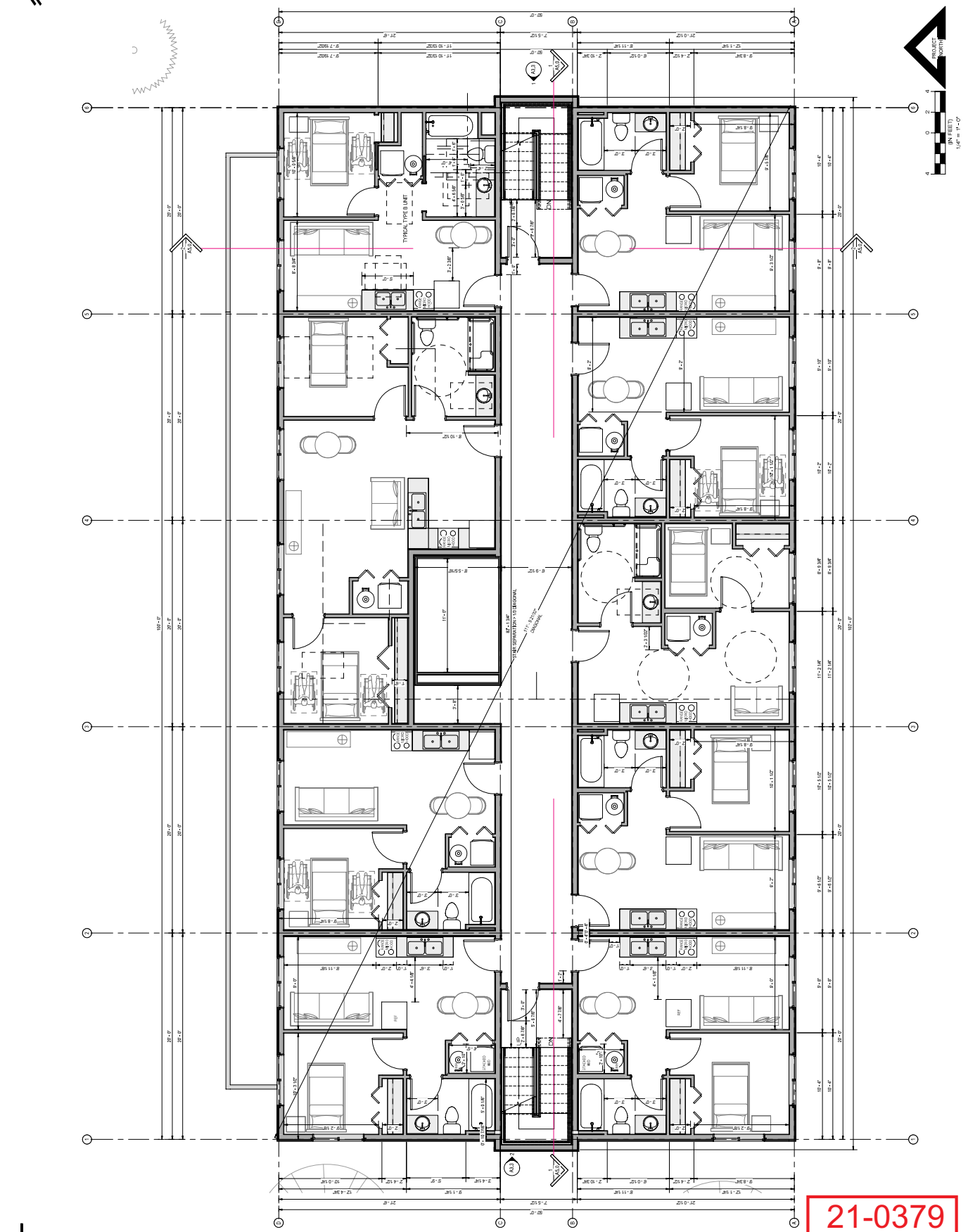
ARCHITECTURAL STEP

CEILING HEIGHT

21-0379
04/07/2022



21-0379
04/07/2022



21-0379
04/07/2022

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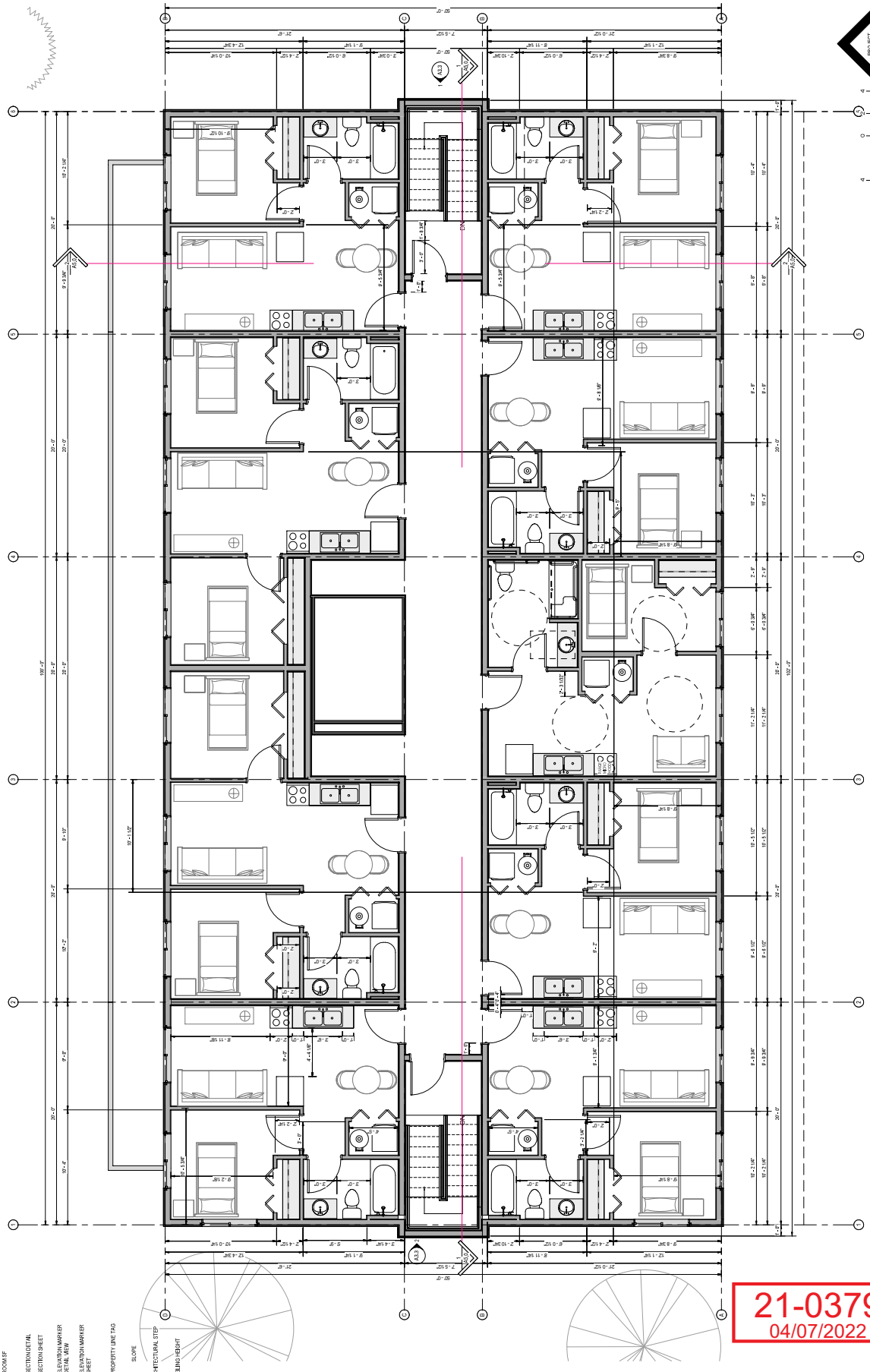
BONANZA & 1ST MULTI-USE
600 N 1ST ST
LAS VEGAS NV 89101
APN: 138-27-810-009

THIRD FLOOR PLAN

SCALE: 1/4" = 1'-0"

SHEET NUMBER A2.3

ISSUE DATE 03/30/2022



SYMBOL LEGEND

KEYNOTE
SEE LEGEND

WINDOW TAG
SEE SCHEDULE

DOOR TAG
SEE SCHEDULE

REVISION

ROOM #
ROOM NAME
ROOM SF

SECTION DETAIL
SECTION SHEET

ELEVATION MARKER
DETAIL #/EW
ELEVATION MARKER
SHEET

PROPERTY LINE/TAG
Distance

SLOPE

ARCHITECTURAL STEP

CEILING HEIGHT

21-0379
04/07/2022

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BONANZA & 1ST MULTI-USE
600 N 1ST ST
LAS VEGAS NV 89101
APN: 138-27-810-009

ELEVATIONS

SCALE: 1/4" = 1'-0"

SHEET NUMBER A3.1

ISSUE DATE 03/30/2022

1 FRONT / NORTH ELEVATION
1/4" = 1'-0"

21-0379
04/07/2022

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600 N 1ST ST.
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APN: 138-27-810-009

ELEVATIONS

SCALE: 1/4" = 1'-0"

SHEET NUMBER A3.2

ISSUE DATE 03/30/2022

PROPERTY LINE

(IN FEET)
1/4" = 1'-0"

1 SOUTH / REAR ELEVATION
1/4" = 1'-0"

21-0379
04/07/2022

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BONANZA & 1ST MULTI-USE
600 N 1ST ST.
LAS VEGAS NV 89101
APN: 138-27-810-009

ELEVATIONS

SCALE: As indicated

SHEET NUMBER A3.3

ISSUE DATE 03/30/2022

21-0379
04/07/2022

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) 602 N 1st Street

Project Name Bonanza and 1st **Proposed Use** _____

Assessor's Parcel #(s) 139-27-810-008 **Ward #** 5 - Crear

General Plan: Existing MXU Proposed _____ **Zoning:** Existing R-1 Proposed C-1

Additional Information _____

Property Owner Jovan Jackson Contact _____

Address 604 Taliput Palm Place City Henderson State NV Zip 89011

E-mail _____ Phone _____

Applicant Destiny Homes, LLC Contact Gus Misherfi

Address 2305 Diamondback Drive City Las Vegas State NV Zip 89117

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Appointment No. 20-5208-01
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Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
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Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

Project Address (Location) 600 N 1st Street

Project Name Bonanza and 1st **Proposed Use** _____

Assessor's Parcel #(s) 139-27-810-009 **Ward #** 5 - Crear

General Plan: Existing MXU Proposed _____ **Zoning:** Existing P-R Proposed C-1

Additional Information _____

Property Owner John F. Jackson Contact _____

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E-mail _____ Phone _____

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Partner(s) _____

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Subscribed and sworn before me

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Appointment No. 20-5008101
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21-0379
11/18/2021

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BONANZA & 1ST MULTI-USE
600 N 1ST ST.
LAS VEGAS NV 89101
APN: 138-27-810-009

SITE PLAN

SCALE: As indicated

SHEET NUMBER A1.0

ISSUE DATE 05/17/2022

Level 3 Area Schedule		
Name		Area
1 BED		
UNIT 301		368.12 SF
UNIT 302		403.54 SF
UNIT 303		368.12 SF
UNIT 304		368.12 SF
UNIT 305		368.12 SF
UNIT 306		403.54 SF
6		2409.54 SF
1 BED ADA		
UNIT 303		403.54 SF
1		403.54 SF
2 BED		
UNIT 307		525.57 SF
UNIT 308		525.57 SF
2		1051.14 SF
9		3869.23 SF

Level 2 Area Schedule		
Name		Area
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UNIT 201		368.12 SF
UNIT 202		403.54 SF
UNIT 204		403.54 SF
UNIT 205		368.12 SF
UNIT 206		368.12 SF
UNIT 208		368.12 SF
6		2409.54 SF
1 BED ADA		
UNIT 203		403.54 SF
1		403.54 SF
2 BED		
UNIT 207		403.75 SF
1		403.75 SF
2 BED ADA		
UNIT 209		671.46 SF
1		671.46 SF
9		3886.26 SF

Level 1 Area Schedule		
Name		Area
TENANT #1		1960.28 SF
TENANT #2		1 910.72 SF
TENANT #3		870.27 SF
ENTRANCE		709.14 SF
LOBBY		709.18 SF
WEST STAIRS		225.44 SF
EAST STAIRS		226.37 SF
7		4361.58 SF
7		4361.58 SF

SYMBOL LEGEND

KEYNOTE SEE LEGEND
WINDOW TAG SEE SCHEDULE
DOOR TAG SEE SCHEDULE
REVISION
ROOM # / ROOM NAME / ROOM SF
SECTION DETAIL / SECTION SHEET
ELEVATION MARKER DETAIL #/VIEW
ELEVATION MARKER SHEET
PROPERTY LINE TAG
SLOPE
ARCHITECTURAL STEP
CEILING HEIGHT

21-0379
05/17/2022

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BONANZA & 1ST MULTI-USE
600 N 1ST ST.
LAS VEGAS NV 89101
APN: 138-27-810-009

LANDSCAPE PLAN

SCALE: As indicated

SHEET NUMBER A1.1

ISSUE DATE 05/17/2022

PLANT LEGEND					
SYMBOL	QUANTY	BOTANICAL NAME	COMMON NAME	SIZE
	5	Q.B. 'RED ROCK'	RED ROCK OAK	36" TALL
	9	CERCIDIUM FLORIDUM	BLUE PALO VERDE	24" BOX
	45	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	5 GAL.
	70	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	5 GAL.

21-0379
05/17/2022

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BONANZA & 1ST MULTI-USE
600 N 1ST ST.
LAS VEGAS NV 89101
APN: 138-27-810-009

BASEMENT FLOOR PLAN

SCALE: 1/4" = 1'-0"

SHEET NUMBER A2.0

ISSUE DATE 03/30/2022

PROJECT NORTH

(IN FEET)
1/4" = 1'-0"

SYMBOL LEGEND

KEYNOTE
SEE LEGEND

WINDOW TAG
SEE SCHEDULE

DOOR TAG
SEE SCHEDULE

REVISION

ROOM #
ROOM NAME
ROOM SF

SECTION DETAIL
SECTION SHEET

ELEVATION MARKER
DETAIL VIEW

ELEVATION MARKER
SHEET

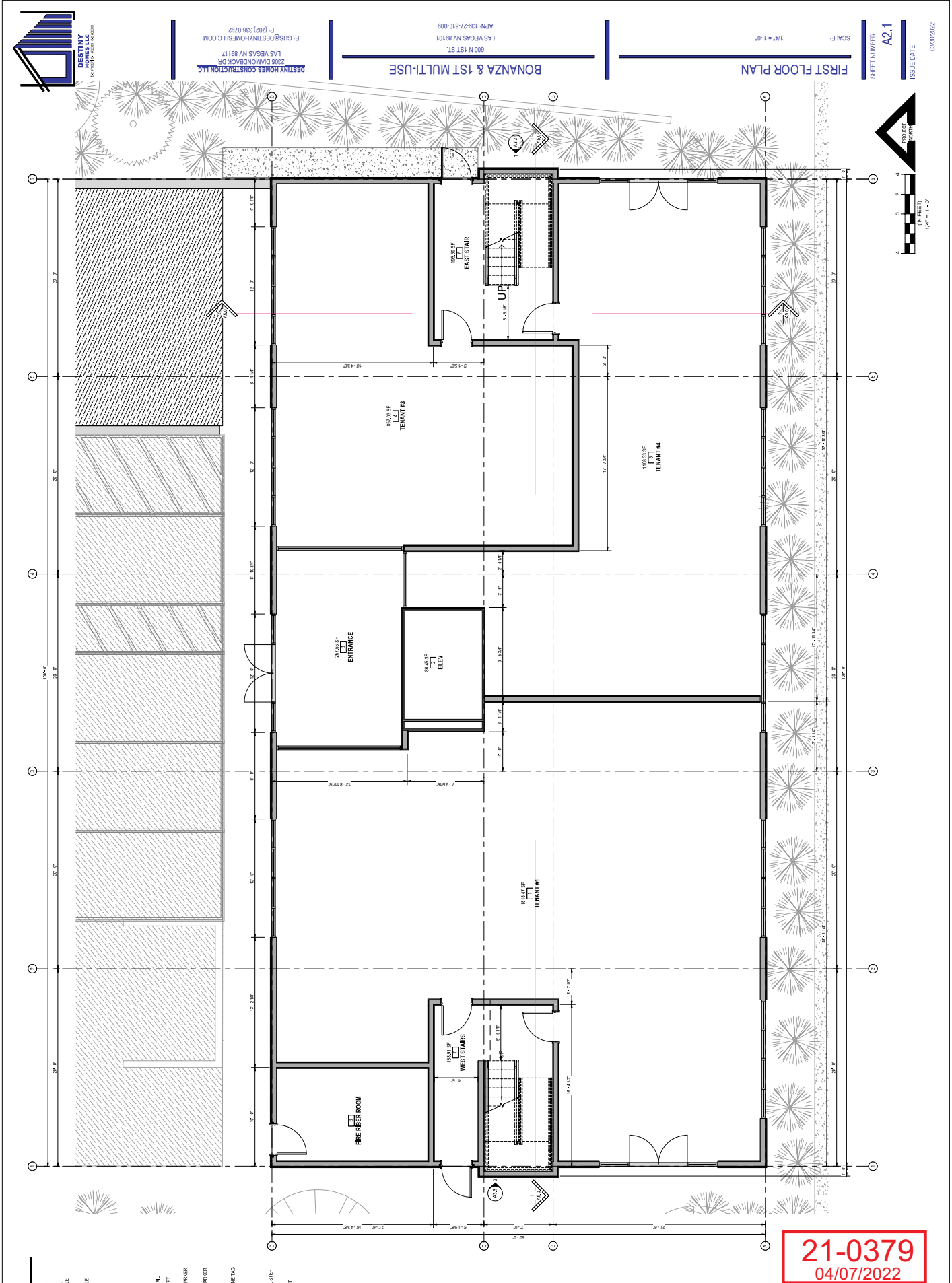
PROPERTY LINE TAG
Distance

SLOPE

ARCHITECTURAL STEP

CEILING HEIGHT

21-0379
04/07/2022



21-0379
04/07/2022

DESTINY HOMES

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BONANZA & 1ST MULTI-USE
600 N 1ST ST.
LAS VEGAS NV 89101
APN: 138-27-810-009

SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

SHEET NUMBER A2.2

ISSUE DATE 03/30/2022

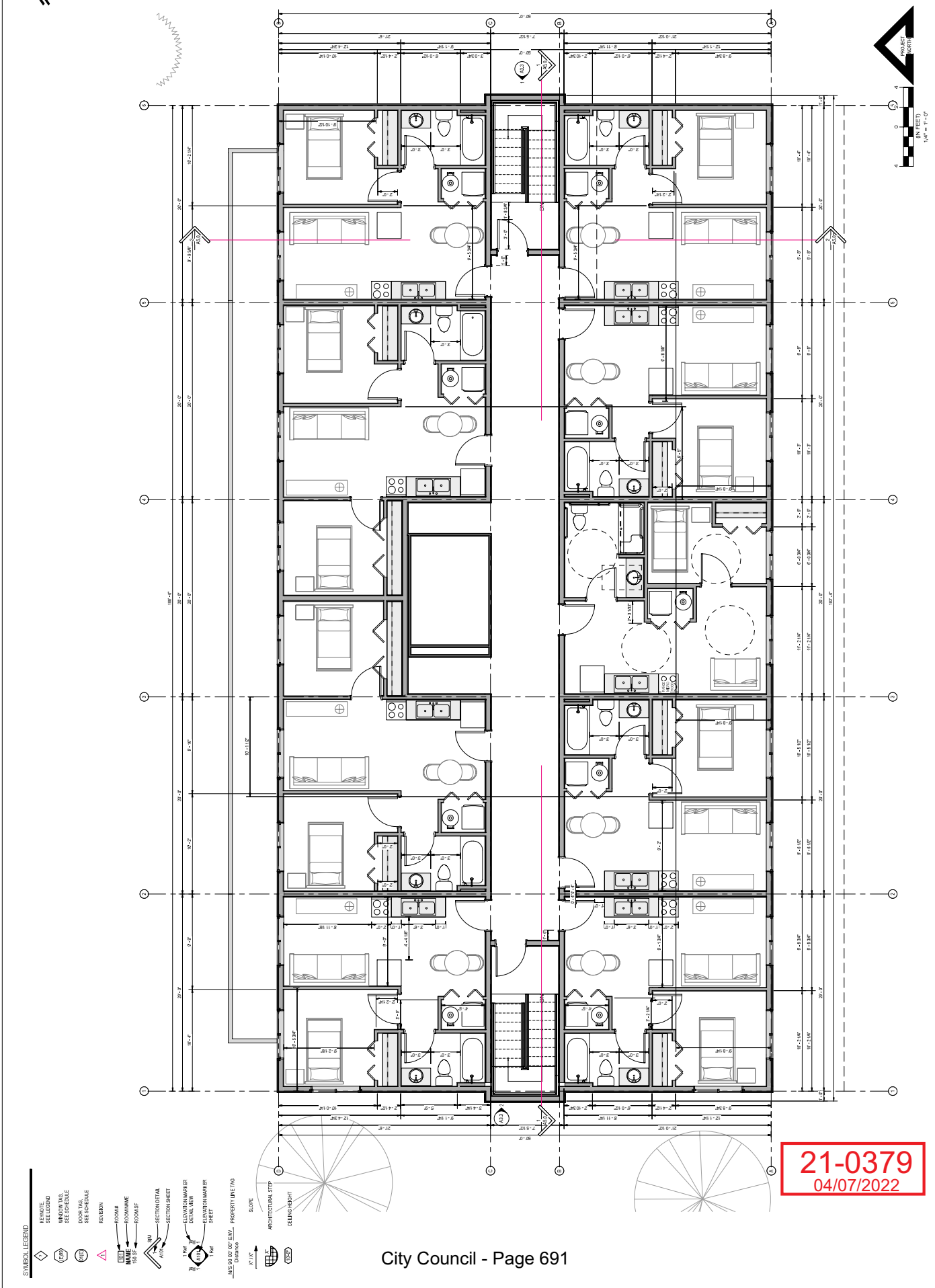
PROJECT NORTH

(IN FEET)
1/4" = 1'-0"

SYMBOL LEGEND

KEYNOTE SEE LEGEND
WINDOW TAG SEE SCHEDULE
DOOR TAG SEE SCHEDULE
REVISION
ROOM#
ROOMNAME
ROOM SF
SECTION DETAIL
SECTION SHEET
ELEVATION MARKER DETAIL VIEW
ELEVATION MARKER SHEET
PROPERTY LINE TAG
SLOPE
ARCHITECTURAL STEP
CEILING HEIGHT

21-0379
04/07/2022



21-0379
04/07/2022

DESTINY HOMES LLC

DESTINY HOMES LLC
2305 DIAMONDBACK DR
LAS VEGAS NV 89117
E: GUS@DESTINYHOMESLLC.COM
P: (702) 338-0792

BONANZA & 1ST MULTI-USE
600 N 1ST ST
LAS VEGAS NV 89101
APN: 138-27-810-009

ELEVATIONS

SCALE: 1/4" = 1'-0"

SHEET NUMBER A3.1

ISSUE DATE 03/30/2022

1 FRONT / NORTH ELEVATION
1/4" = 1'-0"

21-0379
04/07/2022

DESTINY HOMES LLC

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P: (702) 338-0792

BONANZA & 1ST MULTI-USE
600 N 1ST ST.
LAS VEGAS NV 89101
APN: 138-27-810-009

ELEVATIONS

SCALE: 1/4" = 1'-0"

SHEET NUMBER A3.2

ISSUE DATE 03/30/2022

PROPERTY LINE

(IN FEET)
1/4" = 1'-0"

1 SOUTH / REAR ELEVATION
1/4" = 1'-0"

21-0379
04/07/2022

DESTINY HOMES

DESTINY HOMES CONSTRUCTION LLC
2305 DIAMONDBACK DR
LAS VEGAS NV 89117
E: GUS@DESTINYHOMESLLC.COM
P: (702) 338-0792

BONANZA & 1ST MULTI-USE
600 N 1ST ST.
LAS VEGAS NV 89101
APN: 138-27-810-009

ELEVATIONS

SCALE: As indicated

SHEET NUMBER A3.3

ISSUE DATE 03/30/2022

21-0379
04/07/2022



21-0379-ZON1, 21-0379-SUP1 AND 21-0379-SDR1 - APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON
600 AND 602 NORTH 1ST STREET

11/29/2021



21-0379-ZON1, 21-0379-SUP1 AND 21-0379-SDR1 - APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON
600 AND 602 NORTH 1ST STREET

11/29/2021



21-0379-ZON1, 21-0379-SUP1 AND 21-0379-SDR1 - APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON
600 AND 602 NORTH 1ST STREET

11/29/2021



21-0379-ZON1, 21-0379-SUP1 AND 21-0379-SDR1 - APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON
600 AND 602 NORTH 1ST STREET

11/29/2021

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE ALLEN
sha@kcnvlaw.com
702.792.7000

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Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

February 15, 2022

VIA UPLOAD

CITY OF LAS VEGAS PLANNING & ZONING
495 S. MAIN STREET
LAS VEGAS, NV 89101

Re: Updated Justification Letter – Pre-Application Submittal – Rezoning, Site Development Review for a Mixed-Use Development APN's: 139-27-810-008 and 009

To Whom It May Concern:

This firm represents Destiny Homes, LLC (the "Applicant") in the above referenced matter. The proposed project is located on the northeast corner of E Bonanza Road and N 1st Street on approximately 0.26 acres (the "Property"). The property is more particularly described as Assessor's Parcel Numbers 139-27-810-008 and 009.

The 008 parcel is zoned Single Family Resident District (R-1) while the 009 parcel is zoned Professional Offices and Parking (P-R). Both parcels are master planned Mixed-Use. A Mixed-Use development is a conditional use in R-1 and requires a special use permit in P-O. The parcels to the north and east are zoned R-1 and master planned Mixed-Use. The parcels to the west are zoned C-M and master planned Light Industrial/Research. The parcels to the south are zoned C-2, R-4, and R-1 and master planned Mixed-Use and Commercial.

REZONING

The applicant is a requesting a rezoning to C-1 Commercial for a mixed-use development consisting of office and commercial space on the first floor and multi-family units on the 2nd and third floors.

SITE DEVELOPMENT PLAN

The Applicant is also requesting a site development review for the Mixed-Use Development. The project will consist of office and commercial space on the first floor to provide community services. The second and third floors will be multi-family housing units for the U.S. Veteran's receiving services on the first floor. Parking will be underground with seven additional spaces in front of the building. There are three tenant spaces proposed on the first floor. Those tenant spaces will be 1,980.28, 1,193.72, and 871.27 square feet respectively. Ingress and egress into the project will be off of Bonanza Road. The maximum building height will be 33 feet. The applicant has agreed to remove any balconies facing north towards the residential.

21-0379
02/15/2022

VARIANCE

The applicant will be providing 17 parking spaces with 1 ADA space where 38 spaces are required. The majority of traffic to the proposed use will be by foot or public transit and the required parking will not be utilized.

The Applicant is also requesting a variance for the residential adjacency. The project is providing an 11-foot setback where 99 feet is required. The Master Plan for the area is mixed-use, but due to the size of the site any development in accordance with the master plan will require a variance.

The proposed mixed-use development will be a great addition for the area and will re-establish much needed services to the area. Thank you for your consideration. Please do not hesitate to contact me or my paralegal, Lindsay Kaempfer at 702-792-7043 with any questions or comments.

Sincerely,

KAEMPFER CROWELL

Stephanie Allen

SHA/lak

21-0379
02/15/2022

CCSD

Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

School Development Tracking Form

http://facilities.ccsd.net/departments/real-property-management/

Date Filed 12/06/2021 **Application Number** 21-0379-SDR1 **Entity** LV

Company Name Kaempfer Crowell

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 792-7000 **Mobile** **Fax** **Email**

Project Name Bonanza and 1st

Project Description 18 Multi-family units

APN's 139-27-810-008 and 008

Student Yield		Elementary School	Middle School	High School
Single-Family Units (1)		x 0.166= 0	x 0.093 = 0	x 0.131 = 0
Multi-Family Units (2)	18	x 0.139 = 3	x 0.065 = 1	x 0.074 = 1
Resort Condo Units (3)				
Total		3	1	1

(1) *Single Family unit is defined as single family detached home, mobile home, and townhouse.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*

Name	Address	Grade	Capacity	Enrollment	Site Date
Squires ES	1312 E. Tonopah Ave	K-5	837	627	11/1/2021
JD Smith MS	1880 E. Stanley Ave	6-8	1711	1133	11/1/2021
Rancho HS	1900 Searles Ave	9-12	2378	3150	11/1/2021

*** CCSD Comments** Rancho HS is over capacity for the 2021-2022 school year. Rancho HS is at 132.46% of program capacity.

☐ Approved ☐ Disapproved

21-0379-SDR1
Destiny Homes, LLC

NEC Bonanza Road & 1st Street

Proposed 18 unit apartment building with 4.862 thousand square foot of retail replacing a 1.218 thousand square foot office.

Traffic produced by proposed development:

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1.218	9.74	12
AM Peak Hour			1.16	1
PM Peak Hour			1.15	1

First Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MULTIFAMILY HOUSING (MID-RISE) [DU]	18	5.44	98
AM Peak Hour			0.36	6
PM Peak Hour			0.44	8

Second Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	4.862	37.75	184
AM Peak Hour			0.94	5
PM Peak Hour			3.81	18

Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	NET CHANGE			**270**
AM Peak Hour				**10**
PM Peak Hour				**25**

Existing traffic on all nearby streets:

Bonanza Road	
Average Daily Traffic (ADT)	27,981
PM Peak Hour	2,238
(heaviest 60 minutes)	

Main Street	
Average Daily Traffic (ADT)	15,222
PM Peak Hour	1,218
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Bonanza Road	34,645
Main Street	35,490

This project will add approximately 270 trips per day on Bonanza Rd., 1st St. and Main St. Currently, Bonanza is at about 81 percent of capacity and Main is at about 43 percent of capacity. With this project, Bonanza is expected to be at about 82 percent of capacity and Main is expected to be at about 44 percent of capacity. Counts are not available for 1st in this vicinity, but it is believed to be under capacity.

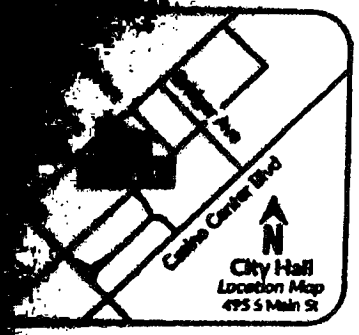
Based on Peak Hour use, this development will add into the area roughly 25 additional cars, or about one every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

16-Mar-2022 06:29 From casimiro perales. Phone #5598998655 FaxZero.com p.2

The City Clerk
Floor

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I SUPPORT this Request

I OPPOSE this Request

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21-0379-ZON1 and 21-0379-SUP1 and 21-0379-

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21-0379
13927712038
PERALES TRUST
PERALES CASIMIRO TRS
728 N 1ST ST
LAS VEGAS NV 89101

Submitted after final agenda

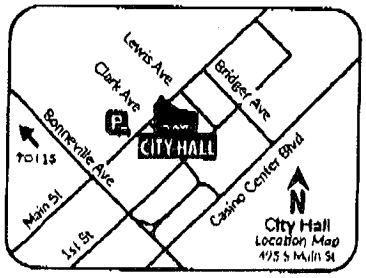
Date 3/16/2022 Item 51a-51c

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0379
13927712059
EMERITAS L L C
10313 POMPEI PL
LAS VEGAS NV 89144

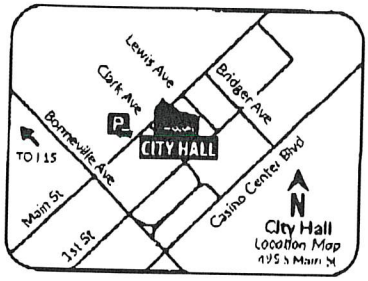
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

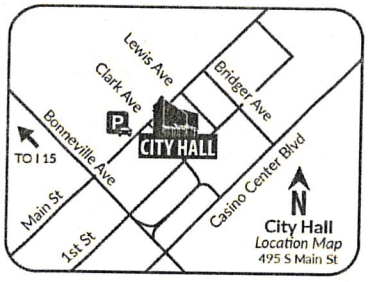
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21-0379
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LUK DIANA A
10313 POMPEI PL
LAS VEGAS NV 89144

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1
City Council Meeting of **03/16/2022**

21-0379
13927712042
OGG MARK
712 N 1ST ST
LAS VEGAS NV 89101

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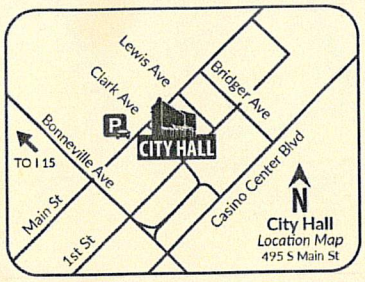
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City Council Meeting of **03/16/2022**

21-0379
13927712018
YUAN ACE G W
YUAN SHIH KUAN REVOCABLE LIV TR
712 BILTMORE DR
LAS VEGAS NV 89101-1907

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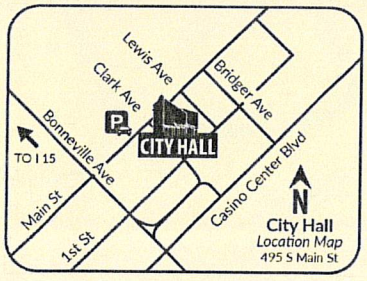
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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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City Council Meeting of **03/16/2022**

21-0379
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LARIOSA DOUGLAS T & MINERVA N
704 BILTMORE AVE
LAS VEGAS NV 89101-1907

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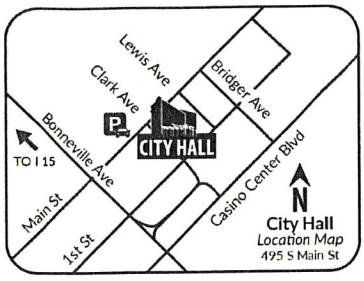
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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City Council Meeting of **03/16/2022**

21-0379
13927810007
BRISTLECONE L L C
11736 PUERTO BANUS AVE
LAS VEGAS NV 89138

89 LADFMP1 89138

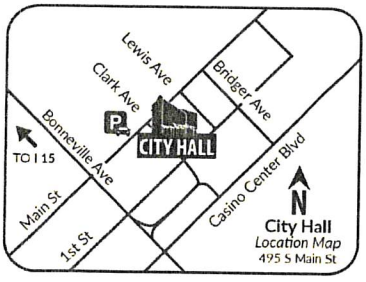
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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of **03/16/2022**

21-0379
13927810006
MOTEN KATHY R
606 N 1ST ST
LAS VEGAS NV 89101

89 LADFMP1 89101

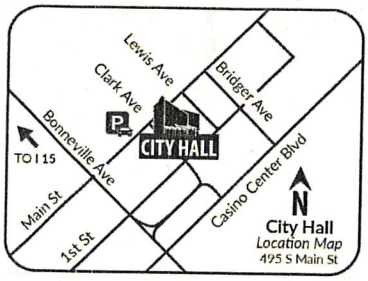
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☐ I SUPPORT this Request

☒ I OPPOSE this Request Completely

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of **03/16/2022**

21-0379
13927712002
VINCENT FAMILY REVOCABLE TRUST
VINCENT KOREN TRS
2153 BRIDLEWOOD DR
LAS VEGAS NV 89119-6122

Submitted after final agenda

Date 3/14/2022 Item 51a - 51c

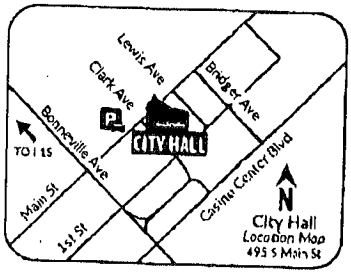
117 LADFNP1 89119

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of **03/16/2022**

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21-0379

Name: Sergio Barrera

Address 729 N. 1st Street
Las Vegas, NV 89101

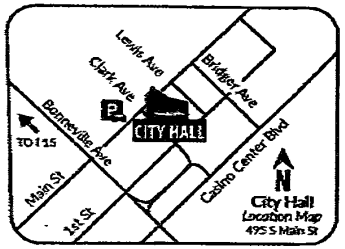
Submitted after final agenda

Date 3/14/2022 Item 51a-51c

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of **03/16/2022**

59 LRDFNP1 89138

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21-0379
Bobby Avila
111 Verol LN
Las Vegas 89101
Bobby Avila-R-

03/13/2022 12:34 Peter Lai 702-428-4557 P1

03/13/2022 12:33 Peter Lai 702-428-4557 P1

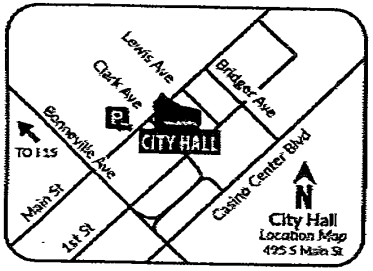
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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City Council Meeting of **03/16/2022**

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21-0379

Gissell Muro
742 Biltmore Dr
Las Vegas NV 89101

Signed

59 LRDFNP1 89138

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Las Vegas, Nevada 89101

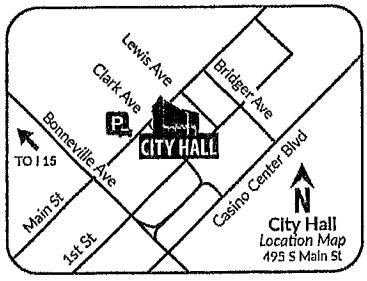
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of **03/16/2022**

21-0379

Rafael Reguero
R Reguero
622 Biltmore Dr
LV NV 89101

Signed

89 LADFMP1 89101

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Las Vegas, Nevada 89101

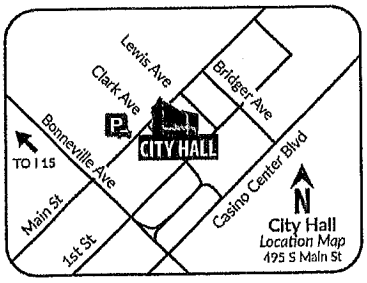
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City Council Meeting of **03/16/2022**

21-0379

Richard Thomas
721 Biltmore Dr
Las Vegas, NV
89101

89 LADFMP1 89101

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

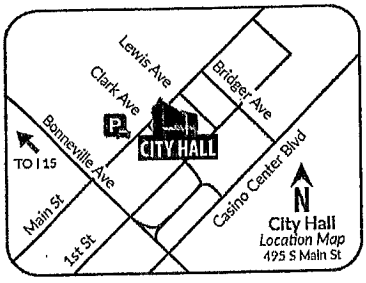
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Rafael Reguero

21-0379 Rhe Reguero
201 Bonanza rd
LV NV 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Signed Rhe Reguero

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City Council Meeting of **03/16/2022**

89 LADFMP1 89101

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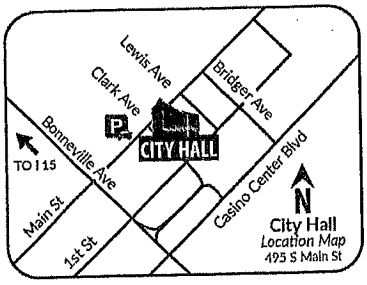
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Rafael Reguero

21-0379 Rhe Reguero
618 Bellmore Dr
LV NV 89101

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Signed Rhe Reguero

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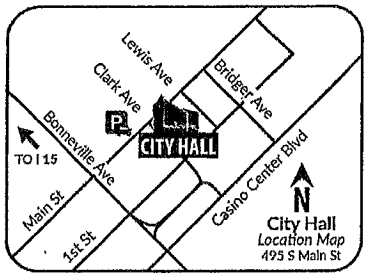
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City Council Meeting of **03/16/2022**

Rafael Reguero
21-0379 R Reguero
615 Bilthmore Dr
LV NV 89101
R Reguero

59 LRDFMP1 89101

City of Las Vegas, Office of The City Clerk
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Las Vegas, Nevada 89101

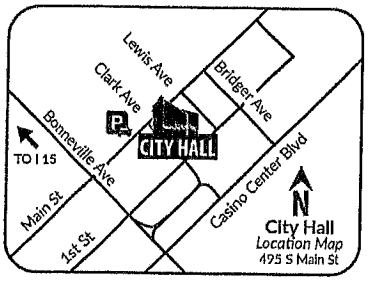
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City Council Meeting of **03/16/2022**

Rafael Reguero
21-0379 R Reguero
612 Bilthmore Dr
LV NV 89101
Signed R Reguero

59 LRDFMP1 89101

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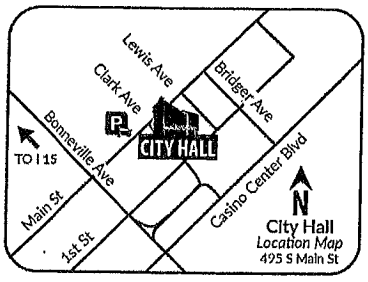
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21-0379

Julian Sanchez
704 N 1st St
LV
NV 89101

89 LVDPM1 891

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Las Vegas, Nevada 89101

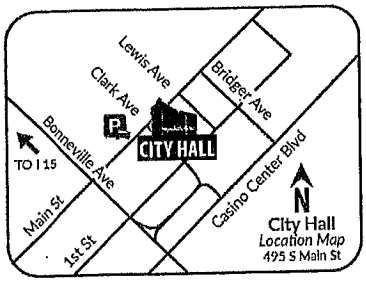
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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City Council Meeting of **03/16/2022**

21-0379

Narciso Romero
717 Biltmore Drive
Las Vegas
NV 89101

89 LVDPM1 891

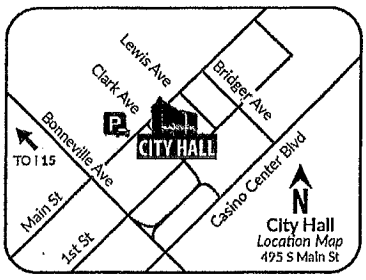
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City Council Meeting of **03/16/2022**

21-0379

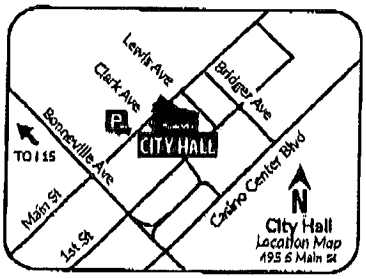
Miguel Alarcon-Villanueva
630 Biltmore Dr
Las Vegas
NV 89101

89 LRDFMP1 89101

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☒ I OPPOSE this Request

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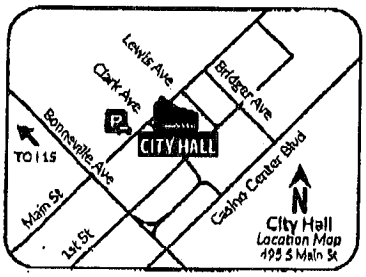
City Council Meeting of **03/16/2022**

21-0379 FERNANDO + ANTONIO ALVAREZ
SAMUEL RODRIGUEZ
746 Biltmore Dr
Las Vegas
NV 89101

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City Council Meeting of **03/16/2022**

21-0379

Harry Mitchell
750 Biltmore Dr
Las Vegas
NV 89101

SIGNED

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

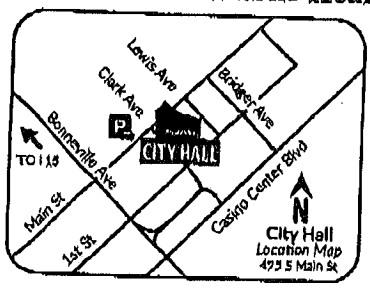
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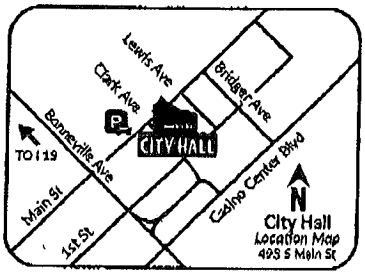
City Council Meeting of **03/16/2022**

21-0379
David Desdin - owner
100 Palm Lane
Las Vegas
NV 89101

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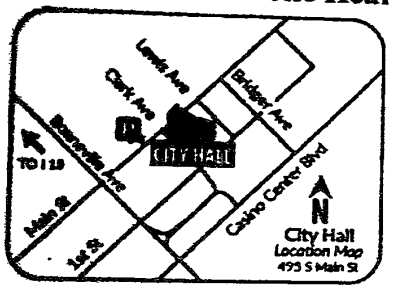
City Council Meeting of **03/16/2022**

21-0379
ALAN WARE
131 PALM LN
LAS VEGAS
NV 89101

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BASED ON information + belief after speaking w/ tenants. S.B. 725-243-6301

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Council Meeting of 03/16/2022

21-0379

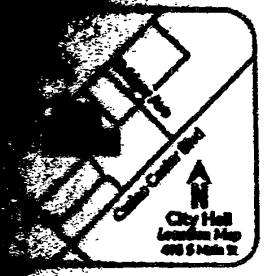
21-0379

JOSE AVILA
AVILA LIVING TRUST
725 N 12 ST.
LAS VEGAS, NV 89101

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this Request

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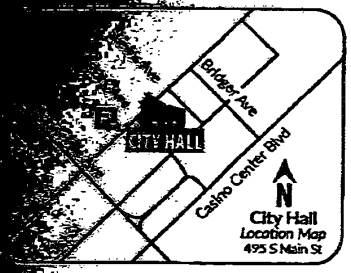
21-0379

EFREN GONZALEZ-RIVERA
724 N 1st ST
LAS VEGAS, NV 89101

Submitted after final agenda

Date 3/10/2022 Item 51a-51c

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2nd Floor
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21-0379

OLIVER MOORE
700 N 1ST ST.
LAS VEGAS, NV 89101

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☐ I SUPPORT this Request

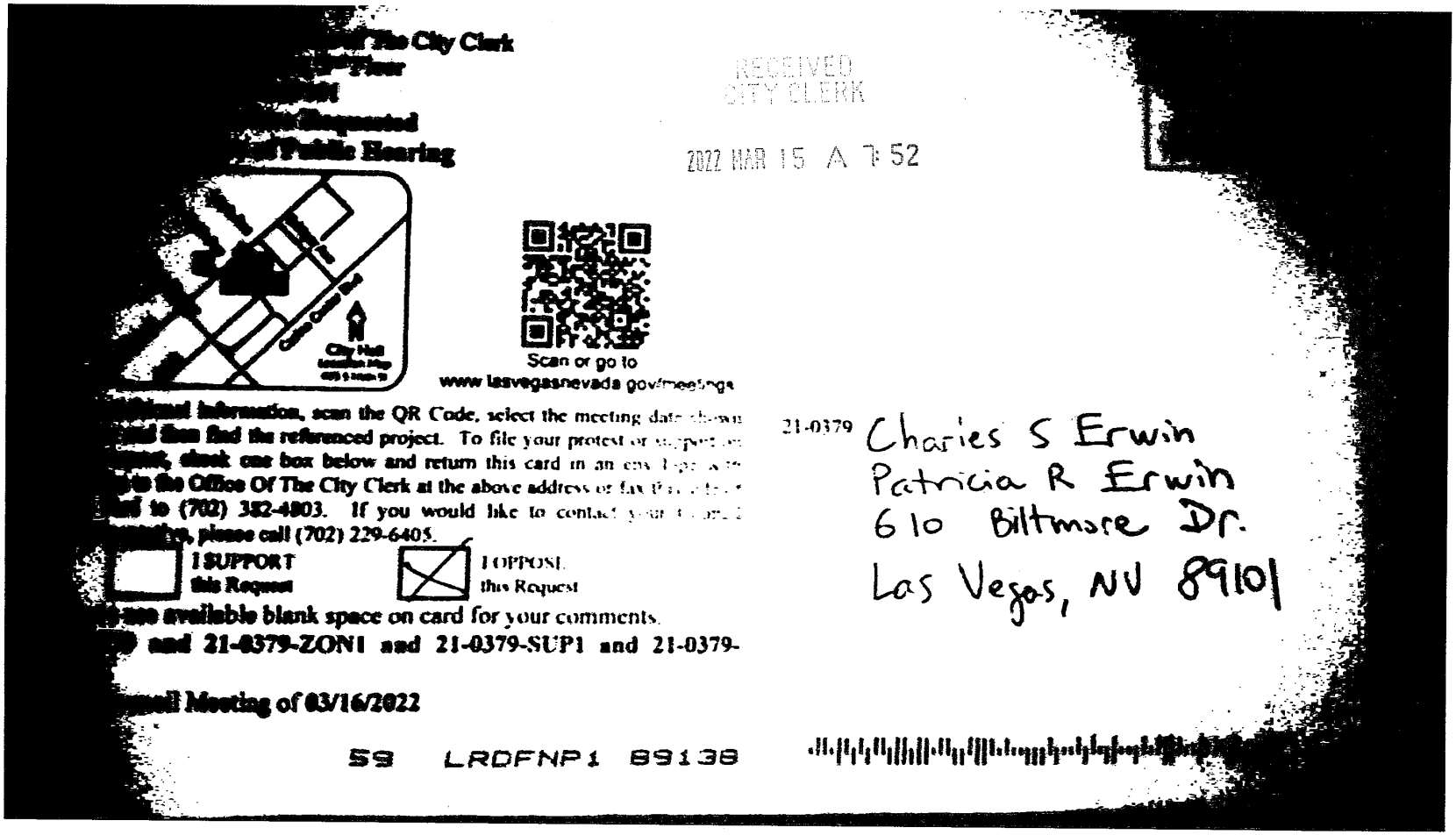
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Agenda Item #21-0379-ZON1 and 21-0379-SUP1 and 21-0379-

City Council Meeting of 03/16/2022

89 LRDFNP1 89138



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, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

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and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-

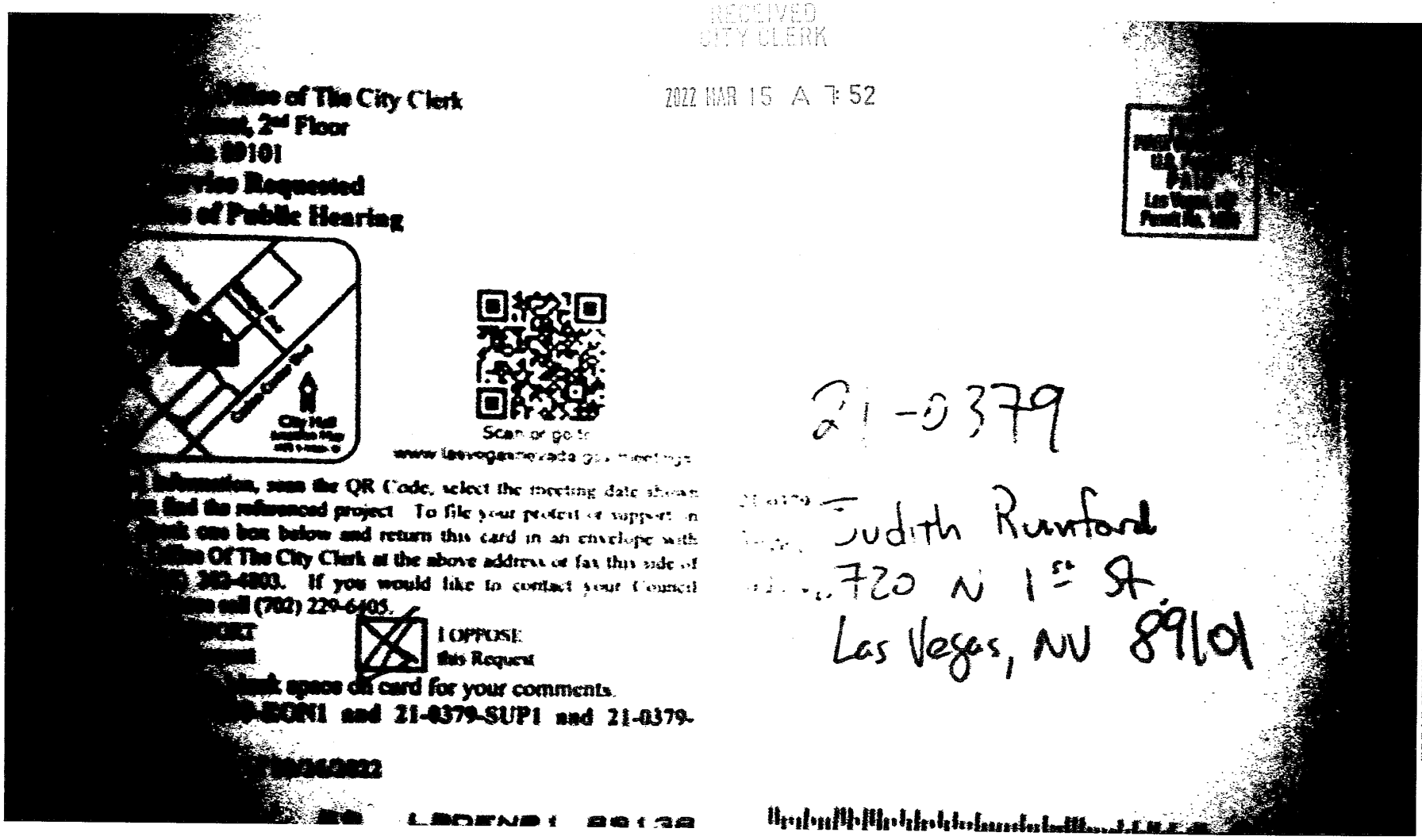
Council Meeting of 03/16/2022

59 LRDFNP1 89138

21-0379 Charles S Erwin
Patricia R Erwin
610 Biltmore Dr.
Las Vegas, NV 89101

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I OPPOSE this Request

...k space on card for your comments.

...-SUP1 and 21-0379-SUP1 and 21-0379-...

...2022

...

21-0379

...Judith Runford
...720 N 1st St
Las Vegas, NV 89101

Form Name:	RDA and City Council Comments
Submission Time:	March 10, 2022 11:29 pm
Browser:	Chrome Mobile 98.0.4758.97 / iOS
IP Address:	174.205.39.199
Unique ID:	939879738
Location:	32.1388, -111.0496

Meeting Date	Wednesday, March 16, 2022
Meeting Type	City Council
Agenda Item Number	51
Project Number	21-0379
Position	I OPPOSE the project and all related applications.
Name	Caitlin Gwin
Residential or Business Address	320 Bonanza Way Las Vegas, NV 89101
Phone	(860) 581-1765
Email	caitygwin@gmail.com
Comments	I do not support the rezoning of the corner lot on Bonanza and 1st. This is a quiet, residential neighborhood, with historically important architecture and we do not want it to be commercialized. This corner cannot support the increased foot and parking traffic. Please protect our neighborhood and vote to deny rezoning. Thank you.

Submitted after final agenda

Date 3/14/2022 Item 51a - 51c

21-0379

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March 15, 2022

I **oppose** to the Re-zoning to C2 Commercial and 3 Story multi-family,
I will agree if they keep the zoning the same as what is already there - Professional and Single family residence, they had a successful business on the corner already.

It saddens me to see them having no regard to the neighbors around them with the 3 story multi-family and the C2 means any type of commercial business..
No privacy for the one story houses next to them and that this is a historical neighborhood as there are few historical areas left of "old Vegas". It used to house those who worked on Boulder Dam and those soldiers returning from WWII.

I hope the councilmen will agree and see why it is forever ruin this beautiful, quaint neighborhood as there are not many of these around.

Thank you,

Peter Lai
Bristlecone LLC
Owner of 701 Biltmore Dr, Las Vegas, 89101

Submitted after final agenda
Date 3/16/2022 Item 51a-51c

Recipient Information

To: PLANNING COMMISSION
Company: CITY OF LAS VEGAS
Fax #: 17023824803

fax

Sender Information

From: steven bank
Company: j rumford
Email address: chrisphilly1001@gmail.com (from 204.62.109.106)
Phone #: 7252436301
Sent on: Monday, March 14 2022 at 9:40 PM EDT

CASE NO . 21-0379
MARCH 16TH, 2022
930 AM

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CITY OF LAS VEGAS PLANNING COMMISSION MEETING OF 3/16/2022 , 930 AM

MOT
Steven J. Bank ex rel. Judith Rumford
720 N 1ST ST
Las Vegas, NV 89101
Chrisphilly1001@gmail.com
725-243-6301

2022 MAR 15 A 9:53

IN RE
J. Jackson application for zoning change to C-2 (general commercial) at 600 and 602 N 1st St, Las Vegas, NV 89101

Case No.: 21-0379
Department: Planning Commission

MOTION TO DENY C-2 ZONING ENTITLEMENT REQUEST

I. BACKGROUND AND HISTORY

This motion is brought on behalf of the owners listed below (EXHIBIT A), as well as those who did not attend the neighborhood meeting of 2/22/22 but also sent in their opposition to this entitlement request.

The owner of these two properties allowed his vacant house to be invaded time after time between 2020 and 2022. Apparently, someone under his employ would come around occasionally, and "secure" the place.

For example, the first incursion by the arsonists was through the roof, in the middle of the night, when no one's looking, and in order not to appear as if they're breaking and entering, they simply saw off a portion of the roof until they can get inside. After this event took place, the presumed employee came by and placed a board on the roof covering the hole. At the time, the

house was intact as were the windows. The property then lay abandoned for another few weeks until there was a smashing of the windows and subsequently an initial **arson**.

That same presumed employee came by and once again shortly thereafter and apparently attempted to secure the house which could still have been remodeled into a working structure; a few weeks later a second **arson** occurred, and the house was then very nearly totaled. This amounts to negligence on their part; ***per se* negligence** is also apparent.

All the while, they had more than ample opportunity to place a fence around the improvement; the question arises as to why they did not, and the answer seems obvious. Although neighbors speculate that they did it in order to collect insurance money, no one knows that this is a fact. However, having a vacant lot engendered dreams of a lot of money, and by believing that they could easily obtain a C2 entitlement **they believe that their equity would skyrocket.** By approaching the neighborhood with a platitudes, that being promises of a "newer, bigger and better" clinic, they're hoping that no one sees through their ruse

II. DISCUSSION

The builder's image of the drawing shows a rendition, but without further information its origin cannot be ascertained. This looks like **plagiarism**.(EXHIBIT B)

The second image shows a structure made entirely of wooden beams on a concrete floor; there are no reinforcements of any sort for this type of vertical erection. This building relies on its own weight to keep itself standing, much like a fortified house of cards. (EXHIBIT C)

In addition, this builder has no legitimate business footprint. In other words, he may have a business *license*, but he has no office, no website, and nothing else that indicates that he operates legitimately, that he follows code (CFR, IECC) and pays his taxes, that he puts away money for his employee's retirement, or any of all those things that render a business socially valuable and legitimate.

This builder's sole footprint is on <u>social media</u>, on Instagram.

As such, the property owner's association with this so-called builder should be squashed for legal purposes and their entitlement request should be seen as nothing but a way to cash out, a way to liquidate a property for a self-serving interest in total and complete disregard of the neighbors' opposition and the zoning entitlements which have historically been in place, and which have led to this neighborhood being a working, fruitful, and productive residential neighborhood. . Evidently, they are unwilling to enter into any stipulations as to the running of the in-house business or any other aspects of their entitlement request, in a total about-face to their verbal promises at the neighborhood meetings. As an example, the owner is unwilling to continue his clinical practice through an LLC, a status which would allow them to provide services to their residents - without necessitating a zoning change.

Without having submitted any viable plans, without having submitted reports for environmental impact, soil reports, energy use reports, and all those scientific things which lead to a viable improvement, **<u>this owner is requesting entitlement in a "carte blanche " manner.</u>**

Judith Rumford of 720 N 1st St. , through Steven J. Bank, submitted some rudimentary drawings of what could be an environmentally friendly building plan. (EXHIBIT D). Needless to

say, these drawings did nothing at all, not because they were not well designed or well thought out, but because these owners do not have the intention of integrating their clinic into the neighborhood *a priori*.

This neighborhood is full of history, and full of possibilities for future integration into a more comprehensive plan for downtown Las Vegas, a plan which allows tourism from Fremont Street to flow freely up and down Las Vegas boulevard while maintaining the peace and quiet of a historically valuable neighborhood.

If the owner is in such a dire strait for a commercial property, he could easily swap this property which has two zoning entitlements with another one which has their much sought after C-2 entitlement. However, because this is not a legitimate proposition, no such "swap" is being contemplated nor is it likely to be. This time around, the clinic is just a front for the desire to come into a large pile of CASH.

Across the street on Bonanza there are only residential structures. The adjacent casino's property is zoned tourist commercial, yet this is not what the owners are seeking. In fact, tourist commercial, like the other zone regulations, have dimensions which must meet minimum requirements such as minimum lot area, minimum lot frontage, side yards, etc. etc. To force a *general* commercial zone through dreams of a building which is completely out of place for the size of the lot and the zoning of the neighborhood is a recipe for disaster and constitutes fraud as well as Tort.

This neighborhood will not stand for these arbitrary and capricious plans and is preparing to pursue remedies in state and federal court. [1]

---

[1] With a C-2 entitlement, the lot could be instantly liquidated to an entity such as Berkshire Hathaway. Undoubtedly, W. Buffett would scoop up this property and immediately put a gasoline station therein. Ergo the proposed "underground garage". By digging a hole, they would likely be digging for

CONCLUSION

This request is being brought in bad faith. The owner and the spouse have done nothing but recite platitudes in order to pull the wool over the neighborhood's eyes.

This council and this mayor should think, not twice, but three or four times before coming up with a rationale for the grantal of the entitlement request. By accepting this owners' nonsensical schemes and plans as logical, just, reasonable, and lawful, this city council and this mayor would be committing a grave miscarriage of Justice.

Therefore, the entitlement request for C-2 should be denied in its entirety.

Dated this 14th day of March, 2022.

RESPECTFULLY SUBMITTED

Steven J. Bank ex rel Judith Rumford
720 N 1ST ST
Las Vegas, NV 89101
Chrisphilly1001@gmail.com

725-243-6301

Steven J. Bank
ex rel. Judith Rumford

fuel storage. At $5 per gallon, these owners are just waiting, like Pavlov dogs, for their money post-liquidation.

EXHIBIT A

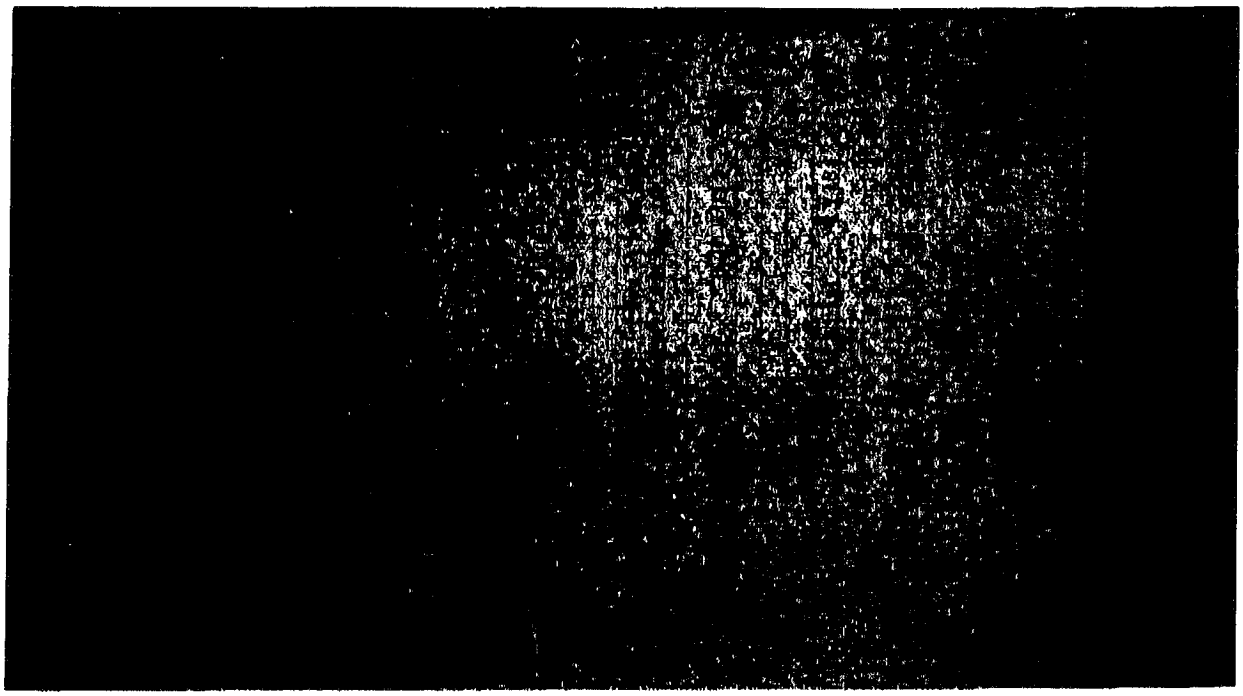
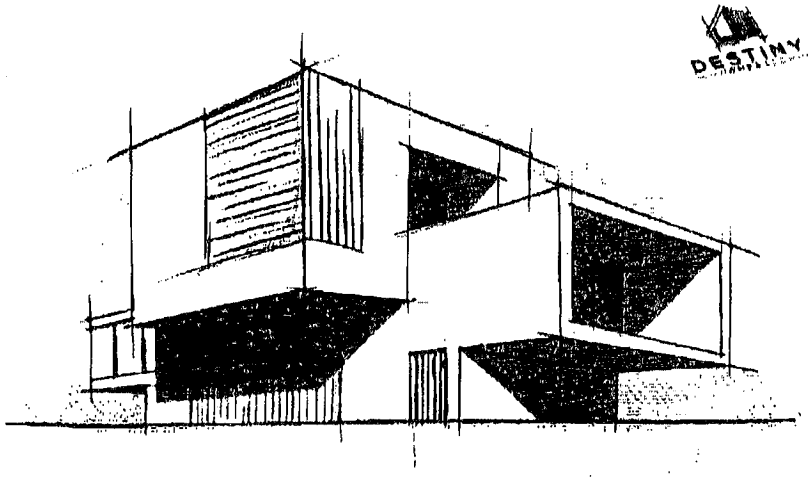
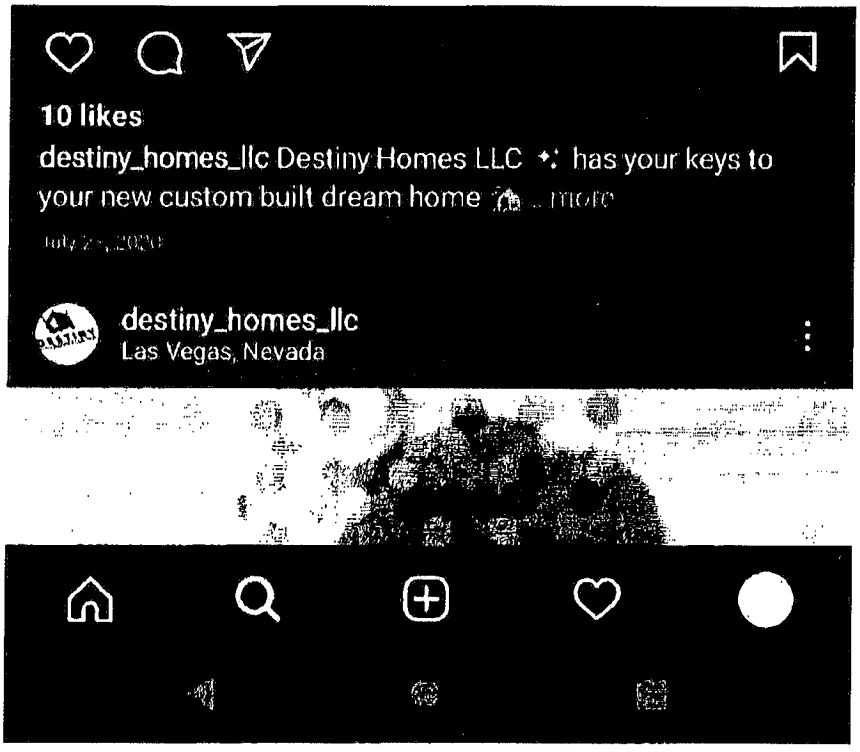


EXHIBIT B


3:25
LTE 89%
10 likes
destiny_homes_llc Did you know that we also do swimming pools and landscaping
more
destiny_homes_llc
Las Vegas, Nevada


DESTINY


10 likes
destiny_homes_llc Destiny Homes LLC has your keys to your new custom built dream home
more
destiny_homes_llc
Las Vegas, Nevada

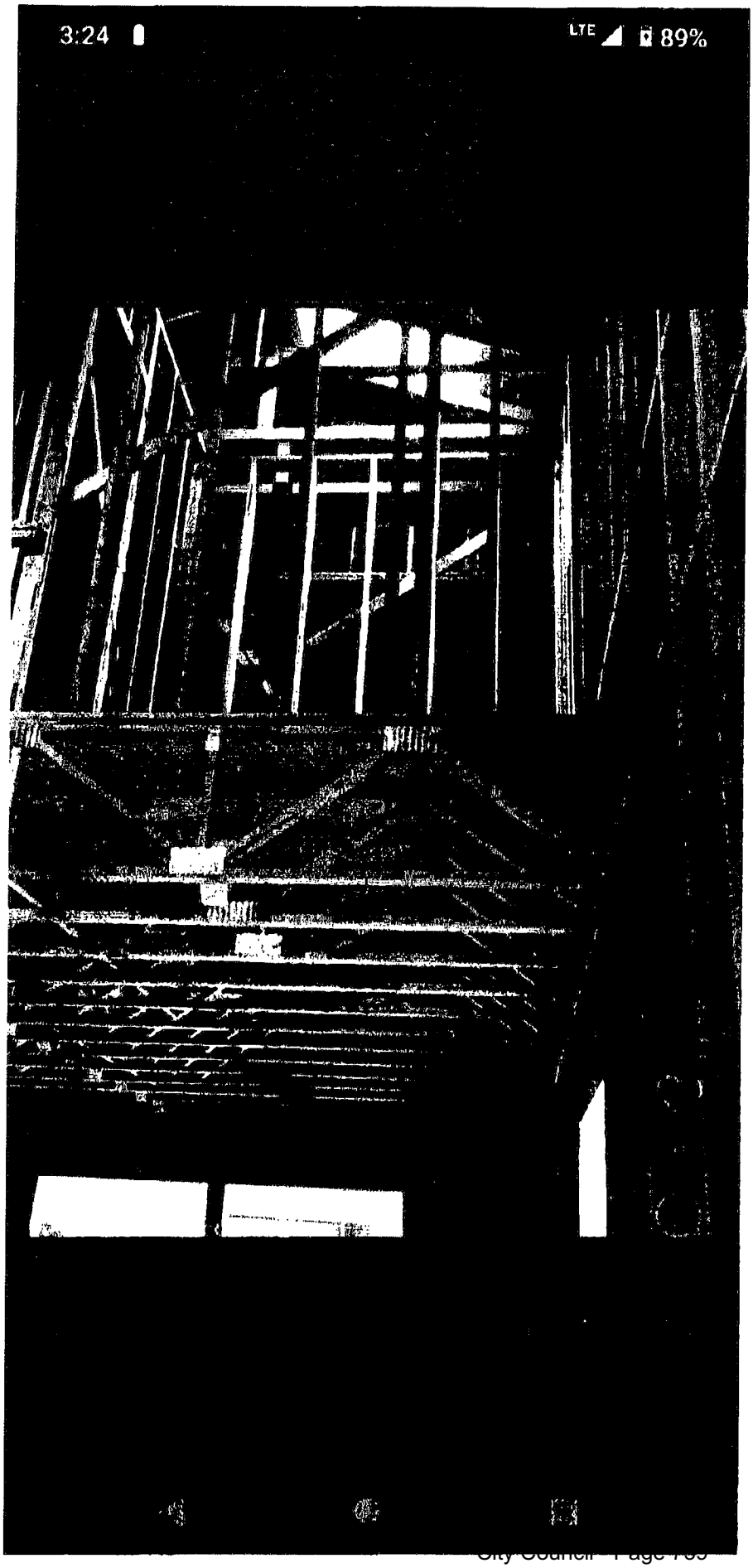
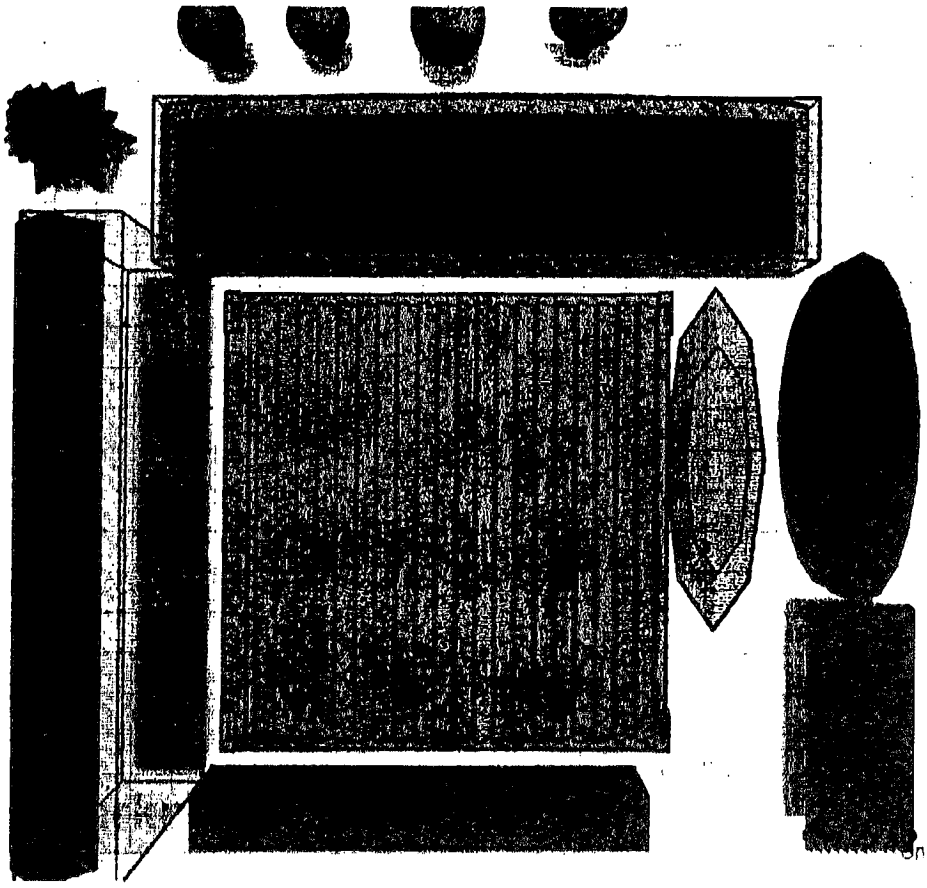

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Exhibit C

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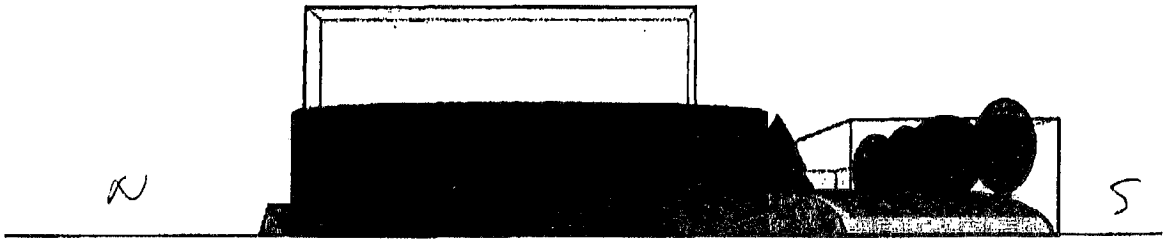
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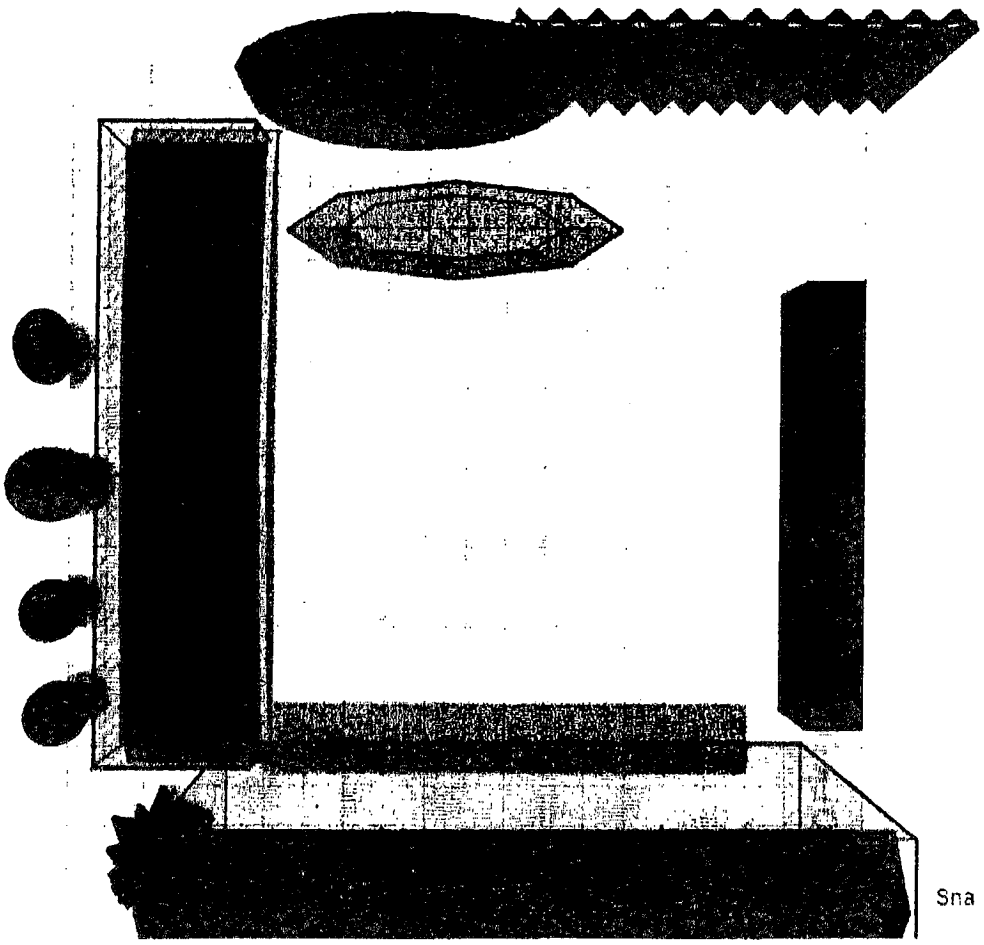


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KAEMPFER CROWELL
ATTORNEYS AT LAW
LAS VEGAS OFFICE
STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

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LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

March 31, 2022

VIA FAX:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 2 Week Hold
April 6, 2022 Las Vegas City Council Hearing
21-0379, Destiney Homes, LLC

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **April 6, 2022** until the Las Vegas City Council hearing of **April 20, 2022**. This will allow staff additional time to review the revised plans.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,
KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Kelly Woods (*via email*)

Submitted after final agenda

Joel Casteneda
910 Melrose Dr.
(702) 403-3447
Denise (wife)
Joel.e.casteneda@vegasvalleyrealtor@gmail.com

PETITION

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21-0379-ZONE1, 21-0379-SUP1,

A mix used 3 story building with a small lot will not be unsuitable for our residential neighborhood. This will create high traffic which is not suitable for our neighborhood that is mostly single-story homes. We have children that ride bikes and play outside we do not need more traffic on 1st street or in the neighborhood. We have residence that walk their dogs, and jog. This is a Historical neighborhood, and we are trying to preserve it as a single-family residence. This will also bring down our property value. We as residence unite as one to appose this rezoning. Please find attached signatures and contact information. Thank you for your time!

Submitted after final agenda
Date 4/19/2022 Item Items 52a-52c

Name : Rosa Botello
Address : 109 Sycamore LN
Signature: [signature]
Phone : 702 3677866
Email : Marcorneyo 92@icloud.com

Name : Antonio Gallegos
Address : 120 SYcamore LN Las Vegas NV
Signature: Antonio Gallegos
Phone : 702-5174317
Email : ac5812933@gmail.com

Name : Jose Cruz Gonzalez J.C.G
Address : 124 SYCAMORE LN LAS vegas NV 89101
Signature: Jose Cruz G
Phone : 702 287 3678
Email :

Name : Raul Garcia
Address : 128 Sycamore ln
Signature: Raul Garcia
Phone : 909 233 1753
Email :

Name : Grover Thomas
Address : 820 Biltmore dr
Signature: [signature]
Phone :
Email : GroverPThomas@Gmail.com

Name : Hector Pardo Ochoa
Address : 812 Biltmore Dr
Signature: [signature]
Phone :
Email : Hectorpardo07@gmail.com

Name : ALAN WARS
Address : 131 PALM LANE
Signature: [signature]
Phone : 702-386-9357
Email : TRUMPETWARE@GMAIL.COM

Name : Juana Hernández Ocampo
Address : 123 Palm Las Vegas NV. 89101
Signature: [signature]
Phone : 702-372-4364
Email :

Name : Angie Ortiz
Address : 116 Palm In
Signature:
Phone : 323-699-901
Email : ortizangiee123@gmail.com

Name : Ramon D Thomas
Address : 110 Palm In.
Signature: Ramon D Thomas
Phone : 702-201-8979
Email : TROY THOMAS 185@GMAIL.COM

Name : Casimiro Perales
Address : 728 N 1st, Las Vegas
Signature: Casimiro Perales Jr
Phone : 725-300 2443
Email :

Name : MARK OGG
Address : 717 N 1ST ST LASVEGAS NV 89101
Signature:
Phone : 707 586 6041
Email : OGG595@HOTMAIL.COM

Name : Arturo Martinez
Address : 110 Verdy La
Signature:
Phone : 702 517 9077
Email : arturomartinez@gmail.com

Name : Bobby Avila
Address : 111 Verdy Ln
Signature:
Phone : 702 352 7679
Email :

Name : Sonia Gamboa
Address : 6711 Biltmore Dr
Signature:
Phone : 702-823-8668
Email : GamboaSon86@gmail.com

Name : SHIH YUAN
Address : 712 BILTMORE DR
Signature:
Phone : 702 802-5765
Email :

Name : Efrain Gonzalez
Address : 724 N. 7st.
Signature:
Phone : 702 561-6789
Email :

Name : Efrain Gonzalez
Address : 808 Biltmore Dr.
Signature:
Phone : (702) 561-6789
Email :

Name : Juan J. E Carrillo
Address : 919 Melrose DR. Las Vegas
Signature:
Phone : (702) 481-8781
Email :

Name : David Felipe
Address : 100 Palm
Signature: (702) 583-8017
Phone :
Email : fdesdin @gmail.com

FROM: JUDITH RUMFORD, 720 N 1ST ST, LAS VEGAS, NV 89101

Re: 21-0379

Date: 3/31/2022

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DEAR COUNCIL,

I OPPOSE THIS RE-ZONING REQUEST.



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s/ Judith Rumford

JUDITH RUMFORD

Submitted after final agenda

Date Item

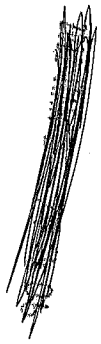
4/4/2022 Items 52a-52c

FROM: EFREN GONZALEZ-RIVERA, 724 N 1ST ST, LAS VEGAS, NV 89101 OWNER

Re: 21-0379

Date: 3/31/2022

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DEAR COUNCIL,

I OPPOSE THIS RE-ZONING REQUEST.

Efren Gonzalez-Rivera

Fax 7023824803

EFREN GONZALEZ-RIVERA

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

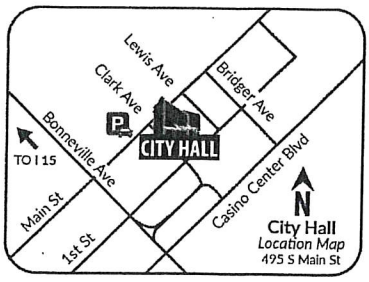
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of ~~**03/16/2022**~~ 4/6/22 9:30am

59 LADFMP1 89138

21-0379

Bobby Avilla
111 Verdi Ln
Las Vegas 89101

Bobby Avila-R-

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

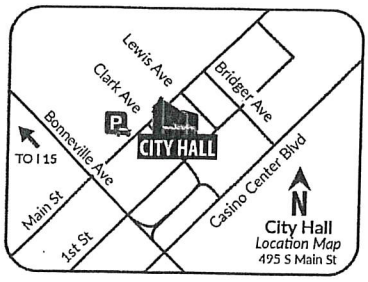
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of ~~**03/16/2022**~~ 4/6/22 9:30am

59 LADFMP1 89138

21-0379

ALAN WARE
131 PALM LN
LAS VEGAS
NV 89101

Submitted after final agenda

Date 4/4/2022 Item Items 52a-52c

Alan Ware

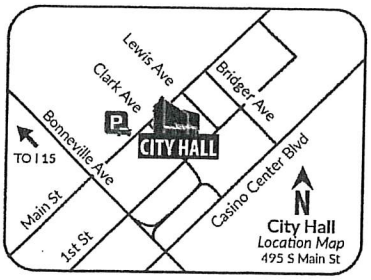
Dont want a comercial Building.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1
City Council Meeting of ~~**03/16/2022**~~

21-0379
Gissell Muro
742 Biltmore Dr
Las Vegas NV 89101
Signed

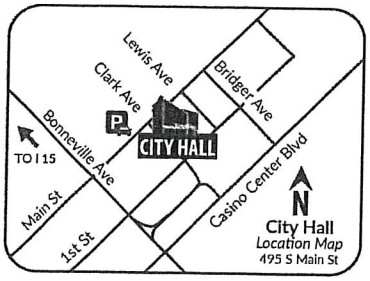
04/06/22
59 LADFNP1 89138

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1
City Council Meeting of ~~**03/16/2022**~~

21-0379 FERNANDO + ANTONIO ALVAREZ
SAMUEL RODRIGEZ
746 Biltmore Dr
LAS VEGAS
NV 89101

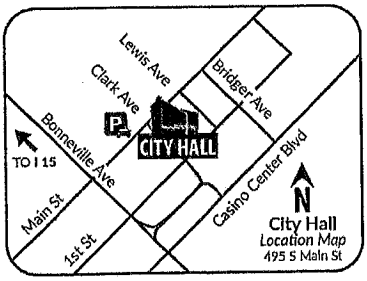
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21-0379

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of **03/16/2022**

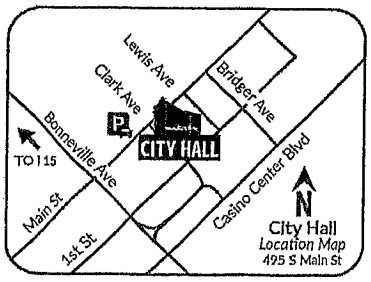
59 LRDFMP1 8918B

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Linda Austin
624 N Forth St
89101

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21-0379

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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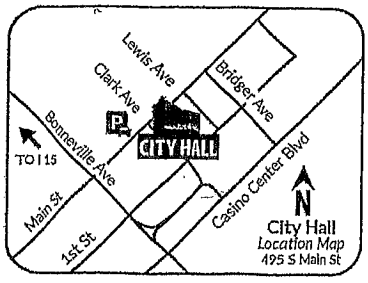
City Council Meeting of 4/6/22

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Dan Romano
733 North 10th St
Las Vegas, Nevada
89101

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21-0379

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of 4/6/22

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

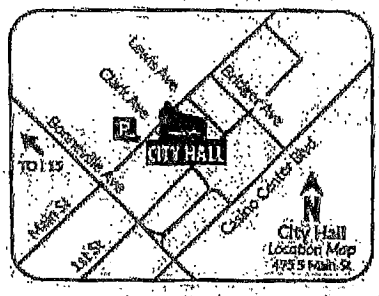
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21-0379

Jeff Harmon
627 N 4th St.
Las Vegas, Nevada
89101

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of ~~03/16/2022~~ moved to

04/06/2022 @ 9:30 AM

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

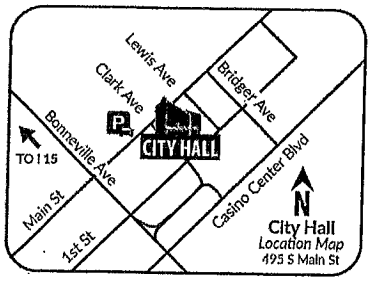
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21-0379

Harry Mitchell
750 Biltmore Dr
Las Vegas
NV 89101

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of **~~03/16/2022~~**

04/06/22

SIGNED

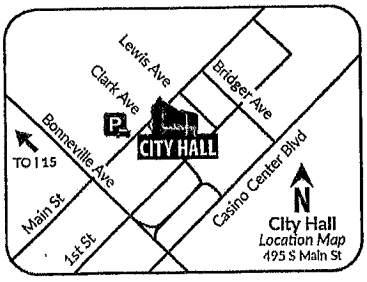
LRDFMP1 89130

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21-0379

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City Council Meeting of **03/16/2022**

59 LRDPMP1 89138

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1
City Council Meeting of ~~03/16/2022~~ moved to
04/06/2022 @ 9:30 am

21-0379

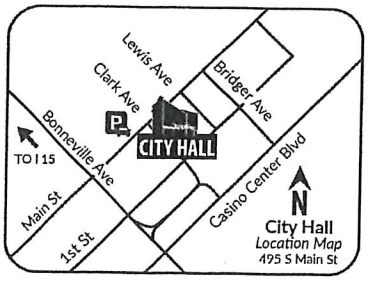
Thomas Gross
625 W 4th St
Las Vegas, Nevada
89101

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1
City Council Meeting of ~~03/16/2022~~ 04.06.2022

21-0379

David Desdin - owner
100 Palm Lane
Las Vegas
NV 89101

59 LADFNP1 89138

Application Information

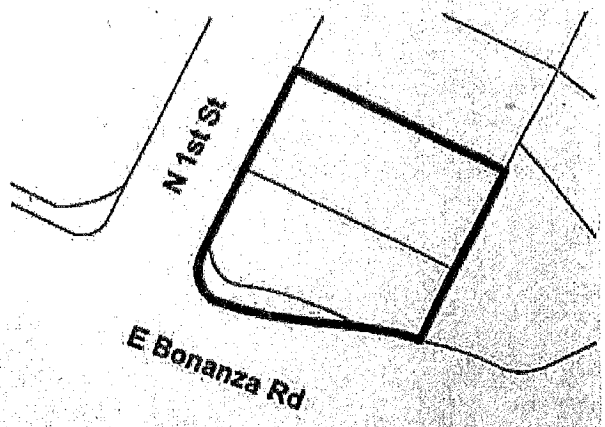
21-0379 - PUBLIC HEARING - APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON - For possible action on the following Land Use Entitlement project requests on 0.26 acres at 600 and 602 North 1st Street (APNs 139-27-810-008 and 009), Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL on the entire Land Use Entitlement project.

21-0379-ZON1 - REZONING - FROM: R-1 (SINGLE FAMILY RESIDENTIAL) AND P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-2 (GENERAL COMMERCIAL)

21-0379-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED MIXED USE DEVELOPMENT

21-0379-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED THREE-STORY TALL, 18-UNIT MIXED-USE DEVELOPMENT WITH 4,862 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS AREA 2 DEVELOPMENT STANDARDS

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

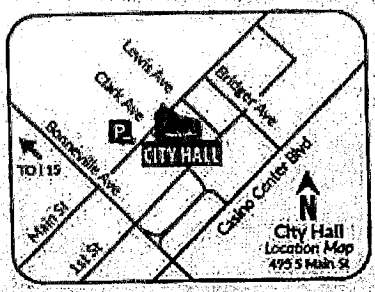
Meeting:	City Council
Date:	03/16/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of ~~03/16/2022~~ moved to 04/06/2022 @ 9:30 am

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We are opposed to the proposed three story tall 18 unit mixed used development as the buildings will be tall enough to violate our privacy on our backyard.

21-0379

Rafael Hernandez
Michelle Steinbaugh
611 Biltmore Dr Las Vegas
89101

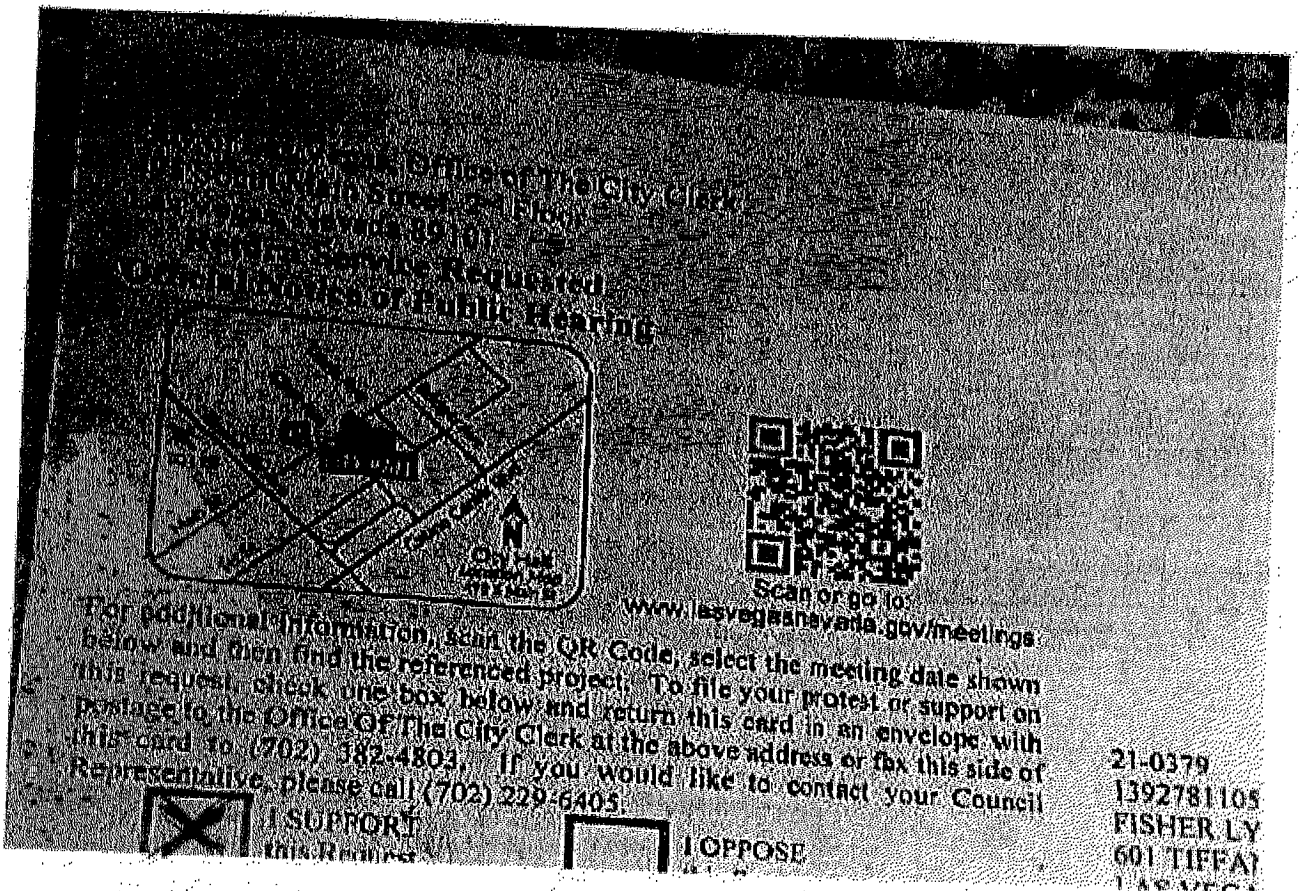
Ref 21-0379 April 6. 9.30 am

OPPOSING TO Ref 21-0379 AND 21-0379-zon1 and 21-0379-SUP and 21-0379-SDR1

Caitlin Gwin	320 Bonanza Way Las Vegas NV 89101	
Koren Vincent	105 Palm Lane, Las Vegas, NV 89101	KV
Olivier Moore	700 N. 1ST LV, NV 89101	
MARC OGG	712 N 1ST ST LV, NV	MO
Bristlecone LLC Charmaine Lai	604 N 1st Street, LV 89101	CL
Lyle & Claire Fisher	601 Tiffany Lane, LV-NV	LDF
Emeritus LLC Diana Luk	737 N 1st Street 647 Bell Drive	DLuk
Diana Luk	647 Bell Drive	DLuk
Aaron Johnson	108 Varsity Lane	
PERRY LAI	BRISTLECONE LLC 701 BELLPHORE D.	

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TO THE BONANZA AND BILTMORE NEIGHBORS: RE: 600 AND 602 N 1ST ST, LV, NV 89101

I, [signature] mgr/owner of THE Following PROPERTIES:

400 BONANZA
307 BONANZA
204 BONANZA
400 BONANZA WAY LLC
307 " " LLC
ROXLEX SERIES LLC

IN SUPPORT OF THIS PROJECT!

[signature]

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Submitted after final agenda

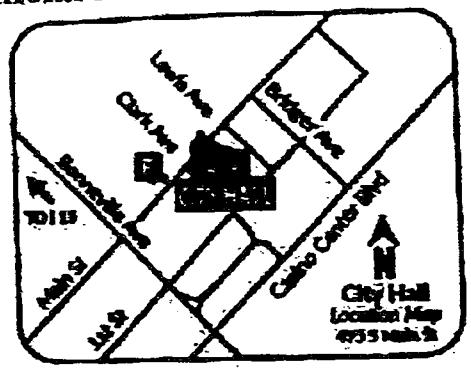
Date Item

4/4/2022 Items 52a-52c

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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City Council Meeting of 04/06/2022 @ 9:30 am

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21-0379

PERALES
CASIMIRO PERALES
728 N 1ST ST
LAS VEGAS, NV 89101

City Council Page 76

Date 4/5/2022

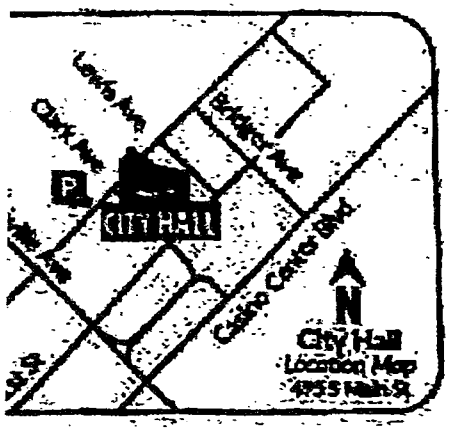
Item Submitted after final agenda

Items 52a-52c

4-Apr-2022 23:06 From casimiro perales. Phone #5598998655 FaxZero.com p.2

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21-0379

SUPPORT this Request

X OPPOSE this Request

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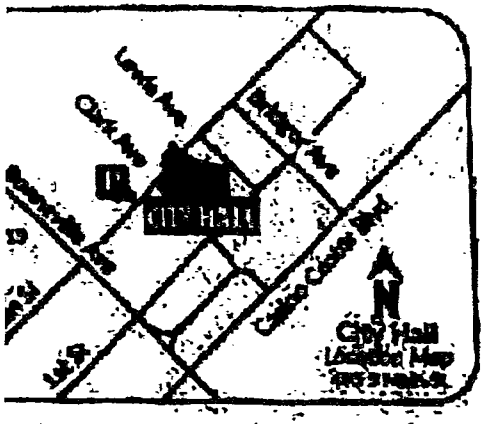
and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-

ncil Meeting of 04/06/2022 @ 9:30 AM

CHUCK & PATTY ERWIN
610 BILTMORE DR
LAS VEGAS, NV 89107

4-Apr-2022 23:13 From chuck erwin. Phone #7775553212 FaxZero.com p.2

ıth Main Street, 2nd Floor
gas, Nevada 89101
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21-0379

☐ I SUPPORT this Request

☒ I OPPOSE this Request

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79 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-

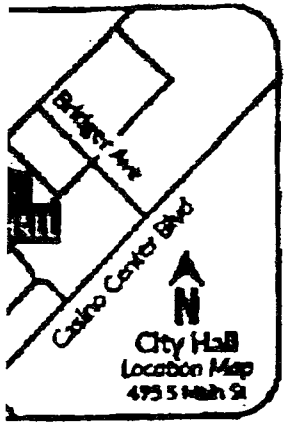
Council Meeting of ~~03/16/2022~~ moved to

10/06/2022 @ 9:30 am

MARK OGG
712 N 1st ST
LAS VEGAS NV 89

4-Apr-2022 23:19 From OLIVER MOORE, Phone #7252436300 FaxZero.com p.2

f Public Hearing



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ıation, scan the QR Code, select the meeting date shown the referenced project. To file your protest or support on ıne box below and return this card in an envelope with Of The City Clerk at the above address or fax this side of 382-8803. If you would like to contact your Council e call (702) 229-6405.

PORT ~~X~~ I OPPOSE
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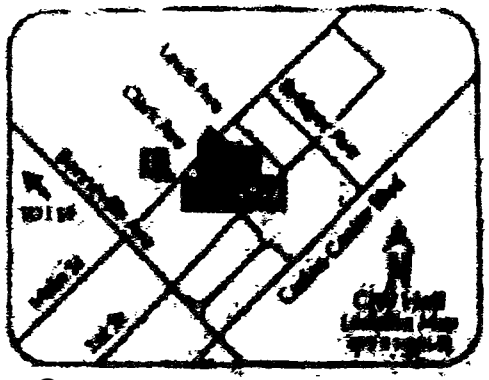
21-0379

AVS TRUST
SAUL REGALADO
601 BILTMORE
LAS VEGAS, NV 89

4-Apr-2022 23:23 From SAUL REGALADO. Phone #7775553212 FaxZero.com p.2

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s Vegas, Nevada 89101
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21-0379

☐ I SUPPORT this Request

☐ I OPPOSE this Request

ase use available blank space on back for your comments.
-0379 and 21-0379-ZONE
R1
y Council Meeting of [illegible]

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egas, Nevada 89101

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☒ I OPPOSE this Request

☐ I SUPPORT this Request

Please provide comments:

Please send me a postcard for your comments.

☐ Mail a postcard to 21-0379-SUP1 and 21-0376-

21-0379

SILVA MELVEN
768 N 1st ST
LAS VEGAS NV 89101

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Company: CITY LV
Fax #: 17023824803

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From: bata prolov
Company: self
Email address: nemoe3@gmail.com (from 172.58.160.191)
Phone #: 7775553212
Sent on: Monday, April 4 2022 at 7:52 PM EDT

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based on information and belief after speaking w tenants
21-0379

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7

April 8

Bata Prolov
[redacted]
Las Vegas, NV
89101

2-2376

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Phone #: 7775553212
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based on information and belief after speaking w tenants
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21-3761

Jose Avila

Las Vegas, NV

Appeal

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From: sergio barrera
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Email address: videosfremont@gmail.com (from 172.58.160.191)
Phone #: 5598998655
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KAEMPFER CROWELL
ATTORNEYS AT LAW
LAS VEGAS OFFICE
STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

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LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

April 19, 2022

VIA FAX:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: ***Request for 30 Day Hold***
April 20, 2022 Las Vegas City Council Hearing, Item 54
21-0379, Destiney Homes, LLC

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **April 20, 2022** until the Las Vegas City Council hearing of **May 18, 2022**. This will allow additional time to revise plans.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,

KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Kelly Woods (*via email*)

Submitted after final agenda

Date 4/19/2022 Item 54, 54c

18-Apr-2022 22:42 From luis castro. Phone #7025452232 FaxZero.com p.2

, Office of The City Clerk
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gas, Nevada 89101
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I OPPOSE
this Request

space on card for your comments.

1 and 21-0379-SUP1 and 21-0379-

21-0379

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LUIS & ESTELA CASTRO
805 N 1ST
LAS VEGAS, NV
89101-1978

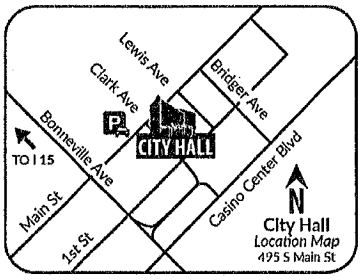
Submitted after final agenda

Date 4-19-22 Item 54a-c

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

City Council Meeting of **03/16/2022**

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21-0379
13927810010
A V S LIVING TRUST
REGALADO SAUL & ESMERALDA TRS
4220 PAVO CT
NORTH LAS VEGAS NV 89032

KAEMPFER CROWELL

ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

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2022 MAY 17 A 9:32

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Suite 650
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RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

May 17, 2022

VIA FAX:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 2 Week Hold
May 18, 2022 Las Vegas City Council Hearing, Item 47
21-0379, Destiney Homes, LLC

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **May 18, 2022** until the Las Vegas City Council hearing of **June 1, 2022**. This will allow additional time to submit updated plans to staff.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,

KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Kelly Woods (*via email*)

Submitted after final agenda

Date 5/17/22 Item 47 a-c
W-5

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

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2022 JAN 11 P 1:43

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50 West Liberty Street
Suite 700
Reno, NV 89501
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Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 11, 2022

VIA FAX:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 30 Day Hold
January 11, 2022 City of Las Vegas Planning Commission Item 21
21-0379, Destiney Homes, LLC

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **January 11, 2022** until the City of Las Vegas Planning Commission hearing of **February 8, 2022** to allow time to hold a neighborhood meeting.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,

KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Kelly Woods (*via email*)

Submitted after final agenda
Item 21

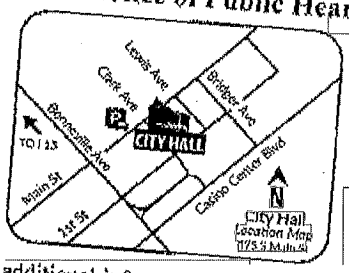
02/04/2000 03:47 091-702-9148984 LUK PAGE 01

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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OPPOSE
1/5/2022

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

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City of Las Vegas

21-0379
13927811010
LUK DIANA A
10313 POMPEI PL
LAS VEGAS NV 89144

Submitted after final agenda

21a-cP

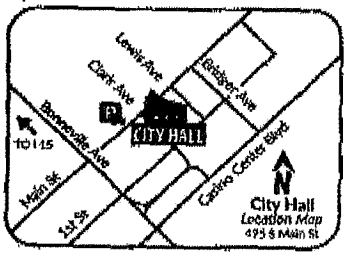
Faxed [OPPOSE]
1/5/2022

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495 South Main Street
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

21-0379
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10313 POMPEI PL
LAS VEGAS NV 89144

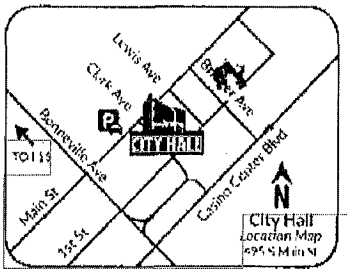
21a-c P

TO HERITAGE THE MAYOR, ET. AL;

This owner intentionally allowed ARSON to collect on insurance and ~~sell~~ build rentals and stores. This is WRONG. This HISTORIC neighborhood has always been residential + professional — AND SHOULD REMAIN SO! There's a good property just 100y east at LVB suitable for retail/residential

City of Las Vegas, Department of Planning
195 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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Planning Commission Meeting of **01/11/2022**

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City of Las Vegas

89 JRDFNP1 89101

21-0379
13927712040
RUMFORD W RICHARD & JUDITH
720 N 1ST ST
LAS VEGAS NV 89101-1906

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This will raise the noise + pollution level and will not fulfill the promise of Bonanza Neighborhood

1/4/22

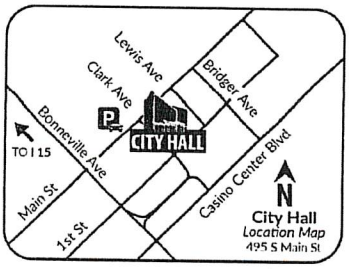
21a-c P

5-Jan-2022 02:26 From JUDITH RUMFORD. Phone #7252436301 FaxZero.com P.2

This is an historical residential area dating back to the 1940's. We need to preserve this neighborhood!

City of Las Vegas, Department of Planning
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☐ I SUPPORT this Request

☒ I OPPOSE this Request NO!

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21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

21-0379
13927712002
VINCENT FAMILY REVOCABLE TRUST
VINCENT KOREN TRS
2153 BRIDLEWOOD DR
LAS VEGAS NV 89119-6122

117 JRDFNP1 89119

21a-c P

P1

Peter Lai 702-428-4557

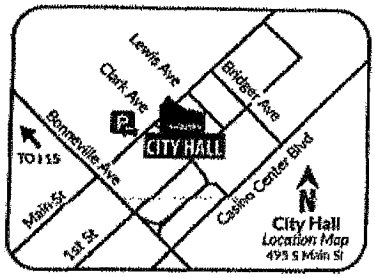
01/10/2022 13:10

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495 South Main Street
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

21-0379
13927712023
BRISTLECONE L L C
11736 PUERTO BANUS AVE
LAS VEGAS NV 89138

89 JRDFNP1 89139

21a-cP

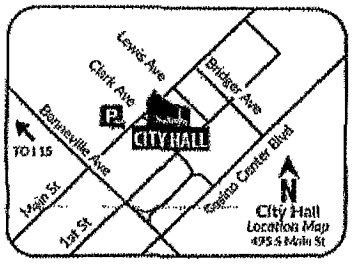
Neighborhood is in a historical area with one story residential houses. The 2 empty lots used to be 2 one story houses. We want to keep it a historical residential one story houses that, what makes Vegas so unique as these houses were built to house those working on Boulder Dam & during World War II

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

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11736 PUERTO BANUS AVE
LAS VEGAS NV 89138

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City of Las Vegas

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21a-cP

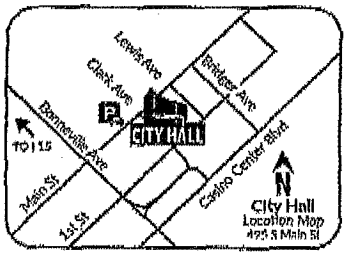
01/10/2022 13:06 Peter Lai 702-428-4557 P1

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495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

21-0379
13927705002
MAIN CORRIDOR L L C
8709 RED RIO DR # 103
LAS VEGAS NV 89128

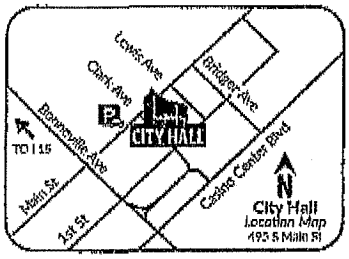
Submitted after final agenda
21acA

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

21-0379
13927705001
MAIN CORRIDOR L L C
8709 RED RIO DR # 103
LAS VEGAS NV 89128

23 JRSPP1 89128

21a-cA

TO: LAS VEGAS CITY COUNCIL

RE: 21-0379, JAN. 11TH, 2022

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Dept of Planning
City of Las Vegas

AMICUS BRIEF (PRO SE)

As a student at CSN, I've been taught how to research and develop essays. In this case, the first thing that comes to light is the Noise Control Act of 1972. Additionally the standards found in 24 CFR part 51 would also apply.

Having spoken with a few of the owner neighbors, they're growing increasingly alarmed and concerned that this owner willingly encouraged the commission of **arson** on his improvement (house) in order to collect on the **insurance** proceeds.

A few neighbors were witnesses to the beginning of the fire indoors, at the very initial stages when the firefighters could *have easily extinguished the fire.* Instead, they stood around doing nothing and waited for the fire to spread.

These omissions by the firefighters were likely intentional, and we're likely the result of a tip-off by the owner to just "let it happen. "Owner at 111 Verdi Ln. Mr. Robert Avila was witness to this, as the owner had not one but **two** opportunities to prevent intrusions and to prevent the commission of the arsons. Rather than secure entrance to his house, via a fence, he simply put up a few boards and waited until the criminals broke through the windows and entered his house once again. This was simply an act, a Band-Aid added to the house while the real disease took hold.

Submitted after final agenda
21a-CP
pg 1 of 3

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In other words, this owner saw no further possibility for financial gain from his professional development, and found it highly convenient to cash in in order to institute a plan whereby he would collect from as many rental units as he could possibly cram into his corner. Needless to say, two wrongs don't make a right, but for the owner *anything* (such as Arson) that brings him money is acceptable.

The owner has the absolute and unquestioned right to develop *residential* and *professional* offices on his property, and yet what he's really interested in is **commerce**. Sadly for him, every single owner that I've spoken to is **opposed** to commercial rezoning, because everybody knows that this will destroy the character of the neighborhood, increase foot traffic, (which in this area leads to drug dealing,) and will generate so much vehicular traffic that there will be no safety on 1st Street.

I am hereby submitting these facts in order to bring to light why this owner has brought this case before City council, and to demonstrate that his actions are wrong from incipiency and will likely continue on the wrong path as his pet project is created.

He's also taking advantage of the fact that a majority of the owners around here are Latinos, and that they might not have internalized the ramifications of a little notice that was received in their mailbox. Additionally, some of the tenants also might not understand the ramifications, and likely did not contact the owners on this issue. All in all, he was betting that the issue would remain in the dark, and that there would be no opposition to his ~~iniquitous~~ iniquitous plan.

As far as I have been apprised, every single owner on this plot is vehemently opposed to this zoning change.

21a-c
pg 2 of 3

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It goes without saying that a favorable ruling on this matter for the applicant will result in protracted litigation by the owners on this plat.

STEVEN J. BANK, tenant, 720 N 1st St, 725-243-6301

21a-c
pg 30f3

TO: LV CITY COUNCIL – PLANNING

RE: NO. 21-0379 ; OPPOSITION TO ZONING CHANGE

DATE: 1/10/2022

TO CITY COUNCIL:

I VEHEMENTLY OPPOSE THIS ZONE CHANGE.

THIS IS A RESIDENTIAL ZONE, AND ALWAYS HAS BEEN, AND ALWAYS _SHOULD_ BE.

THIS OWNER HAS THE RIGHT TO DEVELOP RESIDENTIAL AND PROFESSIONAL OFFICES. ANYTHING ELSE IS A VIOLATION OF OUR RIGHTS TO ENJOY OUR PROPERTIES.

THE GRANTAL OF HIS REQUEST FOR A COMMERCIAL ZONE WILL BE VEHEMENTLY LITIGATED.

OLIVER MOORE

700 N 1ST ST

702-418-4596

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City of Las Vegas

21a-c P

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City of Las Vegas

Attention:

Las Vegas City Planning Commission

From: Curtis Walker – Resident at 604 North 1st Street, Las Vegas, Nevada 89101

In Response to: Issuance of Case # 21-0379

21a-c P
Pg 1 of 2

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Dept of Planning
City of Las Vegas

To the Las Vegas City Planning Commission:

I am writing to voice my **opposition** to the proposed rezoning (21-0379) of the lots at 600 & 602 N. 1st Street from R-1 and P-R to C-2. I live directly adjacent to the lots in question at 604 N. 1st Street. I am concerned that the rezoning of these lots to "General Commercial" will directly impact the privacy, mobility, and general quality of life for myself and my neighbors in the immediate area. Upscaled construction will increase noise and compound traffic issues nearby and street parking will likely be required (before and after construction) as the lots are not large enough to accommodate a commercial installation and suitable parking area. I do not wish to have access to my residence impeded as a result nor do I wish to relinquish my current level of privacy due to the close proximity of a high occupancy commercial structure with direct line-of-site into my windows as well as my back and front yards at all hours. I am also concerned about potential use from squatters with the addition of more non-residential structure. This has been an issue at this site and as a direct result of the installation of the warehouse across the street for the past year which has gone unchecked by the property owners at a detriment to local residents.

I thank you for your time and consideration of my vote as a neighborhood resident.

Curtis Walker

21a-c
Pg 2 of 2

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 11, 2022

VIA FAX:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 30 Day Hold
January 11, 2022 City of Las Vegas Planning Commission Item 21
21-0379, Destiney Homes, LLC

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **January 11, 2022** until the City of Las Vegas Planning Commission hearing of **February 8, 2022** to allow time to hold a neighborhood meeting.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,

KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Kelly Woods (*via email*)

Submitted at Planning Commission

Date 1/11/2022 Item 21

Stephanie Allen

Delivery Information: Send Success

Message #: 763191427

Status: Send Success

Sender Name: Las Vegas
Sender Company: Kaempfer Crowell
Sender Phone: 702-792-7000

Remote CSID:
Total Pages: 1

Start Time: 1/11/2022 1:39:41 PM PST
End Time: 1/11/2022 1:41:50 PM PST
Duration: 0.041 sec
Delivery Count: 1

Recipient List:
- 17023824803

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Local ID 1	702		Local Name 1

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(reduced sample and details below)
Document size : 8.5"x11"

KAEMPFER CROWELL
ATTORNEYS AT LAW
LAS VEGAS OFFICE
STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3000
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
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January 11, 2022

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495 S. Mail Street
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Very truly yours,
KAEMPFER CROWELL
Stephanie H. Allen

SHA/adb
cc: Kelly Woods (*via email*)

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Total Pages Scanned : 1 Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	677	FXBVR	13:39:04 01-11-2022	00:00:46	1/1	1	EC	HS	CP14400

Abbreviations:
HS: Host send
HR: Host receive
WS: Waiting send
PL: Polled local
PR: Polled remote
MS: Mailbox save
MP: Mailbox print
RP: Report
FF: Fax Forward
CP: Completed
FA: Fail
TU: Terminated by user
TS: Terminated by system
G3: Group 3
EC: Error Correct

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: FEBRUARY 8, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DESTINY HOMES, LLC - OWNER: JOVAN AND JOHN F. JACKSON

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0379-ZON1	Staff recommends DENIAL.	
21-0379-SUP1	Staff recommends DENIAL, if approved subject to conditions:	21-0379-ZON1
21-0379-SDR1	Staff recommends DENIAL, if approved subject to conditions:	21-0379-ZON1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 172

PROTESTS 6

APPROVALS 2

Submitted after final agenda

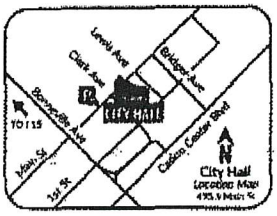
Item 19

JB

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

59 JRDFNP1 89138

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Department of Planning

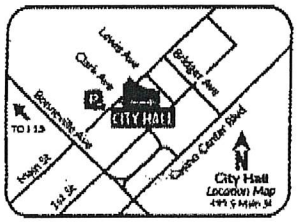
21-0379
13927712023
BRISTLECONE L L C
11736 PUERTO BANUS AVE
LAS VEGAS NV 89138

19a-cP

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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www.lasvegasnevada.gov/meetings

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0379 and 21-0379-ZON1 and 21-0379-SUP1 and 21-0379-SDR1

Planning Commission Meeting of **01/11/2022**

SS JRDFNP1 89139

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Las Vegas, NV
Permit No. 1630

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FEB - 8 2022

City of Las Vegas
Department of Planning

21-0379
13927810007
BRISTLECONE L L C
11736 PUERTO BANUS AVE
LAS VEGAS NV 89138

19a-c P

Dear Councilman Cedric Crear

Subject : **We are opposed to all the proposed Land Use Entitlement project requests,**

Reference: 21-0379

21-0379 - ZON1

21-0379 -SUP

21-0379 -SDR1

We do NOT want any Zoning changes to

600 N 1st Street, and

602 N 1st Street.

We wish the Zoning to remain as Single Family Residential,

and Professional Office and Parking.

We emphatically do not want the zoning of either lots, or both lots, to be changed to C-2 (General Commercial).

Therefore we do not want any Special Use Permit for the proposed mixed use development.

19a-c P
Pg 1 of 6

This district is a WWII neighborhood, and our houses were built in the 1940's for families to occupy. We wish to preserve our area and our community, to the same land use that it currently enjoys.

The development that Destiny Homes LLC, and the owners Jovan and John F Jackson propose is **NOT** appropriate for our neighborhood.

They are proposing a 3 story building with 18 units squeezed into 2 plots of land measuring 5227 sf and 6098 sf, totaling 11,325 sf.

This land comprises a double-lot, which was previously occupied by 2 small houses, both of which were destroyed by fire at different times.

This double-lot of land is not sized to sustain 18 units, and the 3 stories that they wish to construct, will impinge on the privacy of the surrounding single story houses.

This proposed structure of 18 units is not suitable for our 80-year old neighborhood, which comprises houses that were built mostly in the 1940's.

Furthermore, the intersection of Bonanza Road and 1st Street has extremely high traffic use, and is often congested, at all times of the day.

This proposed building and its proposed uses will compound this traffic problem even further.

19 a-c
pg 2 of 6

There is already no shoulder on Bonanza Road for cars to park, and 1st Street already does not allow 1 side to park in the street, and vehicles would be extremely difficult to maneuver and be unable to pass a row of parked vehicles.

The parking area that they propose on their proposed building for 18 units and customers, is not large enough to support all this activity. The spillover of traffic would be detrimental to our community, and dangerous to occupants and customers and to the adjacent neighbors.

We are Diana and Kaye Luk, and we are the owners of 737 N 1st Street, and 647 Bell Drive.

Please Councilman Crear, we urge you to be sensitive to our request. Please take into account our pleas to you.

Respectfully

Diana Luk 2/7/2022

Diana Luk 702-525-3126

Kayle Luk 702-466-2616

19a-c
pg 3 of 6

← Bonanza Rd →



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 02/07/2022

→ Bonanza Rd ←

Property Information

Parcel:	13927810008
Owner Name(s):	JACKSON JOVAN
Site Address:	602 N 1ST ST
Jurisdiction:	Las Vegas - 89101
Zoning Classification:	Single Family Resident District (R-1)
Planned Landuse:	Incorporated Clark County (INCORP)

Misc Information

Subdivision Name:	BILTMORE ADD		
Lot Block:	Lot:10 Block:3	**Construction Year:**	
Sale Date:	07/2013	**T-R-S:**	20-61-27
Sale Price:	$44,000	**Census tract:**	401
Recorded Doc Number:	20130730 00001943	**Estimated Lot Size:**	0.14
Flight Date:	2021-09-27		

6098 sqft lot

Elected Officials

Commissioner:	D - William McCurdy II (D)	**City Ward:**	5 - Cedric R. Crear
US Senate:	Jacky Rosen, Catherine Cortez-Masto	**US Congress:**	1 - Dina Titus (D)
State Senate:	4 - Dina Neal (D)	**State Assembly:**	6 - Shondra Summers-Armstrong (D)
School District:	C - Evelyn Garcia Morales	**University Regent:**	1 - Laura E. Perkins
Board of Education:	1 - Tim Hughes	**Minor Civil Division:**	Las Vegas

03/08/2000 05:59 091-702-9148984 LUK PAGE 04

(page 4)

19a-c
pg 4 of 6



03/08/2000 05:59 091-702-9148984 LUK PAGE 05

The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date created: 02/07/2022

Property Information

Parcel:	13927810009
Owner Name(s):	JACKSON JOHN F
Site Address:	600 N 1ST ST
Jurisdiction:	Las Vegas - 89101
Zoning Classification:	Professional Offices and Parking (P-R)
Planned Landuse:	Incorporated Clark County (INCORP)

Misc Information

Subdivision Name:	BILTMORE ADD		
Lot Block:	Lot:11 Block:3	**Construction Year:**	1942
Sale Date:	07/2012	**T-R-S:**	20-61-27
Sale Price:	$105,000	**Census tract:**	401
Recorded Doc Number:	20120706 00003409	**Estimated Lot Size:**	0.12
Flight Date:	2021-09-27		

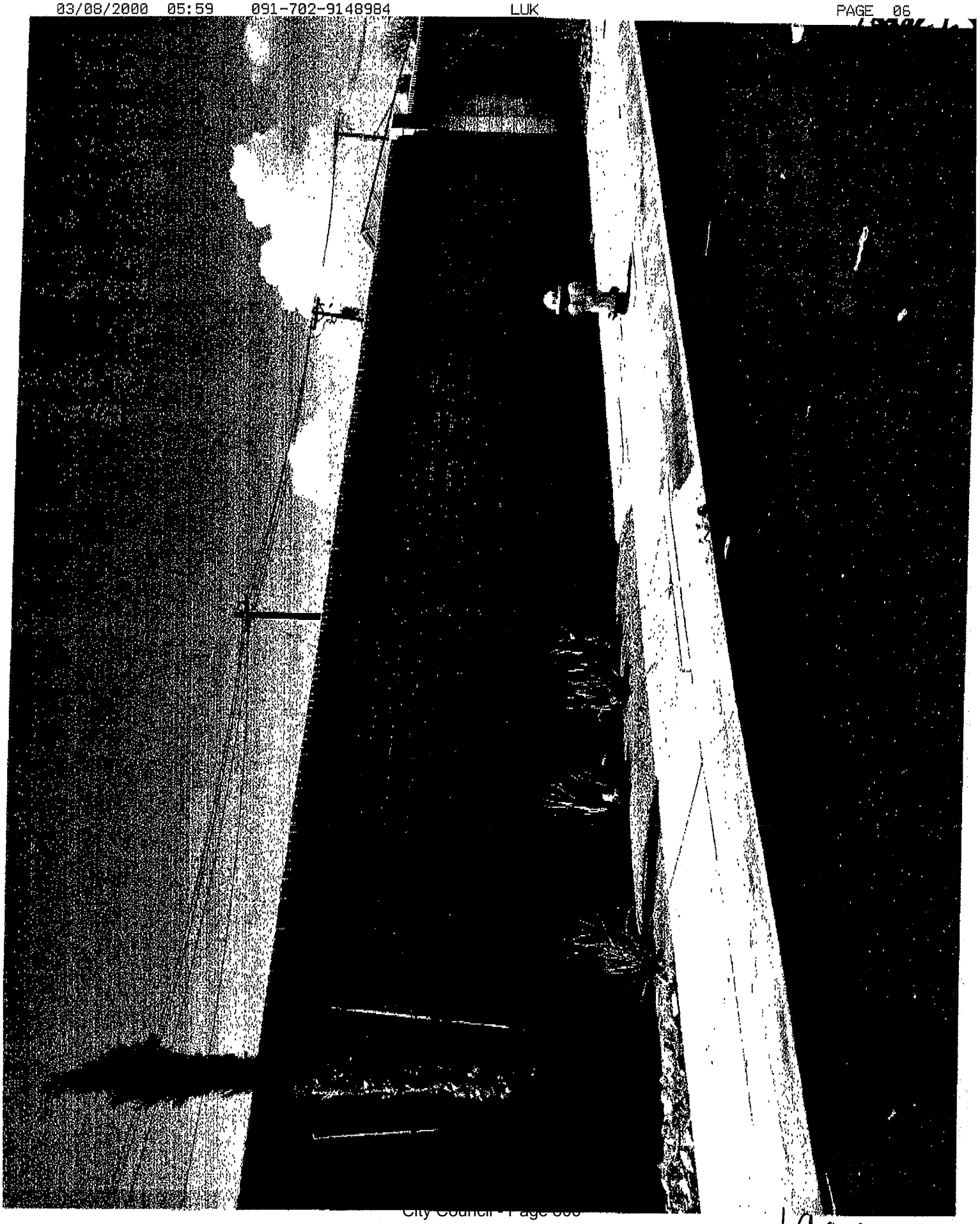
Elected Officials

Commission:	D - William McCurdy II (D)	**City Ward:**	5 - Cedric R. Crear
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School District:	C - Evelyn Garcia Morales	**University Regents:**	1 - Laura E. Perkins
Board of Education:	1 - Tim Hughes	**Minor Civil Division:**	Las Vegas

5,227 sqft lot

(Page 5)

10a-c
pg 5 of 6



TO : PLANNING - CLV

RE: 21-0379, JAN. 11TH, 2022

Based on information and belief, and after having spoken to tenants as well as owner, both OPPOSE the proposed ZONING changes at 600 North 1st avenue Las Vegas Nevada 89101

712 N 1st st,
ALPHA INVESTMENT GROUP INC
8550 W CHARLESTON BLVD STE 102
LAS VEGAS
NV 89117

RECEIVED
FEB 01 2022
Dept of Planning
City of Las Vegas

AND

139-27-712-039
OWNER AND MAILING ADDRESS
GONZALEZ-RIVERA EFREN
4925 JAE RIDGE ST
NORTH LAS VEGAS
NV 89081
702-561-6789

DATE: 1/11/2022

R.S.

Steven J. Bank
AAS Degree-seeking student CSN
725-243-6301

1aa-cP

21-0379

Nora Lares

From: chuck erwin <erwinddd@yahoo.com>
Sent: Monday, February 7, 2022 4:30 PM
To: Nora Lares
Subject: Issues with commercial rezone on 1st and Bonanza

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.**

Vote NO on the commercial, yes with conditions on residential rezone of property on 1st and Bonanza
Proposed zone change at 1st and Bonanza

I'm not opposed to the residential part of the rezone, with conditions, but am VERY much against commercial rezone. I do want her to develop, minus the commercial. Right now there's a vacant field that could, and sometimes does attract bums and riff raff. Smart development of the parcel gets rid of that. Again, the key word is smart. That's not commercial. Her idea of housing for the elderly, and retired military, is GREAT. No bums, little trouble with crime. Some with PTSD have issues, but I can deal with that. They served our country. I'm a patriot. My concern is with the commercial rezone.

I just bought my rental house at 610 Biltmore, and I'm concerned about the rezoning. I pride myself in NOT being a NIMBY, and generally side with the rights of those that own the land to be developed. In this case though, I have HUGE concerns with the commercial rezone. (I'm NOT opposed to the residential aspect of the rezone, provided conditions are met that I will describe later) I'm against the commercial part of the rezoning, because commercial could bring in riff raff that surrounds the neighborhood. There's the rescue mission nearby. Those apartments across the street continue to attract crime. Bums camp out all the time at nearby freeway interchanges on the sidewalk, especially along the street by the north of 15 offramp close to Bonanza. Despite this, our neighborhood has remained safe. That could all change with the commercial rezone. New commercial could become a magnet for those bums and riff raff to hang around our neighborhood, especially if a convenience store goes there. That threatens the safety of my three female tenants, one of which is elderly. In addition, the traffic would surely increase to an unacceptable level. Now the developer has assured me those commercial activities wouldn't occur. She just wants to provide services for her residents. Well, there's not the economies if scale for that without opening it up to the general public, unless her gym is like the size of a hotel gym, accessed only by the residents. In which case, rezone isn't necessary. Well, what about in the future?

Now, as far as the 18 units of residential, and the office. I'd like the following conditions to be met:

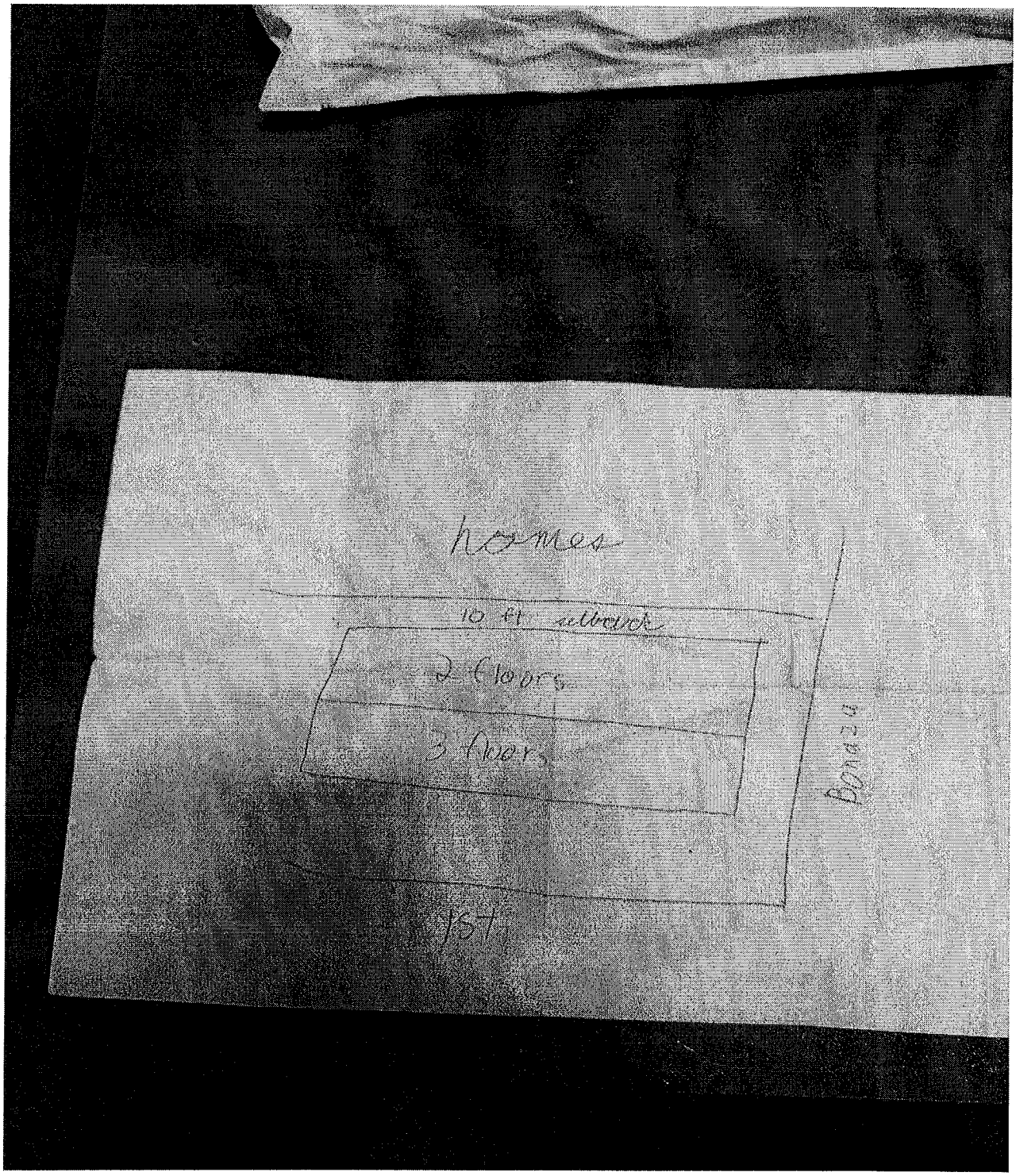
1. 10 foot setback in back of the building, lined with trees that will grow up to be tall. This will help better the neighborhood. No short trees with mature heights of 20-25 feet. Only those with mature heights of 40+ Palm trees shouldn't count, as they offer no privacy.

2. No balconies on the side of the building facing homes. People smoke from the balcony, flick their cigarette, which becomes a fire hazard for homes to the back

3. The third floor should be cut in half, with the balance of those units transferred to the first floor in what would have been commercial zoned. This helps protect the view of neighbors to the back without decreasing the

19a-c P
Pg 1 of 3

number of units. The part of the building closest to homes decrease it to two floors. The side facing 1st, keep at three. A balcony, with a 15 ft setback from the roofline on the third floor is Ok..they can't overlook homes then with that setback. Here's a crude drawing of my proposal



19a-c
pg 2 of 3

These are the conditions I'd like to see. No on the commercial rezone, yes on the residential rezone, with those conditions.
Sent from Yahoo Mail on Android

Sent from Yahoo Mail on Android

19a-c
Pg 3 of 3

Nora Lares

From: Lyle Fisher <lyle.darwin.fisher@gmail.com>
Sent: Monday, February 7, 2022 3:08 PM
To: Nora Lares
Subject: Opposed to project at 600 N 1st street/602 N 1st Street (corner Bonanza and 1st Street)

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.**

Councilman Cedric Crear,

Subject: I am opposed to all the proposed waivers for project Reference:
21-0379
21-0379-ZON1
21-0379-SUP1
21-0379-SDR1

1. I want to address specifically the fire hazards of having roof tops/balconies within 10 feet of the 2 property lines next to the neighbors. As a U.S. Army retired Veteran of 28 years of service I know that balconies tend to become smoking areas. Also smokers use windows that open up to exhale smoke as to not set off fire alarms and Soldiers will flick cigarettes butts that need daily morning cleaning up. This habit presents fire hazards to near by dumpsters, fencing, and neighbors roof tops. Roof tops that are close together is an extreme fire risk that the next house could catch on fire, and then the next.

2. I also want to echo what my neighbors are saying in opposition to this projects. 18 units is a lot of units on a land (double-lot) normally sized for a just a 4plex and some parking. There is currently no shoulder on Bonanza Street to park and 1st Street already had no parking allowed on one side allowing cars to pass.

3. My contact info is Lyle Fisher (254) 458-4054 or lyle.darwin.fisher@gmail.com
I have two properties in the area:
601 Tiffany Lane (primary address) and
104 Palm Lane

Respectfully,

19a-c P

RECEIVED

FEB - 7 2022

City of Las Vegas
Department of Planning

Fax

TO:	CITY OF LAS VEGAS	FROM:	STEVEN BANK
COMPANY:	PLANNING COMMISSION	COMPANY:	EX REL JUDITH RUMFORD
FAX:	7024647499	FAX:	7252436300
SUBJECT:		DATE:	Sunday, February 6, 2022

MOTION IN OPPOSITION RE. 21-0379,

CITY PLANNING COMMISSION

FEB 8TH, 2022

LAS VEGAS, NV

19a-C P
pg 1 of 10

PLANNING COMMISSION
2-8-2022

RECEIVED
FEB - 7 2022
City of Las Vegas
Department of Planning

MOTION

Steven J. Bank ex. Rel. Judith Rumford
720 N 1st st
Las Vegas, NV 89101
725-243-6301
Chrisphilly1001@gmail.com

IN RE

J. Jackson application for zoning change to C-2 (commercial) at 600 and 602 N 1st St., Las Vegas, NV 89101

Case No.: 21-0379

Department: PLANNING COMMISSION

MOTION TO DENY

This motion is brought on behalf of the owners listed below, as well as those who did not attend the neighborhood meeting but also sent in their opposition to this project and rezoning request. Below is discovery, as well as facts material in this matter.

EXHIBIT B : The image of the drawing (A) shows a rendition, but without further information no one knows it's origin. This could be plagiarism. The second (B) image shows the structure made entirely of wooden beams on the concrete floor. There are no reinforcements of any sort for this type of vertical erection; this building relies on its own weight to keep itself standing.

Just because the builder has a license to do business means very little as far as the competence and viability of the project. As an analogy, if a person were to find a body shop for their car that undercut the other shops by 50%, it doesn't necessarily mean that they should take that car to that body shop; sure, they might have a business license, but obtaining a license is a mere financial transaction with no regulation and no oversight whatsoever. It's clear from their

19a-C
pg 2 of 10

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City of Las Vegas
Department of Planning

only online footprint, an Instagram account, that no one oversees their operation, not even the government.

The owner insists that she comes in good faith with her request for commercial rezoning, and that as long as she's 'the boss' nothing going to change as far the good-natured purpose of her rezoning request. But situations do change, and without **enforceable stipulations** for her numerous promises every single person at the meeting and every person who was not there, including those who sent in their opposition for last month's meeting, are **opposed** to this proposed plan.

Enclosed is a partial list of those who were in attendance at the meeting held by Kaempfer Crowell at Dula Community Center in order to reach some sort of compromise. *No compromise has been reached*, and as such the resubmittal of the same zoning changes should be **denied**. (Exhibit C)

Dated this Feb. 6th, 2022

By:

STEVEN J. BANK – EX REL. JUDITH RUMFORD
(address as above)

fax: 702-464-7499 MOTION RE. 600 N 1ST ST

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Gmail

STEVEN XAVIER <chrisphilly1001@gmail.com>

Neighborhood Meeting - Bonanza/1st

6 messages

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Department of Planning

Lindsay Kaempfer <LKaempfer@kcnvlaw.com> Tue, Feb 1, 2022 at 6:36 PM
To: "chrisphilly1001@gmail.com" <chrisphilly1001@gmail.com>

Good afternoon,

It is my understanding that you met Stephanie Allen at the Planning Commission meeting last week for the proposed development at Bonanza and 1st. She asked that I reach out to you to let you know about the scheduled neighborhood meeting for tomorrow night. This notice was send via mail but we wanted to make sure that you were emailed a copy as well.

Thank you,

KAEMPFER
CROWELL

Lindsay A. Kaempfer

Paralegal

Kaempfer Crowell

1980 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135-2958
Tel: (702) 792-7000
Fax: (702) 796-7181
Email: lkaempfer@kcnvlaw.com

| WEBSITE |

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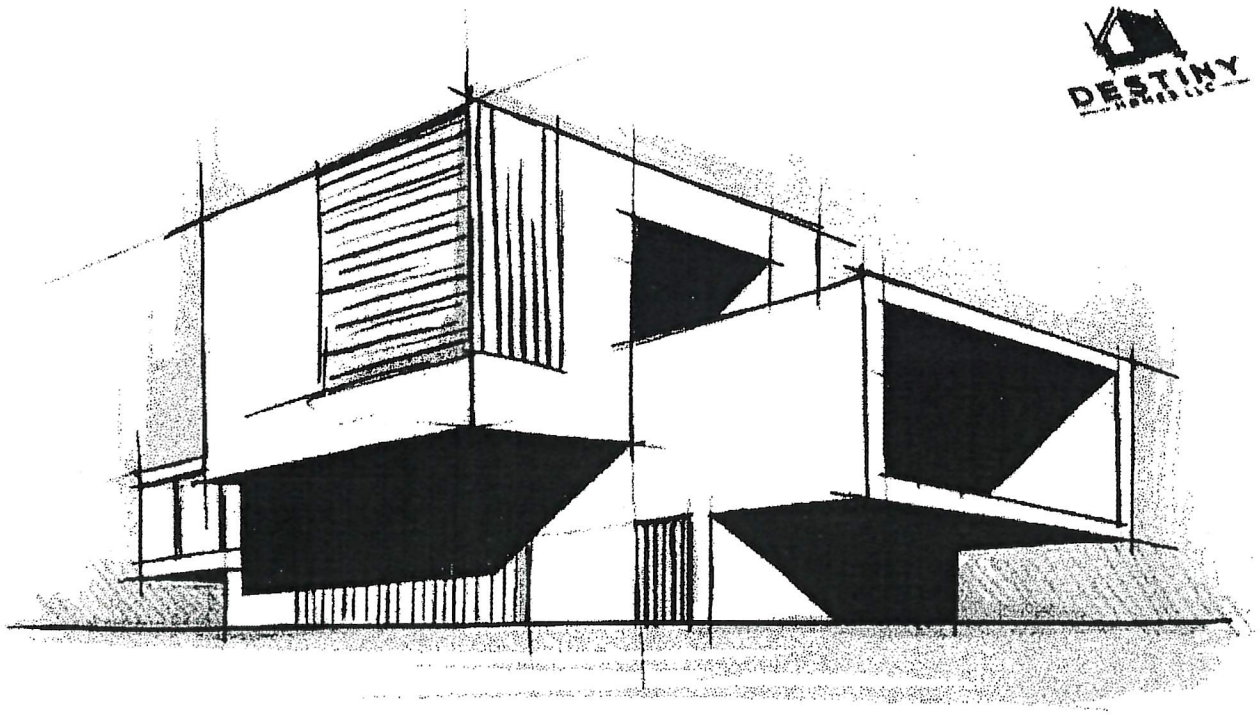
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pools and landscaping

(9)

destiny_homes_llc
Las Vegas, Nevada



10 likes

destiny_homes_llc Destiny Homes LLC ✨ has your keys to your new custom built dream home

destiny_homes_llc
Las Vegas, Nevada

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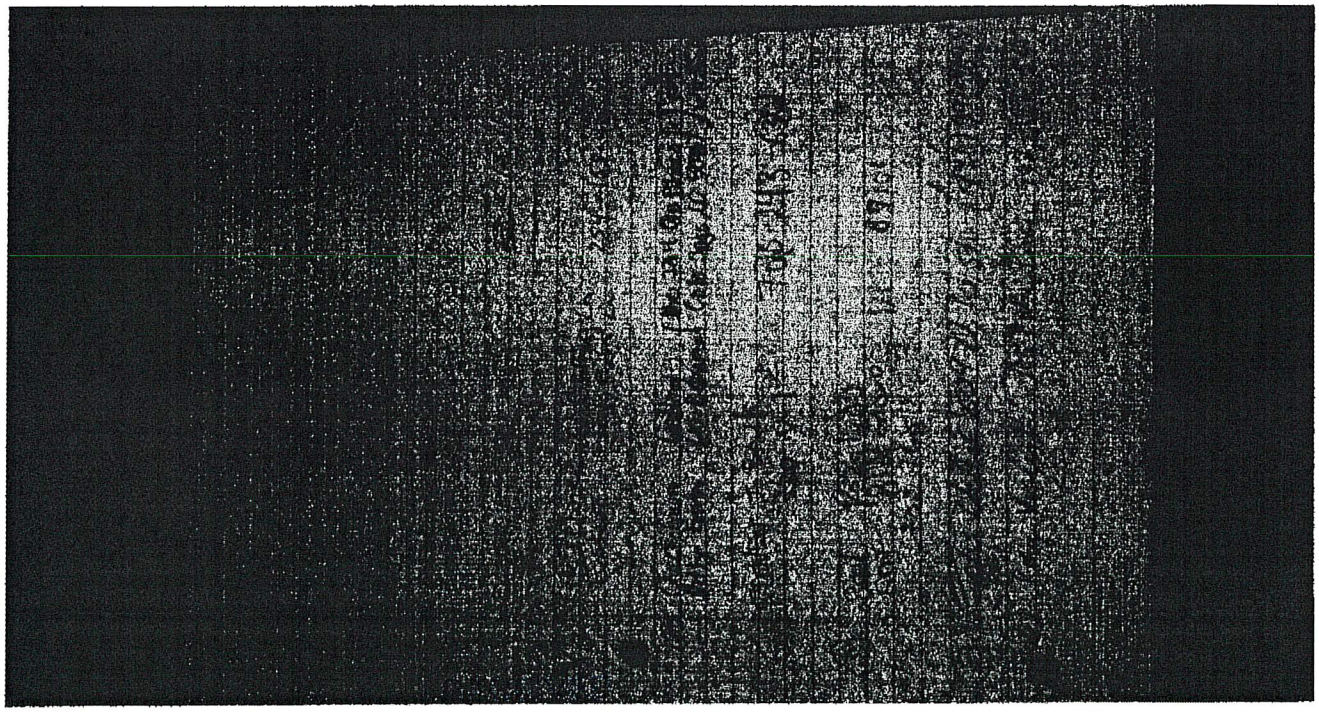
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Form Name:	Planning App Comments
Submission Time:	February 5, 2022 2:56 pm
Browser:	Chrome 96.0.4664.93 / OS X
IP Address:	98.181.223.14
Unique ID:	927202359
Location:	36.0798, -115.2032

Meeting Date	Tuesday, February 8, 2022
Project Number	21-0379
Position	I OPPOSE the project and all related applications.
Name	Caitlin Gwn
Residential or Business Address	320 Bonanza Way Las Vegas, NV 89101
Email	caitygwin@gmail.com
Comments	I oppose the rezoning for mixed use commercial and residential with 18 units. Biltmore is a quiet residential neighborhood and these rezoning changes would bring too much traffic and activity into the neighborhood. From listening to Ann's plans it seems that she could achieve her goal of providing counseling services and residential units without having to rezone for commercial. Additionally, 18 apartments is far too many and 3 stories will block neighbor's views and intrude upon their privacy. The unit should be maximum 2 stories and 8 units. Ideally, it would be rebuilt as office space and a single family home or 2 town houses. Thank you.

19A-CP

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
54a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0379-ZON1 - ABEYANCE ITEM - REZONING - FROM: R-1 (SINGLE FAMILY RESIDENTIAL) AND P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-2 (GENERAL COMMERCIAL)

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	6	Planning Commission Mtg.	2
City Council Meeting	10	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
54b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0379-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR A PROPOSED MIXED USE DEVELOPMENT

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	6	Planning Commission Mtg.	2
City Council Meeting	10	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
54c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0379-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED THREE-STORY TALL, 18-UNIT MIXED-USE DEVELOPMENT WITH 4,862 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS AREA 2 DEVELOPMENT STANDARDS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	6	Planning Commission Mtg.	2
City Council Meeting	10	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
55

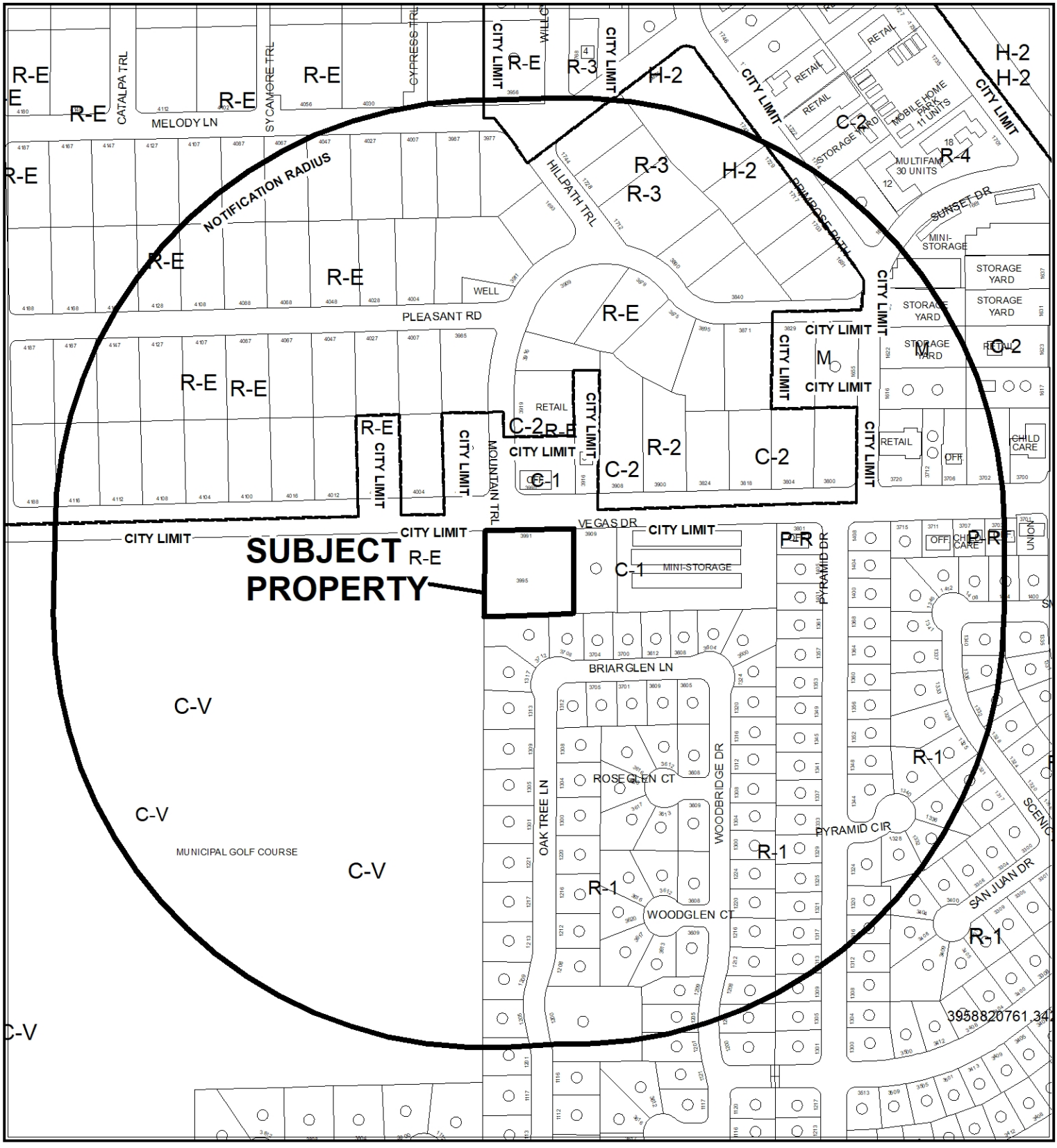
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0083 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ALBERTO DE LA PAZ - OWNER: ADKD HOLDINGS, LLC, VEGAS DRIVE SERIES - For possible action on the following Land Use Entitlement project requests on 0.94 acres on the south side of Vegas Drive, approximately 605 feet west of Pyramid Drive (APN 139-30-501-001), C-1 (Limited Commercial) Zone, Ward 5(Crear). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL on the entire Land Use Entitlement project.

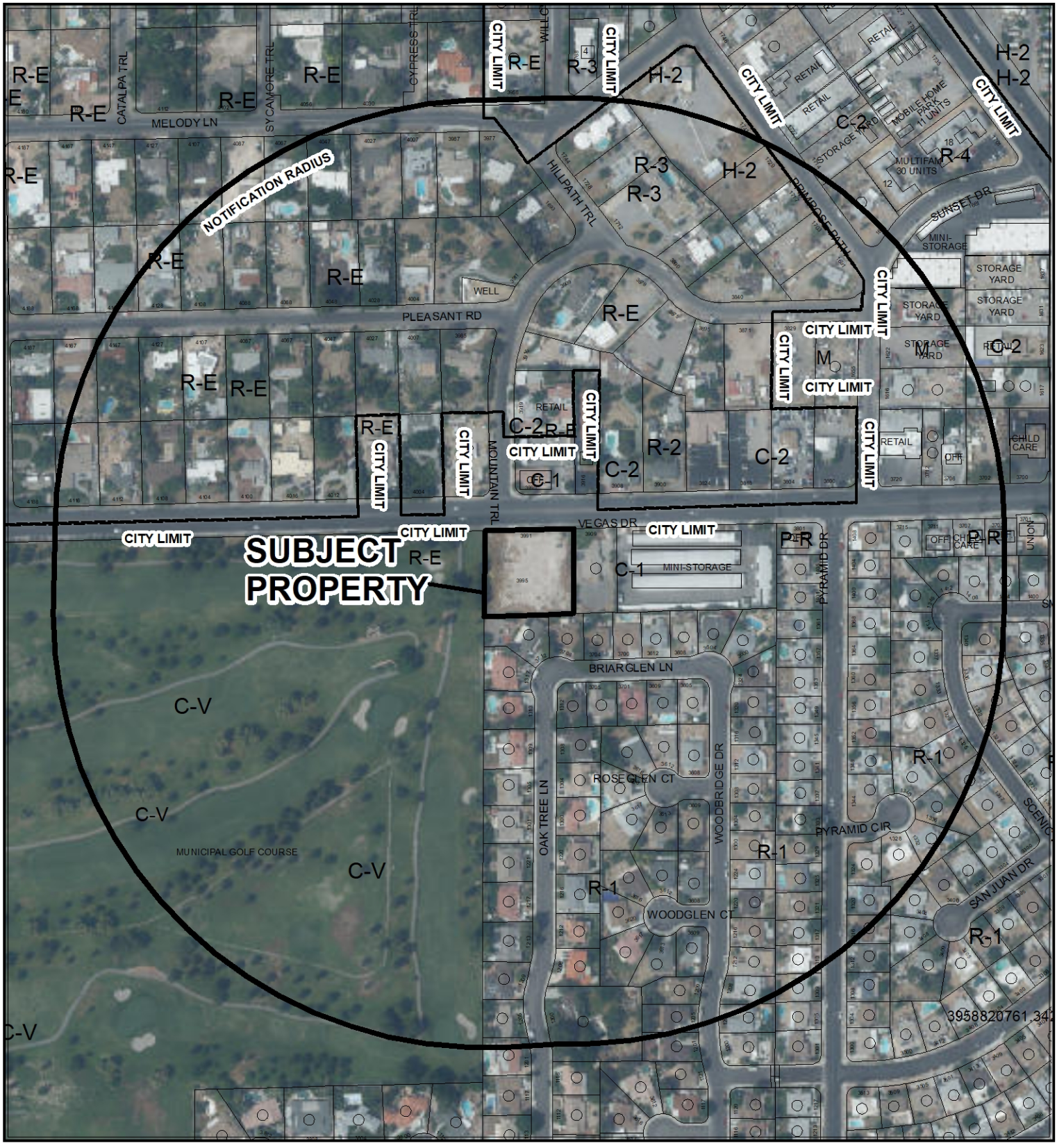
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division - 22-0083-SDR1
7. Protest Postcard
8. Backup Submitted from the May 18, 2022 City Council Meeting
9. Backup Documentation Submitted for the April 12, 2022 Planning Commission Meeting



CASE: **22-0083**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **22-0083**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ALBERTO DE LA PAZ - OWNER: ADKD HOLDINGS, LLC, VEGAS DRIVE SERIES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0083-VAR1	Staff recommends DENIAL, if approved subject to conditions:	
22-0083-VAR2	Staff recommends DENIAL, if approved subject to conditions:	22-0083-VAR1
22-0083-SDR1	Staff recommends DENIAL, if approved subject to conditions:	22-0083-VAR1 22-0083-VAR2

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 201 (by City Clerk)

PROTESTS 1

APPROVALS 0

NE

**** CONDITIONS ****

22-0083-VAR1 CONDITIONS

Planning

1. A Variance from Title 19.12 is hereby approved, to allow 46 parking spaces where 150 are required.

2. Approval of and conformance to the Conditions of Approval for Variance (22-0083-VAR2) and Site Development Plan Review (22-0083-SDR1) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0083-VAR2 CONDITIONS

Planning

1. A Variance from Title 19.08 is hereby approved, to allow an eight-foot tall wrought iron fence in the front yard setback area where five feet is the maximum height allowed.

2. A Variance from Title 19.08 is hereby approved, to allow a 75-foot Residential Adjacency Setback where 105 feet is required.

3. Approval of and conformance to the Conditions of Approval for Variance (22-0083-VAR1) and Site Development Plan Review (22-0083-SDR1) shall be required, if approved.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. 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. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0083-SDR1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (22-0083-VAR1) and Variance (22-0083-VAR2) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 02/22/22, except as amended by conditions herein.

4. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot wide landscape buffer adjacent to a portion of the west property line where eight feet is required.

5. An Exception from Title 19.08 is hereby approved, to allow no parking lot landscape islands where six are required.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
   - Artificial turf shall be installed in lieu of natural turf (sod).
   - The number of 24-inch box size shade trees shall be provided at a rate of one for every 20 linear feet of landscape buffer with a minimum of four, five-gallon shrubs for every required tree.

10. 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.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. Prior to the issuance of any permits for this site, grant a Bus Shelter Pad Easement in conformance with Standard Drawing #234.2 for a bus stop on Vegas Drive adjacent to this site unless the Regional Transportation Commission (RTC) acknowledges in writing that this easement is not required.

13. Construct all incomplete half-street improvements (sidewalk and streetlights) on Vegas Drive meeting current City of Las Vegas standards including a 10-foot bus shelter pad (if required by the Regional Transportation Commission) adjacent to this site concurrent with development of this site.

14. Gates shall not swing into the public rights-of-way and shall remain open during normal business hours.

15. 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.

16. Submit a License Agreement for landscaping and private improvements in the public rights of way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property within the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

17. 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

The applicant is proposing to construct a two-story, 13,283 square-foot building with a 1,000 square-foot first floor patio area and a 690 square-foot second-floor balcony on the south side of Vegas Drive, approximately 605 feet west of Pyramid Drive.

ISSUES

- A Variance is requested to allow 46 parking spaces where 150 are required. Staff does not support this request.
- A Variance is requested to allow a 75-foot Residential Adjacency Setback where 105 feet is required. Staff does not support this request.
- A Variance is requested to allow an eight-foot tall wrought iron fence in the front yard setback area where five feet is the maximum height allowed. Staff does not support this request.
- An Exception is requested to allow no parking lot landscape islands where one is required for every six uncovered parking spaces.
- A Waiver from Title 19.08 is hereby approved, to allow a zero-foot wide landscape buffer adjacent to a portion of the west property line where eight feet is required.

ANALYSIS

The applicant is proposing to construct a two-story structure consisting of 6,738 square feet of floor area and a 1,000 square-foot covered patio area; a 6,545 square-foot second floor area with a 690 square-foot balcony for a total square-footage of 14,973 square feet. The entire first floor and part of the second floor is to be utilized as a banquet facility Friday through Sunday, and the remaining portion of the second story floor area is to be utilized as office space for a maintenance company Monday through Thursday.

Parking Variance

As indicated by the applicant in the justification letter date stamped 02/22/22, the applicant intends to utilize the proposed structure for their corporate office Monday through Thursday from 7:00 a.m. to 7:00 p.m., and as a Banquet Facility Friday through Sunday. The banquet facility encompasses the entire first floor, and a portion of the second floor for a groom and bridal suite.

When multiple land uses are proposed for a single building with no separation of uses such as suites, the parking is calculated utilizing the most intense use. In this instance, the banquet facility is the more intense of the two proposed land uses resulting in a deficiency of parking. The "Office, Other Than Listed" land use is parked at a ratio of 1:300 square feet, which would require 50 parking spaces where 46 are provided. But in this instance, since the majority of the square-footage is being utilized as a banquet facility and is the more intense of the two proposed land uses, the parking is calculated as a "Banquet Facility" at a ratio of 1:100 square feet. The required parking for the proposed 14,973 square-foot banquet facility is 150 parking spaces where 46 is provided. This is a 69 percent reduction in the required parking.

Vegas Drive does not allow on-street parking, nor is there any available public parking within the vicinity of the proposed facility that could accommodate overflow parking. Even if only the first floor was being considered for the banquet facility that is still a requirement of 68 parking spaces where 46 are provided. The proposed parking is insufficient for the proposed banquet facility use and staff is recommending denial of the Variance request.

Residential Adjacency Setback Variance

The subject site shares a property line with residentially zoned (R-1) property to the south. When commercial development is adjacent to property zoned R-E, R-D, R-1, R-SL or R-CL, Residential Adjacency Setback Standards apply:

> "*No building subject to the standards of this Subsection shall exceed the height of a line drawn from the property line of a protected property at a 3:1 slope directly into the property subject to the standards of this Subsection. For example, a 100-foot high building must be set back 300 feet from the property line of the protected property, if both the property line of that property and the grade of the building subject to the standards of this Subsection are at the same elevation*."

In this instance, the proposed commercial building is 35 feet in height. In order to conform to the Residential Adjacency Setback Standards, the building needs to be setback 105 feet from the south property line. The applicant is requesting a Variance to allow a 75-foot setback from the south property line in lieu of the required 105 feet which staff does not support. Residential Adjacency Setback Standards ensure compatibility in both scale and design with the adjacent neighborhood. The adjacent residential neighborhood is all single-story and a two-story, 35-foot tall commercial building with a balcony is not similar in bulk and scale and will be intrusive to the adjacent single-story residential neighborhood when the facility is being utilized for a banquet. Therefore, staff is recommending denial of the requested Variance.

Variance for Fence Height
Adjacent to Vegas Drive, the applicant is proposing to construct an eight-foot tall wrought iron fence with gate. By code, this is considered the front yard setback area which limits fence heights to five feet. Staff is unable to support this request as it is preferential in nature and no hardship has been presented by the applicant to justify the excessive fence height along Vegas Drive. Therefore, staff is recommending denial of the request. The chain link fencing noted on the west property line of the proposed site plan is not part of this proposal as it is on the property of the Municipal Golf Course and maintained by that property owner.

Site Development Plan Review
The proposed floor plan depicts a first floor banquet hall and reception with a kitchen facility and restrooms. The second floor contains a bride and groom dressing room, staging area, and offices for the maintenance company. As the Banquet Facility use occupies a majority of the proposed building and there is no separation of uses, the parking was calculated utilizing the Banquet Facility requirements.

The proposed site plan indicated a lawn area, and due to the decreasing water levels of our main water source, staff has conditioned the applicant to utilize artificial turf in lieu of natural grass. The remaining plant materials proposed are desert friendly and appropriate for the City.

A Waiver is requested to allow no landscape buffer for the southern portion of the west property line in order to accommodate a fire turn-around. Staff does not support this request, or the request for an Exception to allow zero parking lot landscape islands as this is indicative of the applicant attempting to overdevelop the site.

As evidenced by the Residential Adjacency Setback Variance, the parking Variance, and the Waiver and Exception requests, the applicant is attempting to overdevelop the subject site. As stated by Title 19.16.140, “the applicant bears the burden of proof to establish that the approval of a Variance is warranted.” There is no evidence of a hardship presented by this site. There is no exceptional topography or grade, as the site is essentially “flat,” and it is not an unusual shape and is almost a perfect square. These requested Variances are not to relieve the applicant of an undue hardship, but simply to allow the applicant to overdevelop the site which will in turn, place hardships on the neighboring properties when there is insufficient parking for an event, and/or spillover lighting and noise from banquet attendees outside on the balcony or patio.

Title 19.16.140 specifically states a Variance may be granted "to relieve difficulties or hardships, 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." Staff finds the granting of the requested Variances and sequential approval of the related Site Development Plan Review will impair the intent and purpose of Title 19, and recommends denial of all applications.

FINDINGS (22-0083-VAR1 and VAR2)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to overdevelop the site. A reduction in square-footage and height would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (22-0083-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   Due to the Variance for a reduction of the Residential Adjacency Setback and for 69 percent less parking than what is required by Title 19, staff finds the proposed development is not compatible with adjacent development or development in the area.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is not consistent with Title 19 as evidenced by the requested Variances, Waivers and Exception.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The proposed Banquet Facility land use for the proposed development would negatively impact adjacent roadways as there is insufficient parking provided on-site which will result in spill over parking to occur on neighboring sites as there is no street parking on Vegas Drive.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials include stucco, stacked stone tiles and concrete roof tiles which are all appropriate for the area and the City. The proposed landscape materials are desert friendly and also appropriate for the area and the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed design characteristics and architectural features create an orderly and aesthetically pleasing environment. The noncompliance with the Residential Adjacency Setback Standards make the proposed two-story structure incompatible with the adjacent single-family residential neighborhood to the south.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development is subject to building permit review as well as regular inspections during construction. Continued oversight through the business licensing process is also a measure taken to ensure the public health, safety and general welfare are protected.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/21/04	The City Council approved a request for a Rezoning (ZON-3326) From R-1 (Single Family Residential) To C-1 (Limited Commercial) on 0.94 acres located on the south side of Vegas Drive, approximately 584 feet west of Pyramid Drive. The Planning Commission recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-3327) for a 9,000 square-foot office development on 0.94 acres located on the south side of Vegas Drive, approximately 584 feet west of Pyramid Drive. The Planning Commission recommended approval.
02/20/08	The City Council approved a request for a Rezoning (ZON-25992) From R-1 (Single Family Residential) To C-1 (Limited Commercial) on 0.94 acres located on the south side of Vegas Drive, approximately 584 feet west of Pyramid Drive. The Planning Commission recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-25995) for a 9,000 square-foot office development on 0.94 acres located on the south side of Vegas Drive, approximately 584 feet west of Pyramid Drive. The Planning Commission recommended approval.
06/21/17	The City Council approved a request for a Variance (VAR-69261) to allow a Residential Adjacency Setback of 20 feet where a minimum of 54 feet is required on 0.94 acres at 3991 Vegas Drive. The Planning Commission recommended approval.
	The City Council approved a request for a Variance (VAR-69339) to allow 38 parking spaces where 40 spaces are required on 0.94 acres at 3991 Vegas Drive. The Planning Commission recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-69262) for an 11,780 square-foot Building Maintenance Service and Sales Building on 0.94 acres located on the south side of Vegas Drive, approximately 584 feet west of Pyramid Drive. The Planning Commission recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/12/22	The Planning Commission (7-0 vote) recommends DENIAL on the the following Land Use Entitlement project requests on 0.94 acres on the south side of Vegas Drive, approximately 605 feet west of Pyramid Drive (APN 139-30-501-001), C-1 (Limited Commercial) Zone, Ward 5 (Crear) • 21-0083-VAR1 - VARIANCE - TO ALLOW 46 PARKING SPACES WHERE 150 ARE REQUIRED • 21-0083-VAR2 - VARIANCE - TO ALLOW AN EIGHT-FOOT TALL FENCE WHERE FIVE FEET IS ALLOWED IN THE FRONT YARD SETBACK AREA AND A 75-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 105 FEET IS REQUIRED • 21-0083-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED TWO-STORY, 14,973 SQUARE-FOOT OFFICE AND BANQUET FACILITY DEVELOPMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

Most Recent Change of Ownership	
04/2013	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
02/09/22	Staff conducted a pre-application meeting to discuss the proposed development and the applications necessary.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/03/22	Staff performed a routine field check and observed the subject undeveloped lot. Staff noted the single-family residences that share a property line and wall to the south. There is an existing (green) chain link fence and pony wall along the west property line adjacent to the municipal golf course. Some graffiti was noted on the block wall adjacent to the single-family residences. Staff also noted no on-street parking available.

Details of Application Request	
Site Area	
Net Acres	0.94

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	R (Rural Density Residential)	R-E (Residence Estates)
	Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
West	Municipal Golf Course	PF (Public Facilities)	C-V (Civic)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 70 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	206 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	 10 Feet 10 Feet 10 Feet 20 Feet	 25 Feet 45 Feet N/A 75 Feet	 Y Y N/A Y
Max. Lot Coverage	50 %	19%	Y
Max. Building Height	Residential Adjacency (75-Foot Setback = 25-Foot Tall Building)	35 Feet	N
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	
Mech. Equipment	Screened	By Condition	

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	105 Feet	75 Feet	N
Trash Enclosure	50 Feet	143 Feet	Y

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees: • North • South • East • West	 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet	 8 Trees 11 Trees 10 Trees 10 Trees	 13 Trees 9 Trees 8 Trees 7 Trees	 Y N* N* N*
TOTAL PERIMETER TREES		**39 Trees**	**37 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	6 Trees	0 Trees	N**

NE

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		18 Feet	Y
• South	8 Feet		8 Feet	Y
• East	8 Feet		8 Feet	Y
• West	8 Feet		0 Feet	N***
Wall Height	6 to 8 Feet Adjacent to Residential		By Condition	

**A Condition of Approval has been added by staff to ensure the minimum required number of trees and shrubs are planted if approved.*
***An exception is requested to allow no parking lot landscape islands for every six uncovered parking spaces.*
****A Waiver is requested to allow a portion of the landscape buffer adjacent to the west property line to be reduced to zero feet, which staff does not support.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Vegas Drive	Collector	Master Plan of Streets and Highways Map	81	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	ADA	Regular	ADA	
Banquet Facility*	14,973 SF	1:100 SF	150				
TOTAL SPACES REQUIRED			150		46		N
Regular and Handicap Spaces Required			145	5	43	3	N
Percent Deviation			69%				

**When there are multiple land uses in a single building with no separation such as separate suites, the parking is calculated utilizing the most intense land use.*

NE

Waivers		
Requirement	***Request***	***Staff Recommendation***
An eight-foot wide landscape buffer is required adjacent to interior property lines.	To allow a zero-foot wide landscape buffer adjacent to a portion of the west property line where eight feet is required.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
A parking lot landscape island is required at the end of every row of parking, and at a ratio of one for every six uncovered parking spaces.	To allow no parking lot landscape islands for every six uncovered parking spaces.	Denial

Department of Public Works Traffic Study

Proposed 15.5 Thousand Square-Foot Office and Banquet Facility				
Proposed Use				
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	15.5	9.74	151
AM Peak Hour			1.16	18
PM Peak Hour			1.15	18
Existing Traffic on Nearby Streets				
Vegas Drive				
Average Daily Traffic (ADT)			15,788	
PM Peak Hour (Heaviest 60 Minutes)			1,263	
Rancho Drive				
Average Daily Traffic (ADT)			49,628	
PM Peak Hour (heaviest 60 minutes)			3,970	
Traffic Capacity of Adjacent Streets:				
Adjacent Street ADT Capacity				
Vegas Drive			33,800	
Rancho Drive			59,900	

Summary
This project is expected to add an additional 151 trips per day on Vegas Drive, Mountain Trail and Rancho Drive. Currently, Vegas Drive is at about 47 percent of capacity and Rancho Drive is at about 83 percent of capacity. With this project, these capacities are expected to remain unchanged. Counts are not available for Mountain Trail, but it is believed to be under capacity.
Based on Peak Hour use, this expansion will add into the area roughly 18 additional peak hour trips, or about one every three minutes.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	22-0083
Meeting Date	02/22/2022
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Site Development Plan Review, variance (2x)

Project Address (Location) 3991 Vegas Dr Las Vegas Nv. 89108

Project Name Hacienda de la Paz **Proposed Use** Business

Assessor's Parcel #(s) 13930501001 **Ward #** 5- CREAR

General Plan: Existing _____ Proposed ✓ **Zoning:** Existing ✓ Proposed _____

Additional Information _____

Property Owner Alberto De La Paz Contact _____

Address 3991 Vegas Dr City Las Vegas State NV Zip 89108

E-mail adlp@aol.com Phone 702-878-8020

Applicant ALBERTO DE LA PAZ. Contact SAME.

Address 9216 Golden Eagle Dr City Las Vegas State NV Zip 89134

E-mail adlp@aol.com Phone 702-878-8020 & (702) 563-9050

Representative _____ Contact _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name ALBERTO DE LA PAZ.

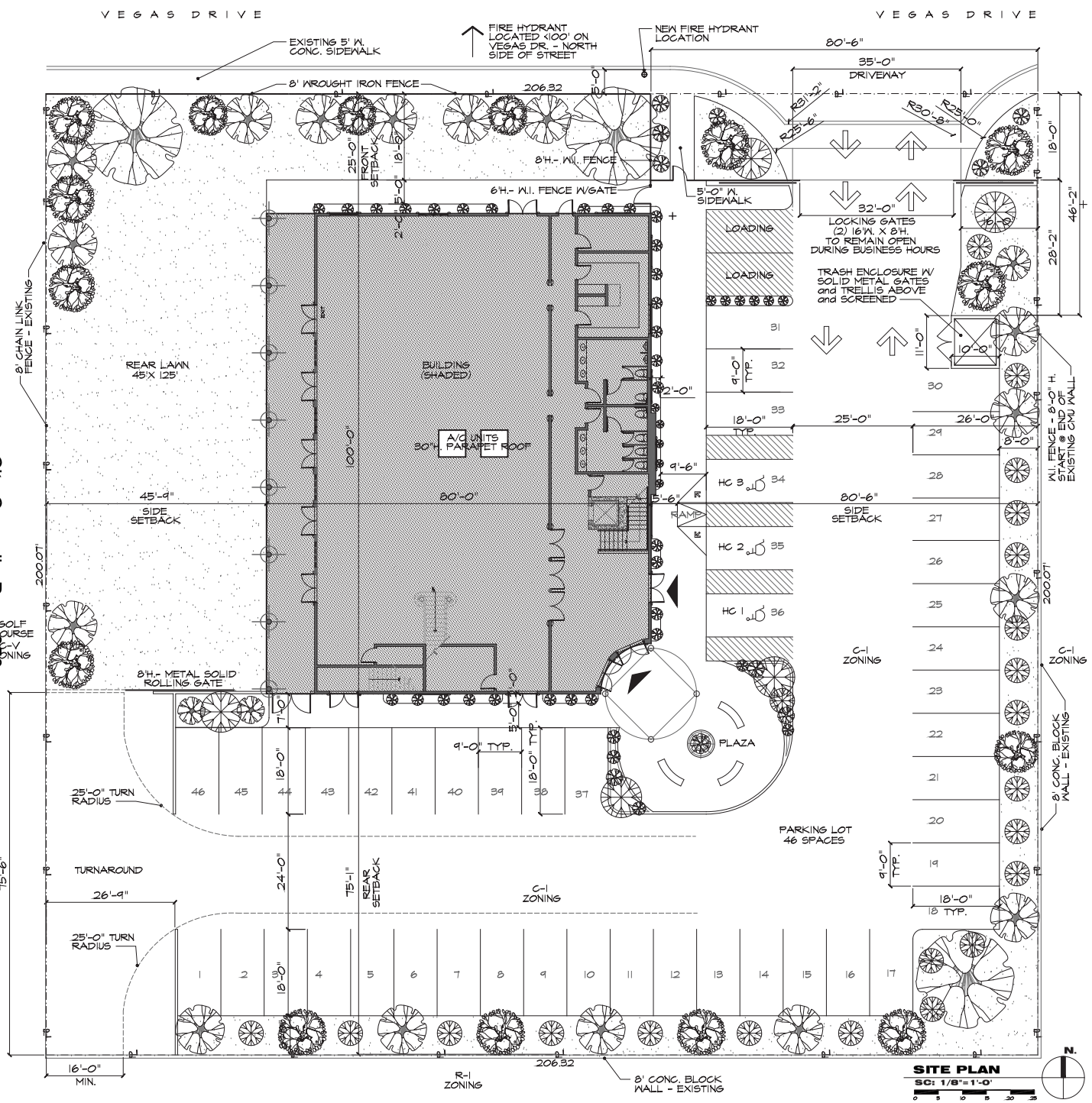
Maria De la Luz Martinez
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-3820-01
My Appt. Expires May 31, 2025

Subscribed and sworn before me

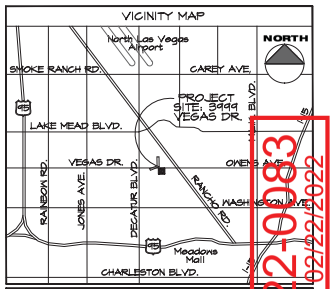
This 14th day of February, 20 22

Clark County, NV.

Notary Public in and for said County and State



VICINITY MAP



22-0983
02/22/2022

PROJECT INFORMATION	
JURISDICTION	CITY of LAS VEGAS, NEVADA
PARCEL#	#139-30-501-001
CONSTRUCTION TYPE	B-V-NR
ZONING	C-1
OWNER	DLP SERVICES, LLC 5115 ALPINE PL. LAS VEGAS, NV 89107
PROJECT	PROPOSED 15500 S.F. 2-STORY MULTI-PURPOSE BUILDING ON (1) ACRE LOT (+/-) WITH STRUCTURAL, MECHANICAL, ELECTRICAL and PLUMBING SCOPE.
EXTERIOR MATERIALS	STUCCO FINISH W/ RANDOM STONE LOWER WAINSCOATING TO + 48" and ARCHED MULTI-LIGHT WINDOWS.
CODES	2017 NATIONAL ELECTRICAL CODE 2018 INTERNATIONAL MECHANICAL CODE 2018 INTERNATIONAL PLUMBING CODE 2018 ENERGY CONSERVATION CODE 2018 ENERGY CONSERVATION CODE

BUILDING CALCULATIONS	
LOT SIZE	200.0T' X 206.32 / 41,278 S.F.
BUILDING SIZE	80' W. X 100' L.
BUILDING HEIGHT	32'-6"
FIRST FLOOR AREA	6756 S.F.
FIRST FL. TERRACE	1000 S.F.
SECOND FLOOR AREA	6548 S.F.
SECOND FL. BALCONY	690 S.F.
TOTAL S.F.:	13,288 S.F.
TOTAL S.F. TERRACE:	1690 S.F.

LOT COVERAGE		
BUILDING FOOTPRINT	7757 S.F.	/ 19%
LANDSCAPING	10,120 S.F.	/ 24%
PARKING LOT	17,768 S.F.	/ 43%
SIDEWALKS	4445 S.F.	/ 10%
TRASH ENCLOSURE	110 S.F.	/ 4%

PARKING CALCULATIONS	
FIRST FLR. - BANQUET FACILITY (1:100 S.F.) SECOND FLR. - OFFICE SPACE (1:100 S.F.)	4354 S.F. 6545 S.F.
BANQUET FACILITY SPACES REQ'D	44
OFFICE PARKING SPACES REQ'D	22
TOTAL PARK SPACES REQ'D	66
TOTAL H/C SPACES REQ'D	3
TOTAL LOADING SPACES REQ'D	2
TOTAL PARK SPACES REQ'D TOTAL PARK SPACES PROVIDED	66 46

LANDSCAPING LEGEND

SYMBOL	DESCRIPTION	QTY.
	36" BOX TREE FLOWERING PLUM	3
	24" BOX TREE AFRICAN SUMAC	16
	24" BOX TREE SWEET ACACIA	12
	24" BOX TREE RAYWOOD ASH	5
	5 GAL. DWARF MYRTLE SHRUB	24
	5 GAL. MOCK ORANGE SHRUB	54
GROUND COVER	ALL PLANTERS TO BE 1/2" DESERT SUN ROCK - TYP.	3500 S.F. +/-

Hacienda de la Paz

PARCEL# 139-30-501-001
VEGAS DRIVE
LAS VEGAS, NV 89108

KEY PLAN REVISION

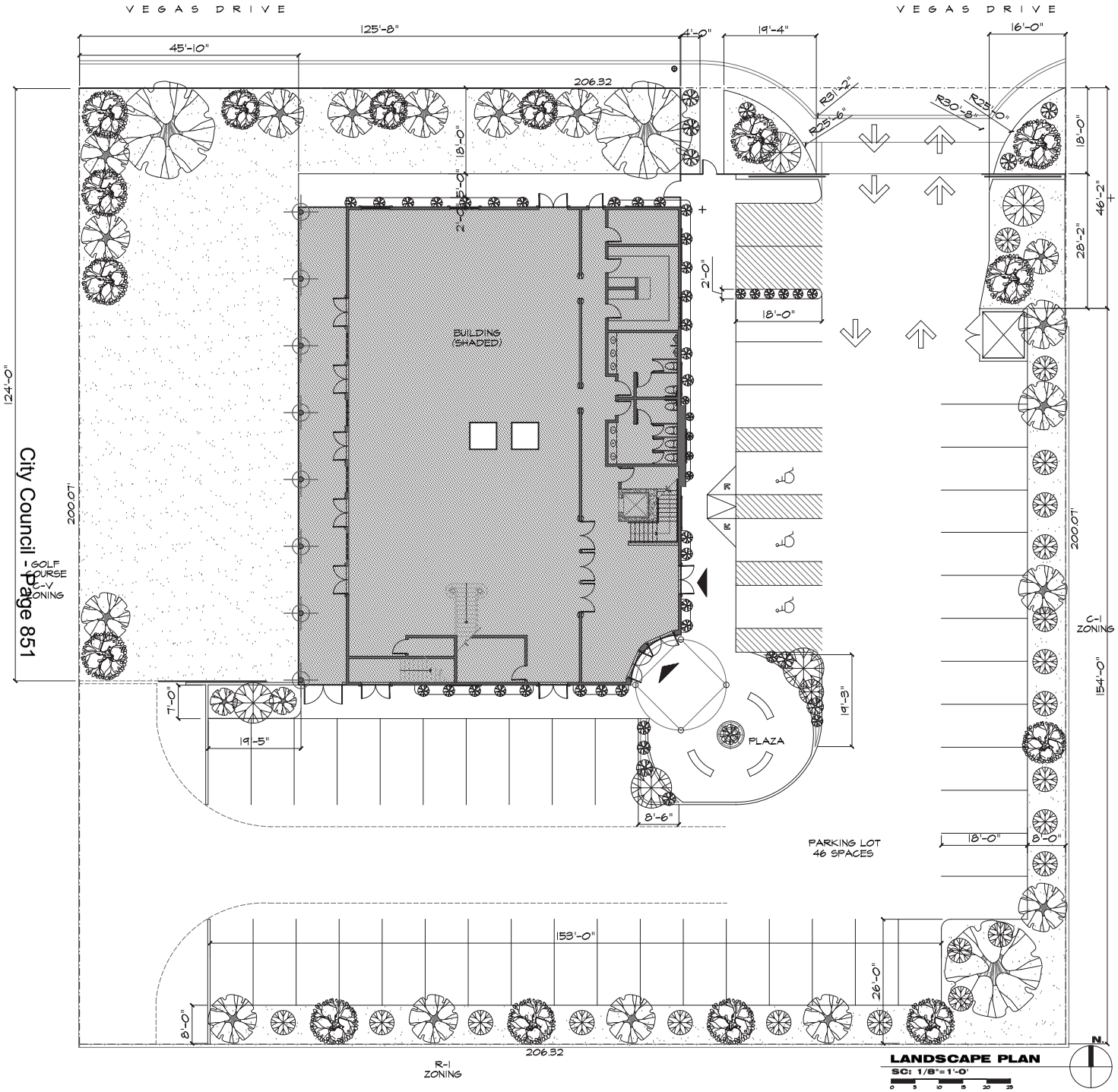
ELM TREE PROJECT NUMBER
HDLP-21

DATE
FEB 22, 2022

ISSUE

SHEET TITLE
SITE PLAN

SHEET NO.
A-100



LANDSCAPE PLAN
SC: 1/8"=1'-0"

LANDSCAPING LEGEND		
SYMBOL	DESCRIPTION	QTY.
	36" BOX TREE FLOWERING PLUM	12
	24" BOX TREE AFRICAN SUMAC	16
	24" BOX TREE SWEET ACACIA	12
	24" BOX TREE RAYWOOD ASH	5
	5 GAL. DWARF MYRTLE SHRUB	24
	5 GAL. MOCK ORANGE SHRUB	54
GROUND COVER	ALL PLANTERS TO BE 1/2" DESERT SUN ROCK - TYP.	3500 S.F +/-

22-0083
02/22/2022

City Council - Page 851

Hacienda de la Paz
PARCEL# 139-30-501-001
VEGAS DRIVE
LAS VEGAS, NV 89108

KEY PLAN
REVISION

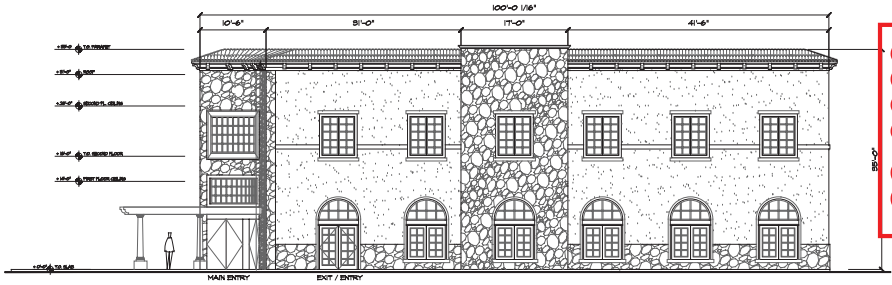
EJMT REE PROJECT NUMBER
HDLP-21

DATE
FEB 22, 2022

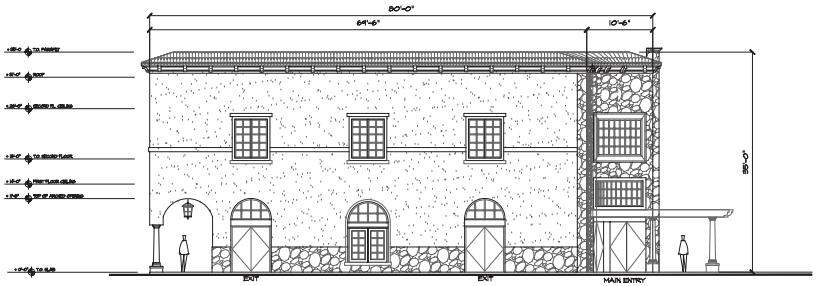
ISSUE

SHEET TITLE
LANDSCAPE PLAN

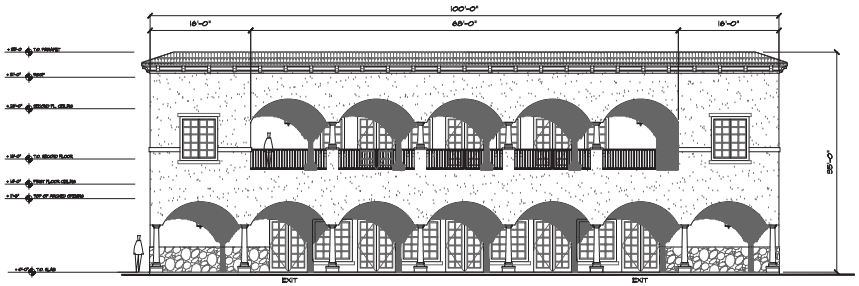
SHEET NO.
A-101



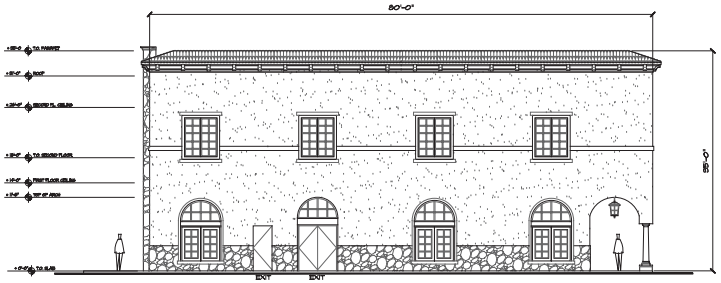
1 **EAST ELEVATION**
SC: 1/8"=1'-0"



2 **SOUTH ELEVATION**
SC: 1/8"=1'-0"



3 **WEST ELEVATION**
SC: 1/8"=1'-0"



4 **NORTH ELEVATION**
SC: 1/8"=1'-0"

22-0083
02/22/2022

Hacienda de la Paz
PARCEL# 139-30-501-001
VEGAS DRIVE
LAS VEGAS, NV 89108

KEY PLAN
REVISION

ELMTREE PROJECT NUMBER
HDLP-21

DATE
FEB 22, 2022

ISSUE

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NO.
A-200

22-0083
02/22/2022

Hacienda de la Paz

PARCEL# 139-30-501-001
VEGAS DRIVE
LAS VEGAS, NV 89108

KEY PLAN
REVISION

ELAYTREE PROJECT NUMBER
HDLP-21

DATE
FEB 22, 2022

ISSUE

SHEET TITLE
FIRST FLOOR PLAN
SECOND FLOOR PLAN

SHEET NO.
A-110



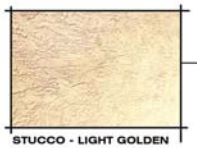
STACKED STONE TILE



CONCRETE ROOF TILE



STUCCO - DARK BROWN ACCENT



STUCCO - LIGHT GOLDEN



1 **EAST ELEVATION**
SC: 1/8"=1'-0"



2 **SOUTH ELEVATION**
SC: 1/8"=1'-0"



3 **WEST ELEVATION**
SC: 1/8"=1'-0"



WROUGHT IRON RAILING



PRE-CAST CONCRETE COLUMNS



DARK BROWN DOORS AND WINDOWS



4 **NORTH ELEVATION**
SC: 1/8"=1'-0"

Hacienda de la Paz
VEGAS DRIVE
LAS VEGAS, NV 89108

KEY PLAN
REVISION

ELMTREE PROJECT NUMBER
HDLP-21

DATE
DEC. 15, 2021

ISSUE

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NO.
A-200

22-0083
02/22/2022



22-0083-VAR1, 22-0083-VAR2 AND 22-0083-SDR1 - APPLICANT: ALBERTO DE LA PAZ - OWNER: ADKD HOLDINGS, LLC, VEGAS DRIVE SERIES
SOUTH SIDE OF VEGAS DRIVE, APPROXIMATELY 605 FEET WEST OF PYRAMID DRIVE

03/03/2022



22-0083-VAR1, 22-0083-VAR2 AND 22-0083-SDR1 - APPLICANT: ALBERTO DE LA PAZ - OWNER: ADKD HOLDINGS, LLC, VEGAS DRIVE SERIES
SOUTH SIDE OF VEGAS DRIVE, APPROXIMATELY 605 FEET WEST OF PYRAMID DRIVE

03/03/2022



22-0083-VAR1, 22-0083-VAR2 AND 22-0083-SDR1 - APPLICANT: ALBERTO DE LA PAZ - OWNER: ADKD HOLDINGS, LLC, VEGAS DRIVE SERIES
SOUTH SIDE OF VEGAS DRIVE, APPROXIMATELY 605 FEET WEST OF PYRAMID DRIVE

03/03/2022

DLP®
SERVICES LLC

22-0083
02/22/2022

January 5, 2022

City of Las Vegas Planning Department
495 S Main St, Las Vegas, NV 89101
Las Vegas, NV 89107

RE: Justification Letter for Application for new community development located at 3991 Vegas Drive., Las Vegas, NV. Parcel #139-30-501-001

Dear Planning Department:

The purpose of this letter is to provide information justifying DLP Services, LLC's ("DLP") decision to relocate from 5113 Alpine Place, Las Vegas, NV 89107 to 3991 Vegas Drive, Las Vegas, NV ("New Property") the New Property will conform to all city ordinances and building codes. DLP's relocation will provide significant benefit to the community and not cause any issues.

DLP made the decision to relocate because DLP is a large janitorial company with more than 300 employees and needs more commercial space to operate. DLP has been in operation since 2003 and has been committed to meeting clients' expectations by using quality products and resources to ensure quality janitorial services. DLP is committed to ensuring customers' corporate facilities are satisfactory in appearance. DLP takes a proactive approach to enhance client's satisfaction, including clients such as the Las Vegas Golden Knights Arena, Downtown Summerlin Mall, Howard Hughes Corporation (The Summerlin Council) and medical facilities such as Mountain View Hospital, Henderson Hospital and Southern Hills Hospital.

Other considerations justifying DLP's decision to relocate include the following:

- The New Property will provide a dual use;
  - DLP will relocate its corporate office to the New Pocation. The hours of operation for the corporate office use will be from Monday through Thursday, 7:00am to 7:00pm;
  - The New Property will also provide space as a banquet hall. The hours of operation for Banquet Hall purposes will be from Friday through Sunday;

- The New Property is conveniently located in the community for people to access for work/job opportunities, especially the banquet hall business;
- The New Property is located in a predominantly low-income community. The banquet hall portion will bring a pleasing aesthetic to the community and will certainly be popular with the local community for popular events, such as weddings, graduations, birthdays, holiday parties, corporate events, and quinceñeras;
- The New Property will have assigned parking spaces for office staff, large community venues, and guests and will also provide bicycle spaces;
- The New Property will provide adequate security, lighting and public parking that will be in compliance with city ordinates and will not interfere with the local community residents; and
- The New Property will help the community grow and flourish by providing a fresh landscape and building.

22-9083
02/22/2022

DLP anticipates that construction will be approximately twelve (12) months. Further, approximately thirteen (13) corporate employees will be employed at the New Property full time. The banquet hall venue will accommodate approximately 100-125 persons.

Should you have any further questions regarding DLP's decision to relocate, or questions regarding the New Property, please feel free to contact us further. Thank you for your consideration.

Regards,

Alberto De La Paz,
President of DLP Services, LLC

DLP Services, LLC
5113 Alpine Place Las Vegas, NV 89107
Phone: 702.878.8020 Fax: 702.878.8087

DEPARTMENT OF PLANNING

22-0083
02/22/2022

Justification Letter

A Justification Letter explaining your application will be included in the materials sent to the Planning Commission; *multiple related applications shall be addressed in a single comprehensive letter*. This letter may be prepared by the applicant or a representative. The following format is provided to assist in the preparation of this letter.

Issue –

Please describe in detail the request and the intended use of the property

Information –

Please provide the following information and any other that will assist the Planning Commission in making their decision:

- # of employees/residents
- Hours of operation
- Any existing similar uses owned or operated by the applicant and their location
- Any required state licenses specific to the use requested

Sustainability (if applicable – if yes, please explain)	*Yes*	*No*
Will this project participate in the City of Las Vegas Green Building Program? (Newly constructed buildings are eligible; find on the web at: http://www.lasvegasnevada.gov/sustaininglasvegas/default.htm.)		X
Will this project be constructed to LEED or other equivalent standards?		X
Will this project utilize alternative energy sources or water savings measures? (Examples: solar, wind, xeriscape)	X	
Is there connectivity to adjacent parcels? (Automobile or pedestrian)		X
Will the proposed project qualify as a walkable community (for Residential and Mixed Use projects only)? (Walkable communities allow residents to access community amenities needed to conduct routine activities of daily life within a ½ mile.)	X	
Is the project using any means of sustainable construction? (Examples: Covered parking, light color palate, building orientation, etc.)	X	
Will this project meet the intent of the Urban Forestry Initiative? (Is there a landscape waiver requested that will result in the loss of tree canopy coverage?)		X
Will the project provide any bicycle parking?	X	
Will the project provide any electric vehicle recharging stations?	X	

Findings –

Please describe in detail how the project meets/supports existing City regulations (please see back of document for **Determinations of Approval for applications per Title 19.18)**

The Justification Letter must have original signature of named owner, applicant or representative from SOFI & identified as such.

22-0083-SDR1
Alberto De La Paz

SEC Vegas Drive & Mountain Trail

Proposed 15.5 thousand square foot office and banquet facility.

Traffic produced by proposed development:

First Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	15.5	9.74	**151**
AM Peak Hour			1.16	**18**
PM Peak Hour			1.15	**18**

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Vegas Drive	
Average Daily Traffic (ADT)	15,788
PM Peak Hour	1,263

(heaviest 60 minutes)

Rancho Drive	
Average Daily Traffic (ADT)	49,628
PM Peak Hour	3,970

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Vegas Drive	33,800
Rancho Drive	59,900

This project is expected to add an additional 151 trips per day on Vegas Dr., Mountain Trl. and Rancho Dr. Currently, Vegas is at about 47 percent of capacity and Rancho is at about 83 percent of capacity. With this project, these capacities are expected to remain unchanged. Counts are not available for Mountain Trl., but it is believed to be under capacity.

Based on Peak Hour use, this expansion will add into the area roughly 18 additional peak hour trips, or about one every three minutes.

Note that this report assumes all traffic from this development uses all named streets.

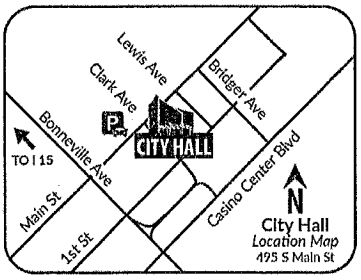
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

RECEIVED
CITY CLERK
2022 MAY 19 A 11:35

PRSRT
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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0083 and 22-0083-VAR1 and 22-0083-VAR2 and 22-0083-SDR1

City Council Meeting of **05/18/2022**

22-0083
13919811043
HERNANDEZ-VELASCO ERNESTO
ANAYA LESLY YULIANA
4007 PLEASANT RD
LAS VEGAS NV 89108

89 BPDPM1 8910

RECEIVED
CITY CLERK

2022 MAY 17 P 2:16

May 17, 2022

To: Mrs. Luann D. Homes,

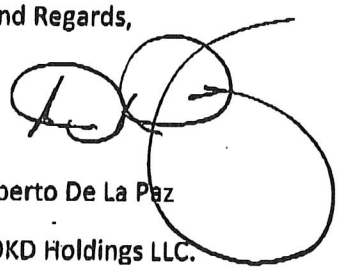
Re: Request for Date Change:

Mrs. Homes,

I am requesting that Item 57 Case # 22-0083 scheduled for May 18, 22 be advanced to June 1, 2022.

Please contact me If you have any questions or concerns, I thank you In advance for your assistance in this matter.

Kind Regards,



Alberto De La Paz

ADKD Holdings LLC.

702-563-9050

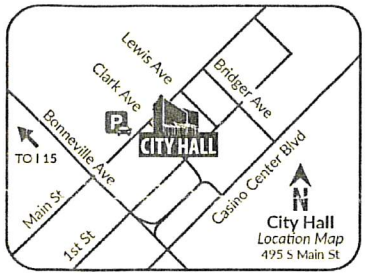
Submitted after final agenda

Date 5/17/22 Item 57 a-c N-5

Traffic on Vegas Dr. is dangerous w/ high speeds esp. at night. There are already issues with excessive noise in our area. We strongly oppose any banquet Facility. Late night and weekend parties already hinder a restful lifestyle. We already report excessive noise to Metro police department. We want NO more issues of the same. Thank you.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

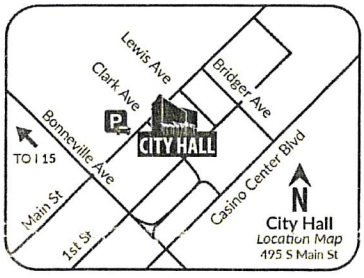
Please use available blank space on card for your comments.
22-0083 and 22-0083-VAR1 and 22-0083-VAR2 and 22-0083-SDR1
City Council Meeting of **05/18/2022**

22-0083
13930510003
K & M TRUST
PACHOWICZ MARK DAVID & KELLI RAE TRS
1221 OAK TREE LN
LAS VEGAS NV 89108-1115

99 BRDFNP1 89108

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0083 and 22-0083-VAR1 and 22-0083-VAR2 and 22-0083-SDR1
City Council Meeting of **05/18/2022**

22-0083
13930513003
ADAMS CHRISTINE TRUST ETAL
ADAMS CHRISTINE M TRS
1201 WOODBRIDGE DR
LAS VEGAS NV 89108-1171

Submitted after final

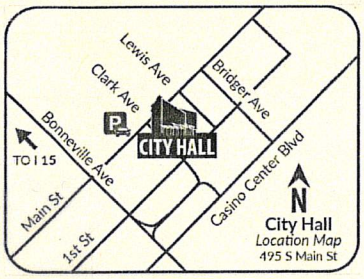
Date 5/18/22 Item 57a-c
w-5

99 BRDFNP1 89108

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0083 and 22-0083-VAR1 and 22-0083-VAR2 and 22-0083-SDR1

City Council Meeting of **05/18/2022**

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2022 MAY 17 A 10:14

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Las Vegas, NV
Permit No. 1630

22-0083
13919811049
KJOS SIRI LINDA & LUDWIG ERIC STEVEN LIV TR ETAL
KJOS SIRI LINDA TRS
4016 VEGAS DR
LAS VEGAS NV 89108

89 BRDFNP1 89108

Submitted after final agenda

Date 5/17/22 Item 57a-c

1 of 2

5-16-2022

Eric S Ludwig
Siri L Kjos
4016 Vegas Drive
LV NV 89108

RECEIVED
CITY CLERK
2022 MAY 17 A 10:14

Re: variance applications for
22-0083-VAR1
22-0083-VAR2
22-0083-SDR1

We strongly object to the waiver of any development standards at the property identified as APN 139-30-501-001 on Vegas Drive.

Applicant intends to use the property for an entertainment and food service venue dependent on car traffic yet seeks to have the on-site parking requirement reduced by 2/3.

Vegas Drive has NO on-street parking. Other parking off-site is only available across a 5 lane street [4 traffic/1 turning lane] that is subject to intermittent high speed traffic after about 12 midnight. This same area is residential, not mixed use or light commercial. Accommodating 100 cars or more on these few residential streets would crowd out resident parking on the nights when it is needed most: Friday and Saturday. Furthermore, the typical activities of a late night banquet facility [loud conversation, farewells, possible guest intoxication, car crowding at exits] would be displaced from the site to nearby residential streets.

The property abuts private residences to the rear. These same activities carried out there would be a burden with the existing setback limits. To reduce them further would increase the noise burden on the neighbors to the rear.

An 8-foot-high block wall can only harm the street aspect of this project. As it is, there is no other two-story land use on Vegas Drive. A monolithic street aspect and NO requirement for landscape buffering would be the opposite of an enhancement to this portion of Vegas Drive, especially this close to the municipal golf course.

We ask the City Council to deny these variance requests.

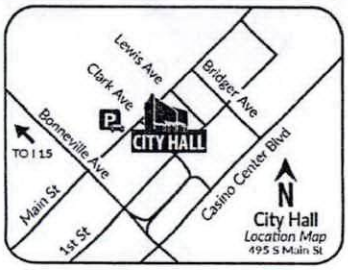
Eric S Ludwig

Siri L Kjos

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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APR 07 2022
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.
22-0083 and 22-0083-VAR1 and 22-0083-VAR2 and 22-0083-SDR1
Planning Commission Meeting of **04/12/2022**

22-0083
13919811042
BISHOP RICHARD L
4027 PLEASANT RD
LAS VEGAS NV 89108-1946

99 BRDFNP1 89108

Submitted after final agenda

37a-CP

Nora Lares

From: noreply@formstack.com
Sent: Monday, April 11, 2022 3:11 PM
To: Planning Comments
Subject: Planning Application Comments Form

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.**

formstack

Formstack Submission For: Planning App Comments

Submitted at 04/11/22 3:10 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0083
Position:	I OPPOSE the project and all related applications.
Name:	Eric S Ludwig
Residential or Business Address:	4016 Vegas Dr Las Vegas, NV 89108
Phone:	(818) 279-5818
Email:	ludovici@earthlink.net
Comments:	Applicant wishes to build a two story party facility on a street with NO public parking and with ONE THIRD the required number of parking spaces for a building of that size. This party facility also would have a REDUCED rear setback to neighboring private property. An EIGHT FOOT HIGH block wall in front is not an attractive feature. The lack of on-site parking will create a danger to attendees who have to cross a four lane street from on-street parking in the residential neighborhood to the north.

37a-CP
Pg1of2

Residents there would then have to tolerate late night auto traffic, loitering from on-street overflow parking. Moreover, they would have reduced opportunity for their own private guests to park near those houses.

Leaving the facility would be even more dangerous to attendees since they will have been drinking and may be fatigued from dancing. Noise and post-party activities in the [too small] parking lot will disturb the rear neighbors and that quite frequently.

While Vegas Drive is a large and wide street, it is mostly residential across from the proposed facility and the variances requested will increase the impact of the party hall on the neighbors. This project is absolutely inappropriate for the site and the neighborhood.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

37a-c
Pg 20f2

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
55a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0083-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW 46 PARKING SPACES WHERE 150 ARE REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	4	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
55b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0083-VAR2 - ABEYANCE ITEM - VARIANCE - TO ALLOW AN EIGHT-FOOT TALL FENCE WHERE FIVE FEET IS ALLOWED IN THE FRONT YARD SETBACK AREA AND A 75-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 105 FEET IS REQUIRED

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	4	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
55c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0083-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED TWO-STORY, 14,973 SQUARE-FOOT OFFICE AND BANQUET FACILITY DEVELOPMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	4	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
56

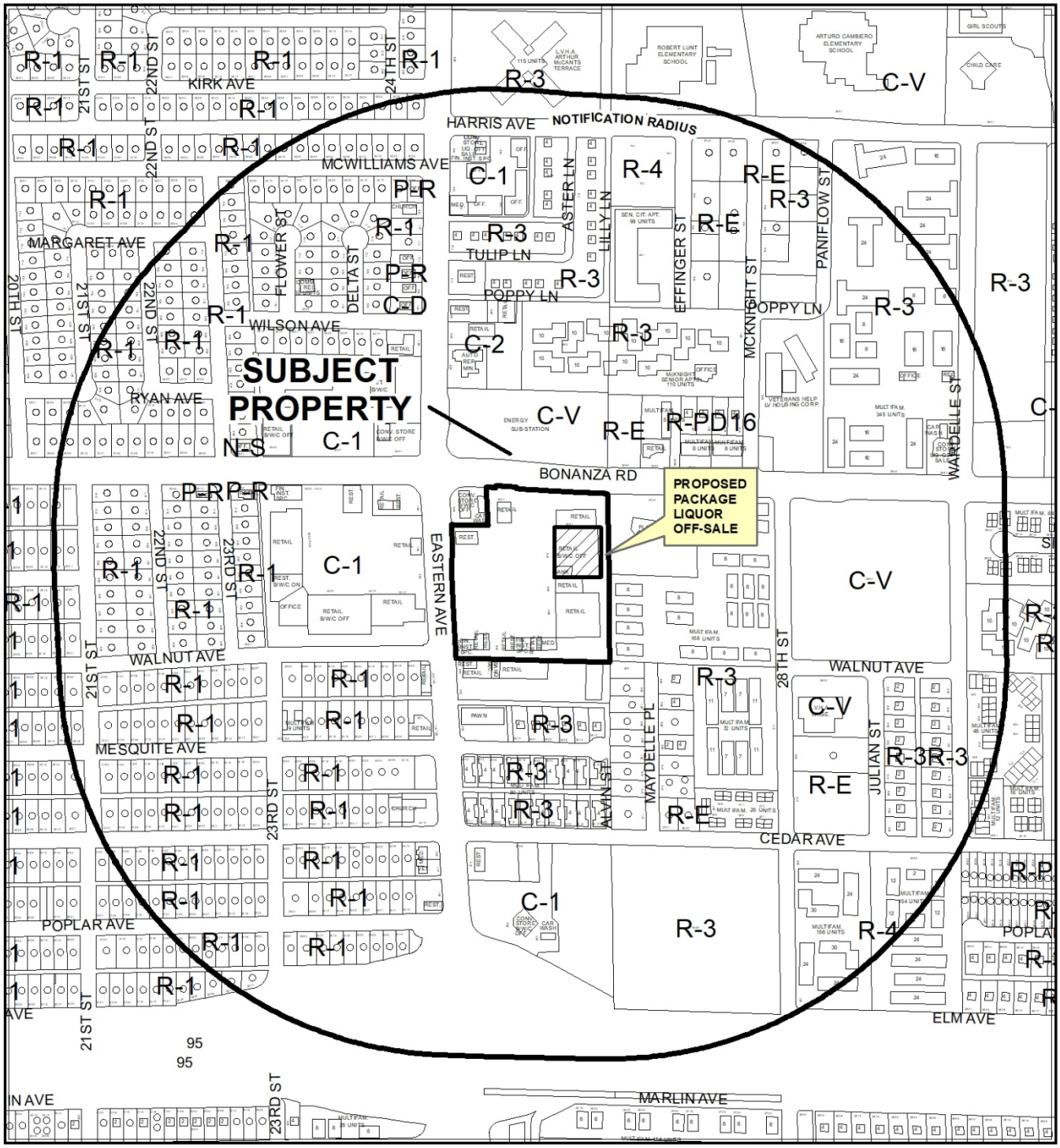
DEPARTMENT: Planning
DIRECTOR: Seth Floyd

SUBJECT:
22-0219-ROC1 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: MARIANA'S ENTERPRISES - OWNER: BONANZA EASTERN OWNERS, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-34609) TO REMOVE CONDITION NUMBER 7 WHICH STATES, "ALL BEER AND WINE COOLERS SHALL REMAIN IN THEIR ORIGINAL MANUFACTURER'S CONFIGURATION OF FOUR OR SIX-PACKS" AND TO REMOVE CONDITION NUMBER 8 WHICH STATES, "THE SALE OF SINGLE BEERS, MALT BEVERAGES, OR WINE COOLERS OF ANY SIZE WITH ALCOHOL BY VOLUME GREATER THAN 6% SHALL BE PROHIBITED. THE SALE OF WINES WITH AN ALCOHOL BY VOLUME OF GREATER THAN 16% SHALL BE PROHIBITED" on 8.20 acres at 2551 East Bonanza Road (APN 139-36-111-009), C-1 (Limited Commercial) Zone, Ward 3 (Diaz). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL; if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Special Map
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. City Council Approval Letter - SUP-34609
8. Submitted after Final Agenda - Support Postcard



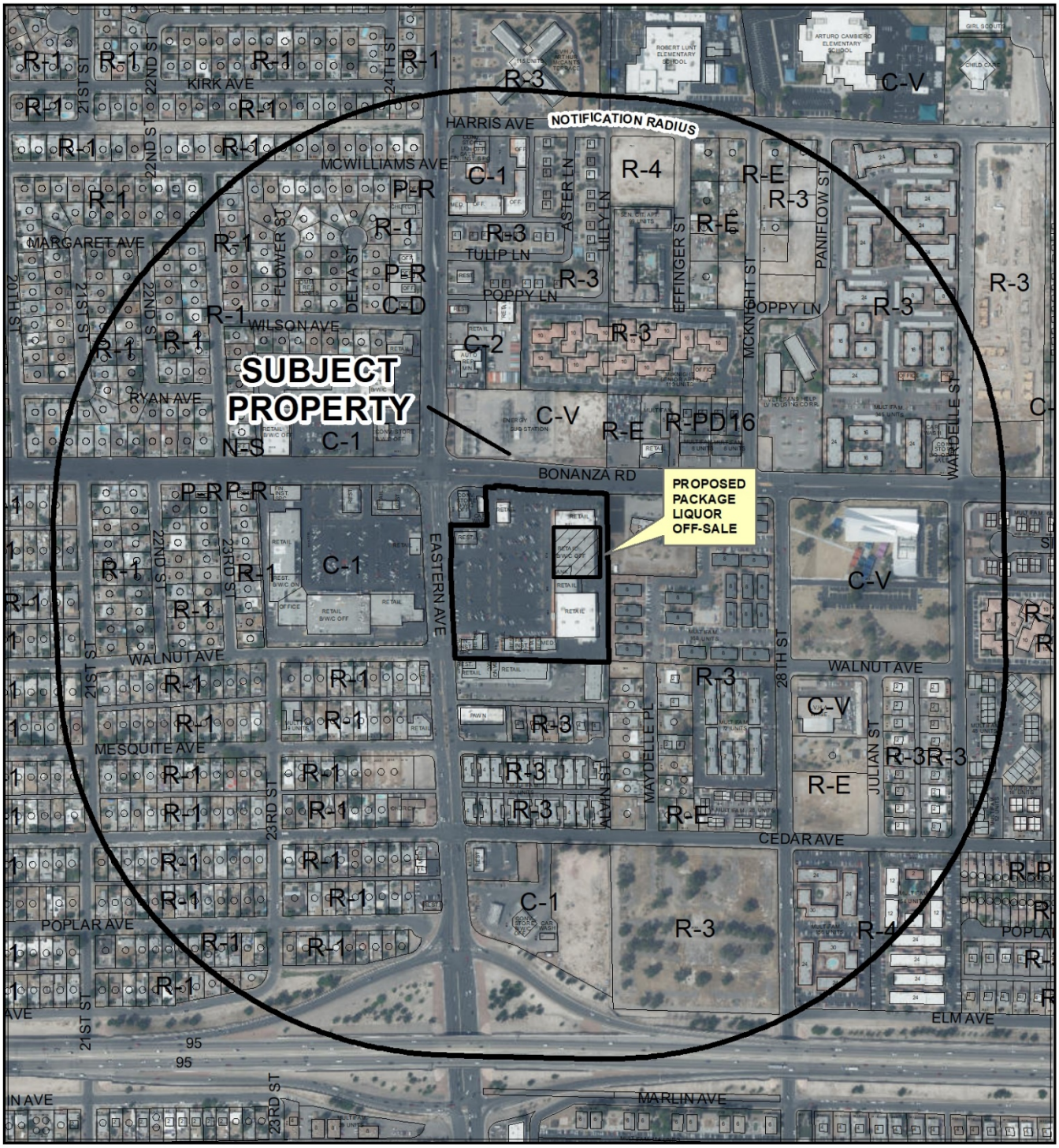
0 430 860 Feet

CASE: **22-0219-ROC1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 430 860 Feet

CASE: **22-0219-ROC1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



22-0219-ROC1

Package Liquor Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Restaurant With Alcohol/ Restaurant Service Bar
- Package Liquor Off-Sale
- Urban Lounge
- Tavern - Limited
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- Subject Property
- 400 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, May 10, 2022

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MARIANA'S ENTERPRISES - OWNER: BONANZA EASTERN OWNERS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0219-ROC1	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

NOTICES MAILED 644

PROTESTS 0

APPROVALS 0

BP

**** CONDITIONS ****

22-0219-ROC1 CONDITIONS

Planning

1. Condition Number 7 of Special Use Permit (SUP-34609) shall be deleted in its entirety.

2. Condition Number 8 of Special Use Permit (SUP-34609) shall be deleted in its entirety.

3. Conformance to all other approved conditions for Special Use Permit (SUP-34609) and all other site-related actions as required by the Department of Planning.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has requested to remove conditions of approval for an approved Special Use Permit (SUP-34609) restricting packaged liquor sales at an existing grocery store at 2551 East Bonanza Road.

ISSUES

- Condition #7 of the approved Special Use Permit (SUP-34609) states that all beer and wine coolers shall remain in their original manufacturer's configuration of four or six-packs.
- Condition #8 of the approved Special Use Permit (SUP-34609) states that the sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

ANALYSIS

The grocery store (Mariana's Supermarkets) located at 2551 Bonanza Road is part of a larger retail and general services development near the southeast corner of Bonanza Road and Eastern Avenue. Alcohol sales, including beer, wine and spirits, have been licensed at this location since 1999. The applicant does not believe the restrictions imposed on the use by the two conditions are warranted and therefore requests to have them removed.

A Special Use Permit (SUP-34609) for Package Liquor Off-Sale Establishment use was approved in 2009. The primary uses of the subject business are Grocery Store and General Retail Store; alcohol sales are ancillary to the primary uses.

Las Vegas Metropolitan Police Department data from 04/19/19 to 03/28/22 indicate that there were 179 calls for service at 574 North Eastern Avenue. The most common incidents reported were Other Disturbance, Burglary Alarm, and Petit Larceny.

The City Council specifically placed Conditions #7 and #8 in an effort to protect the community. Due to the high amount of calls for service and the Conditions of Approval imposed upon applicants at the time of approval, staff recommends denial of the request.

FINDINGS (22-0218-ROC1)

Staff supports 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.	
06/16/76	The Board of City Commissioners approved a request for Reclassification of property (Z-0061-75) and Plot Plan Review from R-E (Residential Estates) to C-1 (Limited Commercial) on a property located southeast of East Bonanza Road and North Eastern Avenue extending south along Eastern Avenue and east along Bonanza Road. The Planning Commission recommended approval.
06/01/77	The Board of City Commissioners approved an Extension of Time [Z-0061- 75(2)] of an approved Plot Plan Review (Z-0061-75) to allow for completion of a shopping center on property located at the southeast corner of eastern Avenue and Bonanza Road.
10/12/95	The Planning Commission approved request for a Plot Plan and Building Elevation Review [Z-0061-75(3)] for proposed tortilleria and retail store addition to an existing shopping center on a property located on the southeast corner of Bonanza Road and Eastern Avenue.
02/08/99	The City Council approved a request for a Special Use Permit (U-0151-98) for the Off-Premise Sale of Beer and Wine in conjunction with an existing grocery store for a property located at 2551 East Bonanza Road. The Planning Commission recommended approval.
08/05/09	The City Council approved a request for a Special Use Permit (SUP-34609) for a 37,500 square-foot Grocery Store with Accessory Package Liquor Off-Sale at 2251 East Bonanza Road. The Planning Commission and Staff both recommended approval.

Most Recent Change of Ownership	
06/07/21	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/24/09	A business license (#L15-00167) was issued to allow Package Liquor Off-Sale at 574 North Eastern. The license is still active.

Pre-Application Meeting	
04/13/22	A pre-application meeting was held to discuss the requirements for a Required Review for a Special Use Permit (SUP-34609) which allowed for a Grocery Store with Accessory Package Liquor Off-Sale.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/26/22	Staff conducted a routine site visit; during the visit staff observed some debris located in the parking area. No other concerns were noted.

Details of Application Request	
Site Area	
Net Acres	8.20

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	TOD-2 (Transit Oriented Development – 2)	C-1 (Limited Commercial)
North	Electric Utility Substation		C-V (Civic)
South	General Retail Store, Other Than Listed		C-1 (Limited Commercial)
	Financial Institution, General		
	Restaurant		
	Animal Hospital, Clinic, or Shelter (with no Outside Pens)		
East	Garden Supply/Plant Nursery		
	Multi-Family, Detached		R-3 (Medium Density Residential)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
West	Financial Institution, Specified		C-1 (Limited Commercial)
	Restaurant		
	General Retail Store, Other Than Listed		
	General Personal Services		

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: East Las Vegas	Y
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 – 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

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Bonanza Road	Primary Arterial	Master Plan of Streets and	100	Y
Eastern Avenue	Primary Arterial	Master Plan of Streets and	100	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	37,380 SF	1:250 SF	149		381		
TOTAL SPACES REQUIRED			154	5	395	14	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	22-0219
Meeting Date	04/13/2022
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Review of Conditions

Project Address (Location) 574 Eastern Avenue

Project Name Mariana's **Proposed Use** Grocery Store

Assessor's Parcel #(s) 139-36-111-009 **Ward #** 3 - Diaz

General Plan: Existing TOD-2 Proposed n/a **Zoning:** Existing C-1 Proposed n/a

Additional Information N/A

Property Owner Bonanza Eastern Owners, LLC Contact N/A

Address 4764 Park Granada City Calabasas State CA Zip 91302

E-mail N/A Phone N/A

Applicant Mariana's Enterprises Contact Ruben Anaya

Address 2325 E. Cheyenne Avenue City Las Vegas State NV Zip 89030

E-mail N/A Phone N/A

Representative Kaempfer Crowell Contact Tony Celeste

Address 1980 Festival Plaza Drive #650 City Las Vegas State NV Zip 89135

E-mail aceleste@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name CARY LEPAN

Subscribed and sworn before me

This _____ day of _____, 20 _____

_____

Notary Public in and for said County and State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 5 day of April, 2022, by Cary Lefton

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

EILEEN LOPEZ
Notary Public – California
Los Angeles County
Commission # 2234657
My Comm. Expires Apr 12, 2022

(Seal)

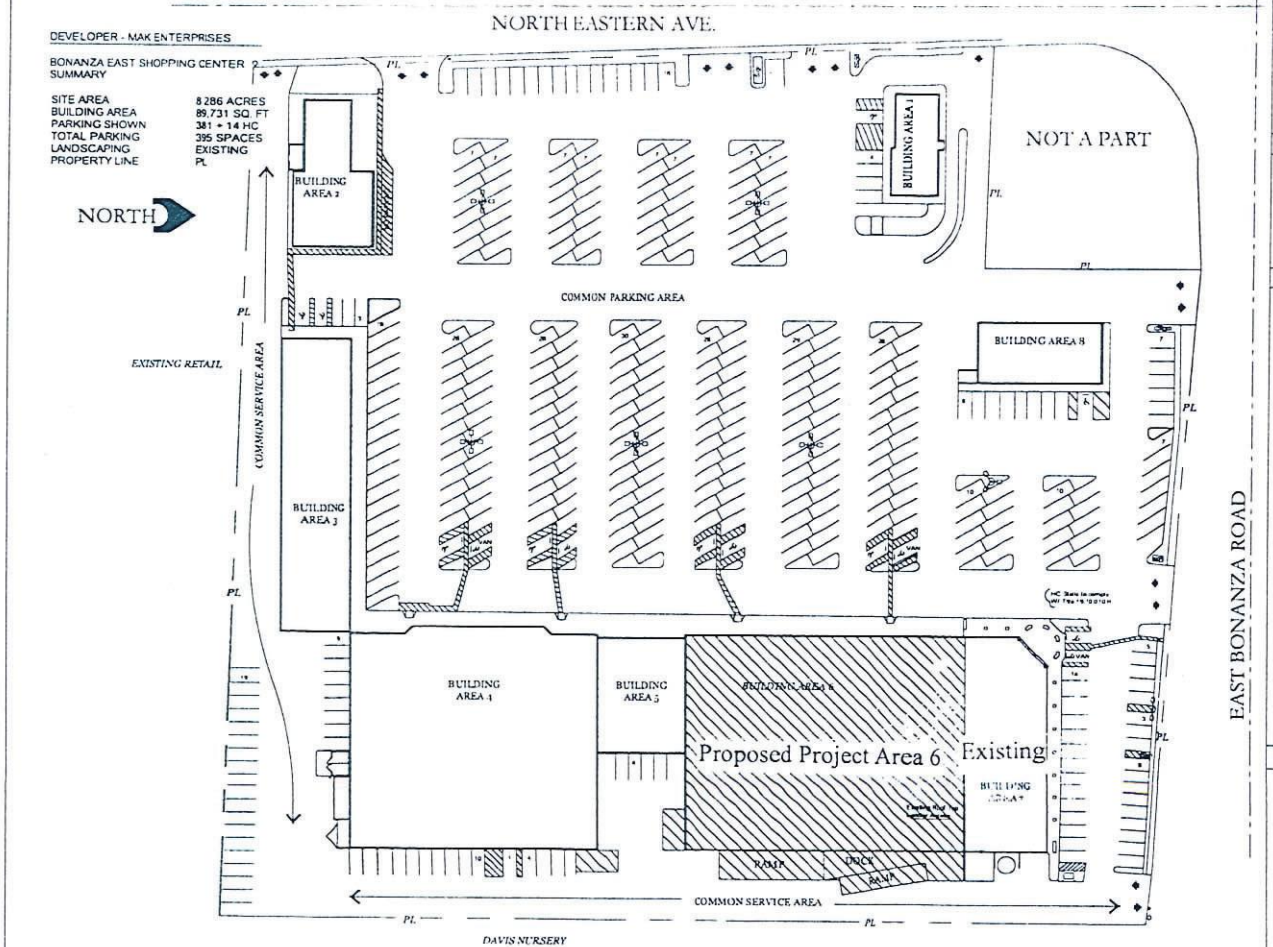
Signature

22-0219
04/13/2022

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JUN 04 2009

22-0219
04/13/22

SUP-36609
REVISED
07/09/09 PC



Mariana's Super Mercado

APN: 139-36-111-017

574 NORTH EASTERN AVE.
LAS VEGAS, NEVADA 89101

CONTACT INFORMATION

OWNER / TENANT
Mariana's Super Mercado
2551 EAST BONANZA ROAD
LAS VEGAS, NEVADA 89101
CONTACT: RUBEN ANAYA
PHONE (702) 804-9617
FAX (702) 642-7057

BUILDER:
HARDY DEVELOPMENT
LAS VEGAS, NEVADA
CONTACT: MERLIN HARDY
PHONE(702) 376-4937
FAX (702) 453-5030
LIC. NO. B-25060

CODE ANALYSIS

NAME	Mariana's Super Mercado
APN	APN: 139-36-111-017
ADDRESS	574 NORTH EASTERN Ave. LAS VEGAS, NEVADA 89101
LOCAL JURISDICTION	CITY OF LAS VEGAS BUILDING DEPARTMENT
ZONING	CURRENT ZONING C-1 REQUIRED ZONING C-1
CODES UTILIZED FOR REPAIRS	2006 IBC, 2006 UMC, 2006 UPC, 2006 UFC, 2003 ANSI A117.1, 2005 NEC, 2006 IECC, SNA, & COMMENTARIES
PROPOSED USE	GROCERY STORE
OCCUPANCY GROUP CLASS	M (2006 IBC Chapter 303.1 Exception 1)
CONSTRUCTION TYPE	V-B (2006 IBC Chapter 601.1)
FIRE ENCLOSURE OF EXITS	N/A
EXIT ACCESS CORRIDORS	N/A
TENANT SPACE SEPARATIONS	N/A (IBC SEC. 508, TABLE 508.3.3)
INTERIOR BEARING WALLS/COLUMNS	EXISTING
ROOF CONSTRUCTION	PART EXISTING
FIRE RESISTIVE CONST	Sprinklered) (IBC Chapter 6.9 & 504)
ALLOWABLE STORIES	2 ACTUAL STORIES 1
ALLOWABLE HEIGHT	40 ACTUAL HEIGHT 35
ALLOWABLE SF BUILD AREA	40,500 ACTUAL AREA 37,390 (see calc. this page)

OCCUPANCY

USABLE SPACE	AREA	OCC. FACTOR	OCC. LOAD
M- SALES / RETAIL AREA (1per 30)	17,450	30	582
KITCHEN AREA (1 per 200)	5,500	200	28
A- SEATING EATING AREA (1 per 15)	672	15	45
S- STORAGE, STOCK (1 per 300)	7,568	300	26
FUTURE LEASE SPACE (1 per 100)	1,400	100	14
B/M OFFICE W/C, CIRC (1 per 100)	4,987	100	50
TOTAL OCCUPANT LOAD	37,577		745

SPECIAL INSPECTIONS REQUIRED	(See Structural Plans)		
COMMON PATH OF TRAVEL 75' MAX	60'	REQUIRED	SALES AISLE (OK)
FURTHEST TRAVEL DIST. 250' MAX	192	REQUIRED	S/E CREAMERY (Ok)
EXITS REQUIRED OVER 500 OCC	3	PROVIDED	7
BATHROOMS REQUIRED (IBC 2902.1	2	PROVIDED	3
MOP / SERVICE SINK REQ. (IBC 2902.1	1	PROVIDED	1
DRINKING FOUNTAIN OCC. >30 = 1:1		PROVIDED	(water available at eating area)

PARKING REQUIREMENTS

TOTAL (Common Parking Required Mariana's)	37,198/250 = 149
TOTAL (Common Parking PROVIDED) (PARKING OK)	381 + 11 HC + 3 HC VAN = 395

CONSTRUCTION & WALL CONDITIONS

This plan is for an interior tenant improvement of an existing food market. All perimeter demising walls & HVAC are existing, but will be reworked and added to to create new design. most interior partitions and walls are new. Equipment and office mezzanines are existing, office mezzanine design will be reduced and reworked per new proposed plan. Bathrooms are existing but will be complete remodeled and fixtures relocated, plumbing walls will be 6" or as wide as deemed necessary. All utilities are existing to the site & laminate at tenant improvement, a new 1,200 Amp service will be added to power new equipment demands and a 1,500 gal grease interceptor will be added at south east corner of project. All room areas are as shown on plan. bathrooms and accessible route will be ANSI accessible. Limited structural work will be performed under this permit. All FRP .09 white unless noted

SHEET INDEX

COVER SHEET & SITE PLAN	A100
GENERAL NOTES & SCHEDULE	A201
FLOOR AND EQUIPMENT PLAN	A301
FLOOR PLAN AND KEY NOTES	A302
DEMOLITION FLOOR & EQUIPMENT PLAN	A303
FLOOR FRAMING PLAN	A401
ROOF FRAMING AND EQUIPMENT LOADS PLAN	A402
REFLECTIVE CEILING PLAN & DETAILS	A501
MEZZANINE & DROP SOFFIT PLAN	A601
EQUIPMENT & KITCHEN WALL ELEVATION DETAILS	A701
SALES AREA POP-OUT WALL ELEVATION DETAILS	A801
3-DIMENSIONAL ELEVATION DETAILS	A901
GENERAL STRUCTURAL NOTES	S0.1
FOUNDATION PLAN	S1.1
FRAMING PLAN	S2.1
DETAILS	S3.1
DETAILS	S3.2
GENERAL NOTES, LEDGEND, SINGLE LINE & CALCS	E101
LIGHTING - MAIN FLOOR PLAN	E201
LIGHTING MEZZANINE PLAN & IECC COMPLIANCE	E202
POWER & AUXILIARY MAIN FLOOR PLAN	E301
POWER & AUXILIARY MEZZANINE PLAN	E302
ELECTRICAL PANEL SCHEDULES	E401
ELECTRICAL PANEL SCHEDULES	E402
ELECTRICAL KITCHEN EQUIPMENT SCHEDULE	E501
MECHANICAL REFLECTIVE CEILING PLAN	M101
MECHANICAL NOTES & IECC REPORT	M201
MECHANICAL REFRIGERATION LAY-OUT PLAN	M301
MECHANICAL ROOF PLAN	M1.3
PARTIAL HOOD FLOOR PLAN & SCHEDULES	M1.1
PARTIAL HOOD FLOOR PLAN	M1.2
KITCHEN HOOD SPECIFICATIONS	M1.3
KITCHEN HOOD SPECIFICATIONS	M1.4
EXHAUST FAN SPECIFICATIONS	M1.5
MAKE-UP AIR UNIT SPECIFICATIONS	M1.6
HOOD GREASE DUCT WRAP SPECIFICATIONS	M1.7
REFRIGERATION SCHEDULE	R1
REFRIGERATION SCHEDULE	R2
REFRIGERATION SHEET METAL PLAN	R3
REFRIGERATION PIPING PLAN	R4
PLUMBING GAS & WASTE	P1
PLUMBING WATER PLAN &	P2

FIRE NOTES

PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILDING. ALSO DURING CONSTRUCTION.
ALL LOCATIONS SHOWN ON THESE DRAWINGS ARE SUGGESTED. FINAL LOCATIONS ARE TO BE DETERMINED BY THE FIRE INSPECTOR.

A STATE LICENSED FIRE SPRINKLER CONTRACTOR SHALL COMPLETE ALL NECESSARY DOCUMENTATION AND DRAWINGS FOR FIRE SPRINKLERS. IF SPRINKLERS ARE REQUIRED BY CODE FOR THIS PROJECT.

ALL FIRE SPRINKLERS IN LAY-IN & HARD CEILINGS SHALL BE SMI RECESSED. SPRINKLERS LOCATED IN CEILING TILE SHALL BE CENTERED IN THE CEILING TILE PATTERN. (I.E. IF THE TILE HAS A CENTER SCORE TO GIVE THE APPEARANCE OF A 2'x2' AREA, NOT THE 2'x4' (AREA). ALL SPRINKLERS IN SOFFITS SHALL BE CENTERED. ALL OTHER SPRINKLERS SHALL BE PLACED TO ALIGN WITH OTHER CEILING OR WALL FEATURES.

EVERY EXIT DOOR SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL EFFORT OR KNOWLEDGE. SPECIAL LOCKING DEVICES SHALL BE APPROVED TYPE. ALL DOORS SHALL HAVE HANDICAP LEVER HANDLES.

PROVIDE ILLUMINATION EXIT SIGNS AS REQUIRED BY BUILDING CODES. REFER ALSO TO ELECTRICAL DRAWINGS.

DEFERRED SUBMITTALS

DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH NOTATION INDICATING THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL. (IBC 106.3.4.2) (SEE ATTACHED OF 1 & OF-2 REPORT WHEN APPLICABLE)

BUILDING AREA CALCULATIONS

CONSTRUCTION TYPE: V-B — 8,286 SF
FIRE SPRINKLER ADD'D: 1.5 — 37,390 SF
80 % INCREASE CALCULATION x 2 SIDES
FRONTAGE INCREASE % (F/P): (80'/160') = 25% — 25%
SETBACK: (E. 80'/S) = 0%
(2) SIDES WEST & NORTH = 2 X 25% = — 50%
TOTAL FRONTAGE INCR. 37,390 x 50% = — 18,695 SF
TOTAL ALLOWABLE AREA TYPE V-B — 56,085 SF
TOTAL PROPOSED AREA — 37,390 SF

NON-SEPARATED USES PER IBC 508.3.2 ALLOWABLE AREA INCREASE & CALCULATION: (NON-SEPARATED USE) (SEE BUILDING AREA)

RESTROOM CALCULATIONS

"M" OCC BATH FIXTURE CALC (700) OCCUPANTS
REQUIRED TABLE 2902.1 IBC - 2902.1
1 WATER CLOSET PER 500 OCCUPANTS
1 LAV PER 750 OCCUPANTS
MEN (350) OCCUPANTS - REQ. (1 LAV/1 & 1 WC)
WOMEN (350) OCCUPANTS - REQ. (1 LAV/1 & 1 WC)
PROVIDED (1) LAV & (1) STALL EACH

"SIT DOWN EATING AREA" OCC. FIXTURE CALC
(45) OCCUPANTS
REQUIRED TABLE 2902.1 IBC - 2902.1
1 WATER CLOSET PER 25 OCCUPANTS
1 LAV PER 40 OCCUPANTS
MEN 22 OCCUPANTS - REQ. (1 LAV & 1 WC)
WOMEN 23 OCCUPANTS - REQ. (1 LAV & 1 WC)
PROVIDED (1) LAV & (1) STALL EACH

TOTAL FIXTURES PROVIDED
(2) LAVS & (2) STALL - EACH (BATHROOMS OK)

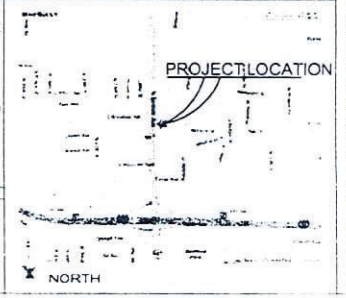
FLOOR PLAN GENERAL NOTES

*ALL DIMENSIONS ARE TO FINISH FACE OF GYP BOARD - UNLESS NOTED OTHERWISE. CLEAR DIMENSIONS ARE TO FACE OF FINISH
*CONTRACTOR SHALL CHECK AND VERIFY SIZE AND LOCATION OF DUCT OPENINGS AND PLUMBING RUNS WITH MECHANICAL DRAWINGS BEFORE FRAMING WALLS, ROOFS, ETC.
*CONTRACTOR SHALL CHECK AND VERIFY LOCATION OF TELEPHONE BOARD, ELECTRICAL PANELS, ETC. PROVIDE BLOCKING IN WALL AND SUPPORT. PROVIDE WALL BACKING AND SUPPORT IN WALLS AND CEILING FOR ALL WALL HUNG AND CEILING MOUNTED FURNITURE EQUIPMENT, FIXTURES, ACCESSORIES AND CASEWORK. COORDINATE OWNER FURNISHED ITEMS WITH OWNER.
*PROVIDE PANIC HARDWARE AND NECESSARY INSTALLATION BACKING AS REQUIRED BY CODE.
*PROVIDE EXIT LIGHTS AS REQUIRED BY CODE.
*ALL TENANT WALLS TO BE PER PLAN DETAILS UNLESS OTHERWISE NOTED.

CONTRACTOR NOTE

Contractor acknowledges that he/she is familiar with every sheet in this set, as information shown on one sheet applies to all sheets. These plans are subject to internal & City/County Plan Check Corrections and Owner requested changes. General Contractor and all Subcontractors to verify with owner and architect that they are in possession of the most recent set of plans prior to finalizing contract, purchase, fabrication, and installation of all building components and systems.

VICINITY MAP





22-0219-ROC1 - APPLICANT: MARIANA'S ENTERPRISES - OWNER: BONANZA EASTERN OWNERS, LLC
2551 EAST BONANZA ROAD

05/10/22



22-0219-ROC1 - APPLICANT: MARIANA'S ENTERPRISES - OWNER: BONANZA EASTERN OWNERS, LLC
2551 EAST BONANZA ROAD

05/10/22



22-0219-ROC1 - APPLICANT: MARIANA'S ENTERPRISES - OWNER: BONANZA EASTERN OWNERS, LLC
2551 EAST BONANZA ROAD

05/10/22

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
03/28/22

March 28, 2022

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
495 S. Main St.
Las Vegas, NV 89101

Re: Justification Letter – Mariana's Enterprises
Review of Conditions
APN: 139-36-111-009 (Bonanza Road/Eastern Avenue)

To Whom It May Concern:

Our Firm represents Mariana's Enterprises (the "Applicant"). By way of background, the Las Vegas City Council at their August 5, 2009 hearing approved SUP-34609 allowing for the operation of a 37,500 square foot grocery store (Mariana's) with accessory package liquor off-sale located at 2551 East Bonanza Road, also known as APN: 139-36-111-009 (the "Site"). The approval is subject to several conditions including the below conditions:

- All beer and wine coolers shall remain in their original manufacturer's configuration of four or six-packs.

- The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with alcohol by volume of greater than 16% shall be prohibited.

The Applicant has been operating at the Site since the approval without incident and has complied with all the conditions of approval including the two conditions referenced above. Since the approval, there have been grocery stores and convenience stores in the immediate area that do not have the above restrictions including the Cardenas grocery store located at the southwest corner of Eastern Avenue and Bonanza Road and the Chevron/Terrible Herbst convenience store located southeast Eastern Avenue Bonanza Road. Both of those locations are allowed to sale a single beer (by way of example selling 24 ounces, 32 ounces, or 40 ounces) or wine coolers. Meanwhile, the Applicant over the past dozen years has demonstrated strict compliance with all the conditions. The existing conditions place the Applicant at a competitive disadvantage and, therefore, the removal the condition is appropriate.

22-0219
04/13/2022

We thank you in advance for your time and consideration of this request. Should you have any questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC/

22-0219
04/13/2022

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

175646

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

August 7, 2009

Mr. Warren K. Kellogg
B.E. UNO, LLC
31 Sankaty Circle
Henderson, Nevada 89052

RE: SUP-34609 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF AUGUST 5, 2009

Dear Mr. Kellogg:

The City Council at a regular meeting held August 5, 2009 APPROVED the request for a Special Use Permit FOR A PROPOSED 37,500 SQUARE-FOOT GROCERY STORE WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 2551 East Bonanza Road (APN 139-36-111-009), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 6, 2009. This approval is subject to:

Planning and Development

1. There shall be an administrative review one year after the issuance of the business license for the off-sale use.

2. If approved, Special Use Permit (U-0151-98) shall be expunged.

3. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Package Liquor Off-Sale Establishment use.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All beer and wine coolers shall remain in their original manufacturer's configuration of four or six-packs.

Printed with environmentally friendly soy ink.

22-0219
04/13/2022

8. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Ruben Anaya
Mariana's Enterprises
2551 East Bonanza Road
Las Vegas, Nevada 89101

Mr. Dave Eder
Nevada Gaming Application Consultants
777 East Quartz Avenue, PMB 7707
Sandy Valley, Nevada 89019

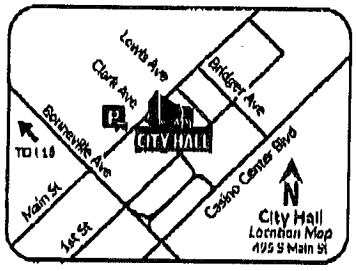
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

MAY 23 2022



Scan or go to:
www.lasvegasnevada.gov/meetings

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CITY CLERK
2022 MAY 31 A 7:21

22-0219
13935511048
STONE ASSETS L L C
801 S RANCHO DR # E4
LAS VEGAS NV 89106

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

22-0219-ROC1

City Council Meeting of **06/01/2022**

Submitted after final agenda
Date 5/31/22 Item 56

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
57

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: June 1, 2022

Agenda Item No.:
58

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
59

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
COUNCIL EMERGING ISSUES:

Discussion regarding potential items for future City Council agendas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

RECOMMENDATION:
Direct staff accordingly.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: June 1, 2022

Agenda Item No.:
60

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. Flyers for Ward 3 Announcements, East Las Vegas Stakeholder Luncheon, Roses for High School Graduates, New Businesses in Ward 3, East Las Vegas Plan Survey, Eye Can See Clearly, Summer Splash, We Are Hiring Lifeguards, and Stay in Touch with Me by Councilwoman Diaz; Flyers for Ward 2 Announcements, American Legion Post 76 Memorial Day Ceremony, Animal Foundation Pet Adoptions, Nevada SPCA Adoptions, Small Business Saturdays, Breakfast Buzz and Ward 2 Biz, Office Contact Information, and Social Media Accounts by Councilwoman Seaman; Flyers for Summer Splash, National Go Barefoot Day and Olive Day, and How to Stay Informed by Councilman Anthony; Flyers for Silver Screen Summer Camp, Heat Safety Checklist and Car Temperature, Missing Juvenile Bulletins, and Homeless Success Stories by Councilwoman Fiore; and Flyers for Movie in the Park and Office Contact Information by Councilman Knudsen



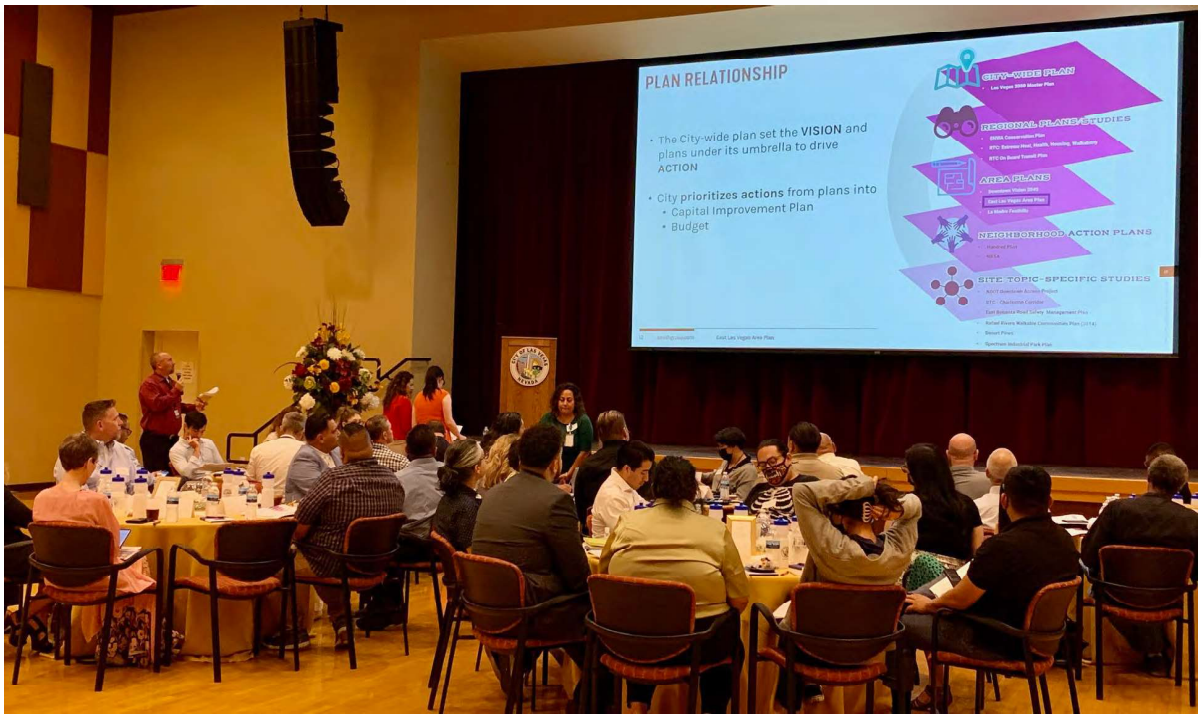
Councilwoman Olivia Díaz
WARD 3

Submitted at Meeting by Staff
Date: 6/1/2022 Item: 60

WARD 3

East Las Vegas Stakeholder Luncheon

May 24th



WARD 3

Roses for High School Graduates



WARD 3

New Businesses in Ward 3





WARD 3
PSA

East Las Vegas Plan Survey



Take part in the change happening within East Las Vegas by taking our survey!

Find it on
https://www.lasvegasnevada.gov/Government/Initiatives/Our-Future



WARD 3


CITY OF LAS VEGAS
FREE
EYE CAN SEE
CLEARLY
50+
FRIDAY | JUNE 10
10 A.M.-NOON
Join the Office of Community Services and the office of doctors Kopolow and Girisgen for FREE eye exams and information from community partners on senior resources.
PARKS & recreation
TTY 711
CHUCK MINKER SPORTS COMPLEX
275 N. Mojave Road



WARD 3


The Las Vegas City Council,
Councilwoman Olivia Díaz,
and Silver Summit Health Plan invite you to
CITY OF LAS VEGAS NEVADA
Summer Splash
FREE
CELEBRATE THE START OF SUMMER WITH FREE POOL PARTIES AT OUR COMMUNITY POOLS.
Friday, June 17 | 6-8 p.m.
Carlos L. Martinez and
Darrio J. Hall Family Pool | 889 N. Pecos Road
Saturday, June 25 | 2-4 p.m.
Baker Pool | 1020 E. St. Louis Ave.
Snacks while supplies last.
Music | Fun for all ages
For more information call 702.229.5428
cityoflasvegas
lasvegasnevada.gov
TTY 7-1-1
silversummit healthplan
W3-5822 5/22



WARD 3

We're Hiring Lifeguards!



STAY IN TOUCH WITH ME

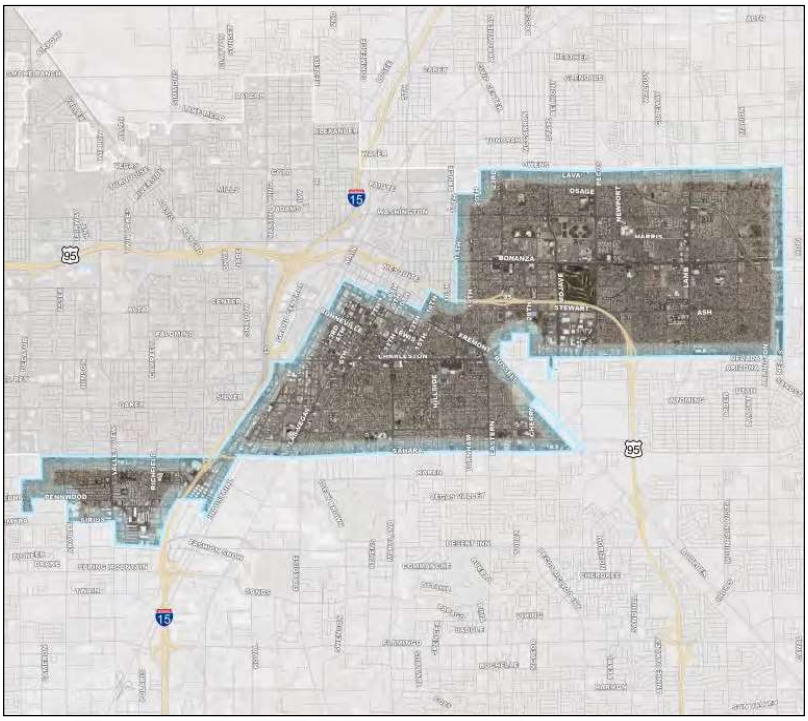
@oliviadiazlv

@oliviadiazlv

@oliviadiazlv

Subscribe to newsletter by texting "LV ward3" to 468-311

Office: (702) 229-2359
Email: ward3@lasvegasnevada.gov





Councilwoman Olivia Díaz
WARD 3


City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
June 1, 2022
SUMMERLIN

WARD 2

American Legion Post 76 Memorial Day Ceremony

The Lakes



WARD 2

Animal Foundation Pet Adoptions



Lacy

ID # A1219509
Arrived: 5/14/2022

Female Spayed
Age: 5 Years
Weight: 12 lbs

Animal Foundation Pet Adoptions

WARD 2



DEXTER
ID # A1219509
Arrived: 3/19/2022

Male Neutered
Age: 6 Years
Weight: 72 lbs

WARD 2

Animal Foundation Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2

Nevada SPCA Adoptions



FIDDLE FADDLE

Arrived April. 2022
Male Neutered
Age: 5 Years
Weight: 10 lbs

WARD 2

Nevada SPCA Adoptions



DUNCAN

Arrived May. 2022
Male Neutered
Age: 13 Years
Weight: 62 lbs

WARD 2

Nevada SPCA Adoptions

Contact the Nevada SPCA

Phone: (702) 873-7722

Email: info@nevadaspca.org

WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2


The Las Vegas City Council and Ward 2
invite you to a
Breakfast
BUZZ
& Ward 2 Biz
Saturday,
June 11
9–10 a.m.
Hash House A Go Go | 10810 W. Charleston Blvd.
Must RSVP at
Ward2@LasVegasNevada.Gov
Join us for breakfast and to discuss
the important issues in your neighborhoods,
Ward 2 and the city of Las Vegas.
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
Please no solicitations during this time.

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov

PLEASE FOLLOW US
ON SOCIAL MEDIA AT:



@VictoriaDSeaman



@VictoriaSeaman

Ward 4 Announcements



Saturday, June 4
Noon – 2 p.m.
Durango Hills YMCA

June 1st is national….

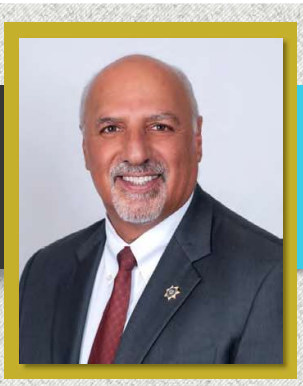
Go Barefoot Day





Olive Day

How to Stay Informed



Sign up for Ward 4 email newsletter:

Lasvegasnevada.gov/newsletters

or by texting:

LV Ward4 to 468311

Follow us on Facebook:

Facebook.com/CouncilmanStavrosAnthony

Ward 4 Council Office:

702-229-2524

lasvegasnevada.gov

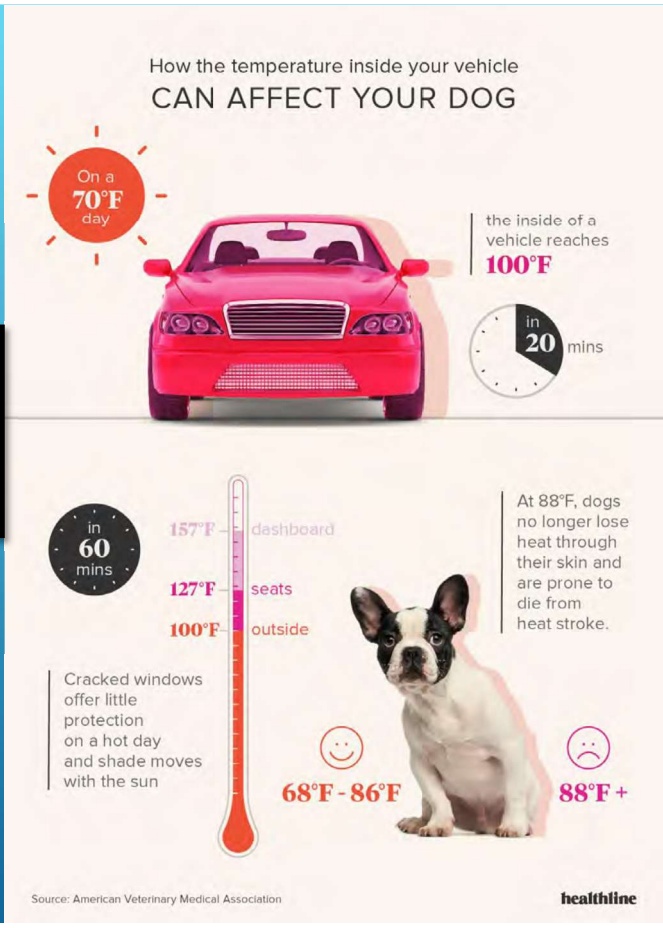
LasVegasYMCA.org/summer





(source: kidsandcars.org)





MISSING JUVENILE

Sent: 2022-05-26 @ 10:15 Case: LLV220500085371 Author: JH/NCS

NIC #	
Last Name	EDWARDS
First Name	OSEAN
Nickname	
Alias	
Age	13
Gender	MALE
Height	5'5
Weight	110
Eyes	BROWN
Hair	BLACK
Complexion	
Race	AFRICAN AMERICAN
BirthDate	
Last Contact	05/21/2022
Marks	



OSEAN EDWARDS was last seen on 05/21/2022 at approximately 1430 hours near the 1500 block of Chartered Circle Las Vegas, Nevada.

All hospitals are asked to check their registries for the missing person and notify the police immediately. It should be noted that HIPAA permits disclosure upon request by law enforcement and is authorized pursuant to 45 C.F.R. section 164.512.

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2022-05-26 @ 10:22 Case: LLV220500044471 Author: JH/NCS

NIC #

Last Name ALDRIDGE

First Name JAKIYAH

Nickname

Alias

Age 16

Gender FEMALE

Height 5'5

Weight 130 LBS

Eyes BROWN

Hair BLACK/BRAIDED

Complexion

Race AFRICAN AMERICAN

BirthDate

Last Contact 05/11/2022

Marks



JAKIYAH ALDRIDGE was last seen on 05/11/2022 at approximately 1230 hours near the 1900 block of SEARLES AVE Las Vegas, Nevada (RANCHO HS)

She was last seen wearing a black shirt with a pink design, pink hoodie with a Tupac image on back, blue jeans and white high top shoes.

All hospitals are asked to check their registries for the missing person and notify the police immediately. It should be noted that HIPAA permits disclosure upon request by law enforcement and is authorized pursuant to 45 C.F.R. section 164.512.

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009


Homeless
Success
Stories

Las Vegas City Councilman Brian Knudsen - Ward 1 Events

Movie in the Park

Join us for Movie in the Park!
Saturday June 4th, Sundown

@Bill Briare Park 650 N. Tenaya Way

Questions? Email us:
ward1@lasvegasnevada.gov!
Or call 702-229-2299





WARD 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov
Call: 702-493-1547
Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV

Brian Knudsen
COUNCILMAN • WARD 1