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

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

City Council Agenda

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

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

June 3, 2020
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

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

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

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

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

CEREMONIAL MATTERS

1. Call to Order
2. Announcement Regarding: Compliance with Open Meeting Law
3. Invocation - Pastor Paul Goulet, International Church of Las Vegas
4. Pledge of Allegiance

BUSINESS ITEMS - 9 A.M. SESSION

PUBLIC COMMENT

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

BUSINESS ITEMS - 9 A.M. Session

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

7. For possible action to approve the Final Minutes by reference of the May 6, 2020 Regular City Council Meeting

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

8. For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2019 Supplemental Emergency Management Performance Grant (EMPG) in the amount of $20,000 to support the City of Las Vegas Emergency Management Program - All Wards

9. For possible action to approve the Fiscal Year 2021 budget for the City of Las Vegas's nonprofit City Parkway V, Incorporation ($799,897 - City Parkway V, Incorporation) - Ward 5 (Crear)

10. For possible action to approve the Fiscal Year 2021 budget for the City of Las Vegas's nonprofit Las Vegas Medical District Corporation ($39,700 - Las Vegas Medical District Corporation) - Wards 1 and 5 (Knudsen and Crear)

FINANCE - CONSENT

11. For possible action to approve a Notice of Intent to Augment and Amend the Fiscal Year 2020 annual budget of the City of Las Vegas General Fund in the amount of $60,000,000

FINANCE - PURCHASING AND CONTRACTS - CONSENT

12. For possible action to approve award of Contract No. 200234-JH, Blanket Designated Services Contract for Right-of-Way Acquisition Services - Department of Public Works - Award recommended to: OVERLAND, PACIFIC AND CUTLER, LLC ($500,000 Annually - Various Funds) - All Wards

13. For possible action to approve award of Modification No. 1 to Contract No. 190316-DD, EMS Communication and Systems Assessments - Fire and Rescue - Award recommended to: FITCH AND ASSOCIATES LLC ($88,000 - Various Funds) - All Wards

14. For possible action to approve the ratification of Purchase Order No. 421959 for disposable surgical masks in response to the COVID-19 crisis - Office of Emergency Management - Award recommended to: HEROLDS NORTH LLC ($198,750 - Special Programs Special Revenue Fund) - All Wards

15. For possible action to approve the ratification of award of Contract No. 200219-TF, House Call Services at Courtyard Homeless Resource Center located at 314 Foremaster Lane - Department of Community Services - Award recommended to: READY RESPONDERS NEVADA, PPLC DBA READY RESPONDERS (Not-to-Exceed $288,000 - Special Programs Special Revenue Fund) - Ward 5 (Crear)

16. For possible action to approve the ratification of award of Modification No. 2 to Contract No. 200213-DM, Professional Services Contract for COVID-19 Medical Staffing Services at the ISO-Q Complex located at 850 Las Vegas Boulevard - Department of Community Services - Award recommended to: NURSECORE MANAGEMENT SERVICES LLC dba NURSECORE LAS VEGAS (Not-to-Exceed $150,000 - Special Programs Special Revenue Fund) - Ward 5 (Crear)

PLANNING - BUSINESS LICENSING - CONSENT

17. For possible action to approve a New Compliance Permit for a Retail Marijuana Store for DEEP ROOTS MEDICAL, LLC dba DEEP ROOTS HARVEST at 5991 West Cheyenne Avenue - Ward 5 (Crear)

18. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: BEATRIZ HERRERA TO: S & S LAS VEGAS, LLC dba 702 MART at 1468 East Charleston Boulevard [Steve Samir Shaba, Managing Member] - Ward 3 (Diaz)

19. For possible action to approve a Temporary Restricted Gaming License for S&S LAS VEGAS, LLC dba 702 MART at 1468 East Charleston Boulevard [Steve Samir Shaba, Managing Member] - Ward 3 (Diaz)

20. For possible action to approve an Alcoholic Beverage Caterer License for BATCHED, LLC dba BATCHED, LLC at 6290 McLeod Drive, Suite #110 [Kelly Stewart, Managing Member] - Clark County, Nevada

PUBLIC WORKS - CONSENT

21. For possible action to approve the installation of speed humps on Shetland Road between Pinto Lane and Charleston Boulevard ($17,155 - Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Knudsen)

22. For possible action to approve Third Supplemental Interlocal Contract LAS23I17 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to reallocate funding and extend the contract expiration date from June 30, 2020 to June 30, 2022 for Centennial Parkway Channel West - US95, CC215 to Grand Teton and US95 Crossing at Kyle Canyon Road - Ward 6 (Fiore)

23. For possible action to approve Third Supplemental Interlocal Contract LAS29C16 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to increase project funding for engineering design of the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System Project ($400,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Diaz)

24. For possible action to approve Second Supplemental Interlocal Contract LAS24L17 to reallocate funding and extend the contract expiration date from June 30, 2020 to June 30, 2023 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) for the design of the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway Project - Ward 6 (Fiore)

25. For possible action to approve Second Supplemental Interlocal Contract LAS29D17 to reallocate funding and extend the contract expiration date from June 30, 2020 to June 30, 2023 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) for the Flamingo - Boulder Highway North, Charleston - Main Street to Maryland Parkway Project - Ward 3 (Diaz)

26. For possible action to approve staff to acquire a portion of land and a temporary construction easement for the Citywide Traffic Engineering Design Services Project, APNs 140-32-802-005 and -006 ($130,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 3 (Diaz)

27. For possible action to approve multi-agency Interlocal Contract 1164 between the City of Las Vegas, City of Henderson, City of North Las Vegas, County of Clark, and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design for the Maryland Parkway Bus Rapid Transit: Russell Road to Fremont Street Project - Wards 3 and 5 (Diaz and Crear)

28. For possible action to approve Cooperative (Local Public Agency) Agreement PR010-14-063 - Amendment No. 4 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to increase project funding for installation of bike lockers and racks in various locations in Central Las Vegas ($5,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

29. For possible action to approve an Interlocal Agreement among the City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding allocations and the budget for the Las Vegas Wash (Wash) activities in Fiscal Year 2020/2021 ($78,886 - Sanitation Enterprise Fund [EF]) - All Wards and Clark County

DISCUSSION/ACTION ITEMS

COMMUNITY SERVICES - DISCUSSION

30. Discussion for possible action regarding the City of Las Vegas Second Amendment HUD FY2019-2020 Action Plan that secures Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds totaling $4,900,673 from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

31. Discussion for possible action regarding an allocation of $3,082,302 in Community Development Block Grant (CDBG) CARES Act (CDBG-CV) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

32. Discussion for possible action regarding an allocation of $280,792 in Housing Opportunities for Persons with Aids (HOPWA) CARES Act (HOPWA-CV) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

33. Discussion for possible action regarding an allocation of $1,537,579 in Emergency Solutions Grant (ESG) CARES Act (ESG-CV) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

HUMAN RESOURCES - DISCUSSION

34. Discussion for possible action regarding the selection of a finalist for the position of City Attorney

RESOLUTIONS - DISCUSSION

35. R-26-2020 - Discussion for possible action regarding a Resolution of the City Council ratifying temporary actions to assist businesses in the form of grants and authorizing specific business activities not otherwise permitted ($4,000,000 - CARES Act Special Revenue Fund) - All Wards

BOARDS AND COMMISSIONS - DISCUSSION

36. Discussion for possible action regarding the reappointment of members to the Neighborhood Partners Fund Board from the following list of nominees: Neighborhood Representatives - Greg Toussaint (Mayor's Designee), Larry Schultz (Ward 6), Gail Quailey (Ward 4) and David Kress (Ward 5) and Staff Designees Ydoleena Yturralde (Ward 3), Sally Christensen (Ward 4), Tanya Jackson-Renter (Ward 5) and Chance Bonaventura (Ward 6) and the appointment of nominees Matt Tramp (Ward 1), Elizabeth Helgelien (Ward 2) and Susy Farray (Ward 3) as Neighborhood Representatives and Dorian Stonebarger (Ward 1) and Brianna Ramirez (Ward 2) as Staff Designees - All Wards

37. Discussion for possible action regarding the appointment of nominee Brian Wilson to the Regional Flood Control District Citizen Advisory Committee

38. Discussion for possible action regarding the appointment of nominee Amy Emanuel to the Ward 1 seat of the Traffic and Parking Commission

RECOMMENDING COMMITTEE REPORT - DISCUSSION
BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

39. Bill No. 2020-17 - For possible action - Amends LVMC 6.74.050 and 19.12.070 relating to the permissible locations for secondhand dealers.

NEW BILLS

There is no public comment on these items and no action will be taken by the Council at this meeting, except those items which may be stricken or tabled. Public testimony takes place at the Recommending Committee Meeting held for that purpose.

40. Bill No. 2020-18 - Amends LVMC 6.82.060, pertaining to smoking lounges, to update an age limitation to be more consistent with Federal law regarding tobacco sales. Proposed by: Robert Summerfield, Director of Planning

41. Bill No. 2020-19 - Amends LVMC 10.32.020, pertaining to the crime of battery which constitutes domestic violence, to update penalty provisions to conform to changes in State law that become effective July 1, 2020. Proposed by: Bradford R. Jerbic, City Attorney

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 - DISCUSSION

42. SDR-78245 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 3,855 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED AND TO ALLOW A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS on 0.43 acres at 3801 West Charleston

Boulevard (APN 162-06-501-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78111]. The Planning Commission (6-0 vote) and Staff recommend DENIAL.

43. ROC-78317 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: ARJUN HUALAPAI WAY, LLC - OWNER: RED RUPEE, LLC - For possible action on a request for a Review of Condition of an approved Petition to Vacate (VAC-75859) the north half of Darling Road east of Hualapai Way TO REMOVE CONDITION NUMBER 2, WHICH STATES, "A CLARK COUNTY ORDER OF VACATION TO REMOVE ADJACENT CLARK COUNTY RIGHTS-OF-WAY AND PATENT EASEMENTS SO THAT NO 'ORPHAN' DEDICATION OR PATENT EASEMENT IN CLARK COUNTY REMAINS SHALL RECORD CONCURRENT WITH THIS ORDER OF VACATION UNLESS SPECIFICALLY ALLOWED IN WRITING BY CLARK COUNTY," Ward 6 (Fiore) [PRJ-78275]. Staff recommends DENIAL.

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

REPORTS AND PRESENTATIONS

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

SET DATE

46. 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

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

COUNCIL MEMBER RECOGNITION

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

THIS MEETING WAS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS IN ACCORDANCE WITH THE STATE OF NEVADA EXECUTIVE DEPARTMENT DECLARATION OF EMERGENCY DIRECTIVE 006

The City of Las Vegas website – www.lasvegasnevada.gov

and

The Nevada Public Notice Website – notice.nv.gov

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Pastor Paul Goulet, International Church of Las Vegas

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
5

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
6

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the May 6, 2020 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
8

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2019 Supplemental Emergency Management Performance Grant (EMPG) in the amount of $20,000 to support the City of Las Vegas Emergency Management Program - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $20,000 in reimbursement funds to the City of Las Vegas in support of the Emergency Management Program. This funding enables the City of Las Vegas to recover Office of Emergency Management equipment costs, specifically the continued contract services for mass notification and communication services.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. FY19 EMPG Grant Award Letter ($20,000), Budget Detail, and Assurances-Performance Period July 1, 2020 through June 30, 2021

Steve Sisolak
Governor

Nevada Department of
Public Safety

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Justin Luna
Chief

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

May 11, 2020

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

Dear Mayor Goodman:

The Nevada Division of Emergency Management (NDEM) is pleased to enclose the Federal Fiscal Year 2019, Supplemental Emergency Management Performance Grant (EMPG) award in the amount of $20,000.00.

The grant performance period is July 1, 2020, through June 30, 2021. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Should there be a need for modifications to the approved budget; advance approval is required from this Division through a "Project Change Request" form. The federal assurances, grant management guide along with the grant award documents, have been updated for the FFY 2019 grant cycle. Please review these documents carefully to ensure compliance.

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

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

Best Regards,

Justin Luna

JL/sw

Attachments: Grant Award
Budget
Assurances

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

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

Sub Grant Award

SUBGRANTEE:	**City of Las Vegas Emergency Management**	**FAIN NUMBER:**	EMF-2019-EP-00009
ADDRESS:	**495 S. Main Street, Las Vegas, NV 89101**	**CFDA / PROJECT NO:**	97042.19
		NDEM DUNS:	607025848
PROGRAM NAME:	Emergency Management Performance Grant	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	SUPPLEMENTAL FFY 2019 Emergency Management Performance Grant (EMPG)	**SUBGRANTEE GRANT FUNDS:**	$20,000.00
SUBGRANTEE AWARD PERIOD: July 01, 2020-June 30, 2021		**SUBGRANTEE MATCHING FUNDS:**	$20,000.00
FEDERAL AWARD PERIOD TO DEM: October 01, 2018 - September 30, 2021		**TOTAL SUBGRANTEE AWARD:**	$40,000.00
FEDERAL AWARD AMOUNT TO DEM: $4,551,655.00			

APPROVED BUDGET FOR PROJECT

CATEGORY	TOTAL PROJECT COSTS	
Equipment		$20,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
SUBGRANTEE FEDERAL GRANT TOTAL		**$20,000.00**
SUB-GRANTEE MATCH TOTAL		**$20,000.00**

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X J Luna 5-11-2020	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form: 5/18/2020
Dimitri P. Dalacas Date
Deputy City Attorney

ORIGINAL

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

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

Sub Grant Award		
	FAIN NUMBER:	EMF-2019-EP-00009
SUBGRANTEE: City of Las Vegas Emergency Management	CFDA / PROJECT NO:	97042.19
ADDRESS: 495 S. Main Street, Las Vegas, NV 89101	NDEM DUNS:	607025848
PROGRAM NAME: Emergency Management Performance Grant	SUB-GRANTEE DUNS:	030381610
PROJECT TITLE: SUPPLEMENTAL FFY 2019 Emergency Management Performance Grant (EMPG)	SUBGRANTEE GRANT FUNDS:	$20,000.00
SUBGRANTEE AWARD PERIOD: July 01, 2020-June 30, 2021	SUBGRANTEE MATCHING FUNDS:	$20,000.00
FEDERAL AWARD PERIOD TO DEM: October 01, 2018 - September 30, 2021	TOTAL SUBGRANTEE AWARD:	$40,000.00
FEDERAL AWARD AMOUNT TO DEM: $4,551,655.00		

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Equipment		$20,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
SUBGRANTEE FEDERAL GRANT TOTAL		**$20,000.00**
SUB-GRANTEE MATCH TOTAL		**$20,000.00**

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	Carolyn G. Goodman, Mayor
Name and Title of Appointing Official	Name and Title of Appointing Official
X 5-11-2020	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

Approved as to Form:
5/18/2020
Dimitri P. Dalacas Date
Deputy City Attorney

CONFIRMATION COPY

State of Nevada
Department of Public Safety
Division of Emergency Management
Budget Request Detail by Category

Supplemental EMPG - City of Las Vegas

CATEGORY	Authorized Equipment List	EMPG Amt	Match Source	Match Type (in-kind, cash, etc)	Match Amt	TOTAL PROJECT COSTS
Personnel/Fringe Benefits						0.00
			General Fund	In-Kind	20000.00	20000.00
						0.00
						0.00
						0.00
Consultant/Contract						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
Travel						0.00
						0.00
						0.00
						0.00
						0.00
Supplies/Operating						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
Equipment						0.00
System, Public Notification/Warning	04AP-09-ALRT	20000				20000.00
						0.00
						0.00
						0.00
						0.00
Training						0.00
						0.00
						0.00
						0.00
In-Direct (up to 10% only)						0.00
						0.00
TOTAL		20000.00			20000.00	40000.00

Nevada Department of
Public Safety
Division of Emergency Management

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

SUBRECIPIENT: _____

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

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

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

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

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

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

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

Article II - DHS Specific Acknowledgements and Assurances

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

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

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

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

Article III - Acknowledgement of Federal Funding from DHS

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

Article IV - Activities Conducted Abroad

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

Article V - Age Discrimination Act of 1975

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

Article VI - Americans with Disabilities Act of 1990

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

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

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

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

Article VIII - Civil Rights Act of 1964 - Title VI

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

Article IX - Civil Rights Act of 1968

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

Article X - Copyright

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

Article XI - Debarment and Suspension

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

Article XII - Drug-Free Workplace Regulations

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

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

Article XIII - Duplication of Benefits

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

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

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

Article XV - Energy Policy and Conservation Act

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

Article XVI - False Claims Act and Program Fraud Civil Remedies

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

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XVIII - Fly America Act of 1974

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

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

Article XIX - Hotel and Motel Fire Safety Act of 1990

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

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

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

Article XXI - Lobbying Prohibitions

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

Article XXII - National Environmental Policy Act

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

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

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

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

Article XXIV - Non-Supplanting Requirement

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

Article XXV - Notice of Funding Opportunity Requirements

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

Article XXVI - Patents and Intellectual Property Rights

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

Article XXVII - Procurement of Recovered Materials

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

Article XXVIII - Rehabilitation Act of 1973

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

Article XXIX - SAFECOM

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

Article XXX - Terrorist Financing

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

Article XXXI - Trafficking Victims Protection Act of 2000

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

Article XXXII - Universal Identifier and System for Award Management

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

Article XXXIII - USA Patriot Act of 2001

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

Article XXXIV - Use of DHS Seal, Logo and Flags

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

Article XXXV - Whistleblower Protection Act

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

Article XXXVI - Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered, subrecipient will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

State Articles

Article I - Written Authorization

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

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

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

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

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

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records

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

Article IV - Period of Performance

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

Article V - Funding Restrictions

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

Article VI - Conflicts of Interest

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

Article VII - Construction Projects

For construction projects, the Subrecipient will:

a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

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

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

Article VIII - Worker Compensation

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

Article IX - Nevada Public Records Act and the Freedom of Information Act

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

ARTICLE X - Reporting Subawards and Executive Compensation

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

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

Article XI – Subrecipient Monitoring

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

Article XII – Assignment and Delegation

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

Article XIII – Indemnification and Defense

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

Article XIV – Termination

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

a. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the Subrecipient to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the

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

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

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

Approved as to Form:
5/18/2020
Dimitri P. Dalacas Date
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
9

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the Fiscal Year 2021 budget for the City of Las Vegas's nonprofit City Parkway V, Incorporation ($799,897 - City Parkway V, Incorporation) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $799,897
Funding Source: City Parkway V, Incorporation
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The City Parkway V, Incorporation board of directors has approved the $799,897 budget for fiscal year 2021. This budget primarily reflects planned expenditures related to legal, consulting, insurance, association, utility and auditing fees. The source of funds will be from the City Parkway V, Incorporation fund.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. City Parkway V, Inc. Fiscal Year 2021 Operating Budget

City Parkway V, Inc.
Fiscal Year 2021 Operating Budget
Economic & Urban Development Department

ACCOUNT		FY21 BUDGET
351100	Miscellaneous Rentals	(113,000)
	Revenue	(113,000)
510400	Banking Services	350
510500	Consultants	347,000
510600	Legal Services	230,000
510700	Auditing & Accounting	5,000
520500	Water	20,000
540200	Maintenance of Equipment	10,000
561500	Recorders Fees	500
562600	Association Fees	16,000
570300	Premiums Paid	31,000
942200	General Contributions	140,047
	Expense	**799,897**
	Net (Income)/Loss	**686,897**

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
10

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the Fiscal Year 2021 budget for the City of Las Vegas's nonprofit Las Vegas Medical District Corporation ($39,700 - Las Vegas Medical District Corporation) - Wards 1 and 5 (Knudsen and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $39,700
Funding Source: Las Vegas Medical District Corporation
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The Las Vegas Medical District Corporation board of directors has approved the $39,700 budget for fiscal year 2021. This budget primarily reflects planned expenditures related to legal, consulting, insurance, fencing, utility and auditing fees. The source of funds will be from the Las Vegas Medical District Corporation fund.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Las Vegas Medical District Corporation Fiscal Year 2021 Operating Budget

Las Vegas Medical District Corporation
Fiscal Year 2021 Operating Budget
Economic & Urban Development Department

ACCOUNT		FY21 BUDGET
510400	Banking Services	1,000
510500	Consultants	10,000
510700	Auditing & Accounting	5,000
550500	Miscellaneous Rentals	13,500
560100	Dues & Subscriptions	5,000
561500	Recorders Fees	200
562700	Property Taxes Paid	3,000
570300	Premiums Paid	2,000
	Expense	**39,700**
	Net (Income)/Loss	**39,700**

Source of Funds: Las Vegas Medical District Corporation - 988200/98821

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
11

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

SUBJECT:
For possible action to approve a Notice of Intent to Augment and Amend the Fiscal Year 2020 annual budget of the City of Las Vegas General Fund in the amount of $60,000,000

FISCAL IMPACT:
None

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 FY2020 Budget of the General Fund in the amount of $60,000,000 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 17, 2020.

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 2020 in the amount of $60 million 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 17, 2020 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 13, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
12

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

SUBJECT:
For possible action to approve award of Contract No. 200234-JH, Blanket Designated Services Contract for Right-of-Way Acquisition Services - Department of Public Works - Award recommended to: OVERLAND, PACIFIC AND CUTLER, LLC ($500,000 Annually - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $500,000 Annually
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract will provide Right-of-Way Acquisition Services via task orders issued through the Public Works Department. The initial term of the contract is one year, with two, one-year renewal options. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2018 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Overland, Pacific and Cutler, LLC is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 200234-JH
2. Certificate - Disclosure of Ownership/Principals

BLANKET DESIGNATED SERVICES CONTRACT
FOR
RIGHT-OF-WAY ACQUISITION SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 333 North Rancho Drive, Las Vegas, Nevada 89106, and **Overland, Pacific and Cutler, LLC**, (the "Consultant"), **a Limited Liability Company,** whose address is **400 South 4th Street, Suite 500, Las Vegas, 89101**.

W I T N E S S E T H:

WHEREAS, the City intends to construct VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, 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 or subconsultant(s) is are properly credentialed through the International Right of Way Association; and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract; and

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

NOW, THEREFORE, in consideration of the above 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 Definition. A "***Project Task Order***" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

1.2 Issuance. If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

1.3 Services. For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, Exhibit "E" attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached thereto.

1.4 *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.

1.5 ***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.

1.6 ***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.

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

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

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

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

1.8 ***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.

1.9 ***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.

1.10 ***Responsibility for Construction Document Revisions***

1.10.1 ***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.

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

2.0 CITY RESPONSIBILITIES

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

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.19.2 and 10.19.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

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

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

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

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for ONE-YEAR from the date of approval unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

6.2 ***Task Orders***. Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

6.3 ***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.

6.4 ***Renewals***. The City may, at its sole option, extend the term of this Contract for up to **TWO ONE-YEAR RENEWAL PERIODS** beyond the initial term in 6.01. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

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

establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

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

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

7.5 **Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.19.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

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

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

10.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.19.

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

10.4 ***Ownership of Documents***

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

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written

Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

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

10.4.1 ***Delivery of Documents.***

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

10.5.1 ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and

must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

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

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

10.5.4 ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Fifty Thousand ($50,000) without the prior written approval of the City.

10.5.9 Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are

acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

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

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

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

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

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Contract. Claims made insurance (Professional Liability-10.05 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

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

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

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of

liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

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

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

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

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

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

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

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

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

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from

the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

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

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

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

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

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

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

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

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

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

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

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage,

brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.19.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.19.2 or 10.19.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management. The*** City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.19.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.19.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

10.24 Counterparts; Electronic Delivery. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or

e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

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

CITY OF LAS VEGAS

By: _____
Denise Marcella, Acting Manager Purchasing & Contracts

CONSULTANT

By: _____
Taurean Gordon, Chief Operating Officer
Overland, Pacific & Cutler, LLC

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 5/13/2020
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS *

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " CERTIFICATE OF DISCLOSURE

EXHIBIT " H " PROJECT TASK ORDER

*** Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.**

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL

100.1 The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

100.1.1 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.

100.2 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services: **Right-of-Way Acquisition Services.**

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

100.3 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.4 Project Management Software. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

100.4.1 The City shall provide:

- A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
- The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- User accounts for Consultant's access to the MasterWorks software.

100.4.2 The Consultant shall provide:

- Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.

- Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MasterWorks software.

100.5 Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

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

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 GENERAL

200.1 The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit “H”.

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

END OF EXHIBIT “B”

EXHIBIT C
PERFORMANCE SCHEDULE

300 GENERAL

301 CONTRACT TERM AND RENEWALS. SECTION 6 – TERM OF THE CONTRACT delineates the term of the contract and any renewal options, if applicable.

302 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 GENERAL

400.1 The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is $500,000.00 annually.

401 PAYMENT

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 2.75, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

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

401.3 The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE
Project Manager	$68.00
Senior Agent	$44.00
Agent	$35.00
Project Support	$28.00

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime

501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	NOT-TO-EXCEED
None authorized or anticipated as of the date of this Contract.			$0
			$0
			$0

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

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional

Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

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

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Any reimbursable expenses will be defined in the subsequent Task Orders.

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

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

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

502.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Kevin Cerny, Sr. Right-of-Way Agent

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Alan R. Riekki, PLS City Surveyor

600.3 CITY REPRESENTATIVE FOR EACH SUBSEQUENT PROJECT TASK ORDER: As stated in each Project Task Order.

601 CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, The following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

601.1.a **CONSULTANT REPRESENTATIVE:** Todd Salvatore

601.1.b **RESPONSIBLE IN CHARGE PERSON**: Brian Everett

601.1.c **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
B.1000725.LLC (Nevada Real Estate Broker)

601.1.d **PROJECT MANAGER:** Todd Salvatore

601.2 CONSULTANT'S SUBCONSULTANTS

601.2.a Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPAL

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: Overland, Pacific & Cutler, LLC	
Address: 3750 Schaufele Avenue, Suite 150	**City / ST / Zip:** Long Beach, CA 90808
Telephone: 562-304-2000	**EIN or DUNS :** 95-3559948
Block 2: Description / Subject Matter of Contract	
Services for: Right of Way Acquisition Services	**Project Number:** 200234-JH

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Brian Everett / President or CEO	3750 Schaufele Ave., Long Beach, CA 90808	562-304-2000
2	Mark La Bonte / Sr. Vice President	3750 Schaufele Ave., Long Beach, CA 90808	562-304-2000
3	Ray Armstrong / Vice President	2305 Mustang Drive, Suite 100, Grapevine, TX 76051	469-374-4802
4			
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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: N/A

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

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

KATIE QUICK
Commission # 2176757
Notary Public - California
ORANGE County
My Comm. Expires DEC 23, 2020

Signature

5/12/2020
Date

Subscribed and sworn to before me this 12 day of MAY, 2020

Notary Signature

EXHIBIT "H"
PROJECT TASK ORDER

Number H- ___

FOR
RIGHT-OF-WAY ACQUISITION SERVICES

Blanket Services Contract Name:	Right-of-Way Acquisition Services
Consultant Name:	Overland Pacific and Cutler, LLC
Contract Services Listed:	
Contract/Option Period From:	To
Contract/Option Year Not-to-Exceed Fee:	$500,000.00
Aggregate Task Order value for current option year (prior to this Task Order):	$
Amount of this Task Order	$
Contract amount remaining after this Task Order:	$

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

Project Name:	
Location:	
Description:	
Construction Cost Budget:	$

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A – Scope of Services

1000 SCOPE OF THE PROJECT

1000.1 Proposal Included. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as **Exhibit "H-_-1**". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

1000.1.1 **SCOPE OF PROJECT**. The scope and location of the Project is generally described as follows:
Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____
As shown on the attachment to this Exhibit, titled _____

1000.1.2 **SCOPE OF SERVICES.**

- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE - - - - -

PROJECT MANAGEMENT

1000.2 ***MasterWorks Software***. Upon City request, Consultant shall utilize the City's online project management software (MASTERWORKS) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

1000.2.1 City shall provide:

- A limited training manual for the MASTERWORKS software and a maximum of two hours of MASTERWORKS software training for up to four people at the City's offices.
- The cost of any software licenses required by the MASTERWORKS software manufacturer or distributor.
- User accounts for Consultant's access to the MASTERWORKS software.

1000.2.2 Consultant shall provide:

- Training of Consultant personnel required to utilize the MASTERWORKS software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MASTERWORKS software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MASTERWORKS software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MASTERWORKS software.
- Documents approved in the MASTERWORKS software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MASTERWORKS software to provide approvals, and no excuse will be entertained by the City for unauthorized MASTERWORKS software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MASTERWORKS approvals, upon City request.

ADD THE APPROPRIATE FEDERAL FUNDING REQUIREMENTS HERE FOR YOUR PROJECT

CDBG, SNPLMA AND ARRA REQUIREMENTS CAN BE CUT AND PASTED FROM OUR NET

DO NOT INCLUDE ANY CONSULTANT EXCLUSIONS, CONSULTANT ASSUMPTIONS, OR OTHER CONDITIONS THAT LIMIT THE CONSULTANT'S RESPONSIBILITY WITHOUT REVIEW FROM THE CITY ENGINEER AND THE CITY ATTORNEY.

NEVER ADD ANY LANGUAGE THAT USES WORDS LIKE INDEMNIFICATION, INDEMNITY, INDEMNIFY, DEFEND, OR HOLD HARMLESS.

END OF SECTION "A"

Section B – Required Submittals

2000 SUBMITTALS

2000.1 In addition to the submittals required by the Blanket Services Contract For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER HERE - - - - -

2000.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

2000.3 Submittals to regulatory agencies shall be as required for each agency.

2000.4 It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF SECTION "B"

Section C – Performance Schedule

3000.1 For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

3000.1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

3000.1.2 The maximum allowed time to complete each portion of the work is as follows:

BY TASK	CALENDAR DAYS TO COMPLETE	REMARKS
TOTAL	**0**	

END OF SECTION "C"

Section D – Fee Breakdown

4000 COMPENSATION

4000.1 The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

4000.2 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E based upon the completion of, and acceptance by the City, of each Deliverable identified in Section "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Contract Section "A" (Scope of Services) for not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

TASK	NOT-TO-EXCEED FEE	REMARKS
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL	$0.00	

4000.3 The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

4001 ALLOWANCE FOR ADDITIONAL SERVICES

4001.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

4001.2 Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

4001.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

4001.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.

4001.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		**ALLOWED SERVICES**
TOTAL NOT-TO-EXCEED COST	$0	Right-of-Way Acquisition Services

END OF SECTION "D"

Section E – Additional Compensation

5000 RATES AND REIMBURSABLES

5000.1 ***Consultant Hourly Rates***: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.2 ***Additional Services Rates:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.3 ***Reimbursable Expenses:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Section F – Key Personnel List

Unchanged from the description included in Exhibit "F" of the Blanket Services Contract, except as follows:

- CITY REPRESENTATIVE:
- CITY REPRESENTATIVE'S SUPERVISOR:

- - - - - - THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR THIS TASK ORDER PROJECT. - - - - - - -

Section F – Disclosure

Unchanged since signing Exhibit "G" of the Blanket Services Contract.

- - - - - - - VERIFY WITH THE CONSULTANT - - - - - -

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____ By: _____

CONSULTANT CITY

EXHIBIT "G"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPAL

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: Overland, Pacific & Cutler, LLC	
Address: 3750 Schaufele Avenue, Suite 150	**City / ST / Zip:** Long Beach, CA 90808
Telephone: 562-304-2000	**EIN or DUNS :** 95-3559948
Block 2: Description / Subject Matter of Contract	
Services for: Right of Way Acquisition Services	**Project Number:** 200234-JH

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Brian Everett / President or CEO	3750 Schaufele Ave., Long Beach, CA 90808	562-304-2000
2	Mark La Bonte / Sr. Vice President	3750 Schaufele Ave., Long Beach, CA 90808	562-304-2000
3	Ray Armstrong / Vice President	2305 Mustang Drive, Suite 100, Grapevine, TX 76051	469-374-4802
4			
5			
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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: N/A

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

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

KATIE QUICK
Commission # 2176757
Notary Public - California
ORANGE County
My Comm. Expires DEC 23, 2020

Signature

5/12/2020
Date

Subscribed and sworn to before me this 12 day of MAY, 2020

Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve award of Modification No. 1 to Contract No. 190316-DD, EMS Communication and Systems Assessments - Fire and Rescue - Award recommended to: FITCH AND ASSOCIATES LLC ($88,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $88,000
Funding Source: Various Funds
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
On June 19, 2019, City Council approved this contract in the amount of $196,995 for an assessment of fire and EMS service delivery that depends on consistent, acceptable performance from the time a caller dials 911 to the time a fire is controlled or a patient is delivered to an appropriate medical facility. Modification No. 1 adds to the scope of work and extends the terms to assist the City in developing a Request for Proposal for Medical Response Services, in the amount $88,000, for a total Contract amount of $284,995. Fitch and Associates LLC. is located in Platte City, Missouri.

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

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 190316-DD
2. Certificate – Disclosure of Ownership/Principals

CONTRACT MODIFICATION NO. 1

EMS Communication and System Assessments

THIS MODIFICATION NO. 1 is being entered into this _____day of _____, 2020, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 Main Street, Las Vegas, Nevada 89101, FITCH & ASSOCIATES,LLC, (hereinafter the "Company"), a Missouri limited liability company having its principal office at 2901 Williamsburg Terrace # G, Platte City, Missouri 64079.

This Modification revises the Prices/Costs and Scope of Work set forth in that certain Contract for Professional Services for EMS Communication and Systems Assessment dated July 9, 2019 (Contract No. 190316-DD), (collectively the "Contract").

The Contract between the City and the Company is hereby modified as follows:

1. Section A-2: Contract Amount

REFERENCE: The Contract Amount shall not exceed $196,995.00

DELETE: In its entirety.

REPLACE WITH: The Contract Amount shall not exceed $284,995.00

2. Section A-3: Performance Period

REFERENCE:

(a) The performance period commences from Award Date and continues through the completion of services provided, anticipated to be no later than March 31, 2020, unless extended in writing in accordance with Section E-13 "Modification/Amendment".

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

DELETE: In its entirety.

REPLACE WITH:

(c) The performance period commences from Award Date and continues through the completion of services provided, anticipated to be no later than June 30, 2021, unless extended in writing in accordance with Section E-13 "Modification/Amendment".

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

3. Section C-1 Scope of Work

(a) REFERENCE: Services will be provided in accordance with the Scope of Work attached as Exhibit A.

DELETE: In its entirety.

REPLACE WITH: Services will be provided in accordance with the Revised Scope of Work attached as Exhibit A Revised.

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

CITY OF LAS VEGAS

DENISE MARCELLA
Acting Manager, Purchasing and Contracts — Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk — Date

APPROVED AS TO FORM:

John S. Ridilla — 5/7/2020
Deputy City Attorney — Date

John S. Ridilla
Deputy City Attorney

FITCH AND ASSOCIATES,LLC

STEVEN KNIGHT, Partner — Date

EXHIBIT A REVISED

PUBLIC SAFETY COMMUNICATIONS CENTER ASSESSMENT
EMS SYSTEM ASSESSMENT
EMS AMBULANCE PROCUREMENT

TO: LAS VEGAS FIRE DEPARTMENT

Prepared by:

FITCH AND ASSOCIATES, LLC

2901 Williamsburg Terrace #G ▪ Platte City ▪ Missouri ▪ 64079
P: 816.431.2600 ▪ F: 816.431.2653
www.fitchassoc.com

COMBINED SCOPE OF WORK AND ASSESSMENTS

Las Vegas Fire Department

PART I: PUBLIC SAFETY COMMUNICATIONS CENTER ASSESSMENT 1

Introduction 1

Our Understanding of Key Issues For Phase 2 Work 1

PROPOSED PROJECT METHODOLOGY 2

Objective Assessment of the Current Environment 3

PROJECT TEAM 11

PAST PERFORMANCE &EXPERIENCE 13
Time-Tested Methodologies 13

TIMEFRAME AND BUDGET 13

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FIRE SERVICE CONTRACTING MODEL PROCUREMENT PROCESS 27

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Las Vegas Procurement Project Timelines and Rationale for Key Steps 28

PART I: PUBLIC SAFETY COMMUNICATIONS CENTER ASSESSMENT

Introduction

Las Vegas Fire & Rescue Clark County Fire Department, North Las Vegas, Clark County combined communication center and others have invested significant time and energy in the development and deployment of a Clark County Communications Center. After years of discussion and study, it is appropriate for stakeholders to pause and evaluate the System's current performance. The evaluation is to include both successes and challenges and is to identify opportunities for further improvement of the System's performance or to drive a new path forward.

Dispatch centers are pivotal for emergency services; they are the gateway to the community. Dispatch centers represent the "first, first responders to the community." Great emergency response and customer service by the dispatch center reassures the public and supports delivery of superior public safety services to the population. The key responsibilities of a dispatch center are: to properly categorize calls and to prioritize the responders that are required to deal with the emergency at hand, to ensure fire rescue (emergency service personnel) scene safety and to appropriately maintain mission critical records. The Clark County Combined Communication Center seeks to better understand the dispatch center's operations and to develop an optimized dispatch operations based on a "Best Practices" philosophy.

Our Understanding of Key Issues For Phase 2 Work

The City, Clark County Communication Center in combination with Las Vegas Fire rescue, Clark County Fire Department and North Las Vegas Fire Department would like its' consultants to use a 'Best Practices' methodology to analyze the current environment, determine the 'Best Practices' applicable to Clark County Combined Communication Center, articulate any gaps that may exist between the current and ideal states, and translate specific information to formulate actionable recommendations. The overall project goal is to develop a widely accepted and implementable strategic and tactical plan to close any gaps. The process must be designed to engage key leaders, from all stakeholder groups, to meet the community's needs to improve call taking and emergency dispatch of fire rescue services.

This effort will address the following areas:

- Technology
- Performance Measures
- Staffing
- Effectiveness and Efficiency
- Governance and Oversight
- Colocation opportunities with potential back-up center opportunities
- Use of Priorities versus determinants

These issues are profiled against national impacts in the industry that are also driving change. These broader perspectives include:

Increased demand and rising call volumes

There are concerns about increasing call volumes and call complexity associated with wireless 911 utilization nationwide.

Roles for fire agencies role are changing

With more questions on how many responders are appropriate on scenes, first response is at the forefront. The dispatch center plays a key role in ascertaining the what and the how many resources are required.

Medical content is expanding

The medical community and public expect that more sophisticated clinical services will be available at local 911 centers.

Rapidly evolving technology

Mistakes are expensive and shackle agencies' productivity and capabilities.

Funding pressures-

Governments throughout the nation require emergency personnel to accomplish more with fewer resources. Resources are scarce as local governments struggle to replace basic infrastructure.

Public expectations and pressure to meet response targets-

Agencies throughout North America are finding that the public expectations for service improvements have been influenced by the instant nature of our society and the media.

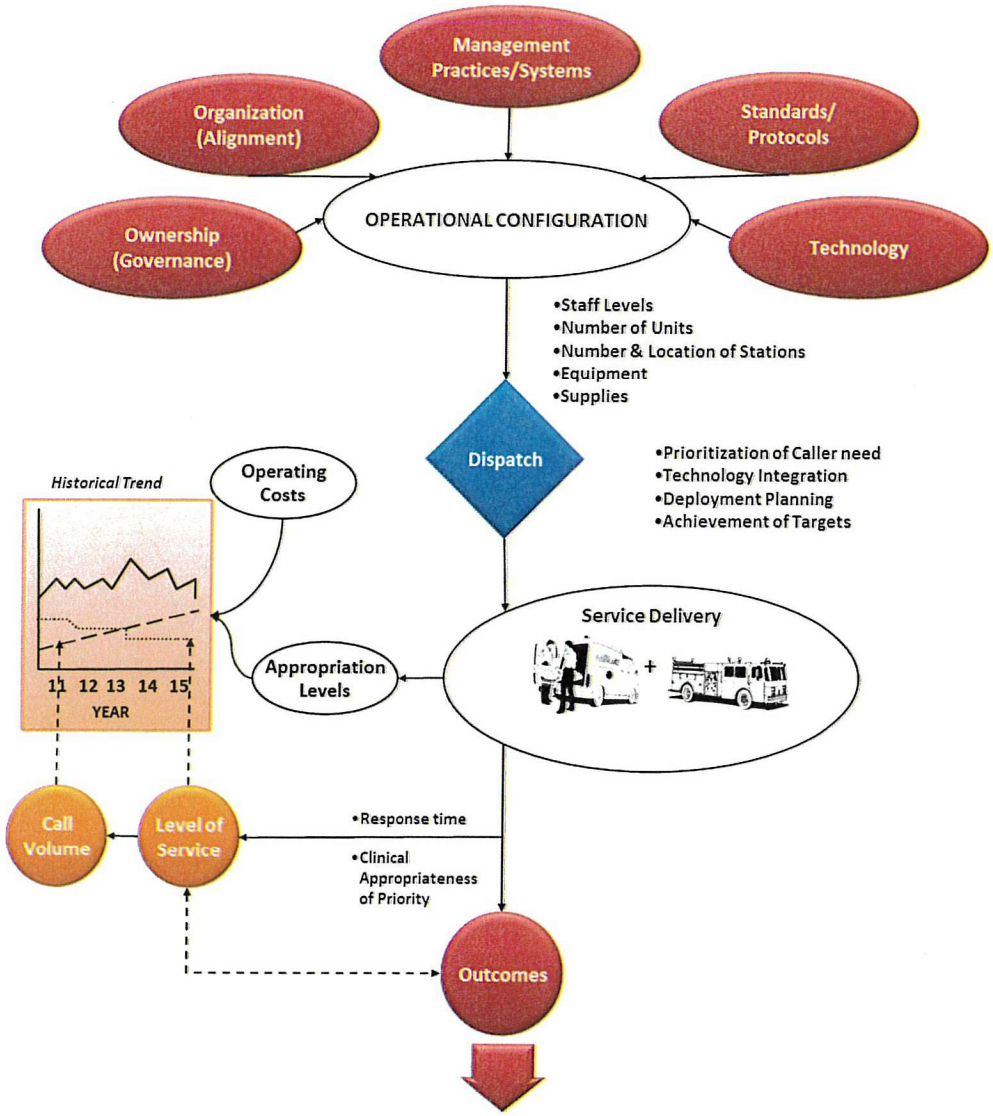
PROPOSED PROJECT METHODOLOGY

The project's goal is to assess the E911 call-taking and dispatch services within the County and determine if there is the right staffing level, better methodologies and technologies available – Best Practices – to deliver these services. To achieve that goal, we will conduct an objective assessment of the current environment to develop a clear baseline. We will work with stakeholders to shape the components of an ideal future state for emergency communications, and then develop specific recommendations that can be used for immediate system enhancements, continuous improvement and objective evaluation of success.

Objective Assessment of the Current Environment

Fitch will employ a structured and valid approach to address industry Best Practices. The graphic diagram below describes the typical process Fitch utilizes when undertaking a 911 communications center project. This highlights the relationship of the components of a dispatch system and demonstrates the complexity of activities required for the ultimate goal of the system—rapid positive outcomes. The *FITCH* proposed project examines all of the highlighted components in light of the unique circumstances of the Clark County system. Through this method, Fitch will identify opportunities for improvement across all service areas.

Figure 1: Current Operational Environment



To develop an optimal future state, a broad understanding of what exists and how it benchmarks to best practices is a foundational step. The research-based assessment model we will utilize in Clark County is an objective process that engages stakeholders.

Figure 2: Assessment Components



Our profession-specific review framework incorporates six major areas of inquiry including processes review, operational performance analysis, technology assessment, regulatory/legal environment examination, community issues and system structure issues. The framework acknowledges that state, regional and local government entities, public safety agencies, taxpayers and many others must work together in order to provide the highest possible level of quality within available resources. The following points present the elements that are typically covered within the course of a communications center review.

Communications Center Processes Review

- Protocol/procedure development process
- Quality of performance (e.g., as measured by reasonable conformance to protocol)
- Initial training and continuing education
- Use of supervision
- Physician involvement - if EMD
- Audit/review process & use of findings
- Quality (QI) and measurement systems
- Caller interactions
- Certification and licensure requirements
- Agency specific dispatch procedures
- Specialized procedures (e.g. NIMS, CISM, etc.)
- Accreditation(s)

Operational Performance & Utilization Metrics

- Call volumes and trend analysis
- Identify call mix and acuity levels by discipline
- Temporal (distribution pattern) analysis
- Workflow & process mapping
- Determine processing times
- Identify time-on-task
- Staffing plans, staff loading and distribution analysis
- Performance requirements and compliance
- Key performance indicators and scorecards utilized
- Workforce and labor issues
- Organizational structure and human resource leadership
- Level of services provided to various organizations (including ancillary and support services)
- End user (stakeholder) issues
- Policies and procedures
- Deployment and move up plans
- Automatic and/or mutual aid plans

Technology & Facilities

- Inventory current technologies
- Determine current technology capabilities
- Analysis of technology integration and contribution to performance
- Review proposed technology enhancements
- Review physical facilities & facility related issues
- Staff satisfaction levels
- Emergency Operation & Alternative facilities

Regulatory/Legal Environment Examination

- Contracts/Interlocal agreements
- Accountability
- State legislation and regulations
- Local regulatory requirements
- Other agreements. (e.g. Joint Powers Agreements, etc.)
- Mutual aid
- Municipal regulations and ordinances
- Other communities' experience

Community Issues

- Community involvement
- Expectations
- Awareness levels
- Historical satisfaction levels

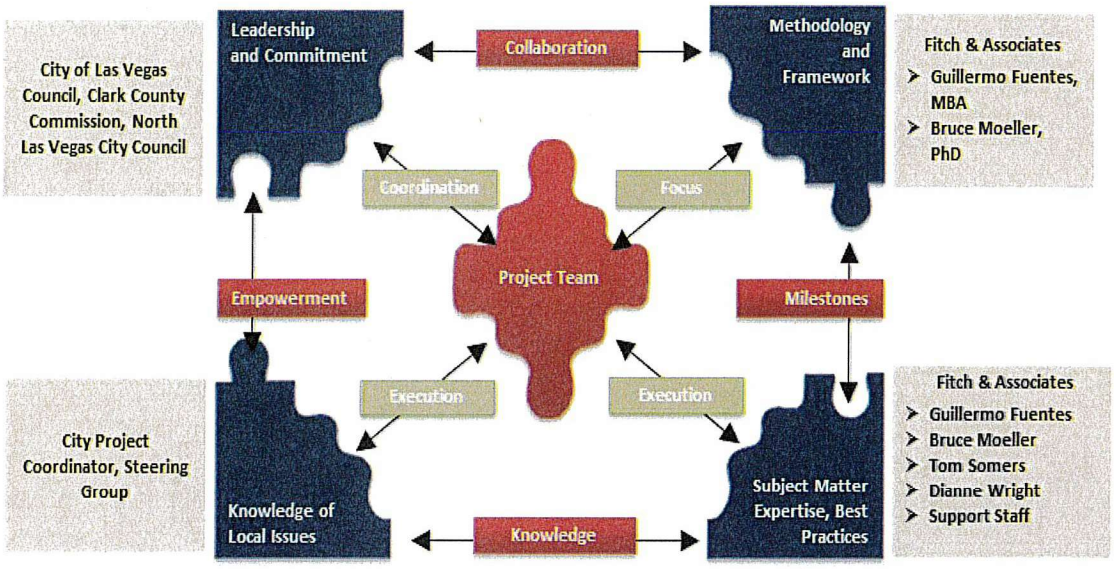
System Structure Issues

- Legislative issues
- System management and services
- Inter-agency coordination
- Organizational structure options
- Interest of other agencies in future integration
- Legal and administrative authority
- Service description and relationships
- Potential enhancements inventory
- System design issues
- Leadership and organizational governance

Collaborative Approach

FITCH proposes to use a collaborative approach that will blend local knowledge with information provided by subject matter experts in a highly defined process to achieve Clark County Combined Communication Center objectives. The team approach is illustrated below at Figure 3.

Figure 3: - Collaborative Approach:



Four Component Work Plan

There are four distinct components generally needed to accomplish the work on a project of this scope. These include:

Component 1—Initiation, Data Collection and Baseline Assessment

The work steps in this component are designed to confirm the project schedule and deliverables and to initiate information-gathering procedures.

- Level "1" Interviews will include individual meetings with key stakeholders including Senior City Leaders, Clark County leaders, North Las Vegas Leaders Communications Center Director/Manager, Budget/ Finance Directors, Human Resources and Chiefs/members of key stakeholder groups (e.g. Fire Chiefs Association).

In this component, we also consult with individuals at various levels of the organization including:

- Level "2" – Supervisory staff from center, shared service (e.g. IT or MIS) representatives, labor unit leadership, and other key stakeholder representatives.
- Level "3" – Observations and interviews in the Emergency Communications Center.

We utilize an Information and Data Request (IDR) instrument that addresses key items outlined in the assessment process above. This is a standard tool that has been used in other organizations and will allow us to compare results from Las Vegas to other organizations.

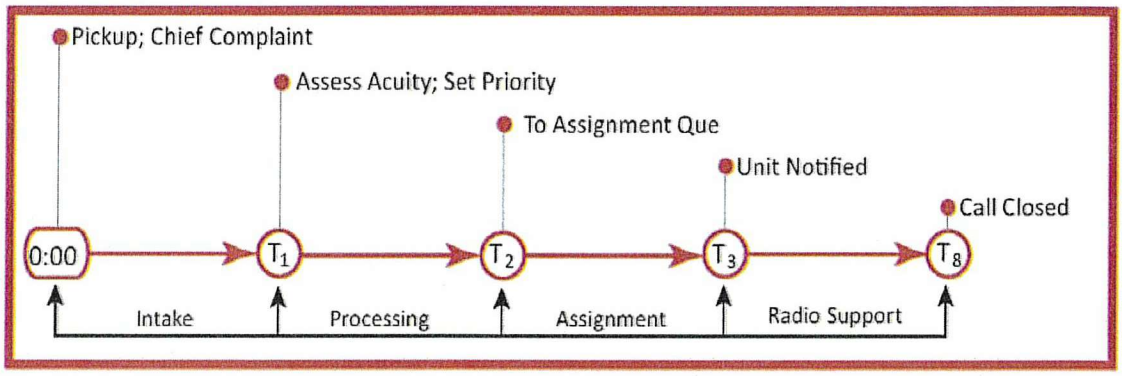
During this component, we also conduct other key data collection activities including the technology/facilities assessment and gap analysis; initiate the employee and key stakeholder on-line surveys; and, review staffing and budget information required to establish a clear understanding of "where we are."

Component 2—Conduct External Benchmarking: Analysis-Impacts & Trends

In this component, we will outline best practices and compare the current performance of the Clark county combined communications centers to those practices. In addition, we will access our extensive North American database of best practices to supplement our review and articulation of opportunities for improvement.

We will evaluate existing performance against national standards and recommendations. Both NENA 56-005 and NFPA 1221 are models by which systems are evaluated and define certain performance metrics that are attached to best practice.

Figure 4: - Call Flow by Dispatch Process:



There are four steps: Intake, Call Processing, Assignment and Radio Support.

Figure 5: - Best practice performance evaluation: NFPA 1221, NENA56-005:

NFPA 1221 Section	Standard
Section 7.4.1	All calls/alarms to be recorded and tabulated to indicate origin of call; 95% to be answered with 15 seconds; 99% within 40 seconds.
Section 7.4.2	80% of call processing completed within 60 seconds; 95% completed with 106 seconds.
Section 7.4.3	For law enforcement, the jurisdiction with authority determines standards for dispatch completion.[12]
Section 7.4.4	95% of calls shall be transferred from primary PSAP to secondary PSAP within 30 seconds (10 seconds for ring answer and 20 seconds for identification of primary resource required).

NENA 56-005	Standards
Master Glossary 00-001	90% of all PSAP calls to be answered within 10 seconds during the busy hour;[14] 95% of all calls should be answered within 20 seconds..
Page 8 of 12	911 call taker limited to *very few questions prior to transferring the call to the agency that will dispatch the call.* This is done in order to reduce the delay of the responding agency that will ultimately deal with the crisis..
Section 3.3	All 9-1-1 calls at a PSAP shall begin with "9-1-1". The correct statement is "Nine-One-One", never "Nine Eleven". Additional information or questions may be added, as in: "9-1-1, what is the emergency?" or "9-1-1 what is the address of the emergency?"[15]

We will use available data to project the demographic trends within your area. Assuming that we will be able to extract age-specific data from your database, we will be able to develop your standard utilization curve that quantifies the 911 call volume per 1,000-population in each five-year age group. This can then be applied to population projections from available sources to forecast the call volume to the year 2025.

Other sources, such as research studies from secondary sources, etc., will be used to document other external trends and issues and their relevance to the future provision of communications services in your community.

During this component, the third meeting of the steering committee occurs at which point the results of the environmental scan, SWOT (Strengths, Weaknesses, Opportunities and Threats) summary and the mission, vision and values are reviewed and clarified.

Component 3—Define Future State Options

The definition of the future state represents a critical step in the process. In this component, all of the information that we have been gathering in the previous components and supporting analysis will be consolidated into a background summary that outlines the key issues and asks critical questions. In this component, pros and cons of service improvement options will be articulated and mitigation strategies

will be offered if possible. In this phase the Fitch team will look at alternative options such as potential co-location with surrounding communication centers. Backup centers are discussed and suggestions on how to achieve "real time" redundancies are explored. Order of magnitude costs will be described to facilitate decisions related to plan components and timing for implementation. Funding sources are explored and potential new sources are discussed in order to develop a sustainable cost effective model.

Component 4—Report Results

The deliverables from Components 1 through 3 will be consolidated into a comprehensive planning summary. This next step plan will identify and prioritize key activities, assign responsibility for each initiative and define the timelines and resources required for the implementation. The draft project summary will be reviewed at a final Steering Committee meeting with a final plan issued.

Clark County Combined Communication Center Work Plan

Utilizing the above framework, *FITCH* proposes the following work plan for combined communication assessment, which is presented on the following page at Table 1.

Table 1: - Graphic Work Plan Summary for Las Vegas Fire:

Phase	Task	Description		Internal Deliverable
Phase 1	**Part 1**			
1.01	Letter of engagement	Terms of consultant agreement	N/A	Project start date
1.02	Develop preliminary work plan timeline	Reviewed by City leadership	N/A	Approved timeline
1.03	Meeting with System leadership	Clarify expectations & work plan	2.0(c)	Define stakeholder
1.04	Information Request Prepared	Stakeholder Agencies	2.0(c)	Information due prior to any
1.05	Confirm scope and focus	Meeting w/ steering committee	2.0(c)	Summary
1.06	Conduct "level 1" interviews	City Admin.; Chiefs Associations	2.0(c)	Issues Summary
1.07	Review requested information	IDR	2.0(d)	30 days after IDR is sent
1.08	Technology Review	Baseline & proposed enhancements	2.0(d)	Inventory & Gap Analysis
1.09	Conduct "level 2" interviews	Individual interviews	2.0(c)	Summary
1.10	Review dispatch/EOC operations	Site visit to validate procedures	2.0(f)(g)(j)	Summary of observations
1.11	Review fiscal data	Budgets, anticipated budgets	2.0(h)	Summary
1.12	Conduct online stakeholder survey	Staff plus key customers groups	2.0(c)	Survey results summary
1.13	Review shifts/staffing patterns	Describe implications	2.0(a)(b)	Issues list
1.14	Present interim findings	Meeting w/ steering committee	2.0(h)	75 days
				75 days
Phase 1	**Part 2**			
2.01	Determine best practices	National database	2.0(a)	Summary
2.02	Compare to current performance	Analysis	2.0(a)(b)(i)	Summary
2.04	Analyze demographic trends	Historical and projected to 2020	2.0(e)	Population projection to 2025
2.05	Calculate historical utilization/volume	Calls per 1,000 population	2.0(e)	Utilization curve
2.06	Determine required staffing	Analysis	2.0(e)	Summary
2.07	Determine fiscal impacts	Financial analysis and future budget	2.0(b)	Summary
2.09	Present findings	Meeting w/ steering committee	2.0(b)(d)(h)	120 days
				120 days
Phase 2	**Part 1**			
3.01	Review performance data to date	Future plan creation	2.0(b)(e)	Summary
3.02	Review best practices & stakeholder input	Future plan creation	2.0(a)(b)(c)	Summary
3.03	Prepare draft recommendations	Plan creation	2.0(h)(i)	Summary
3.04	Determine fiscal implications/priorities	Costing	2.0(h)	High level summary
3.05	Conduct interim briefing	Meeting w/ steering committee	2.0(h)	150 days
3.06	Identify items of consensus	Modifications to future plan	2.0(c)(h)	Change summary
				150 days
Phase 2	**Part 2**			
4.01	Interim project reporting		2.0(h)(i)	As noted on completion dates
4.02	Prepare draft recommendations report	Synthesis of above deliverables	2.0(h)(i)	180 days
4.03	Implementation timeframes summary	Meeting w/ steering committee	2.0(h)(i)	180 days
4.04	Draft project summary	Meeting w/ steering committee	2.0(h)(i)	180 days
4.05	Client clarifications/modifications	Format & process modifications	2.0(c)(h)(i)	210 days
4.06	Present final report	Final document	2.0(d)(h)(i)	240 days
				240 days

PROJECT TEAM

Guillermo Fuentes – Senior Partner & Chief Operating Officer. Guillermo Fuentes, MBA, has 25 years of emergency services experience that spans multiple public safety services and jurisdictions. He has held executive positions for more than a decade being named Deputy Chief of Montreal (Canada) EMS in 1999, Montreal EMS is the 5th largest municipal ambulance service in North America answering over 300,000 calls for service, while in Montreal he was responsible for overseeing 1100 field employees.
One of his core duties was to manage a 118-person communication center. He subsequently served as Deputy Chief of EMS for Niagara EMS and was responsible for building and staffing a new communications center. He led both center through their NAED accreditation process.

Mr. Fuentes subsequently served as the Chief Administrative Officer for the Niagara Regional Police Service. In this role he was responsible for Information Technology, Human Resources, Records, Communication Center, Fleet and other administrative duties including the finance function. As CAO he also served as the CFO overseeing a 150 million dollar operating budget.

Mr. Fuentes has worked with Fitch & Associates on a part time basis for eight years and joined the firm full time in 2011. He routinely is involved in complex projects. His ability to move between field operations, dispatch centers and administrative functions - applying statistical analysis to real life situations makes his contribution to projects both complete and practical. He holds a Masters Certificate in Management from Tulane University and a Master's in Business Administration from Aspen University.

Bruce J. Moeller, PhD – Senior Consultant - Fire. Dr. Moeller joined the firm last year. He most recently served as Executive Director for Safety & Emergency Services in Pinellas County, Florida and as Interim Chief of Staff for the County. Pinellas County is a community of almost 1 million residents; his areas of responsibility include 9-1-1, EMS &Fire Administration, Justice & Consumer Services, Radio & Technology, Emergency Management and Animal Services. Prior to his current role, Dr. Moeller served as city manager in Sunrise, Florida. Moeller's background includes 30+ years of public safety service, culminating as Chief of Department for several fire-rescue agencies, including Broward County, Florida.

Dr. Moeller is active in fire service and public management organizations, having served in committee and leadership roles for the International City County Management Association (ICMA), National Fire Protection Association (NFPA), and International Association of Fire Chiefs (IAFC). He is also an active member of the International Chiefs of Police (IACP).

Erwin Stedronsky, PhD – Senior Consultant. Dr. Stedronsky brings more than 40 years of inventive innovation to work with the Firm's clients on complex initiatives that involve assimilation and analysis of both hard and soft data. His skills include the extraction of relevant elements from large data sets and the presentation of data interpretations in concise graphical and written forms that allow clients to make actionable decisions.

A graduate of Massachusetts Institute of Technology (MIT), he holds 20 US Patents including multiple patents for medical applications. He is familiar with medical regulatory practices and has made successful submissions to the Food and Drug Administration (FDA).

Before joining the Fitch & Associates team, Dr. Stedronsky had a distinguished career that included serving as Senior Research Specialist with Monsanto Corporation's Central Research Department, Special Investigative Consultant to the National Aeronautics and Space Administration (NASA), consultant to the McAir Division of McDonald Douglas Corporation developing actuator systems for the advanced tactical fighter, and later as Vice President of Formulations at Protein Polymer Technologies developing biomedical devices.

Dianne Wright – Senior Consultant. Dianne Wright is an experienced local government administrator and consultant. She served almost 20 years in leadership roles in south Florida. Her most recent role was as Assistant Director of the Fire Rescue Department for Miami-Dade County, Florida, reporting directly to then-Fire Chief David R. Paulison. Miami-Dade Fire Rescue is one of the largest and most complex departments in the southeastern U.S. For more than 10 years, Ms. Wright was the Senior Staff Executive and Chief Financial Officer at the Fire-Rescue Department. Bureaus that reported directly to her included personnel services, EMS, management information, and finance. During her tenure, Ms. Wright managed documentation, reimbursement procedures, and processes to collect more than $15 million from FEMA for Hurricane Andrew damages and emergency operations.

In addition to Ms. Wright's work with Fitch & Associates, she was the local Project Manager for six years for the Miami Urban Area Security Initiative (USAI) Homeland Security grant from the August 2003 inception through November 2009. The Miami UASI project included coordination across four south Florida counties and more than 100 municipalities. Ms. Wright handled strategic planning, grant applications and reporting, budget development, expenditure tracking and reimbursement efforts. Ms. Wright has been part of the Fitch & Associates consulting team for nearly 25 years.

PAST PERFORMANCE &EXPERIENCE

Time-Tested Methodologies

Fitch & Associates' methodologies are time tested. The experience of the Firm and the individual consultants involved represent an unparalleled experience base for the tasks at hand.

FITCH has been involved in more than 1000 consultations representing a diverse client base, including local governments, state governments, municipal, private, and volunteer ambulance services, hospitals, and fire departments.

Teamwork

Throughout its history, Fitch & Associates has stayed true to its core values by accomplishing projects using a collaborative approach. This approach offers high levels of involvement for system participants without compromising the independent or objective nature of the project.

Timeliness

The Firm is known for producing its work on or before the scheduled completion date. Timeliness also involves consultant access and response times. Both are important in consulting, as they are in emergency services.

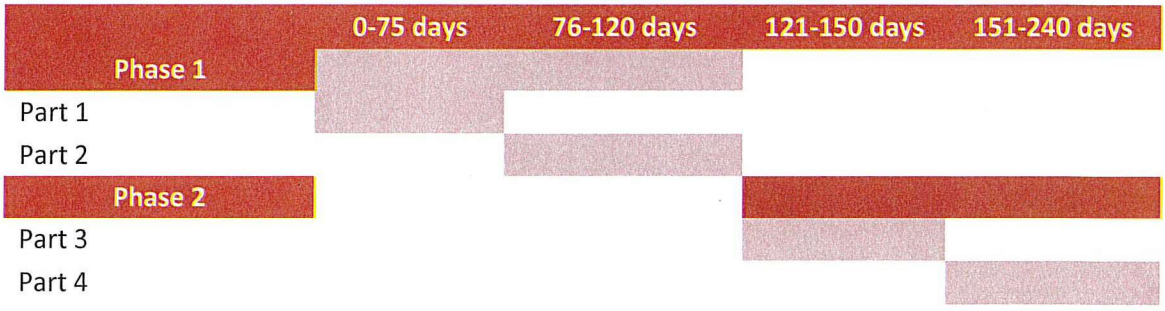
Tangibles

Tangible results in consulting mean developing solutions, addressing the client's needs *and* providing recommendations which are implemented. Fitch & Associates is known for developing innovative solutions to complex EMS issues. Our recommendations and tangible work products have been implemented with greater frequency than those of any other national emergency services consulting firm.

TIMEFRAME AND BUDGET

Fitch & Associates, has a 30 year history of completing projects both on time and on budget.

Table 2: - Project Timeline



Cost of Services

Cost of services inclusive of travel:

Phase One	$48,500
Phase Two	$48,500
Total Proposal Price:	$97,000

Payable milestones per phase

10 % - start of Phase
25 % - 30 days
30% - 75 days
25% - 100 days
10% - 120 days

The report will be comprised of four sections: Executive summary; PowerPoint summary; Dispatch report; and Data report.

There are no ongoing or recurring costs, software costs, or software maintenance costs. All costs for insurance, documentation reproduction, communication, and per diem costs are wholly accounted for within the fixed cost pricing.

We appreciate the opportunity to submit this proposal to Las Vegas Fire Department and will be pleased to amplify or clarify any aspect of the proposal that would be helpful to your evaluation.

PART II: EMS SYSTEM ASSESSMENT

Project Scope

The intent of this process is to understand the current EMS System functions and performance levels and to identify trends to guide recommendations for optimizing future EMS System operations. This will be accomplished through a clinically and community driven approach to best practices for the near future as well as long-term implications for a changing landscape. Understanding that there are limited resources, this process will identify how resource allocation can be optimized for the greatest clinical and fiscal benefits. This summary will identify the key findings and trends and the associated recommendations to position the EMS System to address and respond to healthcare changes, financial challenges, and proven clinical care service delivery.

A project with this level of complexity requires a focused approach by each member of its team. The partner responsible for this project will be Guillermo Fuentes, MBA. Guillermo will ensure the coordination of teams and provide overall leadership resulting in a comprehensive study, completed on time and within budget.

The *FITCH* team will be divided into the following project categories with each category having a specific lead based on areas of expertise:

Table 1: Projects and Team Members

PROJECT CATEGORIES	TEAM MEMBERS
Oversight and Project Lead	Guillermo Fuentes, MBA – Partner
Fire and EMS	Chief Steven Knight, PhD - Partner Guillermo Fuentes, MBA – Partner Chief Kevin Preston, BS Chief Ian Womack, BS Todd Sheridan, BA
Finance	Dianne Wright, MBA Guillermo Fuentes, MBA - Partner
Quantitative Analyses	Gang Wang, PhD
Geographic Information Systems	Brian McGrath President and CEO of CAD North

The following biographical profiles highlight the expert qualifications this team brings to the City's Project.

Project Team Members

Guillermo Fuentes – Partner-Project Oversight. Guillermo Fuentes MBA has 25 years of emergency services experience that spans multiple public safety services and jurisdictions. He has held executive positions for more than a decade being named Deputy Chief of Montreal (Canada)

EMS in 1999, Montreal EMS is the 5th largest municipal ambulance service in North America answering over 300,000 calls for service, while in Montreal he was responsible for overseeing 1100 field employees. One of his core duties was to manage a 118-person communication center. He subsequently served as Deputy Chief of EMS for Niagara EMS and was responsible for building and staffing a new communications center. He led both center through their NAED accreditation process.

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Mr. Fuentes has worked with Fitch & Associates on a part time basis for eight years and joined the firm full time in 2011. He routinely is involved in complex projects. His ability to move between field operations, dispatch centers and administrative functions - applying statistical analysis to real life situations makes his contribution to projects both complete and practical. He holds a master's Certificate in Management from Tulane University and a Master's in Business Administration from Aspen University.

Chief Steven Knight (Ret.), PhD, Partner. Dr. Knight has nearly 25 years of experience and recently retired as the Assistant Fire/EMS Chief for the City of St. Petersburg, Florida. He is a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence (CPSE). He has also served as a team leader and peer assessor for the Commission on Fire Accreditation International (CFAI) and has held multiple faculty appointments in Fire Science and EMS. Dr. Knight previously served the International City and County Management Association (ICMA), as the Senior Manager for Fire and EMS.

Dr. Knight holds a PhD from the University of South Florida in curriculum and instruction and a minor in research and measurement, a master's degree in public administration from Troy University and a bachelor's in Fire & Safety Engineering from the University of Cincinnati. Chief Knight is also a graduate of and previous faculty for the Executive Fire Officer Program (EFO) through the U.S. Fire Administration, Federal Emergency Management Agency. Knight has been accredited multiple times as a Chief Fire Officer (CFO) through the Center for Professional Credentialing. Knight also served as an adjunct professor at St. Petersburg College and the State College of Florida in their Fire Science and Public Safety Administration Programs, is the former program director for Emergency Medical Services at the Manatee Technical Institute and is an affiliate faculty with the University of Central Florida's College of Medicine.

J. Todd Sheridan, BS – Senior Associate
Mr. Sheridan is a performance-driven leader with expertise in operations, organizational development and data analysis. Before joining Fitch & Associates he served in various EMS and Fire agencies including the Richmond Ambulance Authority. In that role he led special operations for disaster and event planning, and daily operations including deployment planning and data analysis. He was a member of or led various clinical, operations and communication committees that created new protocols, policies and procedures adopted both locally and regionally.

Currently, Todd is the running the Robert Wood Johnson EMS service. This is the largest EMS provider in the state of New Jersey.

Ian Womack – Senior Consultant
Chief Womack has over 16 years of experience in fire and emergency services and is currently serving as a Division Chief for St. Petersburg Fire & Rescue, an ISO Class 1 and internationally accredited department. SPF&R serves more than 260,000 residents and responds to over 60,000 emergency incidents annually from thirteen fire stations. Chief Womack currently oversees the department's Rescue Division, which delivers EMS services to the community with 22 ALS Units. Chief Womack has cutting edge experience with fire-based EMS system design, resource allocation/utilization and service delivery contracts. Ian has also helped multiple urban agencies develop standards of cover, strategic plans, and deployment strategies that employed cutting edge best practice.

Ian earned a degree with honors in Fire Science and a BAS summa cum laude in Public Safety Administration from St. Petersburg College. He is also a graduate of the Eckerd College Management Development Institute's Leadership Development program and the St. Petersburg Chamber of Commerce Leadership St. Pete program.

Bruce J. Moeller, PhD – Senior Consultant. Dr. Moeller joined the firm last year. He most recently served as Executive Director for Safety & Emergency Services in Pinellas County, Florida and as Interim Chief of Staff for the County. Pinellas County is a community of almost 1 million residents; his areas of responsibility include 9-1-1, EMS &Fire Administration, Justice & Consumer Services, Radio & Technology, Emergency Management and Animal Services. Prior to his current role, Dr. Moeller served as city manager in Sunrise, Florida. Moeller's background includes 30+ years of public safety service, culminating as Chief of Department for several fire-rescue agencies, including Broward County, Florida.

Dr. Moeller is active in fire service and public management organizations, having served in committee and leadership roles for the International City County Management Association (ICMA), National Fire Protection Association (NFPA), and International Association of Fire Chiefs (IAFC). He is also an active member of the International Chiefs of Police (IACP).

Chief Kevin Preston, Consultant – Fire/EMS. Assistant Chief Kevin V. Preston is a 17-year veteran of the Orlando Fire Department with 21 years total experience in the fire service. Chief Preston holds a Bachelor's Degree in Emergency Management and Public Safety from Grand Canyon University and an Associate's Degree in Emergency Medical Services from Valencia State College. He is currently enrolled at Webster University and is working toward his Master's degree in Management & Leadership (expected early 2020).

During his 17-year tenure with the Orlando Fire Department, Chief Preston has also worked in various roles, looking for and attaining efficiencies and innovation at every position that he has occupied. Chief Preston researched and negotiated the contract for acquisition and implementation of new inventory software and hardware that revolutionized the way the department tracks, stocks, dispenses and decommissions medications, resulting in significant savings.

He was instrumental in discovering a significant budgeting error for personnel cost resulting in the department being allotted an additional 500k in budget for FY 17/18 (and year over year since) to more accurately reflect actual expenditures. This discovery lead to the department meeting budget for the first time in years.

Gang Wang, PhD – Senior Consultant-Data Analyst. Dr. Wang has completed more than sixty emergency service operational analyses using data-driven analytical techniques to determine the most efficient organizational and operational structures. Gang has a PhD in Industrial Engineering from Wayne State University and a Master's degree in Management Information Systems from Chongqing University. Previously, Dr. Wang worked for the Center for Public Safety Management and the International City/County Management Association.

Dianne G. Wright, MPA – Governmental Financial Project Coordinator. Ms. Wright is the former Assistant Director of Fire-Rescue Services in Miami-Dade County, Florida. In that capacity for 10 years, she was the senior staff executive and Chief Financial Officer for one of the nation's largest and progressive fire-rescue departments. Ms. Wright enjoyed a 17-year career with Metro-Dade County. Her previous assignments were as the Division Chief for Finance/Public Services in the Public Works Department and as a Budget Analyst for the Office of Management and Budget.

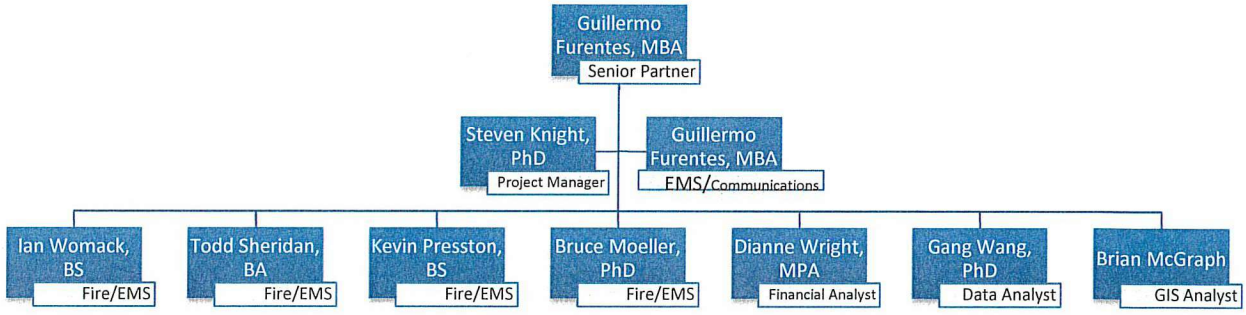
In January 1998, Ms. Wright began consulting on a full-time basis and has been affiliated with FITCH for fire and EMS projects since that time. She also independently served as a consulting staff member to the Governor's Financial Oversight Board for the City of Miami and consults in the area of business processes and performance improvement.

Brian McGrath – Senior Consultant – GIS and Mapping Analyst. Brian McGrath serves as President of CAD North Inc. His responsibilities include Administration, Marketing, Software Development and Business Analysis/Requirements Documentation. He brings over 18 years' experience in Information Systems management and development in the public safety industry including 10+ years Business and Systems Analysis in public safety software development. He has exceptional ability at requirements capture, analysis and documentation and is fully conversant with all aspects of the software product development and implementation life-cycle. He is an experienced software developer of public safety dispatch applications including software development using TriTech's RAPTOR API. He possesses excellent communications and interpersonal skills, is comfortable at all organizational levels and has a solid base of operational experience in public safety communications.

TEAM ROLES AND RESPONSIBILITIES

The team roles and responsibilities were previously presented in the "Proposed Project Team Organization and Qualifications" section. However, the tables are reproduced here for your convenience.

Figure 1: Project Organizational Chart



The project team works together as a cohesive unit on government-based fire and ems organizations. Therefore, a highly efficient and effective synergy is leveraged for our clients. All tasks and scope elements will be accomplished on time and within budget.

While the proposed consulting team has extensive synergy in project experience, consultants have been selected for this project based on their specific expertise. For example, Guillermo Fuentes is an industry leader in dispatch centers, EMS, and system deployment for fire and EMS services. Dr. Knight is an expert on organizational effectiveness, system design and deployment, system effectiveness, community engagement, and firefighter safety. Dianne Wright is an expert in system funding, financing, and budgeting and worked with the Florida Governor's task force for managing cities in receivership. A more robust response to team member capabilities and capacity were previously provided.

Finally, Dr. Steven Knight has worked over the past ten years with the Center for Public Safety Excellence (CPSE) and the Commission on Fire Accreditation International (CFAI) engaging in and evaluating communities' public input for strategic planning and system design elements.

Analysis of 3-Year Historical Data by Station Response Area and Call Type

The analysis for this part of the scope of work is a continuation of previous quantitative work for the station locations and response areas as well as the GIS analysis of the location of historical incidents. Therefore, in addition to the previously presented tabular data, all incidents will be geocoded in GIS to generate mapping for visualization of the data. In summary, the following elements will be evaluated while completing the review of 3-years of historical system performance for the City and all mutual/automatic aid responses given or received. *While it is understood that this project is an EMS centric evaluation, the understanding of the interdependencies between fire suppression and EMS resource allocation, demand, and deployment must be fully contemplated to adequately assess the multitude of potential alternatives for the future.*

- Number of calls
- Call frequency
    - Time of day

  - Day of week
  - Month of year
- Call type
  - Fire
  - Ems
  - Hazmat
  - Tech Rescue
- Elements of Time
  - Dispatch time
  - Turnout time
  - Travel time
  - Total response time
- Performance
  - Unit performance
  - Station performance
  - System performance
  - Reliability / Concurrent Calls
  - Workload
  - Call duration
  - Unit Utilization
  - Workload Distribution at Unit and Station levels
- Deployment Modeling
  - Effective Response Force (ERF) performance and capabilities
  - Distribution of Resources
  - Concentration of Resources
  - Automatic and Mutual Aid Capabilities
- Effectiveness / Outcome Measures
  - Call Type
  - Program Area
  - Clinical Outcomes and Performance Measures

Identified City Resources

As a data-driven analysis, the following sources of information have been pre-identified.

- Department RMS Data
  - Department Incident Reporting RMS
  - Department Patient Care Reports (if separate)
- Primary Safety Answering Point (PSAP
  - Three Years of Raw CAD Data
- Economic Development / Planning
  - Identified Planning Areas
  - Projected Growth

  - Anticipated Annexations
  - Zoning
- Facilities and EMS Apparatus
  - Access and Observation
  - RMS or Database with maintenance records
  - Replacement Schedules
- Fiscal Services
  - Agency Budget
  - Fire-Rescue-EMS Budget
  - Capital Improvement Plan
  - Revenue and Taxing Information
  - Grants - Current or Anticipated
- Agency/Department GIS
  - Station Territories (Shape files)
  - Agency Boundaries
  - Major Transportation
  - Critical Infrastructures
  - Growth Boundaries
- Agency/Department Human Resources
  - Payroll
  - Staffing
  - Scheduling
- Miscellaneous Documents
  - Automatic/Mutual Aid Agreements
  - Contractual Documents for External Services
  - Department Policies and Procedures
  - EMS Protocols
  - Ambulance and Health System Service Agreements

Finally, as proposed this project will require three on-site visits with the Department and staff. During these visits, access to staff for structured interviews and facilities for direct observation will be necessary as well as continued dialogue for clarification of information.

Part 1 – Current State Analysis

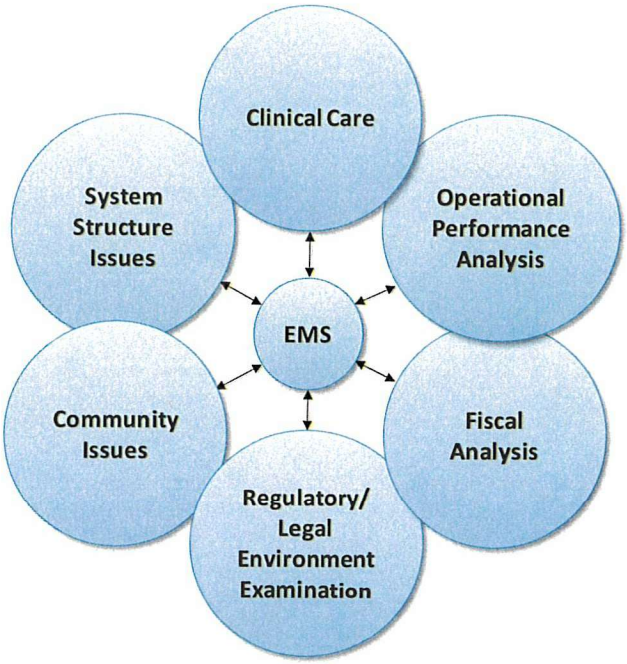
The current state analysis will include an analysis of 3 years of historical data and all of the current providers, resources, interfacility demand, and other call related demand for services.

This analysis will include a comprehensive quantitative assessment as well as a detailed GIS and simulation analysis. This portion of the evaluation is intended to fully understand and contemplate the variable delivery models currently deployed, their relative effectiveness, the relative performance, and the clinical implications of the service delivery model.

Fitch & Associates EMS System Evaluation Model

To develop an optimal future state, a broad understanding of what exists and how it benchmarks to best practices is a foundational step. The assessment model we utilize is an objective process that engages stakeholders.

Figure 2. – Assessment Model



Our industry specific framework incorporates six major areas of inquiry including clinical care, operational performance analysis, fiscal analysis, regulatory/legal environment examination, community issues, and system structure issues. The framework acknowledges that state, regional, and local government entities; public safety agencies; medical facilities; physicians; nurses; paramedics; fire fighters; insurers; tax-payers; and many others must work together in order to provide the highest possible level of quality within available resources. The following points present the elements that are typically covered within the course of a review. The specific criteria utilized in this project will be reviewed with the steering committee.

Clinical Care

- Protocol development process
- Quality of clinical care (e.g., as measured by reasonable conformance to protocol)
- Base hospital activities
- Level of service provided by various organizations
- EMS-hospital handoffs
- Training and continuing education
- Physician involvement
- Scope of practice
- Medical audit/review process & use of findings
- Clinical research
- Medical protocols and procedures
- Quality improvement and measurement systems
- Medical direction and control issues
- Patient/family-provider interaction
- First responder issues
- Certification and licensure requirements
- Medical dispatch procedure
- Nursing home response quality/transfer of the elderly

Operational Performance Analysis Utilization Rates

- Deployment plans
- Response times
- Medical dispatch and communications
- Air medical service utilization
- Receiving hospital system
- Performance requirements and compliance
- Workforce & Volunteer issues
- Organizational structure and human resource leadership
- Equipment and supply issues
- Policies and procedures
- Vehicles

Fiscal Analysis

- System funding
- Reimbursement issues
- Cost avoidance opportunities
- Budget review
- Technology upgrade costs
- Liability issues
- Corporate overhead methodologies
- Cost-benefit analysis of various functions
- User fee structure
- Labor agreements/compensation
- Equipment capitalization
- Funding sources
- Industry financial reports and models

Regulatory/Legal Environment Examination

- Contracts
- Accountability
- State legislation and regulations
- Current ambulance plans
- Patient and provider safety
- Agreements
- Municipal regulations and ordinances
- Other communities' experience

Community Issues

- Community involvement
- Expectations
- Awareness
- Historical satisfaction levels

System Structure Issues

- Legislative issues
- System management and services
- Inter-agency coordination
- Organizational structure option
- Interest of the other services in integration
- Legal and administrative authority
- Service description and relationships
- Potential enhancements inventory
- System design issues
- Leadership and organizational structure

Part 2 – Options and Models

This portion of the analysis is intended to develop options, alternatives, and models associated with the identification of the current state (Part 1) and the potentiality of alternatives (Part 2). All alternatives will be provided with the pros/cons and financial implications of any alternatives with an emphasis on clinical care and long-term sustainability.

The delivery of this part of this scope of work will include alternatives that contemplate various forms of community paramedicine, clinical outcome models vs response time performance based models, and various forms of public-private partnerships. The public-private partnerships may include outsourcing, or contracting, of services for clinically driven incidents that provide the greatest return of fiscal efficiency while preserving the desired clinical competence.

Part 3 – ET3 and Other Alternative Models

Part 3 of this project would be to identify and validate any alternative deliver models such as ET3 and alternative destination transport models. An overall assessment of current state and federal understanding of the future models will be presented.

ET3

The Centers for Medicare & Medicaid Services (CMS) announced the release of the Request for Applications (RFA) for the Emergency Triage, Treat, and Transport (ET3) Model. At this point Fitch is able to assist the City in maximizing the application potential for success.

Fitch proposes a three-step approach

1) Comparing the requirements of the ET3 model with the current services offered
2) Create a GAP analysis and a pathway for implementation
3) Assist in the application writing

Proposed project schedule

The process identified in the previous sections will yield the desired results for this project. The proposed scope of work demonstrates that the consultant understands the desired outcomes and has proposed objectives and tasks to achieve that outcome. A table for each of the proposed objectives and time frames is included to describe the project more clearly.

Cost Proposal

As proposed the total project will require 364 consultant hours. This proposal encompasses the development and delivery of an *EMS Evaluation and Future Options Study*, inclusive of all items outlined in this proposal, and includes up to four-on-site meetings, one to two public input meetings (as desired) and up to two formal presentations of the final results within the identified travel. All consultants are billed at a blended service rate of $275 per hour. This proposed pricing is an all-inclusive fixed cost fee that is not to exceed $99,995.

The Draft and Final Reports will be delivered in an executive summary style PowerPoint report that includes the following:

- Executive Summary
- Background
- Methodology
- Findings and Recommendations

TIMEFRAME AND BUDGET

Fitch & Associates, has a 30-year history of completing projects both on time and on budget.

Table 2: - Project Timeline

	0-75 days	76-120 days	121-150 days
Part 1 – Current State Evaluation			
Part 2 – Options and Models			
Part 3 – ET3 Other Best Practices			

Cost of Services

Cost of services inclusive of travel:

Part 1	$65,000
Part 2	$30,000
Part 3	$4,995
Total Proposal Price:	$99,995

Payable milestones per phase

10 % - start of Phase
25 % - 30 days
30% - 75 days

25% - 100 days
10% - 120 days

The report will be comprised of four sections: Executive summary; PowerPoint summary; Data report; and GIS Report.

There are no ongoing or recurring costs, software costs, or software maintenance costs. All costs for insurance, documentation reproduction, communication, and per diem costs are wholly accounted for within the fixed cost pricing.

We appreciate the opportunity to submit this proposal to Las Vegas Fire Department and will be pleased to amplify or clarify any aspect of the proposal that would be helpful to your evaluation.

FIRE SERVICE CONTRACTING MODEL PROCUREMENT PROCESS

Scope of Work

Attached is a detailed outline of the proposed methodology and timeframes for the project. The timeframes are based upon intervals that are designed to attract multiple proposers and proactively limit the risk of a failed process. The ultimate goal is to clearly profile the system, its performance requirements, and the administrative procedures to be used during the procurement and throughout the term of the Agreement. A well-developed RFP allows the proposer to sharpen their pencils and provide optimum value while mitigating risks to the Community.

We have anticipated the kick-off meetings to occur on December 30, 2019 with a follow up meeting on January 7, 2020. An initial draft of RFP is to be completed by February 5, 2020. Other key dates are included on the attachment and anticipate a contract start date of January 4, 2021 (avoiding a contract turnover during or immediately before a holiday weekend.) Should you elect to increase the interval between award and startup, the proposed timeline can be adjusted to accommodate that, if desired.

The professional services for the procurement represent approximately 28 staff days and includes the assessment, proposal development, pre-proposal conference/responses, RFP evaluation, assistance with negotiation of final contract provisions and transition plan review. The professional fees for year-long project will be $88,000. Pre-approved travel and out of pocket costs are invoiced in addition to professional fees without mark-up. The project will be billed based upon completed milestones as presented in the project timelines.

Las Vegas Procurement Project Timelines and Rationale for Key Steps

PROJECT ACTIVITIES	
Task 1. Project Kick-off Meetings	
▪ Meet w/City staff (December 30 with follow-up January 7)	
▪ Finalize project work plan	
▪ Policy issues list developed	
▪ Determine unique procurement parameters/requirements January 7, 2020	25% (Due February 5)
Task 2. Develop Draft RFP	
▪ Review previous plans, RFPs/contracts, labor agreements and supporting documents	
▪ Web/phone team meeting to review key issues & mitigation strategies	
▪ Fitch internal review of draft RFP	
▪ Draft RFP language submission February 5, 2020	25% (Total 50% at Contract Execution)
Task 3. Revise RFP Language	
▪ City mark-up of initial draft	
▪ Respond to City Procurement and Legal questions & concerns	
▪ Based upon City staff and legal team's input revise draft to mitigate concerns February 24, 2020	
Task 4. Develop Process and Timeline for Procurement Release RFP	
▪ Outline key process features including evaluation methodology	
▪ Develop detailed component and sub-component timelines	
▪ Final agency approval of procurement documents/timeframes	
▪ Advertise and Release Initial Draft RFP February 28, 2020	10%
Task 5. Develop Pre-Proposal Process	
▪ Meetings w/City staff to organize activities and determine coordination	
▪ Develop agenda & timeline for pre-conference	
▪ Conduct mandatory pre-conference (March 25, 2020)	
▪ Prepare summary of questions/answers and additional research required to answer questions & secondary round of questions April 2, 2020	10%
Task 6. Assist City Answering Follow-up Questions	
▪ Post conference follow-up meeting w/City staff re: coordination of communications from/to proposers	
▪ Draft responses to questions (matrix format) to be approved by City	
▪ Develop mechanism to fully document all communications and develop addenda with questions, answers & changes to specifications as required	
▪ Final RFP release April 17, 2020	10%
Task 7. Recruit Panel of EMS System Experts	
▪ Develop criteria for inclusion	
▪ Prepare a list of potential candidates	
▪ Pre-screen conflicts with potential candidates	

▪ Consult with City and develop approved list of panelists	
▪ Coordinate travel arrangements for panelists	
▪ Prepare conflict of interest statements and affidavits May 15, 2020	10%
Task 8. Develop Panel Processes, Work Plan & Conduct Evaluation Process	
▪ Draft process to ensure integrity of process	
▪ Develop scoring methodology & process	
▪ Provide orientation/training for evaluators	
▪ Document activities of expert panel June 10, 2020	10%

Task 9. Provide Additional Technical Assistance as Required	
▪ **Provide staff support as requested**	
▪ **Assist in preparing response to protests, if any**	
▪ **Prepare summary for City** **June 10, 2020**	Included
Task 10. Support Contract Negotiations	
▪ **Work with City to review draft agreement**	
▪ **Review any points of contention between parties as requested**	
▪ **Assist City in resolution of any outstanding issues** **June 15, 2019**	Included
Task 11. Review and Comment on Transition Plan	
▪ **Provide summary**	Included
▪ **Additional support service/oversight requested during transition is provided hourly** **January 4, 2021**	Client Discretion

Task 1. Kick Off Meetings. Meetings are designed to review and finalize the work plan. Identify unique local procurement requirements/parameters. Key internal procurement stakeholders and consultants agree key steps/responsibilities. A listing of policy level issues to be addressed before or concurrent with the development of the RFP draft is to be determined. A follow up meeting is anticipated the following week to review a broad outline of the document.

Task 2. **Develop Draft RFP.** The comprehensive system specifications document is a key deliverable for the project. It embodies the clinical, operational, administrative oversight, and financial protection provisions for the community, which are, in essence, the detailed Agreement that the City will enter into with its provider. Typically, this document is 75-100 pages, single-spaced, depending on the community's specific situation. There are usually 10-15 detailed attachments provided to assist potential bidders in conducting the research necessary to present a tightly defined cost proposal. This task involves the consultant preparing draft RFP documents, assisting the City preparing supporting attachments and outlining the rational for specific language.

Revise RFP Language. The development of a final document is an iterative process. This task anticipates several review and revision sessions between the Consultant team and key City staff to dialogue about specific language, features and requirements of the RFP, avoid

unintended consequences and becomes an iterative process where knowledge transfer occurs.

Develop Process and Timeline for Procurement. During this phase process features and specific timeframes are developed and validated. The end point of this phase is the final approval of the RFP documents and supporting attachments.

Develop Pre-Proposal Process. Despite our collective best efforts there will be components of the RFP or the process that will need clarification or amplification. The mandatory pre-proposal process offers potential proposers the opportunity to have their questions answered in a professional manner. Tasks leading up to the pre-proposal conference involve coordination with purchasing to determine how information can flow within the administrative procedures used by the City.

Assist City Answering Follow-up Questions. Clear concise and timely answers are required to facilitate responses to the RFP. Process anticipates a primary set of questions and answers plus a smaller set of follow up clarifications. Appropriate documentation is required to reduce litigation potential. Questions and answers from the conference are typically disseminated to attendees and are often posted on the Agency's web site to facilitate transparency of the process.

Recruit Panel. Panel members must have clear expertise and be objective. This task involves developing potential candidates, vetting panel members and working with City to develop a balanced multi-disciplined group that will have the confidence of elected officials when that body reviews the final recommendations.

Develop Panel Processes & Work Plan. The process used by the panel has to clearly demonstrate the objectivity of the process. Scoring tools are developed. Panel members are instructed to ensure questions asked are fair and yield information required to score each section. The panels' activities must be appropriately documented to ensure that its evaluation can withstand a protest or legal challenge.

Technical Assistance. The panel may require technical assistance or a clarification during its deliberations. This task also involves the documentation contemplated to facilitate and support a final recommendation. (Note: Consultants are not involved in nor influence the evaluation process.)

Contract Negotiations. This type procurement anticipates limited negotiations as the RFP and responses become the primary documents incorporated into the contact. That said, details will need to be finalized and negotiated for inclusion in the final agreement. A review of the RFP and proposal will also occur in order to resolve any conflicts between the final agreement, RFP and proposal.

Transition Support. This task involves reviewing and commenting on the proposed transition plan submitted as part of the RFP. Should any additional involvement be requested beyond the plan review during the transition period, it will be provided on an hourly basis.

ATTACHMENT 1 - 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: Fitch & Associates LLC	
Address: 2901 Williamburg Terr, Ste G; PO Box 170	**City / ST / Zip:** Platte City, MO 64079
Telephone: 816-431-2600	**EIN or DUNS :** 43-1780744
Block 2: Description / Subject Matter of Contract	
Services for: EMS Communication and Systems	**Project Number:** Contract 190316-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	Christine M. Zalar, Partner	Platte City, MO 64079	816-431-2600
2	Joseph J. Fitch, Partner	Platte City, MO 64079	816-431-2600
3	Anthony Minge, Partner	Platte City, MO 64079	816-431-2600
4	Steven G. Knight, Partner	Platte City, MO 64079	816-431-2600
5	Roxanne Shanks, Partner	Platte City, MO 64079	816-431-2600
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

Signature

06 June 2019
Date

Subscribed and sworn to before me this 6th day of June, 2019

Notary Signature

SHARON CONROY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CLAY COUNTY
MY COMMISSION EXPIRES MAR. 27, 2023
ID #15424512

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Signature

06 June 2019
Date

Subscribed and sworn to before me this 6th day of June, 2019

Notary Signature

SHARON CONROY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CLAY COUNTY
MY COMMISSION EXPIRES MAR. 27, 2023
ID #15424512

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve the ratification of Purchase Order No. 421959 for disposable surgical masks in response to the COVID-19 crisis - Office of Emergency Management - Award recommended to: HEROLDS NORTH LLC ($198,750 - Special Programs Special Revenue Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $198,750
Funding Source: Special Programs SRF
Dept./Division: Emergency Management

PURPOSE/BACKGROUND:
This ratification is for the purchase of 250,000 disposable surgical masks to support the reopening of City facilities, as a result of the COVID-19 pandemic. The purchase order was awarded to Herolds North LLC in the fixed price amount of $198,750, in accordance with NRS 332.112, Emergency Contracts. Herolds North LLC is located in Louisiana.

RECOMMENDATION:
Approve as recommended with signature authority granted to the Purchasing Manager per R20-2017.

BACKUP DOCUMENTATION:
1. Purchase Order No. 421959

Type	**Standard Purchase Order**
Order	**421959**
Revision	**0**
Order Date	**07-MAY-2020**
Current Buyer	**Woods, Brian**
Revision Date	

Supplier: **HEROLDS NORTH LLC**
PO BOX 755
WATSON, LA 70786
United States

Ship To: **See Below**
Las Vegas, NV 89101
United States

Bill To: **Accounts Payable-City of Las Vegas**
Fax: (702) 382-6441
495 S. Main St. 4th Floor
Las Vegas, NV 89101
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	108913	**Immediate**	**Included in Cost**	**Destination**		**Seller's Option**

Confirm To/Telephone	Requester/Deliver To
0	**Floren-Larsen, Anne**

Notes: The City's standard terms and conditions apply to this Purchase Order. The terms and conditions are set forth in that document entitled as follows: "City of Las Vegas Standard Terms and Conditions-Purchase Order" (dated 7-11-2018), which can be found at: https://files.lasvegasnevada.gov/purchasing/Purchase-Order-Terms-and-Conditions.pdf. These terms and conditions are deemed to have been accepted by the supplier unless a written rejection is provided to the City as described in Paragraph 2 of the terms and conditions.

The City point of contact is Kara Easton at 702-229-2601 or keaston@lasvegasnevada.gov.

The Supplier point of contact is Joe M. Boe at 225-572-6181 OR jboe@heroldsnorth.com.

Reference proposal # 05.06.20LV *Revision 1* for item and pricing confirmation.

Purpose - Purchase PPE supplies to support the reopening of City facilites. Supplies will distributed according to deapertment need.

DELIVER TO COUNTY MACC WAREHOUSE, 1420 GRAGSON Ave. LV, NV 89101

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)
1	LEVEL 3 DISPOSABLE SURGICAL MASKS	Needed: 09-MAY-2020 10:00:00	250000	EACH	.795	N	198,750.00

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)
	Ship To: Use the ship-to address at the top of page 1						
						Total:	**198,750.00 (USD)**

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve the ratification of award of Contract No. 200219-TF, House Call Services at the Courtyard Homeless Resource Center located at 314 Foremaster Lane - Department of Community Services - Award recommended to: READY RESPONDERS NEVADA, PPLC DBA READY RESPONDERS (Not-to-Exceed $288,000 - Special Programs Special Revenue Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $288,000
Funding Source: Special Programs SRF
Dept./Division: Community Services

PURPOSE/BACKGROUND:
This ratification is for emergency services provided as a result of the COVID-19 pandemic. This contract is for emergency health services for the homeless patient population, which commenced on April 8, 2020 in response to the COVID-19 pandemic. The contract provides for house call services at the Courtyard Homeless Resource Center for patients presenting non-COVID symptoms, and screening services for patients presenting COVID symptoms. The contract amount will not exceed $288,000 through December 31, 2020, with an option to extend for 180 days and no renewal periods. Ready Responders was selected on a non-competitive basis in accordance with NRS 332.112, Emergency Contracts. Ready Responders is located in Las Vegas.

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

BACKUP DOCUMENTATION:
1. Contract No. 200219-TF
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL SERVICES CONTRACT
FOR HOUSE CALL SERVICES AT THE COURTYARD HOMELESS RESOURCE CENTER

THIS CONTRACT is being entered into this _____ day of _____, 2020, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Ready Responders Nevada –Vaisman, PLLC dba Ready Responders, (hereinafter the "Company"), a Nevada professional limited liability company having its principal office at 404 4th St. Suite # 270, Las Vegas, Nevada 89101.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-06/20/19]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. Company shall provide the Services in accordance with this Contract using its own equipment, tools and other materials, unless otherwise described herein. This is a Non-Exclusive Contract. The following documents, terms, and conditions are hereby incorporated into this Contract.

(a)

Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	The City of Las Vegas seeks to engage Ready Responders to provide house call services via its healthcare professionals for clients at The Courtyard Homeless Resource Center		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** December 31, 2020	**Option Periods** No option periods
Contract Type As defined in Section B-1, "Definitions"	The contract type is Labor Hour,		
Contract Amount This Not-to-Exceed Amount is subject to Section C	The City will pay the Company $100 per hour which shall include all incidental expenses.	Not-to-exceed $288,000	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A - Scope of Work Attachment 1 (Certificate – Disclosure of Ownership/Principals)

(c)

City Project Manager See Section D-4, (a)	**Name** Jocelyn Bluitt-Fisher	**Phone** (702) 229-3412	**Email** jfisher@lasvegasnevada.gov
Company Representative See Section D-4, (b)	**Name** Jared Oscarson	**Phone** (775) 513-3384	**Email** joscarson@readyresponders.com

A-2 Performance Period

(a) The performance period commences on the Award Date and continues through the expiration date, unless extended in writing in accordance with Section E-13 "Modification/Amendment".

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

CAO DPD APPROVED

SECTION B – Basic Terms

B-1 Definitions [CAO-06/20/19]

The following definitions apply to this Contract:

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

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

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) *"Deliverable"* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.

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

(f) *"Labor Hour Contract"* means a contract that provides for payment of labor worked at fixed hourly rates by labor category in performing the contract. The Contract price is established at a not-to-exceed amount.

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

(h) *"Time and Material Contract"* means a contract that provides for payment of labor worked at fixed hourly rates by labor category and the payment of materials that were used or consumed directly in connection with performing the contract. The Contract price is established at a not-to-exceed amount.

SECTION C – Statement of Work

C-1 Scope of Work

(a) Services will be provided in accordance with the Scope of Work attached as Exhibit A.

SECTION D – Special Conditions

D-1 Pricing Revisions [CAO-01/20/16]

For the term of this Contract, pricing shall remain firm. In the event that the frequency or content of the services/Deliverables to be provided to the City under this Contract should change by request of City, then the Parties shall negotiate in good faith a mutually agreed adjustment to such installment/quarterly payments in line with the changes in Services.

D-2 Payment [CAO-01/20/16]

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

(b) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

D-3 Invoices [CAO-01/20/16]

(a) The Company will submit a detailed invoice to the City monthly, for work performed to date.. Each invoice shall contain the following information:

CAO DPD APPROVED

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

(ii) the purchase order number;

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

(iv) performance dates covered by the invoice.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

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

(b) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

D-4 Project Manager/Company Representative [CAO-06/20/19]

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

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

D-5 Insurance [CAO-06/20/19]

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

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

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for

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injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

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

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

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

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

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

D-6 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of

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the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

SECTION E – General Conditions

E-1 Legal Notice [CAO-01/08/15]

(a) 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:
Attn: Stephanie L. Noriea
Ready Responders
404 4th St. Suite # 270
Las Vegas, Nevada, 89101
Email: snoriea@readyresponers.com

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

(c) An original signed copy, via U. S. Mail as stated above, shall follow facsimile transmissions.

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

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

E-2 Disputes [CAO-08/01/13]

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

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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, and Company shall be relieved from its obligations to the extent cause by City's delay.

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

E-4 Termination for Convenience [CAO-5/2/12]

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

E-5 Event of Default [CAO-01/20/16]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-01/20/16]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) Save and except for circumstances caused by or related to the COVID-19 pandemic itself, 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

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performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

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

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

E-7 Limitation of Funding/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 Reserved

E-9 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous 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

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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) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

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

E-16 Patent Indemnity [CAO-4/2020]

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

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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-7/24/08]

(a) All information that should reasonably be interpreted as confidential, including but not limited to, oral statements, computer files, databases, and other material or data supplied by one party (the "Disclosing Party") to the other party ("Receiving Party") is confidential and privileged. The Receiving Party shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the Disclosing Party. The Receiving Party 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 Disclosing Party is obtained. Upon request by the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all confidential information supplied by the Disclosing Party, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure, then in the public domain; (ii) the information is known to the Receiving Party prior to obtaining the same from the Disclosing Party; (iii) the information is obtained by the Disclosing Party from a third party who did not receive the same directly or indirectly from the Disclosing Party; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Receiving Party shall notify the Disclosing Party. In such event the Disclosing Party, 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 Deliverables 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, to the extent allowable under applicable law, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

E-25 Conforming Services [CAO-7/24/08]

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

E-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-5/2/12]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. 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.

CAO DPD APPROVED

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

By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

CITY OF LAS VEGAS

DENISE MARCELLA, Acting Manager
Purchasing & Contracts — Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk — Date

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

5/19/2020

Deputy City Attorney — Date

Ready Responders Nevada –Vaisman, PLLC dba Ready Responders

JEREMY CORBETT DR, Manager — Date

EXHIBIT A – SCOPE OF WORK

General: The City to engage Company to provide house call services via its healthcare professionals ("Providers") for patients at the Courtyard located at 1401 Las Vegas Boulevard, Las Vegas, NV 89101. The Courtyard is an open-air campus servicing a homeless population of approximately 350 individuals.

City of Las Vegas Responsibilities:

1. City is responsible for maintaining a safe environment for Company to carry out the Services set forth herein.
2. City of Las Vegas agrees that the "Courtyard" shall provide adequate privacy in accordance with the requirements set forth more fully in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Services: Company shall make available one or more providers for a total of eight (8) hours a day/ seven (7) days a week (during the hours of 2pm-10pm, unless otherwise mutually agreed by the parties), to be completed by either one healthcare professional or in tandem by multiple healthcare professionals. Such Ready Responder Provider(s) shall provide house-call services for patients presenting non-COVID symptoms and screening services for patients presenting COVID symptoms. The City and Company may agree to add the services of additional Ready Responders Providers at the rate set forth in Section A-1(a).

Company acknowledges and agrees that its providers giving Services under this SOW shall have and maintain appropriate licensure/certification/registration as required in the state of Nevada. Such staff shall maintain appropriate insurance as required by applicable law.

Deliverables: Monthly report as requested by City project representative to the extent allowable by HIPAA.

ATTACHMENT 1 - 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: Ready Responders Nevada –Vaisman, PLLC dba Ready Responders	
Address: 1321 S. Highway 160	**City / ST / Zip:** Pahrump, NV 89048
Telephone: 504-370-9966	**EIN or DUNS :** 83-4244644
Block 2: Description / Subject Matter of Contract	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Services for: 2020 House Call Svcs at Courtyard	Project Number: 200219-TF

Block 3: Type of Business

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

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	Dr. Jeremy Corbett	1321 S. Highway 160; Pahrump, NV 89048	(504) 370-9966
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

May 19 2020
Date

Subscribed and sworn to before me this 19th day of May, 2020

Notary Signature

Monica J. Manzella
Notary Public
State of Louisiana
Louisiana Bar Roll # 29965
My Commission is issued for Life.

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

2. Policy

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Services for: 2020 House Call Svcs at Courtyard	Project Number: 200219-TF

Block 3: Type of Business

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

Block 4: Disclosure of Ownership and Principals

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

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10			

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

May 19 2020
Date

Subscribed and sworn to before me this 19th day of May, 20 20

Notary Signature

Monica J. Manzella
Notary Public
State of Louisiana
Louisiana Bar Roll # 29965
My Commission is issued for Life.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve the ratification of award of Modification No. 2 to Contract No. 200213-DM, Professional Services Contract for COVID-19 Medical Staffing Services at the ISO-Q Complex located at 850 Las Vegas Boulevard - Department of Community Services - Award recommended to: NURSECORE MANAGEMENT SERVICES LLC dba NURSECORE LAS VEGAS (Not-to-Exceed $150,000 - Special Programs Special Revenue Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $150,000
Funding Source: Special Programs SRF
Dept./Division: Community Services

PURPOSE/BACKGROUND:
This ratification is for emergency services provided as a result of the COVID-19 pandemic. This contract was awarded by the Acting Purchasing Manager on April 24, 2020 in the amount of $45,000 for a period of 30 days, with two 30-day extension options. The contract was for RN and LPN medical staffing services for persons housed at the Isolation/Quarantine Complex due to the COVID-19 pandemic. Modification No. 1 added a CNA position to the contract. This modification increased the not-to-exceed amount by $150,000 to accommodate 24-hour medical staffing and extends the contract from May 24, 2020 to June 24, 2020. The contract amount will not exceed $195,000 through June 24, 2020. NurseCore was selected on a non-competitive basis in accordance with NRS 332.112, Emergency Contracts. NurseCore is located in Las Vegas.

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

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 200213-DM
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION NO. 2

Professional Services Contract for

COVID-19 Medical Staffing Services

THIS MODIFICATION NO. 2 is being entered into this _____ day of _____, 20_____, 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 NurseCore Management Services LLC dba NurseCore Las Vegas (hereinafter the "Company"), a Texas limited liability company having its principal office located at 4423 W. Flamingo Road, Las Vegas, NV 89103.

The purpose of this Modification is to add additional nursing services.

The Contract between the City and the Company dated April 24, 2020, as amended pursuant to that Modification No. 1 dated May 5, 2020, is hereby further modified as follows:

1. **Section A-1 Summary of Contract**

   REFERENCE: A-1 (a) Contract Amount

   DELETE: Not-to-exceed $45,000 for entire contract period including extensions

   REPLACE WITH: Not-to-exceed $195,000 for entire contract period including extensions

2. **Section A-1 Summary of Contract**

   REFERENCE: A-1 (b) Contract Exhibits/Attachments

   ADD: ATTACHMENT 1 - FEDERAL LANGUAGE REQUIREMENTS

   ATTACHMENT 2 - CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

3. **Section E-8**

   DELETE: Reserved.

   REPLACE WITH:

   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.

4. Section E-28 Conflict of Interest (City Officials)

ADD: (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 2 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

5. 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 THIS PAGE IS INTENTIONALLY BLANK

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

CITY OF LAS VEGAS

DENISE MARCELLA — Date
Acting Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

5/13/2020

Deputy City Attorney — Date

NURSECORE MANAGEMENT SERVICES LLC dba NURSECORE LAS VEGAS

Deborah Lollar, President, CEO — Date

ATTACHMENT 1
FEDERAL LANGUAGE REQUIREMENTS

Funds provided by the Federal Emergency Management Agency (FEMA) will be used to reimburse expenses for services provided for under this contract. The following clauses are required in order to be eligible for reimbursement.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, NURSECORE , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

Date_____

Procurement of recovered materials

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

DHS SEAL, LOGO, AND FLAGS
"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ATTACHMENT 2 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Telephone:	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for: COVID-19 Medical Staffing Services	**Project Number: 200213-DM**

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			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

_____
Date

Subscribed and sworn to before me this _____day of _____, 20____

_____
Notary Signature

ATTACHMENT 2 - 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:	
Address:	**City / ST / Zip:**
Telephone:	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for: COVID-19 Medical Staffing Services	**Project Number: 200213-DM**

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			
2			
3			
4			
5			
6			
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8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

_____
Date

Subscribed and sworn to before me this _____day of _____, 20____

_____
Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
17

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a New Compliance Permit for a Retail Marijuana Store for DEEP ROOTS MEDICAL, LLC dba DEEP ROOTS HARVEST at 5991 West Cheyenne Avenue - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a New Compliance Permit for a Retail Marijuana Store.

RECOMMENDATION:
Staff recommends APPROVAL, subject to the following conditions:
1. Must secure and/or maintain a current State Conditional License.
2. Plans must be reviewed and approved by the Director prior to consideration of a business license.
3. Compliance Permit to expire 06/03/2021.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

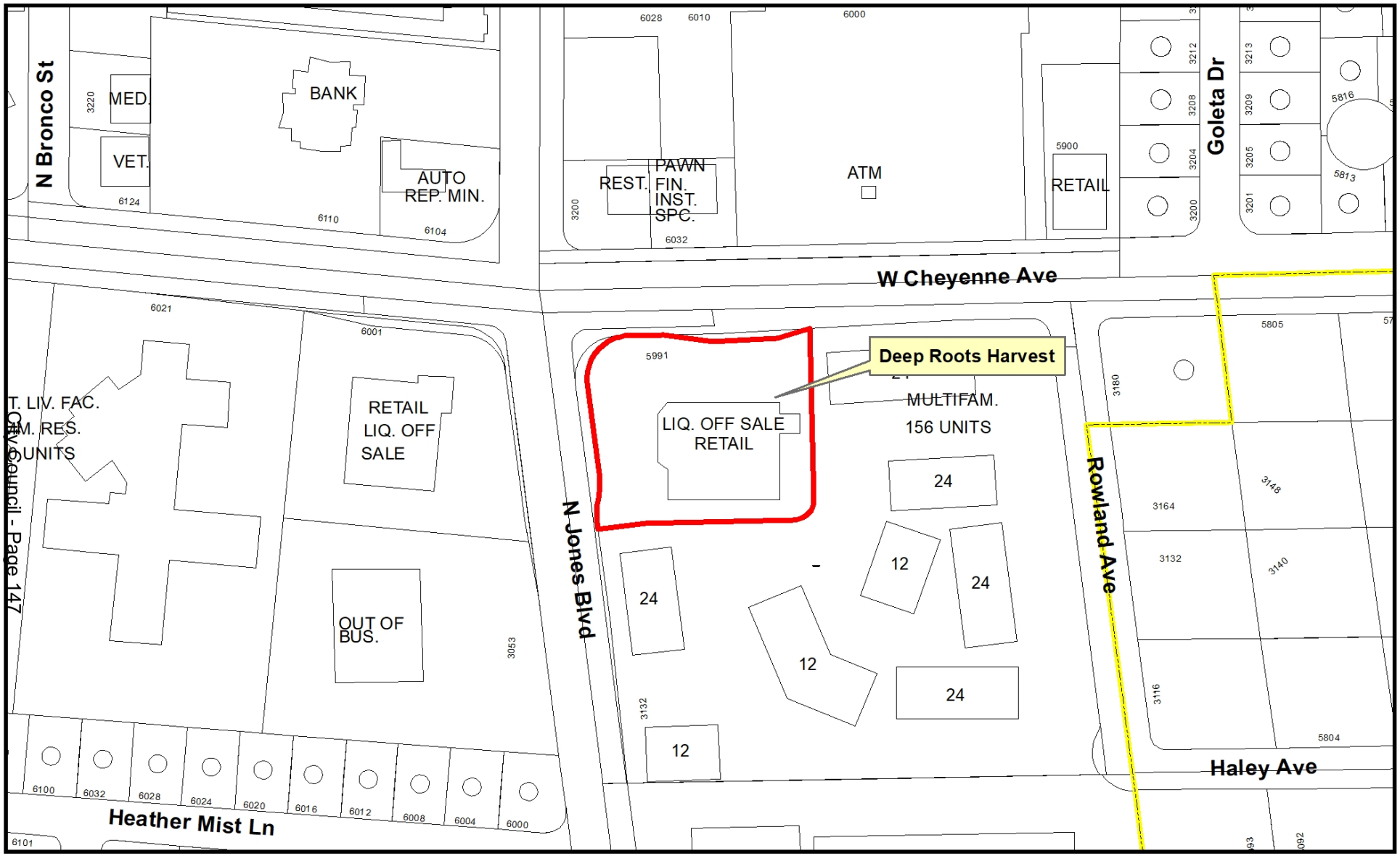
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 3, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a New Compliance Permit for a Retail Marijuana Store for DEEP ROOTS MEDICAL, LLC dba DEEP ROOTS HARVEST at 5991 West Cheyenne Avenue - Ward 5 (Crear)

OWNERSHIP:

DEEPS ROOTS MEDICAL, LLC

Gary Primm, Manager
Peter Guzman, Manager
Roger Primm, Manager
Keith Capurro, Manager
Branan Allison, Manager
GEP Ventures, LLC, Member
    Gary Primm, Managing Member
RP Holdings, LLC, Member
    Roger Primm, Managing Member
BKT, LLC, Member
    Branan Allison, Managing Member
    Kirk Schulz, Managing Member
    Todd McElyea, Managing Member
KCRB, LLC, Member
    Ryan Breeden, Managing Member
    Keith Capurro, Managing Member
Green Diamond Ventures, LLC, Member
    Colleen Capurro, Managing Member
Augusta Consulting Services, LLC, Member
    Hung Nguyen, Managing Member
    Erick Santus, Managing Member
Leslie Boeskor, Member
Jonathan Marshall, Member
Brenda Snell, Chief Accounting Officer
Dennis Smith, Chief Financial Officer
Amy Ayoub, Chief Executive Officer
Lali Sekhon, Chief Executive Officer



Deep Roots Harvest

5991 West Cheyenne Avenue

WARD 5

Freeways

Subject Property

City Limits

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 11, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
18

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

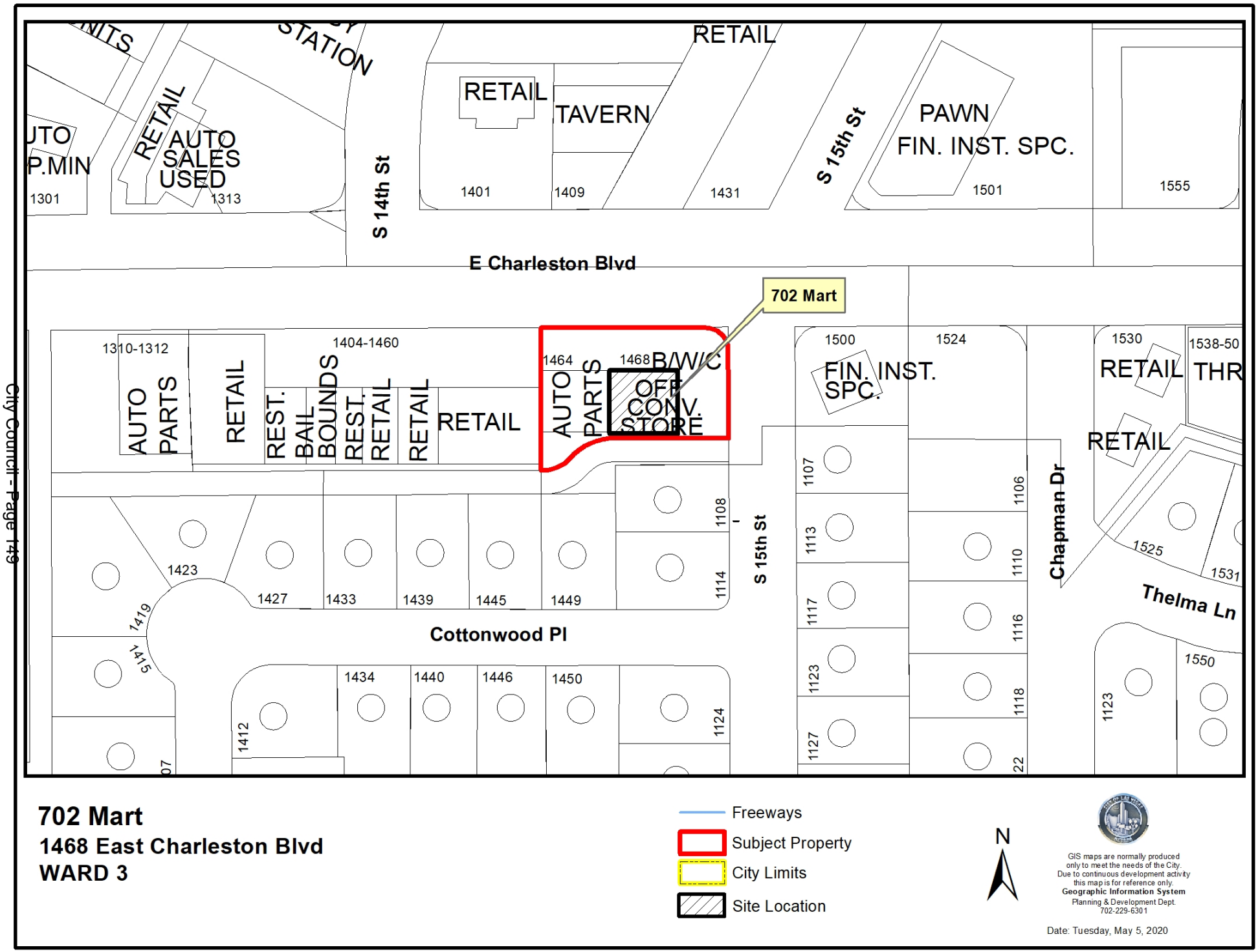
SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: BEATRIZ HERRERA TO: S & S LAS VEGAS, LLC dba 702 MART at 1468 East Charleston Boulevard [Steve Samir Shaba, Managing Member] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary beer/wine/cooler off-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Location Map



702 Mart
1468 East Charleston Blvd
WARD 3

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, May 5, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
19

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

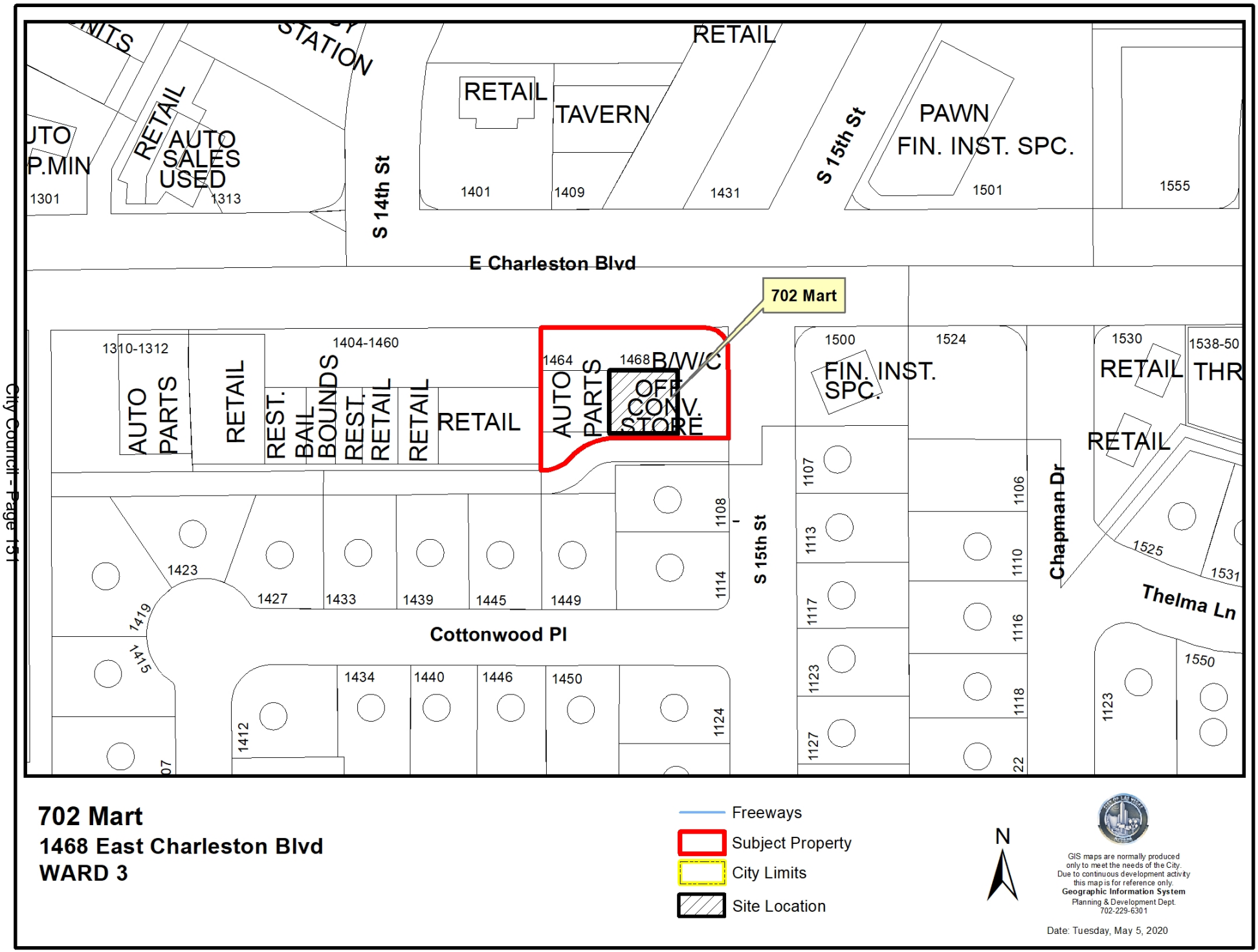
SUBJECT:
For possible action to approve a Temporary Restricted Gaming License for S&S LAS VEGAS, LLC dba 702 MART at 1468 East Charleston Boulevard [Steve Samir Shaba, Managing Member] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary restricted gaming license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Location Map



702 Mart
1468 East Charleston Blvd
WARD 3

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, May 5, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
20

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

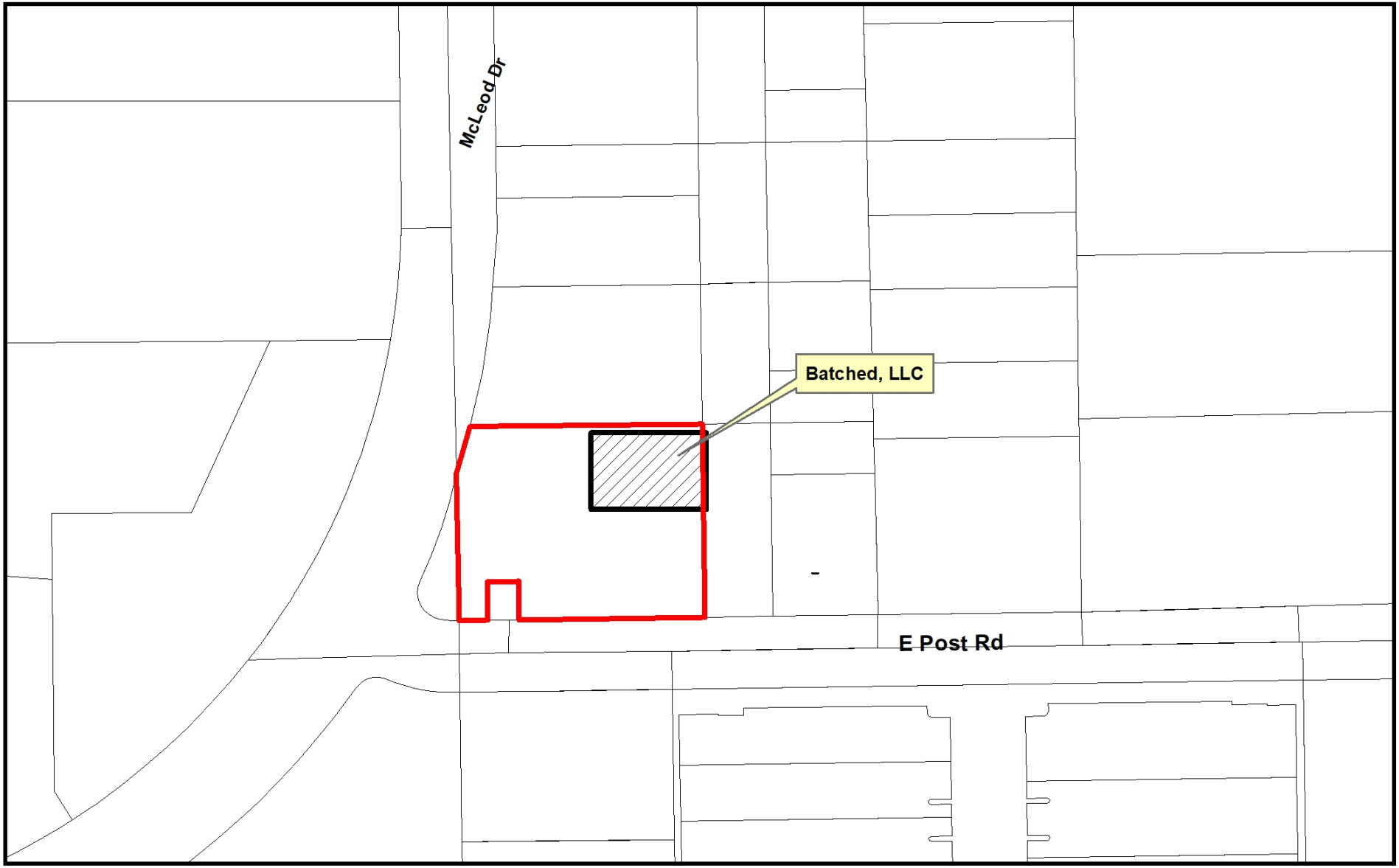
SUBJECT:
For possible action to approve an Alcoholic Beverage Caterer License for BATCHED, LLC dba BATCHED, LLC at 6290 McLeod Drive, Suite #110 [Kelly Stewart, Managing Member] - Clark County, Nevada

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve an Alcoholic Beverage Caterer License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Batched, LLC
6290 McLeod Drive, Suite #110
Clark County

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, May 5, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
21

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

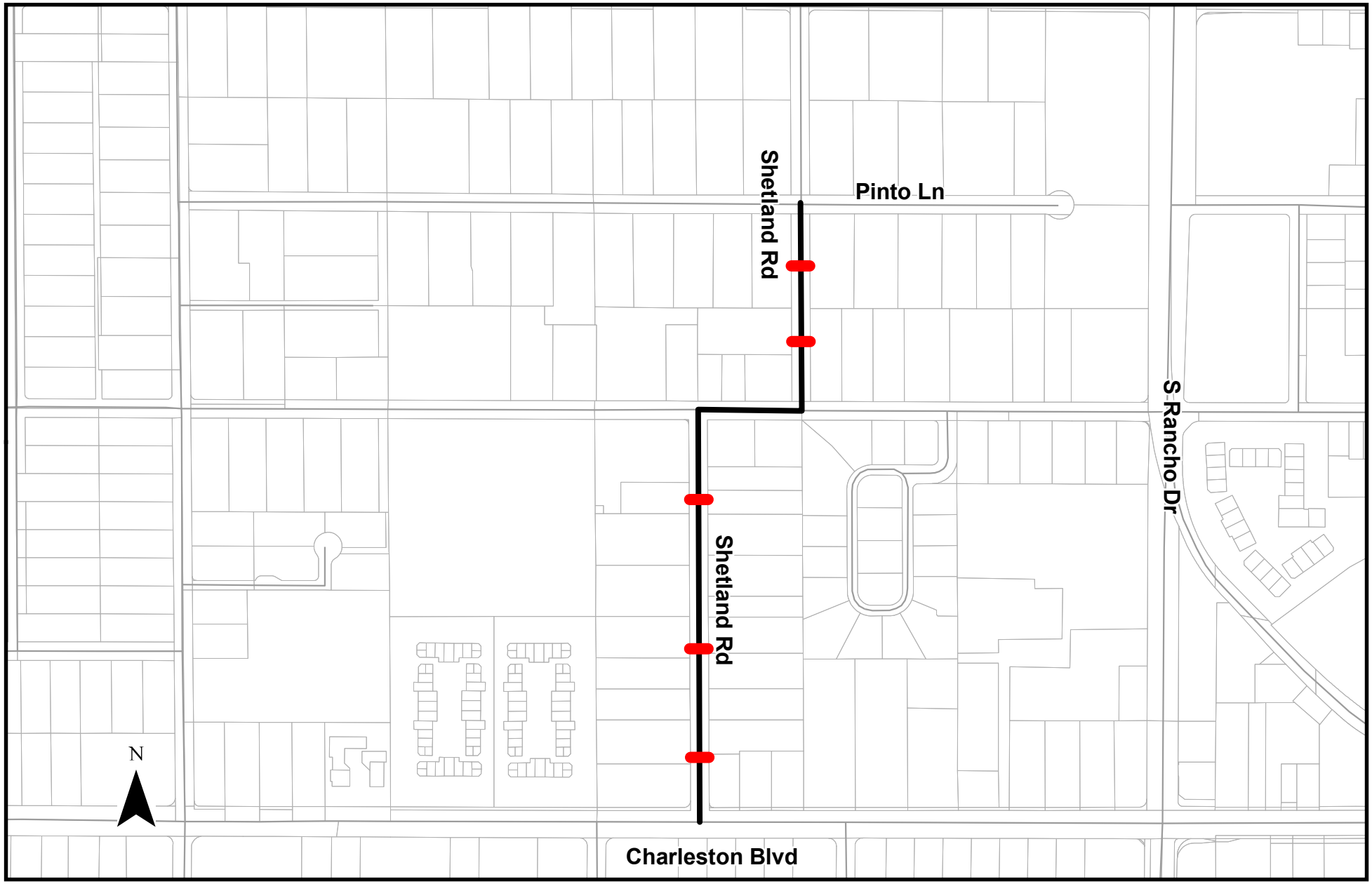
SUBJECT:
For possible action to approve the installation of speed humps on Shetland Road between Pinto Lane and Charleston Boulevard ($17,155 - Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $17,155
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The Transportation Engineering Division received a request to install speed humps on Shetland Road between Pinto Lane and Charleston Boulevard. The Traffic and Parking Commission recommended approval of the installation of the speed humps at their meeting on January 23, 2020.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Shetland Road, Between Pinto Lane and Charleston Boulevard Map



Shetland Road, between Pinto Lane and Charleston Boulevard

5/18/2020

F:\PW_Traffic\DWGS\JIM\Shetland N_O Charleston area map w_humps 05-20.bak.mxd

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
22

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Third Supplemental Interlocal Contract LAS23I17 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to reallocate funding and extend the contract expiration date from June 30, 2020 to June 30, 2022 for Centennial Parkway Channel West - US95, CC215 to Grand Teton and US95 Crossing at Kyle Canyon Road - 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 - US95, CC215 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 revise funding and extend the project completion date. This Third Supplemental Interlocal Contract will reallocate funding and extend the contract expiration date from June 30, 2020 to June 30, 2022. Additional time is necessary to complete the project. The CCRFCD approved this contract at their April 9, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Third Supplemental Interlocal Contract LAS23I17

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
CENTENNIAL PARKWAY CHANNEL WEST – US95,
CC215 TO GRAND TETON AND US95 CROSSING AT KYLE CANYON ROAD

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of April, 2020 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 Numbers, MOSM 0064 and CNWE 0325, CN95 0000, 0068, 0102 and 0167, 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, MOLC 0149 and CN95 0000, 0068, 0102 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.

WHEREAS, the Interlocal Contract dated March 9, 2017, First Supplemental Interlocal contract dated May 18, 2017 and Second Supplemental Interlocal Contract dated January 11, 2018 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to extend the project completion date and reallocate funding within the contract.

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 changed to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management shall not exceed $2,400,000.

2. Construction shall not exceed $23,825,221.

3. Entity Construction Labor Costs shall not exceed $200,000.

4. The total cost of this Contract shall not exceed $26,425,221 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 approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 16 shall be changed to read as follows:

16. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2022. The DISTRICT may, at any time thereafter, grant extensions to 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 and Second Supplemental Interlocal Contract dated January 11, 2018 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Third 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 9, 2020

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: John S. Ridilla 4/30/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Approved as to Form

By: Christopher Figgins 4/15/20
Christopher Figgins Date
Chief Deputy District Attorney

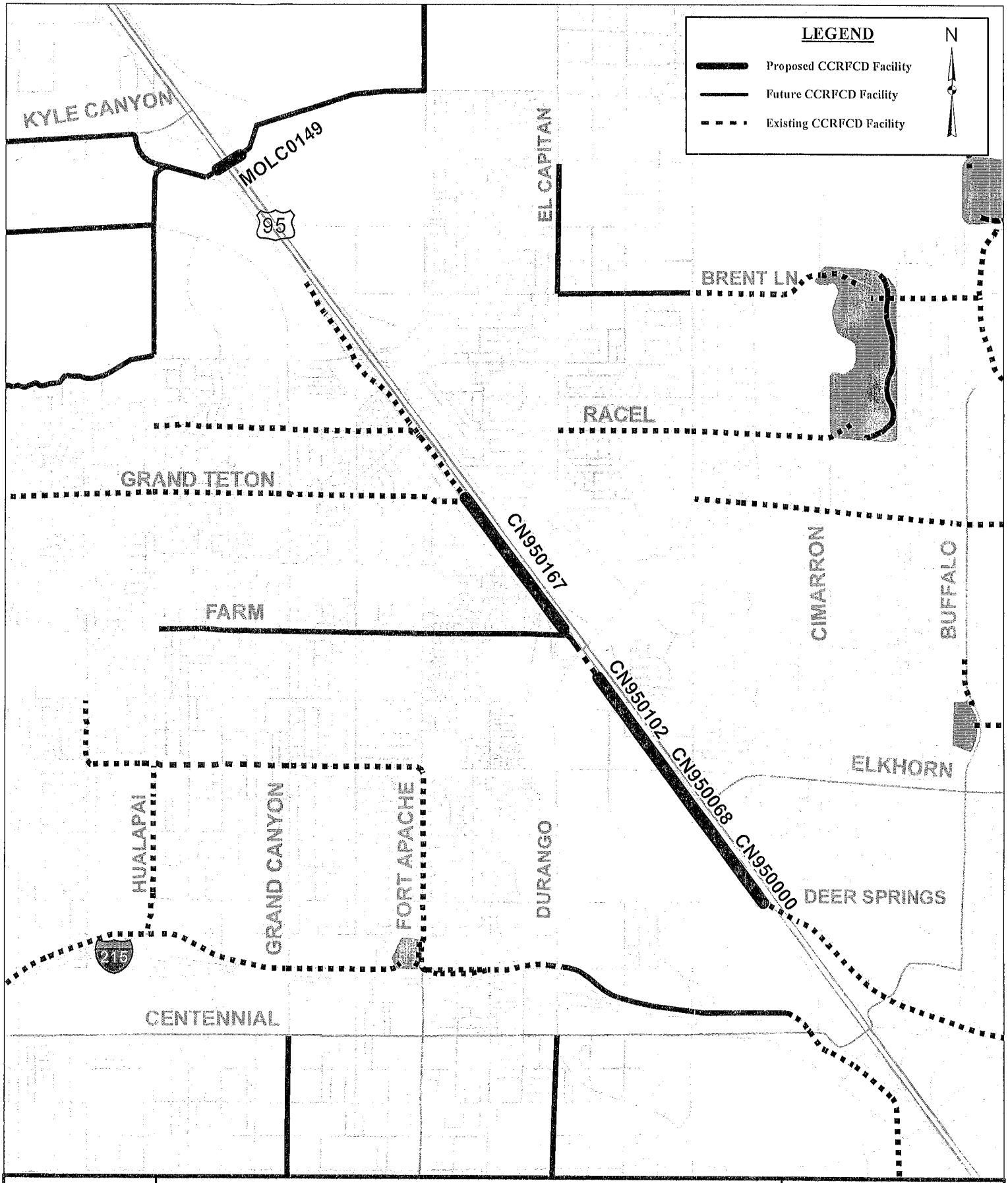


EXHIBIT A
CENTENNIAL PKWY CHANNEL WEST - US95, CC215 TO GRAND TETON, AND US95 CROSSING AT KYLE CANYON ROAD (LAS23I17)

Public Works
Flood Control Planning

SCALE: 1:30,000
DRAWING NAME: CentennialPkwyWest_95_215_GrandTeton.mxd
DRAWN BY: C. JONES
DATE: 03/12/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\CentennialPkwyWest_95_215_GrandTeton.mxd

Due to continuous development activity, this map is for reference only.

City Council Page 180

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
23

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Third Supplemental Interlocal Contract LAS29C16 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to increase project funding for engineering design of the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System Project ($400,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $400,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
On September 8, 2016, the CCRFCD entered into an interlocal contract with the CLV to provide funding for the engineering design, right-of-way and environmental mitigation for the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System. On February 8, 2018, the First Supplemental Interlocal Contract was approved to increase funding. On May 23, 2019, the Second Supplemental Interlocal Contract was approved to extend the project completion date. This Third Supplemental Interlocal Contract will increase project funding. Additional funding is needed to cover design costs and internal labor. The CCRFCD approved this contract at their April 9, 2020 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Third Supplemental Interlocal Contract LAS29C16

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT FLAMINGO – BOULDER HIGHWAY NORTH, CHARLESTON – BOULDER HIGHWAY TO MARYLAND PARKWAY AND MARYLAND PARKWAY SYSTEM

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of April, 2020 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 FLBN 0167, 0180 and 0205 and FLMP 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 Number FLBN 0170, 0180, 0205 and 0275 and FLMP 0000, 0013, 0042 and 0068, 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.

WHEREAS, the Interlocal Contract dated September 8, 2016, First Supplemental Interlocal Contract date February 8, 2018 and Second Supplemental Interlocal Contract dated May 23, 2019 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to increase project funding.

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 DISTRCT agrees to fund project costs within the limits specified below:

1. Engineering Design at a cost not exceed $2,818,829.

2. Entity Design Labor Costs at a cost not to exceed $60,000.

3. Right of Way at a cost not to exceed $5,000.

4. Environmental at a cost not to exceed $5,000.

5. The total cost of the contract shall not exceed $2,888,829 which includes all of the items described in the paragraphs above.

6. 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.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract dated September 8, 2016, First Supplemental Interlocal Contract dated February 8, 2018 and Second Supplemental Interlocal Contract dated May 23, 2019 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third 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 9, 2020

City of Las Vegas

Regional Flood Control District

By:
Carolyn G. Goodman, Mayor

By: Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

Attest

By:
LuAnn Holmes, MMC
City Clerk

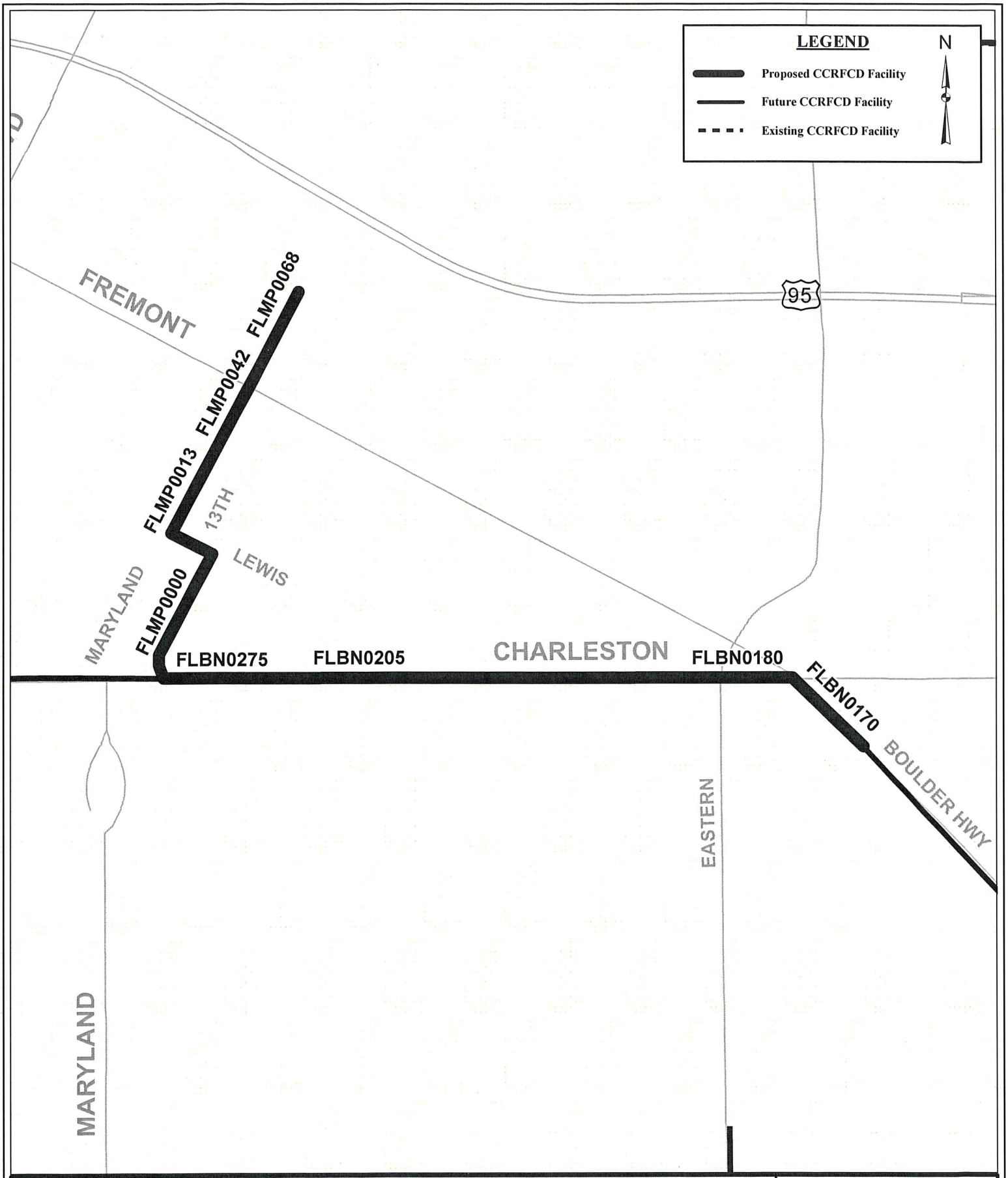
By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

Approved as to Form

By: John S. Ridilla 4/30/2020
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

By Christopher Figgins 4/15/20
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
FLAMINGO - BOULDER HWY NORTH, CHARLESTON - BOULDER HWY TO MARYLAND PARKWAY SYSTEM
City Council - Page 165

(LAS29C16)

SCALE: 1:13,000
DRAWING NAME: Flamingo_BoulderHwyNorth_Charleston_MainSt-MarylandPky-EAST
DRAWN BY: C. JONES
DATE: 03/12/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\Flamingo_BoulderHwyNorth_Charleston_MainSt-MarylandPky-EAST.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
24

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS24L17 to reallocate funding and extend the contract expiration date from June 30, 2020 to June 30, 2023 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) for the design of the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway Project - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On August 10, 2017, the CCRFCD approved an interlocal contract for design engineering, right-of-way and environmental mitigation associated with the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway Project. On June 14, 2018, a First Supplemental Interlocal Contract increased design funding. This Second Supplemental Interlocal Contract will reallocate funds and extend the contract expiration date from June 30, 2020 to June 30, 2023. Additional time is necessary to complete the project and funds are being reallocated to cover entity design labor costs. The CCRFCD approved this contract at their April 9, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Supplemental Interlocal Contract LAS24L17

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN NORTH – EL CAPITAN BRANCH, ANN ROAD
TO CENTENNIAL PARKWAY

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of April, 2020 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 GOEC 0100, 0126, 0152, and 0176, 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.

WHEREAS, the interlocal contract dated August 10, 2017 and First Supplemental Interlocal contract dated June 14, 2018 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to extend the project completion date and reallocate funding within the contract.

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 - PROJECTS 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 $757,670.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental Mitigation in an amount not to exceed $2,000.

4. Entity Design Labor Costs in an amount not to exceed $100,000.

5. The total cost of this Contract shall not exceed $861,670 which includes all the items described in the paragraphs above.

6. 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.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2023. The DISTRICT may, at any time thereafter, grant extensions to terminate this Contract after (30) days notice.

The remainder of the original Interlocal Contract dated August 10, 2017 and First Supplemental Interlocal Contract dated June 14, 2018 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 9, 2020

City of Las Vegas

Regional Flood Control District

By:
Carolyn G. Goodman, Mayor

By:
LAWRENCE L. BROWN, III,
Chair

Attest

Attest

By:
LuAnn Holmes, MMC
City Clerk

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

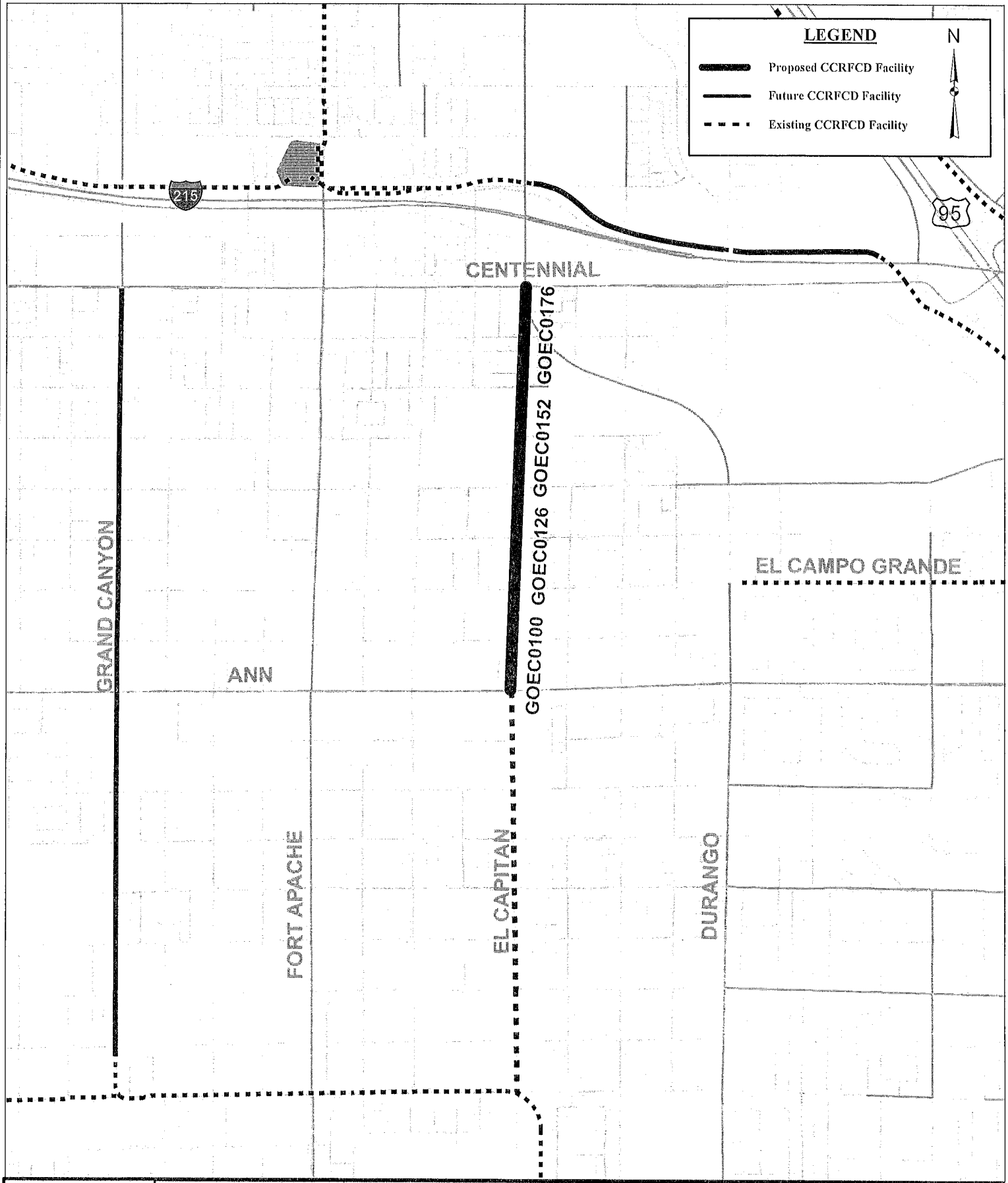
Approved as to Form

Approved as to Form

By: John S. Ridilla 4/30/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

By: 4/15/20
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
GOWAN NORTH - EL CAPITAN BRANCH, ANN ROAD TO CENTENNIAL PARKWAY
(LAS24L17)

SCALE: 1:20,000
DRAWING NAME: GowanOutfall_ElCapitanBranch_AnnRoad-CentennialPky.mxd
DRAWN BY: C. JONES
DATE: 03/12/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\GowanNorth_ElCapitanBranch_AnnRoad-CentennialPky.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
25

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS29D17 to reallocate funding and extend the contract expiration date from June 30, 2020 to June 30, 2023 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) for the Flamingo - Boulder Highway North, Charleston - Main Street to Maryland Parkway Project - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On August 10, 2017, the CCRFCD approved an interlocal contract for design engineering, right-of-way and environmental mitigation associated with the Flamingo - Boulder Highway North, Charleston - Main Street to Maryland Parkway Project. On May 24, 2018, First Supplemental Interlocal Contract was approved to increase design funding. This Second Supplemental Interlocal Contract will reallocate funds and extend the contract expiration date from June 30, 2020 to June 30, 2023. Additional time is necessary to complete the project and funds are being reallocated to cover entity design labor costs. The CCRFCD approved this contract at their April 9, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Supplemental Interlocal Contract LAS29D17

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
FLAMINGO – BOULDER HIGHWAY NORTH, CHARLESTON – MAIN STREET TO MARYLAND PARKWAY

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of April, 2020 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 FLBN 0281 and 0312, 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 Number FLBN 0280, 0281 and 0312, 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.

WHEREAS, the Interlocal Contract dated August 10, 2017 and First Supplemental Interlocal Contract dated May 24, 2018 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to extend the project completion date and reallocate funding within the contract.

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 changed to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $1,200,674.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental Mitigation in an amount not to exceed $2,000.

4. Entity Design Labor Costs in an amount not to exceed $325,000.

5. The total cost of this Contract shall not exceed $1,529,674 which includes all the items described in the paragraphs above.

6. 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.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

14. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2023. The DISTRICT may, at any time thereafter, grant extensions to terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 10, 2017 and First Supplemental Interlocal Contract dated May 24, 2018 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 9, 2020

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/30/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Regional Flood Control District

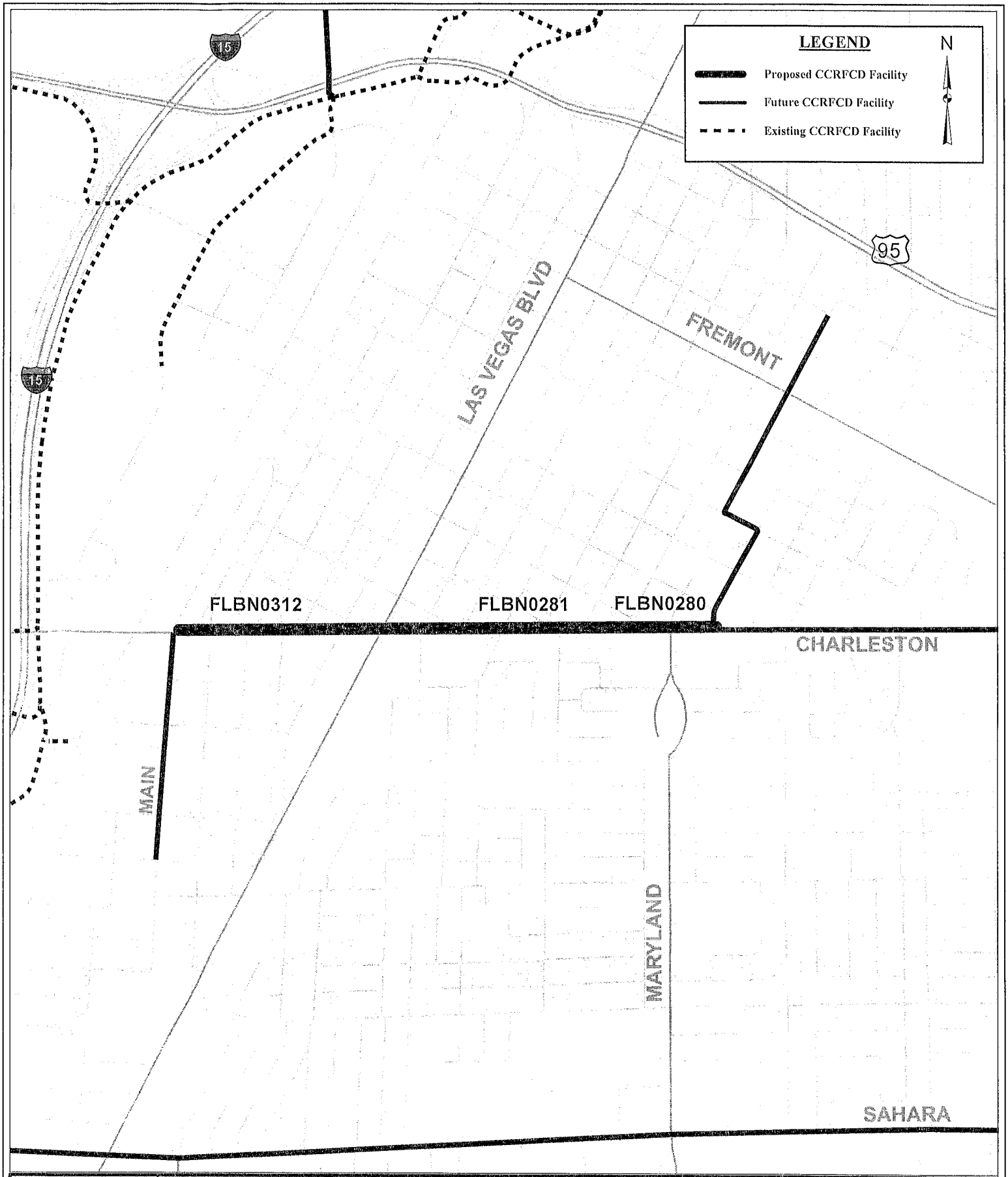
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher Figgins 4/15/20
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
FLAMINGO - BOULDER HWY NORTH, CHARLESTON - MAIN STREET TO MARYLAND PARKWAY (LAS29D17)

SCALE: 1:16,000
DRAWING NAME: Flamingo_BoulderHwyNorth_Charleston_MainSt-MarylandPky-WEST
DRAWN BY: C. JONES
DATE: 03/12/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\Flamingo_BoulderHwyNorth_Charleston_MainSt-MarylandPky-WEST.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
26

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve staff to acquire a portion of land and a temporary construction easement for the Citywide Traffic Engineering Design Services Project, APNs 140-32-802-005 and -006 ($130,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 3 (Diaz)

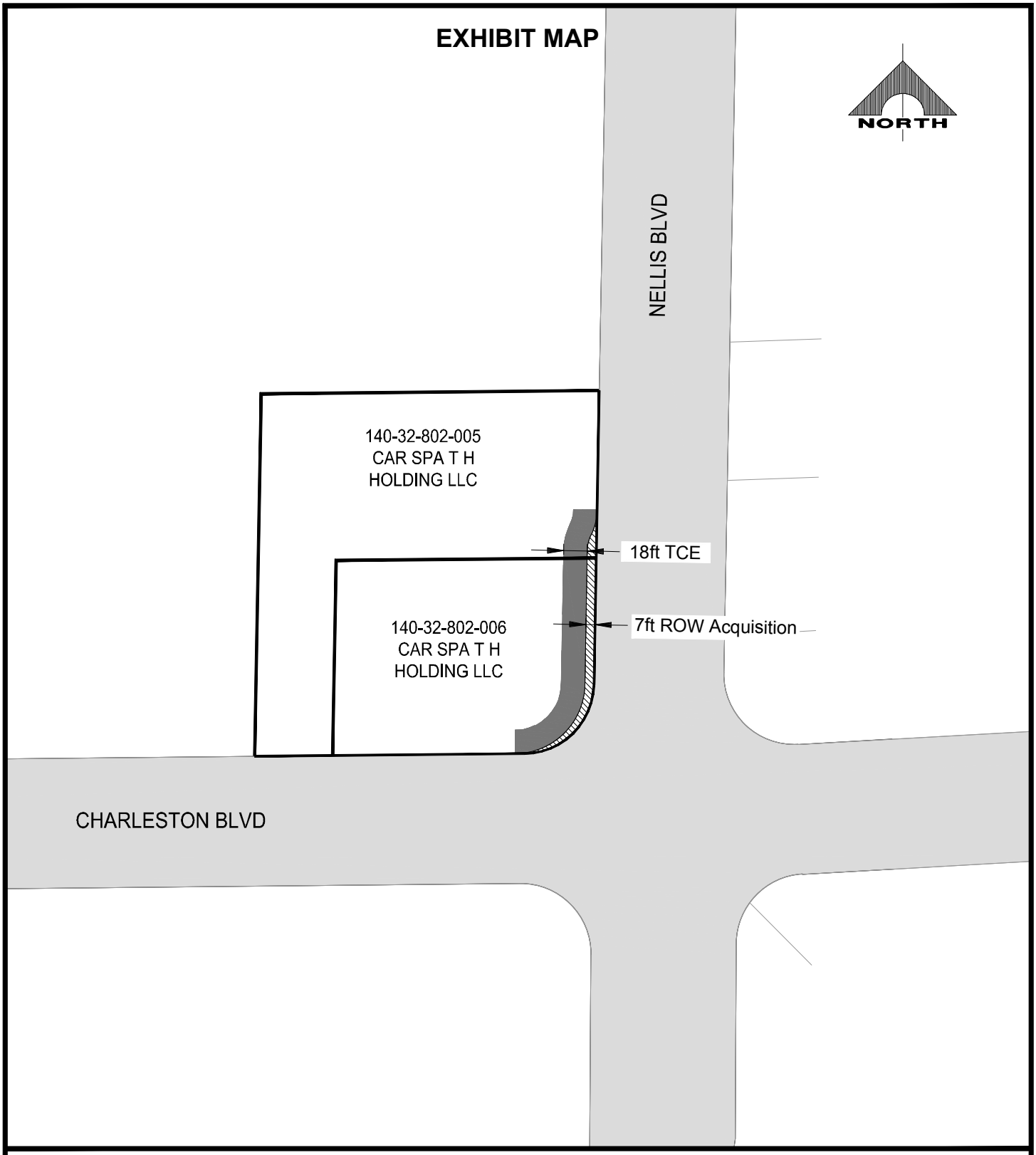
FISCAL IMPACT:
Budget Funds Available
Amount: $130,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
The partial acquisition of this property is needed to construct a right turn lane at the northwest corner of Nellis Boulevard and Charleston Boulevard.

RECOMMENDATION:
Approval. If approved, the Public Works Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of real property and temporary construction easement.

BACKUP DOCUMENTATION:
1. Exhibit Map

EXHIBIT MAP



LEGEND

- Subject Parcels
- Existing Right-of-Way
- ROW Acquisition
- Temporary Construction Easement (TCE)

OWNER: CAR SPA T H HOLDING L L C
PARCEL NO(S): 140-32-802-005 & -006
SECTION, TOWNSHIP, RANGE: SECTION 32, T. 20 S., R 62 E.
AREA OF SUBJECT PARCEL(S): 1.65 ± ac
ROW AREA OF PURCHASE: 1191 sf ±
TCE AREA: 3691 sf ±

Date: 4/22/2020

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
27

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve multi-agency Interlocal Contract 1164 between the City of Las Vegas, City of Henderson, City of North Las Vegas, County of Clark, and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design for the Maryland Parkway Bus Rapid Transit: Russell Road to Fremont Street Project - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1164 to fund and coordinate the Maryland Parkway Bus Rapid Transit: Russell Road to Fremont Street Project within the entities' jurisdictions, as specified by the contract. This multi-agency agreement applies to the design and right-of-way acquisition for the roadway improvements required to support the project. The improvements may include curb and gutter, asphalt pavement, sidewalk, median islands, intersection improvements, pedestrian and bicycle safety upgrades, and any other appurtenant items necessary for a complete project. The RTC will fund this project from Fuel Revenue Indexing Extension funds in the amount of $5,000,000. The RTC approved this contract at their February 13, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1164

DocuSign Envelope ID: 630551A9-35B7-478C-B4A3-BE56196217A9

INTERLOCAL AGREEMENT
MARYLAND PARKWAY BUS RAPID TRANSIT: RUSSELL ROAD TO FREMONT STREET

THIS INTERLOCAL AGREEMENT ("Agreement") #1164 is made and entered into this 13TH day of February 2020, by and among the County of Clark, a political subdivision of the State of Nevada; the City of Las Vegas, a municipal corporation; the City of North Las Vegas, a municipal corporation; and the City of Henderson, a municipal corporation, hereinafter referred to individually as "ENTITY" or collectively as "ENTITIES," and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC". The RTC and the ENTITIES are hereinafter referred to individually as "PARTY" and collectively as "PARTIES".

W I T N E S S E T H:

WHEREAS, the RTC intends to commence the design for the Bus Rapid Transit (BRT) project in Maryland Parkway from Russell Road to Fremont Street. The work shall include preliminary design, right-of-way evaluation, right-of-way acquisition, and final design, hereinafter referred to as the "PROJECT." The PROJECT will also provide any additional data to help the ENTITIES and the RTC evaluate their asset inventories; and

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the RTC agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the ENTITIES are owners and operators of rights-of-way within their respective jurisdictions; and

WHEREAS, the RTC will take the lead role for the design of the PROJECT; and

WHEREAS, the RTC will coordinate with and include the ENTITIES; and

WHEREAS, the RTC is requesting engineering funds for the PROJECT; and

NOW, THEREFORE, in consideration of the premises of the mutual covenants herein contained, it is agreed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1164 applies to the design and right-of-way acquisition for the roadway improvements required to support the BRT in Maryland Parkway from Russell Road to Fremont Street. The improvements may include curb and gutter, asphalt pavement, sidewalk, median island, intersection improvements, pedestrian and bicycle safety upgrades, and any other appurtenant items necessary for a complete project.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $5,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $5,000,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the RTC will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the RTC or by a consultant employed by the RTC.

3. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2030. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the RTC be repaid.

4. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the RTC is responsible for the design and construction of the PROJECT. The RTC will be responsible for the actions or inactions of its Officers and Employees.

5. Should the construction funds be provided by sources other than the RTC, the RTC will reimburse the funds for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the ENTITIES.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract #1164 is effective as of the date first set forth above.

Date of Commission Action:

February 13, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L. Brown III
9BD793A7A53847A...

LAWRENCE L. BROWN, III, Chairman

Approved as to Form and Legality:

DocuSigned by: David Clyde
C20A409B6B774C0...

RTC Legal Counsel

Attest:

DocuSigned by: Marin DuBois
07F25985C7F8458...

MARIN DUBOIS, Management Analyst

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

MARILYN KIRKPATRICK, Chair

Approved as to Form and Legality:

Chief Deputy District Attorney

Attest:

LYNN MARIE GOYA, County Clerk

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Approved as to Form ~~and Legality~~

John S. Ridilla 2/25/2020

Deputy City Attorney

John S. Ridilla
Deputy City Attorney

Attest:

LUANN D. HOLMES, MMC, City Clerk

DocuSign Envelope ID: 630551A9-35B7-478C-B4A3-BE56196217A9

Date of Council Action:

CITY OF NORTH LAS VEGAS

_____ BY: _____

JOHN J. LEE, Mayor

Approved as to Form and Legality

Attest:

MICAELA RUSTIA MOORE
City Attorney

CATHERINE A. RAYNOR, MMC, City Clerk

Date of Council Action:

CITY OF HENDERSON

_____ BY: _____

RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance:

Attest:

JIM MCINTOSH
Chief Financial Officer

SABRINA MERCADANTE, MMC
City Clerk

Approved as to Content:

Approved as to Form:

EDWARD MCGUIRE, P.E.
Director, Public Works

NICHOLAS G. VASKOV
City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
28

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Cooperative (Local Public Agency) Agreement PR010-14-063 - Amendment No. 4 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to increase project funding for installation of bike lockers and racks in various locations in Central Las Vegas ($5,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $5,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV entered into a cooperative agreement and amendments to the agreement with NDOT for installation of bike lockers and racks in various locations in the central Las Vegas area. This Amendment No. 4 will provide an additional $4,750 from Federal Congestion Mitigation and Air Quality (CMAQ) funds and $250 from Federal Match funds. The total amount of funding for the project shall not exceed $1,274,897 of which $1,211,152 is in federal funds and $63,745 is in local funds.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agreement PR010-14-063 - Amendment No. 4

Amendment No. 4 to
Cooperative (LPA) Agreement No. PR010-14-063

This Amendment is made and entered into on , between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the City of Las Vegas, 333 N. Rancho Drive, Las Vegas, Nevada 89106, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, on January 7, 2014, the parties entered into Agreement No. PR010-14-063 to construct seventy-five (75) bike lockers and five hundred (500) bike racks in various locations in Central Las Vegas; and

WHEREAS, on September 9, 2016 the parties entered into Amendment No. 1 to Agreement No. PR010-14-063 to increase the amount of funding; and

WHEREAS, on August 28, 2017, the parties entered into Amendment No. 2 to Agreement No. PR010-14-063 to increase the amount of funding; and

WHEREAS, on March 12, 2018, the parties entered into Amendment No. 3 to Agreement No. PR010-14-063 to increase the amount of funding; and

WHEREAS, the amount to be paid to the CITY must be increased by Five Thousand and No/100 Dollars ($5,000.00) due to a discrepancy between funding obligated for the construction phase and what is included in Agreement No. PR010-14-063; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR010-14-063

NOW, THEREFORE, the parties agree as follows:

A. Article 1, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:
"To obligate Federal CMAQ funding for a maximum amount of One Million Two Hundred Eleven Thousand One Hundred Fifty0Two and No/100 Dollars ($1,211,152.00)."

B. Article II, Paragraph 18, is amended by deleting it in its entirety and inserting in its place:
"To be responsible for the five percent (5%) match of Sixty-Three Thousand Seven Hundred Forty-Five and No/100 Dollars ($63,745.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."

C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place:
"The TOTAL ESTIMATED PROJECT COSTS are One Million Two Hundred Seventy-Four Thousand Eight Hundred Ninety-Seven and No/100 Dollars ($1,274,897.00), which includes: One Million Two Hundred Eleven Thousand One Hundred Fifty-Two and No/100 Dollars ($1,211,152.00) at ninety-five percent (95%) Federal funding; and a match of Sixty-Three Thousand Seven Hundred Forty-Five and No.100 Dollars ($63,745.00), comprising CITY match funding of five percent (5%) of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT of federal

portion exceed the total obligated amount, as established in Article I, Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY."

D. Article III, Paragraph 7, is amended by deleting it in its entirety and inserting in its place:
"The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 151,842.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering:	$ 80,000.00
Construction Costs:	$1,033,055.00
TOTAL ESTIMATED PROJECT COSTS:	$1,274,897.00

AVAILABLE FUNDING SOURCES:

95% Federal CMAQ Funds:	$1,211,152.00
CITY Match Funds:	$ 63,745.00
TOTAL PROJECT FUNDING:	$1,274,897.00"

E. All of the other provisions of Agreement No. PR010-14-063 dated January 7, 2014, Amendment No. 1 dated September 9, 2016, Amendment No. 2 dated August 28, 2017, and Amendment No. 3 dated March 12, 2018, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

City of Las Vegas

Carolyn G. Goodman
Mayor

Attest:

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form: John S. Ridilla
Deputy City Attorney

John S. Ridilla 5/11/2020
Deputy City Attorney

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality and Form:

Deputy Attorney General

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
29

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve an Interlocal Agreement among the City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding allocations and the budget for the Las Vegas Wash (Wash) activities in Fiscal Year 2020/2021 ($78,886 - Sanitation Enterprise Fund [EF]) - All Wards and Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: $78,886
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
On May 15, 2019, the City Council approved an interlocal agreement which established funding allocations and the budget covering Fiscal Year 2019/2020 for Wash activities. To continue the stabilization and enhancement of the Wash, the Southern Nevada Water Authority has completed a budget for capital construction and operation activities for Fiscal Year 2020/2021. Approval of this interlocal agreement will allocate the monetary resources necessary for operation expenses of the Wash among the member agencies of the agreement. The City of Las Vegas' portion is 22.9 percent of the local share which amounts to $78,886.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Las Vegas Wash Interlocal Agreement FY 2020/2021

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2020/2021

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; the City of North Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas, City of North Las Vegas and the Clark County Water Reclamation District) this _____ day of _____, 2020.

WHEREAS, Lake Mead and the Colorado River are the primary source of water for over two million residents of the metropolitan Las Vegas Valley and Laughlin, Nevada; and

WHEREAS, Lake Mead and the Colorado River are a significant source of water for millions of other residents in the Lower Colorado River Basin, including citizens of Arizona, California, and Mexico as well as members of several Native American Tribes; and

WHEREAS, the Las Vegas Wash is comprised of highly treated wastewater flows, urban runoff, shallow ground water, storm water flows, and other flows, all of which run through the single tributary from the urban Las Vegas Valley into Lake Mead; and

WHEREAS, concerns over erosion, water quality, the loss of wetlands, and other issues have made managing the Las Vegas Wash one of the highest environmental priorities for Southern Nevada; and

WHEREAS, the undersigned parties – along with other local, state, and federal entities – embarked on a water quality process in 1997 that included participation in the Lake Mead Water Quality Forum and the formation of a citizens advisory committee which studied various issues related to water quality in the Las Vegas Wash, Las Vegas Bay, and Lake Mead; and

WHEREAS, the citizens advisory committee developed a series of recommendations for protecting and improving water quality, one of which was to develop a comprehensive adaptive management plan for the Las Vegas Wash; and

WHEREAS, following the presentation of the citizen recommendations to the Lake Mead Water Quality Forum and their acceptance by the Authority Board of Directors in 1998, the undersigned parties participated in the Las Vegas Wash Coordination Committee ("LVWCC"), a committee comprised of 28 local, state, federal, environmental, and public representatives; and

WHEREAS, the LVWCC, over a 10-month period and with the support of over 100 staff from participating agencies, developed 44 recommended actions in nine study areas related to the Las Vegas Wash; and

WHEREAS, the LVWCC compiled these recommended actions into the Las Vegas Wash Comprehensive Adaptive Management Plan ("LVWCAMP"), a document that was subsequently approved by the LVWCC in December 1999 and by the Authority Board of Directors in January 2000; and

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2020/2021

WHEREAS, in July of 2000, a Sales Tax Allocation Cooperative Agreement was entered into by the Authority and the Wastewater Discharge Agencies represented by the City of Henderson, the City of Las Vegas and the Clark County Water Reclamation District; and

WHEREAS, that Sales Tax Allocation Cooperative Agreement provided that four percent (4%) of the gross revenue from the ¼ cent sales tax provided for by NRS Chapter 377B would be allocated to capital improvements and infrastructure needs in the Las Vegas Wash, and

WHEREAS, in June of 2002, the parties to this agreement entered into a Cooperative Agreement which recognized the LVWCAMP and established a basic understanding of the parties concerning implementation of the plan and their respective roles in that implementation through the Management Advisory Committee (MAC); and

WHEREAS, in November 2007, the parties to this agreement, along with the Clean Water Coalition, entered into an agreement that established the Las Vegas Valley Watershed Advisory Committee (LVVWAC). The LVVWAC assumed the responsibilities of the MAC and provided that the LVVWAC would continue implementation of the LVWCAMP, along with establishing a cohesive direction and integrated approach to addressing water quality issues in the Las Vegas Valley and Lake Mead; and

WHEREAS, the Authority has been designated as the lead agency to implement the LVWCAMP and has established a staff team to coordinate this effort; and

WHEREAS, a Workplan and estimated budget for the Las Vegas Wash construction and operation has been established by the Authority for fiscal year 2020/2021; and

WHEREAS, Authority Purveyor members will pay 40% of the total operating budget (or $344,481) to be paid from the revenues derived from the water wholesale delivery charge; and

WHEREAS, it is the desire of all parties to this agreement to allocate the monetary responsibility for contribution to said capital and infrastructure budget as well as the parties' respective monetary contributions to the estimated Las Vegas Wash operating budget.

WHEREAS, pursuant to NRS 277.180, a political subdivision may enter into a interlocal agreement with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the individual governmental entities are authorized by law to perform.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Southern Nevada Water Authority, City of Henderson, Clark County Water Reclamation District, City of Las Vegas, City of North Las Vegas, Clark County, and the Clark County Regional Flood Control District agree as follows:

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2020/2021

Section 1: Capital Improvements Budget

It is agreed that the budget for capital improvements and associated activities for 2020/2021 are included in the Project Work Plan of the Amended Las Vegas Wash Capital Improvements Plan. The Project Work Plan includes funding for design and construction activities related to channel stabilization structures, revegetation of disturbed construction sites, flood repair, construction equipment rental, and construction materials transportation.

Funding for capital projects will come from monies generated from 4% of gross revenue from the ¼ cent sales tax, federal partners, and other available sources.

The Authority will require its contractors to indemnify, defend and hold harmless the Parties to this Agreement against any and all claims, causes of action, judgments, and/or fees arising out of the contractor's acts and/or omissions related to its performance of any contract for the Authority.

The Authority will also require its contractors to name each party to this Agreement as an additional insured on the contractor's insurance policy.

Section 2: Operating Budget

It is agreed by the parties hereto that the total operating budget for the Authority's Las Vegas Wash activities for fiscal year 2020/2021 is estimated to be $1,172,701. It is anticipated that there will be federal funding from the Bureau of Reclamation available to augment the parties' contributions. Said federal funding is estimated to be approximately $275,000. Additional grants from the Nevada Division of Environmental Protection are anticipated to augment the operating budget in the amount of $36,500. This will leave $861,201 of the total operating budget to be provided locally (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's purveyor members will contribute $344,481 or 40% of the local share; however, the purveyor members' contribution is not governed by this agreement. The parties hereto agree, therefore, that $516,720 or 60% of the local share of the total operating budget must be paid by the parties hereto. Contained in Attachment A is the Work Plan and Operating Budget Narrative outlining the anticipated administration costs as well as programs and study costs for the 2020/2021 fiscal year.

a) Funding of Local Share:

It is hereby agreed by the parties that the following allocation ratios and funding sources are established as binding for the purpose of funding the local share or $861,201 of the total operating budget for the Las Vegas Wash for fiscal year 2020/2021:

i) Authority Purveyor Members acknowledge that the Authority shall pay 40% ($344,481) of the local share using revenues derived from the water wholesale delivery charges paid to the Authority by the Authority Purveyor Members.

ii) Authority "Wastewater Discharge Members" shall pay 40% ($344,481) of the local share as follows:

The City of Henderson, as a discharger, will be responsible for payment of 12.6% of the $344,481 or $43,405;

The Clark County Water Reclamation District will be responsible for 55.2% of the $344,481, or $190,153;

The City of Las Vegas will be responsible for 22.9% of the $344,481, or $78,886;

The City of North Las Vegas will be responsible for 9.3% of the $344,481, or $32,037.

iii) Clark County will pay 10% of the local share ($86,120).

iv) Clark County Regional Flood Control District will pay 10% of the local share ($86,120).

Section 3: Payments

Payments will be made by the respective parties hereto as specified in Section 2 into a fund established specifically for the operations of the Las Vegas Wash projects for fiscal year 2020/2021 within 30 days of approval by all governmental bodies.

Section 4: Effective Date

This agreement becomes effective when the duplicate originals are executed and dated by all parties, realizing that each entity, by necessity, must approve and execute the subject document at different places and on different dates.

Section 5: Severability

Should any part of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable under any other part of this agreement.

Section 6: Governing Law

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this agreement.

Section 7: Third Party Beneficiaries

This agreement is intended only to benefit the parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

Section 8: One Time Agreement

It is specifically recognized and agreed by all parties hereto, that this agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant or commitment on the part of any party hereto and should be considered a stand-alone document without establishing any future obligations, other than as described herein, on the part of any party hereto.

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INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2020/2021

SOUTHERN NEVADA WATER AUTHORITY

_____
Marilyn Kirkpatrick, Chair

Approved as to form:

Approved on _____, by the Board of Directors Southern Nevada Water Authority.

_____
Steven C. Anderson, Deputy Council

Attest:

CITY OF LAS VEGAS

_____
LuAnn D. Holmes, MMC, City Clerk

_____
Carolyn G. Goodman, Mayor

Approved As to Form:

Approved on _____, by the City Council for the City of Las Vegas.

John S. Ridilla 4/30/2020
John S. Ridilla, Deputy City Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2020/2021

CITY OF HENDERSON

_____
RICHARD A. DERRICK
City Manager/CEO

Approved on _____, by the City Council for the City of Henderson.

ATTEST:

APPROVED AS TO FUNDING:

_____
SABRINA MERCADANTE, MMC
City Clerk

_____
JIM MCINTOSH
Chief Financial Officer

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

_____
PRISCILLA HOWELL
Director of Utility Services

_____ _____
NICHOLAS G. VASKOV CAO
City Attorney Review

Attest:

CITY OF NORTH LAS VEGAS

_____
Catherine Raynor, MMC City Clerk

_____
John J. Lee, Mayor

Approved As to Form:

Approved on _____, by the City Council for the City of North Las Vegas.

_____
Micaela Rustia Moore, City Attorney

CLARK COUNTY WATER RECLAMATION DISTRICT

_____
Lawrence L. Brown, III, Chairman

Approved As To Form:

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

_____
David J. Stoft, District General Counsel

Attest:

CLARK COUNTY

_____
Lynn Goya, County Clerk

_____
Marilyn Kirkpatrick, Chair

Approved As To Form:

Approved on _____, by the Board of County Commissioners for Clark County (Parks & Recreation)

_____
Carolyn Campbell, Deputy District Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2020/2021

Attest:

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

_____
Deanna M. Hughes, Board Secretary

_____
Lawrence L. Brown, III, Chairman

Approved As To Form:

Approved on _____, by the Board of Directors for the Clark County Regional Flood Control District.

_____
Christopher D. Figgins, Clark County
Chief Deputy District Attorney

Attachment A
Work Plan and Operating Budget Narrative
FY 2020/2021

MATERIALS, SUPPLIES, EQUIPMENT – TOTAL $60,157

Funding in the amount of $60,157 is requested for general office support items including office supplies, printing, safety supplies, dues for professional organizations, and subscriptions/publications.

OFFICE LEASE – TOTAL $54,740

Funding in the amount of $54,740 is requested for the office space located at 100 City Parkway.

SALARIES AND BENEFITS – TOTAL $626,304

Funding in the amount of $626,304 is requested for salaries and benefits to support Las Vegas Wash Project Coordination Team staff.

RESEARCH AND STUDIES PROJECTS – TOTAL $431,500 (LOCAL CONTRIBUTION $120,000)

The total research and studies budget is $431,500. Of this, the local contribution is $120,000, with the remaining budget anticipated to come from federal and local grants. These projects include a variety of activities and studies to meet the tasks identified in the LVWCAMP and to meet state and federal environmental compliance requirements.

Budgeted Items	Amount
Materials, Supplies, Equipment	$60,157
Office Lease	$54,740
Salaries and Benefits	$626,304
Research and Studies Projects	$431,500
TOTAL FY 20/21 BUDGET	**$1,172,701**
BUREAU OF RECLAMATION CONTRIBUTION	$275,000
OTHER CONTRIBUTION/GRANTS	$36,500
LOCAL CONTRIBUTION	$861,201

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
30

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

SUBJECT:
Discussion for possible action regarding the City of Las Vegas Second Amendment HUD FY2019-2020 Action Plan that secures Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds totaling $4,900,673 from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The supplemental grant funds are referred to as CV funds and the City of Las Vegas received the following program allocations: CDBG-CV $3,082,302; ESG-CV $1,537,579; and HOPWA-CV $280,792. In order to accept the CARES Act supplemental federal funds to prevent, prepare for, and respond to COVID-19, the City of Las Vegas must submit an amended FY2019-2020 Action Plan to the U.S. Department of Housing and Urban Development (HUD). The City of Las Vegas Second Amendment HUD FY2019-2020 Action Plan outlines activities that may be undertaken by the City of Las Vegas to prevent, prepare for, and respond to COVID-19 until the funds expire on September 30, 2021.

RECOMMENDATION:
Staff recommends that the City Council approve the submittal of the City of Las Vegas Second Amendment HUD FY2019-2020 Action Plan to HUD including consideration of public comment as required by HUD and receipt of the supplemental CDBG-CV, ESG-CV, and HOPWA-CV CARES Act funds. Staff also recommends approval and authorization for the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney and that the Director of Community Services be authorized to award unallocated funds and reprogram unspent funds in the event that funds are recaptured.

BACKUP DOCUMENTATION:
1. City of Las Vegas Second Amendment HUD FY2019-2020 Action Plan

City of Las Vegas
Second Amendment
HUD FY2019-2020 Action Plan

CITY OF LAS VEGAS
COMMUNITY
SERVICES

Prepared by the Office of Community Services May 2020

Amended Sections:

AP-05 Executive Summary
AP-15 Expected Resources
AP-20 Annual Goals and Objectives
AP-35 Projects
AP-85 Other Actions

The inclusion of CARES Act funding has been highlighted throughout the Plan

The amended Action Plan incorporates the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds and how the City will use its CDBG-CV, ESG-CV, and HOPWA-CV to prevent, prepare for, and respond to COVID-19.

Executive Summary

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

1. Introduction

The City of Las Vegas is amending its 2019 - 2020 HUD Action Plan to include the utilization of funds received through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19).

The City has received: CDBG-CV $3,082,302.00, ESG-CV $1,537,579.00, and HOPWA-CV $280,792.00. HUD has provided the following flexibilities:

CDBG-CV: HUD is waiving the requirements at 42 U.S.C. 12705(a)(2) to the extent it requires updates to the housing and homeless needs assessment, housing market analysis, and strategic plan and 24 CFR 91.220 and 91.320 to the extent the action plan is limited to a specific program year to permit grantees to prepare substantial amendments to their most recent annual action plan, including their 2019 annual action plan. Also, HUD is waiving 24 CFR 91.505 to facilitate the use of CDBG-CV funds to the extent necessary to require submission of the substantial amendment to HUD for review under 24 CFR 91.500.

ESG-CV: HUD allows for certain flexibilities and conditions for use of these funds given the immediate needs faced by our communities: 1) The funds may be used to cover or reimburse allowable costs incurred by a State or locality before the award of funding (including prior to signing the CARES Act); 2) The funds are not subject to the spending cap on emergency shelter and outreach; 3) The funds are exempt from ESG Matching requirements; 4) The funds may be used to provide homelessness prevention assistance to any individual or family who does not have income higher that HUD's Very Low-Income Limit for the area and meets criteria of the "at risk homelessness" definition in 24CFR 576.3; 5) Recipients may deviate from applicable procurement standards when using these funds to procure

goods and services; 6) While HUD encourages offering of treatment and supportive services when necessary to assistant vulnerable homeless populations, individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(e).

HOPWA-CV: Funds may be used as support to maintain operations and for rental assistance, supportive services, and other necessary actions. HUD has provided additional flexibility to program participants to prevent the spread of COVID-19 and to facilitate assistance to eligible communities and households economically impacted by the virus.

The submission of the Annual Action Plan meets the United States Department of Housing and Urban Development (HUD) requirements for consolidating several grant programs into one proposal. These programs include Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership Act (HOME), and Housing Opportunities for Persons with AIDS (HOPWA), and Lead Hazard Control and Healthy Homes. HUD released the 2019-2020 allocation amounts for CDBG, ESG, HOPWA, and HOME in May 2019.

- CDBG $5,074,650
- ESG $441,833
- HOME $2,019,021
- HOPWA $1,712,967

Besides, the City of Las Vegas (CLV) leverages funding to provide additional valuable services to our most vulnerable citizens, below are estimated 2019-2020 funding amounts which may change once State of Nevada allocations are announced:

- Low Income Housing Trust Fund (LIHTF) $922,150
- State HOME $408,025
- General Funds

In this proposal, the City of Las Vegas intends to describe its July 1, 2019 – June 30, 2020 initiatives for providing adequate housing and education, promoting safe and livable communities, and creating self-sustaining opportunities for the homeless, low and moderate-income households using the aforementioned aggregate funds.

2. Summarize the objectives and outcomes identified in the Plan

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

The City will use its allocation of CARES Act funds for emergency housing services, which may include shelter rehabilitation and operations, economic development activities that stabilize communities and public services during and beyond COVID-19; and to serve the HIV/AIDS population. A Request for Proposal may be published for agencies who serve the HIV/AIDS community to carry out essential services; provide education on ways to reduce the risk of getting sick or spreading infectious diseases; provide transportation services including costs for privately-owned vehicle transportation when needed to access medical care, supplies, food and to commute to places of employment; provide nutritious meals and lodging at hotels and motels to quarantine; and provide short-term rent, mortgage, and utility assistance.

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

Our community outreach modalities and initiatives are multifaceted; all with the ultimate goal of reducing homelessness, providing adequate housing and education, promoting safe and livable communities, and creating self-sustaining opportunities for low and moderate-income households. The City of Las Vegas, along with its many community partners, intends on implementing the following strategies in order to achieve its objectives:

Neighborhood Revitalization

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

Continuum of Care

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

Prevention and Reduction of Homelessness

- Expand access to homeless services and housing placement by filling existing service gaps in the City's urban core.

3. Evaluation of past performance

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

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

The full range of public services, HOME, and Lead Hazard Control and Healthy Home activities are priorities of the OCS FY19 Strategic Plan to Reduce Homelessness, Preserve Neighborhoods, and Improve Quality of Life.

In order to assess the efficacy in which OCS delivers those services through our community partnerships, OCS conducts onsite-monitoring visits, performs desk audits, and recently implemented an electronic performance metrics dashboard. These tools also assist the City in strengthening its community partnerships and facilitate technical assistance as necessary.

Public Services: The City's onsite-monitoring visits of its CDBG and HOPWA programs for the 2017-2018 highlighted the critical services our community partners provide to the City's most vulnerable citizens and the efficiency and effectiveness of carrying out those services. The City partnered with twenty-one CDBG and seven HOPWA subrecipients. Of the twenty-one CDBG recipients monitored, the monitoring team issued three findings. The findings addressed recordkeeping and intake requirements. The results of the HOPWA visits revealed the opportunity for greater collaboration with our agencies to improve health and housing management between Ryan White and HOPWA.

CDBG, HOPWA, and ESG subrecipients have an aggregate total, as of January 31, 2019, of 2,838 new clients, 1,274 existing enrollees, and 3,083 participants who either have exited or been discharged from the programs.

HOME: As previously mentioned, reducing homelessness is a City priority that requires adequate affordable housing. Currently the City of Las Vegas is considering two future projects, the rehabilitation of 125 units at 1720 Searles and the construction of 43 new units of affordable housing at 4445 Diamond Drive. OCS conducted onsite monitoring visits of its 41 projects which revealed excellent compliance with the exception of two. The monitoring team issued findings as a result using incorrect rent limits table and failure to renew leases upon expiration. Each recipient received recommendations as to how to resolve the findings.

Lead Hazard Control and Healthy Home: OCS is in its second program year of its Lead Hazard Control and Healthy Homes program and has completed multiple lead based paint hazard evaluations on several eligible properties, conducted extensive outreach, and hired a contractor for lead hazard construction.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

HUD has waived the requirements for jurisdictions to follow its original Citizen Participation Plans in response to the immediate needs of the community. Correspondingly, the City has updated its Citizen Participation Plan to define "reasonable notice and opportunity" as it pertains to HUD's waiver of no less

than 5 days for public comment for any substantial amendment related to COVID-19. Such amendments are time-limited to June 30, 2021. The updated Citizen Participation Plan and amended HUD 2019-2020 Action Plan were published for public comment from April 28, 2020, through May 3, 2020.

The City of Las Vegas follows its Citizen Participation Plan to provide all citizens the opportunity to participate in the planning, implementation, and assessment of the CDBG, ESG, HOPWA, and HOME programs. This process is led by the Community Development Recommending Board (CDRB) which is appointed by the City Council to obtain input from citizens in their respective wards. It is a committee of up to thirteen (13) members who review the applications, attend presentations the applicants and discuss recommendations for funding.

The grant selection process differed this year as the CDRB was installed to evaluate whether second-year funding would be granted to those agencies that applied and that were awarded a two-year grant in 2018. In addition to the participation of the CDRB, the evaluation and deliberation meeting agenda was advertised in accordance with Open Meeting Law and posted in various locations around the city and on the City of Las Vegas' website beginning on Tuesday, March 19, 2019, for the Tuesday, March 26, 2019 meeting. Agencies that did not meet their established performance measures were invited to address the CDRB and provide reasons for their performance. The meeting was open to all agencies and to all interested parties and was conducted in two adjoining handicapped accessible rooms in Las Vegas City Hall. Additionally, City Council voted to approve the CDRB recommendations in an open meeting held on May 15, 2019, which allowed for citizen participation.

On Monday, April 8, 2019, the City publicized the availability of the 2019-2020 Action Plan in the Las Vegas Review-Journal media outlet for comment. It included how the public could access the Action Plan. In addition, the City uploaded a copy on its website, provided hard copies upon request, and invited the public to submit their written comments to the Office of Community Services. The Public Review and Comment period ended Tuesday, May 14, 2019. The City held a subsequent public hearing at the June 5, 2020, City Council meeting.

5. Summary of public comments

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

Regarding the FY 2019-2020 Amended Action Plan: The City of Las Vegas received one public comment that addressed the shortage of affordable housing and requested the City appropriate a percentage of its CARES Act and FY2020 funds and all of its unspent FY2019 funds towards the emergency construction of affordable housing units to house existing homeless and to prevent homeless *(See Attached).*

No public comments were received in regards to the FY 2019-2020 Action Plan.

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

One public comment was received (*See Attached)*

No public comments were received in regards to the FY 2019-2020 Action Plan.

7. Summary

The City is amending its HUD 2019-2020 Annual Action Plan and Citizen Participation Plan to include the use of its CARES Act CDBG-CV, ESG-CV, and HOPWA-CV distributions to prevent, prepare for, and respond to COVID-19.

The City's 2019-2020 Annual Action Plan describes the anticipated programs and services that will be provided during the year. These programs and services will address the following community needs: safe, suitable and affordable housing, safe and livable communities, community and individual enrichment and growth opportunities, and opportunities for low and moderate-income households. The program goals in the FY 2019-2020 Action Plan target community needs and focus on City Council priorities for addressing homelessness.

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

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

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

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

Table 1 – Responsible Agencies

Narrative (optional)

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

Consolidated Plan Public Contact Information

Arcelia Barajas, Community Services Administrator

City of Las Vegas, Office of Community Services

495 S. Main Street

Las Vegas, Nevada 89101

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

1. Introduction

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

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

In an effort to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies, the City of Las Vegas opened a Request for Qualifications for the building and operation of two health and wellness centers in Las Vegas. The process began with two meetings of Federally Qualified Health Centers (FQHC) representatives where subject matter experts in community health and other interested stakeholders convened to discuss the potentiality of launching health and wellness centers and to seek input on the project. The Request for Qualifications opened Monday, July 16, 2018 and closed Thursday, November 15, 2018.

In its effort to select a private partner for the health and wellness center, the City of Las Vegas hosted a review process for the applicants of the Health and Wellness Center funding on Tuesday, December 18, 2018. The panel included subject matter experts of the following fields: county government/social services; mental and behavioral health; facility building and rehabilitation; non-profit management, homelessness, and medical clinic programming and operations. Panel members were asked specific questions relative to the support of patients who are homeless, low and very low income as well as to the support of patients who have diagnosed and undiagnosed mental illnesses.

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

The City of Las Vegas coordinates with the Southern Nevada Homelessness Continuum of Care (SNH CoC) by requiring all of CLV ESG sub recipients to participate in the Homeless Management Information System (HMIS), per the HEARTH Act and the ESG and SNH CoC Interim Rules. Through the coordinated entry process, all persons experiencing homelessness in the SNH CoC are assessed for vulnerability/need, prioritized for housing/services on that basis, and matched/referred to appropriate homeless and mainstream resources. All sub recipients are required to assist homeless individuals and families to obtain other Federal State, local and private assistance available to assist the participants in

obtaining and maintaining housing stability, including but not limited to the following: Medicaid, SNAP, WIC, SSDC, SSI, TANF etc.

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

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

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

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

Table 2 – Agencies, groups, organizations who participated

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

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

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

N/A

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Clark County, NV	The Southern Nevada Homelessness CoC Board is the official board acting on behalf of the CoC to take care of all related business requiring direction and/or formal actions and furthering the mission to end homelessness in Southern Nevada. The goals of the CoC to address homeless and the prevention of homeless are adopted in full by the City of Las Vegas. HYPERLINK: helphopehome.org/
Community Services Strategic Business Plan	City of Las Vegas, Office of Community Services	This plan is updated annually to reflect the Office of Community Services' goals and measures for all its initiatives including homelessness, housing, and community and neighborhood revitalization.
HUNDRED Plan	City of Las Vegas	This plan was developed for the Westside Neighborhood and is a vital step in identifying the opportunities to link with the past and create a familiar bridge to the future. Presented within the Plan is a strong vision with practical projects, the stories of stakeholders and community members, improvement program ideas, and proposed regulation and zoning that together, will transform the Westside into a vibrant neighborhood.
Innovations in Education	City of Las Vegas	The City aspires to facilitate transformational change in a small group of 16 schools by coordinating efforts across multiple systems to achieve its overarching vision of Las Vegas schools in the impact zone to becoming a national model of school improvement and community engagement.
Las Vegas 2020 Master Plan	City of Las Vegas	The Master Plan provides in-depth policy direction for future land use decisions and related aspects of corporate planning in the city of Las Vegas as well as addresses housing, parks, and transit.
Reinvent Schools	City of Las Vegas	This program has been a beneficial resource in the community valuing and supporting boys and young men of color. It is about changing community conditions to ensure all young people reach their fullest potential. The ultimate result of empowering youth, investing in our shared future, and collective prosperity.

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Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
So. NV Comprehensive Economic Development Strategy	Las Vegas Global Alliance (LVGEA)	The strategy is the result of a joint effort between LVGEA and over 300 stakeholders in Southern Nevada with the purpose of diversifying Southern Nevada's economy and laying the foundations for long-term economic stability.
So. NV Strong Regional Plan	Southern Nevada Strong	SNS is a collaborative regional planning effort funded by a $3.5MIL grant from HUD, DOT, and the EPA. Projects include comprehensive research and community engagement efforts to look at issues facing our community and propose collaborative solutions. The collaborative initiative worked to integrate housing, land use, economic and workforce development, transportation options, and infrastructure to support and empower local communities. HYPERLINK: sns.rtcsnv.com/
So. NV Regional Housing Authority Plan	SNRHA	This plan spans FY2015-FY2019 and identifies the PHA's quantifiable goals and objectives that will enable the SNRHA to serve the needs of low-income, very low-income, and extremely low income families for the next five years; also including a report on their progress in meeting those goals and objectives.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Las Vegas published its substantial amendment for public comment to include its CARES Act funds and how they will support the City's efforts to prevent, prepare for, and respond to COVID-19.

The Community Development Recommending Board (CDRB) was established as a mechanism to support citizen participation in the allocation of federal (entitlement) funding to Las Vegas agencies that provide services to low, very low, and moderate income households. The CDRB is comprised of thirteen members selected by the Las Vegas Mayor and City Council and installed to represent the six wards and an all-inclusive area of the city. Additionally, the city wards that have a concentrated number of low, very low and moderate income households have a higher number of members on the Board to ensure the welfare of those targeted wards are addressed.

The grant selection process differed this year as the CDRB was installed to evaluate whether second-year funding would be granted to those agencies that applied and that were awarded a two-year grant in 2018. In addition to the participation of the CDRB, the evaluation and deliberation meeting agenda was advertised in accordance with Open Meeting Law and posted in various locations around the city and on the City of Las Vegas' website beginning on Tuesday, March 19, 2019 for the Tuesday, March 26, 2019 meeting. Agencies that did not meet their established performance measures were invited to address the CDRB and provide reasons for their performance. The meeting was open to all agencies and to all interested parties and was conducted in two adjoining handicapped accessible rooms in Las Vegas City Hall.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community		The City's Community Development Recommending Board recommended continued funding at 2018-2019 levels for each of the City's 32 partnering agencies.		
2	Newspaper Ad	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

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Expected Resources

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

Introduction

The City has received CDBG-CV ($3,082,302.00), ESG-CV ($1,537,579.00) and HOPWA-CV ($280,792.00) supplemental funds to be used to prevent, prepare for, and respond to COVID-19. These funds were allocated through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

In order to receive HUD funding, the City of Las Vegas must develop and submit a Consolidated Plan every five years and an Annual Action Plan that addressed the city's anticipated use for federal funds. HUD announced the following allocations for FY 2019/2020:

- CDBG $5,074,650
- ESG $441,833
- HOME $2,019,021
- HOPWA $1,712,967

In addition, the City of Las Vegas (CLV) leverages funding to provide additional valuable services to our most vulnerable citizens, below are estimated 2019-2020 funding amounts which may change once State of Nevada allocations are announced:

- Low Income Housing Trust Fund (LIHTF) $922,150
- State HOME $408,025
- General Funds

In this proposal, the City of Las Vegas intends to describe its July 1, 2019 – June 30, 2020 initiatives for providing adequate housing and education, promoting safe and livable communities, and creating self-sustaining opportunities for the homeless, low and moderate income

households using the aforementioned aggregate funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	5,074,650	0	133,578	5,208,228	0	These funds will be used to fund capital improvement projects as well as public service activities that directly benefit low to moderate-income residents.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	2,019,021	0	0	2,019,021	0	HOME funds are leveraged by State of Nevada HOME and Low Income Housing Trust Funds. They will be used to fund the development and retention of affordable housing units throughout the community.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOPWA	public - federal	Permanent housing in facilities Permanent housing placement Short term or transitional housing facilities STRMU Supportive services TBRA	1,712,967	0	0	1,712,967	0	The City partners with its community agencies who use these funds to provide housing and supportive services to individuals living with HIV/AIDS.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	441,833	0	0	441,833	0	The City partners with its community agencies by issuing funds to non-profit providers who deliver essential services and shelter to homeless families and individuals. Additionally, providers deliver rapid rehousing financial assistance and stabilization services to homeless families and individuals, and prevention services to families and individuals at risk of homelessness.
Other-CDBG-CV	public - federal	Other To prevent, prepare for, and respond to the Coronavirus	3,082,302	0	0	3,082,302	0	CDBG-CV funds to be used to prevent, prepare for, and respond to the Coronavirus.
Other ESG-CV	public - federal	Other To prevent, prepare for, and respond to the Coronavirus	1,537,579	0	0	1,537,579	0	ESG-CV funds to be used to prevent, prepare for, and respond to the Coronavirus.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other HOPWA-CV	public - federal	Other To prevent, prepare for, and respond to the Coronavirus	280,792	0	0	280,792	0	HOPWA-CV funds to be used to prevent, prepare for and respond to the Coronavirus.
Other	public - state	Acquisition Conversion and rehab for transitional housing Housing Multifamily rental new construction Multifamily rental rehab Permanent housing in facilities Rental Assistance Short term or transitional housing facilities TBRA Transitional housing	408,025	0	0	408,025	0	The State allocates a portion of their HOME funds to the City of Las Vegas which plans to use the allocation toward affordable housing projects.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - state	Acquisition Conversion and rehab for transitional housing Housing Multifamily rental new construction Multifamily rental rehab Permanent housing in facilities TBRA Transitional housing	912,315	0	0	912,315	0	These non-federal funds are received from the State of Nevada for use as HOME match and will be used toward affordable housing initiatives. Expected amount is :$922,150

Table 5 - Expected Resources – Priority Table

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

The City is committed to supporting sustainability and affordability in our neighborhoods. During this FY the City has committed over 1 Million in general fund money to support the city-funded MORE Teams who provide daily outreach in the community and connect homeless individuals to immediate services. The city also committed over 2 Million in Redevelopment Set-Aside funding through the Office of Community Services to support initiatives that serve homeless individuals through case management, workforce development, and bridge and transitional housing. In

addition, the City has raised over $100,000 through the Mayor's Fund to pay for workforce development and the Ticket to Home Program that allows homeless individuals the opportunity to reunite with family members in other states who are willing and able to support them as they become independent. Lastly, the City satisfies matching requirements for the HOME Investment Partnership Program by leveraging State and Private Activity Bond dollars to HOME Projects; and ESG matching requirements are passed on to the awarded agencies and monitored during monthly requests for funds and/or annual compliance audits.

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

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

Discussion

N/A

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent and End Homeless	2015	2019	Homeless	CITY LIMITS	Homelessness	CDBG: $200,667 ESG: $392,665 CDBG-CV: $1,004,241 ESG-CV: $1,537,579	Public service activities other than Low/Moderate Income Housing Benefit: 225 Persons Assisted Tenant-based rental assistance / Rapid Rehousing: 18 Households Assisted Homeless Person Overnight Shelter: 206 Persons Assisted Homelessness Prevention: 700 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Educational enrichment services & supportive prgms	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	CITY LIMITS	Educational Enrichment	CDBG: $111,317	Public service activities other than Low/Moderate Income Housing Benefit: 107 Persons Assisted
3	HIV/AIDS Homeless Prevention	2015	2019	Affordable Housing Homeless Non-Homeless Special Needs	CITY LIMITS	Homelessness Special Needs and Low/Mod Income Public Services Affordable Housing	HOPWA: $1,237,794 HOPWA-CV: $280,792	HIV/AIDS Housing Operations: 925 Household Housing Unit
4	Provide Community and Supportive Services	2015	2019	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CITY LIMITS	Special Needs and Low/Mod Income Public Services	CDBG: $582,244 CDBG-CV: $1,928,061	Public service activities other than Low/Moderate Income Housing Benefit: 872 Persons Assisted Homeowner Housing Rehabilitated: 40 Household Housing Unit Homelessness Prevention: 154 Persons Assisted
5	Provide Decent & Affordable Hsg (Rental & Owner)	2015	2019	Affordable Housing Homeless Non-Homeless Special Needs	CITY LIMITS	Affordable Housing	HOME: $1,300,000	Rental units constructed: 80 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Community Facilities/Infrastructure/Neigh. Revital	2015	2019	Non-Housing Community Development	CITY LIMITS	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Affordable Housing Community Facilities, Infrastructure, Improvements	CDBG: $2,002,906 CDBG-CV: $250,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1 Persons Assisted Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Prevent and End Homeless
	Goal Description	The City has received an allocation of CDBG-CV and ESG-CV funds to be used to prevent, prepare for, and respond to COVID-19. Specifically, the City will utilize $1,004,241 its CDBG-CV funds towards homeless prevention and housing stabilization through an emergency rental assistance program for households between 50%-80% AMI. Also, the ESG-CV funds of $1,537,579 (excluding 10% Admin) will be used to provide rent and utility assistance to households at or below 50% AMI. The City will focus a large portion of its FY 19/20 ESG, HOPWA, and CDBG funds to prevent and reduce homelessness by working with many qualified agencies and dedicating internal resources to the construction and management of the Homeless Courtyard. Services that will be provided during the FY 19/20 include supportive wrap-around services, case management, shelter operations, rapid-rehousing, permanent supportive housing, and emergency rental and utility assistance. In addition, the city will use General Fund and Redevelopment Set-Aside funds to support bridge housing and the Homeless Courtyard.
2	**Goal Name**	Educational enrichment services & supportive prgms
	Goal Description	These funds will be used to provide educational supportive services for low/mod income families and individuals to improve literacy and early childhood education in the community.
3	**Goal Name**	HIV/AIDS Homeless Prevention
	Goal Description	The City has received $280,792.00 in HOPWA-CV funds to be used to prevent, prepare for, and respond to COVID-19. While 6% or $16,847.52 will be dedicated toward Administration and Planning, an RFP may be published for the remaining amount of $263,945.00 for agencies that serve the HIV/AIDS community who can provide essential services and access to supplies. The city will dedicate FY 19/20 funds to support individuals and families affected by HIV/AIDS with supportive services, homeless prevention and short-term rental, mortgage, and utility assistance. In addition, the city will support local agencies in the operation of dedicated units to house individuals and families affected by HIV/AIDS.

4	**Goal Name**	Provide Community and Supportive Services
	Goal Description	The City will utilize $1,928,061.00 of its CDBG-CV funds toward administration and planning, needed services for COVID-19 vulnerable citizens, and support economic development activities that stabilize communities. 2019/2020 funds will support community agencies that provide essential services to low/mod individuals and families with special needs including senior services, mental health services, and job readiness.
5	**Goal Name**	Provide Decent & Affordable Hsg (Rental & Owner)
	Goal Description	Wardelle Street Townhouses will construct 80 townhouse-style units with one, two and three bedrooms for mixed-income families. The amenities will include a community center and outdoor recreation area. In addition, the city will support critical home repairs for eligible individuals and families to help them maintain decent and affordable housing.
6	**Goal Name**	Community Facilities/Infrastructure/Neigh. Revital
	Goal Description	CDBG-CV funds may be used to support necessary building improvements that will facilitate COVID-19 related activities for our vulnerable population and support economic development activities that help to sustain communities during and beyond COVID-19. The city will support economic development and neighborhood revitalization with 2019/2020 capital funds.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City has incorporated several projects into the existing plan to show how it will deploy its allocation of CDBG-CV, ESG-CV, and HOPWA-CV CARES Act funds to prevent, prepare for, and respond to COVID-19.

The grant selection process differed this year as the CDRB was installed to evaluate whether second-year funding would be granted to those agencies that applied and awarded a two-year grant in 2018. Partnering agencies were informed of the new process and funding depended on their ability to meet desired outcomes. There were 18 agencies who met their performance goals, financial metrics, and reporting standards as outlined in their agreement: ESG (5), HOPWA (3), and CDBG (10). These agencies were required to present before CDRB, public meeting to discuss a plan of action toward meeting their performance goals. Those agencies were funded at their FY18 levels. There were 14 agencies who experienced some challenges with meeting the criteria set forth in their agreement. The City and CDRB recognized this as an opportunity to conduct technical assistance and additional training as needed: ESG (1), HOPWA (4), and CDBG (9). Each of the agencies was funded at FY18 levels with conditions for mandatory training, cross-programming/collaboration with other agencies as appropriate, create an Action Plan with the City to address issues. Overall, the agencies' appearances resulted in a great deal of discussion that resulted in strengthening our partnerships.

Projects

#	Project Name
1	CDBG Administration 19/20
2	Homeless Courtyard Bond Payment 2019/2020
3	Rebuilding Together - Rehabilitation
4	St. Jude's Ranch for Children - New Crossings Homeless Youth Families
5	Boys Town Nevada Inc
6	Family Promise of Las Vegas
7	Tech Impact
8	Salvation Army
9	HELP of Southern Nevada
10	Catholic Charities of Southern Nevada - Meals on Wheels
11	Helping Hands of Vegas Valley Inc
12	Jewish Family Service Agency
13	Lutheran Social Services of Nevada

#	Project Name
14	Nevada Partnership for Homeless Youth
15	St. Jude's Ranch - Therapeutic Residential Foster Care
16	Foster Kinship
17	Clark County Law Foundation
18	Clark County Public Education Foundation, DBA The Public Education Foundation
19	Catholic Charities of Southern Nevada - Moving Homeless Closer to Self Sufficiency
20	Community Counseling Center - Adolescent Mental Health
21	Grant A Gift Autism Foundation
22	HESG 2019-2020
23	Community Counseling Center - Case Management Program
24	Community Counseling Center - Community Health Program
25	Women's Development Center
26	HELP of Southern Nevada - No Place Like Home
27	Aid for AIDS Nevada
28	Golden Rainbow - Living With AIDS Housing Program
29	Golden Rainbow - Support Services
30	HOPWA Administration 2019/2020
31	HOME Program Administration 2019/2020
32	2019-2020 HOME CHDO
33	Future CDBG Capital
34	2019-2020 Future HOPWA Programming
35	2019-2020 Future CDBG Public Service Programming
36	Future Affordable Housing HOME 2019-2020
37	CV-Emergency Rental Assistance
38	CV-Building Improvements
39	CV-Emergency Medically Fragile Shelter Operations
40	CV-Emergency Food Assistance
41	2020 - 2021 CV-COVID-19 City of Las Vegas NVH20FHW001 (NV)
42	2020 - 2021 CV-COVID-19 Supportive Services NVH20FHW001 (NV)
43	2020 - 2021 CV-COVID-19 Project Sponsor Admin NVH20FHW001 (NV)
44	2020 - 2021 CV-COVID-19 STRMU NVH20FHW001 (NV)
45	2020 - 2021 CV-COVID-19 Resource Id NVH20FHW001 (NV)

Table 7 - Project Information

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

The City will utilize its CARES Act funds to prevent, prepare for, and respond to COVID-19

Reducing homelessness, community education, and engagement are amongst the top priorities for the

City and the Office of Community Services (OCS). Since OCS redesigned its grant cycle from one year to every two years, the partnering agencies were selected upon the population of applicants that were best aligned with the City's and OCS' strategic priorities.

AP-38 Project Summary

Project Summary Information

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1	**Project Name**	CDBG Administration 19/20
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services Provide Decent & Affordable Hsg (Rental & Owner) Community Facilities/Infrastructure/Neigh. Revital HIV/AIDS Homeless Prevention
	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Affordable Housing Community Facilities, Infrastructure, Improvements
	Funding	CDBG: $1,014,930
	Description	For the administration of the Community Development Block Grant for FY 2018/2019
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	These funds will be used to support the administration of the Community Development Block Grant Program.
2	**Project Name**	Homeless Courtyard Bond Payment 2019/2020
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services Provide Decent & Affordable Hsg (Rental & Owner) Community Facilities/Infrastructure/Neigh. Revital HIV/AIDS Homeless Prevention

	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Affordable Housing Community Facilities, Infrastructure, Improvements
	Funding	CDBG: $1,145,616
	Description	Annual Bond Payment to support the Construction of the Homeless Resource Center.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	This bond payment will be used to obtain funding to support the construction of the Homeless Courtyard
3	**Project Name**	Rebuilding Together - Rehabilitation
	Target Area	CITY LIMITS
	Goals Supported	Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $150,000
	Description	The program will provide low-income homeowners with emergency repair services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Agency will assist 40 low-income seniors with emergency repairs.
	Location Description	City Limits
	Planned Activities	Agency will provide low-income senior citizen homeowners with repairs that may otherwise not be afforded such as faucet replacement, hot water repairs, appliances, windows, toilets, etc.

4	**Project Name**	St. Jude's Ranch for Children - New Crossings Homeless Youth Families
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $44,500
	Description	The program provides housing, intensive case management, independent living skills, job search assistance, and other supportive services to homeless youth (ages 18-24)
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	New Crossings will provide services to approximately 25 homeless youth (ages 18-24).
	Location Description	City Limits
	Planned Activities	Individuals will work one-on-one with the staff career coach to help them identify barriers to employment and learn how they can obtain successful employment. During the program, individuals will learn employer expectations, how to build resumes, search for job opportunities and apply for jobs. The career coach acts as an "employer liaison" between employer and client, which helps the individual find the best opportunities that lead to sustainable employment.
5	**Project Name**	Boys Town Nevada Inc
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $82,018
	Description	Boys Town Nevada Care Coordination Services Plus Comprehensive case management delivered in the home, school, and in the community. The program links families to critical services to enhance their ability to provide safe, stable, and nurturing the home environment.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	Boys Town Nevada will provide case management in the home, school, and in the community to approximately 18 low-moderate income families.
	Location Description	City Limits
	Planned Activities	Provide family-centered case management services to homeless families, whose household incomes are 80% or below Area Median Income. By providing case management services to eligible families, Boys Town Nevada will assist parents in navigating community, public, social and mental health services. Services aid in equipping families to successfully transition from homelessness to a home of their own, building protective factors and accessing health services, thereby increasing their self-sufficiency, well-being and safety.
6	**Project Name**	Family Promise of Las Vegas
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $19,500
	Description	The Bridge Home - Provides intense case management services including an assessment of needs, development of a responsibility plan for each family, monitoring of all goals set and assistance and advocacy for the families.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Bridge Home will provide intense case management services to approximately 19 families.
	Location Description	City Limits
	Planned Activities	The Bridge Home - Provides intense case management services to include an assessment of needs, development of a responsibility plan for each family, monitoring of all goals set and advocacy for the families' accomplishment of their identified goals thereby helping homeless families with children return to sustainable housing.
	Project Name	Tech Impact

7	**Target Area**	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $17,000
	Description	CXWorks Customer Service Call Center Training for Young Adults & Veterans at Risk for Lifelong Poverty - Provides young adults and veterans with the needed skills, experience, and support to secure and retain full-time employment in in-demand entry-level call center customer service positions (Call Center Customer Representative).
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	In Fiscal Year 2019-2020, 36 CLV eligible students will graduate from three cohorts.
	Location Description	City Limits
	Planned Activities	The program provides customer service and technical skills training and professional/soft skills training. Every Friday, corporate volunteers present topics including Financial Management, Resume Writing, Interviewing, Leadership, and Professionalism. Students are paired with a mentor, typically a call center professional, for the full 8-week program to improve their chances for success. Throughout the program, the students have numerous opportunities to network with industry professionals. Each student graduates with a career toolkit: a resume, cover letters, references, and thank you letters, a LinkedIn account, and over 100 professional contacts. Our staff cultivates relationships with recruiters and hiring organizations and distributes job opportunities to graduates through email and social media. Our local Career Development Associate cultivates partnerships with regional organizations to increase job opportunities for our students and to facilitate networking among alumni.
8	**Project Name**	Salvation Army
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $99,500

	Description	Career Corner - Supports the Vocational Training Program to serve homeless, at-risk homeless, and low-income adults. The program provides essential employment skills, job readiness, life skills and financial management training, on-the-job training, occupational training, job search, job placement, case management, and supportive services to homeless, at risk of homeless and low-income adults.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Career Corner will provide services to approximately 50 homeless, at-risk homeless and low-income adults.
	Location Description	City Limits
	Planned Activities	Providing employment services to eligible clients, the Salvation Army will assist them in accessing employment resources and opportunities to develop the skills needed to secure employment. Services aid in equipping the homeless population to secure employment that pays a living wage and permanent housing, thereby increasing their self-sufficiency.
9	**Project Name**	HELP of Southern Nevada
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $34,500
	Description	Emergency Resources Center - Provides services to homeless, at-risk, and low-income households and includes housing assistance, homeless prevention, rapid rehousing, permanent supportive housing, and No Place Like Home, a housing program for people living with HIV/AIDS.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This funding will serve approximately 7 clients.
	Location Description	City Limits

	Planned Activities	Provide short to medium term rental assistance to eligible households. Rental assistance will not exceed 12 months. Participants meet with their Intensive Case Manager a minimum of once a week and in some situations up to 2-3 times weekly. The ICM and participants work together as a team to address presenting issues such as a lack of income, needed medical care, food, identification, etc. Help families re-enter the workforce, establish dependability, and move towards independence. Participate in educational services that help to improve literacy levels, obtain GEDs, and improve computer skills. Behavioral health services support the participant in their recovery and addressing mental health issues, which in turn, improves their ability to secure and retain employment.
10	**Project Name**	Catholic Charities of Southern Nevada - Meals on Wheels
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $52,000
	Description	The program will deliver seven nutritious meals, fruit and milk to approximately 37 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 homes.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Meals on Wheels - delivers seven nutritious meals, fruit and milk to approximately 15 homebound seniors. In addition to the weekly delivery, a wellness check is provided along with pet food if requested. This has allowed homebound seniors to remain living independently in their homes.
	Location Description	City Limits
	Planned Activities	Include but is not limited to nutritionally balanced frozen meals, fresh fruit, and milk. If a senior requires a modified textured meal or has a special dietary restriction, accommodations will be made to meet their individual needs
11	**Project Name**	Helping Hands of Vegas Valley Inc
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services

	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $49,500
	Description	Senior Coordinated Transportation Program - The goal of the proposed project is to serve an additional 200 low-income seniors through the currently existing transportation program. The program currently provides between 15,000-20,000 safe rides to 900 seniors per year as they travel to medical appointments and other necessary errands.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The goal of the proposed project is to serve an additional 200 low-income seniors through the currently existing transportation program.
	Location Description	City Limits
	Planned Activities	Take clients to medical appointments, grocery shopping, and other necessary errands. Clients are assessed with an in-home visit and then can start to schedule rides with our scheduling department.
12	**Project Name**	Jewish Family Service Agency
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $37,000
	Description	Senior Lifeline - Provides services and assistance for low-income vulnerable seniors. The Las Vegas Senior Lifeline Program is a case management driven, support service program for low-income seniors of all faiths and cultural traditions.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Senior Lifeline will provide services and assistance to approximately 120 low-income vulnerable seniors. The Las Vegas Senior Lifeline Program is a case management driven, support service program for low-income seniors of all faiths and cultural traditions.
	Location Description	City Limits

	Planned Activities	Assist low- and moderate-income seniors with no-cost supportive services in an effort to increase their ability to age in place. Services provided include Access to Nutritious Food, Medical Support, Homemaking Services, Case Management and Resource Referrals.
13	**Project Name**	Lutheran Social Services of Nevada
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $21,727
	Description	Heart of the City Senior Meal Program - Provides free meals five days per week at two locations to seniors aged 60 and older. In addition to receiving meals, the clients served through this program avoid isolation and keep their independence by having the opportunity to socialize, make friends, and have access to other supportive services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Heart of the City Senior Meal Program will provide free meals five days per week at two locations to approximately 75 seniors aged 60 and older. In addition to receiving meals, the clients served through this program avoid isolation and keep their independence by having the opportunity to socialize, make friends, and have access to other supportive services.
	Location Description	City Limits
	Planned Activities	The Program will reduce food insecurity and increase independence for seniors aged 62 and older by providing free and nutritious meals five days per week.
14	**Project Name**	Nevada Partnership for Homeless Youth
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $54,217
	Description	Safe Place: Youth Outreach & Intervention Program - An outreach, education, and referral program that provides easily accessible crisis intervention services to abused, neglected, abandoned, and other children and teens in need of immediate help and safety.

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Safe Place Youth Outreach & Intervention Program will provide easily accessible crisis intervention services to abused, neglected, abandoned, and other children and teens in need of immediate help and safety. This will serve approximately 55 youth.
	Location Description	City Limits
	Planned Activities	Provide mobile crisis intervention services and a crisis hotline to eligible youth in crisis with immediate support and link them to services that meet their unique needs and circumstances. Services aid in equipping youth with tools and resources to address their immediate needs, thereby increasing their safety and stability.
15	**Project Name**	St. Jude's Ranch - Therapeutic Residential Foster Care
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $23,750
	Description	This program will provide shelter, emergency services, and therapy to foster children who are removed from their homes in Las Vegas.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Therapeutic Residential Foster Care will provide shelter, emergency services, and therapy to approximately 7 foster children who are removed from their homes in Las Vegas.
	Location Description	City Limits
	Planned Activities	Each child lives in an onsite Family Home with their siblings and each Family Home is staffed by a Youth Care Provider and assistant. Youth Care providers are responsible for the daily supervision of the children and ensuring that each child is learning the new needed skill to become a productive member of the home. Youth care providers also ensure that each child attends therapy, goes to school and attends court meetings and family visitation.
16	**Project Name**	Foster Kinship
	Target Area	CITY LIMITS

	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $24,200
	Description	Kinship Navigator Program - services include the kinship resource center, telephone helpline, resource locator tool, application assistance, case management, emergency resources, financial support, support groups, parenting classes, and family events.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Kinship Navigator Program will provide services including access to the kinship resource center, telephone helpline, resource locator tool, application assistance, case management, emergency resources, financial support, support groups, parenting classes, and family events. It will serve approximately 200 families.
	Location Description	City Limits
	Planned Activities	Provide support, information, and resources to eligible kinship families to improve the quality of life for children in kinship care and minimize the number of children who enter the foster care system. Services aid in equipping kinship caregivers with the tools and resources needed to provide safe, permanent and nurturing homes for children in their care, thereby increasing safety, permanency and well-being outcomes for children in out-of-home placement.
17	**Project Name**	Clark County Law Foundation
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $18,000
	Description	Teen Court - TRIAL BY PEERS - Allows first time juvenile offenders charged with misdemeanors to be tried, defended, and sentenced by their peers and the only participating adult in the proceedings is the judge. Based on the principles of restorative justice, TBP teaches youth about accountability, community involvement, and our judicial process.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	Teen Court - TRIAL BY PEERS will serve approximately 63 first time juvenile offenders charged with misdemeanors to be tried, defended, and sentenced by their peers and the only participating adult in the proceedings is the judge. Based on the principles of restorative justice, TBP teaches youth about accountability, community involvement, and our judicial process.
	Location Description	City Limits
	Planned Activities	CCLF will engage eligible youth in one of three program activities: the defendant, peer counselor and/or juror. CCLF will provide youth defendants with court diversion services and an opportunity to serve as a juror and will receive training to become peer counselors. All youth will also engage in community service activities.
18	**Project Name**	Clark County Public Education Foundation, DBA The Public Education Foundation
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $24,067
	Description	Family Learning for Academic Success and Economic Stability - Supports children's sustained educational outcomes by teaching parents how to use home literacy and numeracy strategies, positive parenting skills, and leadership, advocacy, and employability skills to create a stable, academically supportive home and an actively engaged parent-school relationship.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will support 24 families
	Location Description	City Limits

	Planned Activities	The Public Education Foundation will provide parents and guardians with no-cost services which include: the 32-week Family Learning Program and access to Andson's financial literacy workshops to increase financial literacy and career skills. Services must be provided to the City of Las Vegas residents and parents/guardians must have a student that attends on the following elementary schools: Crestwood Elementary School and J.T McWilliams Elementary School.
19	**Project Name**	Catholic Charities of Southern Nevada - Moving Homeless Closer to Self Sufficiency
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $40,000
	Description	This program will engage with clients through homeless outreach. Clients will be engaged in services and programs such as Renewing Hope for Men. Renewing Hope is an intensive case management program designed to break the cycle of homelessness by introducing life skills and job readiness education. During the process, clients will be enabled the opportunity to eliminate barriers to employment such as lack of birth certificates, identification, and social security cards.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Program will provide homeless outreach and intensive case management for 50 clients, 50 ID's/Birth Certificates
	Location Description	City Limits
	Planned Activities	Services to be provided include Homeless Outreach, Intensive Case Management, Education and purchasing of bus passes, identification and/or birth certificates.
20	**Project Name**	Community Counseling Center - Adolescent Mental Health
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $33,500

	Description	This program promotes the healthy functioning of individuals, families, and communities through professional behavioral health services in a safe environment. Provides mental health and substance abuse counseling, psychiatry and medication management, case management, HIV supportive services, free rapid HIV testing and support/wellness groups.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Adolescent Mental Health - promotes the healthy functioning of individuals, families, and communities through professional behavioral health services in a safe environment. Provides mental health and substance abuse counseling, psychiatry and medication management, case management, HIV supportive services, free rapid HIV testing and support/wellness groups. This program will serve approximately 12 individuals.
	Location Description	City Limits
	Planned Activities	Community Counseling Center staff will conduct intake assessments, provide crisis intervention and support, and provide both group and individual therapy sessions to disadvantaged and at-risk adolescents. Clients will receive mental health counseling, substance abuse treatment, and referrals based on their individual needs. Licensed counselors will utilize evidence-based practices to assist clients in developing strategies and techniques to manage mental health symptoms and stress caused by the disease. Clients will remain enrolled in the program for ongoing individual and/or group therapy until a discharge decision is made between the client and counselor.
21	**Project Name**	Grant A Gift Autism Foundation
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $69,250
	Description	TeenWORKS Vocational Program - Vocational/Transition program serving individuals 13-22 years of age, on the autism spectrum, that are currently enrolled in middle/high school. Along with helping young adults gain vocational work skills in multiple settings, individuals in the program have the potential to gain the social and life skills required for a successful transition into paid working positions and other areas of adulthood.

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	TeenWORKS Vocational Program - Vocational/Transition program serving individuals 13-22 years of age, on the autism spectrum, that are currently enrolled in middle/high school. Along with helping young adults gain vocational work skills in multiple settings, individuals in the program have the potential to gain the social and life skills required for a successful transition into paid working positions and other areas of adulthood. This program will serve approximately 20 individuals.
	Location Description	City Limits
	Planned Activities	Teens and young adults with autism will gain the job readiness skills required for a successful transition into paid working positions and other areas of adulthood. The TeenWORKS program runs in 3-month sessions, wherein teens are assigned to a partnered community site with the support of a Job Coach. At the end of the 3-months, and based off client progress, teens will then rotate through a different community site (totaling 4 different work placements) to have exposure and master a comprehensive amount of working skills.
22	**Project Name**	HESG 2019-2020
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	ESG: $441,833
	Description	Administration: $33,137 Rapid Re-housing: $213,088 Emergency Shelter: $104,577.00 Homeless Prevention: $75,000 Future Programming: 16,031
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 259 clients will be served with ESG funding. ESG dollars will fund the following agencies for FY 2019/2020: HELP of Southern Nevada - Emergency Resource Services - 5 clients. Help of Southern Nevada - Shannon West Homeless Youth Center - 44 clients. Lutheran Social Services - H.O.M.E. - 15 clients. Salvation Army - Rapid Rehousing - 18 clients. Shade Tree - Emergency Shelter - 162 clients. St Jude's Ranch for Children - Crossings - 15 clients.
	Location Description	City Limits
	Planned Activities	
23	**Project Name**	Community Counseling Center - Case Management Program
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $60,000
	Description	Case Management Program - Promotes the healthy functioning of individuals, families, and communities through and professional behavioral health services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will serve approximately 200 individuals and families affected by HIV/AIDS.
	Location Description	City Limits
	Planned Activities	Case Management Program – Provides essential case management services to ensure that all HOPWA-eligible clients are receiving the appropriate linkages to services and housing-related assistance in a timely manner
24	**Project Name**	Community Counseling Center - Community Health Program
	Target Area	CITY LIMITS

	Goals Supported	Educational enrichment services & supportive prgms HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $40,000
	Description	Community Health Program - Promotes the healthy functioning of individuals, families, and communities through affordable, sensitive, and professional behavioral health services in a safe environment. CCC will staff 1 FTE Counselor to conduct intake assessments, provide crisis intervention and support, and provide both group and individual therapy sessions to disadvantaged and at-risk individuals who are infected or affected by HIV/AIDS.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will serve approximately 17 individuals and families affected by HIV/AIDS.
	Location Description	City Limits
	Planned Activities	Community Health Program - To conduct intake assessments, provide crisis intervention and support, and provide both group and individual therapy sessions to disadvantaged and at-risk individuals who are infected or affected by HIV/AIDS.
25	**Project Name**	Women's Development Center
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $200,000
	Description	HOPWA Housing Opportunities - Provides affordable housing to low-income people in the local HIV Care Continuum. Helps to prevent homelessness through housing counseling efforts.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing to approximately 30 individuals and families affected by HIV/AIDS
	Location Description	City Limits
	Planned Activities	HOPWA Housing Opportunities – Provides safe, sanitary, and habitable affordable housing to low-income people in the local HIV Care Continuum.
26	**Project Name**	HELP of Southern Nevada - No Place Like Home
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services HIV/AIDS Homeless Prevention
	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $387,794
	Description	No Place Like Home - The program goal is to help improve health outcomes for People Living With HIV/AIDS (PLWHA) by providing safe, sanitary, and habitable housing, that allows the participant to remain and/or engage in medical care and other needed supportive services
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing to approximately 30 individuals and families affected by HIV/AIDS and who are homeless or at-risk of being homeless.
	Location Description	City Limits
	Planned Activities	No Place Like Home - The program goal is to help improve health outcomes for people living with HIV/AIDS by providing safe, sanitary, and habitable housing that allows the participant to remain and/or engage in medical care and other needed supportive services.
27	**Project Name**	Aid for AIDS Nevada
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services

	Funding	HOPWA: $400,000
	Description	AFAN Housing Project - Provides short and long-term housing assistance, emergency financial assistance, supportive services, and mental health services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will providing housing and services to approximately 245 individuals and families affected by HIV/AIDS.
	Location Description	City Limits
	Planned Activities	AFAN Housing Project - Provides the following services to support clients in obtaining and maintaining stable, safe and affordable housing: short and long-term housing assistance, emergency financial assistance, supportive services, mental health services, and case management.
28	**Project Name**	Golden Rainbow - Living With AIDS Housing Program
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $100,000
	Description	Living With AIDS Housing Program - Provides financial assistance in the form of one-time payments of rent to prevent eviction due to their medical condition. Additionally, the program provides clients with permanent housing placement assistance, housing operations, and support services
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing assistance to approximately 87 individuals and families affected by HIV/AIDS.
	Location Description	City Limits

	Planned Activities	Living With AIDS Housing Program - Provides financial assistance in the form of security deposits, first and last month's rent, and move-in expenses to support people living HIV/AIDS to secure permanent long-term housing
29	**Project Name**	Golden Rainbow - Support Services
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $50,000
	Description	Living With AIDS Support Services - Provides financial assistance in the form of checks to assist clients with public transportation to get to job interviews, covers fees for mandatory background checks, Sheriff, health and TAM cards, legal records retrieval and continuing education and extension courses. Also, the program helps pay for necessary work uniforms, specialty work shoes, basic tools, and job-specific supplies
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide services to approximately 216 individuals and families affected by HIV/AIDS.
	Location Description	City Limits
	Planned Activities	Golden Rainbow provides financial assistance in the form of checks to assist clients with public transportation to get to job interviews, covers fees for mandatory background checks, Sheriff, health and TAM cards, legal records retrieval and continuing education and extension courses. Also the program provides assistance to clients who land a new job but have an inability to pay for necessary work uniforms, specialty work shoes, basic tools and job-specific supplies.
30	**Project Name**	HOPWA Administration 2019/2020
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Provide Community and Supportive Services
	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services

	Funding	HOPWA: $51,389
	Description	For the Administration of the HOPWA program.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Aid for AIDS Nevada – 246 individuals and families affected by HIV/AIDS Community Counseling Center (Case Management) – 200 Community Counseling Center (Community Health) – 17 Golden Rainbow (Housing Program) – 87 Golden Rainbow (Supportive Services) – 216 HELP of Southern Nevada (No Place Like Home) – 30 Women's Development Center - 30
	Location Description	City Limits
	Planned Activities	The Housing Opportunities for Persons with AIDS program is administered by the Office of Community Services City of Las Vegas department (OCS).
31	**Project Name**	HOME Program Administration 2019/2020
	Target Area	CITY LIMITS
	Goals Supported	Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Affordable Housing
	Funding	HOME: $201,902
	Description	To administer the HOME Program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funding will support the administration of the HOME Program.
32	**Project Name**	2019-2020 HOME CHDO
	Target Area	CITY LIMITS
	Goals Supported	Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Affordable Housing

	Funding	HOME: $302,853
	Description	Funds will be used for affordable housing projects awarded to the city's CHDO, currently Nevada Hand
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
33	**Project Name**	Future CDBG Capital
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $2,136,484
	Description	These funds will support future CDBG eligible construction projects
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	This funding will support future CDBG eligible construction projects.
34	**Project Name**	2019-2020 Future HOPWA Programming
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $423,784
	Description	To be allocated to future HOPWA projects
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To be allocated to future HOPWA projects
35	**Project Name**	2019-2020 Future CDBG Public Service Programming
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $16,969
	Description	These funds will be provided to public service programming identified during the 2019-2020 FY.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Future CDBG Public Services
36	**Project Name**	Future Affordable Housing HOME 2019-2020
	Target Area	CITY LIMITS
	Goals Supported	Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Affordable Housing
	Funding	HOME: $1,514,266 LIHTF: $912,315 State HOME: $408,025

	Description	Funding for future affordable housing projects.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funding for future affordable housing projects.
37	**Project Name**	CV-Emergency Rental Assistance
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG-CV: $1,004,241
	Description	Provide emergency rental assistance to the City of Las Vegas residents who are in danger of becoming homeless due to their inability to pay their monthly rent due to a financial hardship associated with COVID-19. Assistance is up to three months and will be paid directly to the landlord.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The City of Las Vegas anticipates serving up to 203 households whose incomes are between 50%-80% AMI.
	Location Description	
	Planned Activities	Provide emergency rental assistance to the City of Las Vegas residents who are in danger of becoming homeless due to their inability to pay their monthly rent due to a financial hardship associated with COVID-19. Assistance is up to three months and will be paid directly to the landlord.
38	**Project Name**	CV-Building Improvements
	Target Area	CITY LIMITS
	Goals Supported	Community Facilities/Infrastructure/Neigh. Revital
	Needs Addressed	Community Facilities, Infrastructure, Improvements

	Funding	CDBG-CV: $150,000
	Description	Improve 1581 N Main Street building to facilitate the delivery of COVID-19 health-related services to vulnerable citizens
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Once improvements are completed, COVID-19 health-related services will be carried out for vulnerable citizens.
	Location Description	
	Planned Activities	Once improvements are completed, COVID-19 health-related services will be carried out for vulnerable citizens.
39	**Project Name**	CV-Emergency Medically Fragile Shelter Operations
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG-CV: $1,616,460
	Description	Provide COVID-19 health-related services to vulnerable citizens and administration costs.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The City anticipates providing COVID-19 health-related for up to 100 vulnerable citizens
	Location Description	1581 N Main Street
	Planned Activities	The City will use these funds to support COVID-19 health-related services to be administered by multiple service providers.
40	**Project Name**	CV-Emergency Food Assistance
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG-CV: $311,601

	Description	Support food distribution to individuals and families adversely impacted due to COVID-19
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Food distribution for up to 250 individuals and families adversely impacted due to COVID-19
	Location Description	
	Planned Activities	Food distribution for up to 250 individuals and families adversely impacted due to COVID-19
41	**Project Name**	2020 - 2021 CV-COVID-19 City of Las Vegas NVH20FHW001 (NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA-CV: $16,847
	Description	Support agencies and programs that serve the HIV/AIDS community and can provide essential services and supplies as well as grantee admin costs.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
42	**Project Name**	2020 - 2021 CV-COVID-19 Supportive Services NVH20FHW001 (NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA-CV: $65,986

	Description	The agency selection is TBD. Provide supportive services to the HIV/AIDS community to prevent, prepare for, and respond to COVID-19.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	
	Planned Activities	TBD
43	**Project Name**	2020 - 2021 CV-COVID-19 Project Sponsor Admin NVH20FHW001 (NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA-CV: $65,986
	Description	The agency section is TBD. Project Sponsor Admin to manage programs and services carried out to the HIV/AIDS community to prevent, prepare for, and respond to COVID-19
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	
	Planned Activities	TBD
44	**Project Name**	2020 - 2021 CV-COVID-19 STRMU NVH20FHW001 (NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA-CV: $65,986

	Description	The agency selection is TBD. STRMU assistance to be carried out to the HIV/AIDS community to prevent, prepare for, and respond to COVID-19
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	
	Planned Activities	TBD
45	**Project Name**	2020 - 2021 CV-COVID-19 Resource Id NVH20FHW001 (NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA-CV: $65,986
	Description	The agency selection is TBD. Assist citizens of the HIV/AIDS community in resource identification to prevent, prepare for, and respond to COVID-19
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	
	Planned Activities	TBD

AP-50 Geographic Distribution – 91.220(f)

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

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

Geographic Distribution

Target Area	Percentage of Funds
CITY LIMITS	80

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

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

The City remains committed to applying for Neighborhood Revitalization Strategy Areas as mentioned in the Consolidated Plan

Discussion

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

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Las Vegas will utilize CDBG, ESG, HOME and LIHTF funds to increase and sustain the number of affordable housing units, as well as help low-income residents, maintain their housing. The City monitors recipients of rental housing and inspections are conducted to ensure units meet the required standards. The City's affirmative marking policies and procedures mirror HUD's HOME affirmative marketing requirements and the city monitors recipients affirmative marking activates.

One Year Goals for the Number of Households to be Supported	
Homeless	18
Non-Homeless	80
Special-Needs	87
Total	185

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	105
The Production of New Units	80
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	185

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

Discussion

The City will continue to work toward providing and maintaining affordable housing stock by assisting low-income residents with affordable units and rehabilitation programs, rental assistance, including placement is also provided through funding from our Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with Aids (HOPWA)

AP-60 Public Housing – 91.220(h)

Introduction

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

The Southern Nevada Regional Housing Authority (SNRHA) continues to utilize its Capital Fund Program (CFP) for the required capital improvements. The SNRHA CFP Funds is one of the financing tools to fund comprehensive modernization and new construction under the Rental Assistance Demonstration (RAD) Program and Mixed Finance Program.

Following the ECT Master Plan the SNRHA submitted in May 2018 a 9% Low Income Housing Tax Credits Application and a Mixed-Finance Proposal to HUD and the NV Housing Division to develop one of the vacant lots. The proposed Wardelle Street Townhouses Project entails the financing for the new construction of approximately (57) family units, and a Community Center/Management Office/Maintenance.

Building to be located on a portion of the site of the former Ernie Cragin Terrace (NV210/AMP305portion off) public housing development located at the corner of Wardelle and Bonanza APN Nos 139-25-410-039/139-25-410-040 /139-25-410-041 totaling 7.73 acres. Approximately 1.5 acres fronting Bonanza Road or Harris Street will be available for future construction of the City of Las Vegas proposed Early Childhood Education Center. The City of Las Vegas has recently named this future center as the Strong Start Academy at Wardelle. The proposed unit mix will be 20-1 bedroom units, 27 2-bedroom units and 10 3-bedroom units which includes 20 public housing at <30% AMI, 22 project based vouchers (9 at <30% & 13 at <50% AMI), 15 tax credits (3 at <50% & 9 at <60% AMI) and 3 unrestrictive apartments targeted to low-income families continuing on their path to self-sufficiency. The creation of these townhomes will help meet the need for affordable housing in the City of Las Vegas and will complement the City's proposed plan for an early childhood educational facility and the County's new East Las Vegas Branch public library which is currently under construction on the adjacent parcel. The proposed Wardelle Street townhomes will serve as a stimulus for other developments in the vicinity and promote a more vibrant neighborhood environment. SNRHA will self-develop this project

A Request For Proposal was issued in February 2019 for General Contractor Construction Management Contract for the Comprehensive Modernization of a 200 Unit Senior Housing Complex at James Down Towers. The RFP closes the Spring of 2019. An architectural firm will be assigned by the SNRHA to work in conjunction with the General Contractor in providing a design to upgrade this facility.

The SNRHA has issued a Request For Qualifications for a Master Developer For Mixed Income Re-Development of Marble Manor. The developer will be required to provide a master plan, entitlement and environmental assessment for the redevelopment of the Marble Manor public housing site consistent with the UNLV HUNDRED YEAR Plan for the Historic Westside Community final report dated May 2016 and the City of Las Vegas Downtown Master Plan Vision 2045. This proposed redevelopment will occur on a site over 35 acres and introduce mixed-income housing and related

facilities adjacent to the downtown of the City of Las Vegas.

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

Through 2018, the grant funded Resident Opportunities Self Sufficiency – Family Self Sufficiency (ROSS-FSS) program served 404 voluntary participants alongside 42 Housing Choice Voucher (HCV) mandatory participants. Escrow disbursements through that period totaled $299,088 to 41 graduates.

Southern Nevada Regional Housing Authority (SNRHA) partners with over 50 agencies through the Program Coordinating Committee (PCC) empowering residents to gain resources and referrals for workforce development and employment training, financial literacy, education, social services, life skills training, healthcare, and more. The purpose of the PCC is to obtain and provide resources to address the challenges faced by FSS participants. Partnerships arrive through letters of agreement and Memorandums of Understanding (MOU). SNRHA expects to expand its Community Partners program with public, private, and faith-based agencies.

Some highlights in employment skill opportunities come through resident participation in the H.U.D. program titled "Section 3". SNRHA residents are given opportunity to gain employable skill as they're hired by local contractors providing services to SNRHA properties in the areas of construction and pest control. Skills obtained through this opportunity allow SNRHA residents to increase income breaking down a major barrier to home ownership.

T-Mobile partners with SNRHA to provide internet services and tablet computers to 600 residents allowing access to work search, training, personal financial transactions, and

SNRHA utilizes two programs allowing residents to access home ownership: Housing Choice Voucher Program; and, the Public Housing Program. Each program continues to assist low-income families to reach the dream of owning a home. The Section 8 Homeownership Program allows FSS Households to use Section 8 vouchers towards a home mortgage payment. Seminars are provided on home purchasing and staff provide credit counseling.

In the future SNRHA hopes to expand promote self-sufficiency and homeownership for residents, families, and the seniors served utilizing greater support from the private sector and community. The Southern Nevada Regional Housing Authority partners with

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

provided or other assistance

The Southern Nevada Regional Housing Authority is not designated as troubled by HUD.

Discussion

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

Introduction

The following sections describe how the City plans to address Homeless and Other Special Needs through its ongoing participation in Regional Homeless Coordination efforts and community partnerships.

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

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

The City utilizes its ESG funds to support agencies who provide case management services; services include assessing the needs of homeless persons and assisting them with applying for mainstream public benefits including TANF, Food Stamps, Medicaid, SSI, SSD, and Veterans benefits. In addition, the City's ESG allocation will support eligible costs for engagement, case management, emergency health and mental health services, transportation, and services for special populations.

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

Nevada Partnership for Homeless Youth, a City CDBG subrecipient and community partner, will provide crisis intervention services to vulnerable youth ages 12-18. Their services include mobile crisis intervention, a crisis hotline, linkages to services that meet their unique needs and circumstances. These services aid in equipping youth with tools and resources to address their immediate needs, thereby increasing their safety and stability. In addition, at the May 15, 2019 City Council Meeting the Las Vegas City Council adopted the Southern Nevada Plan to end Homelessness in which the City of Las Vegas was a collaborative partner.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City funds two shelters with ESG funding, HELP of Southern Nevada's Shannon West Homeless Youth Center which provides emergency shelter, transitional housing to homeless and at-risk youth ages 16 to 24; and The Shade Tree which provides safe and sanitary accommodations to homeless women, children and youth. ESG funds for the 2019-2020 PY will also continue to support both HELP of Southern

Nevada and The Salvation Army's rapid rehousing programs, which are designed to rehouse participants who have recently become homeless due to an unforeseen crisis.

The Courtyard was established as a safe environment for homeless individuals to access services and a safe place to sleep at night. As of August 2018, the Courtyard has stayed open 24 hours a day, 7 days a week. The City of Las Vegas also plans to expand the Courtyard, which will include a day center, showers, toilets and laundry facilities.

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

The City is an active member of the Southern Nevada Homelessness(SNH) CoC Board and is involved in the regional strategic planning efforts to reduce chronic homelessness. The SNH CoC Board has adopted the HELP HOPE HOME Plan that provides guidance for regional planning efforts and reports progress toward regional establishes goals. The plan defines core strategies and details an implementation schedule to reduce homelessness. Those strategies and their objectives, along with the activities that support them, form our local agenda to reduce homelessness in Southern Nevada. Along with the agencies previously mentioned, the City also supports homeless prevention programs by funding Lutheran Social services and St. Jude's in providing serving homeless and at-risk individuals with rental assistance and permanent supportive housing.

Boys Town Nevada, a CDBG subrecipient and community partner, will provide family-centered case management services to homeless families. Services include assisting parents in navigating community, public, social and mental health services. These critical interventions aid in equipping families to successfully transition from homelessness to a home of their own, building protective factors and accessing health services, thereby increasing their self-sufficiency, well-being and safety. In working towards these goals, Boys Town Nevada will contribute to the city of Las Vegas' strategic priorities of reducing homelessness, increasing housing stability and improving access to supportive services.

Educational and skill supplementation for the City's homeless citizens is the objective of our CDBG recipient and community partner, The Salvation Army. They will provide vocational training services to homeless individuals and assist in accessing employment resources and opportunities to develop the skills needed to secure employment. These services aid in equipping the homeless population to secure employment that pays a living wage and permanent housing, thereby increasing their self-sufficiency. Program participants will be referred to an agency owned apartment or other permanent

housing programs after securing employment.

As the City focuses on reducing homelessness, its ongoing partnership with Help of Southern Nevada remains an invaluable alliance for providing rapid rehousing for at risk homeless. Their services include short to medium term rental assistance and intensive case management. Their program also provides homeless prevention assistance to households at imminent risk of homelessness, which also includes short-term rental assistance and intensive case management.

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

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

Moreover, plans are underway for the City to expand its public outreach efforts and partnerships that service and bring awareness of reoccurring substance abuse, PTSD, access to mental health services and treatment, housing for citizens re-entering the community after incarceration and discharge from mental health and treatment facilities. Further, the City joined efforts with the Southern Nevada Adult Mental Health Coalition and is a part of Operation Deep Dive, a community-based Veteran Suicide Prevention Study.

The SNH CoC and City will continually explore the adverse impact incarceration has upon the homeless. Studies illustrate incarceration leads to disrupted families, limited economic prospects and criminal activity. In addition, the SNH CoC, in alliance with the Clark County Criminal Justice Coordinating Council and the NV Interagency Council on Homelessness, addresses issues amongst the homeless including mental health and substance abuse issues.

Clark County Law Foundation (CCLF) assists low- and moderate-income youth, ages 12-17 with opportunities to increase their knowledge of the legal system and create positive relationships with those involved. CCLF will engage eligible youth in one of three program activities: the defendant, peer counselor and/or juror. CCLF will provide youth defendants with court diversion services and an opportunity to serve as a juror and receive training to become peer counselors. All youth will also engage in community service activities. By providing hands-on experience with the legal system to eligible youth participants, the Clark County Law Foundation will reduce the playground to prison

pipeline and divert youth from entering the juvenile justice system. Services aid in reducing the number of non-violent offenders entering the juvenile justice system and strengthening the relationship between officers/legal professionals and youth, thereby creating a community-centered approach to diversion.

Discussion

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

AP-70 HOPWA Goals– 91.220 (l)(3)

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	100
Tenant-based rental assistance	50
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	35
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0
Total	185

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

Introduction:

The City's housing programs seek to increase affordable housing opportunities for low-income households. This is done in part by providing gap financing to create affordable rental housing and decreasing energy costs for low-income households through weatherization and energy conservation improvements.

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

See attachment for measures used to assist in maintain and developing affordable housing as required by NRS 278.235

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

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The City's longstanding goals to meet the needs of the underserved have been amplified due to COVID-19. Many of the City's citizens' employment has been reduced or terminated which leads to greater housing instability, economic distress, and food insecurity - especially among extremely low to moderate-income households. Since the vitality of the Las Vegas economy thrives on tourism, which was halted in March due to the pandemic, the City's allocation of CARES Act funds will be used to support the City's efforts to help its citizens maintain housing stability, receive much needed medical services, stabilize communities through economic development initiatives, and serve the special needs of its HIV/AIDs community.

Actions planned to address obstacles to meeting underserved needs

The City will engage in the regional dialogue with the Southern Nevada Homelessness CoC, neighboring communities and service providers to identify and address the needs of the underserved. The SNH CoC is responsible for the regional implementation and evaluation of the HELP HOPE HOME plan to reduce homelessness; while, the City's Homelessness Advisory Committee focuses on connecting street homeless in the urban core to housing and services that provide safety, health and wellness.

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

Catholic Charities will provide homeless outreach, intensive case management, and financial assistance to eligible citizens to help them obtain their identification and/or birth certificates which are items required for obtaining employment, housing or supportive services.

NPHY runs a Safe Place program that maintains and offers a crisis hotline available 24 hours a day, 7 days a week, 365 days a year with a staff of qualified individuals to serve at-risk youth on-call 24-7-365 for crisis response. When called, NPHY will dispatch staff to arrive at Safe Place sites, over 100 in Southern Nevada, within 30 minutes of a youth's arrival. Safe Place addresses many unserved youth with transportation, a means to immediately flee their unsafe situation, connect them to critical services and increase their sense of safety and stability.

Actions planned to foster and maintain affordable housing

Currently, the City is considering two future projects, the rehabilitation of 125 units at 1720 Searles and the construction of 43 new units of affordable housing at 4445 Diamond Drive. The City is working diligently to expand its pool of available Community Housing Development Organizations and is working to identify other projects that will expand and maintain the affordable housing stock in the City of Las

Vegas.

Also, the City has continued to contract with Silver State Fair Housing Council to assist with fair housing education and outreach to housing providers and the community as a whole. Silver State will provide resources to residents, provide training for social service providers, and work individually with clients who may encounter inadequate housing, illness or disability.

Actions planned to reduce lead-based paint hazards

The Las Vegas Lead Hazard Control and Healthy Homes Program (LVLHCHHP) is a 36-month collaborative effort between the City of La Vegas and sub-grantee, the University of Nevada, Las Vegas, Department of Environmental and Occupational Health (DEOH). The program is citywide but is targeting four key zip codes (89101, 89106, 89107, and 89108) in Las Vegas that are known to contain the oldest housing stock as well as underserved households with low income. The primary goal of the LVLHCHHP is to create lead-safe and healthy housing in Las Vegas and reduce the incidence of childhood lead poisoning. Over the next 12 months, the program is projected to evaluate 57 units for lead-based paint hazards and complete lead hazard control and healthy homes activities in 35 homes. Three staff members and five construction workers have received Environmental Protection Agency (EPA) training. The program will continue to provide community education concerning protecting their families from lead in housing and lead-safe work practices.

Actions planned to reduce the number of poverty-level families

The City's continuous efforts to address poverty include funding of educational opportunities, employment training and other programs that assist low and moderate income families in achieving economic independence and self-sufficiency. The City has allocated over 1.5 million in ESG and HOPWA funding to reduce the number of poverty-level families and anti-poverty activities including but not limited to homeless prevention, rapid-rehousing, supportive services and case management to address the issues that are preventing families from moving towards independence. The City will continue to support Reinvent Schools Las Vegas that aims to increase academic achievement and provides wraparound services and family and community engagement at underperforming urban core schools. Another program aligned with reducing the number of poverty-level families is ESG sub recipient, Shannon West Homeless Youth Center. The predominant goal of the Center is to assist homeless and at-risk youth become productive and self-sufficient members of the community. They work to achieve their goals through multi-faceted services including, independent living, education and employment training and financial literacy.

Tech Impact, a City CDBG sub recipient, CXWorks' program purpose is to increase access to education, technical training, and employment opportunities for young adults and veterans who are underemployed or unemployed, disconnected from work and school, and face significant economic or social barriers to advancing in their careers and in life. The training program will provide 8 weeks of

intensive customer service and computer skills training, soft skills development, mentorship, and job preparation and placement assistance to help our students secure and retain in-demand jobs in a call center environment.

Another community partner and CDBG subrecipient is the Public Education Foundation. The will assist low and moderate-income parents and guardians with a no-cost 32-week Family Learning Program and access to financial literacy workshops to increase financial literacy and career skills. Services assist in equipping parents and guardians with the skills to assist their child with key educational concepts and advocate for their children academically, thereby increasing literacy rates and decreasing their achievement gap.

Actions planned to develop institutional structure

The City collaborates and coordinates services and initiatives with a wide range of public and community social service agencies to meet and address the various needs of the community in the upcoming 2019-2020 program period. For instance, the City will continue to facilitate Technical Assistance workshops, providers' training, CDBG training, non-profit symposiums, and Silver State for Housing training. Moreover, the City will use CDBG funds to provide funding to agencies that service low and moderate-income residents with various different needs in the community. The City will also continue its active participation in the Consortium and Southern Nevada CoC meetings.

The City of Las Vegas is dedicated to allocating all grants funding in a manner that is socially responsible and efficient. Recently, the Office of Community Services has extended its grant cycle from one year to two years to allow for continued, uninterrupted support; existing grantees will be re-evaluated at the end of year one to determine if additional funding will be awarded which eliminates the need for a second round of competitive funding and creates a more efficient funding process; agencies can allocate more time and resources to continually improving the service delivery rather than starting and stopping each year; allows agencies to use the more stable funding pattern to better plan for multi-year efforts.

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

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

of Nevada Housing Advisory Committee.

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

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

Discussion:

The City is dedicated to allocating all grants funding in a manner that is socially responsible and efficient. Recently, the Office of Community Services has extended its grant cycle from one year to two years to allow for continued, uninterrupted support; existing grantees will be re-evaluated at the end of year one to determine if additional funding will be awarded which eliminates the need for a second round of competitive funding and creates a more efficient funding process; agencies can allocate more time and resources to continually improving the service delivery rather than starting and stopping each year; allows agencies to use the more stable funding pattern to better plan for multi-year efforts.

Program Specific Requirements

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

Introduction:

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

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

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	133,578
5. The amount of income from float-funded activities	0
Total Program Income:	**133,578**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

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

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

as follows:

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

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

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

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

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

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

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

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

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

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

   Included as Attachment

2. If the Continuum of Care has established centralized or coordinated assessment system that

meets HUD requirements, describe that centralized or coordinated assessment system.

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

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

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

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

The City utilizes a Notice for Applications (NFA) process to aid in identifying the best organizations and projects to provide ESG services and uses ZoomGrants, an online application process for submissions, tracking and monitoring of grant awards. There are two opportunities for ESG applications workshops to provide technical assistance for those interested in applying for ESG funding.

The selection process involves the Community Development Recommending Board (CDRB) comprised of 13 members appointed by the City Council. The CDRB members represent the concerns and opinion of the community in advising the City on the allocation of ESG and other federal funds. Office of Community Services staff review the applications for eligibility and completeness prior to review by the CDRB.

Through a series of open public meetings, and with the assistance of the Office of Community

Services staff, the CDRB reviews applications, applicants, and makes recommendations based upon their perception of the community's needs. The CDRB uses a review process that includes a careful evaluation of each eligible applicant proposal within the context of program design and against program criteria and current objective, both nationally and those outlined in the City's Consolidated Plan. CDRB recommendations are presented to the Las Vegas City Council, a Public Hearing is held before the Las Vegas City Council and afterwards, a final selection of projects for application submission to HUD.

The following planning activities are the same each year although the timing may vary:

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

    i. Review of project applications by review committee and CDRB

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

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

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

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

5. Describe performance standards for evaluating ESG.

The City evaluates the success of ESG programs by reviewing regional performance standards established by the SNH CoC that are captured and reported in the Southern Nevada Homeless Management Information System (HMIS). Agencies routinely enter homeless information in HMIS,

data is recorded in real-time, and is reviewed by staff. Reports from the system assist staff in ensuring ESG compliance with regulations, local written standards, and that program goals are being met.

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

The City of Las Vegas follows the same process for CDBG, ESG, and HOPWA grants. The City provides ongoing information for all grant programs at the following website: https://www.lasvegasnevada.gov/Residents/Grants. The City also encourages local non-profits, churches, and interested parties to sign up to an email notification list where agencies are notified of application enrollment and obtain a greater understanding of the process and requirements for available funding.

The City starts by using a Notice for Applications (NFA) process to help identify the best organizations and projects to provide HOPWA services. ZoomGrants is an online application portal utilized to submit and score applications. The City requires each applicant to attend a HOPWA application workshop, which provides technical assistance for those applying for HOPWA funds. The City works with the Community Development Recommending Board (CDRB) which is an advisory citizen group, appointed by City Council. The CDRB represents the concerns and opinions of the community. They score applications and make recommendations to City Council on the allocation of grant funding. Through a series of open public meeting and with the assistance of the Office of Community Services department, the CDRB reviews potential projects. The review process consists of examining changes in community need, exploring trends, and includes a careful evaluation of each eligible application proposal within the context of the grant. CDRB project recommendations are presented to the Las Vegas City Council during a public hearing. The final selection of projects is submitted to HUD.

The City continues to work with the local Ryan White office to encourage other agencies to apply for HOPWA funds. The City's coordinator is also a member of the Ryan White Planning Council in efforts to collaborate with other providers who assist people living with HIV/AIDS.

Darcell Campbell

From: Robert Sullivan <bsullivan@esf6solutions.com>
Sent: Monday, May 4, 2020 1:23 PM
To: Darcell Campbell
Subject: Re: City of Las Vegas - Public Comment Submission

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.**

Thank you Ms. Campbell, appreciate you getting back to me.

Stay safe and have a great day!!

On Mon, May 4, 2020 at 3:26 PM Darcell Campbell <dcampbell@lasvegasnevada.gov> wrote:

> Good afternoon Mr. Sullivan,
>
> I have received your comment and will include it in our Action Plan for submission to HUD.
>
> Thank you,
>
> Darcell Campbell
>
> Office of Community Services
>
> Community Services Administrator
>
> P. 702.229.2352
>
> ---
>
> **From:** Robert Sullivan <bsullivan@esf6solutions.com>
> **Sent:** Friday, May 1, 2020 1:21 PM
> **To:** dcampbell@lasvegasnevada.gov
> **Subject:** City of Las Vegas - Public Comment Submission

Ms. Campbell,

Thank you for taking the time the other day to direct me to the appropriate pages within your website so that I could review the city of Las Vegas DRAFT HUD 2019-2020 AMENDED ACTION PLAN AMENDED CITIZEN PARTICIPATION PLAN.

By way of introduction, my name is Bob Sullivan and I am a principal in the firm ESF6 Solutions. The ESF6 Solutions team is currently working with local non-profits and private affordable housing developer partners in the State of Nevada to provide viable sustainable housing solutions. Our team has over 50 years of experience in the federal grant administration, the private financial industry, and the development of affordable housing.

Prior to COVID-19 the city had an estimated 16,000 homeless and the shortage of affordable housing was at a crisis level. According to the City of Las Vegas 2020 - 2025 Consolidated Plan there is a need of a minimum of 44,392 affordable housing units. We are now in the midst of a public health pandemic with record breaking unemployment, that will inevitably lead to a new wave of homeless American families.

We understand that the city will need to enhance its existing public service programs to address the inevitable increase in demand for homeless services, emergency financial assistance, and provide funding to its current CoC/subrecipient partners.

"We would like to request that the City of Las Vegas budget a minimum of 50% of its Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, repurpose 100% any unspent FY2019 funds and allocate 50% of its FY2020 funding (CDBG and ESG) towards the emergency construction of affordable units to house existing homeless and to prevent homelessness."

Thank you for your consideration and guidance on this critically important issue facing the community.

Bob Sullivan

(c) 954 325 2102

bsullivan@esf6solutions.com

--

Bob Sullivan
(c) 954 325 2102
bsullivan@esf6solutions.com

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
31

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

SUBJECT:
Discussion for possible action regarding an allocation of $3,082,302 in Community Development Block Grant (CDBG) CARES Act (CDBG-CV) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $3,082,302 of the United States Department of Housing and Urban Development (HUD CDBG CARES Act (CDBG-CV) funds to prevent, prepare for, and respond to COVID-19.

RECOMMENDATION:
Staff recommends approval of the CDBG-CV allocation 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. CDBG-CV, ESG-CV, HOPWA-CV CARES Act FY19-20 Awards

CDBG-CV, ESG-CV, HOPWA-CV

CARES ACT FY19-20 AWARDS

CARES Act Brief: The supplemental Cares Act grant funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19).

Described below are the eligible activities for which the CARES Act funds may be used in response to COVID-19 while meeting HUD's National Objectives and other program eligibility requirements. The list of eligible activities is not all encompassing and is meant to provide an overview of how funds may be used in response to COVID-19. More information is available upon request.

Community Development Block Grant (CDBG-CV): Awarded $3,082,302.00

Eligible Activities:

- Acquire or construct a facility for testing, diagnosis, treatment.
- Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable job retention by low-and moderate-income persons.
- Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide community supportive services to low-income households.
- Provide public services for testing, diagnosis, meal delivery to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

City of Las Vegas Proposed Use:

- ✓ **Building Improvements**: appropriate $150,000 for rehabilitation of the Admin building at 1581 N Main Street to facilitate health-related services to vulnerable citizens;
- ✓ **Emergency Food Assistance:** set aside $311,601.00 for food distribution to families and individuals adversely impacted by COVID-19;
- ✓ **Health-related services:** allocate $1,000,000 to support COVID-19 care for vulnerable citizens;
- ✓ **Homeless Prevention** utilizing $1,004,241 to provide up to 3 months of emergency rental assistance to eligible participants whose incomes are at or below 80% AMI;
- ✓ **Administrative Costs** totaling $616,460 for administration of the CDBG-CV CARES Act grant funds.

Emergency Solutions Grants (ESG-CV): Awarded $1,537,579.00

Eligible Activities:

- Provide homelessness prevention assistance to any individual or family who does not have income higher than 50% AMI and meets the criteria of "at risk of homelessness".
- Offer treatment and supportive services when necessary to assist vulnerable homeless populations.

City of Las Vegas Proposed Use:

- ✓ **Homeless Prevention** utilizing $1,383,821.10 to provide rental and utility assistance up to 6 months for eligible participants whose incomes are at or below 50% AMI.
- ✓ **Administrative Costs** totaling $153,757.90 for administration of the ESG-CV CARES Act grant funds.

Housing Opportunities for Persons with AIDS (HOPWA-CV): Awarded $280,792.00

Eligible Activities:

- Assist HOPWA eligible households in accessing essential services, food, and supplies.
- Educate assisted households on ways to reduce risk of getting sick or spreading infectious disease to others.
- Transportation services to access medical care, supplies, food, and places of employment.
- Provide short-term rent, mortgage, and utility assistance payments for up to 24 months to prevent homelessness.

City of Las Vegas Proposed Use:

- ✓ **Publish an RFP** for agencies to submit applications for use of the remaining $263,944.48 (94%)
- ✓ **Administrative Costs** totaling $16,847.52 (6%) for administration of the HOPWA-CV CARES Act grant funds.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
32

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

SUBJECT:
Discussion for possible action regarding an allocation of $280,792 in Housing Opportunities for Persons with Aids (HOPWA) CARES Act (HOPWA-CV) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $280,792 of the United States Department of Housing and Urban Development (HUD) HOPWA CARES Act (HOPWA-CV) funds to prevent, prepare for, and respond to COVID-19.

RECOMMENDATION:
Staff recommends approval of the HOPWA-CV allocation 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. CDBG-CV, ESG-CV, HOPWA-CV CARES Act FY19-20 Awards
2. Submitted at Meeting - E-comments Read by City Clerk

CDBG-CV, ESG-CV, HOPWA-CV

CARES ACT FY19-20 AWARDS

CARES Act Brief: The supplemental Cares Act grant funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19).

Described below are the eligible activities for which the CARES Act funds may be used in response to COVID-19 while meeting HUD's National Objectives and other program eligibility requirements. The list of eligible activities is not all encompassing and is meant to provide an overview of how funds may be used in response to COVID-19. More information is available upon request.

Community Development Block Grant (CDBG-CV): Awarded $3,082,302.00

Eligible Activities:

- Acquire or construct a facility for testing, diagnosis, treatment.
- Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable job retention by low-and moderate-income persons.
- Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide community supportive services to low-income households.
- Provide public services for testing, diagnosis, meal delivery to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

City of Las Vegas Proposed Use:

- ✓ **Building Improvements**: appropriate $150,000 for rehabilitation of the Admin building at 1581 N Main Street to facilitate health-related services to vulnerable citizens;
- ✓ **Emergency Food Assistance:** set aside $311,601.00 for food distribution to families and individuals adversely impacted by COVID-19;
- ✓ **Health-related services:** allocate $1,000,000 to support COVID-19 care for vulnerable citizens;
- ✓ **Homeless Prevention** utilizing $1,004,241 to provide up to 3 months of emergency rental assistance to eligible participants whose incomes are at or below 80% AMI;
- ✓ **Administrative Costs** totaling $616,460 for administration of the CDBG-CV CARES Act grant funds.

Emergency Solutions Grants (ESG-CV): Awarded $1,537,579.00

Eligible Activities:

- Provide homelessness prevention assistance to any individual or family who does not have income higher than 50% AMI and meets the criteria of "at risk of homelessness".
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City of Las Vegas Proposed Use:

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Eligible Activities:

- Assist HOPWA eligible households in accessing essential services, food, and supplies.
- Educate assisted households on ways to reduce risk of getting sick or spreading infectious disease to others.
- Transportation services to access medical care, supplies, food, and places of employment.
- Provide short-term rent, mortgage, and utility assistance payments for up to 24 months to prevent homelessness.

City of Las Vegas Proposed Use:

- ✓ **Publish an RFP** for agencies to submit applications for use of the remaining $263,944.48 (94%)
- ✓ **Administrative Costs** totaling $16,847.52 (6%) for administration of the HOPWA-CV CARES Act grant funds.

Form Name:	City Council Live
Submission Time:	June 3, 2020 9:54 am
Browser:	Chrome 83.0.4103.61 / Windows
IP Address:	98.167.65.174
Unique ID:	620518472
Location:	36.174999237061, -115.13719940186

First Name	Morgan
Last Name	Shah
City Resident	No
Zip Code	89101
Agenda Item Number	32
Choose One	Concerned
Council Comment	On behalf of Nevada Legal Services, I encourage the City to require the agency awarded HOPWA-CV funds to prioritize housing assistance for those currently receiving HOPWA rent assistance through programs that are terminating this year. Please see my email

Submitted at City Council
Date 6/3/20 Item 32
By: E Comment

Stacey Campbell

From: Morgan Shah <mshah@nlslaw.net>
Sent: Wednesday, June 3, 2020 9:53 AM
To: City Council Live
Subject: Agenda Item 32 - June 3, 2020 Meeting

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Good morning.

My name is Morgan Shah, and I am an attorney with Nevada Legal Services, a non-profit legal aid organization serving low-income Nevadans. As a preliminary matter, I want to recognize and thank Kathi Thomas-Gibson and her team for their ongoing work to address homelessness and affordable housing needs in the City of Las Vegas.

With regard to Agenda Item 32, concerning the proposed allocation of HOPWA-CV funds, I encourage the City to require the agency awarded these funds to prioritize housing assistance for those currently receiving HOPWA rent assistance through programs that are terminating this year.

We are informed that HELP of Southern Nevada is terminating its HOPWA rent assistance program as of June 30, 2020, and we have had several clients contact our office because they have leases for units they cannot otherwise afford. Although we are told HELP has made some effort to transition its HOPWA recipients to other programs, there are still some individuals for whom there is currently no plan for continued housing assistance. Moreover, the other local organizations that provide HOPWA assistance have waiting lists, and those being terminated from HELP's program are not currently being given any special consideration that we are aware of. Consequently, there are some number of individuals living with HIV/AIDS who will more than likely face eviction when the moratorium ends, and for whom homelessness could prove fatal in light of the COVID-19 pandemic.

It is imperative that these highly vulnerable individuals not be displaced, and I respectfully request that the City use these funds to maintain housing stability amid this public health crisis for those who rely on assistance that is being taken away through no fault of their own.

Thank you.

Morgan F. Shah, Esq.
Nevada Legal Services
530 S. 6th Street
Las Vegas, Nevada 89101
p: (702) 386-0404 Ext. 126
f: (702) 388-1641
e: mshah@nlslaw.net

Submitted at City Council
Date 6/3/20 Item 32
By: E Comment



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AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
33

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

SUBJECT:
Discussion for possible action regarding an allocation of $1,537,579 in Emergency Solutions Grant (ESG) CARES Act (ESG-CV) funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $1,537,579 of the United States Department of Housing and Urban Development (HUD) ESG CARES Act (ESG-CV) funds to prevent, prepare for, and respond to COVID-19.

RECOMMENDATION:
Staff recommends approval of the ESG-CV allocation 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. CDBG-CV, ESG-CV, HOPWA-CV CARES Act FY19-20 Awards

CDBG-CV, ESG-CV, HOPWA-CV

CARES ACT FY19-20 AWARDS

CARES Act Brief: The supplemental Cares Act grant funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19).

Described below are the eligible activities for which the CARES Act funds may be used in response to COVID-19 while meeting HUD's National Objectives and other program eligibility requirements. The list of eligible activities is not all encompassing and is meant to provide an overview of how funds may be used in response to COVID-19. More information is available upon request.

Community Development Block Grant (CDBG-CV): Awarded $3,082,302.00

Eligible Activities:

- Acquire or construct a facility for testing, diagnosis, treatment.
- Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable job retention by low-and moderate-income persons.
- Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide community supportive services to low-income households.
- Provide public services for testing, diagnosis, meal delivery to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

City of Las Vegas Proposed Use:

- ✓ **Building Improvements**: appropriate $150,000 for rehabilitation of the Admin building at 1581 N Main Street to facilitate health-related services to vulnerable citizens;
- ✓ **Emergency Food Assistance:** set aside $311,601.00 for food distribution to families and individuals adversely impacted by COVID-19;
- ✓ **Health-related services:** allocate $1,000,000 to support COVID-19 care for vulnerable citizens;
- ✓ **Homeless Prevention** utilizing $1,004,241 to provide up to 3 months of emergency rental assistance to eligible participants whose incomes are at or below 80% AMI;
- ✓ **Administrative Costs** totaling $616,460 for administration of the CDBG-CV CARES Act grant funds.

Emergency Solutions Grants (ESG-CV): Awarded $1,537,579.00

Eligible Activities:

- Provide homelessness prevention assistance to any individual or family who does not have income higher than 50% AMI and meets the criteria of "at risk of homelessness".
- Offer treatment and supportive services when necessary to assist vulnerable homeless populations.

City of Las Vegas Proposed Use:

- ✓ **Homeless Prevention** utilizing $1,383,821.10 to provide rental and utility assistance up to 6 months for eligible participants whose incomes are at or below 50% AMI.
- ✓ **Administrative Costs** totaling $153,757.90 for administration of the ESG-CV CARES Act grant funds.

Housing Opportunities for Persons with AIDS (HOPWA-CV): Awarded $280,792.00

Eligible Activities:

- Assist HOPWA eligible households in accessing essential services, food, and supplies.
- Educate assisted households on ways to reduce risk of getting sick or spreading infectious disease to others.
- Transportation services to access medical care, supplies, food, and places of employment.
- Provide short-term rent, mortgage, and utility assistance payments for up to 24 months to prevent homelessness.

City of Las Vegas Proposed Use:

- ✓ **Publish an RFP** for agencies to submit applications for use of the remaining $263,944.48 (94%)
- ✓ **Administrative Costs** totaling $16,847.52 (6%) for administration of the HOPWA-CV CARES Act grant funds.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
34

DEPARTMENT: Human Resources **DISCUSSION**
DIRECTOR, Acting: Vince Zamora

SUBJECT:
Discussion for possible action regarding the selection of a finalist for the position of City Attorney

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
With the retirement of Brad Jerbic as City Attorney, the City Council directed the Department of Human Resources to conduct an internal recruitment for Mr. Jerbic's successor. The Department will update the Council on the results of the recruitment and receive the Council's direction.

RECOMMENDATION:
That the City Council take appropriate action toward the appointment of a new City Attorney.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - E-comment Read by City Clerk

Stacey Campbell

From: Attorney Lynette Boggs-Perez <lynette@lynetteboggs.com>
Sent: Saturday, May 30, 2020 9:23 AM
To: City Council Live
Subject: City Attorney appointment

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.**

As a former Assistant City Manager and City Councilwoman of the City of Las Vegas, I would like to encourage all members of the City Council to unanimously appoint **Bryan Scott** as your next City Attorney. I had the opportunity to work with Attorney Scott in both of my capacities with the city. I am confident you will not be able to find a more dedicated public servant, a person who has dedicated most of his professional career in service to the citizens of Las Vegas (especially in planning and zoning matters through the decades), and who is just and all around kind and highly intelligent individual. His professional achievements speak for themselves as does his contributions to the legal community nationally and to the state of Nevada. With the challenges still facing the Las Vegas community, this would be a wise choice.

Kind regards,
Lynette Boggs-Perez
Attorney and Mediator
LV Assistant City Manager, 1993-1997
Ward 2 Councilwoman, 1999-2004

--

The College of the State Bar of Texas
Professionalism Through Education

Boggs-Perez Law, PC
PO Box 596
Converse, TX 78109
210.468.0404 office
210.485.1161 fax
lynette@lynetteboggs.com
lynetteboggs.com

Submitted at City Council
Date 6/3/20 Item 34
By: E-Comment

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AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
35

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

SUBJECT:
RESOLUTIONS:

R-26-2020 - Discussion for possible action regarding a Resolution of the City Council ratifying temporary actions to assist businesses in the form of grants and authorizing specific business activities not otherwise permitted ($4,000,000 - CARES Act Special Revenue Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $4,000,000
Funding Source: CARES Act Special Revenue Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
This Resolution will ratify temporary actions to assist businesses in the form of grants and to authorize specific business activities, including administrative actions approved by the City Manager, not otherwise permitted by Las Vegas Municipal Code. These temporary actions and activities include the Business Preparedness Grant Program, outdoor dining and sidewalk sales in Downtown Las Vegas, Dine Out Downtown, package alcohol delivery, curbside package alcohol sales, and outdoor activity areas for commercial centers. These temporary actions are intended to give relief to businesses impacted by the COVID-19 virus. The Business Preparedness Grant Program utilizes $4,000,000 of Coronavirus Relief Funds from the Federal CARES Act. Some of these actions have been authorized by the City Manager already and others will be implemented following approval of this Resolution.

RECOMMENDATION:
Recommendation for the City Council to adopt the Resolution and authorize its execution on behalf of the City

BACKUP DOCUMENTATION:
1. Resolution No. R-26-2020
2. Submitted at Meeting - City of Las Vegas Business Preparedness Grant - Final Amended and Restated Program Guidelines by Staff

R-26-2020

RESOLUTION OF THE CITY COUNCIL RATIFYING TEMPORARY ACTIONS TO ASSIST BUSINESSES IN THE FORM OF GRANTS AND AUTHORIZING SPECIFIC BUSINESS ACTIVITIES NOT OTHERWISE PERMITTED

WHEREAS, current conditions related to the COVID-19 virus have resulted in a number of negative impacts on businesses and individuals; and

WHEREAS, in an effort to provide affected businesses and individuals some relief from these impacts, the City Manager desires to take action, or has taken action, to authorize a number of temporary measures regarding grants to businesses and specific business activities not otherwise permitted by the Las Vegas Municipal Code; and

WHEREAS, the measures are described herein and in the attached document; and

WHEREAS, the City Manager desires to have the Council authorize the actions so listed, including ratification of any such actions already taken.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to ratify and authorize the actions described below and in detail in the attached document.

1. Business Preparedness Grant Program: A new grant program available to eligible businesses to assist them with funding expenditures associated with preparing their places of businesses to reopen and operate in compliance with the State of Nevada and the Southern Nevada Health District COVID-19 directives and guidelines. The maximum grant amount is $4,000 per location and will be distributed on a first-come, first-serve basis.

2. Outdoor Dining and Sidewalk Sales in Downtown Las Vegas: A temporary administrative action allowing downtown restaurant and retail establishments to perform their business within the public sidewalk area without an encroachment license or additional permitting. This temporary administrative action will be in effect throughout Phases One and Two of the Governor's Reopening Plan, and may be extended at the discretion of the City Manager.

3. Dine Out Downtown: The temporary closure of certain public thoroughfares for the purpose of city installed and managed dining accommodations. These dining accommodations will include tables, chairs, and shade canopies; and will be available for any person to use for curbside dining when ordering

from Downtown dining establishments.

4. Package Alcohol Delivery: A temporary administrative action that allows a business with a liquor-store or brew-pub license, as defined by LVMC 6.50, to deliver alcoholic beverages sealed by the manufacturer after obtaining a Time-Limited Package Alcohol Delivery permit.

5. Curbside Package Alcohol Sales: A temporary administrative action that allows a business with a liquor-store or brew-pub license, as defined by LVMC 6.50, to allow curbside pick-up of alcoholic beverages sealed by the manufacturer after obtaining a Time-Limited Alcohol Curbside Package Alcohol permit.

6. Outdoor Activity Areas for Commercial Centers: A temporary administrative action allowing tenants of commercial centers to perform their business in outdoor areas (on-site sidewalk and parking areas) without a temporary commercial permit for Parking Lot/Sidewalk Sales or any additional permitting. This temporary administrative action will be in effect throughout Phases One and Two of the Governor's Reopening Plan, and may be extended at the discretion of the City Manager.

Notwithstanding any other provision included herein, this Resolution shall terminate upon declaration of an end to current COVID-19 emergency by the Mayor, the City Council, or Governor, whichever occurs earliest.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2020.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

_____ 5/21/2020
Jeff Dorocak, Date
Deputy City Attorney

City of Las Vegas Business Preparedness Grant – Final Program Guidelines
Emergency Grant for Assistance with Preparedness and Reopening due to COVID-19 Pandemic

This Emergency Grant, funded by the city of Las Vegas through funds received by the Coronavirus Relief Fund of the CARES Act, provides a grant of up to a maximum of $4,000 to fund expenses associated with Personal Protective Equipment, Facility Retrofit for Health & Safety measures, or other expenses for physical facility or equipment expenses reasonably needed to prepare businesses for reopening or expanded reopening.

This Grant Program is being capitalized with $4 million. Grant funds are available on a ***first-come, first-served basis*** and are awarded at the sole discretion of the city of Las Vegas.

To be eligible, a business must meet the following requirements:

- Business must have an active business license within the City and original license issuance date must have occurred on or before December 1, 2019.
- Business must employ no less than three and no more than twenty-five full-time equivalent (FTE) employees as of 2/28/2020.
- Business must have been either required to close or have experienced significant economic hardship due to the COVID-19 pandemic.
- Business must not have engaged or currently be engaged in any illegal activity per local, State, or Federal laws or regulations. In all instances, Federal laws and regulations taking precedence over local or State laws or regulations.
- Business must commit to uphold all of the recommendations and/or comply with any mandates for re-opening promulgated by the State of Nevada and the Southern Nevada Health District.

Businesses that are NOT eligible to request or receive Grant funds are:

- Business whose principal place of business location is not within the City's jurisdiction limits;
- Non-profit entities;
- Home-based businesses or businesses without a physical location;
- Liquor stores;
- Business that presents live performances of a prurient sexual nature or derives directly or indirectly more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature, including without limitation, strip clubs, adult video stores, and adult bookstores;
- Massage parlors;
- Tobacco shops;
- Golf courses;
- Marijuana (cannabis) related businesses; and
- Other privileged license businesses not in the Excluded Businesses Definition below.*

Businesses specifically excluded are those requiring a privileged license with the exception of wedding chapels and businesses that serve alcohol for consumption on the premises where the same are sold; any off-premise sales must be incidental to the on-premise sales and consumption of alcoholic beverages.

• Other excluded businesses are: bail bonds, check cashing, churches, convenience stores, establishments with gaming, reflexology, sexually oriented businesses and tattoo operations.

* For a full list of Privileged Licenses, please go to
https://www.lasvegasnevada.gov/Business/Business-Licenses/Types-of-Business-Licenses

GENERAL CONDITIONS

1. Unless otherwise preempted by Federal law, the laws of the State of Nevada shall govern the validity, construction, performance and effect of this Application, without giving effect to its conflict of law provisions. Applicant 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 Application or any alleged breach thereof. Applicant hereby waives trial by jury in any action, proceeding or counterclaim on any matters whatsoever arising out of or in any way connected with this Application.
2. The invalidity, illegality, or unenforceability of any provision of this Application or the occurrence of any event rendering any portion or provision of this Application void shall in no way affect the validity or enforceability of any other portion or provision of this Application. Any void provision shall be deemed severed from this Application, and the balance of this Application shall be construed and enforced as if this Application did not contain the particular portion or provision held to be void. The Applicant further agree to amend this Application 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 Application from being void should a provision which is of the essence of this Application be determined void.
3. Waiver of any of the terms of this Application shall not be valid unless it is in writing signed by the City. The failure of the City to enforce any of the provisions of this Application, 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 Application, or to affect the right of the City to thereafter enforce each and every provision of this Application. Waiver of any breach of this Application shall not be held to be a waiver of any other or subsequent breach of this Application.
4. Applicant shall not assign their rights nor delegate their duties under this Application without the written consent of the City, which may be withheld at the City's sole discretion.
5. Applicant 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 Applicant, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Application and/or pertaining to the use of the Funds provided to Applicant pursuant to the Application; or (ii) any default in the performance of any obligation on Applicant's part to be performed under the terms of this Application, regardless of whether the Liabilities were caused in part by the City. Applicant agrees that it is assuming the sole risk of any Liabilities related to the contraction by Applicant'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 Application and that Applicant'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. It is expressly agreed that the Applicant shall defend the City at Applicant's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Applicant 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 Applicant.

6. The Applicant agrees to maintain the financial books and records (including supporting documentation, contracts, cancelled checks and receipts) pertaining to the use of the Funds provided to Applicant pursuant to this Application according to standard accounting principles and procedures. The books and records shall be maintained for a period of five (5) years after completion of this Application and use of the Funds provided to Applicant pursuant to this Application, except that books and records which are the subject of an audit finding shall be retained for three (3) additional years after such finding has been resolved. If the Applicant goes out of business, the Applicant shall forward the books and records to the City to be retained by the City for the period of time required herein. 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 Applicant pertaining to the use of the Funds provided to Applicant pursuant to this Application during normal business hours to determine or to verify Applicant's compliance with their obligations under this Application and applicable law. The City will provide prior written notice to the Applicant of the audit and inspection. If the books and records are not located within Clark County, the Applicant agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Applicant 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 Applicant's office. If the books and records provided to the City are incomplete, and/or it is determined in the sole discretion of the City that Applicant did not properly use the Funds provided to Applicant pursuant to this Application, the Applicant agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City any misused Funds and additional costs associated therewith. The Applicant's failure to remedy the deficiency shall constitute a material breach of this Application. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section and the Application as a whole.

7. The Applicant, in the performance of the obligations of this Application, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Application including, but not limited to, the Federal Occupational Safety and Health Act, and the Coronavirus Aid, Relief, and Economic Security Act.

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

9. Discrimination. The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Applicant acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Applicant recognizes that if the Applicant 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 Applicant in breach of this Application.

10. Fair Employment Practices. In connection with the performance of work by the use of the Funds provided to Applicant pursuant to this Application, the Applicant 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. The Applicant further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by Applicant shall constitute a material breach of this Application.

11. In accordance with the Immigration Reform and Control Act of 1986, the Applicant agrees that it will not employ unauthorized aliens in the use of the Funds provided to Applicant pursuant to this Application.

12. The use of the Funds provided to Applicant pursuant to this Application shall conform in all respects with the requirements set forth in this Application. If requested, the Applicant shall furnish the City with sufficient data and information needed to determine if the use of the Funds provided to Applicant pursuant to this Application conform to all the requirements of this Application.

13. 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 herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Application.

14. An official of the City, who is authorized on behalf of the City to make, accept or approve, or take part in accepting or approving this Application, or payments under this Application, shall not be directly or indirectly interested personally in this Application 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 Application, shall become directly or indirectly interested personally in this Application or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Application. Applicant represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Application. Notwithstanding any other provision of this Application, if such interest becomes known, the City may immediately terminate this Application.

15. 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 Application and all supporting documents are deemed to be public records.

16. Time is of the essence of the Application and each of its provisions.

17. Applicant's obligations herein above shall survive any termination and/or consummation of this Application.

Public Sidewalk Use for Restaurant and Retail

During the duration of the State of Nevada Executive Orders and Regulations impacting restaurant and retail operations in the city of Las Vegas, City Municipal Code requirements related to permitting requirements for outdoor dining and sidewalk sales are temporarily suspended. The following requirements shall apply to outdoor dining and sidewalk sales on public sidewalks.

General Requirements. Business operations for outdoor dining and sidewalk sales within public sidewalks shall conform to the following:

1. Applicable State of Nevada Emergency Orders and Regulations (http://gov.nv.gov/News/Emergency_Orders/Emergency_Orders/).
2. State of Nevada social distancing recommendations for tables, chairs, and other furniture.
3. Maintaining a minimum of 6 feet of public pedestrian walkway space referred to herein as the "Pedestrian Path."
4. Any applicable requirements under the business license for the business operations shall apply and extend to the outdoor dining and sidewalk sales area.

Location Requirements.

1. The width of the available public sidewalk frontage that may be used shall be the width of the property. The business may use additional public sidewalk not to exceed 50 feet, only with the approval of the adjacent property owner. Businesses are strongly encouraged to coordinate use and access.
2. No tables, chairs, umbrellas, merchandise racks, or other objects shall encroach into the Pedestrian Path, sidewalk ramp, or corner curb ramp area.
3. Furniture, fixture, or equipment shall not be permanently affixed to the public sidewalk.
4. Access to fire hydrants, fire hose building connections for sprinkler systems, and building entrances and exits shall not be obstructed.

Operating Requirements.

1. Outdoor dining and sidewalk sales may only operate on the public sidewalk area during operating hours that are consistent with the business operating hours.
2. Removable barriers may be used to define the outdoor dining and sidewalk sale area.
2. All signage must be compliant with the City's Municipal Code. No advertising shall be permitted except for the business establishment's name and logo.
3. No heating, cooking, refrigeration, sinks, food preparation, or other operating equipment shall be permitted on the public sidewalk.
4. Landscaping planters are permitted. Watering shall be limited to minimize overflow and seepage onto the public sidewalk.
5. Business operators are responsible for cleaning and sanitizing the public sidewalk area.

6. Outdoor music, and sound equipment, sources, and devices that intentionally emit sound, except for safety alarms, are prohibited on the public sidewalk. The doors and windows of the building may be propped open, from time to time, at the business operator's discretion. In exercising such discretion, such use shall not create a public nuisance.

7. By allowing this temporary use, the City has foremost in mind providing business owners enhanced opportunities and the public with an orderly atmosphere devoid of any act by any person contrary to the highest community standards, and avoiding any substance or appearance of any noisy, unruly, inebriated, disruptive, disorderly, lewd, nude, partially nude, adult oriented, unwholesome, or sexually oriented behavior, business, entertainment, or other activity of any description or to any degree on the public sidewalk. Any such behavior, business, or activity by the business owner, any invitee or guest of business owner, or anyone else using the outdoor dining or sidewalk sales area pursuant to this authorization is strictly prohibited. The requirements of this paragraph are specifically acknowledged to be a requirement of this authorization independent of and in addition to any zoning or other government regulation affecting the business operations. The business owner shall immediately cause to be removed from the outdoor dining or sidewalk sale area any persons who are obviously intoxicated or under the influence of any narcotic or chemical, commits any acts of violence, acts in a loud or unusually boisterous manner, harms or threatens harm to any person or thing, violates any law or regulation applicable to the business operations, or commits or causes, directs, or encourages any person to commit any of the aforementioned acts. The requirements of this paragraph do not apply to members of the public using the public sidewalk for pedestrian travel.

City Reserved Rights.

1. The City reserves the right to order the business operator to remove outdoor dining or sidewalk sale that (i) creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic; (ii) the business operations present a danger to the health, safety, or general public welfare; and (iii) the business operator violates these requirements or State of Nevada Executive Orders and Regulations.

2. Additionally, the City may require removal, temporary or permanent, of the outdoor dining or sidewalk sales due to City requirements or utility company requirements that have franchise or other right to the public right-of-way. The business owner shall be responsible to the City for any removal costs if business owner fails to remove the outdoor dining or sidewalk sale after reasonable written notice from the City. The City is not responsible for any damage or loss of any business personal property.

Use of Parking Lot or Sidewalk within a Commercial Center or on a Commercially Zoned Property for Purposes of Meeting Social Distancing

During the duration of the State of Nevada Executive Orders and Regulations impacting restaurant, commercial, and retail operations in the city of Las Vegas, City Municipal Code requirements related to permitting requirements for Temporary Commercial Permits (Parking Lot/Sidewalk Sales) are temporarily suspended. The following requirements shall apply to the use of parking lots or sidewalks within a commercial center or on a commercially zoned property for purposes of meeting social distancing guidelines.

General Requirements. Business operations proposing to use a parking lot or sidewalk within a commercial center or on a commercially zoned property shall conform to the following:

1. Applicable State of Nevada Emergency Orders and Regulations (http://gov.nv.gov/News/Emergency_Orders/Emergency_Orders/).
2. State of Nevada social distancing recommendations for tables, chairs, and other furniture and equipment.
3. Maintain a minimum of 6-feet of pedestrian walkway space referred to herein as the "Pedestrian Path."
4. Maintain all fire lanes, parking circulation, and handicap parking spaces and the pedestrian path to the public right-of-way.
5. Any applicable requirements under the business license for the business operations shall apply and extend to any outdoor operations.
6. Permission to use any common outdoor space, on-site sidewalk, or parking area must be obtained from the property owner, where applicable.

Location Requirements.

1. The width of the available on-site sidewalk frontage that may be used shall be the width of the property or tenant space, as applicable. The business may use additional on-site sidewalk not to exceed 50-feet, only with the approval of the adjacent business owner and the property owner. Businesses are strongly encouraged to coordinate use and access.
2. Use of the parking lot area for commercial activity shall not impact more than 50 percent of the required parking for the business(es) using the parking lot area. Adequate traffic barricades should be used to clearly delineate the area being used for the commercial activity.
2. No tables, chairs, umbrellas, merchandise racks, or other objects or equipment shall encroach into the any fire lanes, circulation lanes, handicap parking spaces, Pedestrian Path, sidewalk ramp, or corner curb ramp area.
3. Furniture, fixture, or equipment shall not be permanently affixed within any outdoor area not otherwise approved for such installation.
4. Access to fire hydrants, fire hose building connections for sprinkler systems, and building entrances and exits shall not be obstructed.

Operating Requirements.

1. Outdoor activities may only operate on the on-site sidewalk or parking lot area during operating hours that are consistent with the business operating hours.
2. Removable barriers may be used to define the outdoor activity area.
3. All signage must be compliant with the City's Municipal Code. No advertising shall be permitted except for the business establishment's name and logo.
4. Landscaping planters are permitted. Watering shall be limited to minimize overflow and water waste.
5. Business operators are responsible for cleaning and sanitizing the outdoor activity area.
6. Amplified outdoor music, and sound equipment, sources, and devices that intentionally emit sound may be allowed provided the business owner uses appropriate discretion. In exercising such discretion, such use shall not create a public nuisance.
7. By allowing this temporary use, the City has foremost in mind providing business owners enhanced opportunities and the public with an orderly atmosphere devoid of any act by any person contrary to the highest community standards, and avoiding any substance or appearance of any noisy, unruly, inebriated, disruptive, disorderly, lewd, nude, partially nude, adult oriented, unwholesome, or sexually oriented behavior, business, entertainment, or other activity of any description or to any degree in the outdoor activity area. Any such behavior, business, or activity by the business owner, any invitee or guest of business owner, or anyone else using the outdoor activity area pursuant to this authorization is strictly prohibited. The requirements of this paragraph are specifically acknowledged to be a requirement of this authorization independent of and in addition to any zoning or other government regulation affecting the business operations. The business owner shall immediately cause to be removed from the outdoor activity area any persons who are obviously intoxicated or under the influence of any narcotic or chemical, commits any acts of violence, acts in a loud or unusually boisterous manner, harms or threatens harm to any person or thing, violates any law or regulation applicable to the business operations, or commits or causes, directs, or encourages any person to commit any of the aforementioned acts. The requirements of this paragraph do not apply to members of the public using the public sidewalk for pedestrian travel.

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1. The City reserves the right to order the business operator to remove outdoor activities that (i) creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic; (ii) the business operations present a danger to the health, safety, or general public welfare; and (iii) the business operator violates these requirements or State of Nevada Executive Orders and Regulations.

2. Additionally, the City may require removal, temporary or permanent, of the outdoor activity areas due to City requirements or utility company requirements that have franchise or other rights to the public right-of-way. The business owner shall be responsible to the City for any removal costs if business owner fails to remove the outdoor activities area after reasonable written notice from the City. The City is not responsible for any damage or loss of any business personal property.

City of Las Vegas Business Preparedness Grant – Final Amended and Restated Program Guidelines
Emergency Grant for Assistance with Preparedness and Reopening due to COVID-19 Pandemic
June 2, 2020

This Emergency Grant, funded by the city of Las Vegas through funds received by the Coronavirus Relief Fund of the CARES Act, provides a grant of up to a maximum of $4,000 to fund expenses associated with Personal Protective Equipment, Facility Retrofit for Health & Safety measures, or other expenses for physical facility or equipment expenses reasonably needed to prepare businesses for reopening or expanded reopening.

This grant is not intended to duplicate the Payroll Protection Program and therefore may not be used for payroll, rent, utilities or such expenses. A signed affidavit will be required as part of the application process.

This Grant Program is being capitalized with $4 million. Grant funds are available on a ***first-come, first-served basis*** and are awarded at the sole discretion of the city of Las Vegas.

To be eligible, a business must meet the following requirements:

- Business must have an active business license within the City and original license issuance date must have occurred on or before December 1, 2019.
- Business must employ no less than three and no more than twenty-five full-time equivalent (FTE) employees as of 2/28/2020.
- Business must have been either required to close or have experienced significant economic hardship due to the COVID-19 pandemic.
- Business must not have engaged or currently be engaged in any illegal activity per local, State, or Federal laws or regulations. In all instances, Federal laws and regulations taking precedence over local or State laws or regulations.
- Business must commit to uphold all of the recommendations and/or comply with any mandates for re-opening promulgated by the State of Nevada and the Southern Nevada Health District.

Businesses that are NOT eligible to request or receive Grant funds are:

- Business whose principal place of business location is not within the City's jurisdiction limits;
- Home-based businesses or businesses without a physical location; and
- Marijuana (cannabis) related businesses.

GENERAL CONDITIONS

1. Unless otherwise preempted by Federal law, the laws of the State of Nevada shall govern the validity, construction, performance and effect of this Application, without giving effect to its conflict of law provisions. Applicant 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 Application or any alleged breach thereof. Applicant hereby waives trial by jury in any

Submitted at City Council
Date 6/3/2020 Item 35
By: Staff
35

action, proceeding or counterclaim on any matters whatsoever arising out of or in any way connected with this Application.

2. The invalidity, illegality, or unenforceability of any provision of this Application or the occurrence of any event rendering any portion or provision of this Application void shall in no way affect the validity or enforceability of any other portion or provision of this Application. Any void provision shall be deemed severed from this Application, and the balance of this Application shall be construed and enforced as if this Application did not contain the particular portion or provision held to be void. The Applicant further agree to amend this Application 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 Application from being void should a provision which is of the essence of this Application be determined void.

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finding has been resolved. If the Applicant goes out of business, the Applicant shall forward the books and records to the City to be retained by the City for the period of time required herein. 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 Applicant pertaining to the use of the Funds provided to Applicant pursuant to this Application during normal business hours to determine or to verify Applicant's compliance with their obligations under this Application and applicable law. The City will provide prior written notice to the Applicant of the audit and inspection. If the books and records are not located within Clark County, the Applicant agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Applicant 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 Applicant's office. If the books and records provided to the City are incomplete, and/or it is determined in the sole discretion of the City that Applicant did not properly use the Funds provided to Applicant pursuant to this Application, the Applicant agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City any misused Funds and additional costs associated therewith. The Applicant's failure to remedy the deficiency shall constitute a material breach of this Application. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section and the Application as a whole.

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City with sufficient data and information needed to determine if the use of the Funds provided to Applicant pursuant to this Application conform to all the requirements of this Application.

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AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
36

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointment of members to the Neighborhood Partners Fund Board from the following list of nominees: Neighborhood Representatives - Greg Toussaint (Mayor's Designee), Larry Schultz (Ward 6), Gail Quailey (Ward 4) and David Kress (Ward 5) and Staff Designees Ydoleena Yturralde (Ward 3), Sally Christensen (Ward 4), Tanya Jackson-Renter (Ward 5) and Chance Bonaventura (Ward 6) and the appointment of nominees Matt Tramp (Ward 1), Elizabeth Helgelien (Ward 2) and Susy Farray (Ward 3) as Neighborhood Representatives and Dorian Stonebarger (Ward 1) and Brianna Ramirez (Ward 2) as Staff Designees - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board was established through Council action in June of 1998 to review Neighborhood Partners Fund applications and make funding recommendations to the City Council. The Neighborhood Partners Fund program is designed to assist the residents of the city of Las Vegas to improve the quality of life in their communities. The bylaws were amended in February of 2000 to increase the number of members from 9 to 13 and again in March 2009 to adjust the commencement date for member terms to April 1. The duration of each term continued to be one year. In 2010, the bylaws were amended as a housekeeping measure to clarify that members need not be City residents. Procedure for this Board is appointment by Mayor and City Council.

RECOMMENDATION:
Options are: Approve appointments/reappointments as listed or direct staff to bring forward an item to a future meeting to appoint/reappoint nominees to fill the designated seats.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

NEIGHBORHOOD PARTNERS FUND BOARD

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**GREG TOUSSAINT** Mayor Goodman's Designee 2408 Sunset Beach Lane, 89128	3-16-2011	3-30-2020
2.	**ANNE KILPONEN** City Council – Ward 1 Mayor Pro Tem Staff Designee 495 South Main Street, 89101	4-6-2016	3-30-2020
3.	**VACANT** Mayor Pro Tem Neighborhood Rep – Ward 1 *(Replaces Shelly Walters who resigned)*		3-30-2020
4.	**JORDAN SANDECKI** City Council – Ward 2 Staff Designee 495 South Main Street, 89101	4-19-2017	3-30-2020
5.	**SHERESE HOLMES** Neighborhood Rep – Ward 2 9421 Angelfish Drive, 89117	6-20-2012	3-30-2020
6.	**YDOLEENA YTURRALDE** City Council – Ward 3 Staff Designee 495 South Main Street, 89101	4-17-2019	3-30-2020
7.	**ESTHELA SILVA** Neighborhood Rep – Ward 3 801 Hyattsville Street, 89110	4-17-2019	3-30-2020
8.	**SALLY CHRISTENSEN** City Council – Ward 4 Staff Designee 495 South Main Street, 89101	5-18-2016	3-30-2020
9.	**GAIL QUALEY** Neighborhood Rep – Ward 4 8421 Dry Cliff Circle, 89128	3-21-2018	3-30-2020
10.	**TANYA JACKSON-RENTER** City Council – Ward 5 Staff Designee 495 South Main Street, 89101	4-17-2019	3-30-2020
11.	**DAVID KRESS** Neighborhood Rep – Ward 5 4913 Sunbrite Avenue, 89130	4-17-2019	3-30-2020
12.	**CHANCE BONAVENTURA** City Council – Ward 6 Staff Designee 495 South Main Street, 89101	3-21-2018	3-30-2020
13.	**LARRY SCHULTZ** Neighborhood Rep – Ward 6 9725 Yellow Shadow Avenue, 89149	5-16-2018	3-30-2020

NEIGHBORHOOD PARTNERS FUND BOARD

AUTHORITY: Created by Council Action on 3-9-98 with bylaws approved on 6-22-98. By-Laws were amended on 2-16-2000 to increase the membership to 13 members. By-law approval of 3-18-2009 adjusted terms to April 1 through March 30 of appointed year; By-Laws were amended 5/19/2010 to clarify City residency is not required.

MEMBERS: 13 MEMBERS appointed by the Mayor and City Council comprised as follows:
Mayor or her/his designee
Council Liaison or Staff Designee of the Councilmember for each of the six Council Wards
One Neighborhood Representative for each of the six Council Wards

TERM: Members shall each serve a term of one year. Expiration dates were set on 5/18/2000 so all members terms expired at the same time and adjusted to 4/1 to 3/30 in 2009.
Members may be reappointed to consecutive one-year terms as necessary
(Must fill unexpired term. Membership is not assignable or transferable.)

NOTES: Members Need Not Be City Residents
No Financial Disclosure Required

PURPOSE: Review Neighborhood Partners Fund applications and recommend awards to the City of Las Vegas City Council

MEETINGS: Department of Community Services - Call of the Chair and the Board may establish regular meetings by resolution. Meetings are subject to the provisions of the Open Meeting Law.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
37

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Brian Wilson to the Regional Flood Control District Citizens Advisory Committee

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. Terms on this board are two years, with no limit to the number of terms that may be served. Mr. Kyle Stephens has served in the seat since April of 2018, his term has expired, he no longer wishes to serve and a replacement must be named.

RECOMMENDATION:
That the Council appoint Mr. Wilson 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

REGIONAL FLOOD CONTROL DISTRICT
CITIZENS ADVISORY COMMITTEE

MEMBERS	Original Appt.	Expiration Date
CITY COUNCIL APPOINTMENT		
Kyle J. Stephens	4-18-2018	4-18-2020

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 handed 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 3, 2020

Agenda Item No.:
38

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Amy Emanuel to the Ward 1 seat of the Traffic and Parking Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The members of the Traffic & Parking Commission are appointed by the Mayor and confirmed by the City Council such that one member shall reside in and represent each of the six Wards and one member shall represent the City as a whole. Terms are four years; there is no requirement to fill unexpired portions of terms and no limit to the number of terms which may be served. Ms. Emanuel is eligible and wishes to serve.

RECOMMENDATION:
Options are: Appoint Ms. Emanuel or direct staff to bring forward an item to a future meeting to appoint another nominee to this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

TRAFFIC & PARKING COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**DAVID STEPHEN TURNER** (Mayor Goodman, City-wide appt.)	6-19-2002 (Reappt 5-17-06) (Reappt 6-16-10) (Reappt 6-18-14) (Reappt 9-5-18)	6-19-2022
2.	**RAYMOND BURKE** Ward 1 Appointment	5-18-2016	5-18-2020
3.	**MARGO D. ERICKSON** Ward 2 Appointment	5-16-2012 (Reappt 4-20-16)	5-16-2020
4.	**KATHLEEN KAHR** Ward 3 Appointment	8-6-2014 (Reappt 9-5-18)	8-6-2022
5.	**GREG TOUSSAINT** Ward 4 Appointment	10-21-2015 (Reappt 11-20-19)	10-21-2023
6.	**MARLON RICE** Ward 5 Appointment	11-6-2019	11-6-2023
7.	**STEVEN LAUBER** Ward 6 Appointment	8-21-2019	8-21-2023
8.	**SHERIFF or Designee**	10-4-2000	
9.	**PUBLIC WORKS DIRECTOR or Designee**	10-4-2000	

The Sheriff, or his designee, and the Director of Public Works, or his designee, are also voting members.

AUTHORITY: LVMC 2.48

TERM: 4 years. No limit to the number of terms. No requirement to fill unexpired portions of terms.

MEMBERS: **9 voting members -** 7 members of the public, the Sheriff, & Public Works Director.
(Bill #89-72 adopted 1-3-90 increased from 3 to 5 the public members; Ordinance #5258 enacted 10/4/2000 increased the public membership to 7 to include the two new Wards). Seven public members **appointed by the Mayor and confirmed by the City Council** such that one member shall reside in and be representative of each of the six Council Wards with one member representing the City as a whole. Ex-Officio (non-voting) - Traffic Engineer, City Attorney, Fire Chief, Director of Planning Department or their designees and other staff members that the City Manager may designate.

NOTES: MUST BE CITY OF LAS VEGAS RESIDENT, Ord. 3527.
NO CITY FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions no longer required to file State form.)

MEETINGS: Meets in accordance with a meeting schedule adopted as part of the Rules and Regulations pursuant to 2.48.050, City Hall, 2nd Floor Clerk's Conference Room (Ord 6049)

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
39

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2020-17 - For possible action - Amends LVMC 6.74.050 and 19.12.070 relating to the permissible locations for secondhand dealers.

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 6.74.050 and 19.12.070 relating to the permissible locations for secondhand dealers. Current provisions prohibit this use on Fremont Street. The effect of this amendment will be to allow such uses on Fremont Street between Las Vegas Boulevard and 8th Street.

RECOMMENDATION:
ADOPTION at the 6/3/2020 City Council Meeting as a First Amendment pursuant to the 6/1/2020 Recommending Committee Meeting

First Read – 5/20/2020 First Publication – 5/21/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-17

BILL NO. 2020-17

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 6.74.050 AND 19.12.070 RELATING TO THE PERMISSIBLE LOCATIONS FOR SECONDHAND DEALERS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Amends LVMC 6.74.050 and 19.12.070 relating to the permissible locations for secondhand dealers.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 74, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.74.050: A secondhand dealer's license must not be issued to a location on [Fremont Street or on Las Vegas Boulevard South between Charleston Boulevard and Sahara Avenue.]:

(A) Fremont Street between Main Street and Las Vegas Boulevard;

(B) Fremont Street between 8th Street and Sahara Avenue; or

(C) Las Vegas Boulevard South between Charleston Boulevard and Sahara Avenue.

SECTION 2: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 3 to 4, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 3: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Secondhand Dealer" so that the Conditional Use Regulations for that use read as follows:

Conditional Use Regulations:

1. No outdoor display or sales of any merchandise shall be permitted, except as allowed pursuant to LVMC 19.16.160 for a Temporary Commercial Permit.

2. The use shall comply with the applicable requirements of LVMC Title 6.

3. No secondhand dealer shall be located on either side of Fremont Street between Main Street and Las

Vegas Boulevard, on either side of Fremont Street between 8th Street and Sahara Avenue, or on Las Vegas Boulevard South[,] between Charleston Boulevard and Sahara Avenue.

4. In the C-1 and C-2 Zoning Districts, the use shall be limited to no more than 5,000 square feet in size.

SECTION 4: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Secondhand Dealer" so that the Minimum Special Use Permit Requirements for that use read as follows:

Minimum Special Use Permit Requirements:

*1. No outdoor display or sales of any merchandise shall be permitted, except as allowed pursuant to LVMC 19.16.160 for a Temporary Commercial Permit.

*2. The use shall comply with the applicable requirements of LVMC Title 6.

*3. No secondhand dealer shall be located on either side of Fremont Street between Main Street and Las Vegas Boulevard, on either side of Fremont Street between 8th Street and Sahara Avenue, or on Las Vegas Boulevard South[,] between Charleston Boulevard and Sahara Avenue.

SECTION 5: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 6: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments contained in Sections 3 to 4, inclusive, of this Ordinance.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required

or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed for 5-11-2020
Jeff Dorocak, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
40

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

SUBJECT:
NEW BILLS:

Bill No. 2020-18 - Amends LVMC 6.82.060, pertaining to smoking lounges, to update an age limitation to be more consistent with Federal law regarding tobacco sales. Proposed by: Robert Summerfield, Director of Planning

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 6.82.060, pertaining to smoking lounges, to update an age limitation to be more consistent with Federal law regarding tobacco sales. Federal law now prohibits sales to persons under 21, and this bill will prohibit smoking lounges from allowing those under age to consume tobacco products.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2020-18

BILL NO. 2020-18

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 6.82.060, PERTAINING TO SMOKING LOUNGES, TO UPDATE AN AGE LIMITATION TO BE MORE CONSISTENT WITH FEDERAL LAW REGARDING TOBACCO SALES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning

Summary: Amends LVMC 6.82/060, pertaining to smoking lounges, to update an age limitation to be more consistent with Federal law regarding tobacco sales.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 82, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.82.060: It is unlawful for any business subject to licensing as a smoking lounge to:

(A) Employ a person under the age of eighteen years (or allow such an employee) to sell or handle tobacco products or tobacco paraphernalia;

(B) Allow a person under the age of [eighteen] twenty-one years to consume tobacco products; or

(C) Allow patron consumption of marijuana, concentrated marijuana or marijuana products.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared to

be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-19-2020
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
41

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

SUBJECT:
NEW BILLS:

Bill No. 2020-19 - Amends LVMC 10.32.020, pertaining to the crime of battery which constitutes domestic violence, to update penalty provisions to conform to changes in State law that become effective July 1, 2020. Proposed by: Bradford R. Jerbic, City Attorney

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Last October the City Council adopted an ordinance creating a City misdemeanor crime of battery which constitutes domestic violence, now codified as LVMC Chapter 10.32. That chapter is intended to parallel State law on the same subject. During its 2019 Legislative Session, the Nevada Legislature adopted minor amendments to penalties regarding the State crime, some of which do not go into effect until July 1. 2020. This bill will amend LVMC 10.32.020 to update penalty provisions to conform to those State-law changes that become effective July 1, 2020.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2020-19

BILL NO. 2020-19

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 10.32.020, PERTAINING TO THE CRIME OF BATTERY WHICH CONSTITUTES DOMESTIC VIOLENCE, TO UPDATE PENALTY PROVISIONS TO CONFORM TO CHANGES IN STATE LAW THAT BECOME EFFECTIVE JULY 1, 2020, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Amends LVMC 10.32.020, pertaining to the crime of battery which constitutes domestic violence, to update penalty provisions to conform to changes in State law that become effective July 1, 2020.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10, Chapter 32, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.32.020: (A) A person convicted of a battery which constitutes domestic violence pursuant to LVMC 10.32.010:

(1) For the first offense within seven years, is guilty of a misdemeanor and shall be sentenced to:

(a) Imprisonment in the City jail or detention facility for not less than two days, but not more than six months; and

(b) Perform not less than forty-eight hours, but not more than one hundred twenty hours, of community service.

→The person shall be further punished by a fine of not less than two hundred dollars, but not more than one thousand dollars. A term of imprisonment imposed pursuant to this Paragraph (1) may be served intermittently at the discretion of the judge, except that each period of confinement must be not less than twelve consecutive hours and must occur at a time when the person is not required to be at his or her place of employment or on a weekend.

(2) For the second offense within seven years, is guilty of a misdemeanor and

shall be sentenced to:

(a) Imprisonment in the City jail or detention facility for not less than twenty days, but not more than six months; and

(b) Perform not less than one hundred hours, but not more than two hundred hours, of community service.

→The person shall be further punished by a fine of not less than five hundred dollars, but not more than one thousand dollars. A term of imprisonment imposed pursuant to this Paragraph (2) may be served intermittently at the discretion of the judge, except that each period of confinement must not be less than twelve consecutive hours and must occur at a time when the person is not required to be at his or her place of employment or on a weekend.

(B) In addition to any other penalty, if a person is convicted of a battery which constitutes domestic violence pursuant to LVMC 10.32.010, the court shall:

(1) For the first offense within seven years, require the person to participate in weekly counseling sessions of not less than one and one-half hours per week for not less than six months, [but not more than twelve months,] at his or her expense, in a program for the treatment persons who commit domestic violence that has been certified pursuant to NRS 439.258.

(2) For the second offense within seven years, require the person to participate in weekly counseling sessions of not less than one and one-half hours per week for not less than twelve months, at his or her expense, in a program for the treatment of persons who commit domestic violence that has been certified pursuant to NRS 439.258.

→If the person resides in this State but the nearest location at which counseling services are available is in another state, the court may allow the person to participate in counseling in the other state in a program for the treatment of persons who commit domestic violence that has been certified pursuant to NRS 439.258.

(C) Except as otherwise provided in this Subsection, an offense that occurred within seven years immediately preceding the date of the principal offense or after the principal offense constitutes a prior offense for the purposes of this section:

(1) When evidenced by a conviction; or

(2) If the offense is conditionally dismissed pursuant to NRS 176A.290 or dismissed in connection with successful completion of a diversionary program or specialty court program;

→without regard to the sequence of the offenses and convictions. The facts concerning a prior offense must be alleged in the complaint, must not be read to the trier of fact or proved at trial but must be proved at the time of sentencing.

(D) In addition to any other fine or penalty, the court shall order such a person to pay an administrative assessment of thirty-five dollars. Any money so collected must be paid by the clerk of the court to the State Controller on or before the fifth day of each month for the preceding month for credit to the Account for Programs Related to Domestic Violence established pursuant to NRS 228.460.

(E) In addition to any other penalty, the court may require such a person to participate, at his or her expense, in a program of treatment for the [abuse] use of alcohol or drugs that has been certified by the Division of Public and Behavioral Health of the Department of Health and Human Services.

(F) If it appears from information presented to the court that a child under the age of eighteen years may need counseling as a result of the commission of a battery which constitutes domestic violence pursuant to LVMC 10.32.010, the court may refer the child to an agency which provides child welfare services. If the court refers a child to an agency which provides child welfare services, the court shall require the person convicted of a battery which constitutes domestic violence pursuant to LVMC 10.32.010 to reimburse the agency for the costs of any services provided, to the extent of the convicted person's ability to pay.

(G) If a person is charged with committing a battery which constitutes domestic violence pursuant to LVMC 10.32.010, a prosecuting attorney shall not dismiss such a charge in exchange for a plea of guilty, guilty but mentally ill or nolo contendere to a lesser charge or for any other reason unless the prosecuting attorney knows, or it is obvious, that the charge is not supported by probable cause or cannot be proved at the time of trial. Except as otherwise provided in this Subsection, a court shall not grant probation to or suspend the sentence of such a person. A court may grant probation to or suspend the sentence of such

a person:

(1) As set forth in NRS 5.055; or

(2) To assign the person to a program for the treatment of veterans and members of the military pursuant to NRS 176A.290 if the charge is for a first offense punishable as a misdemeanor.

(H) As used in this Section:

(1) "Agency which provides child welfare services" has the meaning ascribed to it in NRS 432B.030.

(2) "Battery" has the meaning ascribed to it in paragraph (a) of subsection 1 of NRS 200.481.

(3) "Offense" includes a battery which constitutes domestic violence pursuant to LVMC 10.32.010 or a violation of the law of any other jurisdiction that prohibits the same or similar conduct.

SECTION 2: This Ordinance shall be effective as of July 1, 2020.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

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SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-19-2020
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
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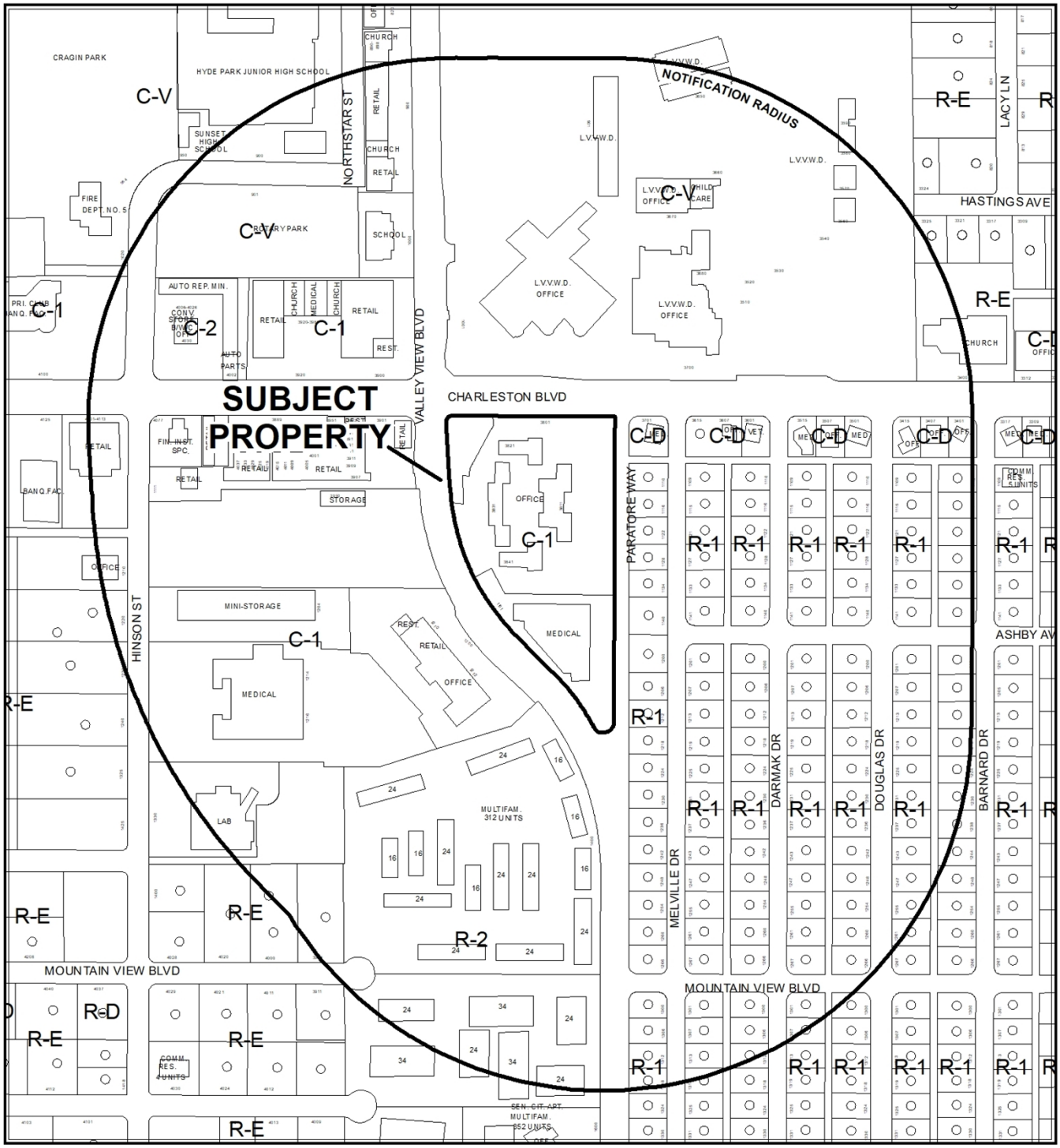
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	9	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest Postcards
7. Backup Submitted from the April 15, 2020 City Council Meeting
8. Backup Submitted for the March 10, 2020 Planning Commission Meeting



CASE: **SDR-78245 (PRJ-78111)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 320 640 Feet

CASE: **SDR-78245 (PRJ-78111)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 3, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-78245	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 181 (By City Clerk)

PROTESTS 11

APPROVALS 2

CS

** CONDITIONS **

SDR-78245 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 01/16/20, except as amended by conditions herein.

3. A Waiver from Title 19.08.040 is hereby approved, to allow the proposed building to not orient to the corner where such is required.

4. A Waiver from Title 19.08.070 is hereby approved, to allow a six-foot landscape buffer width along a portion of the west property line where 15 feet is required.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

8. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Prior to the issuance of any permits, dedicate, but do not construct, a portion of a bus turnout on Charleston Boulevard as required by the City Traffic Engineer.

11. The sidewalk along Charleston Boulevard and Valley View Boulevard adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

12. This site shall connect to the public sewer in Charleston Boulevard.

13. Landscape and maintain all unimproved right-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall include a pedestrian circulation/access plan to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

15. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review to allow a 3,855 square-foot commercial building with a drive through at 3801 West Charleston Boulevard.

ISSUES

- A Waiver from Title 19.08.040 development standards has been requested to not orient the building to the corner where such is required. Staff does not support the request.
- A Waiver from Title 19.08.070 development standards has been requested to allow a six-foot landscape buffer along a portion of the west property line where 15 feet is required. Staff does not support the request.

ANALYSIS

The subject site has a zoning designation of C-1 (Limited Commercial) and abuts a property currently developed with an 85,622 square-foot office complex and two-story parking garage. The applicant proposes to construct a 3,855 square-foot commercial building with a Drive Through. The submitted floor plan depicts two 1,025 square-foot tenant spaces to be utilized for a general commercial use and a 1,805 square-foot tenant space to be utilized as a Restaurant with Drive Through. Per the submitted justification letter, the intended tenant for the Restaurant with Drive Through is Dunkin Donuts. The proposed Drive-Through is listed as a conditional land use in the C-1 (Limited Commercial) zoning district.

Drive Through Conditional Use Regulations:

1. A single-station drive-through shall have a stacking lane that will accommodate a minimum of six vehicles, including the vehicle at the station. A multiple-station drive-through shall have stacking lanes that will accommodate a minimum of three vehicles per station, including the vehicle at that station.

The submitted site plan indicates that the proposed drive through will be a single station drive-through and will provide stacking lanes which will accommodate eight vehicles.

2. The drive-through shall be screened in accordance with LVMC 19.08.040(F).

The submitted landscaping plan indicates that the proposed development will provide additional landscaping materials within the existing landscape buffers as previously approved through Plot Plan Review (Z-0103-87). A total of 18 24-inch box trees and a large variety of shrubs are proposed within the landscape buffers. Staff finds this is adequate to provide thorough screening of the proposed drive through. In addition, there is also an existing retaining wall along the perimeter which will remain.

Title 19 requires proposed buildings on corner lots to be oriented to the corner and to the street fronts in order to maintain a strong street edge. The applicant requests to set the proposed building back away from the minimum building setback line in order to keep the existing parking adjacent to the north property line. The proposed single lane drive through encroaches into the existing west landscape buffer for which a Wavier has been requested. Staff does not support the request.

While a commercial use is appropriate for the subject site, the proposed development as designed is not compatible and harmonious with the surrounding and future land development in the area. This is evidenced by the requested associated Waivers regarding building orientation and landscape buffer requirements. Therefore, staff recommends denial of the requested Site Development Plan Review. If approved, the entitlement will be subject to conditions.

FINDINGS (SDR-78245)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   As evidenced by the associated Waiver requests, the proposed development is not compatible with the adjacent development and development in the area.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   This project is consistent with the General Plan and the uses allowed in the C-1 (Limited Commercial) zoning district. However, the proposed development fails to meet Title 19 requirements regarding building orientation and landscape buffer width requirements.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Charleston Boulevard, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials consists of brick veneer and stucco which are compatible with the existing office development at the subject site. The proposed landscape materials adhere to the Southern Nevada Regional Plant list recommendations.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The submitted building elevations are consistent with the desert environment and surrounding commercial land uses.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
10/04/89	The City Council approved Plot Plan Review (Z-0103-87) to allow an office complex on property located on the southeast corner of Charleston Boulevard. The Planning Commission recommended approval.
03/10/20	The Planning Commission unanimously voted to recommend DENIAL on a request for a Site Development Plan Review (SDR-78245) FOR A PROPOSED 3,855 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED AND TO ALLOW A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS on 0.43 acres at 3801 West Charleston Boulevard (APN 162-06-501-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78111].

Related Relevant City Actions by Planning, Fire, Bldg., etc	
05/06/20	The City Council unanimously voted to HOLD IN ABEYANCE to the June 3, 2020 City Council meeting a request for a Site Development Plan Review (SDR-78245) FOR A PROPOSED 3,855 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED AND TO ALLOW A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS on 0.43 acres at 3801 West Charleston Boulevard (APN 162-06-501-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78111].

Most Recent Change of Ownership	
10/18/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/23/14	Business License (#G62-07897) was issued for a Law Firm use at 3821 West Charleston Boulevard. The license remains active.
05/24/16	Business License (#G64-03002) was issued for a Mortgage Broker use at 3841 West Charleston Boulevard. The license remains active.
07/29/18	Business License (#G66-04743) was issued for a Counseling Services use at 3811 West Charleston Boulevard. The license remains active.
04/09/19	Business License (#G67-02338) was issued for a Therapist Office use at 3811 West Charleston Boulevard. The license remains active.

Pre-Application Meeting	
12/18/19	Staff held a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Site Development Plan Review.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
01/30/20	Planning Staff conducted a routine field check and found a vacant lot, currently utilized for parking with existing perimeter landscaping. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	0.43

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office, Other than Listed	PF (Public Facilities)	C-V (Civic)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Rancho Charleston Land Use Study	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks • Front • Corner	 10 Feet 10 Feet	 69 Feet 22 Feet	 Y Y
Max. Lot Coverage	50 %	21 %	Y
Max. Building Height	N/A	22 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.08 and Plot Plan Review (Z-0103-87), the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	6 Trees	6 Trees	Y
• West	1 Tree / 20 Linear Feet	12 Trees	12 Trees	Y
TOTAL PERIMETER TREES		**18 Trees**	**18 Trees**	**Y**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		15 Feet	N
• West	15 Feet		6 Feet	N*

*A Waiver is requested to allow a reduced landscape buffer width along a portion of the west property line.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Planned Streets and Highways Map	100	Y
Valley View Boulevard	Collector	Planned Streets and Highways Map	80	Y

Pursuant to Title 19.08, 19.12 and Plot Plan Review (Z-0103-87), the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	89,477 SF	1:250 SF	358				
TOTAL SPACES REQUIRED			358		436		Y
Regular and Handicap Spaces Required			349	9	414	22	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Buildings on corner lots should be oriented to the corner and to the street fronts.	To not orient the proposed buildings to the corner where such is required.	Denial
Provide 15-foot landscape buffer width adjacent to the right-of-way.	To allow a six-foot landscape buffer width along a portion of the west property line.	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

Project Address (Location) 3801 W CHARLESTON BLVD NV 89102

Project Name RETAILBUILDING WITH DRIVE THROUGH **Proposed Use** _____

Assessor's Parcel #(s) 162-06-501-001 **Ward #** _____

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C1 Proposed _____

Additional Information _____

Property Owner CVV LLC C/O MDL GROUP Contact _____

Address 5960 S JONES BLVD. City LAS VEGAS State NV Zip 89118

E-mail _____ Phone _____

Applicant MO CONSTRUCTION LLC Contact MEHDI

Address 1651 BELLCASTRO STREET City LAS VEGAS State NV Zip 89117

E-mail MOCONSTRUCTIONLLC@GMAIL.COM Phone (702) 286-5700

Representative RAVIN NATHAN Contact _____

Address 10117 OCICAT AVENUE City LAS VEGAS State NV Zip 89166

E-mail RVNNATHAN@YAHOO.COM Phone (702) 245-8690

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Grant Carpenter, Manager

Subscribed and sworn before me

This _____ day of _____, 20 _____

Notary Public in and for said County and State

See attached California All-Purpose Certificate of Acknowledgment

PRJ-78111
01/16/20

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On January 15, 2020 before me, Berta Hakimi Negari,
(Here insert name and title of the officer)

personally appeared Grant Carpenter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BERTA HAKIMI NEGARI
Notary Public - California
Los Angeles County
Commission # 2240771
My Comm. Expires May 29, 2022

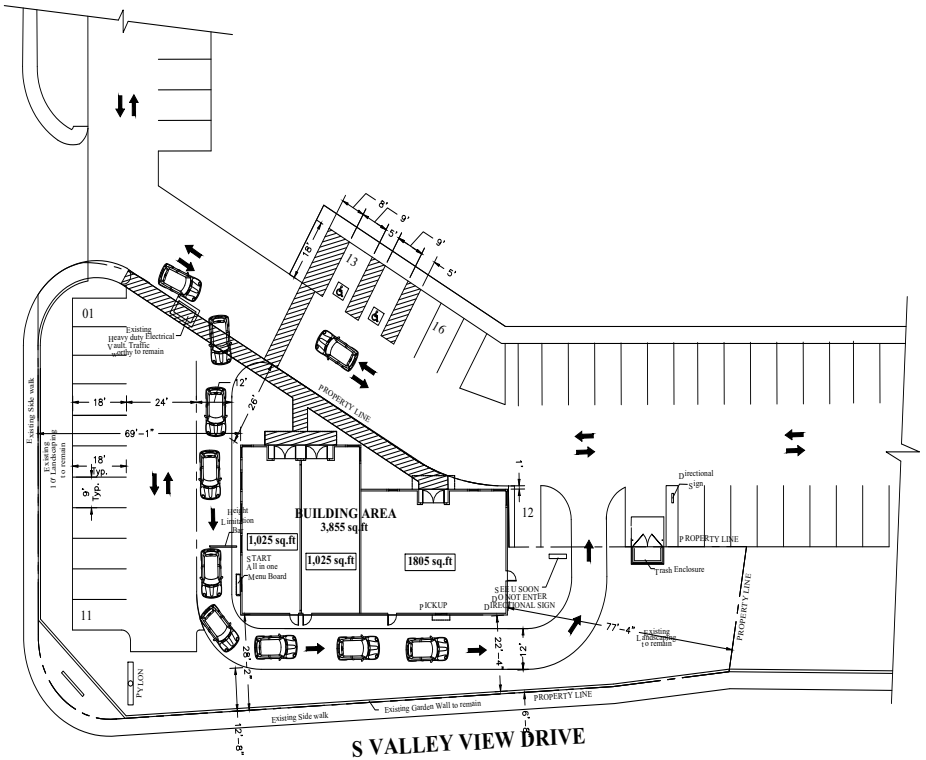
PRJ-78111
01/16/20



AERIAL VIEW

C1

W CHARLESTON BLVD.



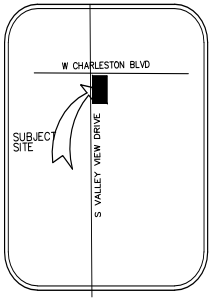
S VALLEY VIEW DRIVE

C1

CONCEPTUAL SITE PLAN

(SCALE: 1"-20'-0")

VICINITY MAP



PROJECT/PROPERTY INFORMATION:

JURIDICTION: CITY OF LAS VEGAS
EXISTING ZONING C1
PROPOSED ZONING C1

APN# 162-06-501-001

GROSS AREA= 0.43 ACRES

PROPERTY ADDRESS:
3801 W CHARLESTON BLVD
LAS VEGAS NV 89

OWNER:
CVVLLC
5960 S JONES BLVD
LAS VEGAS NV 89118

BUILDING SETBACK:

	REQUIRED	PROVIDED
FRONT SETBACK	10'	12.5'(Ave)
REAR SETBACK	20'	25' (Ave)
LEFT SETBACK	10'	34'
RIGHT SETBACK	10'	40' (Ave)

CODE USED – 2018 I.B.C., U.P.C., U.M.C., U.F.C. 2017 NEC ANSI 2009

TYPE OF CONSTRUCTION: V-B
OCCUPANCY: B
FIRE PROTECTION: NO FIRE SPRINKLERS

BUILDING HEIGHT:
BUILDING HEIGHT = 20'-4" / SINGLE STORY
BUILDING FLOOR AREA = 3,855 SQ.FT

PARKING ANALYSIS:
REQUIRED PARKING= 4000/250 = 16
HC ACCESSIBLE = 1
HC VAN ACCESSIBLE = 1
REGULAR PARKING = 14

TOTAL PARKING SPACES PROVIDED =16

ADJOINING LOT IS OWNED BY THE SAME OWNER
AREA OF OFFICE SPACE IN 5 BUILDING = 85,622 S.F.
REQUIRED PARKING SPACES = 85622/250=343
TOTAL PARKING SPACES REQUIRED =16+343 = 359
PARKING SPACES PROVIDED =436
(INCLUDED IN 2 STORY PARKING STRUCTURE)

PROPOSED RETAIL BUILDING
@ 3801 W CHARLESTON BLVD

CONTRACTOR: M.O.CONSTRUCTION LLC
SCLE: 71494 TEL: (702) 286-5700 DATE: 01/16/20

DRAWING NAME: CONCEPTUAL SITE PLAN

DRAWN BY: RVN TEL: (702) 245-8690 DRG NUM: A0

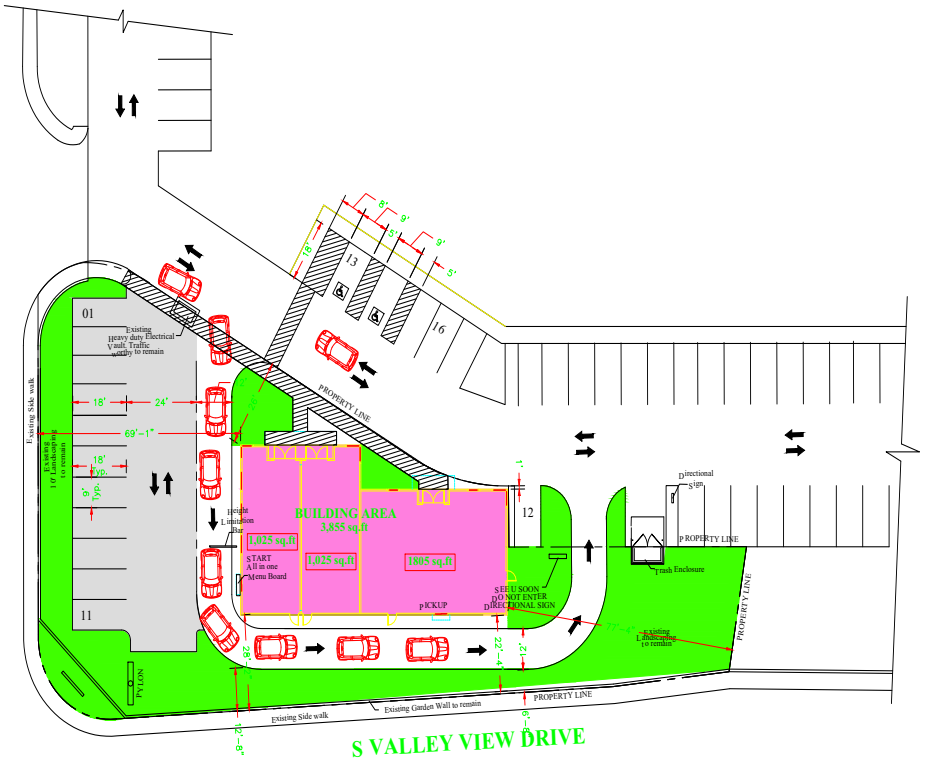
PRJ-7811
01/16/20



AERIAL VIEW

C1

W CHARLESTON BLVD.



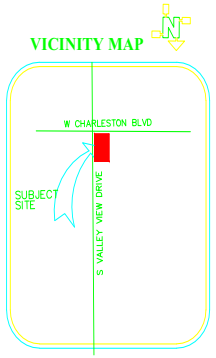
S VALLEY VIEW DRIVE

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CONCEPTUAL SITE PLAN

(SCALE: 1"-20'-0")

VICINITY MAP



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PROPOSED ZONING C1

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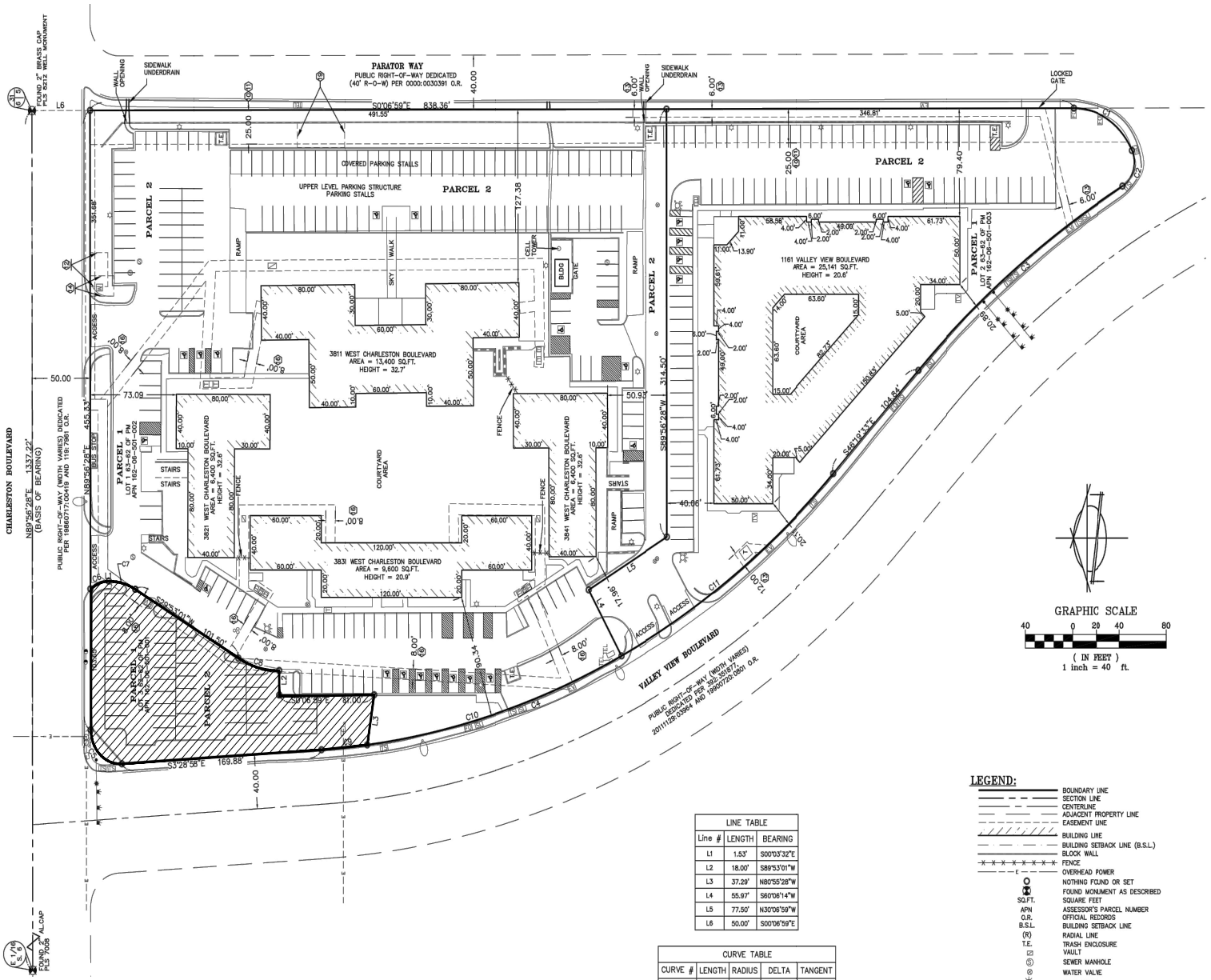
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@ 3801 W CHARLESTON BLVD
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DRAWING NAME: CONCEPTUAL SITE PLAN
DRAWN BY: RVN TEL: (702) 245-8690 DRG NUM.: A0

PRJ-78111
01/16/20



LINE TABLE		
Line #	LENGTH	BEARING
L1	1.53'	S00°03'32"E
L2	18.00'	S89°53'01"W
L3	37.29'	N80°55'28"W
L4	55.97'	S60°06'14"W
L5	77.50'	N30°06'59"W
L6	50.00'	S00°06'59"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	61.97'	55.34'	064°09'49"	34.69'
C2	30.17'	20.00'	086°25'01"	18.79'
C3	221.25'	755.00'	016°47'28"	111.42'
C4	493.52'	660.00'	042°50'35"	258.94'
C5	40.76'	25.00'	093°25'28"	26.54'
C6	15.51'	20.00'	044°25'50"	8.17'
C7	23.56'	45.00'	030°00'00"	12.06'
C8	36.13'	69.00'	030°00'00"	18.49'
C9	39.69'	660.00'	003°26'43"	19.85'
C10	227.45'	660.00'	019°44'42"	114.86'
C11	226.38'	660.00'	019°39'08"	114.31'

LEGEND:

- BOUNDARY LINE
- SECTION LINE
- CENTERLINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- BUILDING LINE
- BUILDING SETBACK LINE (B.S.L.)
- BLOCK WALL
- FENCE
- OVERHEAD POWER
- NOTHING FOUND OR SET
- FOUND MONUMENT AS DESCRIBED
- SQ.FT. SQUARE FEET
- APN ASSESSOR'S PARCEL NUMBER
- O.R. OFFICIAL RECORDS
- B.S.L. BUILDING SETBACK LINE
- (R) RADIAL LINE
- T.E. TRASH ENCLOSURE
- VAULT
- SEWER MANHOLE
- WATER VALVE
- AREA LIGHT
- HANDICAP PARKING
- FIRE HYDRANT
- STREET LIGHT
- TELEPHONE BOX
- STREET LIGHT BOX
- TRAFFIC SIGNAL BOX
- TV BOX
- FIBER OPTIC BOX
- ELECTRIC BOX
- TRANSFORMER
- ELECTRIC VAULT
- ANCHOR
- CLEAN OUT
- OVERHEAD POWER

PROPOSED RETAIL BUILDING
@ 3801 W CHARLESTON BLVD

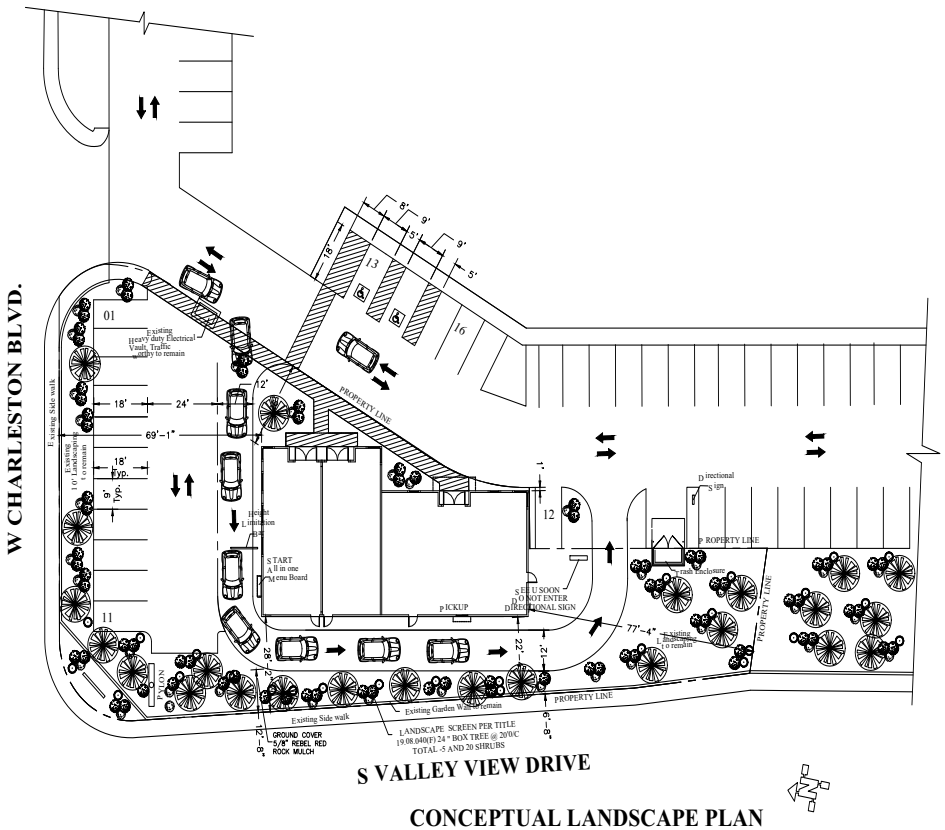
CONTRACTOR: M.O.CONSTRUCTION LLC
SCLE: 1"=40' | TEL: (702) 286-5700 | DATE: 11/25/19

PRJ-7811
01/16/20

DRAWING NAME: **OVERALL SITE PLAN**

DRAWN BY: RVN | TEL: (702) 245-8690 | DRG NUM: A0.1

LANDSCAPE MATERIAL LIST			
SYMBOL	COMMON NAME	SIZE	COUNT
	WEEPING JUNIPER STRAWBERRY TREE BLUE ATLAS CEDAR LEATHER LEAF ARCATIA	48" BOX	
	EUROPEAN HACKBERRY MESA PALO VERDE WESTERN REDBUD LEATHER LEAF ARCATIA	36" BOX	
	ITALIAN STONE PINE MEXICAN SYCAMORE ARIZONA ASH ARIZONA CYPRESS	24" BOX	18
	BOG ROSEMARY DESERT HOLLY BOTTLE BRUSH NATAL PLUM	15 GAL.	
	JASMINE JUNIPER LAVENDER FLANNEL BUSH	5 GAL.	85
	DAY LILY PHOTINIA MOCK ORANGE MAHONIA	1 GAL.	25
	CREAPER / VINE	5 GAL.	58
	CYPRESS	15 GAL.	
	4" REBEL ROCK		
	5/8" GOLD ROCK MULCH		
	5/8" REBEL RED ROCK MULCH		
	REBEL RED ROX BOULDER		
	KEY STONE		
	CONC. CURB		
	ARTIFICIAL GRASS		
	2'x2' PAVERS		



CONCEPTUAL LANDSCAPE PLAN

(SCALE: 1"-20'-0")

PROPOSED RETAIL BUILDING
@ 3500 W CHARLESTON BLVD

CONTRACTOR: M.O.CONSTRUCTION LLC

SCLE: 71494 TEL: (702) 286-5706 01/16/20

DRAWING NAME: CONCEPTUA LANDSCAPE PLAN

DRAWN BY: RVN TEL: (702) 245-8690 DRAWING NUM.: LI

PRELIMINARY 01/16/20



CONCEPTUAL LANDSCAPE PLAN

(SCALE: 1"-20'-0")

LANDSCAPE MATERIAL LIST

SYMBOL	COMMON NAME	SIZE	COUNT
	WEEPING JUNIPER STRAWBERRY TREE BLUE ATLAS CEDAR LEATHER LEAF ARCATIA	48" BOX	
	EUROPEAN HACKBERRY MESA PALO VERDE WESTERN REDBUD LEATHER LEAF ARCATIA	36" BOX	
	ITALIAN STONE PINE MEXICAN SYCAMORE ARIZONA ASH ARIZONA CYPRESS	24" BOX	18
	BOG ROSEMARY DESERT HOLLY BOTTLE BRUSH NATAL PLUM	15 GAL	
	JASMINE JUNIPER LAVENDER FLANNEL BUSH	5 GAL.	85
	DAY LILY PHOTINIA MOCK ORANGE MAHONIA	1 GAL.	25
	CREAPER / WINE	5 GAL.	58
	CYPRESS	15 GAL.	
	4" REBEL ROCK		
	5/8" GOLD ROCK MULCH		
	5/8" REBEL RED ROCK MULCH		
	REBEL RED ROX BOULDER		
	KEY STONE		
	CONC. CURB		
	ARTIFICIAL GRASS		
	2'x2' PAVERS		

PROPOSED RETAIL BUILDING
@ 3E CHARLESTON BLVD

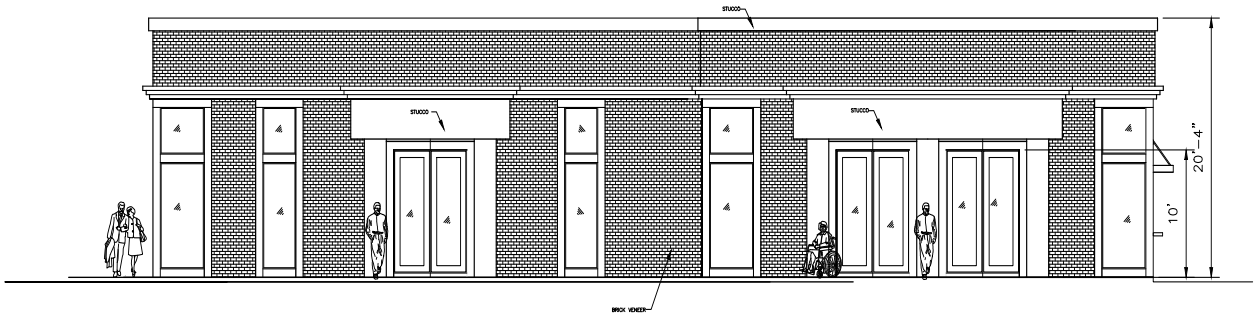
CONTRACTOR: M.O.CONSTRUCTION LLC

SCLE: 71494 TEL: (702) 286-5706 01/16/20

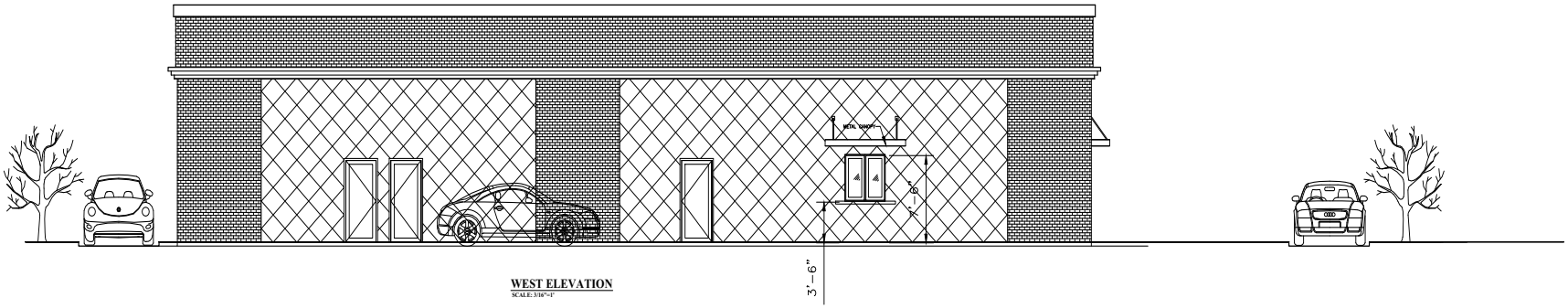
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DRAWN BY: RVN TEL: (702) 245-8690 DRAWING NUM: LI

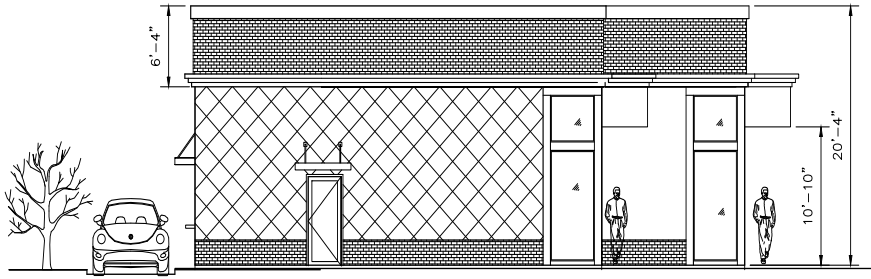
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01/16/20



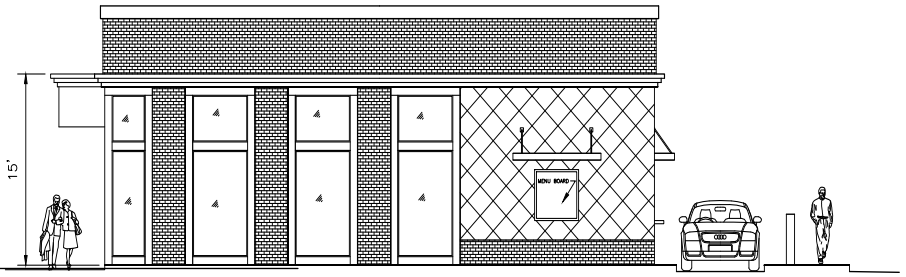
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SCALE: 3/16"=1'



WEST ELEVATION
SCALE: 3/16"=1'



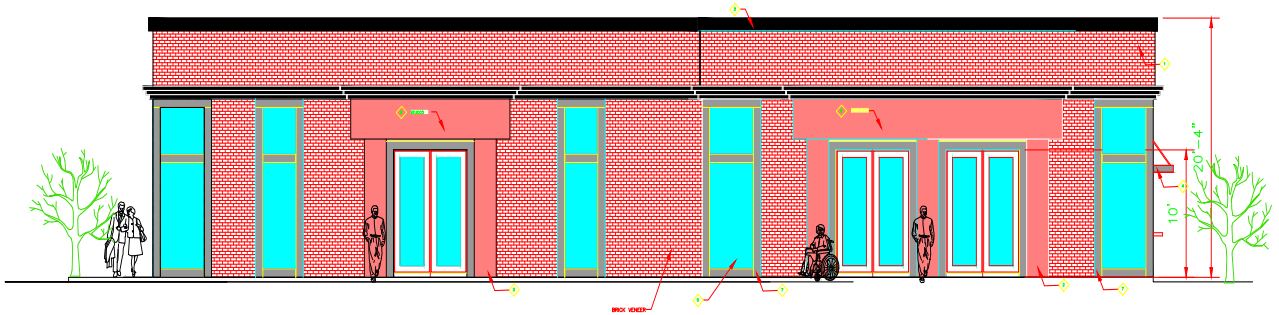
SOUTH ELEVATION
SCALE: 3/16"=1'



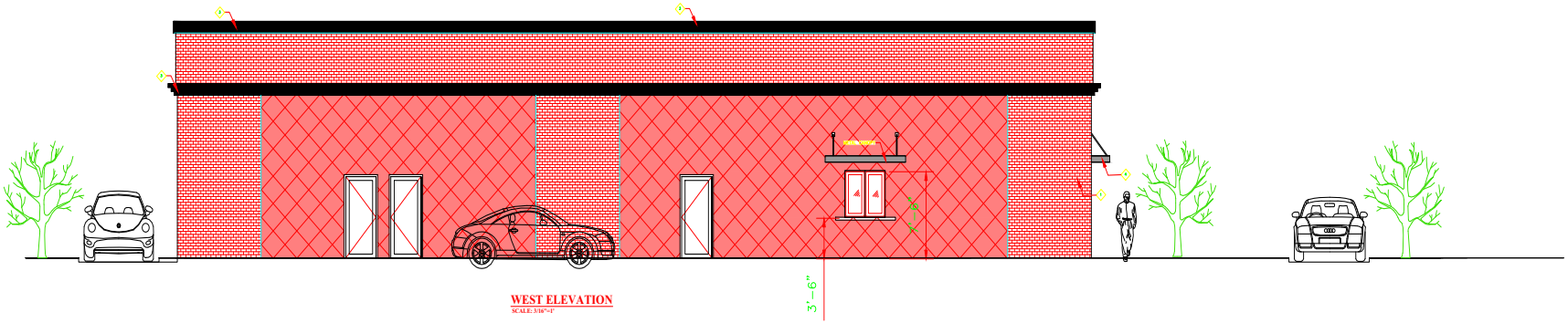
NORTH ELEVATION
SCALE: 3/16"=1'

Nevada Licensed Contractor, Lic. # 71494	PROPOSED RETAIL BUILDING
Authorized Signature:	@ 3500 W CHARLESTON BLVD
	CONTRACTOR: M.O.CONSTRUCTION LLC
	LIC.#: 71494 TEL: (702) 286-5700 DATE: 01/16/20
Architectural drawings have been signed by a licensed Nevada Contractor as allowed per NRS 623.335 paragraph 1 (sub paragraph d) and under the provisions of chapter 624 of NRS who provides his own drawings for his own construction activities.	DRAWING NAME: BUILDING -A ELEVATIONS
	DRAWN BY: RVN TEL: (702) 245-8690 DRAWING NUM.: A1

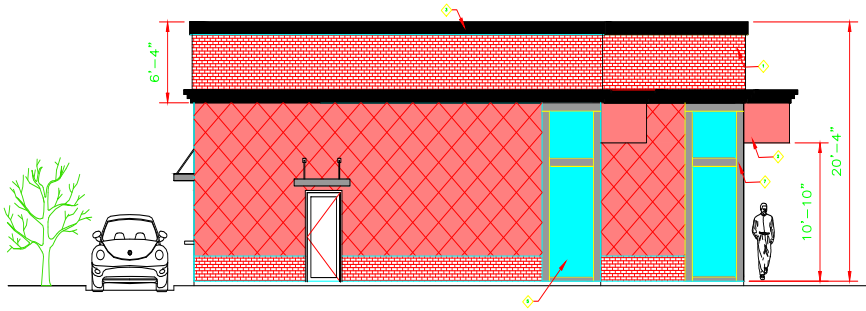
PREVIEW 01/16/20



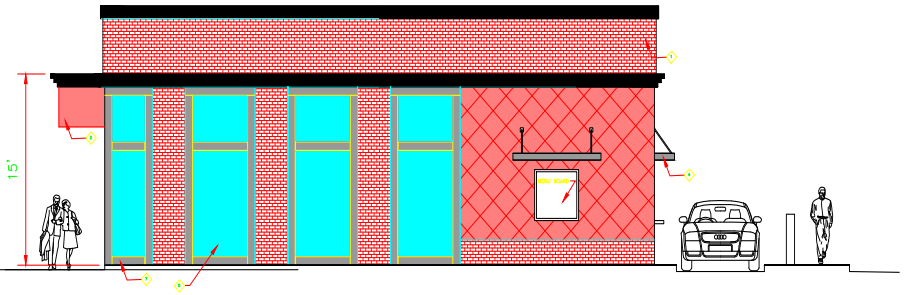
EAST ELEVATION
SCALE: 3/16"=1'



WEST ELEVATION
SCALE: 3/16"=1'



SOUTH ELEVATION
SCALE: 3/16"=1'



NORTH ELEVATION
SCALE: 3/16"=1'

PROPOSED RETAIL BUILDING
3501 W. HORIZON RIDGE BLVD

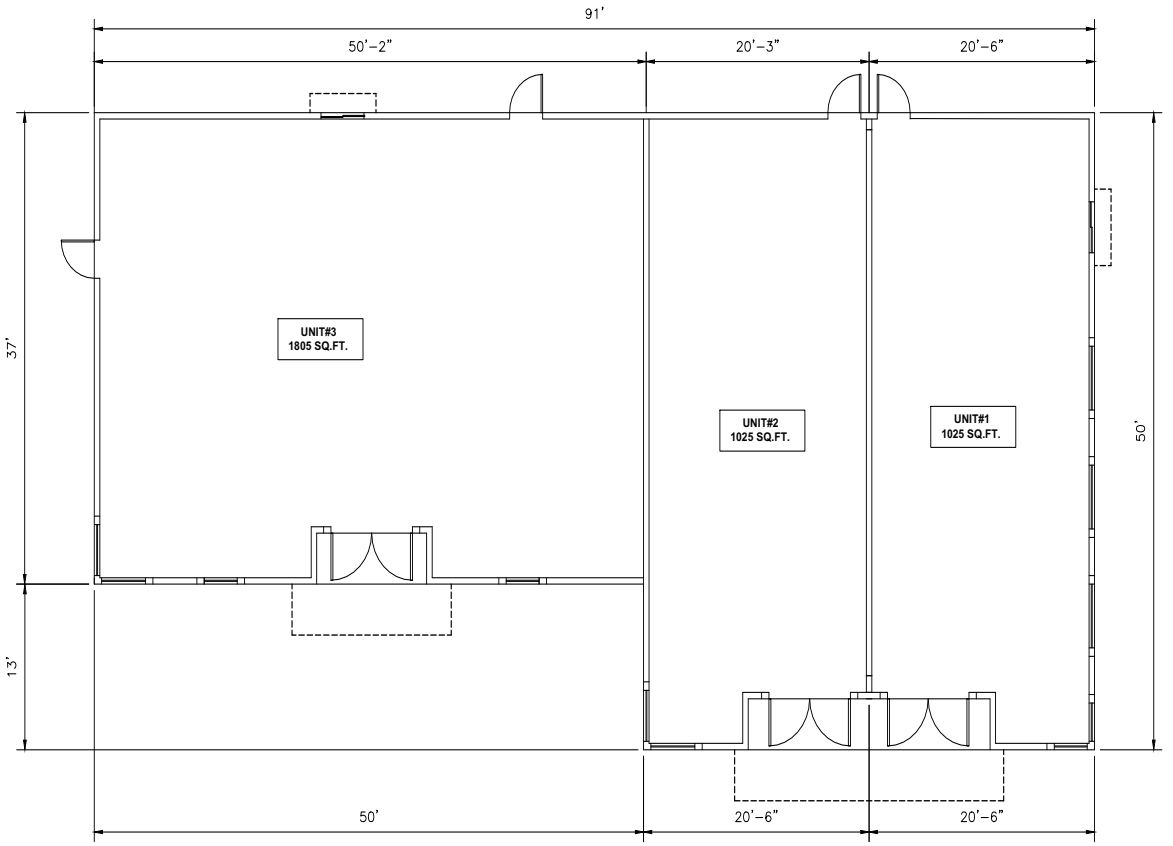
CONTRACTOR: M.O.CONSTRUCTION LLC

SCLE: 7149 TEL: (702) 286-5709 DATE: 01/16/20

DRAWING NAME: BUILDING -A ELEVATIONS

DRAWN BY: RVN TEL: (702) 245-8690 DRAWING NUM.: A1

PRELIM 01/16/20



FLOOR PLAN

SCALE: 3/16"=1' (3,855 Sq.Ft.)

Nevada Licensed Contractor, Lic. # 71494 Authorized Signature: Architectural drawings have been signed by a licensed Nevada Contractor as allowed per NRS 623.330 paragraph 1 (sub paragraph d) and under the provisions of chapter 624 of NRS who provides his own drawings for his own construction activities.	PROPOSED RETAIL BUILDING @ 3801 W CHARLESTON BLVD CONTRACTOR: M.O.CONSTRUCTION LLC LIC#: 71494 TEL: (702) 286-5700 DATE: 01/16/20 DRAWING NAME: FLOOR PLAN DRAWN BY: RVN TEL: (702) 245-8690 DRAWING NUM: A2

RECEIVED
01/16/20



SDR-78245 [PRJ-78111] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC
3801 WEST CHARLESTON BOULEVARD

01/30/2020



SDR-78245 [PRJ-78111] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: MO CONSTRUCTION, LLC - OWNER: CVV, LLC
3801 WEST CHARLESTON BOULEVARD

01/30/2020

Jan.16th 2020

JUSTIFICATION LETTER

PROPOSED RETAIL BUILDING

APN# 162-06-501-001

Planner,
City of Las Vegas. Zoning Dept.
Las Vegas.

The subject property is located at the SE corner of W Charleston Blvd. & Valley view Blvd., which is currently Zoned C1, and used as parking for the adjacent office complex Owned by the same property owner C VV LLC.
The Owner would like to build a single story, approximately 4000 S.F. retail building in the 0.43 Ac Parcel. 1800 S.F of the space shall be leased out to Dunkin' Donuts, with drive through facility.
Architectural Elements of the proposed Building structure shall be compatible with the adjacent office building complex. Exterior surfaces shall be finished with extensive brick veneer to match the existing adjoining buildings.
Existing parking spaces facing W Charleston Blvd have been left as it is, including the landscape buffer unchanged.
Creative drought tolerant landscaping shall be provided between Valley View Blvd & the Proposed Drive through lane and screened by existing 3' high garden masonry wall.

Facility, once constructed shall be accessed from W Charleston Blvd & Valley view Blvd.
To reduce the anticipated traffic generated and to traffic dept. comments made during Pre Application conference meeting held on 12/18/19, Site plan has been revised with 8 car stacking lane to the satisfaction of the officials in the Traffic Dept.

There shall be a grease interceptor on site per building dept. requirement.

There are very few fast food services currently located between Valley view to Rancho along W Charleston Blvd. to serve the employees of professional offices in the vicinity. We believe that A project like this at this location will be suitable for the fast growing Vegas valley.

During construction the subject project shall create employment for about 25 construction workers. Once in operation the fast food service shall employ about 15 full time employees.. Reasonable contribution to the economy the City of Las Vegas.

Thank you very much for your cooperation.

Sincerely,

MEHDI.
MO CONSTRUCTION.

PRJ-78111
01/16/20

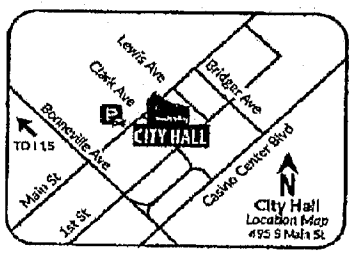
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2020 APR -6 A 9:53

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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.

SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16206510030
SANARP TRUST
SANCHEZ HENRY W & SHIRLEY A TRS
1230 HINSON ST
LAS VEGAS NV 89102-1604

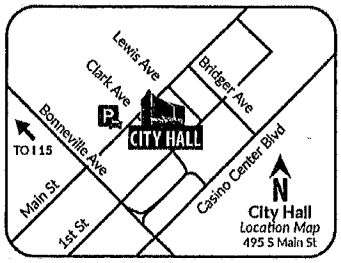
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Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 APR 15 P 3:38



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☒ I OPPOSE this Request

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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205215021
MCGRATH THOMAS & ELIZABETH TRUST
MCGRATH THOMAS J & ELIZABETH J T
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

37 89074-6858

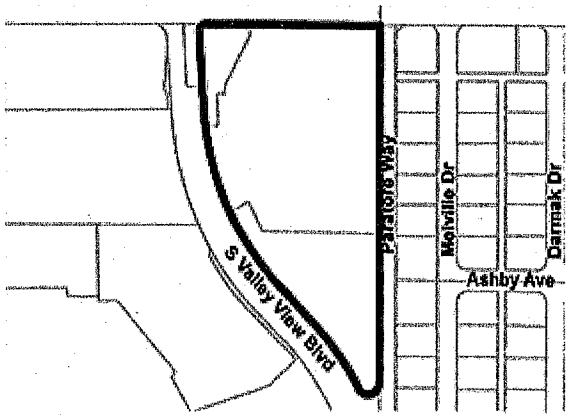
Application Information

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

No waiver of landscape but the landscapes!

Come on Councilman Knudsen!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	04/15/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting via e-mail to citycouncillive@lasvegasnevada.gov, mailing to the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101, or fax to (702)382-4803. Online comments can be submitted via the e-mail provided or from the City's website at www.lasvegasnevada.gov/councilcomment. For further information, go to www.lasvegasnevada.gov (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

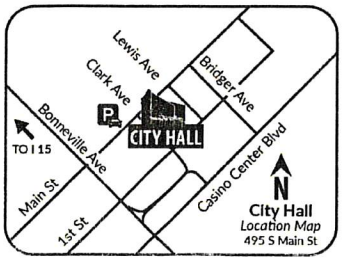
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Office of The City Clerk
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205113047
WYSE OWL TRUST
1207 DOUGLAS DR
LAS VEGAS NV 89102-1815

89 BRDFNP1 89102

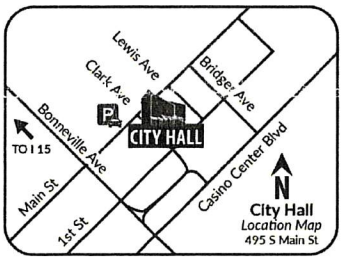
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Office of The City Clerk
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Las Vegas, Nevada 89101

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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205113045
CAMP ROMA LYNN TRUST
CAMP ROMA LYNN TRS
1219 DOUGLAS DR
LAS VEGAS NV 89102-1815

Submitted after final agenda
#57

89 BRDFNP1 89102

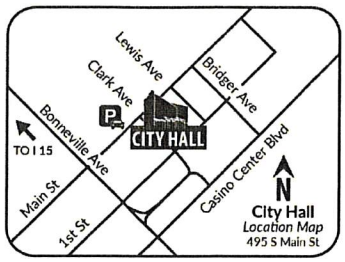
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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16206510029
DAR PROPERTIES L L C
1220 HINSON ST
LAS VEGAS NV 89102

89 BRDFNP1 89102

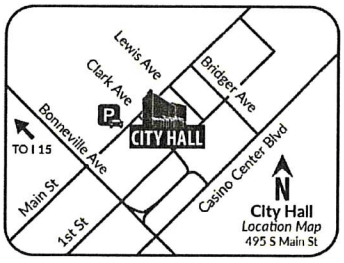
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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205110018
D A R PROPERTIES L L C
1220 HINSON ST
LAS VEGAS NV 89102

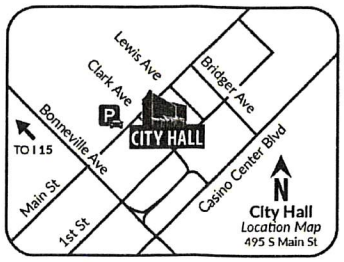
89 BRDFNP1 89102

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SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205110017
DAR PROPERTIES L L C
1220 HINSON ST
LAS VEGAS NV 89102

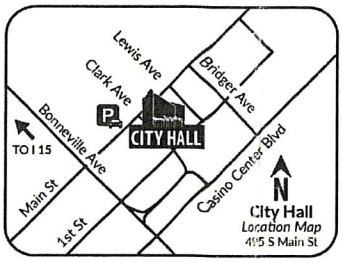
89 BRDFMP1 89102

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Las Vegas, Nevada 89101

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2020 APR -8 P 3:50

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205113016
BRAVIN GERALD & ADELINA FAM TR
BRAVIN GERALD & ADELINA TRS
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

89 BRDFMP1 89102

Application Information

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

With these recommendations having been made, it should not even be brought to the commission.

Steve McCoy

Application Location



The proposed project may not pertain to the entire highlighted project site.

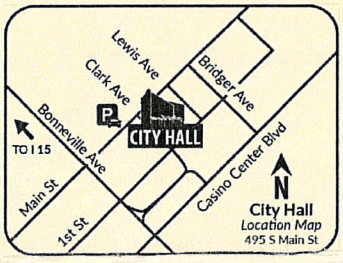
Public Hearing Information

Meeting:	City Council
Date:	04/15/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

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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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Las Vegas, NV
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205210017
MCCOY STEVEN D & CYNTHIA L
1266 DOUGLAS DR
LAS VEGAS NV 89102-1816

Submitted after final agenda

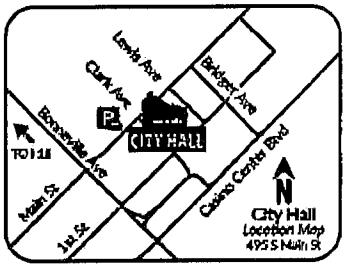
57

89 BRDFNP1 89102

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205113032
PETERSEN MARJORY C
KINDER GLADYS C
1201 DARMAK DR
LAS VEGAS NV 89102-1809

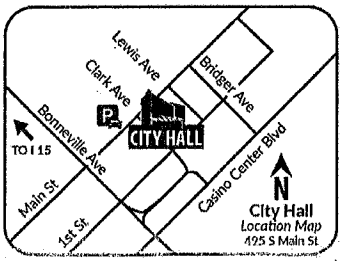
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CITY CLERK
2020 APR -8 P 3:46

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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CITY CLERK
2020 APR -7 P 5:36



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-78245 [PRJ-78111]
City Council Meeting of **04/15/2020**

PRJ-78111
16205215023
LAJES EVELYN
AVILES EVETTE
1336 CASHMAN DR
LAS VEGAS NV 89102

Submitted after final agenda
#57

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

p.1

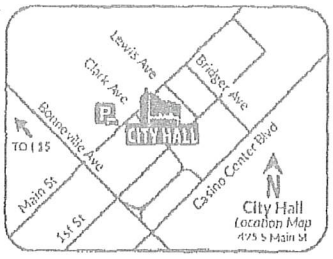
7028705633

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive. 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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Dept of Planning
City of Las Vegas



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
Planning Commission Meeting of **3/10/2020**

SDR-78245
16206510030
SANARP TRUST
SANCHEZ HENRY W & SHIRLEY A TRS
1230 HINSON ST
LAS VEGAS NV 89102-1604

89 ARDFMP1 89102

Henry and Shirley Sanchez

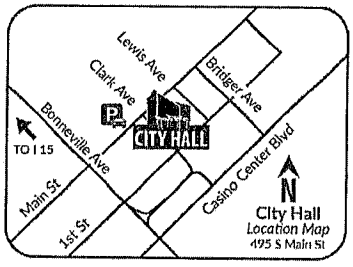
Mar 11 20 03:45p

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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Official Notice of Public Hearing

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MAR 04 2020
Dept of Planning
City of Las Vegas



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-78245 [PRJ-78111]
Planning Commission Meeting of **3/10/2020**

SDR-78245
16205215021
MCGRATH THOMAS & ELIZABETH TRUST
MCGRATH THOMAS J & ELIZABETH J T
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

Submitted after final agenda

48P

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
43

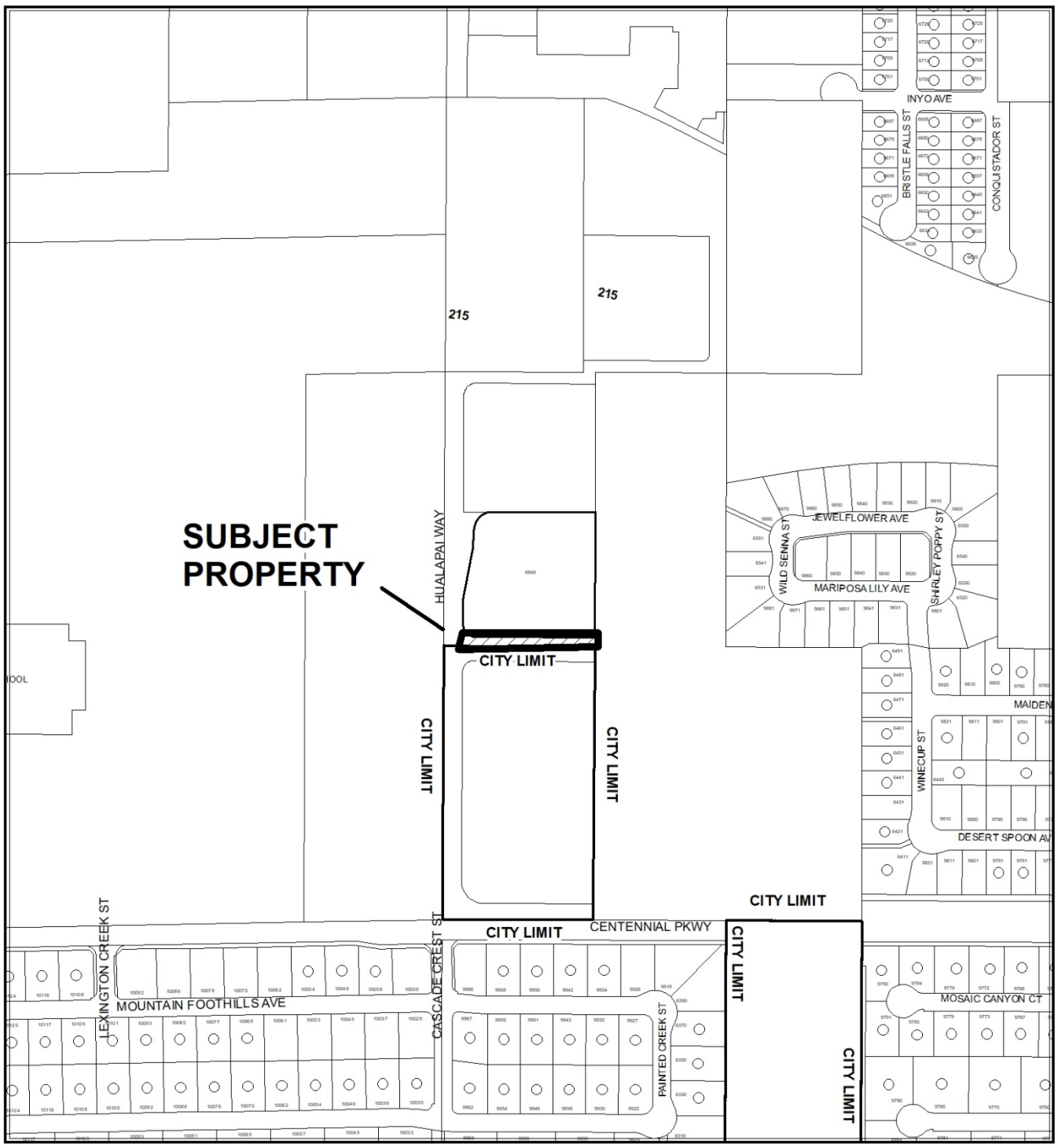
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ROC-78317 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: ARJUN HUALAPAI WAY, LLC - OWNER: RED RUPEE, LLC - For possible action on a request for a Review of Condition of an approved Petition to Vacate (VAC-75859) the north half of Darling Road east of Hualapai Way TO REMOVE CONDITION NUMBER 2, WHICH STATES, "A CLARK COUNTY ORDER OF VACATION TO REMOVE ADJACENT CLARK COUNTY RIGHTS-OF-WAY AND PATENT EASEMENTS SO THAT NO 'ORPHAN' DEDICATION OR PATENT EASEMENT IN CLARK COUNTY REMAINS SHALL RECORD CONCURRENT WITH THIS ORDER OF VACATION UNLESS SPECIFICALLY ALLOWED IN WRITING BY CLARK COUNTY," Ward 6 (Fiore) [PRJ-78275]. Staff recommends DENIAL.

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.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - VAC-75859 [PRJ-75736]
6. Justification Letter
7. Backup Submitted from the May 20, 2020 City Council Meeting



CASE: ROC-78317 (PRJ-78275)



CASE: **ROC-78317 (PRJ-78275)**

0 280 560
Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: **MAY 20, 2020**
DEPARTMENT: **PLANNING**
ITEM DESCRIPTION: **APPLICANT: ARJUN HUALAPAI WAY, LLC - OWNER: RED RUPEE, LLC**

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-78317	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 1 (By Planning)

PROTESTS 0

APPROVALS 0

AS

**** CONDITIONS ****

ROC-78317 CONDITIONS

Planning

1. Conformance to the approved conditions for Site Development Plan Review (SDR-75860) and Vacation (VAC-75859), except as amended herein.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

3. Original Condition #2 of VAC-75859, shall be revised to read as follows:

   The Order of Vacation shall be permitted to Record for the northern half of Darling Road located within jurisdiction of the City of Las Vegas, without regard to the status of adjacent rights-of-way existing within Clark County jurisdiction.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to remove Condition of Approval Number Two (2) of a previously approved Vacation (VAC-75859).

ISSUES

- Condition of Approval Number Two (2) states, “A Clark County Order of Vacation to remove adjacent Clark County rights-of-way and patent easements so that no “orphan” dedication or patent easement in Clark County remains shall record concurrent with this Order of Vacation unless specifically allowed in writing by Clark County.” The Department of Public Works staff imposed this condition.

ANALYSIS

The Vacation application referenced by this Review of Condition, VAC-75859, is associated with the proposed commercial site (reviewed through SDR-75860, which was approved by the City Council on May 15, 2019). Public Works had previously recommended denial of the associated Petition of Vacation due to access concerns for parcels to the east. However, VAC-75859 was approved on May 15, 2019, with the requirement that the south half of Darling Road would also be vacated through Clark County jurisdiction. That Petition of Vacation has since been denied by the County Commission, due to opposition by the owner to the south and access concerns to the east. If the southern half cannot be vacated, Public Works recommends denial of this Review of Condition.

Staff supports the Conditions of Approval imposed upon applicants at the time of approval and is recommending denial of the request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/07/07	The City Council approved the Annexation (ANX-12215) of 207.83 acres generally located north of Centennial Parkway between Shaumber Road and Fort Apache Road, including Centennial High School on the west side of Hualapai Way. The Planning Commission and staff recommended approval. The annexation became effective on 02/15/07.
09/24/09	Department of Planning staff denied a request for a Minor Site Development Plan Review (SDR-35394) for the installation of an 80-foot tall Wireless Communication Facility, Stealth Design (Monopine) on property located at the northeast corner of Darling Road and Hualapai Way.
06/20/18	A neighborhood meeting was held to discuss a proposed commercial development at the southeast corner of Clark County 215 and Hualapai Way. An application was not submitted for this design of the project
11/21/18	The City Council approved a request for a General Plan Amendment (GPA-73572) from R (Rural Density Residential) to SC (Service Commercial) at the southeast corner of Clark County 215 and Hualapai Way. The Planning Commission and Planning Department Staff recommended approval.
	The City Council approved a request for Rezoning (ZON-73573) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to C-1 (Limited Commercial) at the southeast corner of Clark County 215 and Hualapai Way. The Planning Commission and Planning Department Staff recommended approval.
	The City Council approved a request for Special Use Permit (SUP-73574) for a proposed 3,043 square-foot Beer/Wine/Cooler Off-Sale Establishment use with a waiver to allow a 385-foot distance separation from a school where 400 feet is required at the southeast corner of Clark County 215 and Hualapai Way. The Planning Commission and Planning Department Staff recommended approval
	The City Council approved a request for Site Development Plan Review (SDR-73576) to allow a proposed 9,043 square-foot commercial development with a waiver to allow buildings to not orient to the corner and street frontages where such is required at the southeast corner of Clark County 215 and Hualapai Way. The Planning Commission and Planning Department Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/15/19	The City Council approved a Vacation (VAC-75859) to Vacate a U.S. Government Patent Easement located on the north and east perimeter of the site and a 30-foot portion of the north half of Darling Road located east of Hualapai Way. Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Site Development Plan Review (SDR-75860) Major Amendment to a previously approved Site Development Plan Review (SDR-73576) for the proposed expansion of the subject site and parking lot reconfiguration for a 9,043 square-foot commercial development with a Waiver to allow an eight-foot landscape buffer on the south perimeter where 15 feet is required on 2.02 acres at 6840 North Hualapai Way
08/13/19	A Tentative Map Plan (TMP-76890) was approved for a one-lot commercial subdivision at 6840 North Hualapai Way.
08/15/19	Department of Planning staff administratively approved a Minor Amendment (SDR-77123) of an approved Site Development Plan Review (SDR-73576) for the proposed 2,541 square-foot expansion of a 6,000 square-foot building on the north perimeter and parking lot reconfiguration for an approved 9,043 square-foot commercial development on 2.29 acres at the southeast corner of Clark County 215 and Hualapai Way.
12/03/19	The Clark County Planning Commission denied a request to Vacate and Abandon (VS19-0763) a portion of Darling Road between Hualapai Way and Grand Canyon Drive within Lone Mountain Township. Staff recommended approval. The Lone Mountain Town Advisory Board recommended denial.
03/18/20	The City Council voted to hold a request for a Review of Condition (ROC-78317) in abeyance to the April 15, 2020 City Council Meeting.
04/15/20	The City Council voted to hold a request for a Review of Condition (ROC-78317) in abeyance to the May 20, 2020 City Council Meeting.

Most Recent Change of Ownership	
04/18/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no relevant building permits or business licenses related to this request.

Pre-Application Meeting	
01/28/20	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Conditions.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
01/20/20	A routine field check was conducted by staff; nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	2.02

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	Clark County I-215 Right-of-Way	Clark County I-215 Right-of-Way	Clark County I-215 Right-of-Way
South	Undeveloped	RL (Residential Low – Clark County)	R-E (Residence Estates)
East		R (Rural Density Residential)	U (Undeveloped)
West		PR-OS (Parks/ Recreation/Open Space)	C-V (Civic)

Master Plan Areas	***Compliance***
No Applicable Master Plan Areas	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Special Purpose and Overlay Districts	***Compliance***
Trails	N/A
Rural Preservation Overlay District	N/A
Las Vegas Redevelopment Plan Area	N/A
Development Impact Notification Assessment	N/A
Project of Regional Significance	N/A

AS

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Hualapai Way	Freeway/Expressway	Title 13	80-86	N

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) Review of Condition

Project Address (Location) 6840 N. Hualapai Way

Project Name 215 and Hualapai **Proposed Use** Commercial

Assessor's Parcel #(s) 125-19-401-002 **Ward #** 6

General Plan: Existing SC Proposed SC **Zoning:** Existing C-1 Proposed C-1

Additional Information

Property Owner Red Rupee LLC Contact Rupee Chima
Address 6890 N. Hualapai Way City Las Vegas State NV Zip 89149
E-mail rapinderchima@gmail.com Phone 702-498-6058

Applicant Arjun Hualapai Way LLC Contact Rupee Chima
Address 6890 N. Hualapai Way City Las Vegas State NV Zip 89149
E-mail rapinderchima@gmail.com Phone 702-498-6058

Representative Zenith Engineering Contact Julia Izzolo
Address 1980 Festival Plaza Dr. Suite 450 City Las Vegas State NV Zip 89135
E-mail julia.izzolo@zenith-lv.com Phone 702-835-3496

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 Jaswinder Grewal

Subscribed and sworn before me
This 29th day of January, 20 20

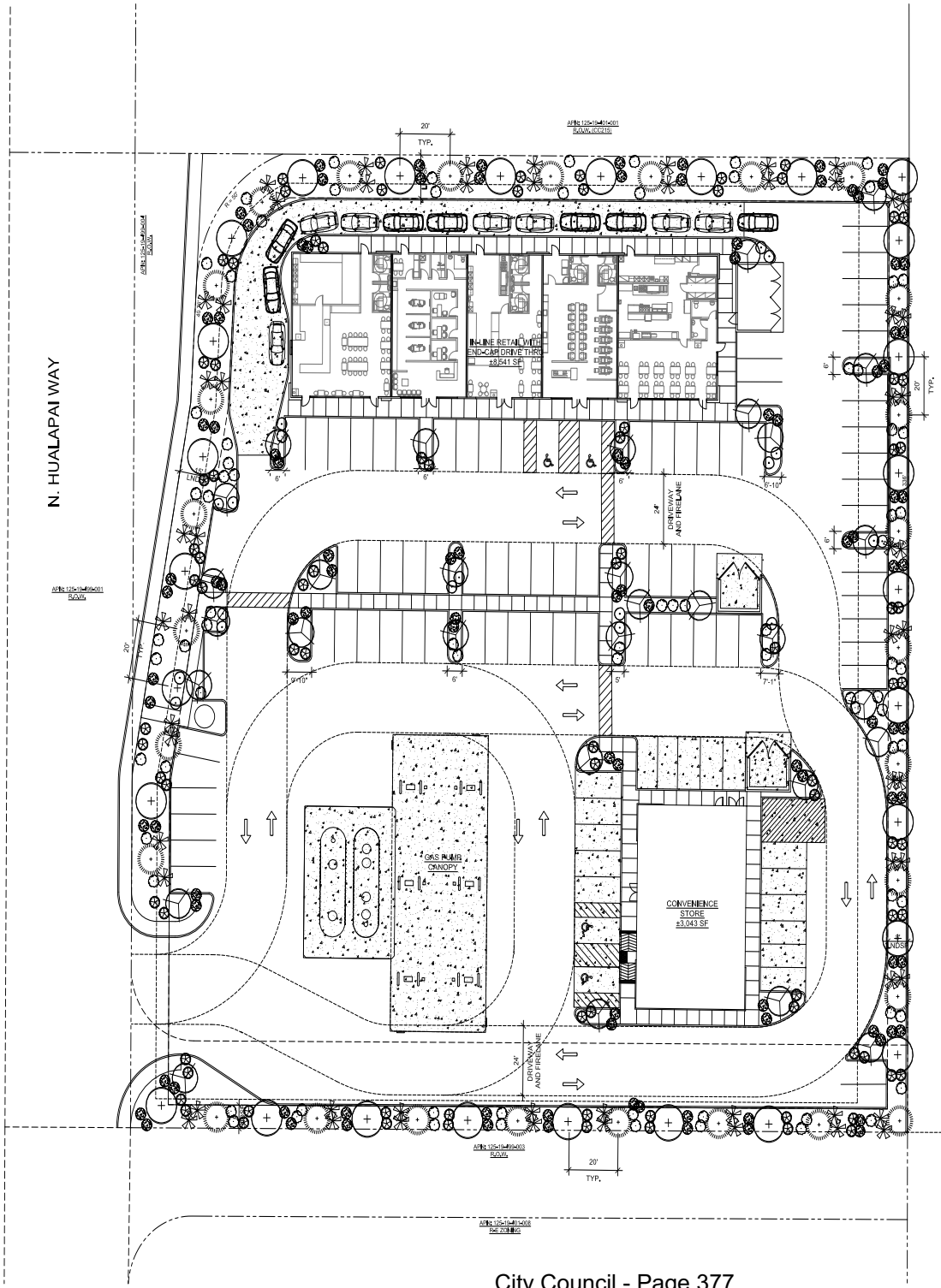
Elizabeth Lopez
Notary Public in and for said County and State

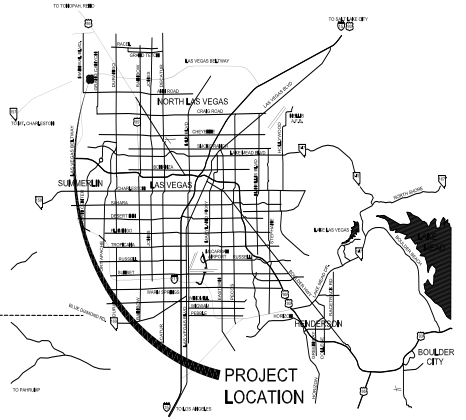
ELIZABETH LOPEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-21-20
Certificate No: 07-1529-1

PRJ-78275
02/04/20

SYMBOL	SIZE	COMMON NAME	BOTANICAL NAME	QUANTITY
	24 INCH BOX	BLUE PALO VERDE	PARKINSONIA FLORIDA	28
	24 INCH BOX	CAROLINA LAUREL CHERRY	PRUNUS CAROLINIANA	31
	24 INCH BOX	SHOESTRING ACACIA	ACACIA STENOPHYLLA	28

SYMBOL	SIZE	COMMON NAME	BOTANICAL NAME	QUANTITY
	5 GALLON	TRAILING LANTANA- ORANGE	LANTANA MONTEVIDENSIS - ORANGE	104
	5 GALLON	TRAILING LANTANA- YELLOW	LANTANA MONTEVIDENSIS - YELLOW	85
	5 GALLON	AUTUMN SAGE	SALVIA GREGGII	79
	5 GALLON	GREEN DESERT SPOON	DASYLIRION ACROTRICHE	18
	5 GALLON	PURPLE FOUNTAIN GRASS	PENNISETUM SETACEUM 'RUBRUM' 'CUPREUM'	58





OVERALL VICINITY MAP
SCALE: NOT TO SCALE

NORTH

A CONCEPTUAL LANDSCAPE PLAN
SCALE: 1"=20'-0"
SCALE 1" = 20'
0 10 20 40

PR-478275
02/04/20

ARCHITECT OF RECORD

PLIRIS design studio

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JOHN JOSEPH CARROLL JR. REGISTERED No. 7612 ARCHITECT STATE OF NEVADA

07.19.2019

COMMERICAL DEVELOPMENT AT HUALAPAI AND 215
6840 N. HUALAPAI WAY,
LAS VEGAS, NV 89149
APN: 125-19-401-002

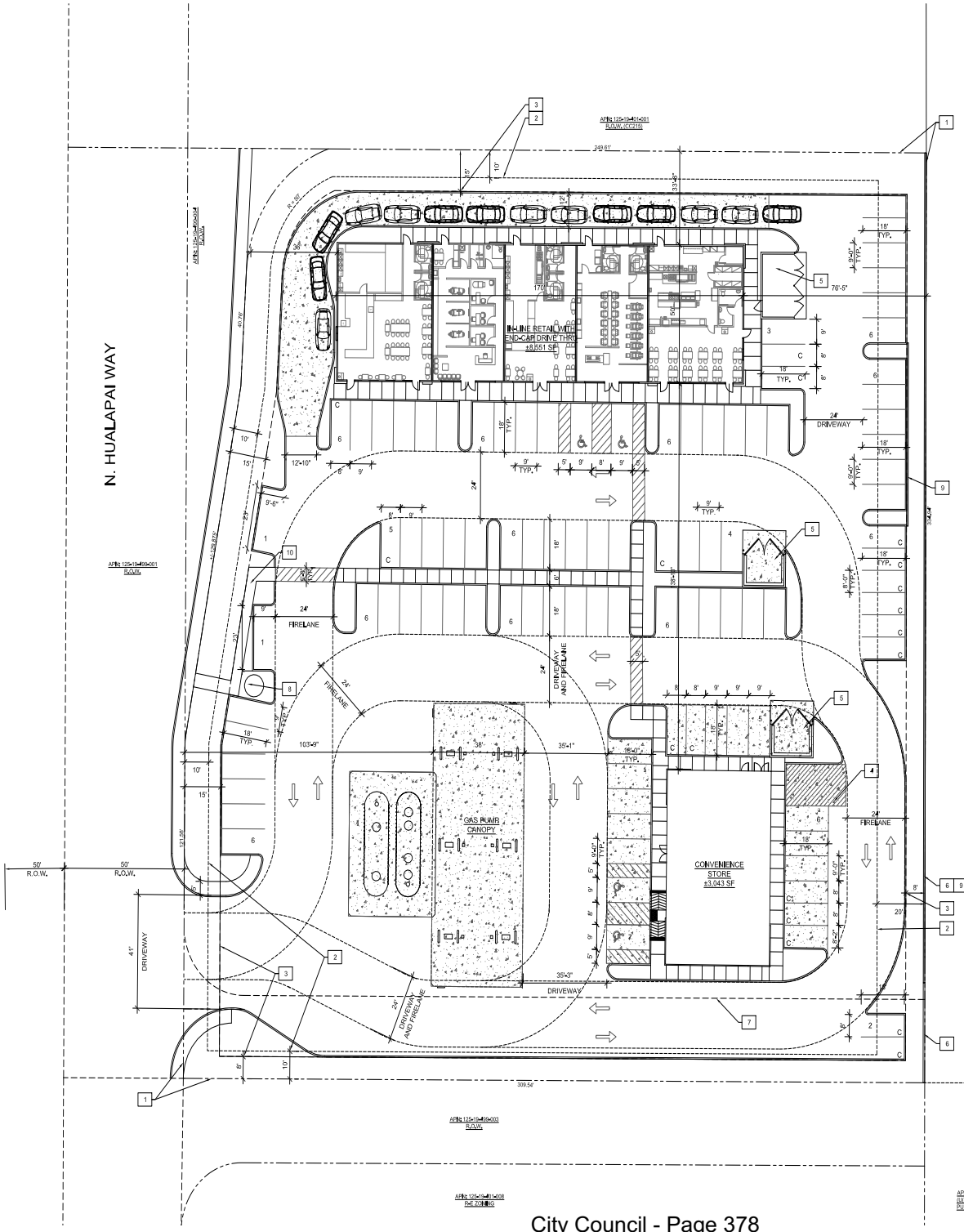
Issue	Date	Description

Project No.	18-016
Date:	JULY 16, 2019
Drawn:	A. CARROLL
Reviewed:	J. CARROLL

Drawing Title:
CONCEPTUAL LANDSCAPE PLAN

Sheet No.:
CLP1.01

CONCEPTUAL LANDSCAPE PLAN



A | CONCEPTUAL SITE PLAN

SCALE: 1"=20'-0" SCALE 1" = 20' 0 10 20 40

SITE DATA

JURISDICTION:	CITY OF LAS VEGAS
PARCEL #:	125-19-401-002
CURRENT ZONING CLASSIFICATION:	(C-1) LIMITED COMMERICAL DISTRICT
SITE AREA:	+/- 2.29 ACRES
TOTAL BUILDING AREA:	±11,594 SF THIS APPLICATION (±15,458 SF INCLUDING GAS CANOPY)

SITE PARKING DATA:

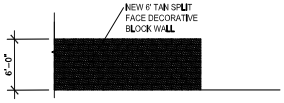
BUILDING NAMES	BUILDING AREA (SF)	PARKING REQUIRED
IN-LINE RETAIL W/ DRIVE-THRU	TOTAL BUILDING SQUARE FOOTAGE: 8,551 S.F. (SEE BREAKDOWN BELOW) TENANT 1 (RESTAURANT) = 2,015 S.F. 403 S.F. SEATING/STANDING 1,612 S.F. REMAINING FL. AREA TENANT 2 (RETAIL) = 1,505 S.F. TENANT 3 (RESTAURANT) = 1,505 S.F. 346 S.F. SEATING/STANDING 1,159 S.F. REMAINING FL. AREA TENANT 4 (RETAIL) = 1,505 S.F. TENANT 5 (RESTAURANT) = 2,021 S.F. 483 S.F. SEATING/STANDING 1,538 S.F. REMAINING FL. AREA	PARKING REQUIRED BY TENANT: TENANT 1 (RESTAURANT): (1:50 SEATING/STANDING=9 STALLS (1:200 REMAINING FL. AREA = 9 STALLS TENANT 2 (RETAIL): (1:175 S.F.)=9 STALLS TENANT 3 (RESTAURANT): (1:50 SEATING/STANDING=7 STALLS (1:200 REMAINING FL. AREA = 6 STALLS TENANT 4 (RETAIL): (1:175 S.F.)=9 STALLS TENANT 5 (RESTAURANT): (1:50 SEATING/STANDING=10 STALLS (1:200 REMAINING FL. AREA = 8 STALLS
CONVENIENCE STORE:	±3,043 S.F.	1:175 S.F. = 18 STALLS
GAS STATION PUMP CANOPY:	NOT APPLICABLE	NOT APPLICABLE
WATER VENDING KIOSK	NOT APPLICABLE	NOT APPLICABLE

TOTAL REQUIRED PARKING = 85 STALLS
TOTAL SITE PARKING (REGULAR STALL): 81
TOTAL SITE PARKING (ACCESSIBLE STALLS): 4

TOTAL PROVIDED PARKING = 100 STALLS
TOTAL SITE PARKING (REGULAR STALL): 76
TOTAL SITE PARKING (COMPACT STALL): 18
TOTAL SITE PARKING (PARALLEL STALL): 2
TOTAL SITE PARKING (ACCESSIBLE STALL): 4

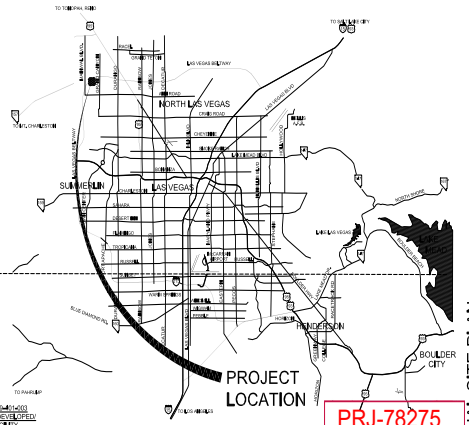
KEYNOTES

1. PROPERTY LINE
2. 10' BUILDING SETBACK LINE
3. LANDSCAPE SETBACK
4. 15'X25' LOADING ZONE
5. TRASH ENCLOSURE
6. 6' HIGH CMU WALL - SEE B/CSP1.01
7. PREVIOUSLY VACATE RIGHT OF WAY LINE
8. WATER VENDING KIOSK
9. 4' RETAINING WALL
10. ACCESSIBLE SIDEWALK TO STREET



B | EAST PROP. DECORATIVE BLOCK WALL

SCALE: 1/8" = 1'-0"



OVERALL VICINITY MAP

SCALE: NOT TO SCALE

PRJ-78275
02/04/20

ARCHITECT OF RECORD
PLIRIS design studio
1980 Festival Plaza Drive, Suite 420
Las Vegas, NV 89135
702.210.7888
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JOHN JOSEPH CARROLL JR. REGISTERED No. 7612 ARCHITECT STATE OF NEVADA
07.19.2019

COMMERICAL DEVELOPMENT AT HUALAPAI AND 215
6840 N. HUALAPAI WAY,
LAS VEGAS, NV 89149
APN: 125-19-401-002

Issue Date	Description

Project No.	18-016
Date:	JULY 16, 2019
Drawn:	A. CARROLL
Reviewed:	J. CARROLL

Drawing Title:
CONCEPTUAL SITE PLAN

CONCEPTUAL SITE PLAN

Sheet No.:
CSP1.01



ROC-78317 - APPLICANT: ARJUN HUALAPAI WAY, LLC - OWNER: RED RUPEE, LLC
NORTH HALF OF DARLING ROAD, EAST OF HUALAPAI WAY

02/20/20

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR
WARD 2 *(Vacant)*

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

May 16, 2019

Mr. David Saltman
VFR Southwest Desert Equities, LLC
8215 South Eastern Avenue, Suite #205
Las Vegas, Nevada 89123

RE: VAC-75859 [PRJ-75736] - VACATION RELATED TO SDR-75860 CITY COUNCIL MEETING OF MAY 15, 2019

Dear Mr. Saltman:

The City Council at a regular meeting held on May 15, 2019 voted to ***APPROVE*** a request for a Petition to Vacate a U.S. Government Patent Easement located on the north and east perimeter of the site and a 30-foot portion of the north half of Darling Road located east of Hualapai Way, Ward 6 (Fiore) [PRJ-75736].

This approval is subject to the following conditions:

1. The limits of this Petition of Vacation shall be the U.S. Government Patent Easements located along the north and east sides of assessor parcel number #125-19-401-002 and the north half of Darling Road, east of Hualapai Way.

2. A Clark County Order of Vacation to remove adjacent Clark County rights-of-way and patent easements so that no "orphan" dedication or patent easement in Clark County remains shall record concurrent with this Order of Vacation unless specifically allowed in writing by Clark County.

3. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. The drainage study required by SDR-75860 may be used to satisfy this requirement provided that it addresses the area to be vacated.

4. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

5. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

6. All development shall be in conformance with code requirements and design standards of all City Departments.

PRJ-78275
02/04/20

7. The Order of Vacation and Order of Relinquishment of Interest shall not be recorded until all of the conditions of approval have been met provided, however, the conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

8. If the Order of Vacation and Order of Relinquishment of Interest is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

The Notice of Final Action was filed with the Las Vegas City Clerk on May 16, 2019.
Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. Joseph Bonifatto
BP Holdings, Inc.
3960 Howard Hughes Parkway, Suite #150
Las Vegas, Nevada 89169

Ms. Julia Izzolo
Zenith Engineering
1980 Festival Plaza Drive, Suite #450
Las Vegas, Nevada 89135

PRJ-78275
02/04/20

ZENITH ENGINEERING

January 16, 2020

City of Las Vegas
Department of Planning and Zoning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Commercial Development at 215 and Hualapai, Zenith Project No. 181001
Review of Condition VAC-75859 [PRJ-75736]

Dear Sir or Madam:

Zenith Engineering has been retained by Arjun Hualapai, LLC to file a Review of Condition Application to review Condition of Approval Number 2 on VAC-75859 that reads "A Clark County Order of Vacation to remove adjacent Clark County rights-of-way and patent easements so that no "orphan" dedication or patent easement in Clark County remains shall record concurrent with this Order of Vacation unless specifically allowed in writing by Clark County."

We submitted a vacation application to Clark County to vacate the south half of Darling Road per the above condition of approval, and although it was recommended for approval by staff, the Planning Commission denied out application due to the parcel owner affected by the right-of-way vacation (Assessor's Parcel Number 125-19-401-008) not being in agreeance with the application.

Currently, Darling Road is not dedicated to the east of the subject site, and furthermore, the proposed residential development approximately 600-feet to the east of the subject site has previously vacated Darling Road. It is not anticipated that Darling Road will be utilized east of the subject site as there is an existing waterline in Hualapai Way and Centennial Parkway. There is also existing sanitary sewer in Centennial Parkway that would allow for APN 125-19-401-008 to gravity feed any future development. The parcel to the south of our proposed development (APN 125-19-401-008) has public access via Hualapai Way and Centennial Parkway. The parcel to the east of our development (APN 125-19-401-003) has public access via Centennial Parkway.

In order to vacate the south half of Darling Road, we would be impacting a property that we do not hold ownership to, and therefore would be difficult to change the property limits and/or boundary. Also, in order for our proposed project to move forward, we require the north half of Darling Road to be vacated. It would detrimentally impact the project if we were unable to vacate the north half of Darling Road as there would not be sufficient area for the proposed development nor would there be sufficient frontage for a driveway off a main arterial, which is crucial to the successfulness of the development and a stipulation of the proposed end user tenants.

PRJ-78275
02/04/20

ZENITH ENGINEERING

We hereby request that you review Condition of Approval Number 2 on our right-of-way vacation application and allow the condition to be removed from this application in order to move forward with the proposed project.

Please feel free to contact me with any questions or comments at (702) 866-9535. Thank you.

Sincerely,

ZENITH ENGINEERING

Julia Izzolo, PE
Principal

PRJ-78275
02/04/20

From: Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Sent: Tuesday, May 19, 2020 3:51 PM
To: Drew Dondero <ddondero@lasvegasnevada.gov>
Cc: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>
Subject: RE: ROC-78317

Perfect, thanks Drew. LuAnn, can we list for withdrawn, w/o prejudice.

Best – Robert

From: Drew Dondero <ddondero@lasvegasnevada.gov>
Sent: Tuesday, May 19, 2020 3:49 PM
To: Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Cc: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>
Subject: RE: ROC-78317

It should be withdrawn, he is not pursuing this ROC any further.

Drew Dondero

Chief Of Staff to Mayor Pro Tem Michele Fiore
Las Vegas City Council, Ward 6
Office: (702) 229-6154 Cell: 702-513-8171 Fax: 702-464-7799
495 S. Main St. Las Vegas, NV 89101

lasvegasnevada.gov

From: Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Sent: Tuesday, May 19, 2020 3:44 PM
To: Drew Dondero <ddondero@lasvegasnevada.gov>
Cc: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>
Subject: RE: ROC-78317

Drew – sorry, but is this Tabled, Withdrawn, or Held in Abeyance? If an abeyance, then we need a

Submitted after final agenda
Date 5/19/20 Item 42

specific date for a future CC meeting. Depending on which of these they mean by "pull" the item. Procedurally for LuAnn and my team these each have different things we have to do in the background. Please let us know.

Best – Robert

From: Drew Dondero <ddondero@lasvegasnevada.gov>
Sent: Tuesday, May 19, 2020 2:18 PM
To: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>; Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Subject: FW: ROC-78317

FYI...

Drew Dondero

Chief Of Staff to Mayor Pro Tem Michele Fiore
Las Vegas City Council, Ward 6
Office: (702) 229-6154 Cell: 702-513-8171 Fax: 702-464-7799
495 S. Main St. Las Vegas, NV 89101

lasvegasnevada.gov

From: Rapinder China <rapinderchima@gmail.com>
Sent: Tuesday, May 19, 2020 2:02 PM
To: Drew Dondero <ddondero@lasvegasnevada.gov>
Cc: Julia Izzolo <julia@zenith-lv.com>; John Carroll <john@plirisdesign.com>
Subject: Re: ROC-78317

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.**

Drew,

Please pull my item from tomorrow's agenda, and will keep you posted on what planning says, thank you

Rupee Chima

Sent from my iPad

> On May 19, 2020, at 1:26 PM, Drew Dondero <ddondero@lasvegasnevada.gov> wrote:

Mr. Chima,

Good Afternoon.
Please send me a request to pull this item from tomorrow's agenda.

I look forward to getting your project back on track as soon as possible.

Thank You,

Drew Dondero

Get Outlook for iOS

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
44

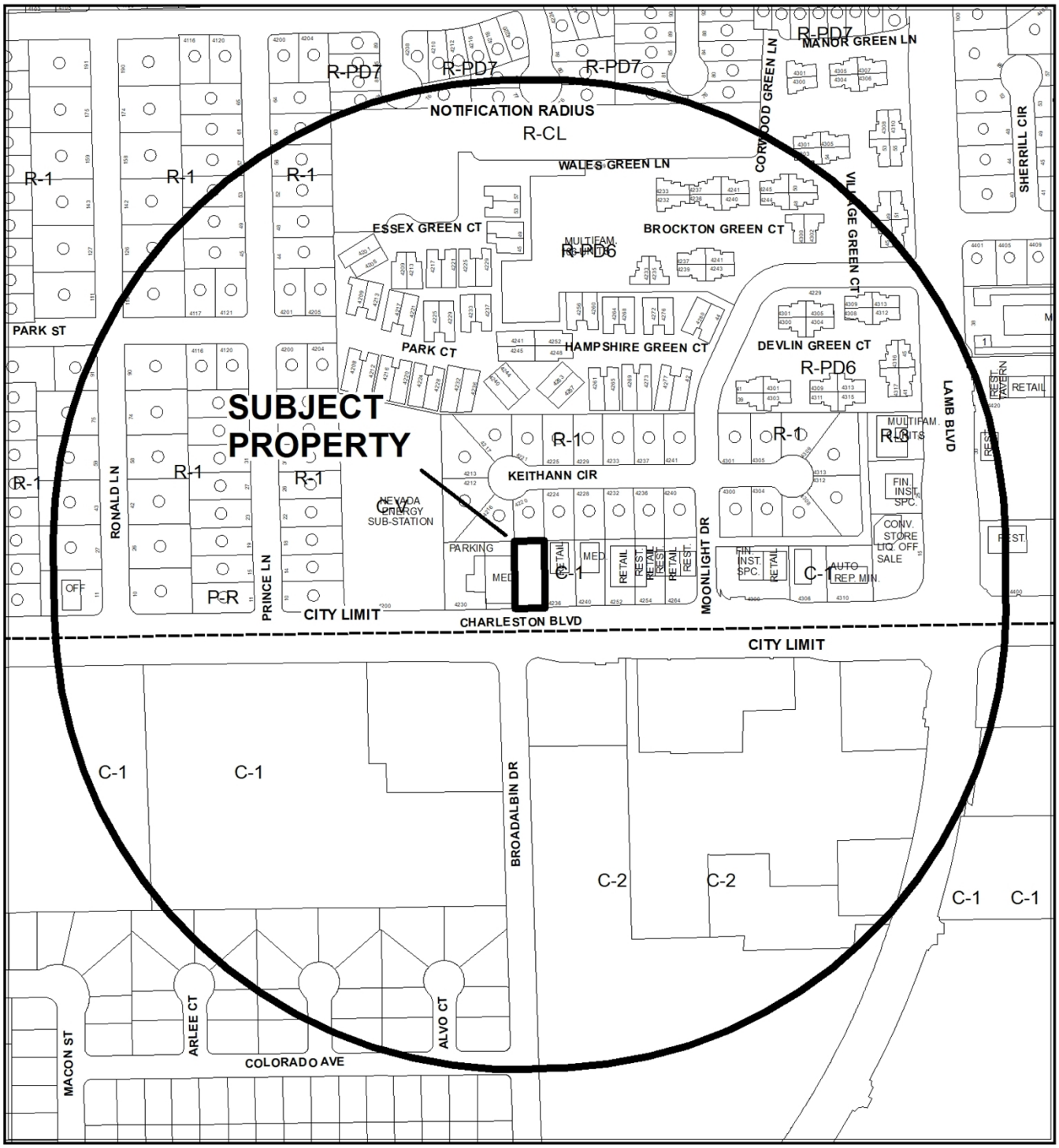
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	1
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Backup Submitted from the February 19, 2020 City Council Meeting
7. Backup Submitted from the May 6, 2020 City Council Meeting
8. Backup Submitted from the May 20, 2020 City Council Meeting
9. Submitted at Meeting - Revised Site Plan by Staff
10. Backup Submitted for the January 14, 2020 Planning Commission Meeting



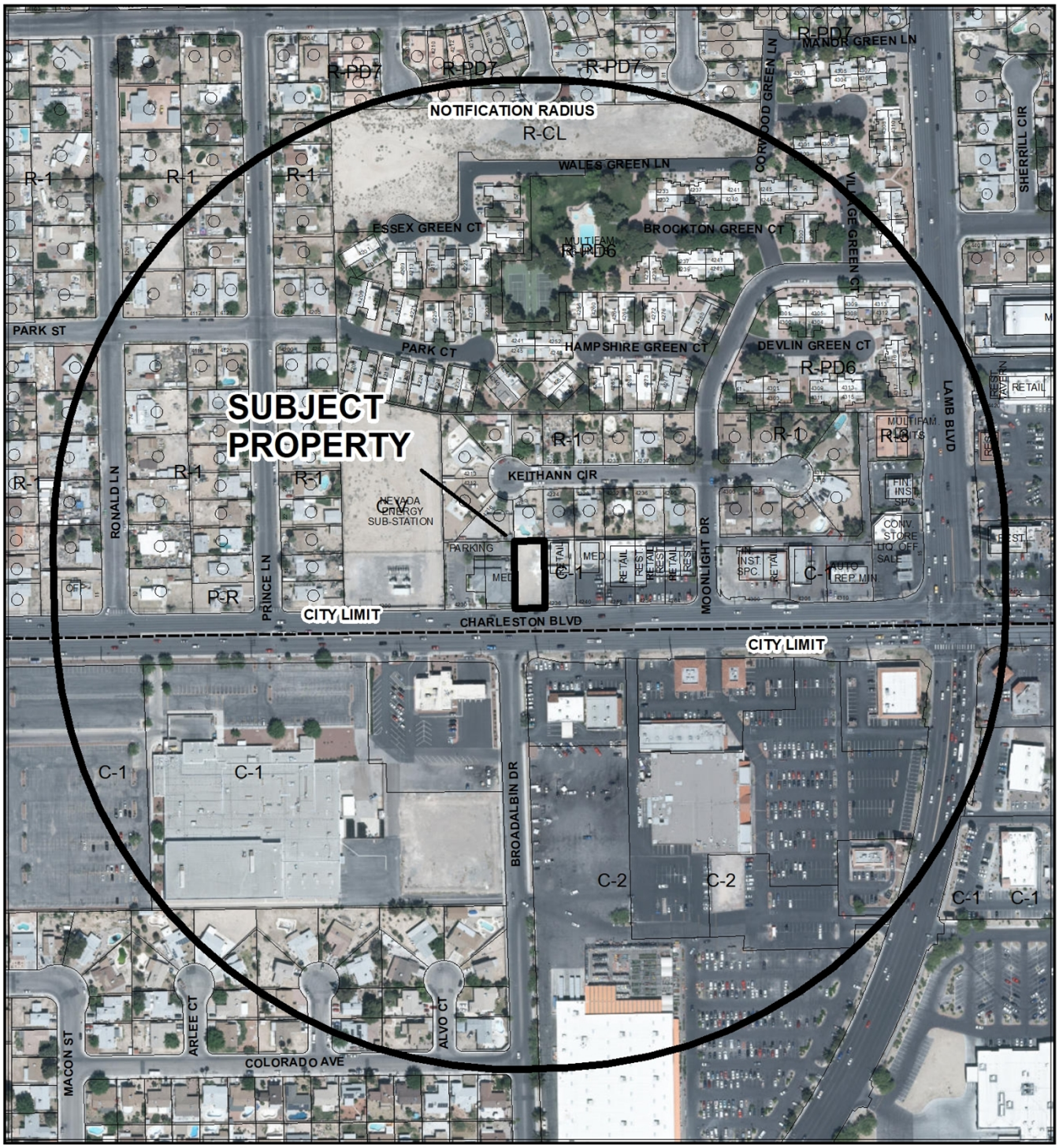
0 250 500 Feet

CASE: **SDR-77943 (PRJ-77713)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 250 500 Feet

CASE: **SDR-77943 (PRJ-77713)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: LAP INVESTMENT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
SDR-77943	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 224 (By City Clerk)

PROTESTS 3

APPROVALS 1

AS

**** CONDITIONS ****

SDR-77943 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 12/04/19, except as amended by conditions herein.

3. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot wide landscape buffer where eight feet is required adjacent to the northern property line.

4. A Waiver from Title 19.08 is hereby approved, to allow zero-foot wide landscape buffer where eight feet is required adjacent to the eastern property line.

5. A Waiver from Title 19.08 is hereby approved, to allow zero-foot wide landscape buffer where 15 feet is required adjacent to the southern property line.

6. A Waiver from Title 19.08 is hereby approved, to allow zero-foot wide landscape buffer where eight feet is required adjacent to the western property line.

7. An Exception from Title 19.08 is hereby approved, to allow zero trees in the parking lot area where five are required.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

AS

Public Works

11. The sidewalk along Charleston Boulevard adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

12. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

13. Submit a License Agreement for landscaping and private improvements in public rights-of-way, if any, adjacent to this site prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).

14. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for an existing parking lot located on the north side of Charleston Boulevard, approximately 330 feet west of Moonlight Drive.

ISSUES

- This application is the result of a Code Enforcement action [*Case Number CE-197152*].
- A Waiver is requested to allow a zero-foot wide landscape buffer adjacent to the southern property line where 15 feet is required. Staff does not support this request.
- A Waiver is requested to allow zero-foot wide landscape buffers adjacent to the northern, eastern, and western property lines where eight feet is required. Staff does not support this request.
- An Exception is requested to allow zero trees in the parking lot area where five are required. Staff does not support this request.

ANALYSIS

The applicant constructed a 27-space commercial parking lot adjacent to an existing medical office at 4236 East Charleston Boulevard to provide additional parking for the staff and patients. The parking lot was paved and developed without the necessary Site Development Plan Review and building permits, thus resulting in Code Enforcement action. The Department of Public Works prefers that the site be reconfigured in order to connect with the existing parking lot at 4236 East Charleston Boulevard and eliminate one of the driveway ingress/egress points from Charleston Boulevard.

The parking lot does not meet the minimum development standards set forth by Title 19.08 for vehicular parking lots and the applicant is requesting multiple Waivers of these standards. A minimum eight-foot wide landscape buffer is required adjacent to all interior property lines, with that landscape buffer width increasing to 15 feet when adjacent to right-of-way. In addition to perimeter landscape buffers, parking lot landscape islands are required at a ratio of one for every six uncovered parking spaces. The landscape buffers are to contain one, 24-inch box shade tree every 20 linear feet with four, five-gallon shrubs for

every required tree. Each landscape island is also required to provide shade trees and shrubbery. Landscaping softens the hardscape and provides shade while buffering the view of parking lots from passing motorist and pedestrians alike. The applicant has provided no justification for the landscape Waivers requested other than that the parking lot is now constructed.

Staff does not support the requested Waivers or the overall design of the parking lot, as it utilizes an unnecessary driveway from Charleston Boulevard that creates an additional traffic conflict with pedestrians and motorists alike on Charleston Boulevard, which is a 104-foot wide Primary Arterial as defined by the Master Plan of Streets and Highways. Therefore, staff is recommending denial of this Site Development Plan Review. If approved, the parking lot will remain as constructed and staff has added recommended Conditions of Approval to ensure future compliance.

FINDINGS (SDR-77943)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The parking lot as constructed is not compatible with adjacent development in the area, as it does not meet the minimum development standards set forth by Title 19.08 and is undesirable and unsightly.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is not consistent with Title 19.08.110 Commercial Parking Design Standards. The applicant has overdeveloped the site by failing to meet the minimum landscaping requirements and is requesting multiple Waivers to allow the parking lot to remain without landscaping.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

Access is provided through Charleston Boulevard via a dual operating drive aisle that provides ingress and egress to and from the parking lot. The Department of Public Works prefers the site to be reconfigured with the parking on the adjacent lot which would allow the elimination of one of the excess driveway accesses to Charleston Boulevard, thus eliminating another point of conflict along Charleston Boulevard.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The applicant constructed the parking lot with zero landscaping, which is not appropriate for the City or the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The project is not aesthetically pleasing for the area due to the lack of minimum landscape being installed. Landscaping softens the hardscape and provides shade and visual breaks to the user. The design characteristics are not harmonious or compatible with development in the surrounding area as it is visually void of interest and creates an additional vehicular and pedestrian point of conflict with the use of an unnecessary driveway.

6. **Appropriate measures are taken to secure and protect the public health, safety, and general welfare.**

   Appropriate measures were not taken to secure the public health, safety or general welfare as the parking lot was constructed without building permits and/or review by the traffic division of Public Works. If approved, staff has added recommended Conditions of Approval to protect the general welfare of the public.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/21/16	A Code Enforcement case (CE-168691) was reported for trash and vagrancy on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 02/22/16.
07/13/16	A Code Enforcement case (CE-162565) was reported for trash and vagrancy on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 08/11/16.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/11/17	A Code Enforcement case (CE-180562) was reported for trash and vagrancy on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 08/08/17.
02/08/18	A Code Enforcement case (CE-186020) was reported for graffiti on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 07/19/18.
07/23/18	A Code Enforcement case (CE-191385) was reported for graffiti and debris on a vacant lot on Charleston Boulevard, east of Prince Lane. The case was resolved on 01/02/19.
03/11/19	A Code Enforcement case (CE-197152) was reported for unpermitted paving of a vacant lot on Charleston Boulevard, east of Prince Lane. The case is open pending the outcome of this Site Development Plan Review request.
01/14/20	The Planning Commission unanimously voted to recommend DENIAL on a request for a Siet Development Plan Review (SDR-77943) FOR A PROPOSED 9,750 SQUARE-FOOT PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.22 acres on the north side of Charleston Boulevard approximately 330 feet west of Moonlight Drive (APN 140-31-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-77713].
02/19/20	The City Council unanimously voted to HOLD IN ABEYANCE a request for a Siet Development Plan Review (SDR-77943) FOR A PROPOSED 9,750 SQUARE-FOOT PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.22 acres on the north side of Charleston Boulevard approximately 330 feet west of Moonlight Drive (APN 140-31-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-77713].

Most Recent Change of Ownership	
09/23/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no relevant building permits or business licenses.

Pre-Application Meeting	
09/14/19	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Site Development Plan Review.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
11/26/19	A routine field check was conducted by staff; nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	0.22

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Clark County – General Retail	Clark County – CG (Commercial General)	Clark County – C-2 (General Commercial)
	Clark County – Financial Institution, General		
East	Office, Medical or Dental	SC (Service Commercial)	C-1 (Limited Commercial)
West			

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

AS

DEVELOPMENT STANDARDS

Pursuant to 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	4 Trees	0 Trees	N*
• South	1 Tree / 20 Linear Feet	2 Trees	0 Trees	N*
• East	1 Tree / 20 Linear Feet	8 Trees	0 Trees	N*
• West	1 Tree / 20 Linear Feet	8 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**22 Trees**	**0 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	5 Trees	0 Trees	N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N*
• South	15 Feet		0 Feet	N*
• East	8 Feet		0 Feet	N*
• West	8 Feet		0 Feet	N*

**The applicant is requesting a Waiver of the perimeter landscape buffer requirements.*
***The applicant is requesting an Exception of the parking lot tree requirements.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Title 19.04 Complete Streets	104	Y

AS

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Parking Lot	N/A	N/A	N/A				
TOTAL SPACES REQUIRED			N/A		27		N/A
Regular and Handicap Spaces Required			N/A	N/A	27	0	N/A

Waivers		
Requirement	***Request***	***Staff Recommendation***
Landscape buffers adjacent to the right-of-way must be 15' in width.	To allow a zero-foot landscape buffer adjacent to the southern property line.	Denial
Landscape buffers adjacent to interior lot lines must be eight feet in width.	To allow a zero-foot landscape buffer adjacent to the western property line.	Denial
	To allow a zero-foot landscape buffer adjacent to the northern property line.	Denial
	To allow a zero-foot landscape buffer adjacent to the eastern property line.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One tree shall be planted for every six uncovered parking spaces.	To allow zero trees where five are required.	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Site Development Plan Review

Project Address (Location) N/A

Project Name Wee Care Pediatrics Parking Lot **Proposed Use** Parking Lot

Assessor's Parcel #(s) 140-31-802-004 **Ward #** _____

General Plan: Existing ✓ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner Lap Investments, LLC Contact Aitien Chau

Address 29 Stone Pine Dr. City Newport Coast State CA Zip 92657

E-mail aitienchau@yahoo.com Phone (702) 606-2227

Applicant same as above Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

Representative same as above Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____ 11/18/19

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

SEE ATTACHED JURAT

Print Name Aitien Chau

Subscribed and sworn before me

This _____ day of _____, 20 _____

_____

Notary Public in and for said County and State

PRJ-77713
12/04/19

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } S.S.

Subscribed and sworn to (or affirmed) before me on this 18th day of November (Month), 20 19, by Aitien Chau (Name of Signer (1)) and _____ (Name of Signer (2)), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Daniela Chavez
Signature of Notary Public

DANIELA CHAVEZ
COMM...2300791
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. August 9, 2023

For other required information (Notary Name, Commission No. etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Department of Planning Application / Petition Form & Statement of Financial Interest

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:

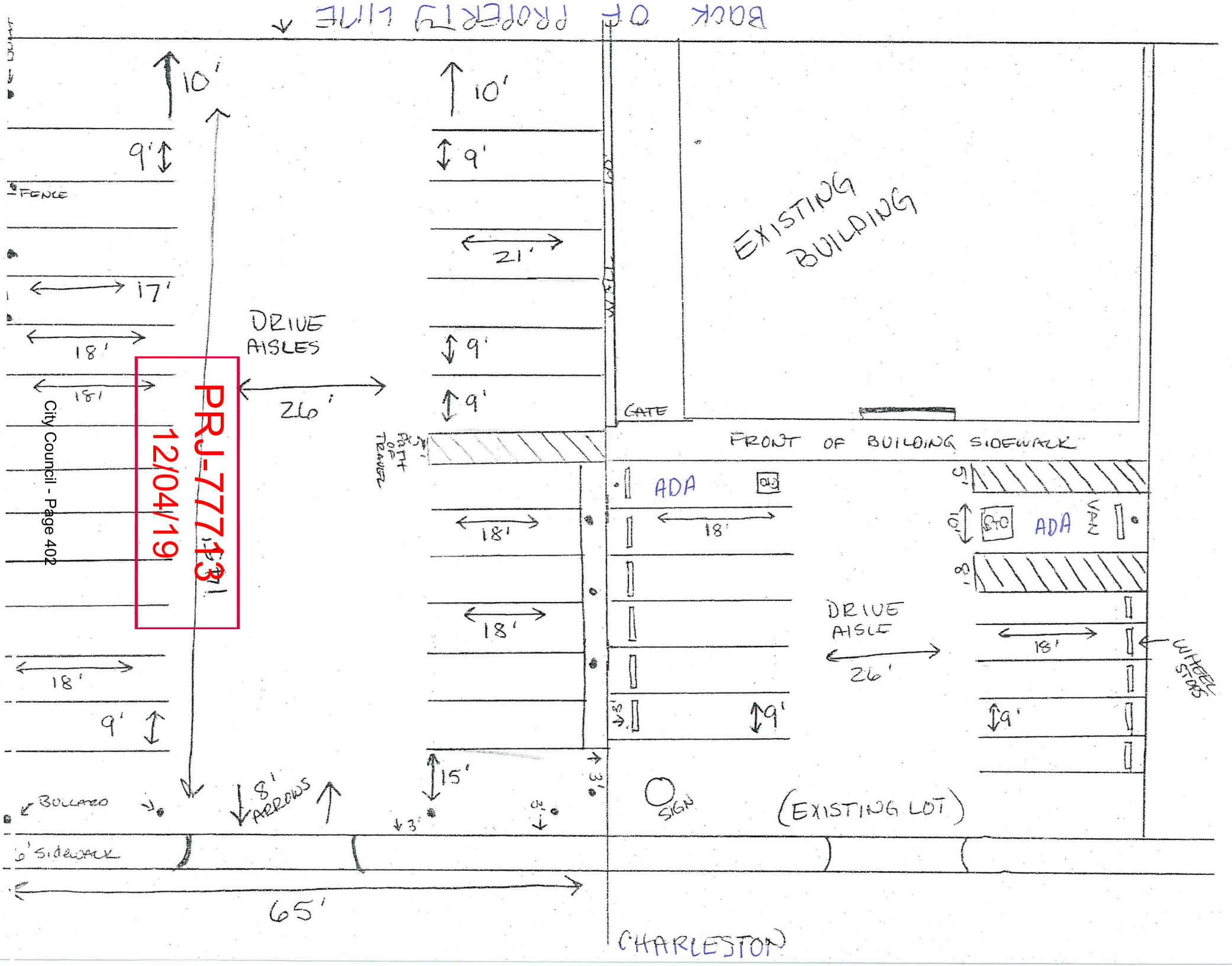
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

PRJ-77713
12/04/19


BACK OF PROPERTY LINE
10'
9'
FENCE
17'
18'
18'
DRIVE AISLES
26'
PRJ-77713
12/04/19
10'
9'
21'
9'
9'
EXISTING BUILDING
GATE
FRONT OF BUILDING SIDEWALK
ADA
18'
ADA
VAN
18'
DRIVE AISLE
26'
18'
WHEEL STOPS
18'
18'
9'
9'
BOLLARD
8' ARROWS
15'
3'
SIGN
(EXISTING LOT)
6' SIDEWALK
65'
CHARLESTON

PRJ-77713
12/04/19

SCANNER
ODYSSEY APPS



SDR-77943 [PRJ-77713] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LAP INVESTMENT, LLC NORTH SIDE OF CHARLESTON BOULEVARD WEST OF MOONLIGHT DRIVE

11/26/19



SDR-77943 [PRJ-77713] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LAP INVESTMENT, LLC
NORTH SIDE OF CHARLESTON BOULEVARD WEST OF MOONLIGHT DRIVE

11/26/19



SDR-77943 [PRJ-77713] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LAP INVESTMENT, LLC
NORTH SIDE OF CHARLESTON BOULEVARD WEST OF MOONLIGHT DRIVE

11/26/19

JUSTIFICATION LETTER

October 20, 2019

To Whom it May Concern,

My name is Aitien Chau and I am writing this Justication letter in order to obtain a pre- application meeting with the city to review my request to permit an off-site parking on parcel 140-31-802-004 for parcel 140-31-802-005 which is a commercial building located on 4236 E. Charleston Blvd., Las Vegas, NV, 89104. My husband, Hai Xa, and I are both owners of both parcels.

We are requesting to have this off-site parking permitted because there are not enough parking spaces for a professional medical offices' doctors, staff, and patients. As of right now, there are only 12 parking lot stalls at 4236 E. Charleston. The amount of parking spaces will not be sufficient to accommodate the volume of patients at the medical facility.

We had initially hired a professional paving company called Precision Paving Company at 4075 E, Patrick Ln., Las Vegas, NV 89120. We thought that they did their due diligence in finding out the city's requirements on constructing an off-site parking lot, however, we found out that this wasn't done when Nick Gonzalez from City Code Enforcement came to the medical office.

We are owners of both the properties for parcel 140-31-802-004 and 140-802-005. We are asking for a waiver (SDR) of perimeter buffer studs and an exception to parking lot landscaping. There are 25 parking spaces on Parcel 140-31-802-004 and 10 parking spaces on 140-802-005 where the existing building is with 2 ADA spots.

We wanted to construct this parking lot in order to promote business and beautify the area for our tenant and the tenants around the area. We have had some issues with graffiti and vagrancy for the vacant lot over the past few years so this parking lot has resolved these issues after it's completion.

Best Regards,

Aitien Chau

Owner/ Managing Member

PRJ-77713
12/04/19

Hi Alex,

Please submit my request in for an abeyance until May 6. We live in two states and will be needing the extra time to work with the asphalt company to try to fix the problem. Thank you for your help and for your understanding. Please let me know if there are any problems.

Sincerely,

Aitien

Submitted after Final Agenda
AGENDA ITEM #92 - SDR-77943 [PRJ-77713]
RECEIVED 02.11.20

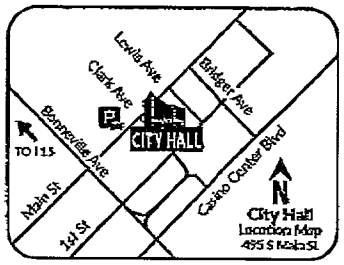
RECEIVED
CITY CLERK

2020 FEB 10 P 5:04

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-77943 [PRJ-77713]
City Council Meeting of **02/19/2020**

PRJ-77713
14031802003
M S R CHARLESTON PROPERTY PARTNE
4230 E CHARLESTON BLVD
LAS VEGAS NV 89104

We own two parcels. We have sent cards back for both parcels.

99 LADFNP1 89104

Submitted after final agenda
Item 92

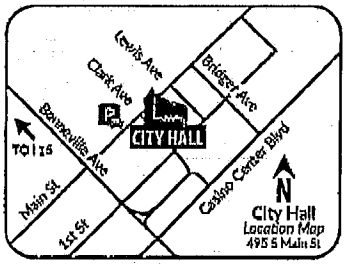
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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CITY CLERK

2020 FEB 10 P 4:43

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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.

SDR-77943 [PRJ-77713]
City Council Meeting of **02/19/2020**

PRJ-77713
14031802002
M S R CHARLESTON PROPERTY PARTNE
4230 E CHARLESTON BLVD
LAS VEGAS NV 89104

From: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Sent: Tuesday, May 5, 2020 11:40 AM
To: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>; Peter Lowenstein <plowenstein@LasVegasNevada.GOV>; Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Cc: Olivia Diaz <odiaz@lasvegasnevada.gov>; Anastacio Del Real <adelreal@LasVegasNevada.GOV>
Subject: Fwd: 4236 E Charleston

FYI on the below email just received. Please let us know if we can honor the request for an abeyance to May 20.

Thank you,

Ydoleena Yturralde
Special Assistant to Councilwoman Olivia Diaz
Office of City Council
Office: 702-229-2359 | Cell: 702-882-0715
yyturralde@lasvegasnevada.gov
495 S. Main St. | Las Vegas, NV 89101
lasvegasnevada.gov/ward3

Begin forwarded message:

From: Denice Bassett <denicebassett@yahoo.com>
Date: May 5, 2020 at 11:37:53 AM PDT
To: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Subject: 4236 E Charleston
Reply-To: Denice Bassett <denicebassett@yahoo.com>

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Good Morning,

I am writing to request a two week abeyance so that I can contact the water district and revise the previous plan for the landscaping of the lot.

Thank you for your time,

Denice Bassett

Submitted after final agenda
Date 5/5/20 Item 149

From: Denice Bassett <denicebassett@yahoo.com>
Sent: Monday, May 18, 2020 11:29 AM
To: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>
Cc: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Subject: Re: Agenda Item #44 - Abey to June 3 (RE: 4236 Charleston)

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.**

Yes please

Sent from my iPhone

On May 18, 2020, at 9:08 AM, LuAnn D. Holmes <ldholmes@lasvegasnevada.gov> wrote:

> Good morning Denice,
>
> I am assuming you are the applicant on Agenda Item #44 for this Wednesday? You want to request an abeyance to June 3rd?
>
> *SDR-77943 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LAP INVESTMENT, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 9,750 SQUARE-FOOT PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.22 acres on the north side of Charleston Boulevard approximately 330 feet west of Moonlight Drive (APN 140-31-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-77713]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.*
>
> If some, please confirm to this email.
>
> Thank you,
>
> **LuAnn Holmes,** MMC, MAOM City Clerk
> Office of the City Clerk
> 495 South Main Street, 2nd Fl.
> Las Vegas, Nevada 89101
> 702-229-2456
>
> *Please note, due to Covid-19 restrictions, our office is operating Monday thru Thursday,*

Submitted after final agenda

Date 5/18/20 Item 44

7 AM – 5:30 PM, and closed on Fridays as well as major holidays. However, if you need to conduct in-person business with us, please contact us at (702) 229-6311 for an appointment.

<image001.jpg>

From: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Sent: Monday, May 18, 2020 8:53 AM
To: Denice Bassett <denicebassett@yahoo.com>
Cc: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>
Subject: Re: 4236 Charleston

Hi Denice,
Please send your email request to reschedule to myself and LuAnn. I've copied her on this email. You'll want to request an abeyance to the first meeting in June, June 3rd.

Thank you,

Ydoleena Yturralde
Special Assistant to Councilwoman Olivia Diaz
Office of City Council
Office: 702-229-2359 | Cell: 702-882-0715
yyturralde@lasvegasnevada.gov
495 S. Main St. | Las Vegas, NV 89101
lasvegasnevada.gov/ward3

On May 15, 2020, at 12:30 PM, Denice Bassett <denicebassett@yahoo.com> wrote:

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Good Afternoon,

Hope everything is good! It was great meeting everyone on Wednesday, I think it was a good meeting :) I'm still working on the layout but will have it sent over on Monday, I wanted to request a abeyance till the June meeting if possible? (Hope that was the correct way to say that.) lol

Thanks again,

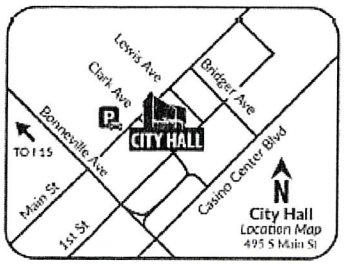
Denice Bassett

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-77943 [PRJ-77713]
Planning Commission Meeting of **01/14/2020**

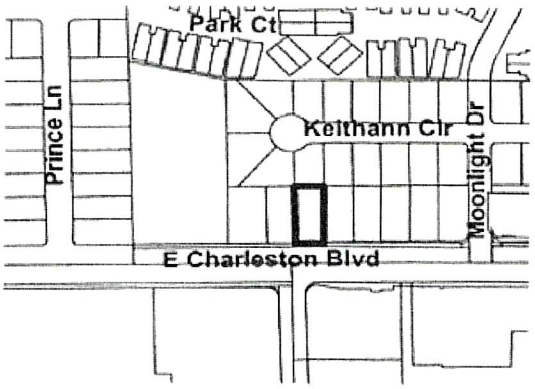
PRJ-77713
14031815043
KAPLAR MARC JOSEPH
4256 HAMPSHIRE GREEN CT
LAS VEGAS NV 89110

Application Information

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

The above stated lot has already been paved, Parking spots painted and is being used daily. How does someone apply for a permit "AFTER" the construction has already been completed?

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***01/14/2020***
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

Submitted after final agenda

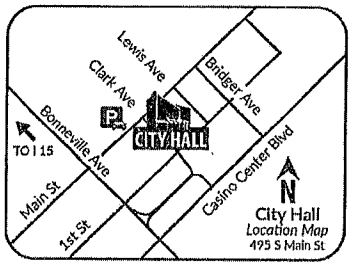
STP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing

RECEIVED
JAN 07 2020
Dept of Planning
City of Las Vegas



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

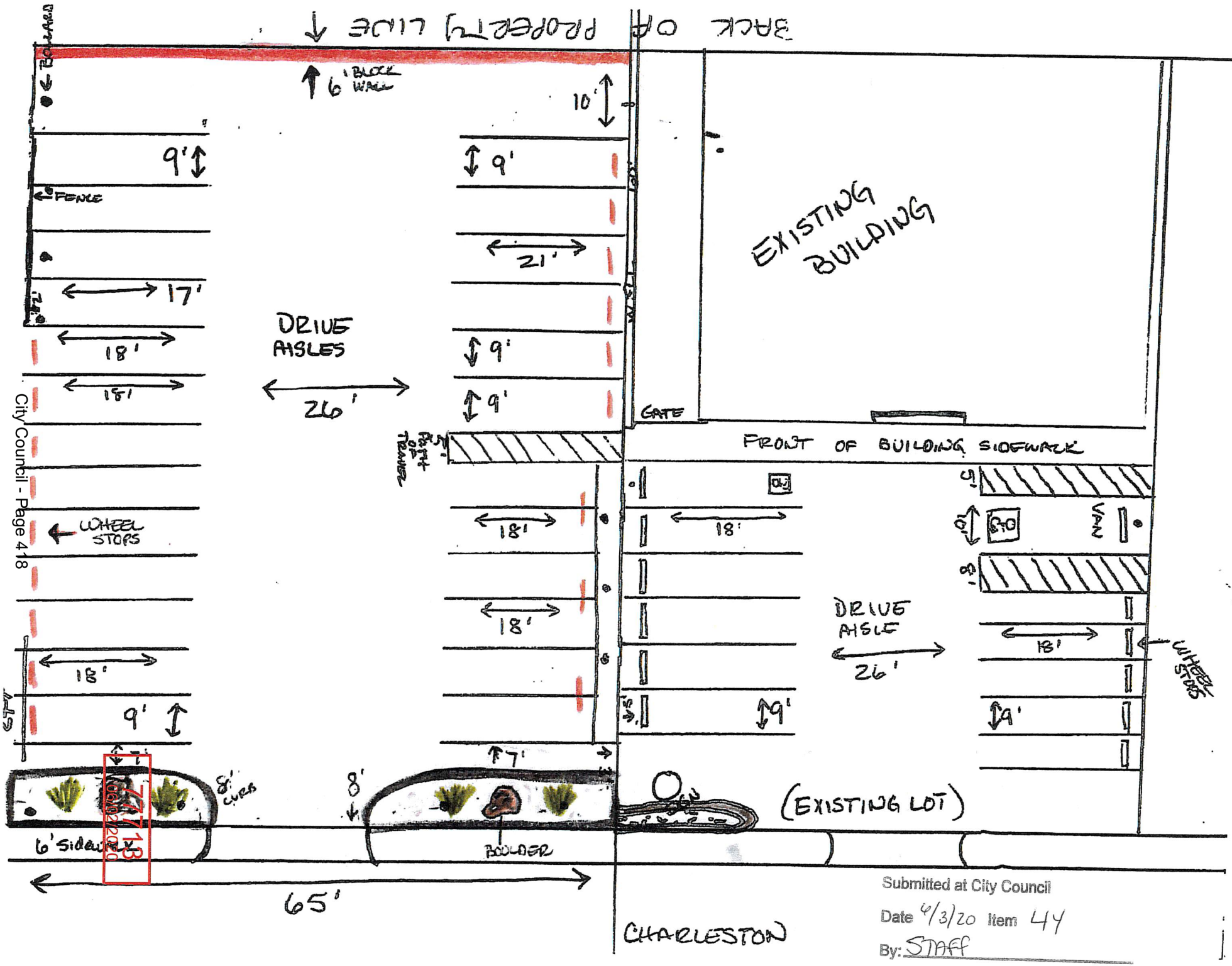
SDR-77943 [PRJ-77713]

Planning Commission Meeting of **01/14/2020**

PRJ-77713
14031816008
CURTICE DAVID H
4315 DEVLIN GREEN CT
LAS VEGAS NV 89110-4506

103 LPCFNP1 8310

57A



Submitted at City Council
Date 4/3/20 Item 44
By: STAFF

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

Agenda Item No.:
45

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

SUBJECT:
REPORTS AND PRESENTATIONS:

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

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Bill No. E-2020-1 (Emergency Ordinance) by Staff and E-comment Read by City Clerk

BILL NO. E-2020-1 **(Emergency Ordinance)**

ORDINANCE NO. _____

AN EMERGENCY ORDINANCE RELATING TO DEMONSTRATIONS, RALLIES, PROTESTS AND SIMILAR EVENTS; TEMPORARILY ADDING TO THE LIST OF ITEMS ALREADY PROHIBITED AT THOSE EVENTS A NUMBER OF CONTAINERS OF A CERTAIN TYPE AND SIZE AND CERTAIN WHEELED VEHICLES OR DEVICES, AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored/Proposed by:

Summary: An emergency ordinance relating to demonstrations, rallies, protests and similar events; temporarily adding to the list of items already prohibited at those events a number of containers of a certain type and size and certain wheeled vehicles or devices.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, LVMC 10.88.010 currently prohibits a person from carrying or possessing certain listed items while attending or participating in a demonstration, rally, protest, picket line or public assembly on public property, public street, or public sidewalk, or within twenty-five feet of such property, subject to certain procedural and limiting provisions contained in that section; and

WHEREAS, public protests within the Las Vegas Valley over the in-custody death of George Floyd have erupted in violence between demonstrators and against law enforcement personnel, and against both publicly and privately owned property, and

WHEREAS, individuals attending such protects, acting alone or in concert with others, have utilized backpacks, luggage and similar items to carry to the demonstrations items prohibited by county code and state law, and used such prohibited items to inflict injury on members of the public attending these events and law enforcement personnel responding to these events and to cause damage to real and personal property, thereby posing a real and serious threat to life and safety, and

WHEREAS, the imposition of restrictions on the possession of these items during these events does not materially affect the ability to attendees to exercise their First Amendment rights and are common to those imposed during times of street closures; and

Submitted at City Council
Date 6/3/2020 Item 45
By: Staff

45

effective until July 31, 2020, or such time as the Mayor formally declares the current emergency over, whichever occurs first.

SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Val Steed, Date
Deputy City Attorney

Form Name:	City Council Live
Submission Time:	June 3, 2020 9:30 am
Browser:	Firefox 77.0 / OS X
IP Address:	69.194.135.228
Unique ID:	620505559
Location:	36.078098297119, -115.21240234375

First Name	Cecil
Last Name	Hughes
City Resident	Yes
Zip Code	89131
Agenda Item Number	45
Choose One	Protest
Council Comment	Not only does it step on the rights of the individuals protesting it only serves for the police to indiscriminately detain anyone. It will not make anything safer. Just take action on why they are protesting, not what they are protesting with.

Submitted at City Council
Date 6/3/20 Item 45
By: E Comment

Stacey Campbell

From: Courtney Thomas [Mack MS] <thomacl2@nv.ccsd.net>
Sent: Wednesday, June 3, 2020 8:50 AM
To: City Council Live
Subject: Emergency Board Meeting 6/3 at 8:55am

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.**

The right to protest is a fundamental human right guaranteed by the first amendment.

Clark County Code action 12.3.010 provides an already thorough protection against items of possible harm during times of protests.

Allowing an even more restrictive ordinance that would cease people from carrying bags or backpacks would create safety and health concerns, and place people in harm's way.

People are carrying water (critical in our unique environment), first aid, identification, money, and even medications. Stop and frisk laws have been shown to instigate negative interactions with police across this country. This additional restriction would be promoting unnecessary police contact with people simply assembling under the right to protest.

Further due to the current concerns and restrictions of COVID this would prompt unnecessary people to police contact.

Until other major laws and protections are introduced and implemented, as statistics and recent events have increasingly shown, unprovoked contact with police creates a higher risk factor of harm for Blacks, Brown, and the poor in general.

The people vote NO on adding additional restrictions or penalties for carrying personal items during times of protest of law abiding acts of assembly. Further we are disappointed that time and energy is being spent to address such petty issues during these times of absolute crisis in this country.

-CoCo

Submitted at City Council
Date 4/3/20 Item 45
By: E Comment

Stacey Campbell

From: Sol Sanchez <princessofthaposse@gmail.com>
Sent: Wednesday, June 3, 2020 8:53 AM
To: City Council Live
Subject: EMERGENCY BOARD MEETING 6/3 - Public statement

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Until other major laws and protections are introduced and implemented, as statistics and recent events have increasingly shown, unprovoked contact with police creates a higher risk factor of harm for Blacks, Brown, and the poor in general.

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Submitted at City Council
Date 6/3/20 Item 45
By: E Comment

Stacey Campbell

From: Austin Barnum <austin.barnum@gmail.com>
Sent: Wednesday, June 3, 2020 9:01 AM
To: City Council Live
Subject: Opposition to Curfew

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.**

The agenda was unclear as to where the proposal for a curfew is to be discussed. I'd like to oppose the curfew.

A curfew stifles your constituents' 1st Amendment rights to freedom of assembly and freedom of speech.

It stifles because the Constitution does not limit the right to assemble to times most convenient for the government.

Understanding the rights of a free people are not completely unabated, there is little objective support showing a curfew will help.

The overwhelming majority of protests and protestors are CIVIL and without any violence at all. Looters and those who get violent do not speak for the masses.

A curfew may move the protests to hotter times of the day and place citizens at risk for heat stroke. Additionally, law enforcement statistics show violence, agitation, aggression, and crime INCREASE in the summer and hot weather. You are therefore creating a circumstance and laying the foundation for negativity.

Please do not adopt a curfew. Let the protests proceed unabated. Identify the violent individuals and remove them from the protest. That is the most effective method for maintaining the peace.

Austin T. Barnum, Esq.
Deputy Attorney General
Office of the Nevada State Attorney General
Litigation - Division of Public Safety

Submitted at City Council
Date 6/3/20 Item 45
By: Fr. Comment

Stacey Campbell

From: Venus Dean <venusdean99@gmail.com>
Sent: Wednesday, June 3, 2020 9:44 AM
To: City Council Live

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Please, do not ban the use of purses, backpacks etc at protests. We need carry water (critical in our unique environment) first aid, identification, feminine products, and even medications.

The right to protest is a fundamental human right guaranteed by the first amendment. Clark county code action 12.3.20 provides an already thorough protection against items of possible harm during protests.

Allowing an even more restrictive ordinance that would cease people from carrying bags or backpacks would create safety and health concerns and place people in harm's way.

Submitted at City Council
Date 6/3/20 Item 45
By: E COMMENT

AGENDA SUMMARY PAGE

City Council
Meeting of: June 3, 2020

Agenda Item No.:
46

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 3, 2020

Agenda Item No.:
47

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Written Comments by Karen Livingston, Larry Confer, Linda Whitebrook and Nancy Haley and E-mail by Daniel Braisted

Madame Goodman due to the shutdown I have not had opportunity to speak in public. Can I respectfully have 3 min

From: kdlivingston@icloud.com,
To: savefloydlambpark@aol.com,
Subject: City Council Meeting June 3, 2020
Date: Wed, Jun 3, 2020 7:06 am

My name is Karen Livingston

I am a neighbor and adjacent property owner of Floyd Lamb Park at Tule Springs. I am also the organizer of the Save Floyd Lamb Park Action Group, a nonpartisan group of concerned Ward 6 residents who are the voice of the Park, and who want to maintain its character, identity, and sense of place for future generations.

Approximately 6-1/2 weeks ago I became concerned when numerous dump trucks started dumping 1,000's of yards of dirt behind my house. I was especially concerned due to a loud prior event that was held in the haybarn a year ago May. Chance Bonaventura, during an April teleconference called this event a "test wedding." I called Councilwoman Fiore's office and Mr Bonaventura told me the haybarn was being transformed into an event center, and they were removing the trees, grass and picnic pavilion on the lakeside of the haybarn. What has happened and is happening appears to be the making of a scandal. Having traced the meetings, the permits, and the documentation to support this project I found it had been seeped in misinformation, incomplete documentation, and mystery.

First off, neighbors and adjacent property owners were not properly notified as to the change of use.of the haybarn into a 500 person occupancy event center complex, and the ensuing construction that has already begun. There were no pubic meeting held to garner the feedback and input of the community.

Submitted at City Council
Date 6/3/20 Item 47
By: Karen Livingston

Secondly, The approximate 680 acres that makes up FLP including the historic park core, has deed restrictions that limits it use to "passive recreation " only. The National Recreation and Parks Assortment defines "passive recreation" as "recreational activities that do not require prepared facilities like sport fields or pavilions. Passive recreational activities place minimal stress on a site's resources. As a result, they can provide ecosystem service benefits and are highly compatible with natural resource protection."

Association

who's definition I will submit for the record.

Lastly, transforming the Haybarn into an event center complex is a violation of the 2007 Floyd Lamb Park Master Plan. The Master plans states, "In order for the transfer to occur, the City of Las Vegas and the State of Nevada agreed to prepare a master plan for the Park that ensures that Floyd Lamb Park and the adjoining Bureau of Land Management lands are used for recreation, conservation and critical infrastructure purposes. The City cannot sell nor develop for any purpose other than recreation, conservation or critical municipal infrastructure."

Changing the hay into an event center complex is a wrongful act. You are needlessly spending money on something you aren't allowed to under the law. Once you have made these changes at Floyd Lamb Park, you can't go backwards and undo them. You will have disturbed land, and what is considered unique about it.

Sent from my iPad I want to submit this for the Record.

6/3/2020
Good Morning Mayor Goodman, and City Council Members,

My name is Larry Confer

I am a neighbor and adjacent property owner to Floyd Lamb Park at Tule Springs. I am also a member of the Floyd Lamb Park Action Group.

I would like to add to what Karen Livingston said earlier regarding adjacent property owners not being notified. There are 18 developments that either abut Floyd Lamb Park or are within 1,000 feet of it, and their residents were not notified.
I will submit a list of those developments for the record.

Approximately four weeks ago a member of Save Floyd Lamb Park Action Group started a petition, and to date we have acquired over 22,000 signatures calling for the City to halt the construction of transforming the hay barn into an event center. I want to make it clear that our group applauds the restoration of the hay barn to ensure its structural integrity for future generations, it is the change of use of the hay barn, the paved lighted parking area, the 3,000 square foot restroom, that includes a brides and grooms quarter and kitchen that we oppose.

The following organizations have voted or will soon be voting whether to support or cause:

Two weeks ago the Board of Save Red Rock voted to support us and oppose the transformation of the hay barn into an event center on behalf of their 65,000 strong membership.

This week the Audubon Society, and the Southern Nevada Group of the Sierra Club will be meeting and voting on whether to support our efforts to oppose the pavilion/events center at Floyd Lamb Park on behalf of their membership.

The following Homeowner's Associations: Park Ranch I, and Park Ranch 2 have written letters to the mayor and City Council on behalf of their residents opposing the hay barn event center.

Last week we summitted a lengthy Freedom of Information Act request to the City, and we also sent a letter to Attorney General,

Submitted at City Council
Date 6/3/20 Item 47
By: Larry Confer

Aaron Ford, requesting his office to investigate what the City is doing, and determine whether the City is violating the Agreement that transferred control of the Park from the State to the City. In that letter we also included the names and phone numbers of 3 individuals who were instrumental in drafting the NV Senate Bill 444, and also the 2007 Floyd Lamb Park Master Plan. We are asking the Attorney General's office to contact them as they can address the intent of the term "passive recreation."

Yesterday we retained legal counsel and will be asking the courts to issue a "cease and desist" order, and we are presently in the process of forming a 501-c, "Protectors of Floyd Lamb Park at Tule Springs"

Thank you

6/3/2020
Subject: List of developments abutting or within 1000 ft of Floyd Lamb Park

The Estates at Tule Springs
- Pulte Homes Northview Estates
- Clairbrook at Silverstone Ranch
- Windermere at Silverstone Ranch
- East Point at Silverstone Ranch
- SteepleChase Estates
- Stone Mountain
- Santa Bella
- Tolbert's Mill
- Park Ranch Estates I
- Park Ranch Estates II
- Suncrest Trail
- Four Winds
- Log Cabin Manor
- Log Cabin Landing
- Log Cabin Estates
- Log Cabin Ponderosa
- Legends
- Mystic Valley

My name is ----------, SPELL NAME

I am a neighbor and adjacent property owner to Floyd Lamb Park at Tule Springs. I am also a member of the Floyd Lamb Park Action Group.

I would like to add to what Karen Livingston said earlier regarding adjacent property owners not being notified. There are 18 developments that either abut Floyd Lamb Park or are within 1,000 feet of it, and their residents were not notified.
I will submit a list of those developments for the record.

Approximately four weeks ago a member of Save Floyd Lamb Park Action Group started a Change.org petition, and to date we have acquired over 22,000 signatures calling for the City to halt the construction of transforming the hay barn into an event center. I want to make it clear that our group applauds the restoration of the hay barn to ensure its structural integrity for future generations, it is the change of use of the hay barn, the paved lighted parking area, the 3,000 square foot restroom, that includes a brides and grooms quarter and kitchen that we oppose.

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Last week we summitted a lengthy Freedom of Information Act request to the City, and we also sent a letter to Attorney General, Aaron Ford, requesting his office to investigate what the City is doing, and determine whether the City is violating the Agreement that transferred control of the Park from the State to the City. In that letter we also included the names and phone numbers of 3 individuals who were instrumental in drafting the NV Senate Bill 444, and also the 2007 Floyd Lamb Park Master Plan. We are asking the Attorney General's office to contact them as they can address the intent of the term "passive recreation."

Yesterday we retained legal counsel and will be asking the courts to issue a "cease and desist" order, and we are presently in the process of forming a 501-c, "Protectors of Floyd Lamb Park at Tule Springs"

Thank you

Good Morning Mayor Goodman and City Council Members

My name is Linda Whitebrook, SPELL NAME

I am a neighbor and an adjacent property owner to Floyd Lamb Park at Tule Springs.

I am very concerned how the transformation of the hay barn into an event center came about. I was never formally noticed. No postcard. No email. It was only by the noise and observance of unlawful events taking place at the hay barn and at a make shift rodeo arena, that I even became aware of the event center plans, and the plans for a concessionaire to hold competitive rodeo events. We have the right to voice our wants, needs, and desires for our neighborhood and community. We have not had that opportunity. Numerous members of Save Floyd Lamb Park Action Group have requested to meet personally, or in a group format with Councilwoman Fiore. We thought our requested had been granted when her office set up a group teleconference on April 27, 2020. Unfortunately, Councilwoman Fiore did not see the necessity of participating in that teleconference, and the only members of her staff present were her Special Assistant, Chance

Submitted at City Council
Date 4/3/20 Item 47
By: Linda Whitebrook

Bonaventura, and her Chief of Staff Drew Dondero. We demand to have our questions and concerns addressed personally by Councilwoman Fiore as she is the person who is ultimately accountable to us.

The intent of Senate Bill 444, and the 2007 Transfer Agreement was without question to protect the rural, historic, and peaceful nature of the Park. An event center, now termed a Pavilion, is inconsistent with the intent set forth by years of public meetings and stakeholders input. I am here today to bring this project out of the shadows and into the sunlight so that all the Council members can help us to decide what is right and wrong. At this point, if you voted yes for the few agenda items that have been presented, you are complicit to a project that is violating Nevada Revised Statutes and has breached the Transfer Agreement and Quitclaim Deed that was faithfully entered in to by your predecessors. It is time to stop the current construction. Hold public meetings and allow the Attorney General to lead an investigation into what the options are to Save Floyd Park from Commercialization. The City is spending money needlessly, at a time when tax payer money is tight, on a project that you cannot do under the law. Weddings and a rodeo roping event have taken place with little regard for the rules associated with park permitting, proper licensing, and public safety. We ask you bring all these items back for rehearing
and public meetings. You brought back a Badland Ordinance after it was voted on, please do the same with this project that is seeped in scandal.

Thank You
RESPECTFULLY,
LINDA WHITEBROOK

Speaker 4

Good Morning Mayor Goodman and City Council Members

My name is Nancy Haley- SPELL NAME

I am a neighbor and an adjacent Property owner to Floyd Lamb Park at Tule Springs.

Our Save Floyd Lamb Park Action Group is organized, and we are appalled with the nontransparent process and cloak of darkness the hay barn fiasco has become. As we said we have over 22,000 signatures to Save the Park. We have filed a Public Information request, which is due to us on June 11th. We have filed a formal complaint with the Attorney General to ask the State Land Lawyers to investigate the law that governs the Park. We have also retained council. It is really shameful that during a pandemic and the economic crisis facing our families and friends that we have had to spend hours and hours fighting to Save Floyd Lamb Park that has essential legal protections that have served it well for 13 years. A Park that is protected from pavilion event centers, competitive equestrian events, and other non-passive recreational uses. If all seven of you agree with not just the what, but the how this project has been orchestrated, then we as citizens will have no choice but to lose hope and confidence in our local government. But, I am hopeful that once all of you consider our evidence and consider the laws protecting the park, you will agree with the 22,000 plus that once you change this land, you can't go back. The peacocks will leave, the burrowing owls will leave, the rabbits will disappear, and the quite, peaceful, historic park will forever be gone.

Thank you.

I.

I

My name is Nancy Haley

I am a neighbor and adjacent property owner of Floyd Lamb Park at Tule Springs.

Our Save Floyd Lamb Park Action Group is organized, and we are appalled with the nontransparent process, and cloak of darkness the haybarn fiasco has become. As previously said we have over 22,000 signatures to Save the Park. We have filled out a public Information request, which is due to to us on June 11th. We have filed a formal compliant with the Attorney General to ask the State's Land Use Lawyers to investigate the law that governs the Park. We have also retained council.

It is really shameful that during a pandemic and the economic crisis facing our families and friends that we have had to spend hours and hours fighting to Save Floyd Lamb Park that has essential legal protections that have served it well for the past 13 years. This is a Park that is protected from pavilion event centers, competitive equestrian events, and other non passive recreational uses. If all seven of you agree with not just the what, but the how this project has been orchestrated, then we as citizens will have no choice but to lose all hope and confidence in our local government. But, I am hopeful that once all of you consider our evidence, and consider the laws protecting the park, you will agree with the. 22,000 plus that once you change this land, you cannot go back. The peacocks, the burrowing owls will leave, the rabbits and other wildlife will disappear, and the quiet, peaceful, historic park will be gone forever.

Thank you

I WANT TO SUBMIT THIS FOR THE RECORD

June 3, 2020

TO: officeofthemayor@lasvegasnevada.gov

On the foot of this email I included my complaint (November 26, 2019) to the City of Las Vegas,
Documenting "DB-Disrespectful Marshal Friday about 4pm Former Library Las Vegas Blvd and Washington"

Briefly, I was talking to construction workers at the old library and was approached by two City Marshals. One told me I was trespassing and to get lost, the partner/wingman did not say a thing. I pointed out there were not any signs designating the area as secure (5 months later there still are not any signs). "Doesn't matter, Get out". So as the adult, I wisely left, and sent in my complaint, following Tuesday.

I received a number of positive responses, including one from Chief Michelle Freeman and Scott Adams, City Manager.

My question to you, Mayor Goodman, "Did the silent partner/wingman in my case, report the incident to Chief Freeman, or did she first hear about it from Mr. Scott Adams?"

The partners/co-workers are our first line of defense from abuse in law enforcement.

So many great members of law enforcement, negatively impacted by so few, then again that exists in all professions.

Thank you for the prompt replies of concern, I received from city employees referencing my complaint, in November 2019.

I know everyone's plate is overflowing.

Respectfully,
Daniel Braisted
Resident
702-35-1833 ok2txt

Original Email

Tue, Nov 26, 2019 10:40 am

Daniel Braisted (Danielb702@aol.com)

To sadams@lasvegasnevada.gov, mfiore@lasvegasnevada.gov
Cc ward3@lasvegasnevada.gov, ccrear@lasvegasnevada.gov
Bcc ward2@lasvegasnevada.gov, ward4newsletter@lasvegasnevada.gov

Submitted at City Council
Date 6/3/20 Item 47
By: Daniel Braisted

Dear Mr Scott Adams,

When/Where: At about 4pm on Friday Nov 22, 2019 in driveway/access road to former Library on Washington and Las Vegas Blvd

I was visiting the former Library location as follow up for a recommendation.

As I was leaving, I stopped to talk to 2 City Employees installing new outside lighting, about 10 minutes.

We chatted about what happens in the City of Las Vegas Public Safety Building and its possible future use. They were courteous and polite, and answered what they could.

As I turned to walk to my car, I was confronted by a Marshal and with a 2nd Marshal (wingman) in hearing range. Two marshal vehicles.

First Marshal (he told me his name, didn't write it down), He said "This is secure location and you are trespassing, leave."

My Response ..."Where are the signs?" He repeated "This is secure location and you are trespassing, leave."

This driveway has been a public access driveway to the library and the road above the library, for years.
I sensed that he didn't like senior citizens, with glasses, gray hair, wearing slacks, and an Air Force windbreaker (or one or more other these categories)

I repeated ... "Where are the signs?" I didn't see or hear anything that would indicate, that special event had just happened.

The two city employees watched, possibly overheard.

The silent wingman was a good wingman.

I sensed if I stayed ... it wasn't going to be good for me.

Councilman Crear and Councilwoman Diaz, I think I got a small taste of what minorities sometimes experience from some officers.

I went to my car and drove away.

REQUEST: An explanation from the Director of City Marshals, as to what I did wrong to warrant such disrespect.
Suggest the wingman be interviewed to find out if he reported the disrespectful treatment of a resident by Marshal #1

Since I didn't get badge numbers or vehicle numbers (won't make that mistake again) ... I understand that the matter may be dropped.

Keep up the Good Work

Thank you,
Daniel Braisted
City Resident
702-365-1833 ok2txt

AGENDA SUMMARY PAGE
City Council
Meeting of: June 3, 2020

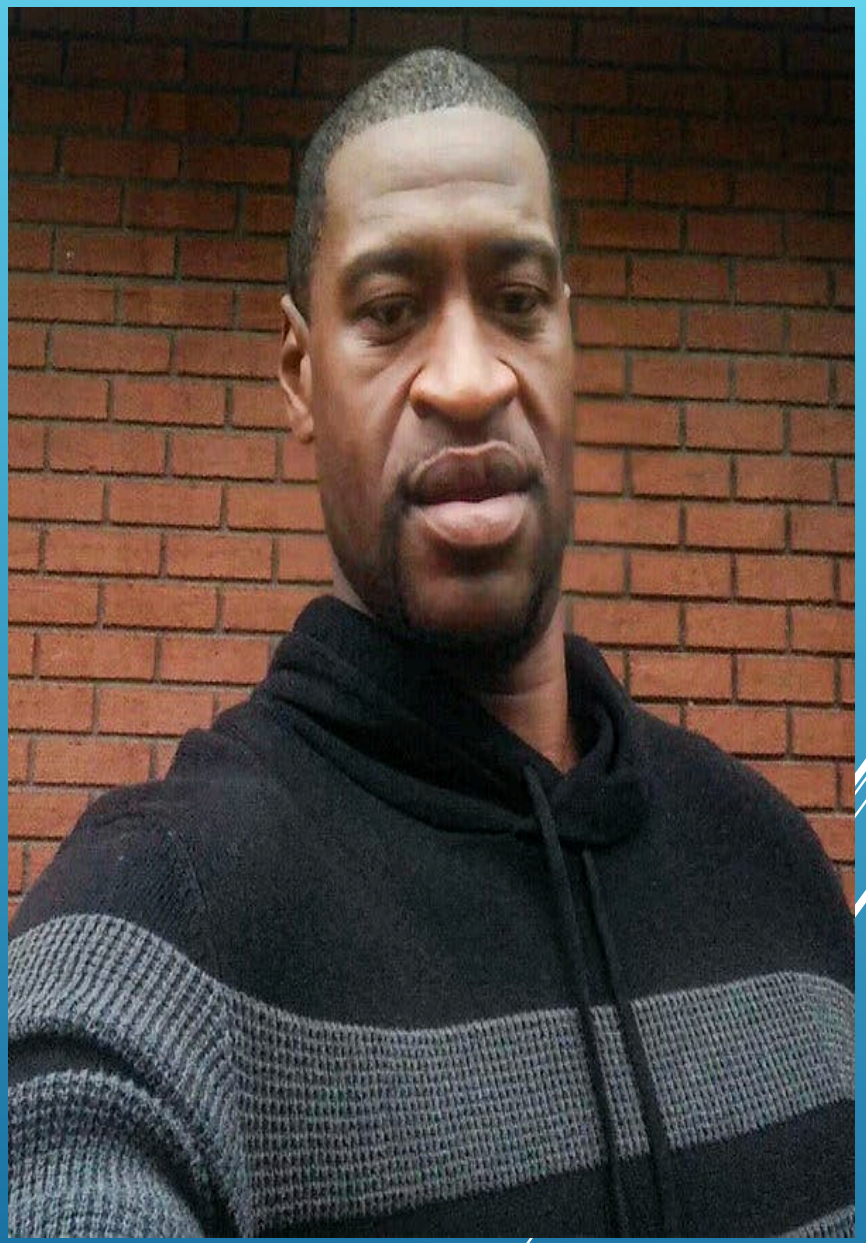
Agenda Item No.:
48

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

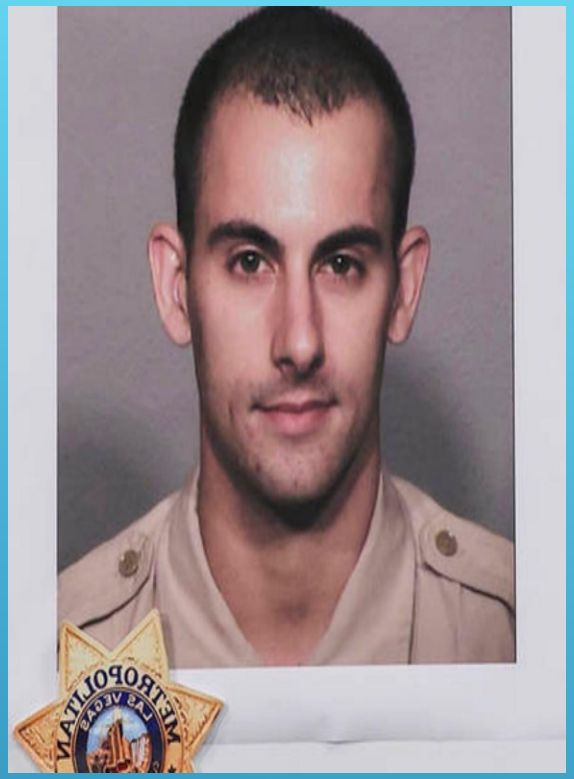
SUBJECT:
Council Member Recognition: Comments made by individual City Council Members during this portion of the agenda will not be acted upon by the City Council unless that subject is on the agenda and scheduled for action.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Flyers for George Floyd, Shay Mikalonis, Movie in the Park - Frozen II, Farmers to Family Milk Giveaway, Missing Juvenile Bulletins and Corridor of Hope - Homeless Success Stories by Councilwoman Fiore; Flyers for Nevada Census 2020 - Reno vs. Las Vegas, Information Regarding the City of Las Vegas Grant Program for Small Businesses, Help Name the Park Located at Harris and Marion, Thank you Mask Posse, Vegas Strong Summer Academy and Social Media Accounts by Councilwoman Diaz; Flyer for Ward 1 Contact Information by Councilman Knudsen; Flyer for Ward 5 Announcements by Councilman Crear; and Flyers for Ward 2 Announcements, Memorial Day Flag Placing at Southern Nevada Veterans Cemetery, Blood Donations at the American Red Cross and Reopening Grants for Small Businesses by Councilwoman Seaman

George Floyd



Shay Mikalonis






The Las Vegas City Council and
Mayor Pro Tem Michele Fiore
invite you to a movie in the park
Closed captioning for the deaf and hard of hearing.
FREE & open to the public!
Disney
FROZEN II
Friday, June 5 | 7 p.m.
Centennial Hills Park Amphitheatre | 7101 N. Buffalo Drive at Deer Springs Way
Movie begins at dusk.
Free popcorn & water while supplies last.
Lawn seating; bring low chairs and blankets to be more comfortable.
For more information, please call 702.229.5463.
cityoflasvegas
lasvegasnevada.gov
#1vward6


The Las Vegas City Council and
Mayor Pro Tem Michele Fiore
sponsored by KlossCo Properties
invite you to celebrate June Dairy Month
FARMERS TO FAMILY MILK GIVEAWAY
We are giving away 1,000 gallons of milk to local residents.
SATURDAY, JUNE 13 • 9-11 A.M.
MOUNTAIN RIDGE PARK
7151 Oso Blanca Road
CITY OF LAS VEGAS NEVADA
KlossCo Properties
COMMERCIAL REAL ESTATE
www.KlossCoProperties.com
DAIRY COUNCIL of NEVADA
For more information call 702.229.5463
or online www.lasvegasnevada.gov/ward6
cityoflasvegas
lasvegasnevada.gov
W6-3250-05-20

MISSING JUVENILE

Sent: 2020-05-22 @ 16:37 Case: LLV-200500096851 Author: ME/NCS

NIC #

Last Name MOORE

First Name DAMIEN

Nickname

Alias

Age 17

Gender MALE

Height 5'9

Weight 160 LBS

Eyes BROWN

Hair BLACK

Complexion

Race AFRICAN AMERICAN

BirthDate

Last Contact MAY 17, 2020

Marks



Child was last seen in the area of Michael Way and Cheyenne (Las Vegas, NV)

Last seen wearing black pants, black shirt-long sleeved, and a short sleeve black shirt over the black long sleeve shirt, burgundy sweater and black and white coat.

Child may be carrying a yellow back pack with personal belongings.

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: 2020-05-20 @ 15:21 Case: 200500083617 Author: ME/NCS

NIC #

Last Name MATUTE

First Name RUBEN

Nickname

Alias

Age 14

Gender MALE

Height 4'9

Weight 100 LBS

Eyes BROWN

Hair BROWN

Complexion

Race HISPANIC/AFRICAN AMERICAN

BirthDate

Last Contact MAY 19, 2020

Marks CHIPPED FRONT TOOTH



CHILD WAS LAST SEEN IN THE AREA OF TWAIN AND UNIVERSITY CENTER DR (LAS VEGAS, NV)

LAST SEE WEARING BLACK PANTS AND BLUISH GREY SHIRT

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

Corridor of Hope









OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

- Las Vegas: 62.4%
- Reno 62.3%

City Of Las Vegas Offers Grant Program To Help Businesses Reopen Safely

Grant Offers Up To $4,000 To Qualifying Businesses



OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

- The grant will provide direct funds to small businesses impacted by the guidance and restrictions from the Governor's orders for business operations and in accordance with the Southern Nevada Health District's guidance.

- To be eligible a business must have an active business license, three to 25 full-time equivalent employees.

If you have questions contact the call center at
702.229.CARE (2273)
www.lasvegasnevada.gov/ReopeningResources





HELP NAME the park located at Harris and Marion!

Please send any name suggestions to **https://cityoflasvegas.link/ward3parks**

or call **702.229.4623**

Naming suggestions will be accepted through July 31, 2020.

Park amenities: Equestrian Area, Soccer Field, Playground & Restrooms. ***The park is scheduled to be completed in the fall of 2020***



OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

Please call our office at 702-229-4623 with your suggestions.











Thank you
Mask Posse!



OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

NEVADA HAND
MORE THAN A HOME

CITY OF LAS VEGAS
NEVADA

Vegas Strong Summer Academy



Starting on Monday, June 8 Vegas Strong Summer Academy we will be opening the program to all community members between the ages of 6 to 13.

The academy will provide age/grade appropriate academic and recreational programming while adhering to small groups and social distancing.

The academy costs $75.00 per week and families have the option of utilizing two financial assistance programs.

OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

Please call 702-229-PLAY for more information.

OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

CITY OF LAS VEGAS



ward3@lasvegasnevada.gov

@OliviaDiazLV

@oliviadiazlv

oliviadiazlv



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

Ward 5 Final Announcements



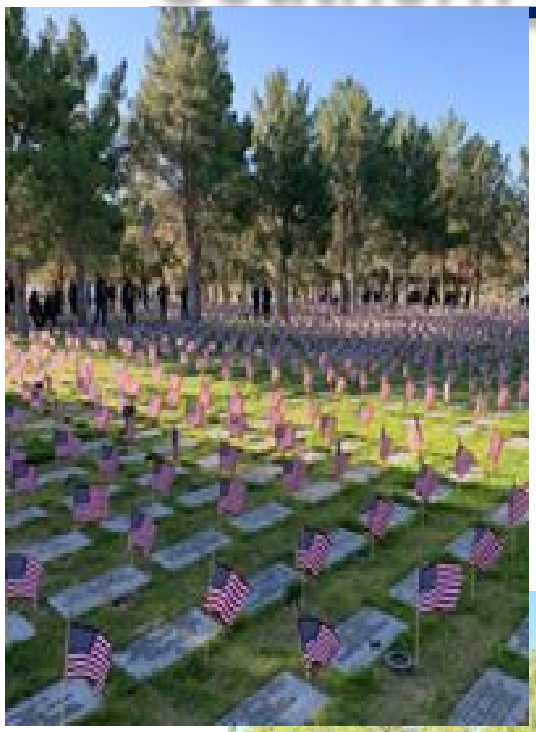


COUNCILMAN CEDRIC CREAR, WARD 5


City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
June 3rd, 2020
SUMMERLIN

WARD 2

Memorial Day Flag Placing at Southern Nevada Veterans Cemetery





March 23, 2020

Thank You to all those who have served, past and present

WARD 2

Blood Donations at the American Red Cross

To donate, please go to: https://www.redcrossblood.org/

American Red Cross





- We will be hosting a blood drive April 10th, 2020 at the International Church of Las Vegas. Please visit www.redcrossblood.org to sign up as a donor.

WARD 2



For more information, reach out to our office at (702) 229-2144 or email us at ward2@lasvegasnevada.gov