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

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

City Council Agenda

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

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

NOTE: A City Council meeting will not be scheduled for Wednesday, July 6, 2022 due to the 4th of July holiday.

June 15, 2022
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

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

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

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

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

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

CEREMONIAL MATTERS

1. Call to Order

2. Announcement Regarding: Compliance with Open Meeting Law

3. Invocation - Reverend Vincent Jordan, Victory Missionary Baptist Church

4. Pledge of Allegiance

5. Recognition of the Employee of the Month

6. Recognition of Pastor Clinton House and Dr. Mary L. House, Mountaintop Faith Ministries

BUSINESS ITEMS - 9:30 A.M. SESSION

PUBLIC COMMENT

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

BUSINESS ITEMS - 9:30 A.M. Session

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

9. For possible action to approve the Final Minutes by reference of the May 18, 2022 Regular City Council Meeting

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

10. For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds from the Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4523, COVID-19 program in the amount of $475,904.53 to reimburse expenses incurred during the City of Las Vegas Emergency Operations Center (EOC) Activation - All Wards

CULTURAL AFFAIRS - CONSENT

11. For possible action to approve the Arts Midwest Grant Agreement between the City of Las Vegas (City) and Arts Midwest (on behalf of National Endowment for the Arts), which authorizes the acceptance of $20,000 in grant funds, to develop and produce a dynamic community reading program that inspires conversation and discovery for the Las Vegas community (City matching contribution $20,000 - General Fund) - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

12. For possible action to approve the Consent to Sublease and Sublease Agreement between Artemus W. Ham III Property Trust, Park on Fremont, LLC, and the City of Las Vegas (City) where the City will operate a parking lot located at 506 East Fremont Street (known as Ron's Lot) with the terms of the lease payments described in the agreement (APN 139-34-601-006) ($225,000 - Parking Enterprise Fund) - Ward 3 (Diaz)

13. For possible action to approve the Master License Agreement between Las Vegas Soccer, LLC, (Licensee) and the City of Las Vegas (City) to allow the Licensee to hold up to ten (10) concerts at Cashman Center, located at 850 Las Vegas Boulevard North, utilizing the field, stadium seats and the parking lots for dates to be determined but no later than December 31, 2022 - Ward 5 (Crear)

FINANCE - CONSENT

14. For possible action to approve the transfer of Fiscal Year 2022 Budget Appropriations to adjust for expenditures and adjustments between functions within various funds totaling $53,500,000

FINANCE - PURCHASING AND CONTRACTS - CONSENT

15. For possible action to approve award of Bid No. 22.MWA217.C1-SK, Gowan North El Capitan - Ann to Centennial, located in El Capitan Way from Ann Road to Centennial Parkway, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: WILLIAM CHARLES, INC. ($10,474,239.85 - Road and Flood Capital Projects Fund) - Ward 4 (Anthony)

16. For possible action to approve award of Contract No. 22.MWA686.D2-JH, Prime Design Services for Utah Avenue - Industrial Road to 3rd Street - Department of Public Works - Award recommended to: VTN NEVADA ($645,676.80 - Road and Flood Capital Projects Fund & Sanitation Enterprise Fund) - Ward 3 (Diaz)

17. For possible action to approve award of Contract No. 22.MWA953-JH, Prime Design Services for Doolittle Community Center Campus Master Plan, located at 1950 North J Street - Department of Public Works - Award recommended to: KME ARCHITECTS ($250,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Crear)

18. For possible action to approve award of Contract No. 220033-JH, Federal Project No. STBG-0159(340), Prime Design Services for Charleston Underpass Project - Grand Central Parkway to Commerce Street - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($2,322,497.47 - Road and Flood Capital Projects Fund) - Wards 1 and 3 (Knudsen and Diaz)

19. For possible action to approve award of Contract No. 220236-SK, Material Testing and Special Inspection Services for Sewer Replacement and Rehabilitation - Group N, Phase II, located on Cheyenne Avenue from Buffalo Drive to Sisk Road and Button Willow Drive - Department of Public Works - Award recommended to: GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. (Not-to-Exceed $220,000 - Sanitation Enterprise Fund) - Wards 1, 4 and 5 (Knudsen, Anthony, and Crear) and Clark County

20. For possible action to approve award of Contract No. 220237-SK Construction Manager as Agent for Sewer Rehab Group N, Phase II, located on Cheyenne Avenue, from Buffalo Drive to Sisk Road and Button Willow Drive - Department of Public Works - Award recommended to: CMWORKS, INC. (Not-to-Exceed $834,433 - Sanitation Enterprise Fund) - Wards 1, 4 and 5 (Knudsen, Anthony, and Crear) and Clark County

21. For possible action to approve award of Contract No. 220240-DD, Financial Consulting Services - Department of Finance - Award recommended to: ZIONS PUBLIC FINANCE, INC. (Not-to-Exceed $500,000 Annually/Total Contract Amount Not-to-Exceed $2,500,000 - Various Funds) - All Wards

22. For possible action to approve ratification of award of Modification No. 2 to Contract No. 200164-JL, Professional Services for Homeless Courtyard Operator, located at 314 Foremaster Lane - Office of Community Services - Award recommended to: CPLC NEVADA, INC. ($802,516 - General Fund) - Ward 5 (Crear)

23. For possible action to approve award of Modification No. 2 to Contract No. 210128-SK, Professional Services for Aligning For Equity - Office of Community Services - Award recommended to: CONSILIENCE GROUP, LLC (Not-to-Exceed $50,000 - H.U.D./Community Development Block Grant Special Revenue Fund) - All Wards

HUMAN RESOURCES - CONSENT

24. For possible action to approve the City's Excess Workers' Compensation Insurance policy for Fiscal Year 2023 with Safety National Casualty ($489,894 - Workers' Compensation Self- Insurance Trust Fund), effective July 1, 2022 - All Wards

25. For possible action to approve the City's property damage insurance policy on buildings, contents, outside equipment, boiler, and machinery for the Fiscal Year 2023 with Liberty Mutual Insurance Company ($841,171 - Self-Insurance Liability Trust Fund), effective July 1, 2022 - All Wards

26. For possible action to approve the City's High Retention Public Entity Liability Insurance policy for Fiscal Year 2023 with Safety National ($404,388 - Self-Insurance Liability Trust Fund), effective July 1, 2022 - All Wards

OFFICE OF GOVERNMENT AND COMMUNITY AFFAIRS - CONSENT

27. For possible action to approve the ratification of April LaLone in a Council support position as a Special Assistant to Council in the Ward 1 office ($64,305 + Benefits - General Fund) - Ward 1 (Knudsen)

PLANNING - BUSINESS LICENSING - CONSENT

28. For possible action to approve a Temporary Massage Establishment license for ADESSO STORE 2 LLC dba THE NOW SUMMERLIN at 410 South Rampart Boulevard, Suite #165 - Ward 2 (Seaman)

29. For possible action to approve a Restricted Gaming license UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at 7-ELEVEN STORE #20687A at 1600 North Rancho Drive - Ward 5 (Crear)

30. For possible action to approve a Restricted Gaming license SARTINI GAMING LLC dba SARTINI GAMING LLC db at CHEECHO'S FAJITAS AND CANTINA at 7585 Norman Rockwell Lane - Ward 6 (Fiore)

PUBLIC WORKS - CONSENT

31. For possible action to approve a sewer easement from Brian Ingram to the City of Las Vegas (CLV) for sewer connection purposes, located in the vicinity of Craig Road and Grand Canyon Drive, APNs 138-06-202-023, 024, 025, 026 - Clark County

32. For possible action to approve Interlocal Agreement NM204-22-101 between the City of Las Vegas (CLV) and State of Nevada Department of Transportation (NDOT) to establish maintenance and operational responsibilities relative to Project Neon in furtherance of the terms and conditions of the Cooperative Agreement PR101-15-015 for roadway improvements located along I-15 and adjacent arterials from US-95 to Sahara Avenue, referred to as the Project Neon, Grand Central/Industrial Connector (GCI) and Neon Gateway Project - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

33. For possible action to approve First Supplemental Interlocal Contract LAS24N21 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to increase funding for the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway Project ($1,191,349 - Road and Flood Capital Project Fund [CPF]) - Ward 4 (Anthony)

34. For possible action to approve a sewer easement from Destiny Homes, LLC and Brian and Erin Freemal to the City of Las Vegas (CLV) for sewer connection purposes, located in the vicinity of Jensen Street and La Madre Way, APNs 125-31-402-004 and 005 - Clark County

35. For possible action to approve a sewer easement from Matthew G. and Rachel B. Lewis, Browning 2011 Trust, Manuel and Diana Hurtado Living Trust to the City of Las Vegas (CLV) for sewer connection purposes, located in the vicinity of El Capitan Way and Verde Way, APNs 125-32-802-049, 050, 051 - Clark County

36. For possible action to approve a sewer easement from Juan L. Rivas and Destiny Homes, LLC to the City of Las Vegas (CLV) for sewer connection purposes, located in the vicinity of Dapple Gray Road and Ann Road, APNs 125-29-405-013, 016 - Clark County

37. For possible action to approve Interlocal Agreement NM191-22-816 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to grant NDOT access to the CLV's right-of-way to perform traffic safety enhancements on Sahara Avenue between Rainbow Boulevard and Rancho Drive - Wards 1 and 3 (Knudsen and Diaz) and Clark County

YOUTH DEVELOPMENT AND SOCIAL INNOVATION - CONSENT

38. For possible action to approve a grant award from AmeriCorps VISTA to the City of Las Vegas in the amount of $150,020 which will be matched with City funding in the amount of $15,002 to support various focus areas of City programming (General Fund) - All Wards

RESOLUTIONS - CONSENT

39. R-26-2022 - For possible action to approve a Resolution to Augment and Amend the City of Las Vegas Fiscal Year 2022 General Fund Budget in the amount of $93,000,000 for the purpose of effecting an increase in appropriations and transfers between functions to provide for expenditures unplanned in the original budget

40. R-27-2022 - For possible action to approve a Resolution to Augment and Amend ten City of Las Vegas funds for the Fiscal Year 2022: Multipurpose Special Revenue Fund in the amount of $15,500,000; Environmental Surcharge Special Revenue Fund in the amount of $248,000; Fire Services Capital Projects Fund in the amount of $3,000,000; Special Assessments Capital Projects Fund in the amount of $10,000,000; Municipal Golf Course

Enterprise Fund in the amount of $500,000; Municipal Parking Enterprise Fund in the amount of $1,000,000; Building and Safety Enterprise Fund in the amount of $550,000; Automotive Operations Internal Service Fund in the amount of $1,500,000; Employee Benefits Internal Service Fund in the amount of $2,000,000; and Fire Equipment Acquisitions Internal Service Fund in the amount of $2,867,662

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

41. Public hearing regarding the fair market value of City owned vacant real property located at the northwest corner of North Decatur Boulevard and West Rome Boulevard (APN 125-24-701-041) in anticipation of the sale of the vacant real property - Ward 6 (Fiore)

ADMINISTRATIVE - DISCUSSION

42. Discussion for possible action regarding the ratification of Jason Potts as the Director of the Department of Public Safety ($183,000 + Benefits - General Fund) - All Wards

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

44. Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new two-year collective bargaining agreement between the Las Vegas City Employees' Association (LVCEA) and the City of Las Vegas ($16,641,307 - Various Funds) - All Wards

COMMUNITY SERVICES - DISCUSSION

45. Discussion for possible action regarding a Disposition and Development Agreement (DDA) between the City of Las Vegas, and OVATION DESIGN AND DEVELOPMENT, INC., a Nevada corporation and COORDINATED LIVING OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation (collectively the "Developer") for the sale and development of the real property for the purposes of facilitating economic development within the City pursuant to Nevada Revised Statute 268.063 by constructing residential affordable housing located at the northwest corner of North Decatur Boulevard and West Rome Boulevard, APN 125-24-701-041 - Ward 6 (Fiore)

RESOLUTIONS - DISCUSSION

46. R-28-2022 - Discussion for possible action regarding a Resolution finding that the proposed sale of vacant real property located at the northwest corner of North Decatur Boulevard and West Rome Boulevard (APN 125-24-701-041) to OVATION DESIGN AND DEVELOPMENT, INC., a Nevada corporation and COORDINATED LIVING OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation (collectively the "Developer") is in the best interest of the public - Ward 6 (Fiore)

BOARDS AND COMMISSIONS - DISCUSSION

47. Discussion for possible action regarding the reappointment of Greg Clemens to the Civil Service Board of Trustees

48. Discussion for possible action regarding the appointment of nominee Fawn Douglas to the Ward 3 seat on the Arts Commission

RECOMMENDING COMMITTEE REPORT - DISCUSSION

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.

49. Bill No. 2022-16 - Amends various sections of LVMC Chapter 6.75, pertaining to short-term residential rentals, to conform to and incorporate various recently-adopted provisions of State law, and amends other provisions of LVMC Titles 4, 6 and 19 to make corresponding changes. Proposed by: Seth T. Floyd, Director of Community Development

50. Bill No. 2022-17 - Amends LVMC 19.18.020 to expand the definition of "regional mall" for purposes of distance

requirements. Sponsored by: Councilwoman Michele Fiore

PLANNING

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

PLANNING - ONE MOTION/ONE VOTE

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

51. 22-0108-SDR1 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: CHURCH MOUNT SINAI MISSIONARY, ET AL - For possible action on a Land Use Entitlement project request FOR A PROPOSED 5,279 SQUARE-FOOT MULTIPURPOSE FACILITY ADDITION TO AN EXISTING 2,803 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.79 acres at 989, 1013 and 1025 Balzar Avenue (APNs 139-21-610-012 through 014), C-V (Civic) Zone, Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

52. 22-0112-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: JUAN CARLOS SANCHEZ - OWNER: Y & SH, INC. - For possible action on a Land Use Entitlement project request FOR A TATTOO PARLOR/ BODY PIERCING STUDIO USE at 1750 South Rainbow Boulevard, Suite #13 (APN 163-02-212-001), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

53. 22-0163-VAC1 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: TGP DESERT MANOR, LP - For possible action on a Land Use Entitlement project request for a Petition to Vacate a public alley east of Main Street between Bonneville Avenue and Garces Avenue, and west of 1st Street, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

54. 22-0180 - NON-PUBLIC HEARING - APPLICANT/OWNER: NEVADA NEW BUILDS, LLC - For possible action on the following Land Use Entitlement project requests on 2.29 acres located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road (APN 140-30-601-006), R-3 (Medium Density Residential) Zone, Ward 3 (Diaz). Staff recommends APPROVAL on the entire Land Use Entitlement project.

    54a. 22-0180-EOT1 - EXTENSION OF TIME - VARIANCE - Fourth Extension of Time of a previously approved Variance (VAR-53197) FOR A RESIDENTIAL ADJACENCY SETBACK OF 41 FEET WHERE 83 FEET IS REQUIRED

    54b. 22-0180-EOT2 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - Fourth Extension of Time of an approved Site Development Plan Review (SDR-53040) FOR A PROPOSED TWO-STORY 40-UNIT APARTMENT COMPLEX

55. 22-0284 - PUBLIC HEARING - APPLICANT/OWNER: KB HOME - For possible action on the following Land Use Entitlement project requests on 60.39 acres at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway (APN 125-21-299-020), Ward 4 (Anthony). Staff recommends APPROVAL on the entire Land Use Entitlement project.

    55a. 22-0284-ROC1 - REVIEW OF CONDITION - FOR THE REVIEW OF CONDITION OF APPROVAL NUMBER 15 OF PREVIOUSLY APPROVED TENTATIVE MAP (TMP-74639) TO ALLOW THE REDUCTION OF A REQUIRED 12-FOOT WIDE TRAIL TO A 10-FOOT WIDE TRAIL ADJACENT TO THE WEST SIDE OF OSO BLANCA ROAD, NORTH OF MONTECITO POINTE DRIVE

    55b. 22-0284-ROC2 - REVIEW OF CONDITION - FOR THE REVIEW OF CONDITION OF APPROVAL NUMBER 20 OF PREVIOUSLY APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-74638) TO ALLOW THE REDUCTION OF A REQUIRED 12-FOOT WIDE TRAIL TO A 10-FOOT WIDE TRAIL ADJACENT TO THE WEST SIDE OF OSO BLANCA ROAD, NORTH OF MONTECITO POINTE DRIVE

PLANNING - DISCUSSION

56. 22-0015 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GOLD LT RE, LLC #6 - For possible action on the following Land Use Entitlement project requests on 1.06 acres on the east side of Rainbow Boulevard approximately 520 feet south of Ann Road (APN 125-35-101-007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends DENIAL on entire the Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

56a. 22-0015-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW OUTDOOR STORAGE WITHIN THE SETBACK AREA WHERE SUCH IS NOT ALLOWED; AND A SIX-FOOT TALL SCREEN WALL WHERE OUTDOOR STORAGE SCREENING DEVELOPMENT STANDARDS REQUIRE AN EIGHT-FOOT TALL SOLID SCREEN WALL

56b. 22-0015-VAR2 - ABEYANCE ITEM - VARIANCE - TO ALLOW THREE PARKING SPACES ON THE EXTERIOR OF THE SECURITY FENCE WHERE FIVE ARE REQUIRED AND TO ALLOW ZERO PARKING SPACES SPREAD THROUGHOUT THE DEVELOPMENT WHERE TWO ARE REQUIRED

56c. 22-0015-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR A PROPOSED RECREATIONAL VEHICLE AND BOAT STORAGE USE WITH WAIVERS TO ALLOW THE STORAGE AREA TO BE VISIBLE FROM PUBLIC STREETS AND ADJOINING PROPERTIES WITHOUT BEING SCREENED BY AN EIGHT-FOOT TALL SCREENING DEVICE AND STORAGE WITHIN THE SETBACK AND LANDSCAPE BUFFER AREA

56d. 22-0015-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED RECREATIONAL VEHICLE AND BOAT STORAGE PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

57. 22-0050 - PUBLIC HEARING - APPLICANT: JON BRASSO - OWNER: PRE RANCHO JONES, LLC - For possible action on the following Land Use Entitlement project requests on 1.30 acres at the northeast corner of Rancho Drive and Jones Boulevard (APN 138-02-804-001), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). [NOTE: This item is in Ward 5 (Crear).] Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

57a. 22-0050-VAR1 - VARIANCE - TO ALLOW NO LOADING SPACE WHERE ONE IS REQUIRED

57b. 22-0050-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [B]

57c. 22-0050-SUP2 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [C]

57d. 22-0050-SUP3 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [D]

57e. 22-0050-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF A GENERAL RETAIL BUILDING FEATURING A 760 SQUARE-FOOT PROJECTION SCREEN; THREE DRIVE THROUGH ONLY RESTAURANTS AND A WALK-UP ONLY RESTAURANT WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER AND BUILDING ORIENTATION REQUIREMENTS

58. 22-0070 - PUBLIC HEARING - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH - For possible action on an Appeal of the Approval of 22-0070-SUP1 and a Council Review of the Approval of 22-0070-SDR1 by the Planning Commission on the following Land Use Entitlement project requests on 0.79 acres at 5640 North Rainbow Boulevard (APN 125-26-410-006), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (4-3 vote) recommends APPROVAL on the entire Land Use Entitlement project.

58a. 22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED

58b. 22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3,900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

59. 22-0085-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: DENNIS L. ADAMS AND LEIGH ANN ANDERS - OWNER: DENNIS L. ADAMS - For possible action on a Land Use Entitlement project request TO ALLOW ACCESORY STRUCTURES THAT DO NOT AESTHETICALLY MATCH THE PRIMARY DWELLING WHERE SUCH IS REQUIRED AND TO ALLOW ZERO-FOOT REAR YARD SETBACK AND FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR TWO EXISTING ACCESSORY STRUCTURES (CLASS II) [GARAGE AND CARPORT] on 0.49 acres at 5017 Royer Ranch Road (APN 125-33-305-003), R-E (Residence Estates) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

REPORTS AND PRESENTATIONS

60. Report by Nat Hodgson, Chief Executive Officer, Southern Nevada Home Builders Association, and Brian Gordon, Principal, Applied Analysis, regarding the study results of the Southern Nevada Housing Market and Land Availability Analysis - All Wards

SET DATE

61. 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

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

COUNCIL EMERGING ISSUES

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

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

COUNCIL MEMBER RECOGNITION

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

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

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Vincent Jordan, Victory Missionary Baptist Church

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
5

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

SUBJECT:
Recognition of the Employee of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Employee of the Month for Slide for Lucy Clark by Staff



Submitted at Meeting
Date: 6/15/2022 Item: 5
Submitted by: Staff

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
6

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

SUBJECT:
Recognition of Pastor Clinton House and Dr. Mary L. House, Mountaintop Faith Ministries

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Proclamation for Pastor Clinton House and Dr. Mary L. House Day by Staff

City of Las Vegas
Office of the City Council
Proclamation

Whereas; *The Mayor and members of the Las Vegas City Council recognize Pastor Clinton House and First Lady, Dr. Mary House of Mountaintop Faith Ministries located at 2845 Lindell Road, Las Vegas, Nevada for their exemplary service to their members and Las Vegas valley residents; and*

Whereas; *Mountaintop Faith Ministries began with 13 members in 1990. Pastor Clinton House's ministry spans over three decades, and he is a living legacy-making a significant impact in kingdom work; and*

Whereas; *Pastor Clinton House is the co-founder and chairman of CHR Inc. (Caring, Helping & Restoring Lives), which helps unemployed and underemployed families, and domestic violence families. He is also a supporter of international mission work; and has been a featured guest on the International Christian Television Network and Trinity Broadcasting Network; and*

Whereas; *Dr. Mary L. House is a successful businesswoman, family advocate, spiritual leader, motivator, and mentor literally inspiring thousands of women and families, and countless strangers on a regular basis. She holds two Doctorate degrees a Doctorate of Divinity and a Doctorate of Humanity; and*

Whereas; *Dr. Mary L. House is a stronghold at Mountaintop Ministries. She is recognized as a woman of strength and inspiration to encourage and empower people to be their best selves and to achieve their dreams; and*

Whereas; *Dr. Mary L. House is instrumental in building the congregation of Mountaintop Faith Ministries which to date has over 4,000 members; and*

Whereas; *Dr. Mary L. House leads by example, and she also teaches a plethora of topics to foster individual spiritual growth. She is also a co-founder of CHR, Inc.; and*

Whereas; *CHR has received millions of dollars in federal grants to provide funding, training, coaching, counseling, placement, and support to help thousands of adults and dislocated workers find gainful employment to support their families; and*

Whereas; *Pastor and Dr. House are the proud parents of two children and two grandchildren. They provide exemplary service to the faith-based community and the Las Vegas valley at large to change and improve lives. Their mission is to "Reach the World by Changing Lives" and many have benefited from their guidance and direction to become Christians and good stewards in our community. We recognize and honor their works and dedication; and now*

Therefore; *We the Mayor and Members of the Las Vegas City do hereby proudly proclaim*

June 15, 2022

Pastor Clinton House and Dr. Mary L. House Day

In the City of Las Vegas

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Submitted at Meeting
Date: 6/15/2022 Item: 6
Submitted by: Staff

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
8

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the May 18, 2022 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
10

DEPARTMENT: City Manager **CONSENT**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds from the Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4523, COVID-19 program in the amount of $475,904.53 to reimburse expenses incurred during the City of Las Vegas Emergency Operations Center (EOC) Activation - 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 $475,904.53 in reimbursement funds to the City of Las Vegas for EOC activation in response to the COVID-19 emergency. This funding enables the City of Las Vegas to recover Office of Emergency Management expenses for EOC activation costs including disinfection supplies, personal protection equipment and other materials needed to keep vital city services open to the public.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Nevada Division of Emergency Management Grant Award Letter ($475,904.53) - Performance period April 4, 2020 through October 4, 2020

Powered by ZoomGrants™

City of Las Vegas
City of Las Vegas Emergency Operations Center
USD$ 475,904.53

Subrecipient Grant Award

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas

Program Name: Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4523, COVID-19

FEIN Number: PA-09-NV-4523 (FEMA Public Assistance Disaster 4523)

UEI (formally known as DEM DUNS): 607025848

Subrecipient Duns:HJS3TZHWWJX5

Subrecipient Grant Funds: $475,904.53

Subrecipient Required Match: 0

ALN (formally CFDA) # 97036.20

Function Code # 0049

Grant Portal Project Worksheet Number: 143256

EMMI Project Worksheet Number: PA-09-NV-4523-PW-00052 (0)

Subrecipient Award Period: 04/04/20-10/04/20

Federal Award Period to DEM: 01/27/2020 – TBD

Federal Award Amount to DEM: Federal Award Amount will vary depending on approved Project Worksheets (PW). Only approved PW's will be reimbursed by DEM.

Grant Recipient Award Agreement

The President declared a Major Disaster in the State of Nevada on April 4, 2020, due to COVID-19. Major Disaster Declaration FEMA-4523-DR (Disaster 4523) was declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42. U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. As a result of Disaster 4523, the State of Nevada, as Grantee, was awarded Public Assistance grant funding to assist the state and eligible governments, as well as certain private nonprofit organizations, in their response to, and recovery from, Disaster 4523.

This Agreement between the State of Nevada, Department of Public Safety, Division of Emergency Management (State), and City of Las Vegas(Applicant) governs all federal assistance that the State of Nevada provides to the Applicant under Disaster 4523.

I. TERMS AND CONDITIONS

A. State Responsibilities

The State may provide Disaster Grant Funding or direct services to support the activities and programs authorized under the Stafford Act, for Disaster 4523, and in accordance with this Agreement.

1. The State agrees to be the recipient for all federal financial assistance provided under the Stafford Act related to Disaster 4523. The State will serve as the pass-through entity with respect to the State's role in providing subgrants and administering grant assistance provided to Applicants.

2. The State agrees to maintain a Federal Emergency Management Agency (FEMA) approved State Mitigation Plan (SMP) in accordance with 44 CFR Part 201 (Mitigation Planning), as a condition of receiving Disaster Assistance funding.

B. Applicant Responsibilities

1. The Applicant agrees to comply with the federal and/or state grant award terms and conditions set forth in this Agreement, Disaster 4523, all provisions of the State Administrative Plan in place for each grant award, and the Federal and State Grant Assurances.

2. The Applicant agrees to lead, manage, and drive the overall recovery process and coordinate recovery activities and technical support by setting appropriate policies which adhere to the local, state, and federal laws

3 The Applicant agrees to comply with the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (Emergency Management and Assistance), 2 CFR Part 3002 (implementing 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable FEMA and State Assurances, policies, procedure and guidelines, as well as, the Division of Emergency Management Grant Management Guide, Division of Emergency Management (DPS/NDEM) Grant Guidelines and DPS/NDEM Federal and State Assurances, the State Administrative Manual, applicable state and local laws, and FEMA policies and guidelines.

4. The Applicant agrees to use disaster assistance funds solely for the purposes as stated in the approved project worksheets (PW) and the approved scope of work approved by FEMA and the State.

5. The Applicant agrees to provide the cost-sharing requirements of federal disaster assistance, as stipulated in Disaster 4523. Disaster 4523 includes the Public Assistance Program.

6. The Applicant agrees that all disaster assistance funding will be provided on a reimbursement basis only and must follow the reimbursement process established by DPS/NDEM Grant Guidelines and the DPS/NDEM Federal and State Assurances. Exceptions are discretionary and will be granted only due to conditions beyond the Applicant's control, which results in an inability to complete approved projects. All exceptions will be subject to the approval of the Governor's Authorized Representative (GAR) and must be requested by the applicant in writing and approved in writing by the GAR.

7. The Applicant agrees to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in the DPS/NDEM Grant Guidelines and DPS/NDEM Federal and State Assurances.

8. The Applicant agrees to accurately document the events and expenses incurred in the disaster response and recovery. All of the documentation pertaining to a project shall be filed together with the corresponding PW and maintained by the Applicant as the permanent record of the project. This process must include all backup and corresponding documentation attached to the PW in each file. The applicant must provide a copy of the documentation to the GAR for review, reconciliation, and archival.

9. The Applicant agrees to maintain records and supporting documentation relating to claims made by the Applicant for three (3) years after the completion and final payment of an individual PW and shall be available for inspection and audit at all reasonable times by NDEM, the State Auditor, and the Federal Auditor General.

10. The Applicant agrees to give the appropriate state agencies, as designated by the GAR, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this Agreement.

11. The Applicant agrees to provide the State with quarterly project status reports. If the Applicant receives $750,000 or more in total Federal assistance in a single year, the Applicant shall accomplish a "single audit" and submit a copy of that audit to the State, in accordance with the Office of Management and Budget Super Circular.

12. The Applicant agrees to comply with the US Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations.

13. The Applicant agrees to comply with all applicable provisions of state laws and regulations in regard to procurement of goods and services regarding contracts for repair or restoration of public facilities which conform to federal law and the standards identified in 2 CFR §§ 200.317-200.326, which are outlined in the DPS/NDEM Grant Guidelines and DPS/NDEM Federal and State Assurances, and the FEMA Public Assistance: Policy and Guidance.

14. If the Applicant receives duplicate benefits from another source for projects related to this disaster, the Applicant agrees to refund the benefits provided by the State.

15. The Applicant agrees to comply with provisions of the Hatch Act limiting the political activities of public employees, as it relates to the programs funded.

16. The Applicant agrees to not enter into any cost plus a percentage of costs or contingency contract for completion of disaster restoration or repair work.

17. The Applicant agrees to not enter into contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.

18. The Applicant agrees not to enter into any contract with any party that has been prohibited from participating in federal or state assistance programs.

19. The Applicant agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.

20. The Applicant agrees to abide by the following work completion deadlines:

Emergency Work (Category A & B) – Six months from the date of declaration.

All required documentation in support of the project costs will be submitted within 90 days following completion of the project.

C. Controlling Authorities

This Agreement is subject to the following governing authorities:

1. The Stafford Act and its implementing regulations contained in Title 44 of the Code of Federal Regulations, and FEMA policy and guidance.

2. 2 CFR Parts 200 and 3002, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for

Federal Awards.

3. The FFY 2018 Public Assistance Program Guide (PAPPG V3.1).

4.The Department of Public Safety, Division of Emergency Management, Grant Management Guide.

5. The Federal and State Assurances, as well as, the FEMA Public Assistance: Policy and Guidance.

6. Nevada Administrative Manual (SAM Manual)

7. All Applicable Federal, State, and Local laws, and FEMA policies and guidance.

II. DISASTER ASSISTANCE GRANT FUNDING

A. Terms and Conditions

1. Federal assistance, except for assistance under the Hazard Mitigation Grant Program, is limited to activities necessary to alleviate damage, loss, hardship, or suffering resulting from the incident that took place during the incident period identified in Disaster 4523, except that reasonable expenses that were incurred in anticipation of an immediately preceding such event may be eligible.

2. Federal assistance under the Stafford Act and this Agreement is limited to those areas, and programs designated by the President or FEMA in the Federal Register Notices for Disaster 4523.

3. All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subgrants, project worksheets, or otherwise, will incorporate by reference the terms of this Agreement and must comply with all applicable federal and state laws, regulations, policies and guidance in accordance with this Agreement, the provisions of the State Administrative Plan in place for each grant award and attached in this package as a FEMA Project Worksheet, and the federal and state grant assurances.

B. Disaster Programs

The following disaster assistance programs have been authorized for Disaster 4523 and are subject to this Agreement:

Public Assistance (PA):

Disaster 4523 authorized the PA Program, and FEMA may make a PA grant award to the State. The Applicant agrees to make available the non-federal cost share of PA pursuant to the State of Nevada's requested timelines. Federal funding will be limited to 75 percent of total eligible costs, except as may be provided for in any subsequent cost-share amendment to the declaration for Disaster 4523.

The Public Assistance Programmatic addendums will be listed in the PAPPG V3.1. This will give additional terms and

conditions for the implementation of the PA Program as applicable, PA grant performance goals, and cost-share adjustments under alternative procedures for debris removal.

III. Funding

The Applicant will be reimbursed in accordance with the Federal and State Assurances. At any time during the lifecycle of the grant, the State may adjust the amounts available to the Applicant in the request for reimbursement process due to grant adjustments, partial or full grant terminations, closeouts, or other reasons.

IV. REPORTING

A. Financial Report

The Final Financial Report is due thirty (30) days after project completion, see Federal and State Assurances.

B. Quarterly Financial/Programmatic Reports

The quarterly financial reports are due thirty (30) days after the quarter ends (December 30, March 30, June 30, and September 30).

V. CONSTRUCTION REQUIREMENTS

Prior to the start of any construction activity, the Applicant will ensure that all federal, state and local permits and approvals are obtained, and all permit conditions are addressed, including, the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, project plans, and specifications, as well as applicable building codes and program guidance.

No Construction Activity has been authorized under Disaster 4523.

VI. EXTENSIONS

All extensions must include documentation substantiating delays beyond its control, a detailed justification for the delay, the status of work completed, and to be completed, and a project timeline with the projected completion date.

All requests and approvals for extensions must be on the approved excel workbook, which includes the quarterly financial report, programmatic report, and project change request.

Applicants that request an extension must submit reports no later than 15 days after the last day of the approved extension. Sub-grantees may not obligate funds at the end of extension and use the State Administrative Agent's (SAA) close out period to submit reports/expenditures unless extenuation circumstances exist and the approval is issued in writing to the sub-grantee

Extension requests must follow the process described in Section III of the PAPPG V3.1 (page 141) and be sent to the GAR for consideration.

The regulatory time limitation for temporary facilities (Emergency Work) is 6 months from the Federal Declaration date. The State of Nevada may approve an extension up to 6 months; however, this must be in writing on the "Project Change" form with a narrative and justification. The State of Nevada may request additional time from FEMA, however, this will only be granted if the Applicant has already started the project and needs additional time to complete, and the extension is due to circumstances out of the Applicant's control for the emergency work. Please refer to the PAPPG V3.1.

VII. RESOURCES

- Federal and State Assurances
- Federal and State Administrative Plan also referred to as the DHS Standard Terms and Conditions for grants
- Financial/Programmatic Reporting
- The PAPPG V 3.1 (2018)
- The Department of Public Safety, Division of Emergency Management Grant Management Guide & FEMA procurement and contracting guidelines as well as all DEM & FEMA Bulletins
- The FEMA approved Project Worksheet

IN WITNESS WHEREOF, the Parties approve this Agreement:

_____

Appointing Authority Date

Signatures
Authorized Official

City of Las Vegas

Carolyn G. Goodman

(Signatures Appear on Next Page)

Nevada Office of the Military, Division of Emergency Management

David Wm. Fogerson
5/27/2022 6:14:23 PM
dfogerson@dps.state.nv.us 174.83.136.73

IN WITNESS WHEREOF, the parties hereto have caused this Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4523, COVID-19 Subrecipient Grant Award to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

6/1/22

Deputy City Attorney Date

Nevada Office of the Military, Division of Emergency Management

By: _____ Date
Its: _____

Council Action: _____, 2022 – Item #_____

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
11

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

SUBJECT:
For possible action to approve the Arts Midwest Grant Agreement between the City of Las Vegas (City) and Arts Midwest (on behalf of National Endowment for the Arts), which authorizes the acceptance of $20,000 in grant funds, to develop and produce a dynamic community reading program that inspires conversation and discovery for the Las Vegas community (City matching contribution $20,000 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $20,000
Funding Source: General Fund
Dept./Division: Office of Cultural Affairs

PURPOSE/BACKGROUND:
In January 2022, the Office of Cultural Affairs was invited to apply for the Arts Midwest National Endowment for the Art Big Read grant for up to $20,000. The Office of Cultural Affairs (OCA) will design a program that expands the accessibility of our programming and facilities, increase the frequency of internal and community discussions to bring awareness about how we talk about Americans with disabilities and foster the creation of art and artworks with and for community members of all levels of ability. This grant requires a 1:1 match and the grant performance period is September 1, 2022 through June 30, 2023.

RECOMMENDATION:
Staff recommends that the City Council approve the acceptance of $20,000 grant funds with a 1:1 match, authorizes the Mayor to execute any and all documents required upon approval as to form and directs the Director of Office of Cultural Affairs to oversee the administration of the grant funds.

BACKUP DOCUMENTATION:
1. Arts Midwest Grant Agreement

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Grant agreement

Congratulations on your National Endowment for the Arts Big Read award!

GRANTEE	City of Las Vegas Office of Cultural Affairs 800 Brush Street Las Vegas, NV 89107-4005
UEI number	HJS3TZHWWJX5
Name for publicity purposes	City of Las Vegas Office of Cultural Affairs
Purpose	NEA Big Read 2022–2023
Grant award	$20,000
Case number	00031092
Date of Agreement	May 5, 2022

The program

The National Endowment for the Arts Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book.

Arts Midwest

Arts Midwest will serve as your contact for all questions regarding the program and this Grant Agreement. Arts Midwest can be reached at 612.238.8024 or neabigread@artsmidwest.org. Our offices are based in Minneapolis, Minnesota and our hours of operation are 9am – 5pm Central time. We have a dedicated team of individuals available to respond to your questions and available to assist you in a timely manner.

This Agreement, by and between Arts Midwest on behalf of the National Endowment for the Arts and **City of Las Vegas Office of Cultural Affairs** listed above, hereinafter referred to as **GRANTEE**, is subject to the following terms and conditions.

Grant award

Your grant award from Arts Midwest, on behalf of the National Endowment for the Arts, is $20,000.

This award must be used towards the expenses incurred as part of **GRANTEE**'s NEA Big Read programming. These expenses may include artist fees, book purchases, staff salaries and benefits, and other expenses. Federally negotiated indirect cost rates are allowable or a de minimis rate of 10% as outlined in 2 CFR 200.414 (Code of Federal Regulations).

Unallowable expenses include fundraising, hospitality, meals, concessions, gifts for participants, or costs incurred prior to the execution of this Grant Agreement or after June 30, 2023. Reference the Attachment A: Assurance of Compliance section 12 for more information on Cost Principles. This award does not support research and development.

The award must be matched on a 1-to-1 basis with nonfederal funds. Match refers to the portion of the project's expenses not paid for by these federal revenues. This may include revenues from **GRANTEE'S** own funds, donations, other non-federal grants, or other revenues. In order to receive the full grant, **GRANTEE**'s total expenses as shown on your final report budget must be at least double the grant award amount. There can be no overlapping expenses between this grant and a grant received directly from the National Endowment for the Arts.

The following information is provided to comply with federal regulations.

Federal awarding agency	National Endowment for the Arts
CFDA #45.024	Promotion of the Arts Grants to Organizations and Individuals
Federal Award Identification Number	1866149-52-C-20
Federal award date	September 3, 2020
Federal award description	To support the planning and implementation of the National Endowment for the Arts Big Read program nationwide.
Subaward period of performance	July 1, 2020 – October 31, 2023
NEA award amount	$3,014,000
Pass-through entity and contact information	Arts Midwest, Joshua Feist, director of community support, joshua@artsmidwest.org, 612.238.8054

GRANTEE is expected to use the entire grant award amount to carry out a project that is consistent with the proposal that was approved for funding by Arts Midwest and the National Endowment for the Arts. Grant funds may not be returned to Arts Midwest without prior authorization.

If the award amount above is less than the amount requested in **GRANTEE**'s application, a revised budget based on the award amount is due to Arts Midwest before any funds can be issued.

If major changes are believed to be necessary, **GRANTEE** must refer to Attachment C of this Agreement for guidance.

Expenses can be incurred and an advance payment can be issued after this Agreement has been fully executed by Arts Midwest and **GRANTEE**.

GRANT PAYMENTS

Arts Midwest will disburse this grant in two installments by check to **GRANTEE** as follows:

- Program start payment of $16,000.00 will be sent to arrive on or around the date of the first event as indicated on **GRANTEE**'s Engagements Listing (see Program Engagements Listing). Prior to issuing this payment, Arts Midwest must receive a revised budget (if applicable) and an updated list of engagements (see Reporting).
- Final payment of $4,000.00 will be sent four to six weeks following the receipt of a complete final report (see Reporting).

If the above payment schedule represents a financial hardship, **GRANTEE** has the option to request one advance payment of up to 80% of your grant award. An advance payment may be requested for expenditures already incurred or for expenditures you expect to incur within 30 days. Please complete the advance payment request form, available in the Online Community, to request an advance payment. If an advance payment is issued, your program start payment will be adjusted according to the remaining balance.

By default, payments will be issued by check. If **GRANTEE** would prefer to receive funds via electronic transfer, **GRANTEE** must provide Arts Midwest with the email address of the individual who manages **GRANTEE**'s finances so they can set up an account in our financial system.

Payments are contingent upon Arts Midwest's receipt of federal funds from the National Endowment for the Arts. Payments must be disbursed within 30 days of receipt.

AWARD MANAGEMENT

GRANTEE must manage this award in the Online Community located at the following web address: https://artsmidwest.force.com/neabigread. Arts Midwest will work with you to make sure all necessary parties have access to this website. All documents needed to manage your award, including the crediting requirements, budget forms, final report (see Reporting), and other resources are available in the Online Community.

Program requirements

As a participant in NEA Big Read, **GRANTEE** agrees to conduct the following NEA Big Read activities:

An ideal NEA Big Read lasts approximately one month (but may go longer) and must occur between September 1, 2022 and June 30, 2023. Events held prior to September 1 or after June 30 need written authorization from Arts Midwest.

Develop and produce a dynamic community reading program designed around a single NEA Big Read selection that inspires conversation and discovery. Related "companion" reading titles may be included.

Your literary programming should feature diverse and creative engagements that show a clear connection between the NEA Big Read book and the target audience and engage a wide range of community members with the book either in-person or virtually via telecommunications technology. A successful NEA Big Read will be held in a variety of venues or virtual spaces and, through effective partnerships, reach a broad audience as identified by **GRANTEE**. The number of engagements planned should be proportionate with your grant award and community population. Activities should include:

- a public kick-off event to launch the program;
- a minimum of 5 discussions on the selected book featuring separate audiences for each discussion;
- At least two presentations inspired by the content and/or themes of the NEA Big Read title. If you are considering an author visit as part of your programming, please be aware that honoraria and availability vary by individual. A visit by the author of your NEA Big Read book selection is not required.
- At least two projects that engage the community and/or respond creatively to the selected book or companion title (e.g., art exhibitions, theatrical and/or musical performances, poetry slams, writing workshops and contests, collecting and sharing oral/written stories from members of the community, etc.).

Partner with a library (if **GRANTEE** itself is not a library) and with additional community organizations in order to broaden community participation and reach a wide array of audiences.

Promote your programming through digital and print channels, and partnering with local radio, print, TV, social media, and other media outlets as appropriate.

Use and distribute the NEA Big Read educational and promotional materials for your chosen book found at http://www.arts.gov/neabigread (see Educational materials section below).

In addition, **GRANTEE** is strongly encouraged to participate in all offered training webinars and conference calls from Arts Midwest including the online orientation activities in June.

ADMISSION

Admission to, as well as seating and participation in, NEA Big Read programs shall be open to any person and shall be without regards to race, color, natural origin, disability, religion, age, or gender as provided in Section

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504 of the Rehabilitation Act of 1973 (as amended), the Americans with Disabilities Act of 1990 (as amended), Title VI of the Civil Rights Act of 1964 (as amended), Title IX of the Education Amendments of 1972 (as amended), and the Age Discrimination Act of 1975 (as amended).

GRANTEE shall provide, upon request from Arts Midwest, up to six complimentary admissions to all activities without cost to Arts Midwest for VIPs or promotional use. Arts Midwest will work with **GRANTEE** to ensure that proper procedures for admission are followed.

*If **GRANTEE** is unable to meet program requirements, future support from Arts Midwest may not be available.*

Crediting and publicity

The National Endowment for the Arts and Arts Midwest seek to achieve unified branding for this national program and **GRANTEE** must comply with Attachment D: Crediting Requirements, which is part of this Agreement. This includes the usage of the credit line and logo in all print and digital materials as well as proper display of NEA Big Read banners and bookmarks. Arts Midwest expects **GRANTEE** to ensure proper crediting and visibility for the benefit of both **GRANTEE** and this national program.

Toward that end we require that you call your program "NEA Big Read" or "NEA Big Read: [city name]" for example.

GRANTEE will be required to upload two to three samples of printed materials and digital communications with your final report.

*If **GRANTEE** is unable to meet crediting requirements, as set forth in the Attachment D, future support from Arts Midwest may not be available.*

PUBLIC RELATIONS

GRANTEE's outreach efforts to local media, including print, television, social media, and radio outlets, are very important to the success of NEA Big Read.

The National Endowment for the Arts will create a sample news release for use in publicizing **GRANTEE**'s participation in NEA Big Read. This news release should be customized to accommodate your local organization and distributed to your local media. The news release will be available for download from the Online Community.

The National Endowment for the Arts also created a "PR toolkit," which is available online in the Online Community. This toolkit contains sample press releases, talking points, frequently asked questions, and other public relations tools, along with tips on working with print, radio, and television media.

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Educational materials

All NEA Big Read educational materials are accessible online at http://www.arts.gov/neabigread.

NEA Big Read educational materials vary by book selection. Materials may include Reader Resources and audio materials.

Please note: NEA Big Read educational materials are not provided in print.

Online resources include:

- Reader Resources, which contain an introduction to the featured book, background on the writer, and discussion questions. Some Reader Resources also contain additional resources and information about related works.
- Audio materials(available to stream online), which are 20 to 30-minute programs about the book featuring interviews and readings by literary and public figures.

Reader Resources and audio materials by NEA Big Read are licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 4.0 International License. For legal reasons, photos used in the Reader Resources are prohibited from duplication without permission. The Audio Guides may be used for radio broadcast, classroom, and individual uses. Text content from NEA Big Read Teacher's Guides by NEA Big Read is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License.

Promotional materials

The following NEA Big Read promotional materials are provided to **GRANTEE** at no cost. Grant funds may be used to procure more upon request.

BANNERS

GRANTEE will receive three complimentary 2.5' x 6.5' NEA Big Read banners (two horizontal banners and one vertical banner) featuring the NEA Big Read logo and branding for on-site event promotion. **GRANTEE** shall hang these banners in visible locations of your choice before and during your community read activities. You must use the banners you receive this year and discard any you may have remaining from previous years. More banners may be ordered from our vendor for a fee; contact Arts Midwest for more information. Grants funds may be used to purchase additional banners.

BOOKMARKS

GRANTEE will receive a predetermined quantity of complimentary 8.5" x 1.125" bookmarks featuring NEA Big Read logo. You must use the bookmarks you receive this year and discard any you may have remaining from previous years if you have received an NEA Big Read grant in the past.

OTHER PROMOTIONAL TOOLS

In addition to these materials, we also provide the NEA Big Read logo block and credit line for **GRANTEE**'s use in creating your own promotional and marketing materials. This NEA Big Read logo block and credit line are available to be included on advertisements, posters, flyers, postcards, or other promotional items of your design. These materials are available for download in the Online Community.

Reporting

PROGRAM START AND END DATES

GRANTEE is responsible for updating the "programming start date" and "programming end date" fields in their Case in the Online Community or informing Arts Midwest of updates. These dates refer to your first and last engagements (events) for your NEA Big Read. It is important to keep these dates updated as they will determine your reporting deadlines as noted below.

PROGRAM ENGAGEMENTS (EVENTS) LISTING

GRANTEE's engagements listing is essential to providing Arts Midwest and the National Endowment for the Arts with detailed information concerning your project's activities.

GRANTEE is required to input their information according to the following schedule:

- **30 days prior to your first NEA Big Read engagement**, provide a list of all planned engagements including the minimum programming requirements (found on page 4 of this Agreement). Your program start grant payment will be generated after review of this Engagements Listing by Arts Midwest along with receipt of your revised budget (if applicable).
- **Within 45 days of the completion of your activities**, enter complete attendance figures as described in the final report (see Final Report section below). Your final grant payment will be generated after review of this submission along with your final report.

If this schedule represents a hardship, grantees must contact Arts Midwest to receive written authorization for an alternative timetable.

If **GRANTEE**'s programming beginning or ending dates change, **GRANTEE** must update them on their Case in the Online Community or notify Arts Midwest immediately so grant payments will not be delayed.

FINAL REPORT

The final report enables us to compile and forward comprehensive information to the National Endowment for the Arts regarding NEA Big Read.

GRANTEE is obligated to submit a final report to Arts Midwest **within 45 days following the "programming end date" listed in the Online Community**. You can access the final report at the top of your Case by clicking the "Continue final report" and you may save your progress. Please review the final report via this link prior to beginning your NEA Big Read activities so you are familiar with the questions ahead of time.

The contents of the final report will include narrative questions, a final budget, the final listing of engagements (with full descriptions and final attendance figures), examples of crediting, and (optionally) images.

To offer transparency and mentorship to other NEA Big Read communities, Arts Midwest may choose to share part or all of your final report in the Online Community. In addition, Arts Midwest may reach out to key organizers in your community asking them to share their expertise in learning opportunities for other grantee communities and applicants.

*If **GRANTEE** does not submit a final report, Arts Midwest will not be able to issue a final payment.*

Compliances

ASSURANCE OF COMPLIANCE

GRANTEE shall comply with all provisions of the Assurance of Compliance attachment, which is a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources. An interactive version of the Assurance of Compliance with web links is also downloadable from the Online Community.

UEI NUMBER AND SAM.GOV

The UEI number we have on file for **GRANTEE** is HJS3TZHWWJX5. This is the number that was provided by **GRANTEE** and is associated with **GRANTEE**'s registration in SAM.gov. If you have questions concerning your registration, please contact Arts Midwest at 612.238.8024. SAM.gov registration is free to create and maintain. Disregard emails you may receive from other parties demanding fees.

FEDERAL TAX EXEMPTION

GRANTEE certifies that it is a duly constituted, registered, and qualified 501(c)(3) not-for-profit organization as designated by the Internal Revenue Service, or is an entity of federal, state, local, or tribal government. **GRANTEE** agrees to notify Arts Midwest immediately of any alteration of such status that may occur prior to the conclusion of the grant period.

Independent contractor

It is understood that this Agreement does not constitute a partnership or joint venture between Arts Midwest and **GRANTEE**, and that **GRANTEE**'s status is solely that of an independent contractor. **GRANTEE** shall be solely responsible for the performance of its contracts including, without limitation, the payment of all costs, expenses, and damages that may arise from said contracts. Each Party shall perform and discharge all obligations pertaining to this Agreement as independent contractors, including but not limited to the payment of any taxes or resulting fees and expenses.

Termination

- By either Party by reason of accident, Act of God, force majeure, labor strikes, any act or order by public authority, illness or death of an artist or their family member, or any unforeseen occurrence(s) which shall render the fulfilment of this Agreement by either party impossible, including, but not limited to, the inability of any artist (if applicable) to receive the necessary visas or work authorization to perform in the United States. Under such circumstance, neither Party shall be liable to the other for payment or damages of any kind or nature.
- By Arts Midwest in the event that funding is not forthcoming from the National Endowment for the Arts. Under such circumstances, neither Party shall be liable to the other for payment or damages of any kind or nature.

Limitation of liability

Except with regard to termination of this Agreement, for which there shall be no liability on the part of Arts Midwest, in the event this Agreement is terminated, regardless of the reasons for such termination, in no event with Arts Midwest be liable to the GRANTEE for any special, indirect, incidental, or consequential damages (including without limitation, loss of business or profits) arising out of or in connection with the Agreement, regardless of the theory of liability or cause of action, in excess of either **GRANTEE**'s actual, out-of-pocket costs and expenses (properly itemized, documented, and substantiated) or $2,000, whichever is less.

GRANTEE's indemnification

The **GRANTEE** shall indemnify and hold harmless Arts Midwest and the respective successors, assigns, officers, members, directors, agents, contractors, and employees of each of the foregoing, from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys' fees and court costs actually incurred resulting from or arising out of, wholly or in part any breach of any representation or warranty made by the **GRANTEE** under this Agreement or any act or omission of the **GRANTEE** and its officers, members, directors, agents, contractors, or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

Arts Midwest's indemnification

Arts Midwest shall indemnify and hold harmless the **GRANTEE** and its successors, assigns, officers, members, directors, agents, contractors, and employees from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys' fees and court costs actually incurred resulting from or arising out of, wholly or in part any breach of any representation or warranty made by the Arts Midwest under this Agreement or any act or omission of the Arts Midwest and its officers, members, directors, agents, contractors, or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

Amendment

This Agreement contains the entire understanding of the Parties hereto and supersedes all prior commitments, agreement, or understandings between the Parties with respect to the subject matter hereof, and shall not be waived, modified, or amended except in writing signed by both Parties hereto.

Severability

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue to full force without impaired or invalidated.

Waivers

No waiver by either Party hereto of any breach by the other Party of any covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior to or subsequent) of the same or any other covenant or condition of this or any other agreement.

Binding Agreement

GRANTEE agrees to carry out this project in compliance with the terms listed in this Agreement. **GRANTEE** agrees to notify Arts Midwest in writing of any changes that may impact or require an amendment to this Agreement.

GRANTEE further understands and agrees that the grant received from Arts Midwest must be returned in full in the event that **GRANTEE** unilaterally cancels this Agreement.

Jurisdiction and Disputes

This Agreement shall be construed and interpreted pursuant to the laws of the laws of the State of Minnesota applicable to agreements entered into and fully performed in Minnesota. Any action or proceeding between **GRANTEE** and Arts Midwest relating to this Agreement, whether pertaining to the interpretation or enforceability hereof or others, may only be brought in the State of Minnesota, and both parties consent to the

jurisdiction of the state or federal courts of Minnesota. All disputes or controversies in excess of $10,000 arising out of or connected to this Agreement shall be resolved through binding arbitration in Minneapolis, Minnesota under the laws of the State of Minnesota, in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into the highest Court having jurisdiction thereof. All disputes or controversies up to and including the sum of $10,000 shall be resolved in Hennepin County, Minnesota Conciliation Court, Appeals of such Conciliation Court decisions shall be resolved through binding arbitration as if the dispute exceeded the sum of $10,000.

Attachments

ATTACHMENT A: ASSURANCE OF COMPLIANCE

GRANTEE shall comply with all provisions of the Attachment A: Assurance of Compliance, which is included and therefore made a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources.

ATTACHMENT B: MEDIA CONSENT AND GUIDELINES

GRANTEE shall comply with all provisions of Attachment B: Media Consent and Guidelines which is hereby made a part of this Agreement.

ATTACHMENT C: CHANGES OR CANCELLATION REQUIREMENTS

GRANTEE shall comply with all provisions of Attachment C: Changes or Cancellation Requirements which is hereby made a part of this Agreement. Reduction in the project budget may result in reduction of the grant award. In the event of such a reduction, **GRANTEE** is required to return any award overpayment to Arts Midwest.

ATTACHMENT D: CREDITING REQUIREMENTS

GRANTEE shall comply with all provisions of Attachment D: Crediting Requirements which is hereby made a part of this agreement. These regulations derive from Arts Midwest's federal and state funding sources.

By signing below, **GRANTEE** has read, understands, and agrees to comply with the terms and conditions in this Grant Agreement with Arts Midwest, on behalf of NEA Big Read. Please electronically sign this Grant Agreement by **May 31, 2022.**

City of Las Vegas Office of Cultural Affairs

Signature:

Name: Carolyn G. Goodman

Title: Mayor

Date:

Arts Midwest

Signature:

Name: Joshua Feist

Title: Director of Community Support

Date:

A fully-executed copy will be emailed to GRANTEE once countersigned by Arts Midwest.

Approved as to Form:

5/11/2022

Dimitri P. Delacas
Deputy City Attorney

Date

Attachment A: Assurance of Compliance

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NEA Big Read is supported by funds that derive from Federal funds (**CFDA #45.024**) from the National Endowment for the Arts. All selected organizations must comply with the following national policies and legal requirements, statutes, and regulations, including the Uniform Guidance for Federal Awards (2 CFR).

1. **Required registration** Organizations are required to have a UEI with SAM.gov (Unique Entity Identifier) that reflects the organization's legal name and current physical address. This is a free ID to obtain at the System for Award Management (SAM.gov).
2. **Nondiscrimination Policies** As a condition of receipt of Federal financial assistance, the awarded organization must acknowledge and agree to execute the project (e.g. productions, workshops, engagements, programs, etc.) and require any contractors, successors, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
   i. **Section 504 of the Rehabilitation Act of 1973, as amended,** (29 U.S.C. 794), provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activities supported by Federal funds.
   ii. **Section 504 Self-Evaluation and Additional Resources**
      a. A Section 504 self-evaluation must be on file at the organization. It assists in evaluating programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements; the Civil Rights Office has provided a "Section 504 Self-Evaluation Workbook" found at https://www.arts.gov/open-government/civil-rights-office/section-504-self-evaluation-workbook.
      b. A staff member should be designated as the 504 coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three years from the date a Final Report is filed and made available to the public and Arts Midwest upon request.
      c. Additional resources can also be found at https://www.artsmidwest.org/resources/accessibility.
   iii. **Americans with Disabilities Act of 1990, as amended,** (42 U.S.C. 12101-12213), prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III).
   iv. **Title VI of the Civil Rights Act of 1964, as amended,** (42 U.S.C 2000d et seq.), provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity supported by Federal funds. Title VI extends protection to persons with limited English proficiency.
   v. **Executive order 13166, Improving Access to Services for Persons with Limited English Proficiency**, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, an organization must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Your organization is encouraged to consider the need for language services for LEP persons in conducting your program and activities. For assistance and information go to http://arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance
   vi. **Title IX of the Education Amendments of 1972, as amended,** (20 U.S.C. 1681 et seq.), provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity supported by Federal funds.
   vii. **Age Discrimination Act of 1975, as amended,** (42 U.S.C. 6101 et seq.), provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
3. **Environmental and Preservation Policies**

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- **National Environmental Policy Act of 1969, as amended,** applies to any project supported by Federal funds that would support an activity that may have environmental implications. (42 U.S.C. Section 4332).
- **National Historic Preservation Act of 1966, as amended,** (16 U.S.C. 470), applies to any Federal funds that would support the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106. This law also applies to project activities, such as new construction, that would affect such properties.

4. **Debarment and Suspension** The organization must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the Arts Endowment in 2 CFR 32.3254. The organization certifies that it is not delinquent in the repayment of any Federal debt. There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:
   i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
   ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
   iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.
5. **Federal Debt Status** (OMB Circular A-129) in which the organization certifies that it is not delinquent in the repayment of any federal debt. Examples of relevant debt includes delinquent payroll or other taxes, audit disallowances, and benefit overpayments.
6. **Lobbying** The organization may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, Federal funds may not be used for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:
   i. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed, or written manner, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriation which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution to interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. (18 U.S.C. 1913)
   ii. Lobbying (2 CFR 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.
   iii. Certification Regarding Lobbying to Obtain Awards (Section 319 of Public Law 101-121, codified at 31 U.S.C. 1352) prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to Arts Midwest. Disclosure of lobbying activities by long-term employees is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

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We strongly advise you to review these regulations that are published at 45 CFR 1158, and can be found at www.gpo.gov/fdsys.

7. **The Native American Graves Protection and Repatriation Act of 1990** (25 U.S.C. 3001 et seq.) applies to any organization that controls or possesses Native American human remains and associated funerary objects and received Federal funds even for a purpose unrelated to the Act.
8. **U.S. Constitution Education Program** (P.L. 108-447, Division J, Sec. 111(b)) Educational institutions (including but not limited to "local educational agencies" and "institutions of higher education") receiving Federal funds are required to provide an educational program on the U.S. Constitution on September 17. For more information on how to implement this requirement and suggested resources, see http://www2.ed.gov/policy/fund/guid/constitutionday.html and http://thomas.loc.gov/teachers/constitution.html.
9. **Prohibition of use of funds to ACORN or its subsidiaries** (P.L. 111-88 Sec. 427) Federal funds shall not be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries
10. **Fly American Act** (41 CFR 301-10.131-10.143) The organization is required to follow the provision of this Act. Any air travel paid in whole or in part with Federal funds must be on a U.S. flag air carrier or a foreign air carrier under an air transport agreement (code share agreement) with the United States when these services are available. Lower cost, convenience, or traveler preferences are not acceptable reasons for using a foreign air carrier. Foreign travel is defined as any travel outside of Canada, Mexico, and the United States, and its territories and possessions.
11. **Regulations Relating to Labor** (Part 505 of Title 29) concerning all professional performers and personnel employed on a project that are financed in part or in whole with Federal funds must comply with these regulations.
12. **Cost Principles.** The allowability of costs for projects supported by Federal funds shall be in accordance with the Uniform Guidance Subpart E – Cost Principles.
    The following are unallowable costs based on NEA legislation and policy and take precedence over the Uniform Guidance.
    i. Cash reserves and endowments
    ii. Construction, purchase, or renovation costs of facilities or land. However, costs associated with predevelopment, design fees, and community development, as well as preparing exhibit space, setting a piece of public art, etc. may be allowable.
    iii. Costs to bring a project into compliance with Federal award requirements.
    iv. Foreign nationals and artists compensation, including traveling to or from foreign countries when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control.
    v. Visa costs that are paid the U.S. Government (P.L. 109-54, Title III General Provisions, Sec. 406), however, the cost of preparing material (legal documentation, etc.) for submission is allowable.
13. **Cost Sharing or Match Requirements** (20 U.S.C. 954(e) and 2 CFR 200.306) Federal funds cannot exceed 50% of the total expenditures of the project (i.e., funds must be matched one-to-one, or "dollar for dollar") unless otherwise stated in the Grant Agreement. This required cost sharing, or match, refers to the portion of project costs not paid by Federal funds and may include your organization's general funds, donations, non-Federal grants, and other revenue.
    Other Federal funds are not eligible to meet your cost share or matching requirement. This includes Federal funds that have been sub-granted or dispersed to your organization from a State Arts Agency or other organization. Please consult with the State Arts Agency or other organization to determine if any portion of their award to your organization includes funds from a Federal agency.
14. **Indirect (Facilities & Administration) Costs** (2 CFR 200.414) Award recipients may claim indirect costs based on a current and appropriate indirect cost rate agreement negotiated with a Federal agency (research rates do not apply) or a charge a de minimis rate of 10% on modified total direct costs (2 CFR 200.414 (f)). The organization cannot claim both overhead or administrative costs and indirect costs.
15. **Standards for Documentation of Personnel Expenses** (2 CFR 200.430 (i)) Any salaries and wages included in the project's budget must be based on records that accurately reflect the work performed.

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The records must comply with your organization's internal controls and established accounting policies. Records must support these costs for both the use of Federal funds and as the cost share or matching requirements.

16. **Record Retention and Access** (2 CFR 200.333) Records of the project supported by Federal funds, including financial and supporting documents, must be retained for a period of three years after the date of the final report. Award recipients must permit Arts Midwest and its auditor access to recipient's records and financial statements, as necessary, to ensure the compliance with Federal award requirements.
17. **Working conditions** Any project supported by Federal funds will not be performed or engaged in working conditions which are unsanitary, hazardous, or dangerous to the health and safety of those involved.
18. **Audit requirements** (2 CFR 200.501) The threshold for requiring a Single Audit or Program-Specific Audit is $750,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources. The percentage of costs related to an award supported by the program that would be included in this audit may be allowable. GRANTEE certifies that, if GRANTEE expends $750,000 or more in yearly expenditures of Federal awards during a fiscal year, it shall have an audit performed in accordance with the Office of Management and Budget Uniform Guidance. Grantee will also take prompt corrective action on any audit findings and will send Arts Midwest proof of implementation of such corrective action plans.

MORE INFORMATION

- Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance of Federal Awards: 2 CFR)
- National Endowment for the Arts Office of Civil Rights

Failure to comply with these requirements may result in suspension or termination of the grant award. In addition, the United States has the right to seek judicial enforcement of these obligations.

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Attachment B: Media Consent and Guidelines

Pictures and videos are worth a thousand words when it comes to describing the beauty, impact, and response to the projects and activities presented for this project. Furthermore, still and moving images reinforce all efforts to bring more resources not only to the projects and activities, but also to Arts Midwest's programs.

COPYRIGHT

All photographs and digital media submitted to Arts Midwest presumes an assurance that **GRANTEE** owns the copyright for said material. Furthermore, upon submission it is understood that Arts Midwest and the National Endowment for the Arts are permitted to use the images in its reports and publications, as well as in its meeting and web presentations. Arts Midwest and the National Endowment for the Arts will credit the images accordingly.

GRANTEE may arrange to copyright any materials developed from the work undertaken during the period of support without prior approval from Arts Midwest. For procedural information, contact: U.S. Copyright Office, Library of Congress, www.copyright.gov.

Unless otherwise specified in the award, Arts Midwest and the National Endowment for the Arts are not entitled to receive royalties from work supported or made possible by a grant or cooperative agreement; however, Arts Midwest and the National Endowment for the Arts retain a royalty-free right to use such work for Arts Midwest and the National Endowment for the Arts purposes (e.g., the use of final report final products to document the results of Arts Midwest and the National Endowment for the Arts award programs), including placement on the Arts Midwest and the National Endowment for the Arts websites.

Arts Midwest and the National Endowment for the Arts strongly recommend that any publication resulting from an award be cataloged by the Cataloging in Publication Program of the Library of Congress before final printing. This method of cataloging enables libraries to acquire and process books quickly. Publishers ineligible for this program may be eligible for the Library's Preassigned Card Number Program. Entering these titles in a national bibliographic database leads to greater dissemination of publications. For procedural information, contact: Library of Congress, http://www.loc.gov/publish/cip/.

FORMAT

Arts Midwest accepts website links to photographs and/or digital media of **GRANTEE**'s activities and projects. We urge you to create space on **GRANTEE**'s website for said images in order to leverage these efforts as marketing and promotional tools. However, Arts Midwest recognizes this may not be an option for a number

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of reasons so the use of commonly accessed, user-friendly, internet interfaces such as YouTube, Vimeo, or Flickr links are reliable and relatively inexpensive alternatives. **GRANTEE** must maintain these links for the duration of the period of support and include website addresses/links in the final report.

CAPTIONS

Arts Midwest suggests the following caption information be noted in conjunction with photographs and digital media: Grantee name, city, state, date, title of activity or project, description of activity or project, name(s) of who is in the photograph or video, and the name of the photographer or videographer.

TIPS

- Be sure to confirm with the artist/ensemble beforehand that the taking of photographs and video are allowed. They may have a preference regarding when or where or what type of photographs are shot. They may also request a limit on the duration of filming or ask for approval of the end product prior to being uploaded to the internet. Such details are often noted in the artist/ensemble contract.
- If children are included in the picture, obtain or confirm consent from the parent and/or legal guardian to use the child's image.
- The most interesting photos are those in which the artist has direct interaction with their audience and/or students. Close-up shots of actively engaged people are highly recommended for more effective promotional and marketing purposes.

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Attachment C: Changes or cancellation requirements

Grantees are required to carry out a project consistent with the project approved for funding.

Any significant changes to the project's activities, timeline, budget or personnel must be approved no less than 30 days in advance of the first public activity. Please contact Arts Midwest staff for more information.

Notification should include:

- The Case number assigned by Arts Midwest;
- The specific change(s) requested (for types of amendments, see below);
- Justification for the change(s);
- A revised project budget, if applicable;
- Grantee contact information, including a phone number, fax number and e-mail address; and
- The signature of a current authorizing official.

Arts Midwest reserves the right to request additional information including, but not limited to an update on specific project activities or an itemized list of actual expenditures to date.

Amendment requests are considered on a case-by-case basis; approval is not guaranteed. Until written approval is received from Arts Midwest, grantees may only incur costs consistent with the terms and conditions of the award in effect at the time of application. Requests submitted after the fact will not be approved.

Period of Support Extensions (Time Amendments)

All project activities and the commitment of project funds must take place within the period of support set out in the award document. As soon as a grantee becomes aware that the project cannot be completed on schedule, the grantee must request a time amendment. Requests submitted after the current end date of the awarded project will not be approved.

Liquidation of Obligations

The grantee is also responsible for ensuring that all obligations incurred under an award are liquidated (paid) within 30 days of the end of the period of support to coincide with the submission of the final report. If all obligations cannot be liquidated within the 30 days, a time amendment must be requested.

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Changes in Project Scope

Project activities must be consistent (i.e., in the same spirit) with those approved for funding by Arts Midwest. Contact Arts Midwest immediately if changes are necessary.

Change in Artists

If changes in artists or arts organizations identified in the application or proposal are necessary, the grantee must request an amendment. The amendment must include a short biography or description of the new artists or arts organizations involved. Requests submitted after the fact will not be approved. Prior approval is waived for changes in other key persons (e.g., executive or project directors) unless the award letter specifies otherwise.

Budget Revisions

All costs must be incurred within the period of support specified in the award document or an approved amendment is required. The budget cannot include overlapping costs (e.g., share any costs) with any other Federal award.

These minor changes in the project budget **do not** require written approval from Arts Midwest:

- transfers among direct cost line items; and/or
- elimination or addition of an allowable project cost that does not affect the scope of the award.

These significant changes in the project budget **do** require prior written approval from Arts Midwest.

- budget changes due to a change in the scope of the Arts Midwest-supported project; and/or
- adding permanent equipment, foreign travel, or indirect costs.

Matching

Arts Midwest cannot waive minimum matching requirements except under the most unusual circumstances. Such requests must be accompanied by a new budget that reflects the revised commitment to the project.

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Attachment D: Crediting Requirements

Introduction

The National Endowment for the Arts seeks to achieve unified visual branding for this national program through the proper application of the logo and crediting language.

Proper crediting is an essential part of your grant. The National Endowment for the Arts and Arts Midwest expect all participants to ensure proper crediting and visibility for the benefit of both your organization and this national program.

Please ensure your partners, contractors, marketing department, graphic designers, and other staff creating marketing materials for the NEA Big Read review, understand, and adhere to these requirements. The examples provided below are intended as an overview and not an exhaustive listing of print and digital opportunities available to your organization.

We are happy to review your print or digital materials for proper crediting prior to production. Please email them to neabigread@artsmidwest.org

Requirements



LOGOS

Your organization is required to include the official NEA Big Read logo in all materials (print and digital) related to your activities. Do not use any other "Big Read" logo found on the internet.



The National Endowment for the Arts has provided two variants of the NEA Big Read logo for your use. Both variants have .jpg and .eps formats.

To download the logos, visit https://www.artsmidwest.org/programs/neabigread/logo

Improper use of logo

- Do not crop the logo.
- Do not separate elements of the logo to reorganize format or appearance.

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- Do not rotate the logo.
- Do not distort the logo horizontally or vertically.
- Do not alter the colors without written permission from Arts Midwest.
- Do not alter the typography of the logo.

CREDIT LINE

Along with the logos, your organization must include the following credit line in 10-point font size or greater. Do not alter or abbreviate the credit line.

"NEA Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest."

"El proyecto NEA Big Read es una iniciativa del National Endowment for the Arts (el Fondo Nacional para las Artes de Estados Unidos) en cooperación con Arts Midwest."

Please use this English or Spanish credit line to give verbal recognition of the program prior to performances.

Placement of logo and credit line

Placement may vary, however should be positioned prominently for high visibility and distinct from other visual elements or other contributors.

Include the logos and credit line in the following: All printed materials and digital communications related to your NEA Big Read activities (e.g., postcards, brochures, posters, press releases, website events calendars, social media, marketing materials, announcements, and invitations.

FUNDERS LIST

When referring to this program on a funders list, please credit it as "The National Endowment for the Arts Big Read program" and acknowledge support from the National Endowment for the Arts and Arts Midwest. The best way to credit funders is to use the credit line.

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PROGRAM NAME

You must name your program "NEA Big Read." You may append the name of your community at the end (e.g., NEA Big Read – Minneapolis). Naming your program in this manner acknowledges the award from the National Endowment for the Arts and ties your award into the larger framework of the other NEA Big Read program around the nation.

BASIC DESCRIPTION

The following paragraph represents the basic description of the program. This text may be used in all print and digital materials as space allows, including on your website.

The National Endowment for the Arts Big Read is designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book. [YOUR ORGANIZATION] is one of 60+ nonprofit organizations to receive a grant to host an NEA Big Read project.

FINAL REPORT

You will be required to submit **a minimum of two examples of your organization's crediting** as a component of the final report. Be sure to print your online crediting examples while the page(s) are still live, so you can include them.

Social Media

Many participating organizations are posting on social media platforms and sharing images, videos, and stories about their programming. In order for us to track all that is happening and to hear and share your story from your organization's perspective, we ask that you use the following hashtags: **#NEABigRead; #ArtsMidwest**. Arts Midwest maintains a Twitter account and we ask you please tag @NEABigRead. We will be happy to share your content. For more guidance in planning your media campaign, please consult the NEA's "Working with the Media Toolkit" on their website: https://www.arts.gov/news/working-media-toolkit

Images

We encourage you to take photos of the performance(s) and community engagement activities. **This is highly recommended but not required.** We will accept a maximum of **10 top-quality JPG images** of your NEA Big Read activities. Please, no photos of food. We love to see people engaging in the events.

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PERMISSION AND USAGE

Before submitting your images, it is important to obtain permissions, licenses, and copyrights for these images. Your organization gives Arts Midwest permission to use the images for educational and promotional purposes, in print, and on websites. Review the Image Permission and Usage spreadsheet available online in the Online Community and in the final report. If you submit images, you will be asked to upload this spreadsheet as part of your final report.

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
12

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

SUBJECT:
For possible action to approve the Consent to Sublease and Sublease Agreement between Artemus W. Ham III Property Trust, Park on Fremont, LLC, and the City of Las Vegas (City) where the City will operate a parking lot located at 506 East Fremont Street (known as Ron's Lot) with the terms of the lease payments described in the agreement (APN 139-34-601-006) ($225,000 - Parking Enterprise Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $225,000
Funding Source: Parking Enterprise Fund
Dept./Division: Economic and Urban Development/Parking Services

PURPOSE/BACKGROUND:
Park on Fremont, LLC, with agreement from the property owner, Artemus W. Ham III, Property Trust, wishes to renew the sublease of the parking lot known as Ron's Lot with approximately 20 parking spaces to the City in order to operate a paid parking lot, which will service area residents, visitors, retail establishments and event parking. Estimated revenues to the City after expenses are projected to be $55,000 annually.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Consent to Sublease and Sublease Agreement

CONSENT TO SUBLEASE AND SUBLEASE AGREEMENT

THIS AGREEMENT AND CONSENT TO SUBLEASE ("Consent") is made as of June 1, 2022 by and between Artemus W. Ham III Property Trust ("Landlord"), Park on Fremont, LLC, a Nevada limited liability company ("Tenant"), and City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("Subtenant").

A. Landlord and Tenant entered into that certain lease agreement dated July 1, 2019 ("Master Lease") relating to certain premises located at 506 Fremont Street, Las Vegas, Nevada also known as Assessor Parcel Number 139-34-601-006. ("Premises"). The Premises include a parking lot which is the subject of this Consent ("parking lot"). The Master Lease is attached hereto as "**Exhibit A**."

B. Tenant has informed Landlord that Tenant wishes to sublease the parking lot portion of the Premises to Subtenant. Tenant and Subtenant have entered into a Parking Sublease Agreement dated June 1, 2022 ("Sublease"). The Sublease is attached hereto as "**Exhibit B**." By the terms of the Sublease, Tenant will sublease to Subtenant and Subtenant will sublease from Tenant a portion of the Premises consisting of the parking lot. Tenant desires to sublet the parking lot portion of the Premises to the Subtenant in order for Subtenant to operate a parking lot on the Premises.

C. Tenant has requested that Landlord consent to Tenant subletting the parking lot portion of the Premises only to Subtenant. Landlord has agreed to consent to the subletting on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual agreements and covenants hereinafter set forth, Landlord, Tenant and Subtenant agree as follows:

1. **Definitions.** Unless otherwise defined in this Consent, all defined terms used in this Consent shall have the same meaning and definition given them in the Master Lease.

2. **Master Lease.** The Sublease and this Consent are and shall be at all times subject and subordinate to all of the terms and conditions of the Master Lease and, notwithstanding anything to the contrary contained in Sublease of this Consent, Subtenant agrees to perform all of the covenants of Tenant contained in the Sublease insofar as the same relate to the parking lot portion of the Premises. Subtenant shall have no other obligations or liabilities to Landlord under the Master Lease whatsoever, including, without limitation, the payment of any sums due from Tenant to Landlord under the Master Lease. In case of any conflict between the provisions of the Master Lease and the provisions of the Sublease or this Consent, as between Tenant and Landlord, the provisions of the Master Lease shall prevail unaffected by the Sublease or this Consent. Subtenant shall not violate any of the terms and conditions of the Master Lease to the extent applicable to the use and occupancy of the parking lot portion of the Premises. Any breach of the Master Lease by Tenant or any breach of the Sublease, Master Lease, or this Consent by Subtenant, which results in a breach of the Master Lease, shall entitle Landlord to all the rights and remedies provided in the Master Lease, provided, however, that such remedies under the Master Lease shall be solely against Tenant and not against Subtenant unless the breach is caused by the Subtenant.

3. **Termination.** Subtenant acknowledges and agrees that, except as provided below, the term of the Sublease and this Consent shall automatically terminate upon the termination of the Master Lease for any reason whatsoever, including, without limitation, the termination of the Master Lease prior to the expiration of the term thereof by reason of default, breach, eviction or the like. If the Tenant's Master Lease is terminated for any reason whatsoever, Subtenant must vacate immediately and surrender the parking lot to the Landlord in the condition required by the Sublease at Subtenant's sole cost, including

the removal of all meters, signage, and the like which were installed by Subtenant . The foregoing provisions shall be self-operative upon such written demand of Landlord, and no further instrument shall be required to give effect to said provisions.

4. **Cooperation.** Upon demand of Landlord, Subtenant agrees to execute, from time to time, such documents as Landlord reasonably deems necessary relating to the parking lot, provided, however, that if approval is required of the governing city council of Subtenant, then any such documents shall be subject to such approval which Landlord understands is at the discretion of the city council. Notwithstanding any provision to the contrary in the Sublease or in any other agreement, Subtenant acknowledges that it shall have no right and there shall not be vested in Subtenant any right to exercise rights, options, or other similar preferential rights, if any, given to Tenant under the Master Lease and Subtenant understands that should Landlord take back possession of the Premises from Tenant for any reason whatsoever that Subtenant must immediately vacate and surrender the parking lot to Landlord and remove all meters, signage, and the like which were installed by Tenant at Subtenant's sole cost and expense and that all rights granted to Subtenant through Sublease shall be immediately and forever terminated.

5. **Consent of Landlord.** Landlord hereby consents to the subletting of the Sublease Premises to Subtenant pursuant to the terms of the Sublease. Landlord's consent shall not release or discharge Tenant of any of its obligations under the Master Lease or release, discharge or alter the liability of Tenant to pay rent and all other sums due under the Master Lease and to perform and comply with all other obligations of Tenant under the Master Lease. As between Landlord and Tenant, the Sublease shall not alter, amend or otherwise modify any provisions of the Master Lease. Landlord shall have no obligations to any party in connection with the Premises other than those obligations set forth herein and in the Master Lease. Landlord is still protected by the Master Lease and Landlord is not liable to Subtenant for anything. Landlord shall not be bound or estopped in any way by the provisions of the Sublease. This Consent shall not be construed as consent by Landlord to, or as permitting, any other or further subletting or assignment by Tenant or Subtenant. Tenant and Subtenant hereby agree that in the event of termination of the Master Lease for any reason whatsoever, that Subtenant will agree to voluntarily vacate the Premises as stated herein. Landlord agrees that nothing in this Consent shall create any obligation under the Master Lease to Landlord on the part of Subtenant and any obligations of Subtenant to Landlord are limited to those specific obligations set forth in this Consent.

6. **Payment of Rent.** Tenant is and shall remain solely responsible to Landlord for all amounts due under the Master Lease and Subtenant shall have no obligation to pay any such amounts due to Landlord under the Lease. Landlord agrees not to collect any monies from Subtenant and all Parties to this Sublease agree and understand that Landlord will look solely to Tenant for all amounts due under the Master Lease notwithstanding whether Subtenant has made all payments to Tenant pursuant to the Sublease regardless of whatever Subtenant has paid Tenant or not.

7. **Indemnification.** Tenant and Subtenant each shall indemnify and hold harmless Landlord and Landlord's members, agents, employees, partners, shareholders, directors, invitees, and independent contractors (collectively "Agents"), against and from any and all Claims arising from or related to the following: (a) Subtenant's use of the Sublease Premises or any activity done, permitted or suffered by Subtenant in, on or about the Sublease Premises, the Building, or the Property; (c) any Hazardous Material used, stored, released, disposed, generated, or transported by Subtenant or its Agents in, on, or about the Sublease Premises, including without limitation, any Claims arising from or related any Hazardous Material investigations, monitoring, cleanup or other remedial action; and (d) any action or proceeding brought on account of any matter referred to in items (a), (b), and/or (c). If any action or proceeding is brought against Landlord by reason of any such Claims, upon notice from Landlord, Tenant and Subtenant shall defend the same at their expense with counsel reasonably satisfactory to Landlord and shall completely indemnify Landlord for any and all damages or losses sustained by

Landlord, including attorney's fees and costs. The obligations of Tenant and Subtenant under this Section 5 shall survive any termination of the Sublease or the Master Lease.

8. Miscellaneous Provisions.

1. Notification of Default. Landlord shall not be required or obligated to notify Subtenant of any default by Tenant under the Master Lease.

2. Amendments. Tenant and Subtenant agree not to amend, modify, supplement, or otherwise change in any respect the Sublease without the prior written consent of Landlord, which consent shall not be unreasonably withheld. This Consent shall not create in Subtenant, as a third party beneficiary or otherwise, any rights except as set forth in this Consent.

3. Integration Clause. This Consent, together with the provisions of the Master Lease relating to subletting or assigning, contains the entire agreement between the parties hereto regarding the matters, which are the subject of this Consent. The parties acknowledge and agree that no rule or construction, to the effect that any ambiguities are to be resolved against the drafting party, shall be employed in the interpretation of this Consent. If any provision of this Consent is determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Consent, and all such other provisions shall remain in full force and effect.

4. Attorney Fees and Costs. If any party hereto fails to perform any of its obligations under this Consent or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Consent, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Consent shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Consent and to survive and not be merged into any such judgment.

5. Landlord's Right to Recapture. This Consent shall in no manner be construed as limiting Landlord's ability to exercise its rights to recapture any portion of the Premises, as set forth in the Master Lease or that exist within the law.

6. Governing Law. The terms and provisions of this Consent shall be construed in accordance with and governed by the laws of the State of Nevada.

7. Recourse. Tenant and Subtenant agree that the liability of Landlord hereunder and any recourse by Tenant or Subtenant against Landlord shall be subject to the limitations on liability set forth in the Master Lease. In addition, neither Landlord, nor any of its constituent members, partners, subpartners, or agents, including but not limited to Artemus W. Ham III personally, shall have any personal liability, and Tenant and Subtenant each hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant and/or Subtenant.

IN WITNESS WHEREOF, Landlord, Tenant, and Subtenant have executed this Consent as of the day and year first hereinabove written.

LANDLORD: ARTEMUS W. HAM III PROPERTY TRUST

By: _____
Artemus W. Ham III

STATE OF Nevada)
) ss.
COUNTY OF Clark)

KRISTIE SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02/20/2023
Certificate No: 19-2265-1

The foregoing document was acknowledged before me this 10th day of May, 2022, by Artemus W. Ham III, an individual.

_____
Notary Public

My Commission Expires: 02/20/2023

TENANT: PARK ON FREMONT, LLC

By: _____
Ryan Doherty, Owner

STATE OF NV)
) ss.
COUNTY OF Clark)

The foregoing document was acknowledged before me this 18th day of May, 2022, by Ryan Doherty, an individual.

_____
Notary Public

My Commission Expires: 03/01/2024

ASONTA JOHNSON
Notary Public State of Nevada
County of Clark
APPT. NO. 16-1450-1
My App. Expires Mar. 1, 2024

SUBTENANT: CITY OF LAS VEGAS, NEVADA

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

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Homes, City Clerk

APPROVED AS TO FORM:

M Niarchos 4-27-22
_____
M. Niarchos

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing document was acknowledged before me this _____ day of _____, 2022, by Carolyn G. Goodman, Mayor of the City of Las Vegas.

_____
Notary Public

My Commission Expires: _____

CONSENT TO SUBLEASE AND SUBLEASE AGREEMENT Council Meeting _____
Item # _____

EXHIBIT A
Master Lease

LEASE AGREEMENT

THIS LEASE, (HEREINAFTER THE "Lease") is made and entered into on this 1 day of July 2019, by and between **ARTEMUS W HAM III PROPERTY TRUST** hereinafter referred to as **"Landlord"** and/or **"Owner"**, and **PARK ON FREMONT LLC, A NEVADA LIMITED LIABILITY COMPANY,** hereinafter referred to as **"Tenant".**

WITNESSETH:

WHEREAS, Landlord and Tenant desire to enter into a Lease Agreement according to the terms and conditions described in the Lease.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promise set forth below, the parties hereto do hereby agree as follows:

1. PREMISES. In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant and Tenant leases from Landlord certain commercial space known as Assessor Parcel Number 139-34-601-006 comprising of a parking lot and a building at 506 Fremont Street, in the City of Las Vegas, County of Clark, State of Nevada, hereinafter the "Premises" or "Building".

2. TERM.

2.01 Length of Term. The term of this Lease shall be for a period of five (5) consecutive full lease years, as the term Lease Year is hereinafter defined, commencing on July 1, 2019 and ending on June 30, 2024.

2.02 Lease Year Defined. The term "Lease Year" as used herein shall mean a period of twelve (12) fully consecutive calendar months.

2.03 Option to Extend. Tenant shall have one (1) option "Option" to extend the term of the Lease. Said option shall be for a period of five (5) consecutive full lease years, commencing on July 1, 2024 and ending on June 30, 2029, subject to adjustment as provided in Section 3.01, (the "Extension Term" and along with the Initial Term, the "Term"), upon the same terms and conditions as provided in this lease. Should Tenant elect to exercise said Option, notice of same must be delivered to Landlord and received by Landlord no later than Sixty (60) days before the expiration of the initial Term of this Lease. During this Option period, the annual rent to be paid by Tenant shall increase by three (3) percent over the annual rent paid in the preceding year and shall be paid in equal monthly installments commencing on July 1, 2024, subject to adjustment as provided in Section 3.01. Should Tenant exercise said Option, an additional Twenty Six Thousand Dollar payment shall be deposited with Landlord by Tenant as a

AH
RD

reimbursement to Landlord for the second of two month's free rent provided to Tenant in Lease Agreement dated February 2017.

3. RENT

3.01 Minimum Rent. The payment of rent by Tenant shall commence July 1, 2019, and continue throughout the remaining term of this Lease, and shall be paid on or before the first day of each calendar month, at such place as Landlord may designate, without prior demand therefore and without any deduction or off-set whatsoever. and as fixed minimum rent, the sum of

per calendar month. Upon execution of this Lease by the parties, Tenant has deposited with Landlord the sum of

as advance payment of rent for the First Month. Each year the annual rental to be paid by Tenant to Landlord shall increase by Three (3%) Percent over the annual rental paid in the preceding year of the Lease and shall be paid in equal monthly installments. Upon execution of this Lease by the parties, in addition to the first month's rental payment, an addi

payment shall be deposited with Landlord by Tenant as a reimbursement to Landlord for the first of two month's free rent provided to Tenant in February 2017 Lease Agreement.

3.02 Late Fee for Past Due Rent. The Tenant expressly agrees that the full and complete amount of each installment of rent must be received by Landlord (i.e. arrived at the place designated for rent payment) on or before the above described due date. If Tenant shall fail to make a full and complete payment of any installment of rent within ten (10) days from the date when such payment is due, Tenant shall pay to Landlord, in addition to such installment of rent or additional rent, a sum equal to ten (percent of the total amount of rent due for the calendar month period as a late fee for past due rent.

4. SECURITY DEPOSIT

4.01 Deposit. Upon execution of this Lease by the parties, Tenant has deposited with Landlord the sum of Twenty Five Thousand Dollars ($25,000.00), hereinafter the "Security Deposit", as security for the faithful, timely, proper, and complete performance and observance by Tenant of each and every term, provision, and condition of this Lease.

4.02 Due Diligence. Prior to the execution of this Lease, Landlord has permitted Tenant to inspect the Premises in order to conduct all necessary feasibility studies. By execution of this Lease, Tenant approves the premises in its "as is" condition.

4.03 Default. In the event Tenant shall commit, suffer, or permit any breach or default (beyond all applicable notice and cure periods) in respect to any term, provision, or condition of this Lease, including without limitation the payment of fixed or additional rent, Landlord may, without notice to Tenant, use, apply, or retain all or any portion of the Security Deposit as Landlord in its sole discretion may deem necessary or appropriate to cure or mitigate all such breaches and defaults. If, at the expiration of the

Term, the Tenant is not in default under the Lease (beyond all applicable notice and cure periods), the Landlord shall return the security so deposited within thirty (30) days.

4.04 Reimbursement, Intermingling of Funds and Interest. Tenant shall within ten (10) days after written request from the Landlord, reimburse Landlord for any funds expended by Landlord pursuant to the provisions of this Lease so as to secure prospectively Tenant's performance hereunder. Landlord shall be entitled to intermingle Security Deposit with its own funds and to use such sum for such purposes as Landlord may determine. Tenant shall not be entitled to any interest on the security deposit.

4.05 Sale of Premises. In the event of any assignment of the Landlord's interest in the Premises, Landlord shall have the right to transfer the Security Deposit to the assignee thereof and Landlord shall thereupon be released from all liability for the return of the Security Deposit upon acknowledgment from the successor landlord.

4.06 Assignment or Encumbering by Tenant of Security Deposit. Tenant shall not assign or encumber the money deposited as security, and neither Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance.

5. ALTERATIONS.

5.01 Alterations or Improvements. Landlord shall review and approve Tenant's initial Alteration and/or Improvement Plan at the time of execution of this Agreement. In addition to the initial Alteration and/or Improvement Plan approved at the time of execution, Tenant shall have the right to remodel and make improvements, installations, erections, additions or alterations in, upon, about, at or from the Premises. Tenant shall also have the right to erect, install, maintain, and operate on the Premises, fixtures and other personal property. No improvements, installations, erections, additions or alterations shall be undertaken until Tenant shall have submitted plans and specifications to Landlord not less the seven (7) days prior to the commencement of any improvements, installations, erections, additions or alterations, in, upon, about, at or from the Premises, and Tenant must obtain the prior written consent of Landlord prior to the commencement of any such improvements, installations, erections, additions or alterations, which written consent shall not be unreasonably withheld or delayed. All Landlord approved improvements, installations, erections, additions or alterations shall not be undertaken until Tenant shall have procured and paid for all required governmental permits and authorizations of the various governmental departments and subdivisions having jurisdiction. All work with respect to any permitted improvements, installations, erections, alterations or additions shall be done at Tenant's sole expense in a good and workmanlike manner, and shall be in compliance with all building and zoning laws, and with all other laws, ordinance, orders, rules, regulations, and requirements of all federal (including the Americans with Disability Act), state, and municipal governments and appropriate departments, commissions, boards and officers thereof, and shall be diligently prosecuted to completion. Landlord may require that Tenant remove all or any part of such improvements, installations, erections, additions or alterations at the expiration or earlier termination of this Lease notwithstanding that they may have

become an integral part of the Premises. If Landlord does so require, Tenant shall repair all damage resulting from such removal. Should Tenant fail to remove such improvements, installations, erections, additions or alterations or fail to repair damages resulting from such removal, Landlord may remove the same or make such repairs for Tenant's account, and Tenant shall pay to Landlord on demand an amount equal to Landlord's costs incurred in such removal or repair. Landlord may also require that upon the expiration or earlier termination of the Lease, all or any part of such improvements, installations, erections, additions or alterations shall become a part of the Premises, and Tenant shall not have the right to remove the same. Tenant expressly waives any right to compensation for such improvements, installations erections, alterations or additions that shall become a part of the premises. Notwithstanding any provision to the contrary in this Section 5.01 of the Lease, the improvements, installation, erections, additions and alterations are the Tenant's trade fixtures and may be removed by the Tenant upon the earlier termination or expiration of the term of the Lease. In such event, Tenant shall repair any damage caused by such removal and shall restore the Premises to its condition upon the commencement of the term of the Lease.

Tenant acknowledges that an off-premise billboard sign is located on the subject property. Said billboard sign is presently under contract with Lamar Outdoor Advertising Company and is not a part of the leased premises. Landlord retains all rights to said billboard sign, including but not limited to all rentals paid by Lamar Outdoor Advertising Company. Tenant further acknowledges that Tenant will cooperate with Landlord should Landlord seek to convert said billboard sign into an electronic digital sign.

5.02 Signs. Tenant shall have the right to display signs on the front exterior wall of the Premises and in other places in compliance with Landlord's standards. All signs must have Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall not use any advertising media that shall be deemed objectionable to Landlord or other tenants, such as loud speakers, megaphones or radio broadcasts in a manner to be heard outside the leased Premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations or painting, or build any fences or make any changes to the store front, or erect radio or television antennae without the previous written consent of Landlord and all expenses shall be borne by Tenant.

6. USE OF PREMISES. Tenant shall use the Premises solely for a restaurant/tavern with entertainment and outside patio seating. Tenant will also continue to operate the parking lot at Tenant's sole discretion. Tenant agrees to fixture, stock, staff and to open for business and shall thereafter continuously operate during the term subject only to permitted closures as set forth in the lease. Tenant shall obtain all required licenses. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent of Landlord.



7. LAWS, WASTE, NUISANCE. Tenant covenants that it (a) will not use, suffer or permit any person or persons to use the Premises or any part thereof, or adjacent sidewalks, for the purpose of conducting thereon a second-hand store or any auction, distress, fire, bankruptcy, or going-out of business sale; (b) will comply with all governmental laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (c) maintain the Premises free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (d) shall not suffer, permit or commit any waste.

8. MAINTENANCE, REPAIR AND REPLACEMENT.

8.01 Maintenance, Repair and Replacement by Tenant. The Tenant covenants and agrees that during the Term of this Lease, and any Renewal Term thereof, Tenant shall, at its sole cost and expense, maintain, repair and replace if necessary, the roof and all electrical, plumbing, heating and air conditioning systems for the Premises. All utilities servicing the subject property, including but not limited to electric power, water and sewer, shall service only the Premises. Tenant further expressly covenants and agrees that all other maintenance, repair, and/or replacement of every kind and nature relating to the Premises, whether inside or outside, structural or non-structural, and all costs or expenses whatsoever related thereto, shall at all times be the sole responsibility of Tenant. The Tenant further covenants that the Premises and all appurtenances thereto shall be kept in good order, condition and repair by Tenant, and shall also be kept in a clean, sanitary and safe condition in accordance with the laws of the State of Nevada and in accordance with all directions, rules and regulations of the health officer, fire Marshall, building inspector or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant; and Tenant shall comply with all laws and ordinances touching said Premises. Tenant shall permit no waste, damage, or injury to said Premises; and Tenant shall, at its own cost and expense, replace any glass windows and doors of the Premises, which may be broken. At the expiration of the tenancy created hereunder, Tenant shall surrender the Premises in good condition, with exception for reasonable wear and tear. Tenant hereby waives the provision of any law permitting Tenant to make repairs at Landlord's expense.

8.02 Landlord's Right to Cure. If Tenant refuses or neglects to fulfill its maintenance, repair and replacement responsibilities as provided herein, to the reasonable satisfaction of Landlord, Landlord may, after written demand to Tenant, make such repairs or replacements without liability on its part to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's cost for such maintenance, repairs or replacements plus twenty percent (20%) for overhead costs within ten (10) days after presentation of a bill by Landlord. Failure of Tenant to pay such amount immediately shall constitute a default of Tenant hereunder and permit Landlord to seek the remedies set forth in Section 16.02.



9. MECHANIC'S LIEN. Tenant agrees that all work performed on the Premises shall be performed in a lien free manner. Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged record within ten (10) days after notice by Landlord.

10. UTILITIES. Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises. Notwithstanding any provision to the contrary contained in this Lease, if the interruption of any utility service to the Premises is due to the Landlord's negligent or intentional conduct and Tenant is unable to conduct its business for more than three (3) consecutive business days, Tenant's rent shall be abated until such utility services are restored and Tenant can again conduct its business in or from the Premises. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption of heat, sewer, water, gas, electricity, or any other utility services. Should Landlord elect to supply any utility services, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility company furnishing the same.

11. ASSIGNMENT, SUBLETTING

Tenant shall not, directly or indirectly, voluntarily or by operation of law assign, license, concede, franchise, transfer, mortgage, hypothecate, or otherwise encumber all or any part of Tenant's interest in this Lease or in the demised premises, and shall not sublet, franchise, change ownership, license or concede all or any part of the demised premises (herein collectively referred to in this Section 11 as "*Assignment*") without the prior written consent of Landlord in each instance, which consent may be withheld by Landlord for any reason whatsoever, in the sole discretion of Landlord, and any attempted Assignment without such consent shall be wholly void and shall confer no rights upon any third parties. For purposes of this Section 11, the term "*Assignee*" shall mean any assignee, licensee, concessionaire, franchisee, transferee, mortgagee, or subtenant. .

12. INDEMNITY AND LIABILITY

12.01 Occurrences, Acts and Omissions. Tenant hereby agrees to defend, pay, indemnify, and save free and harmless Landlord from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly, from or on account of any occurrence in, upon, about, at, or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or

appurtenances thereto, or by any act or omission of Tenant of any assignee, subtenant, concessionaire, or licensee of Tenant, or their respective employees, agents, contractors, or invitees in, upon, about, at, or from the Premises.

12.02 Occupancy, Use and Property. Tenant and all those claiming by, through, or under Tenant shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto and all other portions of the Premises solely at their own risk and Tenant and all those claiming by, through, or under Tenant hereby release Landlord from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures, or other property, or damage to business or for business interruption arising directly or indirectly, out of, from, or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

12.03 Other Tenants and Persons. Landlord and Landlord's agents or employees shall not be responsible or liable at any time to Tenant, or to those claiming by, through, or under Tenant, for any loss of life, bodily or person injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omission, or negligence of any other persons, or any other tenants leasing from the Landlord.

12.04 Defects and Other Causes. Except as provided in Section 8 of this Lease, Landlord and Landlord's agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Premises or any of the systems, equipment (including plumbing, heating or air conditioning), electrical wiring or insulation thereof, stairs, porches, railings or walks, machinery, utilities, appliances, or apparatus therein, nor shall Landlord be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through, or under Tenant, caused by or resulting from the busting, breaking, leaking, running, seeping, overflowing, or backing up of sewer pipes, downspouts, tanks, tubs, water closets, waste pipe, drain, or other pipes, or caused by water, steam, gas, sewage, snow, or ice in, about, at or from the Premises, or caused by or resulting from injury done or occasioned by wind, rain, snow, or leakage of water or from the interruption in the supply of any utilities, acts of God or the elements, or from broken glass, water, snow, or ice coming through the doors, windows, walks, or other place of the falling of any fixtures, plaster, tile, stucco, or other matter, or any equipment, or appurtenance becoming out of order or repair or interruption of any service.

12.05 Notice. Tenant shall give prompt notice to Landlord in case of fire or other casualty or accidents in, upon, at or from the Premises or any defects therein.

13. INSURANCE

13.01 Liability Insurance in Tenant's Premises. Tenant agrees to secure and keep in force throughout the Lease Term, at Tenant's sole cost and expense, Comprehensive General Liability Insurance on an occurrence basis with a minimum limit of liability in an amount of ~~Five Million ($5,000,000.00)~~ Dollars. This insurance coverage shall include all water damage; injury to or death of any person in connection with the use, operation, or condition of the Premises; broad form boiler and machinery insurance on all air conditioning equipment, boilers and other pressure vessels or systems, whether fired or un-fired, in, adjoining, above or beneath the Premises.

ONE Million ($1,000,000.00)

13.02 Provisions to be Contained in Policies. All insurance policies required of Tenant hereunder shall be issued by reputable companies licensed to do business in Nevada and on forms standard to the industry, and copies of the policies and certificates of insurance shall be delivered to Landlord no later than ten (10) days after the date of the commencement of the term of this Lease. The policy or policies shall provide by its terms that it is non-cancelable except on thirty (30) days prior written notice to Landlord. At least thirty (30) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by the Tenant to the Landlord. All policies shall name Landlord, any person, firms or corporation designated by Landlord, and Tenant as insured. All policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. All such policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to Landlord, or its servants, agents and employees by reason of the negligence of Tenant.

13.03 Subrogation. Tenant waives its right of subrogation against Landlord for any reason whatsoever, and any insurance policies herein required to be procured by Tenant shall contain an express waiver of any right of subrogation by the insurer against the Landlord.

13.04 Lenders. Any Mortgage lender interested in any part of the Premises may, at Landlord's option, be afforded coverage under any policy required to be secured by Landlord or Tenant hereunder, by use of a mortgagee's endorsement to the policy concerned.

13.05 Increase in Insurance Premiums. Tenant shall not stock, use or sell any article or do anything in or about the Premises which may be prohibited by Landlord's insurance policies carried on the remainder of the Premises or any endorsement or forms attached thereto. Tenant shall pay on demand any increase in premiums for Landlord's insurance that may be charged on such insurance carried by Landlord resulting from Tenant's use and occupancy of the Premises, whether or not Landlord has consented to the same.

14. DESTRUCTION.

14.01 Election to Terminate. If at any time during the Lease term more than twenty-five (25%) percent of the floor area of the Premises shall be damaged or destroyed by fire or other casualty, then Landlord shall have the election to terminate this lease or to repair and reconstruct the Premises to the condition thereof immediately prior to such damage or destruction as reasonably determined by Landlord.

14.02 Rent and Continuing of Lease. Unless such fire or other casualty shall have been caused by the negligence of Tenant, Tenant's agents, employees, or invites, rent shall abate proportionately during the period and to the extent that the Premises are unfit for use by Tenant in the ordinary conduct of its permitted uses hereunder. If Landlord has elected to repair and restore the Premises, this Lease shall continue in full force and effect and such repairs will be made within a reasonable time thereafter, subject to delays arising from force majeure as set forth in Section 28. If this Lease is terminated as herein permitted, Landlord shall refund to Tenant the prepaid rent (unaccrued as of the date of damage or destruction) less any sum then owing to Landlord by Tenant.

15. CONDEMNATION

15.01 Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceedings, then this lease shall cease and terminate as of the date of title vesting in such proceedings.

15.02 Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this lease shall cease and terminate as aforesaid. In the event Landlord and Tenant are unable to agree as to whether the part of the Premises taken renders the business of the Tenant unsuitable, such dispute shall be submitted to arbitration in accordance with the Uniform Arbitration Act contained within the Nevada Revised Statues. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor.

15.03 Landlord's Option to Terminate. If more than twenty (20) percent of the floor area of the building in which the Premises is located shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease. If this Lease is terminated as provided in the subsection, rent shall be paid up to the day that possession is so taken by public authority.

15.04 Award. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the lease hold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor,

but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant's business and fixtures.

15.05 Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of eminent domain, right of condemnation, purchase or otherwise.

16. EVENT OF DEFAULT, REMEDIES

16.01 Default by Tenant. Each of the following events (called an Event of Default) shall be a default hereunder by Tenant and a breach of this Lease:

(a) If Tenant shall violate any covenant or agreement providing for the payment of rent or additional rent;

(b) If Tenant shall assign in whole or in part or otherwise dispose of any interest in this Lease or in the Premises pursuant to Section 11 of the Lease;

(c) If Tenant shall be adjudicated a bankrupt, whether voluntarily or involuntarily, or make any general assignment for the benefit of creditors, or take or attempt to take the benefit of any Insolvency or Bankruptcy Act;

(d) **If a receiver or trustee shall be appointed for the property of Tenant or to** take possession of all or a substantial part of the property of Tenant, or of Tenant's leasehold interest;

(e) The vacation or abandonment of the Premises by Tenant for more than thirty (30) days;

(f) The attachment, execution, or other judicial seizure of all or a substantial part of the assets of Tenant or Tenant's leasehold, where such an attachment, execution, or seizure is not discharged within thirty (30) days;

(g) If Tenant shall be in default in fulfilling any of the other covenants, terms or conditions of this Lease; and

(h) The failure to operate the business.

(i) If the Business Use of Premises, as defined in Paragraph 6. herein changes without the prior written consent of Landlord; which consent may be withheld by Landlord at Landlord's sole discretion for any reason whatsoever.

16.02 Remedies. Upon the occurrence of an Event of Default as set forth in Section 16.01, or in the event of any like occurrence which, in the sole judgment of the Landlord, evidences the serious financial insecurity of the Tenant, then and in any of such cases regardless of any waiver or consent to any earlier Event of Default, Landlord, at its option, may:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case Tenant's right to possession shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's Default, including without limitation,

(i) all unpaid Rent and other charges incurred at the time of the termination of possession;

(ii) all Rent and other charges which would have been earned after termination;

(iii) all Rent and other charges which would have been paid for the balance of the Lease Term less the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iv) any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course would likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such Event of Default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises, Landlord's reasonable attorney's fees, costs and expenses incurred in connection therewith, and any real estate commission paid or payable.

(v) interest on any unpaid amounts at the rate of fifteen percent (15%), or such lesser amount as may then be the maximum lawful rate, accruing from the date such payments are due until paid. If Tenant has abandoned the Premises, Landlord shall have the option of retaking possession of the Premises and recovering from Tenant the amount specified in this Section 16.02(a), or shall proceed under Section 16.02(b), below.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due. Landlord's election to maintain Tenant's right to possession shall not prejudice Landlord's

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right, at any time thereafter to terminate Tenant's right to possession and proceed in accordance with Section 16.02(a) above or to seek collection of all amounts due and payable as a result of Tenant's Event of Default.

(c) Pursue any other remedy now or hereafter available to Landlord under Nevada law.

(d) In addition to the foregoing remedies contained in Paragraphs (a), (b) and (c) and regardless of which remedies the Landlord pursues, Tenant covenants that it will indemnify Landlord from and against any loss and damage directly or indirectly sustained by reason of any termination resulting from any Event of Default as provided above.

(e) Nothing in this Section shall be deemed to limit Landlord's recovery from Tenant of the maximum amount permitted under law or of any other sums or damages which Landlord may be entitled to so recover in addition to the damages set forth herein.

(f) Nothing in this Section shall be deemed to require the Landlord to relet the Premises or to take any other action with regard to the Premises.

16.03 Remedies Cumulative. The rights and remedies set forth and granted to Landlord shall be cumulative and in addition to any and all other rights and remedies provided and given to Landlord under the laws of the State of Nevada.

17. ACCESS TO PREMISES. Landlord shall have the right, without abatement of rent, to enter the said Premises with prior notice and when accompanied by a representative of the Tenant, unless it is an emergency to examine the same, or to make such repairs and alterations as Landlord shall deem necessary for the safety and preservation of the said Premises. If, during the last month of the term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter and alter, renovate and redecorate the Premises, without elimination or abatement of rent, or incurring liability to Tenant for any compensation, and such acts shall have no effect upon this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision, or repair of the Premises or any part thereof, other than as herein provided. Landlord shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefore, to change the arrangement and/or location of entrances or passageways, doors and doorways, and to change the name, number, or designation by which the Premises is commonly known. Any time during the month prior (or thirty (3o) days before) expiration of this Lease or of any renewal term, Landlord may place upon the Premises "For Lease" or "For Sale" signs which Tenant shall permit to remain thereon.

18. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgage or deeds of trust that are now or may hereafter be placed upon said Premises, and to any and all advances to be made thereunder and to the interest thereon, and all

renewals, replacements and extensions thereof. Tenant will, on demand and without consideration, execute any documents tendered by Landlord necessary to effect such subordination(s). Upon Tenant's request, Landlord agrees to use commercially reasonable methods to obtain a commercially reasonable non-disturbance agreement from any mortgagee of the Premises.

19. ATTORNMENT. In the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such assignee or purchaser as Landlord under this Lease.

20. MORTGAGEE PROTECTION CLAUSE. Tenant agrees to give any mortgages and/or trust deed holders by registered mail, a copy of any notice of default served upon the Landlord provided that prior to such notice, Tenant has been notified, in writing (byway of notice of assignment of rents and leases or otherwise) of the address of such mortgages and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time then such additional time as may be necessary if within such thirty (30) days, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default, (including but not limited to commencement or foreclosure proceedings, if necessary to effect such cure) in which event this lease shall not be terminated which such remedies are being so diligently pursued.

21. RIGHT TO CURE. In the event of any default by Landlord, Tenant's exclusive remedy shall be action for damages in accordance with the laws of the State of Nevada. Prior to any action, Tenant shall give Landlord notice in writing and shall grant Landlord thirty (30) days in which to cure any such default. In the event that the default cannot be cured within the specified time, Tenant upon request shall grant an extension of reasonable time in which to cure the default. Tenant understands that this does not grant the Tenant the right to an offset.

22. QUIET ENJOYMENT. Tenant covenants the Tenant will peaceably and quietly enjoy the Premises and will not allow said Premises to be used for any illegal or immoral purpose, and that Tenant will not do, or suffer to be done, in or about said Premises, any act or thing that may be a nuisance, annoyance, or inconvenience to Landlord, Landlord's other tenants, the occupants of adjoining property or the neighborhood.

23. SURRENDER OF PREMISES. No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the term hereof; and such acceptance by Landlord or surrender by Tenant shall only flow from and must be evidenced by a written acknowledgement of acceptance of surrender signed by Landlord. At the expiration of this lease, Tenant shall surrender the

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Premises in the same or better condition as the Premises were upon delivery of the Premises to Tenant, reasonable wear and tear excepted, and shall deliver all keys and/or any other items belonging to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and shall repair any damage caused by such property or removal thereof. Should Tenant fail to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and become the property of Landlord. Tenant shall surrender the leased Premises free and clear of all liens, charges, or encumbrance thereon resulting from any federal, state, municipal, or other agency or authority, and shall indemnify Landlord against any and all losses, expenses, damages, costs and attorneys' fees arising out of Tenant's failure to do so.

24. HOLDING OVER. Any holding over after the expiration of the term hereof or of any optional term shall be construed to be a tenancy from month to month at the rents herein specified and shall otherwise be on the terms specified so far as possible.

25. ATTORNEY'S FEES. In the event that either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the expenses of such action including all attorney's fees and any other fees and expenses incurred therein by the successful party.

26. PAST DUE SUMS. If Tenant fails to pay, when the same is due and payable, any sum required to be paid by it pursuant to this Lease (except for late fees for rent) such unpaid amounts shall bear interest from the due dates thereof to the date of payment at the rate of eighteen (18) percent per annum. In addition thereto, Landlord may charge a sum of ten (10) percent of such unpaid amounts as a service fee.

27. RELATIONSHIP OF PARTIES. Landlord does not by this Lease, in any way or for any purpose become a partner of Tenant in the conduct of its business or any other enterprise or a joint venture or a member of any joint enterprise with Tenant.

28. FORCE MAJEURE. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

29. NO WAIVER. The failure of Landlord to insist, in any one or more instance, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

30. NOTICES. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed as follows:

To Landlord:

Artemus W Ham III
9101 Alta Drive Unit 702
Las Vegas, Nevada 89145

To Tenant:

Ryan Doherty
c/o Corner Bar Mgmt.
1028 East Fremont Street
Suite 200
Las Vegas, NV 89101

31. RECORDING. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may record the Lease at the County Recorder's office of Clark County, Nevada.

32. PARTIAL INVALIDITY. The laws of Nevada shall govern the validity, performance, and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of the Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning that renders it valid.

33. BROKERS COMMISSIONS. Each party warrants and represents to the other that no brokerage commission is due to any person, firm, or entity with respect to the Lease. Each party agrees to indemnify and hold the other party harmless with respect to any judgment, damages, legal fees, court costs, and any and all liabilities of any nature whatsoever arising from a breach of said representation.

34. USE OF PRONOUNS. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

35. PROVISIONS BINDING. This Lease and each and every term, covenant, and condition of this Lease shall be binding on, an inure to the benefit, of the heirs, executors, administrators, successors, and assigns of the parties unless otherwise specifically provided in any particular term or condition of this Lease.

36. ENTIRE AGREEMENT. No oral statement or prior written matters shall have any force or effect after the signing of this Lease. All such matters shall be merged herein and be superseded hereby. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. The Agreement shall not be modified except by a writing subscribed to by all parties nor may this Lease be canceled by Tenant except with the written consent of Landlord.

37. AUTHORITY OF SIGNATURES. Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

38. ASSISTANCE OF COUNSEL. Each party warrants that it has had adequate opportunity to seek and receive legal and other professional counsel and advise regarding the content and effect of this Lease, has actually received such counsel and advice as it deemed prudent to receive in the circumstances, has read the Lease in its entirety, understands all provisions of this Lease and their import and effect, and enters into and executes this Lease freely and voluntarily.

39. INTERPRETATION. This lease has been negotiated at arm's length between persons knowledgeable in the matters dealt with herein. In addition, each party has been (or has had a fair opportunity to have been) represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law or equity that would require interpretation of any ambiguities in this Lease against the party that has drafted it is of no application and is hereby waived. The provisions of this Lease shall be interpreted in a reasonable and even-handed manner to affect the intention of the parties hereto.

40. NO WARRANTIES OR REPRSENTATIONS. Tenant warrants that Tenant has received from Landlord a full, fair and complete opportunity to enter onto the Premises and to conduct on or relative to the Premises all investigations, inquiries, evaluations, examinations, studies and inspections that Tenant deems necessary and/or prudent relative to the habitability, condition, quality, and order of the Premises, and all other matters affecting the Premises. Consequently, TENANT TAKES THE PREMISES "AS IS," AND WARRANTS THAT TENANT IS RECEIVING THE PREMISES WITHOUT ANY WARRANTY OF ANY KIND OR SORT FROM LANDLORD, EXPRESS OR IMPLIED, RELATIVE TO THE HABITABILITY, CONDITION, QUALITY, ORDER, USE OR OCCUPANCY OF THE PREMISES. Tenant acknowledges that neither Landlord nor any Agent of Landlord has made any representations, guarantees, warranties, or covenants of any kind or nature whatsoever, express or implied, relative to the habitability, condition, quality, order, use and occupancy of the Premises and/or the use thereof, that are not set forth herein; and that neither Landlord nor any Agent of Landlord has made any representations or warranties of any kind concerning the fitness or suitability of the Premises for any particular use or purpose, or the location and availability of any utilities or any improvements of the Premises. No statements, representations, or information provided to Tenant by Landlord or any Agent of Landlord

shall be binding or enforceable or shall be considered as binding representations, guarantees, warranties, or covenants of any kind or nature whatsoever, express or implied relative to the habitability, conditions, quality, order use and occupancy of the Premises unless such statements or representations are set forth in writing from Landlord to Tenant. Tenant covenants Tenant shall not seek, directly or indirectly, to impose or enforce any liability on the Landlord at any time as a consequence of the habitability, condition, quality, order or uses of the Premises, or any part of it, whether by demand, claim or suit for indemnity, rent abatement, breach of this Lease agreement, contribution, apportionment or otherwise.

41. PERSONAL LIABILITY OF LANDLORD. It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the entire Premises for the satisfaction of Tenant's claim.

42. SUBMISSION OF LEASE FOR EXAMINATION. The submission of this Lease for examination does not constitute a reservation of or options for the Premises and the Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

43. CONDITIONS. It is agreed between the parties hereto that all of the agreements herein contained on the part of Tenant, whether technically covenants or conditions, shall be deemed to be conditions at the option of the Landlord, conferring upon the Landlord, in the event of breach of any said agreements, the right to terminate this Lease.

44. TAXES.

44.01 Tenant's Obligations. Tenant shall pay all real property taxes of the Premises. Tenant shall pay the City of Las Vegas Special Improvement District No. 1516 Fremont Street Maintenance District Assessments that apply to the Premises (which is identified by Assessor Parcel Number 139-34-601-006). Tenant shall pay all other taxes of every kind and nature relating to the Premises for the property or improvements now or hereafter located thereon, including but not limited to all ad valorem taxes, sales taxes, person property taxes, and all other taxes, assessments, use and occupancy taxes, transit taxes, water and sewer charges, excises levies, licenses and permit fees, and all other similar charges, if any, which are levied, assessed, or imposed upon or become due and payable in connection therewith, and all taxes of whatsoever nature that are imposed in substitution for or in lieu of any of the taxes, assessments, or other charges included in this definition of Taxes.

45. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account towards the payment of the earliest stipulated rent; nor shall any endorsement or statement on any check or on any letter accompanying any check, nor shall any other payment as rent be deemed an accord and satisfaction; and Landlord may

accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

46. REGULATORY COMPLIANCE.

46.01 Tenant's Responsibility. The Tenant shall be solely responsible for bringing the Premises into compliance with all local, municipal, state or federal laws, ordinances and regulations. All costs and expenses associated with such compliance shall be of sole responsibility of Tenant.

47. TIME. Time is of the essence of this Lease and of each and all of its provisions.

48. CAPTION AND SECTION NUMBERS. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

49. JOINT AND SEVERAL LIABILITY. Each Tenant herein understands that by signing this lease he/she is jointly and severally liable, along with all other signatories to this lease, for all obligations contained herein pursuant to the laws of the State of Nevada.

50. GUARANTY. GUARANTY OF LEASE is attached hereto and incorporated into this Lease as a material part thereof.

51. SIGNING DATE OF THIS AGREEMENT. The parties to this Agreement specifically agree that the date of the signing of this Agreement shall be the 1st day of July, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the days and year written above.

LANDLORD:

Artemus W Ham III Property Trust

By: _____
Artemus W Ham III

TENANT:

Park on Fremont,
A Nevada L[illegible]d L ability Company

By: _____
Ryan Doherty

STATE OF ~~NEVADA~~ California)
) ss.
COUNTY OF ~~CLARK~~ Orange)

This instrument was acknowledged before me on July 12th, 2019, by Artemus W Ham III Property Trust, Landlord.

STEVEN JOSEPH ANNUNZIATA NOTARY PUBLIC MY COMMISSION EXPIRES COMM. #223252 FEBRUARY 26, 2022 ORANGE COUNTY, CA

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July 1st, 2019, by _____, Ryan Doherty, as the Manager of Park on Fremont LLC, a Nevada Limited Liability Company, Tenant.

KARA DENNIS
Notary Public, State of Nevada
Appointment No. 16-2009-1
My Appt. Expires Feb. 19, 2020

Notary Public

52. GUARANTY OF LEASE

IN CONSIDERATION OF, and as an inducement for the granting, execution and delivery of that certain Lease Agreement, covering Premises including Assessor Parcel Number 139-34-601-006 comprising of a parking lot and a building at 506 Fremont Street, in the City of Las Vegas, County of Clark, State of Nevada and dated July 2019 _____ ("*Lease*"), by and among Artemus W. Ham III Property Trust ("*Landlord*"), and Park on Fremont LLC, a Nevada limited liability company ("*Tenant*"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("*Guarantor*"), hereby covenants and agrees as follows:

Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Landlord, and its successors and assigns: (a) the full and complete performance of Tenant's obligations to pay rent and all other charges or sums due to Landlord in connection with the Lease; (b) to perform all other obligations of Tenant as provided in the Lease, including but not limited to, the lien free completion of Tenant's Work as described in Section 5. Alterations to the Lease and all costs and expenses related to Landlord's cooperation and participation in the City of Las Vegas Visual Improvement Program; and (c) to pay on demand any and all expenses, including, but not limited to, all reasonable attorneys' fees and costs, incurred by Landlord in enforcing its rights under the Lease or this Guaranty (collectively, the "*Obligations*").

Guarantor acknowledges that this Guaranty will be deemed to be executed concurrently with the Lease, even if signed at a later date, otherwise Landlord would not have entered into the Lease with Tenant. This Guaranty is an absolute and unconditional guaranty of payment and of performance of the Obligations. It shall be enforceable against Guarantor without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance, or of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall not in any way be terminated or diminished, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or its successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

The Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Notwithstanding any other provision of this Guaranty, Guarantor will guarantee the Obligations owed to Landlord until such

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time when (i) Guarantor has provided Landlord with written pre-notice of any breach or termination of the Lease, (ii) the Premises (as defined in the Lease) are surrendered to Landlord in good and proper condition, as determined by Landlord, and subject to any other provisions as may be specified in the Lease ("*Premises Surrender Date*"), and (iii) all rent and additional rent, plus any other monetary obligations owed to Landlord under the Lease, such as default interest or late payment fees, are paid to Landlord through the Premises Surrender Date.

All terms used herein and not otherwise defined shall have the same meaning as given to them in the Lease.

Guarantor does not require any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease. Guarantor hereby expressly waives the right to receive such notice.

Guarantor waives any right to require that resort be had to any security or to any other credit in favor of Tenant.

Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Tenant or its estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same.

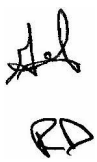
The liability of Guarantor is coextensive with that of Tenant and also joint and several, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

Until all of Tenant's obligations under the Lease are fully performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty, and (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under this Lease.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

The Lease and this Guaranty shall be governed by, interpreted under the laws of, and enforced in the courts of the situs of the Premises.

GUARANTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT MAY HEREAFTER BE INSTITUTED BY LANDLORD AGAINST GUARANTOR IN RESPECT OF THIS GUARANTY.



Guarantor will pay to Landlord all of their respective expenses, including, but not limited to, attorneys' fees incurred in enforcing this Guaranty.

This Guaranty and the Lease embodies the entire Agreement between the parties relating to the subject matter contained herein. There are no representations, promises, warranties, understandings or agreements, express or implied, or otherwise, except for those expressly referred to or set forth herein or in the Lease. No modification of this Guaranty shall be binding unless evidenced by an agreement in writing signed by Landlord, Tenant and Guarantor.

Guarantor hereby expressly waives any and all benefit it may have pursuant to any statute that requires enforcement of any obligation under the Lease to be made against Tenant and Tenant's property prior to enforcement of any obligation under the Lease against Guarantor or Guarantor's property.

All of Landlord's rights and remedies under this Guaranty are intended to be ~~distinct, separate and cumulative and no such right and remedy therein or herein~~ mentioned is intended to be in exclusion of or a waiver of any of the others.

GUARANTOR:

Ryan Doherty

ADDRESS:

Ryan Doherty
c/o Corner Bar Mgmt.
1028 East Fremont Street
Suite 200
Las Vegas, NV 89101

TELEPHONE NO.

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EXHIBIT B
Parking Sublease Agreement

PARKING SUBLEASE AGREEMENT

THIS PARKING SUBLEASE AGREEMENT (this "Lease") is made as of the first day of June, 2022 (the "Effective Date"), by and between Park on Fremont, LLC, a Nevada limited liability company ("Landlord"), and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS:

A. Landlord is the tenant under that certain lease dated July 1, 2019 (the "Prime Lease") with Artemus W. Hamm, III Property Trust ("Prime Landlord") whereby Landlord leased from Prime Landlord that certain premises located at 506 Fremont Street, Las Vegas, Nevada, as more particularly identified as a portion of Clark County Assessor's Parcel Number 139-34-601-006, (the "Site");

B. The Prime Lease has a lease term of five (5) years commencing on July 1, 2019 and expiring on June 30, 2024.

C. Landlord has previously subleased the Site to Tenant under a Parking Sublease Agreement the term of which expires on May 31, 2022.

D. Landlord desires to sublease the Site under the Prime Lease to Tenant for the operation by Tenant of a paid parking lot on the Site commencing on the expiration of the current sublease; and

E. The Site is a paved and striped parking lot with 20 parking spaces and other improvements as set forth on Exhibit A attached hereto and hereby made a part of this Agreement.

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

Commencement Date: The Commencement Date shall be June 1, 2022.

Complete Closure: The election of Landlord pursuant to Section 2.01(c) below to completely close the Site for any parking such that no parking is available to the public.

Gross Revenues: All revenues actually received by Tenant from the operation of the Premises, including, without limitation, parking meter fees, monthly parking fees, special event parking fees, and parking citation revenues and subject to increase pursuant to Section 5.01 below.

Laws: All applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Effective Date.

Landlord's Address: 1028 Fremont Street, Unit 200, Las Vegas, NV.

Lease Interest Rate: The lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

Lease Term: The term of this Lease will be for a period of two years (2) consecutive calendar years commencing on June 1, 2022 and ending on May 31, 2024.

Lease Year: Each twelve (12) consecutive full calendar month period during the Lease Term.

Percentage Rent: A monthly amount payable pursuant to Section 1.02 below.

Premises Address: 506 Fremont Street, Las Vegas, Nevada, 89101.

Permitted Uses: As defined in Section 5.01 below.

Premises: The Site and any improvements constructed thereon by Landlord.

Tenant's Address: 495 South Main Street, 6th Floor, Las Vegas, Nevada 89101.

Section 1.02 RENT.

(a) Percentage Rent. Tenant shall pay to Landlord during each Lease Year a monthly amount of Percentage Rent equal to the following:

(i) Eighty-five percent (85%) of Tenant's monthly Gross Revenues during a Lease Year until such time as the total amount of Gross Revenues for a Lease Year equal Three Hundred Fifteen Thousand Dollars ($315,000); then

(ii) after Tenant's monthly Gross Revenues in a Lease Year exceed Three Hundred Fifteen Thousand Dollars ($315,000), eighty percent (80%) of Tenant's monthly Gross Revenues for the remainder of such Lease Year.

(b) Payment Date. All payments of Percentage Rent shall be made within fourteen (14) days following the month for which Percentage Rent is being paid. Any payments that are more than one month and one day late shall bear interest at the Lease Interest Rate.

(c) Statements. Percentage Rent shall be paid monthly as set forth in this Section 1.02. Tenant shall provide to Landlord along with the payment of Percentage Rent a statement setting forth the Percentage Rent then due to Landlord. Along with such statement, Tenant shall include its check for such Percentage Rent then due from Tenant to Landlord. No later than sixty (60) days after the end of each Lease Year, Tenant shall submit to Landlord a statement setting forth the Gross Revenues for the operation of the Premises during such Lease Year which statement shall include a statement of (i) the amount of Percentage Rent paid to Landlord during such Lease Year, (ii) the amount of any overpayment by Tenant during such Lease Year or (ii) the amount of any underpayment by Tenant during such Lease Year. In the event that Tenant has underpaid the Percentage Rent to Landlord, such annual statement shall be accompanied by Tenant's check in the amount of the underpayment of Percentage Rent. In the

event Tenant has overpaid the amount of Percentage Rent, then Tenant shall have the right to deduct from any amounts of Percentage Rent as they next come due the amount of such overpayment until Tenant has received the full amount of such overpayment. Landlord agrees that the monthly and annual statements of Percentage Rent will be prepared internally by Tenant and shall not be audited or reviewed by an outside accounting firm. In the event Landlord desires to have such statements audited, then (i) all such audit costs and expenses will be borne by Landlord, (ii) Tenant will reasonably cooperate in such audit and (iii) Landlord shall have no audit rights for any Lease Year two years after such Lease Year has expired.

(d) Citation Revenue. The Parties further agree that (i) fifty percent (50%) of all citation revenue collected by Tenant for the two (2) year period following the expiration or sooner termination of this Lease shall be paid to Landlord on a quarterly basis and (ii) after such two (2) year period no further citation revenues collected by Tenant shall be paid to Landlord.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Prime Lease.

(i) Landlord hereby represents and warrants to Tenant that (i) attached hereto as Exhibit "C" is a true and complete copy of the Prime Lease, (ii) the Prime Lease has not been modified or amended in anyway and remains in full force and effect, (iii) Landlord is not in default under the Prime Lease and (iv) Artemus W. Hamm III Property Trust remains the landlord under the Prime Lease.

(ii) Landlord hereby agrees to comply with all terms and conditions of the Prime Lease, including, without limitation, the payment of all rent and other charges due under the Lease. Landlord hereby agrees to protect, indemnify, and hold Tenant, and its respective council members officers, employees and agents (collectively, the "Indemnitees"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which any of the Indemnitees may suffer or which may be sought against or are recovered or obtainable from any of the Indemnitees, as a result of, or by reason of, or arising out of or in connection in any way with (i) any claim by the Prime Landlord under the Prime Lease for any reason whatsoever, or (ii) from the operation of that restaurant known as "Park on Fremont" and the use of the Site by Landlord (regardless of the presence or absence of negligence on the part of Landlord or any other party).

(b) Landlord's Right to Complete Closure of the Premises. Tenant agrees that Landlord shall have the right to enact a Complete Closure of the Premises at Landlord's discretion upon seven (7) days written notice to Tenant. Upon a Complete Closure, Landlord shall have the right to use the closed portion of the Premises for any reason that Landlord determines with the exception of operating the lot for paid parking, including, without limitation, for Landlord's own use, the use by third parties and in connection with special events. In connection with any Complete Closure, Landlord shall have the right to manage the closed Premises.

(c) Landlord's Right to Spaces. Landlord shall have the exclusive right to access and use four (4) parking spaces along the south side of the lot. Landlord agrees to erect signs indicating the spaces are not available for public, metered parking. Landlord may request that Tenant enforce unauthorized parking in these spaces, and any citation revenues will be included in Gross Revenues under this lease. Tenant may not restrict access to these parking spaces unless written permission from Landlord is obtained.

(d) Extension Rights. Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. The Parties may extend the Lease Term for one (1) five (5) year period upon their mutual agreement, but at each Party's respective sole discretion. In the event that the Parties agree to extend the Term, the Parties shall execute a written amendment to this Lease.

Section 2.02 DELIVERY OF POSSESSION.

Landlord will deliver to Tenant possession of the Premises on the Commencement Date.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3
TENANT IMPROVEMENTS

SECTION 3.01 TENANT IMPROVEMENTS.

Tenant and Landlord agree that Tenant has installed on the Premises two (2) parking meters and parking signage at Tenant's sole cost and expense. Tenant shall have no other obligation to install any improvements on the Premises. All meters and signage shall belong to Tenant and Tenant may remove such meters and signage at the expiration or other termination of this Lease. Landlord agrees to remove all encumbrances blocking leased parking spaces prior to the Commencement Date.

ARTICLE 4
OPERATING COSTS

Section 4.01 OPERATING COSTS.

(a) Tenant agrees that Tenant shall be responsible at its sole cost and expense for all ordinary maintenance required to the Premises such as striping, sweeping, trash pickup, minor asphalt repair and maintaining the parking meters and signage installed by Tenant. Tenant shall have no other maintenance or operating cost obligations related to the Premises. Tenant shall not be obligated to make any repairs to the Premises, including, without limitation, any asphalt repair other than minor patching or repairs to the lighting systems at the Premises.

(b) Landlord shall be responsible for all other costs and expenses related to the ownership and operation of the Premises, including, without limitation, (i) all required expenditures of a capital nature, (ii) lighting installation, repair and maintenance, (iii) all utilities provided to the Premises, including, without limitation, power and water, (iv) real estate taxes and assessments and (v) major asphalt repair and repaving.

Section 4.02 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by Party which is not paid when due shall bear interest at the Lease Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by a Party under this Lease.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES AND PARKING CHARGES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises as a surface parking lot for paid usage. All parking charges and fees shall not be lower than Market Rate. "Market Rate" shall be determined by averaging all public parking rates charged at off-street parking facilities within a 2 block radius of the Premises (excluding Neonopolis); provided, however, that any discounted rates or free parking charged in such area, including, without limitation for any special events, shall not be included in such calculation. Citation fees will be charged according to the fees laid out in the City of Las Vegas Municipal Code. Tenant shall have the right to permit free or discounted parking on the Premises, provided, however, that the calculation of Gross Revenues shall be increased by calculating that such discounted or free parking was at the full Market Rate in determining the Percentage Rent due Landlord.

In addition to the use of the Premises as a surface parking lot for paid usage, Tenant shall be permitted to enter into license agreements with third parties for the extended use of parking spaces for various purposes other than parking as determined by Tenant and approved by Landlord. All amounts received by Tenant under such license agreements shall be included in Gross Revenues. In the event the license of such parking spaces results in less Gross Revenues than if the subject parking spaces were let as normal short term parking spaces, the calculation of Gross Revenues shall be increased by calculating as if such parking spaces were let as standard short term parking spaces.

Section 5.02 MANNER OF USE

Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which annoys or interferes with the rights of persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises.

Section 5.02 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's business.

ARTICLE 6
CONDITION OF PROPERTY

Section 6.01 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Except as provided in this Lease, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent.

Section 6.02 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

ARTICLE 7
TENANT LIABILITY

Except for any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) that are caused by or result from the gross negligence or deliberate wrongful act or wrongful omission of Tenant or Tenant's agents or employees (collectively, "Claims"), Landlord hereby agrees (i) that it will neither hold nor attempt to hold Tenant or its respective agents liable for any and all Claims incurred in connection with or arising from the use of the Premises by Tenant and (ii) that it hereby releases Tenant from any and all claims and causes of action of Landlord in connection with any Claims. Tenant advises that it is not required to provide insurance for its use of the Premises, and that Tenant is self-insured, subject to limitations under Chapter 41 of the Nevada Revised Statutes. Prior to the Commencement Date, Tenant shall provide to Landlord documentation establishing its self insured status.

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Premises shall be paid to Landlord.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 LANDLORD'S CONSENT REQUIRED.

No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent.

Section 9.02 NO RELEASE OF TENANT.

No transfer consented to by Landlord, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person shall not

constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions of the Parties.

Section 10.02 DEFAULTS.

(a) Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(i) If Tenant abandons, vacates or fails to operate the Premises for thirty (30) consecutive days, except as a result of closure by Landlord under Section 2.01(c);

(ii) If Tenant fails to pay any rent required to be paid by Tenant, as and when due and such failure continues for ten (10) days after written notice by Landlord;

(iii) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease after thirty (30) days written notice from Landlord; or

(iv) (A) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (D) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

(b) Landlord and Tenant agree that Landlord shall be in material default of the Lease

(i) If Landlord fails to pay any amounts required to be paid by Landlord, as and when due and such failure continues for ten (10) days after written notice by Tenant;

(ii) If Landlord fails to perform any of Landlord's nonmonetary obligations under this Lease after thirty (30) days written notice from Tenant; or

(iii) (A) If Landlord makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is

filed by or against Landlord and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease and possession is not restored to Landlord within thirty (30) days; or (D) if substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Landlord remains a debtor in possession) and such trustee or Landlord transfers Landlord's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Landlord hereunder.

Section 10.03 REMEDIES.

(a) On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant as Landlord's sole exclusive remedy (i) the full amount of any rent which had been earned at the time of the termination and Tenant shall be fully discharged from any additional obligations under this Lease; and (ii) any costs or expenses incurred by Landlord in recovering possession of the Premises; and

(ii) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease.

(b) On the occurrence of any default by Landlord, Tenant may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate this Lease upon written notice to Landlord, in which case Tenant shall pay to the amount of rent due at the time of such termination of the Lease and Tenant shall be fully discharged from any additional obligations under this Lease. In such event, Tenant shall be entitled to recover from Landlord all damages incurred by Tenant by reason of Landlord's default; and

(ii) In addition Tenant shall have the right (at Tenant's sole discretion) to perform any obligations hereunder required to be performed by Landlord for which Landlord is in default, including, without limitation, the performance of maintenance and repair that Landlord is obligated to perform hereunder. Tenant shall have the right upon ten (10) days prior notice to Landlord (except that no notice shall be required in the case of an emergency) to perform such maintenance or repair on behalf of Landlord. Landlord agrees to reimburse Tenant immediately upon demand for any costs and expenses incurred by Tenant in connection with the performance by Tenant of Landlord's obligations under this Lease.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 11.02 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 11.03 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

Section 11.04 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 11.05 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01above. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01above. Notices deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. All other notices shall be effective upon delivery or attempted delivery in accordance with this Section 11.05. Either party may change its notice address upon written notice to the other party.

Section 11.06 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 11.07 NO RECORDATION.

Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

Section 11.08 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 11.09 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 11.10 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 11.11 EXECUTION OF LEASE.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

Section 11.12 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 11.13 CONFLICTS OF INTEREST; DISCLOSURE OF PRINCIPALS.

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

(b) Landlord is required to make full disclosure to Tenant of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Landlord. Any significant change in the principals, associates, partners, joint venturers, development manager, and directly-involved managerial employees of Landlord is subject to the approval of Tenant which shall not be withheld or delayed in the commercially reasonable opinion of Tenant. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Landlord warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners or members of Landlords well as all persons and entities holding more than 1% interest in Landlord or any principal, partner or member of the same. Throughout the Lease Term, Landlord shall provide written notification of any material change in the above disclosure within 15 days of any such change.

Section 11.14 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Effective Date and have initialed or executed all Riders which are attached to or incorporated by reference in this Lease.

TENANT:

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

By: _____
Carolyn G. Goodman
Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____

LANDLORD:

PARK ON FREMONT, LLC, a Nevada limited liability company

By: _____
Ryan Doherty

EXHIBIT A
Site Plan



EXHIBIT B

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 1 **Contracting Entity**		Block 2 **Description**
Name:		Subject Matter of Contract/Agreement:
Address:		
Telephone:		
EIN or DUNS:		RFP #:

Block 3 **Type of Business**

Individual Partnership Limited Liability Company Corporation

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 Principals–Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5	**Disclosure of Ownership and Principals—Alternate**
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document:	
Date of Attached Document:	
Number of Pages:	

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

_____
Name

_____
Date

Subscribed and sworn to before me this _____ day

of _____, 2022.

_____
Notary Public

EXHIBIT C
Prime Lease

LEASE AGREEMENT

THIS LEASE, (HEREINAFTER THE "Lease") is made and entered into on this 1 day of July 2019, by and between **ARTEMUS W HAM III PROPERTY TRUST** hereinafter referred to as **"Landlord"** and/or **"Owner"**, and **PARK ON FREMONT LLC, A NEVADA LIMITED LIABILITY COMPANY,** hereinafter referred to as **"Tenant".**

WITNESSETH:

WHEREAS, Landlord and Tenant desire to enter into a Lease Agreement according to the terms and conditions described in the Lease.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promise set forth below, the parties hereto do hereby agree as follows:

1. PREMISES. In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant and Tenant leases from Landlord certain commercial space known as Assessor Parcel Number 139-34-601-006 comprising of a parking lot and a building at 506 Fremont Street, in the City of Las Vegas, County of Clark, State of Nevada, hereinafter the "Premises" or "Building".

2. TERM.

2.01 Length of Term. The term of this Lease shall be for a period of five (5) consecutive full lease years, as the term Lease Year is hereinafter defined, commencing on July 1, 2019 and ending on June 30, 2024.

2.02 Lease Year Defined. The term "Lease Year" as used herein shall mean a period of twelve (12) fully consecutive calendar months.

2.03 Option to Extend. Tenant shall have one (1) option "Option" to extend the term of the Lease. Said option shall be for a period of five (5) consecutive full lease years, commencing on July 1, 2024 and ending on June 30, 2029, subject to adjustment as provided in Section 3.01, (the "Extension Term" and along with the Initial Term, the "Term"), upon the same terms and conditions as provided in this lease. Should Tenant elect to exercise said Option, notice of same must be delivered to Landlord and received by Landlord no later than Sixty (60) days before the expiration of the initial Term of this Lease. During this Option period, the annual rent to be paid by Tenant shall increase by three (3) percent over the annual rent paid in the preceding year and shall be paid in equal monthly installments commencing on July 1, 2024, subject to adjustment as provided in Section 3.01. Should Tenant exercise said Option, an additional Twenty Six Thousand Dollar payment shall be deposited with Landlord by Tenant as a

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reimbursement to Landlord for the second of two month's free rent provided to Tenant in Lease Agreement dated February 2017.

3. RENT

3.01 Minimum Rent. The payment of rent by Tenant shall commence July 1, 2019, and continue throughout the remaining term of this Lease, and shall be paid on or before the first day of each calendar month, at such place as Landlord may designate, without prior demand therefore and without any deduction or off-set whatsoever. and as fixed minimum rent, the sum of ' per calendar month. Upon execution of this Lease by the parties, Tenant has deposited with Landlord the sum of ' as advance payment of rent for the First Month. Each year the annual rental to be paid by Tenant to Landlord shall increase by Three (3%) Percent over the annual rental paid in the preceding year of the Lease and shall be paid in equal monthly installments. Upon execution of this Lease by the parties, in addition to the first month's rental payment, an addi payment shall be deposited with Landlord by Tenant as a reimbursement to Landlord for the first of two month's free rent provided to Tenant in February 2017 Lease Agreement.

3.02 Late Fee for Past Due Rent. The Tenant expressly agrees that the full and complete amount of each installment of rent must be received by Landlord (i.e. arrived at the place designated for rent payment) on or before the above described due date. If Tenant shall fail to make a full and complete payment of any installment of rent within ten (10) days from the date when such payment is due, Tenant shall pay to Landlord, in addition to such installment of rent or additional rent, a sum equal to ten (percent of the total amount of rent due for the calendar month period as a late fee for past due rent.

4. SECURITY DEPOSIT

4.01 Deposit. Upon execution of this Lease by the parties, Tenant has deposited with Landlord the sum of Twenty Five Thousand Dollars ($25,000.00), hereinafter the "Security Deposit", as security for the faithful, timely, proper, and complete performance and observance by Tenant of each and every term, provision, and condition of this Lease.

4.02 Due Diligence. Prior to the execution of this Lease, Landlord has permitted Tenant to inspect the Premises in order to conduct all necessary feasibility studies. By execution of this Lease, Tenant approves the premises in its "as is" condition.

4.03 Default. In the event Tenant shall commit, suffer, or permit any breach or default (beyond all applicable notice and cure periods) in respect to any term, provision, or condition of this Lease, including without limitation the payment of fixed or additional rent, Landlord may, without notice to Tenant, use, apply, or retain all or any portion of the Security Deposit as Landlord in its sole discretion may deem necessary or appropriate to cure or mitigate all such breaches and defaults. If, at the expiration of the

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Term, the Tenant is not in default under the Lease (beyond all applicable notice and cure periods), the Landlord shall return the security so deposited within thirty (30) days.

4.04 Reimbursement, Intermingling of Funds and Interest. Tenant shall within ten (10) days after written request from the Landlord, reimburse Landlord for any funds expended by Landlord pursuant to the provisions of this Lease so as to secure prospectively Tenant's performance hereunder. Landlord shall be entitled to intermingle Security Deposit with its own funds and to use such sum for such purposes as Landlord may determine. Tenant shall not be entitled to any interest on the security deposit.

4.05 Sale of Premises. In the event of any assignment of the Landlord's interest in the Premises, Landlord shall have the right to transfer the Security Deposit to the assignee thereof and Landlord shall thereupon be released from all liability for the return of the Security Deposit upon acknowledgment from the successor landlord.

4.06 Assignment or Encumbering by Tenant of Security Deposit. Tenant shall not assign or encumber the money deposited as security, and neither Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance.

5. ALTERATIONS.

5.01 Alterations or Improvements. Landlord shall review and approve Tenant's initial Alteration and/or Improvement Plan at the time of execution of this Agreement. In addition to the initial Alteration and/or Improvement Plan approved at the time of execution, Tenant shall have the right to remodel and make improvements, installations, erections, additions or alterations in, upon, about, at or from the Premises. Tenant shall also have the right to erect, install, maintain, and operate on the Premises, fixtures and other personal property. No improvements, installations, erections, additions or alterations shall be undertaken until Tenant shall have submitted plans and specifications to Landlord not less the seven (7) days prior to the commencement of any improvements, installations, erections, additions or alterations, in, upon, about, at or from the Premises, and Tenant must obtain the prior written consent of Landlord prior to the commencement of any such improvements, installations, erections, additions or alterations, which written consent shall not be unreasonably withheld or delayed. All Landlord approved improvements, installations, erections, additions or alterations shall not be undertaken until Tenant shall have procured and paid for all required governmental permits and authorizations of the various governmental departments and subdivisions having jurisdiction. All work with respect to any permitted improvements, installations, erections, alterations or additions shall be done at Tenant's sole expense in a good and workmanlike manner, and shall be in compliance with all building and zoning laws, and with all other laws, ordinance, orders, rules, regulations, and requirements of all federal (including the Americans with Disability Act), state, and municipal governments and appropriate departments, commissions, boards and officers thereof, and shall be diligently prosecuted to completion. Landlord may require that Tenant remove all or any part of such improvements, installations, erections, additions or alterations at the expiration or earlier termination of this Lease notwithstanding that they may have



become an integral part of the Premises. If Landlord does so require, Tenant shall repair all damage resulting from such removal. Should Tenant fail to remove such improvements, installations, erections, additions or alterations or fail to repair damages resulting from such removal, Landlord may remove the same or make such repairs for Tenant's account, and Tenant shall pay to Landlord on demand an amount equal to Landlord's costs incurred in such removal or repair. Landlord may also require that upon the expiration or earlier termination of the Lease, all or any part of such improvements, installations, erections, additions or alterations shall become a part of the Premises, and Tenant shall not have the right to remove the same. Tenant expressly waives any right to compensation for such improvements, installations erections, alterations or additions that shall become a part of the premises. Notwithstanding any provision to the contrary in this Section 5.01 of the Lease, the improvements, installation, erections, additions and alterations are the Tenant's trade fixtures and may be removed by the Tenant upon the earlier termination or expiration of the term of the Lease. In such event, Tenant shall repair any damage caused by such removal and shall restore the Premises to its condition upon the commencement of the term of the Lease.

Tenant acknowledges that an off-premise billboard sign is located on the subject property. Said billboard sign is presently under contract with Lamar Outdoor Advertising Company and is not a part of the leased premises. Landlord retains all rights to said billboard sign, including but not limited to all rentals paid by Lamar Outdoor Advertising Company. Tenant further acknowledges that Tenant will cooperate with Landlord should Landlord seek to convert said billboard sign into an electronic digital sign.

5.02 Signs. Tenant shall have the right to display signs on the front exterior wall of the Premises and in other places in compliance with Landlord's standards. All signs must have Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall not use any advertising media that shall be deemed objectionable to Landlord or other tenants, such as loud speakers, megaphones or radio broadcasts in a manner to be heard outside the leased Premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations or painting, or build any fences or make any changes to the store front, or erect radio or television antennae without the previous written consent of Landlord and all expenses shall be borne by Tenant.

6. USE OF PREMISES. Tenant shall use the Premises solely for a restaurant/tavern with entertainment and outside patio seating. Tenant will also continue to operate the parking lot at Tenant's sole discretion. Tenant agrees to fixture, stock, staff and to open for business and shall thereafter continuously operate during the term subject only to permitted closures as set forth in the lease. Tenant shall obtain all required licenses. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent of Landlord.



7. LAWS, WASTE, NUISANCE. Tenant covenants that it (a) will not use, suffer or permit any person or persons to use the Premises or any part thereof, or adjacent sidewalks, for the purpose of conducting thereon a second-hand store or any auction, distress, fire, bankruptcy, or going-out of business sale; (b) will comply with all governmental laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (c) maintain the Premises free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (d) shall not suffer, permit or commit any waste.

8. MAINTENANCE, REPAIR AND REPLACEMENT.

8.01 Maintenance, Repair and Replacement by Tenant. The Tenant covenants and agrees that during the Term of this Lease, and any Renewal Term thereof, Tenant shall, at its sole cost and expense, maintain, repair and replace if necessary, the roof and all electrical, plumbing, heating and air conditioning systems for the Premises. All utilities servicing the subject property, including but not limited to electric power, water and sewer, shall service only the Premises. Tenant further expressly covenants and agrees that all other maintenance, repair, and/or replacement of every kind and nature relating to the Premises, whether inside or outside, structural or non-structural, and all costs or expenses whatsoever related thereto, shall at all times be the sole responsibility of Tenant. The Tenant further covenants that the Premises and all appurtenances thereto shall be kept in good order, condition and repair by Tenant, and shall also be kept in a clean, sanitary and safe condition in accordance with the laws of the State of Nevada and in accordance with all directions, rules and regulations of the health officer, fire Marshall, building inspector or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant; and Tenant shall comply with all laws and ordinances touching said Premises. Tenant shall permit no waste, damage, or injury to said Premises; and Tenant shall, at its own cost and expense, replace any glass windows and doors of the Premises, which may be broken. At the expiration of the tenancy created hereunder, Tenant shall surrender the Premises in good condition, with exception for reasonable wear and tear. Tenant hereby waives the provision of any law permitting Tenant to make repairs at Landlord's expense.

8.02 Landlord's Right to Cure. If Tenant refuses or neglects to fulfill its maintenance, repair and replacement responsibilities as provided herein, to the reasonable satisfaction of Landlord, Landlord may, after written demand to Tenant, make such repairs or replacements without liability on its part to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's cost for such maintenance, repairs or replacements plus twenty percent (20%) for overhead costs within ten (10) days after presentation of a bill by Landlord. Failure of Tenant to pay such amount immediately shall constitute a default of Tenant hereunder and permit Landlord to seek the remedies set forth in Section 16.02.



9. MECHANIC'S LIEN. Tenant agrees that all work performed on the Premises shall be performed in a lien free manner. Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged record within ten (10) days after notice by Landlord.

10. UTILITIES. Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises. Notwithstanding any provision to the contrary contained in this Lease, if the interruption of any utility service to the Premises is due to the Landlord's negligent or intentional conduct and Tenant is unable to conduct its business for more than three (3) consecutive business days, Tenant's rent shall be abated until such utility services are restored and Tenant can again conduct its business in or from the Premises. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption of heat, sewer, water, gas, electricity, or any other utility services. Should Landlord elect to supply any utility services, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility company furnishing the same.

11. ASSIGNMENT, SUBLETTING

Tenant shall not, directly or indirectly, voluntarily or by operation of law assign, license, concede, franchise, transfer, mortgage, hypothecate, or otherwise encumber all or any part of Tenant's interest in this Lease or in the demised premises, and shall not sublet, franchise, change ownership, license or concede all or any part of the demised premises (herein collectively referred to in this Section 11 as "*Assignment*") without the prior written consent of Landlord in each instance, which consent may be withheld by Landlord for any reason whatsoever, in the sole discretion of Landlord, and any attempted Assignment without such consent shall be wholly void and shall confer no rights upon any third parties. For purposes of this Section 11, the term "*Assignee*" shall mean any assignee, licensee, concessionaire, franchisee, transferee, mortgagee, or subtenant. .

12. INDEMNITY AND LIABILITY

12.01 Occurrences, Acts and Omissions. Tenant hereby agrees to defend, pay, indemnify, and save free and harmless Landlord from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly, from or on account of any occurrence in, upon, about, at, or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or

appurtenances thereto, or by any act or omission of Tenant of any assignee, subtenant, concessionaire, or licensee of Tenant, or their respective employees, agents, contractors, or invitees in, upon, about, at, or from the Premises.

12.02 Occupancy, Use and Property. Tenant and all those claiming by, through, or under Tenant shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto and all other portions of the Premises solely at their own risk and Tenant and all those claiming by, through, or under Tenant hereby release Landlord from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures, or other property, or damage to business or for business interruption arising directly or indirectly, out of, from, or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

12.03 Other Tenants and Persons. Landlord and Landlord's agents or employees shall not be responsible or liable at any time to Tenant, or to those claiming by, through, or under Tenant, for any loss of life, bodily or person injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omission, or negligence of any other persons, or any other tenants leasing from the Landlord.

12.04 Defects and Other Causes. Except as provided in Section 8 of this Lease, Landlord and Landlord's agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Premises or any of the systems, equipment (including plumbing, heating or air conditioning), electrical wiring or insulation thereof, stairs, porches, railings or walks, machinery, utilities, appliances, or apparatus therein, nor shall Landlord be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through, or under Tenant, caused by or resulting from the busting, breaking, leaking, running, seeping, overflowing, or backing up of sewer pipes, downspouts, tanks, tubs, water closets, waste pipe, drain, or other pipes, or caused by water, steam, gas, sewage, snow, or ice in, about, at or from the Premises, or caused by or resulting from injury done or occasioned by wind, rain, snow, or leakage of water or from the interruption in the supply of any utilities, acts of God or the elements, or from broken glass, water, snow, or ice coming through the doors, windows, walks, or other place of the falling of any fixtures, plaster, tile, stucco, or other matter, or any equipment, or appurtenance becoming out of order or repair or interruption of any service.

12.05 Notice. Tenant shall give prompt notice to Landlord in case of fire or other casualty or accidents in, upon, at or from the Premises or any defects therein.

13. INSURANCE

13.01 Liability Insurance in Tenant's Premises. Tenant agrees to secure and keep in force throughout the Lease Term, at Tenant's sole cost and expense, Comprehensive General Liability Insurance on an occurrence basis with a minimum limit of liability in an amount of ~~Five Million ($5,000,000.00)~~ Dollars. This insurance coverage shall include all water damage; injury to or death of any person in connection with the use, operation, or condition of the Premises; broad form boiler and machinery insurance on all air conditioning equipment, boilers and other pressure vessels or systems, whether fired or un-fired, in, adjoining, above or beneath the Premises.

ONE Million ($1,000,000.00)

13.02 Provisions to be Contained in Policies. All insurance policies required of Tenant hereunder shall be issued by reputable companies licensed to do business in Nevada and on forms standard to the industry, and copies of the policies and certificates of insurance shall be delivered to Landlord no later than ten (10) days after the date of the commencement of the term of this Lease. The policy or policies shall provide by its terms that it is non-cancelable except on thirty (30) days prior written notice to Landlord. At least thirty (30) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by the Tenant to the Landlord. All policies shall name Landlord, any person, firms or corporation designated by Landlord, and Tenant as insured. All policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. All such policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to Landlord, or its servants, agents and employees by reason of the negligence of Tenant.

13.03 Subrogation. Tenant waives its right of subrogation against Landlord for any reason whatsoever, and any insurance policies herein required to be procured by Tenant shall contain an express waiver of any right of subrogation by the insurer against the Landlord.

13.04 Lenders. Any Mortgage lender interested in any part of the Premises may, at Landlord's option, be afforded coverage under any policy required to be secured by Landlord or Tenant hereunder, by use of a mortgagee's endorsement to the policy concerned.

13.05 Increase in Insurance Premiums. Tenant shall not stock, use or sell any article or do anything in or about the Premises which may be prohibited by Landlord's insurance policies carried on the remainder of the Premises or any endorsement or forms attached thereto. Tenant shall pay on demand any increase in premiums for Landlord's insurance that may be charged on such insurance carried by Landlord resulting from Tenant's use and occupancy of the Premises, whether or not Landlord has consented to the same.

14. DESTRUCTION.

14.01 Election to Terminate. If at any time during the Lease term more than twenty-five (25%) percent of the floor area of the Premises shall be damaged or destroyed by fire or other casualty, then Landlord shall have the election to terminate this lease or to repair and reconstruct the Premises to the condition thereof immediately prior to such damage or destruction as reasonably determined by Landlord.

14.02 Rent and Continuing of Lease. Unless such fire or other casualty shall have been caused by the negligence of Tenant, Tenant's agents, employees, or invites, rent shall abate proportionately during the period and to the extent that the Premises are unfit for use by Tenant in the ordinary conduct of its permitted uses hereunder. If Landlord has elected to repair and restore the Premises, this Lease shall continue in full force and effect and such repairs will be made within a reasonable time thereafter, subject to delays arising from force majeure as set forth in Section 28. If this Lease is terminated as herein permitted, Landlord shall refund to Tenant the prepaid rent (unaccrued as of the date of damage or destruction) less any sum then owing to Landlord by Tenant.

15. CONDEMNATION

15.01 Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceedings, then this lease shall cease and terminate as of the date of title vesting in such proceedings.

15.02 Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this lease shall cease and terminate as aforesaid. In the event Landlord and Tenant are unable to agree as to whether the part of the Premises taken renders the business of the Tenant unsuitable, such dispute shall be submitted to arbitration in accordance with the Uniform Arbitration Act contained within the Nevada Revised Statues. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor.

15.03 Landlord's Option to Terminate. If more than twenty (20) percent of the floor area of the building in which the Premises is located shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease. If this Lease is terminated as provided in the subsection, rent shall be paid up to the day that possession is so taken by public authority.

15.04 Award. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the lease hold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor,

but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant's business and fixtures.

15.05 Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of eminent domain, right of condemnation, purchase or otherwise.

16. EVENT OF DEFAULT, REMEDIES

16.01 Default by Tenant. Each of the following events (called an Event of Default) shall be a default hereunder by Tenant and a breach of this Lease:

(a) If Tenant shall violate any covenant or agreement providing for the payment of rent or additional rent;

(b) If Tenant shall assign in whole or in part or otherwise dispose of any interest in this Lease or in the Premises pursuant to Section 11 of the Lease;

(c) If Tenant shall be adjudicated a bankrupt, whether voluntarily or involuntarily, or make any general assignment for the benefit of creditors, or take or attempt to take the benefit of any Insolvency or Bankruptcy Act;

(d) **If a receiver or trustee shall be appointed for the property of Tenant or to** take possession of all or a substantial part of the property of Tenant, or of Tenant's leasehold interest;

(e) The vacation or abandonment of the Premises by Tenant for more than thirty (30) days;

(f) The attachment, execution, or other judicial seizure of all or a substantial part of the assets of Tenant or Tenant's leasehold, where such an attachment, execution, or seizure is not discharged within thirty (30) days;

(g) If Tenant shall be in default in fulfilling any of the other covenants, terms or conditions of this Lease; and

(h) The failure to operate the business.

(i) If the Business Use of Premises, as defined in Paragraph 6. herein changes without the prior written consent of Landlord; which consent may be withheld by Landlord at Landlord's sole discretion for any reason whatsoever.

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16.02 Remedies. Upon the occurrence of an Event of Default as set forth in Section 16.01, or in the event of any like occurrence which, in the sole judgment of the Landlord, evidences the serious financial insecurity of the Tenant, then and in any of such cases regardless of any waiver or consent to any earlier Event of Default, Landlord, at its option, may:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case Tenant's right to possession shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's Default, including without limitation,

(i) all unpaid Rent and other charges incurred at the time of the termination of possession;

(ii) all Rent and other charges which would have been earned after termination;

(iii) all Rent and other charges which would have been paid for the balance of the Lease Term less the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iv) any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course would likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such Event of Default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises, Landlord's reasonable attorney's fees, costs and expenses incurred in connection therewith, and any real estate commission paid or payable.

(v) interest on any unpaid amounts at the rate of fifteen percent (15%), or such lesser amount as may then be the maximum lawful rate, accruing from the date such payments are due until paid. If Tenant has abandoned the Premises, Landlord shall have the option of retaking possession of the Premises and recovering from Tenant the amount specified in this Section 16.02(a), or shall proceed under Section 16.02(b), below.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due. Landlord's election to maintain Tenant's right to possession shall not prejudice Landlord's

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right, at any time thereafter to terminate Tenant's right to possession and proceed in accordance with Section 16.02(a) above or to seek collection of all amounts due and payable as a result of Tenant's Event of Default.

(c) Pursue any other remedy now or hereafter available to Landlord under Nevada law.

(d) In addition to the foregoing remedies contained in Paragraphs (a), (b) and (c) and regardless of which remedies the Landlord pursues, Tenant covenants that it will indemnify Landlord from and against any loss and damage directly or indirectly sustained by reason of any termination resulting from any Event of Default as provided above.

(e) Nothing in this Section shall be deemed to limit Landlord's recovery from Tenant of the maximum amount permitted under law or of any other sums or damages which Landlord may be entitled to so recover in addition to the damages set forth herein.

(f) Nothing in this Section shall be deemed to require the Landlord to relet the Premises or to take any other action with regard to the Premises.

16.03 Remedies Cumulative. The rights and remedies set forth and granted to Landlord shall be cumulative and in addition to any and all other rights and remedies provided and given to Landlord under the laws of the State of Nevada.

17. ACCESS TO PREMISES. Landlord shall have the right, without abatement of rent, to enter the said Premises with prior notice and when accompanied by a representative of the Tenant, unless it is an emergency to examine the same, or to make such repairs and alterations as Landlord shall deem necessary for the safety and preservation of the said Premises. If, during the last month of the term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter and alter, renovate and redecorate the Premises, without elimination or abatement of rent, or incurring liability to Tenant for any compensation, and such acts shall have no effect upon this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision, or repair of the Premises or any part thereof, other than as herein provided. Landlord shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefore, to change the arrangement and/or location of entrances or passageways, doors and doorways, and to change the name, number, or designation by which the Premises is commonly known. Any time during the month prior (or thirty (3o) days before) expiration of this Lease or of any renewal term, Landlord may place upon the Premises "For Lease" or "For Sale" signs which Tenant shall permit to remain thereon.

18. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgage or deeds of trust that are now or may hereafter be placed upon said Premises, and to any and all advances to be made thereunder and to the interest thereon, and all

renewals, replacements and extensions thereof. Tenant will, on demand and without consideration, execute any documents tendered by Landlord necessary to effect such subordination(s). Upon Tenant's request, Landlord agrees to use commercially reasonable methods to obtain a commercially reasonable non-disturbance agreement from any mortgagee of the Premises.

19. ATTORNMENT. In the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such assignee or purchaser as Landlord under this Lease.

20. MORTGAGEE PROTECTION CLAUSE. Tenant agrees to give any mortgages and/or trust deed holders by registered mail, a copy of any notice of default served upon the Landlord provided that prior to such notice, Tenant has been notified, in writing (byway of notice of assignment of rents and leases or otherwise) of the address of such mortgages and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time then such additional time as may be necessary if within such thirty (30) days, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default, (including but not limited to commencement or foreclosure proceedings, if necessary to effect such cure) in which event this lease shall not be terminated which such remedies are being so diligently pursued.

21. RIGHT TO CURE. In the event of any default by Landlord, Tenant's exclusive remedy shall be action for damages in accordance with the laws of the State of Nevada. Prior to any action, Tenant shall give Landlord notice in writing and shall grant Landlord thirty (30) days in which to cure any such default. In the event that the default cannot be cured within the specified time, Tenant upon request shall grant an extension of reasonable time in which to cure the default. Tenant understands that this does not grant the Tenant the right to an offset.

22. QUIET ENJOYMENT. Tenant covenants the Tenant will peaceably and quietly enjoy the Premises and will not allow said Premises to be used for any illegal or immoral purpose, and that Tenant will not do, or suffer to be done, in or about said Premises, any act or thing that may be a nuisance, annoyance, or inconvenience to Landlord, Landlord's other tenants, the occupants of adjoining property or the neighborhood.

23. SURRENDER OF PREMISES. No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the term hereof; and such acceptance by Landlord or surrender by Tenant shall only flow from and must be evidenced by a written acknowledgement of acceptance of surrender signed by Landlord. At the expiration of this lease, Tenant shall surrender the

Premises in the same or better condition as the Premises were upon delivery of the Premises to Tenant, reasonable wear and tear excepted, and shall deliver all keys and/or any other items belonging to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and shall repair any damage caused by such property or removal thereof. Should Tenant fail to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and become the property of Landlord. Tenant shall surrender the leased Premises free and clear of all liens, charges, or encumbrance thereon resulting from any federal, state, municipal, or other agency or authority, and shall indemnify Landlord against any and all losses, expenses, damages, costs and attorneys' fees arising out of Tenant's failure to do so.

24. HOLDING OVER. Any holding over after the expiration of the term hereof or of any optional term shall be construed to be a tenancy from month to month at the rents herein specified and shall otherwise be on the terms specified so far as possible.

25. ATTORNEY'S FEES. In the event that either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the expenses of such action including all attorney's fees and any other fees and expenses incurred therein by the successful party.

26. PAST DUE SUMS. If Tenant fails to pay, when the same is due and payable, any sum required to be paid by it pursuant to this Lease (except for late fees for rent) such unpaid amounts shall bear interest from the due dates thereof to the date of payment at the rate of eighteen (18) percent per annum. In addition thereto, Landlord may charge a sum of ten (10) percent of such unpaid amounts as a service fee.

27. RELATIONSHIP OF PARTIES. Landlord does not by this Lease, in any way or for any purpose become a partner of Tenant in the conduct of its business or any other enterprise or a joint venture or a member of any joint enterprise with Tenant.

28. FORCE MAJEURE. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

29. NO WAIVER. The failure of Landlord to insist, in any one or more instance, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

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30. NOTICES. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed as follows:

To Landlord:

Artemus W Ham III
9101 Alta Drive Unit 702
Las Vegas, Nevada 89145

To Tenant:

Ryan Doherty
c/o Corner Bar Mgmt.
1028 East Fremont Street
Suite 200
Las Vegas, NV 89101

31. RECORDING. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may record the Lease at the County Recorder's office of Clark County, Nevada.

32. PARTIAL INVALIDITY. The laws of Nevada shall govern the validity, performance, and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of the Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning that renders it valid.

33. BROKERS COMMISSIONS. Each party warrants and represents to the other that no brokerage commission is due to any person, firm, or entity with respect to the Lease. Each party agrees to indemnify and hold the other party harmless with respect to any judgment, damages, legal fees, court costs, and any and all liabilities of any nature whatsoever arising from a breach of said representation.

34. USE OF PRONOUNS. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

35. PROVISIONS BINDING. This Lease and each and every term, covenant, and condition of this Lease shall be binding on, an inure to the benefit, of the heirs, executors, administrators, successors, and assigns of the parties unless otherwise specifically provided in any particular term or condition of this Lease.

36. ENTIRE AGREEMENT. No oral statement or prior written matters shall have any force or effect after the signing of this Lease. All such matters shall be merged herein and be superseded hereby. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. The Agreement shall not be modified except by a writing subscribed to by all parties nor may this Lease be canceled by Tenant except with the written consent of Landlord.

37. AUTHORITY OF SIGNATURES. Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

38. ASSISTANCE OF COUNSEL. Each party warrants that it has had adequate opportunity to seek and receive legal and other professional counsel and advise regarding the content and effect of this Lease, has actually received such counsel and advice as it deemed prudent to receive in the circumstances, has read the Lease in its entirety, understands all provisions of this Lease and their import and effect, and enters into and executes this Lease freely and voluntarily.

39. INTERPRETATION. This lease has been negotiated at arm's length between persons knowledgeable in the matters dealt with herein. In addition, each party has been (or has had a fair opportunity to have been) represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law or equity that would require interpretation of any ambiguities in this Lease against the party that has drafted it is of no application and is hereby waived. The provisions of this Lease shall be interpreted in a reasonable and even-handed manner to affect the intention of the parties hereto.

40. NO WARRANTIES OR REPRSENTATIONS. Tenant warrants that Tenant has received from Landlord a full, fair and complete opportunity to enter onto the Premises and to conduct on or relative to the Premises all investigations, inquiries, evaluations, examinations, studies and inspections that Tenant deems necessary and/or prudent relative to the habitability, condition, quality, and order of the Premises, and all other matters affecting the Premises. Consequently, TENANT TAKES THE PREMISES "AS IS," AND WARRANTS THAT TENANT IS RECEIVING THE PREMISES WITHOUT ANY WARRANTY OF ANY KIND OR SORT FROM LANDLORD, EXPRESS OR IMPLIED, RELATIVE TO THE HABITABILITY, CONDITION, QUALITY, ORDER, USE OR OCCUPANCY OF THE PREMISES. Tenant acknowledges that neither Landlord nor any Agent of Landlord has made any representations, guarantees, warranties, or covenants of any kind or nature whatsoever, express or implied, relative to the habitability, condition, quality, order, use and occupancy of the Premises and/or the use thereof, that are not set forth herein; and that neither Landlord nor any Agent of Landlord has made any representations or warranties of any kind concerning the fitness or suitability of the Premises for any particular use or purpose, or the location and availability of any utilities or any improvements of the Premises. No statements, representations, or information provided to Tenant by Landlord or any Agent of Landlord

shall be binding or enforceable or shall be considered as binding representations, guarantees, warranties, or covenants of any kind or nature whatsoever, express or implied relative to the habitability, conditions, quality, order use and occupancy of the Premises unless such statements or representations are set forth in writing from Landlord to Tenant. Tenant covenants Tenant shall not seek, directly or indirectly, to impose or enforce any liability on the Landlord at any time as a consequence of the habitability, condition, quality, order or uses of the Premises, or any part of it, whether by demand, claim or suit for indemnity, rent abatement, breach of this Lease agreement, contribution, apportionment or otherwise.

41. PERSONAL LIABILITY OF LANDLORD. It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the entire Premises for the satisfaction of Tenant's claim.

42. SUBMISSION OF LEASE FOR EXAMINATION. The submission of this Lease for examination does not constitute a reservation of or options for the Premises and the Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

43. CONDITIONS. It is agreed between the parties hereto that all of the agreements herein contained on the part of Tenant, whether technically covenants or conditions, shall be deemed to be conditions at the option of the Landlord, conferring upon the Landlord, in the event of breach of any said agreements, the right to terminate this Lease.

44. TAXES.

44.01 Tenant's Obligations. Tenant shall pay all real property taxes of the Premises. Tenant shall pay the City of Las Vegas Special Improvement District No. 1516 Fremont Street Maintenance District Assessments that apply to the Premises (which is identified by Assessor Parcel Number 139-34-601-006). Tenant shall pay all other taxes of every kind and nature relating to the Premises for the property or improvements now or hereafter located thereon, including but not limited to all ad valorem taxes, sales taxes, person property taxes, and all other taxes, assessments, use and occupancy taxes, transit taxes, water and sewer charges, excises levies, licenses and permit fees, and all other similar charges, if any, which are levied, assessed, or imposed upon or become due and payable in connection therewith, and all taxes of whatsoever nature that are imposed in substitution for or in lieu of any of the taxes, assessments, or other charges included in this definition of Taxes.

45. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account towards the payment of the earliest stipulated rent; nor shall any endorsement or statement on any check or on any letter accompanying any check, nor shall any other payment as rent be deemed an accord and satisfaction; and Landlord may

accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

46. REGULATORY COMPLIANCE.

46.01 Tenant's Responsibility. The Tenant shall be solely responsible for bringing the Premises into compliance with all local, municipal, state or federal laws, ordinances and regulations. All costs and expenses associated with such compliance shall be of sole responsibility of Tenant.

47. TIME. Time is of the essence of this Lease and of each and all of its provisions.

48. CAPTION AND SECTION NUMBERS. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

49. JOINT AND SEVERAL LIABILITY. Each Tenant herein understands that by signing this lease he/she is jointly and severally liable, along with all other signatories to this lease, for all obligations contained herein pursuant to the laws of the State of Nevada.

50. GUARANTY. GUARANTY OF LEASE is attached hereto and incorporated into this Lease as a material part thereof.

51. SIGNING DATE OF THIS AGREEMENT. The parties to this Agreement specifically agree that the date of the signing of this Agreement shall be the 1st day of July, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the days and year written above.

LANDLORD:

Artemus W Ham III Property Trust

By: _____
Artemus W Ham III

TENANT:

Park on Fremont,
A Nevada L[illegible]d L ability Company

By: _____
Ryan Doherty

STATE OF ~~NEVADA~~ California)
COUNTY OF ~~CLARK~~ Orange) ss.

This instrument was acknowledged before me on July 12th, 2019, by Artemus W Ham III Property Trust, Landlord.

STEVEN JOSEPH ANNUNZIATA NOTARY PUBLIC MY COMMISSION EXPIRES COMM. #223252 FEBRUARY 26, 2022 ORANGE COUNTY, CA

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July 1st, 2019, by _____, Ryan Doherty, as the Manager of Park on Fremont LLC, a Nevada Limited Liability Company, Tenant.

KARA DENNIS
Notary Public, State of Nevada
Appointment No. 16-2009-1
My Appt. Expires Feb. 19, 2020

_____
Notary Public

52. GUARANTY OF LEASE

IN CONSIDERATION OF, and as an inducement for the granting, execution and delivery of that certain Lease Agreement, covering Premises including Assessor Parcel Number 139-34-601-006 comprising of a parking lot and a building at 506 Fremont Street, in the City of Las Vegas, County of Clark, State of Nevada and dated July 2019 _____ ("*Lease*"), by and among Artemus W. Ham III Property Trust ("*Landlord*"), and Park on Fremont LLC, a Nevada limited liability company ("*Tenant*"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("*Guarantor*"), hereby covenants and agrees as follows:

Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Landlord, and its successors and assigns: (a) the full and complete performance of Tenant's obligations to pay rent and all other charges or sums due to Landlord in connection with the Lease; (b) to perform all other obligations of Tenant as provided in the Lease, including but not limited to, the lien free completion of Tenant's Work as described in Section 5. Alterations to the Lease and all costs and expenses related to Landlord's cooperation and participation in the City of Las Vegas Visual Improvement Program; and (c) to pay on demand any and all expenses, including, but not limited to, all reasonable attorneys' fees and costs, incurred by Landlord in enforcing its rights under the Lease or this Guaranty (collectively, the "*Obligations*").

Guarantor acknowledges that this Guaranty will be deemed to be executed concurrently with the Lease, even if signed at a later date, otherwise Landlord would not have entered into the Lease with Tenant. This Guaranty is an absolute and unconditional guaranty of payment and of performance of the Obligations. It shall be enforceable against Guarantor without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance, or of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall not in any way be terminated or diminished, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or its successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

The Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Notwithstanding any other provision of this Guaranty, Guarantor will guarantee the Obligations owed to Landlord until such

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time when (i) Guarantor has provided Landlord with written pre-notice of any breach or termination of the Lease, (ii) the Premises (as defined in the Lease) are surrendered to Landlord in good and proper condition, as determined by Landlord, and subject to any other provisions as may be specified in the Lease ("*Premises Surrender Date*"), and (iii) all rent and additional rent, plus any other monetary obligations owed to Landlord under the Lease, such as default interest or late payment fees, are paid to Landlord through the Premises Surrender Date.

All terms used herein and not otherwise defined shall have the same meaning as given to them in the Lease.

Guarantor does not require any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease. Guarantor hereby expressly waives the right to receive such notice.

Guarantor waives any right to require that resort be had to any security or to any other credit in favor of Tenant.

Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Tenant or its estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same.

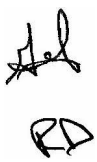
The liability of Guarantor is coextensive with that of Tenant and also joint and several, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

Until all of Tenant's obligations under the Lease are fully performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty, and (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under this Lease.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

The Lease and this Guaranty shall be governed by, interpreted under the laws of, and enforced in the courts of the situs of the Premises.

GUARANTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT MAY HEREAFTER BE INSTITUTED BY LANDLORD AGAINST GUARANTOR IN RESPECT OF THIS GUARANTY.



Guarantor will pay to Landlord all of their respective expenses, including, but not limited to, attorneys' fees incurred in enforcing this Guaranty.

This Guaranty and the Lease embodies the entire Agreement between the parties relating to the subject matter contained herein. There are no representations, promises, warranties, understandings or agreements, express or implied, or otherwise, except for those expressly referred to or set forth herein or in the Lease. No modification of this Guaranty shall be binding unless evidenced by an agreement in writing signed by Landlord, Tenant and Guarantor.

Guarantor hereby expressly waives any and all benefit it may have pursuant to any statute that requires enforcement of any obligation under the Lease to be made against Tenant and Tenant's property prior to enforcement of any obligation under the Lease against Guarantor or Guarantor's property.

All of Landlord's rights and remedies under this Guaranty are intended to be ~~distinct, separate and cumulative and no such right and remedy therein or herein~~ mentioned is intended to be in exclusion of or a waiver of any of the others.

GUARANTOR:

Ryan Doherty

ADDRESS:

Ryan Doherty
c/o Corner Bar Mgmt.
1028 East Fremont Street
Suite 200
Las Vegas, NV 89101

TELEPHONE NO.

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AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve the Master License Agreement between Las Vegas Soccer, LLC, (Licensee) and the City of Las Vegas (City) to allow the Licensee to hold up to ten (10) concerts at Cashman Center, located at 850 Las Vegas Boulevard North, utilizing the field, stadium seats and the parking lots for dates to be determined but no later than December 31, 2022 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Las Vegas Soccer LLC (dba Las Vegas Lights FC) will hold up to ten (10) concerts at Cashman Stadium. The Licensee will obtain a General Entertainment Establishment License from the City's Business Licensing Division. The Licensee will pay the City $10,000 per event. The City shall have no obligation to manage, provide security or supervise the events in any way. The City will have the right to approve or deny any event by way of an "Event Proposal Form" (Exhibit B). All food and liquor concessions will be managed by Centerplate Inc. which is under contract with Licensee. Licensee will be responsible for clean-up and trash removal after every event. This Agreement expires on December 31, 2022.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Master License Agreement

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT (the "Agreement") is made this _____ day of April 2022 ("Effective Date"), by and between City of Las Vegas, a Nevada political subdivision, ("Licensor") and Las Vegas Soccer LLC, a Nevada limited liability company ("Licensee"). Licensor and Licensee are referred to herein individually as a "Party" and collectively as the" Parties."

RECITALS

WHEREAS:

A. Licensor is the owner of that real property commonly known as the Cashman Field and depicted on Exhibit A attached hereto (the "Property").

B. Licensee has requested to hold up to ten (10) concerts at the Property utilizing both the field and the stadium seats and the parking lot for dates to be determined, but no later than December 31, 2022 (the "Events").

C. Licensee desires to enter into this Agreement in order that Licensee may hold the Events at the Property subject to the terms and conditions contained herein.

D. Licensor desires to grant to Licensee on the terms and conditions set forth in this Agreement a license to permit the Events at the Property under Licensee's direction and supervision for the sole purpose of the holding of the Events.

E. Licensee must obtain a General Entertainment Establishment License and all applicable special event permits required to hold the Events within the City of Las Vegas as set forth in Section 3.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant; Term; Use; Consideration; Services.

(a) Licensor grants to Licensee the right to enter onto the Property for the sole purpose of holding the Events and no other purpose whatsoever. Licensee agrees that it shall be responsible for all persons using the Property for the Events and that Licensor shall have no obligation to manage, provide any security for or supervise the Events in any way. This Agreement grants access to the stadium which includes the field, seats and concourse level restroom as well as parking lots and pass-through areas to access the Property.

(b) The term of this Agreement shall commence on the Effective Date and automatically expire on December 31, 2022. The Events will be held during the term on dates and at times as to be determined and agreed to by parties but no later than thirty (30) days in advance of an Event. Licensee will have access to the Property one day prior and one day following an Event for set up and clean up. Licensee is to maintain a calendar of events and provide a copy of the same to City of Las Vegas Office of Administrative Services for inclusion in the Regional Transportation Commission's ("RTC") Regional Traffic Management Plan.

(c) Licensee agrees that all Events shall be held in an orderly and controlled

manner with appropriate crowd control and other customary concert controls. Licensee agrees that concerts will not exceed the posted capacity of the stadium. In the event Licensor determines that in connection with any Event that an unacceptable level of crowd activity ensued, Licensor shall have the right to terminate this Agreement immediately upon written notice to Licensee unless Licensee has put in place reasonable controls to remedy any unacceptable activity moving forward (as reasonably determined by Licensor).

(d) Licensee's use of the Property shall be for a fee of $10,000.00 per event ("Event Fee"). Licensee agrees to pay the full License Fee in advance no later than ten (10) business days prior to an Event Date. Licensee shall not be entitled to any access to the Property until the payment of the Event Fee in full. Licensor agrees that if the Event is cancelled prior to the Property being entered onto, then the Event Fees will be refunded to Licensee.

(e) In consideration of the License Fee, Licensor shall at its cost provide four (4) facility tradesman during the day of an Event to provide the following services: Electrician, Plumber, Building Services Technician and a Facility Supervisor to cover maintenance issues during Events..

(f) Upon expiration or other termination of this Agreement, the remaining provisions of the Agreement shall remain in full force and effect until all duties and obligations of Licensee are completed.

(g) Licensee agrees that Licensor's Parking Services Division will manage onsite parking for the Event upon request. Licensee may elect to provide parking services in lieu of Licensor. If Parking Services are to be provided by Licensor, Licensor will provide appropriate security, staff, traffic control equipment and signage necessary for Event parking operations. Licensor will collect all parking revenues using its own equipment and will accept prepaid reservations made through the ParkWhiz reservation system, credit cards and cash. Licensor will deduct all direct expenses, to include security, staff, transaction processing and supplies from parking revenues collected and will remit 85% of the remaining revenues to Licensee along with a statement showing revenues and expenses. Along with the statement, Licensor will provide reports from its event parking system showing revenues collected. The remittance shall be made no later than ten (10) business days after the Event.

(h) All food and liquor concessions are to be managed through Centerplate pursuant to contracts with Licensee... No other food vendors are permitted to operate on site. All other services, including but not limited to ticketing, ushers, security, cleaning of the stadium during and after event, trash removal, stadium access, first aid, and fire prevention are to be provided by Licensee. Licensee shall be responsible for all costs and expenses related to the operations of an Event.

(j) Licensee must file, plan and submit all associated costs for events when required by Southern Nevada Health District. Licensee must also prepare and submit applicable Safety Plans to the Las Vegas Metropolitans Police Departments and City of Las Vegas Business Licensing Department as applicable.

(k) Licensee agrees that prior to, and as a condition to holding an Event, Licensee shall submit a written request in the form of a completed Event Proposal Form attached hereto as Exhibit B for each Event thirty (30) days in advance of an Event. City will respond to requests for concerts within ten (10) business days of receiving Event Proposal Form.

Each written request will include copies of all licenses and permits required

pursuant to Section 3 for the subject Event. All Events must receive written approval from Licensor prior to booking.

(l) Licensee agrees that prior to, and as a condition to holding an Event, Licensee shall deliver the Promoter Release Agreement attached hereto as Exhibit C fully executed by all promoters of the Event.

2. Property Condition.

(a) Licensee shall ensure that that Property is in a clean condition, with all trash and debris, removed (including any trash and debris brought on to the Property by third parties) and is returned to its original condition upon termination of this Agreement. Licensee shall not permit the Property to be used for any other purpose or use. Licensee shall not permit the Property to be used for any improper, immoral, and illegal or objectionable purpose, as solely determined by Licensor, and, in such event, Licensor shall have the right to immediately terminate this Agreement which shall be effective upon Licensee's receipt of the written notice to immediately terminate. Licensee agrees to comply with all applicable laws, rules, regulations and directives relating to the use of the Property and Licensee's intended use of the Property, including any laws, rules, regulations and directives relating to COVID 19.

(b) Licensee agrees that it shall not make any improvements or alterations to the Property without the written consent of Licensor which consent may be granted or withheld at the sole discretion of Licensor. Licensee may add, remove, and/or cover any commercial signage in the Licensed Property and provide potential commercial sponsors with activation rights so long as its efforts do not alter or damage the space and equipment contained in the Licensed Property.

(c) Licensee acknowledges that use of the Property is on an "as-is" "where-is" and "with all faults" basis without any express or implied warranties. Licensee accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Property.

(d) Licensee agrees to comply with all Environmental Laws applicable to the Property and agrees not to bring onto or discharge or bringing onto the Property any Hazardous Substance. As used herein the following terms shall have the following definitions:

"Environmental Law" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

"Hazardous Substance" means all contaminants, pollutants, chemicals, substances, products, constituents, wastes, and other materials of any nature whatsoever, whether located in air, soil (including soil gas), or water (including groundwater, surface water, and well water): (1) which are or become listed, regulated, or addressed pursuant to any of the following federal statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, *et seq.* ("HMTA"); the Resource Conversation and Recovery Act, 42 U.S.C. section 6901, *et seq.* ("RCRA"); the Toxic

Substances Control Act, 15 U.S.C: section 2601, *et seq.* ("TSCA"); the Clean Air Act, 42 U.S.C. section 7401, *et seq.("CAA");* the Clean Water Act, 33 U.S.C . section 1251, *et seq.* ("CWA"); the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. section 136 *et seq.* ("FIFRA"); the Atomic Energy Act of 1954 ("AEA") and Low-Level Radioactive Waste Policy Act ("LLRWPA"), 42 U.S.C. section 2014 *et seq.,* the Nuclear Waste Policy Act of 1982, 42 U.S.C. section 10101 *et seq.* ("NW PA"); and the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. section 11001 *et seq.* ("EPCRA"); (2) which are or become listed, regulated, or addressed pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, but not limited to, response, removal and remediation costs) or standards of conduct or performance concerning any hazardous, extremely hazardous, toxic, dangerous, restricted, or designated waste, substance or material, as now or at any time hereafter may be in effect; (3) which are explosive, corrosive, reactive, ignitable, toxic, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment; (4) which are or contain oil, gasoline, diesel fuel or other petroleum hydrocarbons; or (5) which are or contain lead, arsenic, other metals, volatile organic compounds, semi-volatile organic compounds, polycyclic/poly nuclear aromatic hydrocarbons, polychlorinated biphenyls, asbestos, radioactive materials, or radon gas.

(e) Licensee shall deposit with Licensor, no later than ten (10) business days prior to first Event Date, the sum of $10,000.00 (the "Deposit"), in cash or by wire transfer, to secure Licensee's good faith performance of its obligations under this Agreement and to be held by Licensor. Licensee agrees that:

(i) Licensor shall have the right to apply all or part of the Deposit in the performance of Licensee's obligations under this Agreement, including, without limitation, Licensee's obligations under Sections 2(a), (b), (c) and (d) and Section 6 of this Agreement.

(ii) Any amount of the Deposit that has not been applied by Licensor as permitted in this Section 2(e), shall be returned to Licensee on the later of (A) thirty (30) days after the expiration of the Term or termination of this Agreement (as the case may be) or (B) that date that Licensor is satisfied that Licensee has materially complied with this Agreement and that there are no outstanding matters covered to be performed by Licensee, Licensor shall refund the amount of the Deposit that has not been applied by Licensor as permitted by this Section 2(e); provided, however, that if Licensor has not notified Licensee within thirty (30) days after the expiration of the Term or date of termination, as applicable, of any unsatisfied obligations, then such matters shall be deemed satisfied. Licensor shall not be required to pay any interest on the Deposit.

(iii) Licensee agrees that the Deposit is not a cap on the liability of Licensee for the performance of its obligations under this Agreement and Licensee shall remain liable for any and all costs incurred by Licensor in excess of the Deposit.

(iv) Licensee agrees that in the event Licensor applies all or a portion of the

Deposit in connection with an Event, Licensee shall deposit with Licensor additional funds to restore the full amount of the Deposit within five (5) days.

(f) Licensee shall be responsible for any damage caused to the playing field and/or the stadium, and Licensor shall have no liability unless event is City sponsored.

(g) Licensee shall be liable for all costs incurred by Licensor to repair any damages caused to the Property.

The provisions of this Section 2 shall survive any expiration or termination of this Agreement and shall remain in full force and effect thereafter.

3. Permits. Licensee agrees that as a condition to the holding of an Event, Licensee must have in place a General Entertainment Establishment License issued by City of Las Vegas Business License Division pursuant to Title 6 and all applicable special event permits required to hold the Events. Licensee agrees to comply in all respects with the terms, conditions, and requirements of the General Entertainment Establishment License and the special event permits. Licensee agrees to require any and all of its agents, sub-promoters and or third parties to any and all license or permits that are required for its intended use of the Property through the City of Las Vegas, Clark County, and any other applicable governmental agencies. Licensee shall maintain dust control in accordance with applicable governmental requirements and standards during its use of the Property. Licensor retains the right to terminate this agreement for any failure to maintain any required license and or permit.

4. Security. Licensor shall have no responsibility or liability to Licensee for any damage to or theft of any equipment, materials or any vehicles parked on the Property.

5. Insurance. Licensee, and/or any of its agents, sub-promoters, and or third parties, shall, prior to entering upon the Property, at its sole cost and expense, procure and maintain in full force and effect for the following insurance and provide evidence thereof to Licensor at all time prior to entering onto the Property:

(a) A policy or policies of bodily injury liability and property damage, including product liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000) in the aggregate and Ten Million Dollars ($10,000,000) umbrella coverage in the annual aggregate, insuring against any and all liability of the insured with respect to the Event. All such bodily injury liability insurance and property damage including product liability insurance shall specifically insure the performance by Licensee of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 6 hereof. Waiver of Subrogation for General Liability in favor of the City of Las Vegas is required. Licensee agrees to require and verify that all of its vendors have appropriate insurance coverage.

(b) Licensee shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury of occupational disease (including resulting death) as required by the State of Nevada and Employer's Liability Insurance for $1,000,000. Waiver of Subrogation for Workers' Compensation in favor of the City of Las Vegas is required.

(c) Licensee shall provide $1,000,000 combined single limit for bodily injury and

property damage, Automobile Liability Symbol 1 (any auto), if the entity owns automobiles. An entity without autos shall have "Non-owned and Hired" coverage (Auto Symbols 8 & 9). In the event Licensee shall provide valet parking services, Licensee shall provide garage keepers legal liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000) in the aggregate.

(d) Licensee (or its then current concessionaire – e.g. Centerplate) shall provide liquor liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000) in the aggregate and Five Million Dollars ($5,000,000) excess liability with a limit of Five Million, Dollars ($5,000,000) each occurrence and Five Million Dollars ($5,000,000) in the annual aggregate.

The insurance company issuing the policies required herein shall hold a "General Policyholder's Rating" of A or better, as set forth in the most current issue of "Best's Insurance Guide." Licensee shall deliver to Licensor, prior to entering upon the Property, original certificates evidencing the existence and amounts of such insurance. Each policy of insurance provided by Licensee shall provide for notice of cancellation per the policy provisions. Licensor, the City of Las Vegas, Nevada, and their respective officers, elected officials, employees and agents, shall be named as additional insured parties on each insurance policy required hereunder. Applicant must submit an ACORD 25 Certificate of Liability Insurance naming the following as additional insureds:

The City of Las Vegas, its Elected Officials, Officers, Agents, Employees and Volunteers
495 South Main Street
Las Vegas, NV 89101

The Las Vegas Metropolitan Police Department
400 South Martin Luther King Blvd.
Las Vegas, NV 89106

Licensee's insurance coverage required herein shall be the primary with respect to Licensee, its officers, elected officials and employees and agents, for claims assumed by Licensee under Licensee's indemnification obligations hereunder.

6. Indemnity.

(a) Licensee agrees that (i) it shall be responsible for all use and activities related to the Event and (ii) Licensor shall have no obligation to secure, supervise or manage the use of the Property. Licensee hereby agrees to protect, indemnify, and hold Licensor and its elected officials, officers, employees and agents (collectively, " Indemnified Parties") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which any of the Indemnified Parties may suffer or which may be sought against or are recovered or obtainable from the Indemnified Parties as a result of, or by reason of, or arising out of or in consequence of Licensee's, promoter's, performers', Event attendees and/or any other party's use of the Property pursuant to this Agreement, whether negligent or otherwise, by Licensee or its respective officers, employees, agents, contractors, promotors, attendees and suppliers or anyone who is directly or indirectly employed by, or is acting in concert with Licensee or its promoters , and its officers, employees, agents, contractors and suppliers in the performance of this Agreement. Licensee's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be obtained by Licensee pursuant to the provisions of this Agreement to the extent such policies cover the results of negligent acts of Licensee, or its respective officers,

affiliates, agents, contractors or employees, or the failure of Licensee to perform any of its obligations under this Agreement. The provisions of this Section 6 shall survive any expiration or termination of this Agreement and shall remain in full force and effect thereafter.

(b) Licensee hereby agrees that it will not hold nor attempt to hold any of the Indemnified Parties liable for, and hereby releases the Indemnified Parties Licensor from, any and all any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) ("Claims") incurred in connection with or arising from the use of the Property by the Licensee and/or its respective officers, employees, agents, contractors and suppliers in the performance of this Agreement.

(c) COVID-19 has been declared a pandemic. Other infectious diseases have been declared pandemics from time-to-time and other infectious diseases may be in the future be declared pandemics. COVID-19, and its variants, are reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 and other infectious diseases can cause serious and potentially life-threatening illness and even death. Licensor cannot prevent Licensee or any members of a Team, or their employees, players or guests from becoming exposed to, contracting, or spreading COVID-19 or any other infectious diseases while utilizing the Property. It is not possible to prevent against the presence of COVID-19 or other infectious diseases. Licensee shall indemnify and hold the Indemnified Parties harmless from and against all claims, costs, expenses, damages, losses, injuries or liabilities related to or in connection with exposure, infectious, and/or spread of COVID-19 or any other infectious disease related to Licensee's activities under this Agreement, including all claims, costs, expenses, damages, losses, injuries or liabilities claimed by any members of a Team or persons associated in any with a Team. Licensee agrees that it is assuming the sole risk of any liabilities related to the contraction by Licensee's and/or the Team'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 Agreement and that Licensee's indemnity obligations contained herein cover any such liabilities.

(d) Licensee shall at its sole cost and expense, obtain the discharge and release of any lien, charge or encumbrance filed of record against the Property within fifteen (15) days after the filing of the same.

7. Notice. Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the Parties may from time to time designate in writing:

If to Licensor: Ryan Smith, Acting Director
City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th fl.
Las Vegas, Nevada 89101

And: City Attorney Office
City Hall

495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to Licensee: Brett Lashbrook
850 Las Vegas Boulevard North
Las Vegas, Nevada 89101

8. Effective. This Agreement shall be operative and effective only upon acceptance and execution by Licensor and Licensee. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto.

9. Force Majeure. Licensor shall not be bound hereunder for failure to perform this Agreement due to fire, floods, strikes, wrecks, tornadoes, failure of transportations, actions of any government agency, acts of God or other caused beyond its control, which, at the option of Licensor, may make this Agreement null and void.

10. Applicable Laws. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. Any litigation related to this Agreement shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The Parties agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

11. Assignment and Sublease. Licensee shall have no right to assign, sublease, mortgage, pledge, or otherwise encumber this Agreement in whole or in part.

12. Execution. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart. Signatures transmitted by facsimile or by email in portable document format and signatures electronically signed in accordance with the Uniform Electronic Transaction Act, as adopted in the State of Nevada, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile were an original executed counterpart.

13. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, employer-employee, or joint venture.

14. Waiver. The failure of any person or entity designated herein to enforce any provision of this Agreement shall in no event be deemed to be a waiver of the right to do so for any subsequent violations. Moreover, the right to enforce any other provisions of this Agreement shall not be waived by such a failure nor shall there be any liability therefor.

15. Relationship of Parties. Nothing contained in this Agreement is intended to create, nor will it ever be construed to make, the Parties partners or joint venturers. Licensee shall be and remain and independent contractor and not an agent of Licensor or agent of Licensor or the Property by virtue of any rights or privileges granted under this Agreement.

16. Default. Licensee shall in default of this Agreement if Licensee fails to observe and perform any provision or covenant of this Agreement where such failure continues for five (5) days after notice thereof from Licensor to Licensee. Upon such default, Licensor shall have the right to immediately terminate this Agreement on written notice to Licensee. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

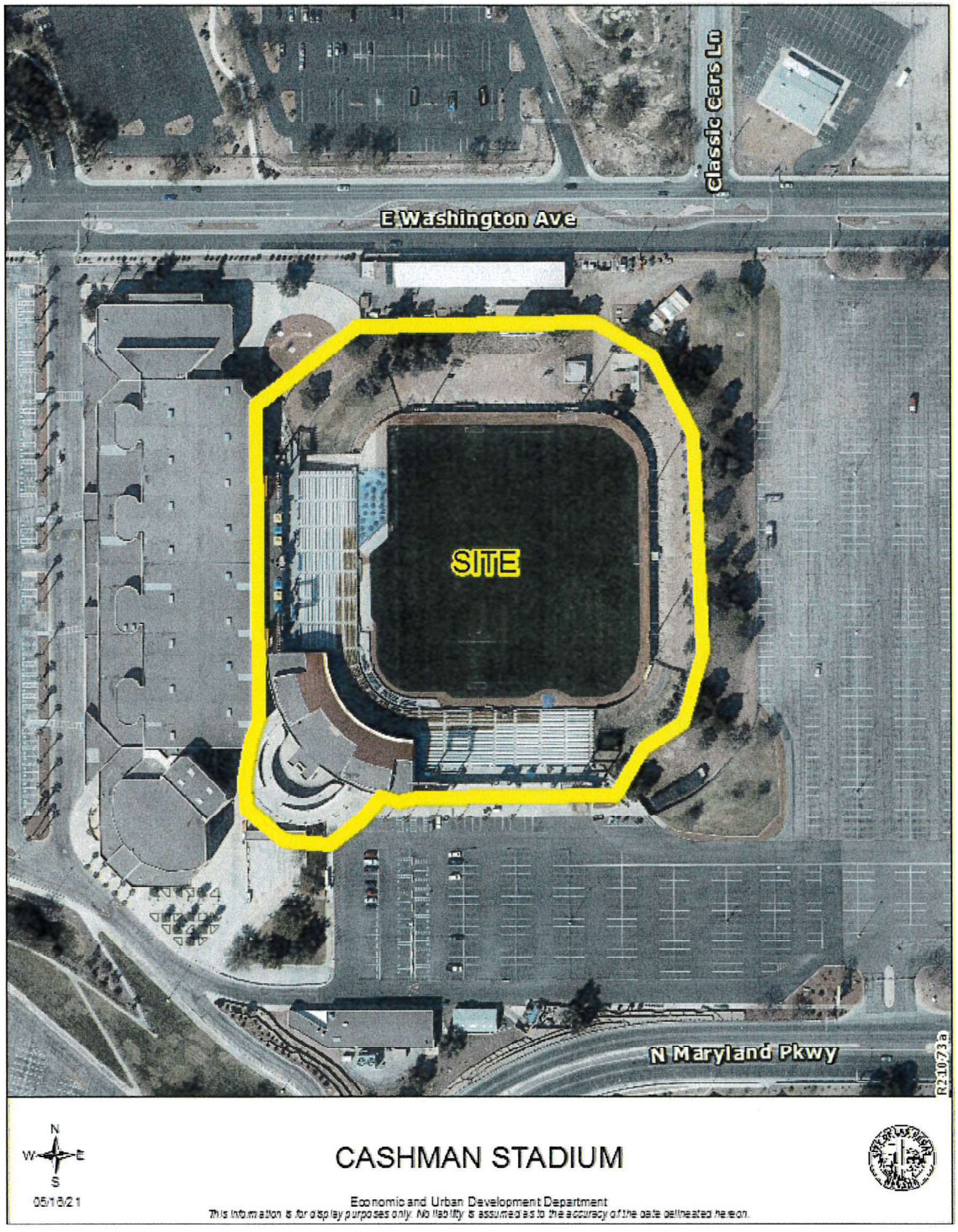
LICENSOR	LICENSEE
CITY OF LAS VEGAS, a political subdivision of the State of Nevada	LAS VEGAS SOCCER LLC, a Nevada limited liability company
By: _____	_____
CAROLYN G. GOODMAN, MAYOR	By: Brett Lashbrook
	Title: Owner/CEO
ATTEST:	
_____	
LUANN D. HOLMES, CITY CLERK	
_____	

APPROVED AS TO FORM:

5/31/22
Date

Crislove A. Igeleke
Deputy City Attorney

EXHIBIT A


Classic Cars Ln
E Washington Ave
SITE
N Maryland Pkwy
R21073a
N
W
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S
05/18/21
CASHMAN STADIUM
Economic and Urban Development Department
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated hereon.

EXHIBIT B
EVENT PROPOSAL FORM

LOCATION: **Cashman Field**

EVENT TYPE: **Concert**

EVENT TITLE:

EVENT SUMMARY/OVERVIEW:

_____

_____

_____

EVENT PROMOTER(S) NAME, ADDRESS, TELEPHONE, EMAIL, AND POINT OF CONTACT:
Attach a copy of the insurance declaration pages naming the City of Las Vegas as additional insured

_____

_____

_____

EVENT PERFORMERS, HEADLINERS, AND OR SPECIAL GUESTS:

_____

_____

_____

EVENT DATE(S):_____

APPROXIMATE ATTENDEES #: _____

IS THIS AN AGE-RESTRICTED EVENT? IF YES, SPECIFY AGE:_____

ARE PARKING SERVICES BEING REQUESTED FOR THIS EVENT?_____

LICENSOR	LICENSEE
CITY OF LAS VEGAS, a political subdivision of the State of Nevada	LAS VEGAS SOCCER LLC, a Nevada limited liability company
_____ Jorge Cervantes, City Manager	_____ By: _____ Title: _____

EXHIBIT C

PROMOTER RELEASE AGREEMENT

The undersigned _____, a _____ ("Promoter") is to conduct the following event _____ on _____, 2022 (the "Event") at that property known as Cashman Center (the "Property") which is owned by the City of Las Vegas, a Nevada political subdivision ("City"). City and Promoter are referred to herein individually as a "Party" and collectively as the "Parties." In consideration of City permitting the Event to be held at the Property, the Promoter hereby agrees as follows:

(a) Promoter agrees that its use of the Property is on an "as-is" "where-is" and "with all faults" basis without any express or implied warranties and/or representations by City or any employees, officials, representatives or agents of City. Promoter accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Property.

(b) Promoter agrees that it will not hold nor attempt to hold any of City and its elected officials, officers, employees and agents (collectively, "City Parties") liable for, and hereby releases the City Parties from, and agrees not to ring any action in connection with, any and all any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from the use of the Property by Promoter and/or its respective officers, employees, agents, contractors and suppliers.

(c) Promoter hereby agrees to protect, indemnify, and hold City and the City Parties harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which any of the City Parties may suffer or which may be sought against or are recovered or obtainable from the City Parties as a result of, or by reason of, or arising out of or in consequence of the use of the Property by Promoter, Event performers, Event attendees and/or any other party's use of the Property in connection with the Event, whether negligent or otherwise.

(d) Promoter agrees that any notices or service may be served on Promoter at the following address or email: _____ _____.

Promoter agrees that Promoter's agreements hereunder shall survive the completion of the Event and does not expire at the completion of the Event.

Dated: _____, 2022

Name of Promoter:

_____

By: _____

Title: _____

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve the transfer of Fiscal Year 2022 Budget Appropriations to adjust for expenditures and adjustments between functions within various funds totaling $53,500,000

FISCAL IMPACT:
Budget Funds Available
Amount: $53,500,000
Funding Source: Various Funds
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfers of appropriation are necessary to give the legal authorization for expenses in excess of the original budget appropriations by function. The augmentation procedure as prescribed by NRS 354.598005, provides that appropriations may be transferred between functions if such a transfer does not increase the total appropriation for any fiscal year and is not in conflict with other statutory provisions. To complete the augmentation and transfers of appropriation procedure, the governing body must be advised of the action.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Exhibit A - Budget Transfer of Appropriations

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2022
TRANSFER OF APPROPRIATIONS
VARIOUS FUNDS

	Current Budget	Adjustment	Amended Budget
COVID-19 SRF			
EXPENDITURES			
General Government	$ -	$ 25,000,000	$ 25,000,000
Culture & Recreation	80,668,695	(25,000,000)	55,668,695
Total Expenditures & Other Uses	$ 80,668,695	$ -	$ 80,668,695

	Current Budget	Adjustment	Amended Budget
GENERAL CAPITAL PROJECTS FUND			
EXPENDITURES			
General Government	$ 79,440,272	$ (20,000,000)	$ 59,440,272
Economic Development & Assistance	750,897	10,000,000	10,750,897
Operating Transfers Out	968,497	10,000,000	10,968,497
Total Expenditures & Other Uses	$ 81,159,666	$ -	$ 81,159,666

	Current Budget	Adjustment	Amended Budget
CITY FACILITIES CAPITAL PROJECTS FUND			
EXPENDITURES			
General Government	$ 23,499,356	$ (7,000,000)	$ 16,499,356
Operating Transfers Out	122,086	7,000,000	7,122,086
Total Expenditures & Other Uses	$ 23,621,442	$ -	$ 23,621,442

	Current Budget	Adjustment	Amended Budget
PARKS AND LEISURE CAPITAL PROJECTS FUND			
EXPENDITURES			
Culture & Recreation	$ 45,267,264	$ (500,000)	$ 44,767,264
Operating Transfers Out	70,816	500,000	570,816
Total Expenditures & Other Uses	$ 45,338,080	$ -	$ 45,338,080

	Current Budget	Adjustment	Amended Budget
ROAD AND FLOOD CAPITAL PROJECT FUND			
EXPENDITURES			
Public Works	$ 190,258,193	$ (1,000,000)	$ 189,258,193
Operating Transfers Out	947,939	1,000,000	1,947,939
Total Expenditures & Other Uses	$ 191,206,132	$ -	$ 191,206,132

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve award of Bid No. 22.MWA217.C1-SK, Gowan North El Capitan - Ann to Centennial, located in El Capitan Way from Ann Road to Centennial Parkway, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: WILLIAM CHARLES, INC. ($10,474,239.85 - Road and Flood Capital Projects Fund) - Ward 4 (Anthony)

FISCAL IMPACT:
Budget Funds Available
Amount: $10,474,239.85
Funding Source: Road & Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The work consists of, but is not limited to, constructing storm drain facilities including reinforced concrete box storm drains, reinforced concrete pipe, storm drain manholes, drop inlets, pavement removal and replacement and pavement markings, and providing all other improvements to complete the work in El Capitan Way and side streets. William Charles, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Bid Abstract

BID ABSTRACT
22.MWA217.C1-SK Gowan North El Capitan - Ann to Centennial
PWP No: CL-2022-284
Bid Date: April 7, 2022

City of Las Vegas - Finance Department
Purchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

BID ABSTRACT
22.MWA217.C1-SK Gowan North El Capitan - Ann to Centennial
PWP No: CL-2022-284
Bid Date: April 7, 2022

City of Las Vegas - Finance Department
Purchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

				William Charles, Inc.		Contri Construction Company		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	105.01 CONTRACTOR QUALITY CONTROL	1	LS	$182,500.00	$182,500.00	$252,487.00	$252,487.00	$190,000.00	$190,000.00
2	109.01 CONSTRUCTION CONFLICTS AND CONTINGENCY ALLOWANCE	1	ALLOW	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00
3	109.02 OWNER INITIATED TIME EXTENSION ALLOWANCE	15	DAY	$500.00	$7,500.00	$500.00	$7,500.00	$500.00	$7,500.00
4	109.03 OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	15	DAY	$20.00	$300.00	$1,000.00	$15,000.00	$2,500.00	$37,500.00
5	200.01 MOBILIZATION AND DEMOBILIZATION	1	LS	$510,000.00	$510,000.00	$500,000.00	$500,000.00	$150,000.00	$150,000.00
6	201.01 CLEARING AND GRUBBING	1	LS	$219,550.00	$219,550.00	$53,722.00	$53,722.00	$150,000.00	$150,000.00
7	202.01 REMOVE FULL DEPTH ASPHALT PAVEMENT	22159	SY	$5.95	$131,846.05	$14.00	$310,226.00	$10.00	$221,590.00
8	202.02 REMOVE EXISTING 42-INCH RCP CULVERTS	96	LF	$76.40	$7,334.40	$38.00	$3,648.00	$75.00	$7,200.00
9	202.03 REMOVE EXISTING HEADWALL	2	EA	$986.50	$1,973.00	$769.00	$1,538.00	$3,500.00	$7,000.00
10	202.04 REMOVE EXISTING STORM DRAIN MANHOLE	4	EA	$905.00	$3,620.00	$1,421.00	$5,684.00	$4,000.00	$16,000.00
11	202.05 ABANDON EXISTING 18-INCH RCP	391	LF	$51.50	$20,136.50	$42.00	$16,422.00	$27.00	$10,557.00
12	202.06 CUT AND CAP EXISTING 24-INCH RCP	1	LS	$2,716.00	$2,716.00	$628.00	$628.00	$2,600.00	$2,600.00
13	202.07 REMOVE EXISTING 12-INCH RCP	200	LF	$15.10	$3,020.00	$81.00	$16,200.00	$35.00	$7,000.00
14	202.08 REMOVE EXISTING 18-INCH RCP	31	LF	$492.50	$15,267.50	$82.00	$2,542.00	$55.00	$1,705.00
15	202.09 REMOVE EXISTING 24-INCH RCP	233	LF	$16.50	$3,844.50	$83.00	$19,339.00	$40.00	$9,320.00
16	202.1 REMOVE EXISTING 5-FOOT DROP INLET	1	EA	$905.00	$905.00	$4,154.00	$4,154.00	$2,200.00	$2,200.00
17	202.11 REMOVE ABANDONED 6-INCH POWER CONDUITS	20	LF	$68.70	$1,374.00	$33.00	$660.00	$50.00	$1,000.00
18	302.01 TYPE II AGGREGATE BASE	2587	CY	$48.20	$124,693.40	$51.00	$131,937.00	$85.00	$219,895.00
19	302.02 TYPE I AGGREGATE BASE	3578	CY	$39.70	$142,046.60	$51.00	$182,478.00	$85.00	$304,130.00
20	402.01 3-INCH PLANTMIX BITUMINOUS SURFACE	19647	SY	$18.00	$353,646.00	$22.00	$432,234.00	$19.00	$373,293.00
21	402.02 6.5-INCH PLANTMIX BITUMINOUS SURFACE	1818	SY	$39.50	$71,811.00	$45.00	$81,810.00	$43.00	$78,174.00
22	502.01 8-FOOT X 6-FOOT REINFORCED CONCRETE BOX	2466	LF	$1,216.55	$3,000,012.30	$1,160.00	$2,860,560.00	$1,149.00	$2,833,434.00
23	502.02 6-FOOT X 6-FOOT REINFORCED CONCRETE BOX	1357	LF	$898.75	$1,219,603.75	$922.00	$1,251,154.00	$835.00	$1,133,095.00
24	502.03 5-FOOT X 5-FOOT REINFORCED CONCRETE BOX	615	LF	$877.50	$539,662.50	$833.00	$512,295.00	$805.00	$495,075.00
25	502.04 ANN TRANSITION STRUCTURE (10-FT X 7-FT TO 8-FT X 6-FT)	1	EA	$32,410.00	$32,410.00	$39,952.00	$39,952.00	$54,000.00	$54,000.00
26	502.05 TROPICAL TRANSITION STRUCTURE (8-FT X 6-FT TO 6-FT X 6-FT)	1	EA	$31,280.00	$31,280.00	$39,388.00	$39,388.00	$39,000.00	$39,000.00
27	502.06 AZURE TRANSITION STRUCTURE (6-FT X 6-FT TO 5-FT X 5-FT)	1	EA	$22,550.00	$22,550.00	$27,655.00	$27,655.00	$36,000.00	$36,000.00
28	502.07 REGENA TRANSITION STRUCTURE (5-FT X 5-FT TO 60-INCH)	1	EA	$24,370.00	$24,370.00	$31,991.00	$31,991.00	$31,000.00	$31,000.00
29	502.08 20-FOOT X 8-FOOT GRATED ACCESS STRUCTURE	1	LS	$152,750.00	$152,750.00	$146,640.00	$146,640.00	$210,000.00	$210,000.00
30	502.09 NDOT CULVERT TYPE I HEADWALL	1	EA	$32,870.00	$32,870.00	$28,957.00	$28,957.00	$32,000.00	$32,000.00
31	506.01 NDOT TYPE R PEDESTRIAN RAIL	30	LF	$695.00	$20,850.00	$425.00	$12,750.00	$750.00	$22,500.00
32	603.01 60-INCH REINFORCED CONCRETE PIPE (CLASS III)	354	LF	$790.00	$279,660.00	$563.00	$199,302.00	$490.00	$173,460.00
33	603.02 48-INCH REINFORCED CONCRETE PIPE (CLASS III)	384	LF	$429.00	$164,736.00	$439.00	$168,576.00	$340.00	$130,560.00
34	603.03 42-INCH REINFORCED CONCRETE PIPE (CLASS III)	819	LF	$414.00	$339,066.00	$369.00	$302,211.00	$300.00	$245,700.00
35	603.04 36-INCH REINFORCED CONCRETE PIPE (CLASS III)	53	LF	$412.50	$21,862.50	$313.00	$16,589.00	$370.00	$19,610.00
36	603.05 30-INCH REINFORCED CONCRETE PIPE (CLASS III)	475	LF	$324.00	$153,900.00	$339.00	$161,025.00	$300.00	$142,500.00
37	603.06 24-INCH REINFORCED CONCRETE PIPE (CLASS III)	574	LF	$281.00	$161,294.00	$420.00	$241,080.00	$275.00	$157,850.00
38	603.07 18-INCH REINFORCED CONCRETE PIPE (CLASS III)	610	LF	$297.00	$181,170.00	$409.00	$249,490.00	$270.00	$164,700.00
39	603.08 38-INCH X 24-INCH ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	29	LF	$610.50	$17,704.50	$480.00	$13,920.00	$480.00	$13,920.00
40	603.09 RCP PLUG	6	EA	$2,716.00	$16,296.00	$1,366.00	$8,196.00	$1,700.00	$10,200.00
41	603.1 18-INCH C900 PVC STORM DRAIN	61	LF	$516.00	$31,476.00	$345.00	$21,045.00	$310.00	$18,910.00
42	603.11 24-INCH C900 PVC STORM DRAIN	45	LF	$656.00	$29,520.00	$548.00	$24,660.00	$460.00	$20,700.00
43	603.12 30-INCH C900 PVC STORM DRAIN	155	LF	$561.50	$87,032.50	$554.00	$85,870.00	$545.00	$84,475.00
44	609.01 48-INCH TYPE I STORM DRAIN MANHOLE	11	EA	$3,773.00	$41,503.00	$5,774.00	$63,514.00	$5,900.00	$64,900.00

				Las Vegas Paving Corporation		TAB Contractors, Inc.		Tand, Inc.		CG&B Enterprises Inc.	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	105.01 CONTRACTOR QUALITY CONTROL	1	LS	$215,000.00	$215,000.00	$300,000.00	$300,000.00	$260,000.00	$260,000.00	$268,229.45	$268,229.45
2	109.01 CONSTRUCTION CONFLICTS AND CONTINGENCY ALLOWANCE	1	ALLOW	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00
3	109.02 OWNER INITIATED TIME EXTENSION ALLOWANCE	15	DAY	$500.00	$7,500.00	$500.00	$7,500.00	$500.00	$7,500.00	$500.00	$7,500.00
4	109.03 OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	15	DAY	$500.00	$7,500.00	$875.00	$13,125.00	$500.00	$7,500.00	$1,437.50	$21,562.50
5	200.01 MOBILIZATION AND DEMOBILIZATION	1	LS	$330,000.00	$330,000.00	$909,315.00	$909,315.00	$642,000.00	$642,000.00	$335,627.50	$335,627.50
6	201.01 CLEARING AND GRUBBING	1	LS	$12,500.00	$12,500.00	$30,000.00	$30,000.00	$25,000.00	$25,000.00	$40,396.29	$40,396.29
7	202.01 REMOVE FULL DEPTH ASPHALT PAVEMENT	22159	SY	$13.00	$288,067.00	$7.00	$155,113.00	$15.00	$332,385.00	$8.34	$184,806.06
8	202.02 REMOVE EXISTING 42-INCH RCP CULVERTS	96	LF	$110.00	$10,560.00	$66.00	$6,336.00	$60.00	$5,760.00	$21.94	$2,106.24
9	202.03 REMOVE EXISTING HEADWALL	2	EA	$2,200.00	$4,400.00	$1,600.00	$3,200.00	$4,500.00	$9,000.00	$2,889.86	$5,779.72
10	202.04 REMOVE EXISTING STORM DRAIN MANHOLE	4	EA	$2,200.00	$8,800.00	$2,000.00	$8,000.00	$2,500.00	$10,000.00	$1,717.85	$6,871.40
11	202.05 ABANDON EXISTING 18-INCH RCP	391	LF	$40.00	$15,640.00	$26.00	$10,166.00	$55.00	$21,505.00	$21.92	$8,570.72
12	202.06 CUT AND CAP EXISTING 24-INCH RCP	1	LS	$2,200.00	$2,200.00	$1,600.00	$1,600.00	$2,000.00	$2,000.00	$2,900.21	$2,900.21
13	202.07 REMOVE EXISTING 12-INCH RCP	200	LF	$40.00	$8,000.00	$52.00	$10,400.00	$60.00	$12,000.00	$39.53	$7,906.00
14	202.08 REMOVE EXISTING 18-INCH RCP	31	LF	$40.00	$1,240.00	$102.00	$3,162.00	$70.00	$2,170.00	$76.86	$2,382.66
15	202.09 REMOVE EXISTING 24-INCH RCP	233	LF	$50.00	$11,650.00	$50.00	$11,650.00	$80.00	$18,640.00	$33.93	$7,905.69
16	202.1 REMOVE EXISTING 5-FOOT DROP INLET	1	EA	$4,200.00	$4,200.00	$2,300.00	$2,300.00	$4,000.00	$4,000.00	$2,623.47	$2,623.47
17	202.11 REMOVE ABANDONED 6-INCH POWER CONDUITS	20	LF	$85.00	$1,700.00	$85.00	$1,700.00	$80.00	$1,600.00	$79.42	$1,588.40
18	302.01 TYPE II AGGREGATE BASE	2587	CY	$40.00	$103,480.00	$43.00	$111,241.00	$70.00	$181,090.00	$37.99	$98,280.13
19	302.02 TYPE I AGGREGATE BASE	3578	CY	$59.00	$211,102.00	$50.00	$178,900.00	$68.00	$243,304.00	$37.80	$135,248.40
20	402.01 3-INCH PLANTMIX BITUMINOUS SURFACE	19647	SY	$18.00	$353,646.00	$19.00	$373,293.00	$22.00	$432,234.00	$20.70	$406,692.90
21	402.02 6.5-INCH PLANTMIX BITUMINOUS SURFACE	1818	SY	$41.00	$74,538.00	$42.00	$76,356.00	$44.00	$79,992.00	$45.43	$82,591.74
22	502.01 8-FOOT X 6-FOOT REINFORCED CONCRETE BOX	2466	LF	$1,250.00	$3,082,500.00	$1,195.00	$2,946,870.00	$1,200.00	$2,959,200.00	$1,412.97	$3,484,384.02
23	502.02 6-FOOT X 6-FOOT REINFORCED CONCRETE BOX	1357	LF	$1,050.00	$1,424,850.00	$945.00	$1,282,365.00	$995.00	$1,350,215.00	$1,082.38	$1,468,789.66
24	502.03 5-FOOT X 5-FOOT REINFORCED CONCRETE BOX	615	LF	$960.00	$590,400.00	$860.00	$528,900.00	$950.00	$584,250.00	$991.40	$609,711.00
25	502.04 ANN TRANSITION STRUCTURE (10-FT X 7-FT TO 8-FT X 6-FT)	1	EA	$36,500.00	$36,500.00	$41,740.00	$41,740.00	$36,000.00	$36,000.00	$27,644.11	$27,644.11
26	502.05 TROPICAL TRANSITION STRUCTURE (8-FT X 6-FT TO 6-FT X 6-FT)	1	EA	$34,000.00	$34,000.00	$38,745.00	$38,745.00	$33,000.00	$33,000.00	$26,478.01	$26,478.01
27	502.06 AZURE TRANSITION STRUCTURE (6-FT X 6-FT TO 5-FT X 5-FT)	1	EA	$25,500.00	$25,500.00	$39,845.00	$39,845.00	$31,000.00	$31,000.00	$17,479.26	$17,479.26
28	502.07 REGENA TRANSITION STRUCTURE (5-FT X 5-FT TO 60-INCH)	1	EA	$26,500.00	$26,500.00	$31,705.00	$31,705.00	$40,000.00	$40,000.00	$19,353.76	$19,353.76
29	502.08 20-FOOT X 8-FOOT GRATED ACCESS STRUCTURE	1	LS	$166,500.00	$166,500.00	$184,425.00	$184,425.00	$165,000.00	$165,000.00	$153,430.17	$153,430.17
30	502.09 NDOT CULVERT TYPE I HEADWALL	1	EA	$36,000.00	$36,000.00	$24,475.00	$24,475.00	$27,000.00	$27,000.00	$28,119.06	$28,119.06
31	506.01 NDOT TYPE R PEDESTRIAN RAIL	30	LF	$580.00	$17,400.00	$795.00	$23,850.00	$350.00	$10,500.00	$645.16	$19,354.80
32	603.01 60-INCH REINFORCED CONCRETE PIPE (CLASS III)	354	LF	$630.00	$223,020.00	$640.00	$226,560.00	$710.00	$251,340.00	$857.20	$303,448.80
33	603.02 48-INCH REINFORCED CONCRETE PIPE (CLASS III)	384	LF	$530.00	$203,520.00	$445.00	$170,880.00	$495.00	$190,080.00	$822.01	$315,651.84
34	603.03 42-INCH REINFORCED CONCRETE PIPE (CLASS III)	819	LF	$510.00	$417,690.00	$425.00	$348,075.00	$465.00	$380,835.00	$710.36	$581,784.84
35	603.04 36-INCH REINFORCED CONCRETE PIPE (CLASS III)	53	LF	$420.00	$22,260.00	$505.00	$26,765.00	$450.00	$23,850.00	$1,088.57	$57,694.21
36	603.05 30-INCH REINFORCED CONCRETE PIPE (CLASS III)	475	LF	$325.00	$154,375.00	$340.00	$161,500.00	$295.00	$140,125.00	$824.91	$391,832.25
37	603.06 24-INCH REINFORCED CONCRETE PIPE (CLASS III)	574	LF	$360.00	$206,640.00	$280.00	$160,720.00	$330.00	$189,420.00	$726.22	$416,850.28
38	603.07 18-INCH REINFORCED CONCRETE PIPE (CLASS III)	610	LF	$315.00	$192,150.00	$345.00	$210,450.00	$265.00	$161,650.00	$802.68	$489,634.80
39	603.08 38-INCH X 24-INCH ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	29	LF	$670.00	$19,430.00	$475.00	$13,775.00	$650.00	$18,850.00	$592.89	$17,193.81
40	603.09 RCP PLUG	6	EA	$1,700.00	$10,200.00	$5,145.00	$30,870.00	$2,300.00	$13,800.00	$7,577.99	$45,467.94
41	603.1 18-INCH C900 PVC STORM DRAIN	61	LF	$400.00	$24,400.00	$460.00	$28,060.00	$400.00	$24,400.00	$743.03	$45,324.83
42	603.11 24-INCH C900 PVC STORM DRAIN	45	LF	$760.00	$34,200.00	$730.00	$32,850.00	$695.00	$31,275.00	$1,143.68	$51,465.60
43	603.12 30-INCH C900 PVC STORM DRAIN	155	LF	$730.00	$113,150.00	$800.00	$124,000.00	$700.00	$108,500.00	$1,363.33	$211,316.15
44	609.01 48-INCH TYPE I STORM DRAIN MANHOLE	11	EA	$5,000.00	$55,000.00	$6,015.00	$66,165.00	$11,000.00	$121,000.00	$2,808.08	$30,888.88

City Council - Page 145

BID ABSTRACT
22.MWA217.C1-SK Gowan North El Capitan - Ann to Centennial
PWP No: CL-2022-284
Bid Date: April 7, 2022

City of Las Vegas - Finance Department
Purchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

				William Charles, Inc.		Contri Construction Company		Harber Company, Inc. (Mountain Cascade of Nevada)	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
45	609.02 48-INCH TYPE II STORM DRAIN MANHOLE	14	EA	$16,400.00	$229,600.00	$20,170.00	$282,380.00	$22,500.00	$315,000.00
46	609.03 60-INCH TYPE II STORM DRAIN MANHOLE	3	EA	$14,925.00	$44,775.00	$17,274.00	$51,822.00	$22,500.00	$67,500.00
47	609.04 72-INCH TYPE II STORM DRAIN MANHOLE	1	EA	$17,240.00	$17,240.00	$17,700.00	$17,700.00	$22,700.00	$22,700.00
48	609.05 60-INCH TYPE III STORM DRAIN MANHOLE	1	EA	$16,125.00	$16,125.00	$22,418.00	$22,418.00	$20,000.00	$20,000.00
49	609.06 2-FOOT X 2.5-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	9	EA	$8,098.00	$72,882.00	$13,889.00	$125,001.00	$11,800.00	$106,200.00
50	609.07 2-FOOT X 3-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	2	EA	$8,735.00	$17,470.00	$13,422.00	$26,844.00	$13,800.00	$27,600.00
51	609.08 2-FOOT X 4-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	2	EA	$9,645.00	$19,290.00	$12,593.00	$25,186.00	$14,800.00	$29,600.00
52	609.09 2-FOOT X 5-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	1	EA	$10,530.00	$10,530.00	$16,384.00	$16,384.00	$15,000.00	$15,000.00
53	609.1 2-FOOT X 6-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	4	EA	$11,455.00	$45,820.00	$17,378.00	$69,512.00	$16,000.00	$64,000.00
54	609.11 2-FOOT X 8-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	2	EA	$12,120.00	$24,240.00	$22,062.00	$44,124.00	$17,000.00	$34,000.00
55	609.12 2-FOOT X 12-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	3	EA	$12,845.00	$38,535.00	$20,321.00	$60,963.00	$18,000.00	$54,000.00
56	609.13 20-FOOT TYPE DM2 DROP INLET	5	EA	$24,840.00	$124,200.00	$29,533.00	$147,665.00	$36,000.00	$180,000.00
57	609.14 20-FOOT TYPE CM DROP INLET	1	EA	$28,430.00	$28,430.00	$39,665.00	$39,665.00	$40,000.00	$40,000.00
58	609.15 ADJUST STORM DRAIN MANHOLE TO FINISHED GRADE	1	EA	$3,070.00	$3,070.00	$3,236.00	$3,236.00	$2,900.00	$2,900.00
59	609.16 2-FOOT X 3-FOOT NDOT TYPE 2 DROP INLET AND CONCRETE APRON	1	EA	$8,775.00	$8,775.00	$11,460.00	$11,460.00	$13,800.00	$13,800.00
60	610.01 RIPRAP (D50 = 8-INCH)	22	CY	$241.50	$5,313.00	$366.00	$8,052.00	$210.00	$4,620.00
61	613.01 TYPE "L" CURB AND GUTTER	24	LF	$62.60	$1,502.40	$88.00	$2,112.00	$70.00	$1,680.00
62	613.02 CONCRETE MEDIAN	209	SF	$12.20	$2,549.80	$9.00	$1,881.00	$27.00	$5,643.00
63	613.03 CONCRETE SIDEWALK DRAIN	1	EA	$2,223.00	$2,223.00	$2,684.00	$2,684.00	$3,500.00	$3,500.00
64	619.01 FLEXIBLE MARKER POST	88	EA	$69.90	$6,151.20	$124.00	$10,912.00	$75.00	$6,600.00
65	619.02 OM3-R MARKER POST	1	EA	$315.50	$315.50	$169.00	$169.00	$820.00	$820.00
66	622.01 CONSTRUCTION SURVEYING	1	LS	$58,580.00	$58,580.00	$77,117.00	$77,117.00	$85,000.00	$85,000.00
67	624.01 TRAFFIC CONTROL AND MAINTENANCE	1	LS	$103,500.00	$103,500.00	$267,455.00	$267,455.00	$650,000.00	$650,000.00
68	627.01 PERMANENT SIGN (GROUND MOUNTED)	1	EA	$486.50	$486.50	$731.00	$731.00	$700.00	$700.00
69	628.01 TYPE 2 FILM "ONLY"	5	EA	$300.00	$1,500.00	$197.00	$985.00	$190.00	$950.00
70	628.02 TYPE 2 FILM FOR ARROWS	8	EA	$155.50	$1,244.00	$141.00	$1,128.00	$140.00	$1,120.00
71	628.03 4-INCH SOLID WHITE LINE (POLYUREA)	1245	LF	$0.95	$1,182.75	$2.00	$2,490.00	$1.00	$1,245.00
72	628.04 YELLOW TRANSITION TYPE II FILM	1980	SF	$6.10	$12,078.00	$8.00	$15,840.00	$6.00	$11,880.00
73	628.05 PAINTED MEDIAN ISLAND	50	SF	$2.60	$130.00	$5.00	$250.00	$3.00	$150.00
74	628.06 8-INCH SOLID WHITE LINE (POLYUREA)	239	LF	$1.80	$430.20	$2.00	$478.00	$2.00	$478.00
75	629.01 ABANDON EXISTING WATER VALVE	2	EA	$1,531.00	$3,062.00	$653.00	$1,306.00	$920.00	$1,840.00
76	629.02 ADJUST BLOW-OFF VALVE TO FINISHED GRADE	2	EA	$1,531.00	$3,062.00	$2,303.00	$4,606.00	$3,400.00	$6,800.00
77	629.03 ADJUST VALVE TO FINISHED GRADE	4	EA	$1,473.00	$5,892.00	$1,808.00	$7,232.00	$900.00	$3,600.00
78	629.04 6-INCH WATER LINE RELOCATION	1	LS	$25,750.00	$25,750.00	$23,790.00	$23,790.00	$27,000.00	$27,000.00
79	629.05 8-INCH WATER LINE RELOCATION	2	LS	$27,410.00	$54,820.00	$25,470.00	$50,940.00	$27,500.00	$55,000.00
80	629.06 10-INCH WATER LINE RELOCATION	1	LS	$27,135.00	$27,135.00	$22,242.00	$22,242.00	$28,000.00	$28,000.00
81	630.01 ADJUST SEWER MANHOLE TO FINISHED GRADE	4	EA	$1,473.00	$5,892.00	$1,996.00	$7,984.00	$1,050.00	$4,200.00
82	633.01 TYPE 2 CENTERLINE (RPM)	495	LF	$0.95	$470.25	$2.00	$990.00	$1.00	$495.00
83	633.02 TYPE 4 CENTERLINE (RPM)	524	LF	$0.35	$183.40	$2.00	$1,048.00	$1.00	$524.00
84	633.03 YELLOW TRANSITION (RPM)	520	LF	$1.10	$572.00	$2.00	$1,040.00	$1.00	$520.00
85	633.04 MEDIAN NOSE MARKING	17	EA	$3.05	$51.85	$5.00	$85.00	$5.00	$85.00
86	633.05 TYPE 1 CENTERLINE (RPM)	960	LF	$1.10	$1,056.00	$2.00	$1,920.00	$1.00	$960.00
87	633.06 STORAGE LANE LINE (RPM)	70	LF	$0.60	$42.00	$2.00	$140.00	$1.00	$70.00
88	637.01 DUST CONTROL	1	LS	$35,920.00	$35,920.00	$32,790.00	$32,790.00	$290,000.00	$290,000.00
89	637.02 NPDES DISCHARGE PERMIT	1	LS	$6,500.00	$6,500.00	$25,674.00	$25,674.00	$50,000.00	$50,000.00
	TOTAL BASE BID AMOUNT			**$10,474,239.85**		**$11,063,460.00**		**$11,166,033.00**	
	% Greater than Lowest Responsive & Responsible Bidder					5.63%			

BID ABSTRACT
22.MWA217.C1-SK Gowan North El Capitan - Ann to Centennial
PWP No: CL-2022-284
Bid Date: April 7, 2022

City of Las Vegas - Finance Department
Purchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

				Las Vegas Paving Corporation		TAB Contractors, Inc.		Tand, Inc.		CG&B Enterprises Inc.	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
45	609.02 48-INCH TYPE II STORM DRAIN MANHOLE	14	EA	$20,500.00	$287,000.00	$18,300.00	$256,200.00	$12,000.00	$168,000.00	$14,208.90	$198,924.60
46	609.03 60-INCH TYPE II STORM DRAIN MANHOLE	3	EA	$20,500.00	$61,500.00	$17,320.00	$51,960.00	$18,000.00	$54,000.00	$13,288.99	$39,866.97
47	609.04 72-INCH TYPE II STORM DRAIN MANHOLE	1	EA	$21,000.00	$21,000.00	$18,645.00	$18,645.00	$25,000.00	$25,000.00	$14,910.81	$14,910.81
48	609.05 60-INCH TYPE III STORM DRAIN MANHOLE	1	EA	$21,000.00	$21,000.00	$20,110.00	$20,110.00	$19,000.00	$19,000.00	$15,255.81	$15,255.81
49	609.06 2-FOOT X 2.5-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	9	EA	$11,000.00	$99,000.00	$9,215.00	$82,935.00	$9,500.00	$85,500.00	$6,856.93	$61,712.37
50	609.07 2-FOOT X 3-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	2	EA	$11,600.00	$23,200.00	$10,165.00	$20,330.00	$11,000.00	$22,000.00	$8,437.50	$16,875.00
51	609.08 2-FOOT X 4-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	2	EA	$12,500.00	$25,000.00	$10,865.00	$21,730.00	$12,000.00	$24,000.00	$9,375.90	$18,751.80
52	609.09 2-FOOT X 5-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	1	EA	$14,500.00	$14,500.00	$12,100.00	$12,100.00	$14,000.00	$14,000.00	$11,474.61	$11,474.61
53	609.1 2-FOOT X 6-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	4	EA	$15,500.00	$62,000.00	$13,255.00	$53,020.00	$15,000.00	$60,000.00	$10,644.95	$42,579.80
54	609.11 2-FOOT X 8-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	2	EA	$17,500.00	$35,000.00	$13,840.00	$27,680.00	$17,000.00	$34,000.00	$11,928.90	$23,857.80
55	609.12 2-FOOT X 12-FOOT NDOT TYPE 2B DROP INLET AND CONCRETE APRON	3	EA	$20,000.00	$60,000.00	$14,850.00	$44,550.00	$20,000.00	$60,000.00	$12,280.44	$36,841.32
56	609.13 20-FOOT TYPE DM2 DROP INLET	5	EA	$30,000.00	$150,000.00	$30,300.00	$151,500.00	$38,000.00	$190,000.00	$24,321.56	$121,607.80
57	609.14 20-FOOT TYPE CM DROP INLET	1	EA	$33,000.00	$33,000.00	$33,270.00	$33,270.00	$39,000.00	$39,000.00	$29,925.21	$29,925.21
58	609.15 ADJUST STORM DRAIN MANHOLE TO FINISHED GRADE	1	EA	$1,300.00	$1,300.00	$3,000.00	$3,000.00	$1,600.00	$1,600.00	$1,507.97	$1,507.97
59	609.16 2-FOOT X 3-FOOT NDOT TYPE 2 DROP INLET AND CONCRETE APRON	1	EA	$11,500.00	$11,500.00	$9,580.00	$9,580.00	$12,500.00	$12,500.00	$8,990.61	$8,990.61
60	610.01 RIPRAP (D50 = 8-INCH)	22	CY	$370.00	$8,140.00	$375.00	$8,250.00	$350.00	$7,700.00	$140.99	$3,101.78
61	613.01 TYPE "L" CURB AND GUTTER	24	LF	$50.00	$1,200.00	$110.00	$2,640.00	$150.00	$3,600.00	$69.25	$1,662.00
62	613.02 CONCRETE MEDIAN	209	SF	$40.00	$8,360.00	$45.00	$9,405.00	$22.00	$4,598.00	$18.73	$3,914.57
63	613.03 CONCRETE SIDEWALK DRAIN	1	EA	$2,000.00	$2,000.00	$4,725.00	$4,725.00	$2,800.00	$2,800.00	$1,981.04	$1,981.04
64	619.01 FLEXIBLE MARKER POST	88	EA	$120.00	$10,560.00	$115.00	$10,120.00	$150.00	$13,200.00	$149.50	$13,156.00
65	619.02 OM3-R MARKER POST	1	EA	$170.00	$170.00	$160.00	$160.00	$300.00	$300.00	$316.25	$316.25
66	622.01 CONSTRUCTION SURVEYING	1	LS	$150,000.00	$150,000.00	$79,445.00	$79,445.00	$85,000.00	$85,000.00	$159,316.40	$159,316.40
67	624.01 TRAFFIC CONTROL AND MAINTENANCE	1	LS	$175,000.00	$175,000.00	$445,000.00	$445,000.00	$220,000.00	$220,000.00	$588,774.24	$588,774.24
68	627.01 PERMANENT SIGN (GROUND MOUNTED)	1	EA	$700.00	$700.00	$690.00	$690.00	$1,500.00	$1,500.00	$1,380.00	$1,380.00
69	628.01 TYPE 2 FILM "ONLY"	5	EA	$200.00	$1,000.00	$185.00	$925.00	$450.00	$2,250.00	$402.50	$2,012.50
70	628.02 TYPE 2 FILM FOR ARROWS	8	EA	$140.00	$1,120.00	$135.00	$1,080.00	$450.00	$3,600.00	$402.50	$3,220.00
71	628.03 4-INCH SOLID WHITE LINE (POLYUREA)	1245	LF	$2.00	$2,490.00	$2.00	$2,490.00	$4.00	$4,980.00	$3.51	$4,369.95
72	628.04 YELLOW TRANSITION TYPE II FILM	1980	SF	$8.00	$15,840.00	$8.00	$15,840.00	$9.00	$17,820.00	$8.63	$17,087.40
73	628.05 PAINTED MEDIAN ISLAND	50	SF	$5.00	$250.00	$5.00	$250.00	$5.00	$250.00	$4.14	$207.00
74	628.06 8-INCH SOLID WHITE LINE (POLYUREA)	239	LF	$2.00	$478.00	$2.00	$478.00	$8.00	$1,912.00	$7.02	$1,677.78
75	629.01 ABANDON EXISTING WATER VALVE	2	EA	$1,300.00	$2,600.00	$975.00	$1,950.00	$1,100.00	$2,200.00	$1,333.74	$2,667.48
76	629.02 ADJUST BLOW-OFF VALVE TO FINISHED GRADE	2	EA	$1,600.00	$3,200.00	$1,500.00	$3,000.00	$1,200.00	$2,400.00	$1,588.10	$3,176.20
77	629.03 ADJUST VALVE TO FINISHED GRADE	4	EA	$1,200.00	$4,800.00	$1,500.00	$6,000.00	$1,000.00	$4,000.00	$1,467.72	$5,870.88
78	629.04 6-INCH WATER LINE RELOCATION	1	LS	$26,000.00	$26,000.00	$20,000.00	$20,000.00	$22,000.00	$22,000.00	$15,141.49	$15,141.49
79	629.05 8-INCH WATER LINE RELOCATION	2	LS	$30,000.00	$60,000.00	$21,000.00	$42,000.00	$30,000.00	$60,000.00	$20,622.08	$41,244.16
80	629.06 10-INCH WATER LINE RELOCATION	1	LS	$65,000.00	$65,000.00	$27,000.00	$27,000.00	$32,000.00	$32,000.00	$26,394.43	$26,394.43
81	630.01 ADJUST SEWER MANHOLE TO FINISHED GRADE	4	EA	$1,300.00	$5,200.00	$3,200.00	$12,800.00	$1,500.00	$6,000.00	$1,507.97	$6,031.88
82	633.01 TYPE 2 CENTERLINE (RPM)	495	LF	$2.00	$990.00	$2.00	$990.00	$2.00	$990.00	$1.84	$910.80
83	633.02 TYPE 4 CENTERLINE (RPM)	524	LF	$2.00	$1,048.00	$2.00	$1,048.00	$1.00	$524.00	$0.52	$272.48
84	633.03 YELLOW TRANSITION (RPM)	520	LF	$2.00	$1,040.00	$2.00	$1,040.00	$3.00	$1,560.00	$2.30	$1,196.00
85	633.04 MEDIAN NOSE MARKING	17	EA	$4.00	$68.00	$4.00	$68.00	$12.00	$204.00	$11.50	$195.50
86	633.05 TYPE 1 CENTERLINE (RPM)	960	LF	$2.00	$1,920.00	$2.00	$1,920.00	$3.00	$2,880.00	$2.36	$2,265.60
87	633.06 STORAGE LANE LINE (RPM)	70	LF	$2.00	$140.00	$2.00	$140.00	$3.00	$210.00	$2.30	$161.00
88	637.01 DUST CONTROL	1	LS	$55,000.00	$55,000.00	$66,630.00	$66,630.00	$55,000.00	$55,000.00	$50,451.36	$50,451.36
89	637.02 NPDES DISCHARGE PERMIT	1	LS	$35,000.00	$35,000.00	$27,945.00	$27,945.00	$18,500.00	$18,500.00	$51,750.00	$51,750.00
	TOTAL BID			$11,332,222.00		$11,557,586.00		$11,575,548.00		$13,095,856.21	

BID ABSTRACT
22.MWA217.C1-SK Gowan North El Capitan - Ann to Centennial
PWP No: CL-2022-284
Bid Date: April 7, 2022

City of Las Vegas - Finance Department
Purchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

BID ABSTRACT
22.MWA217.C1-SK Gowan North El Capitan - Ann to Centennial
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				William Charles, Inc.		Contri Construction Company		Harber Company, Inc. (Mountain Cascade of Nevada)						Las Vegas Paving Corporation		TAB Contractors, Inc.		Tand, Inc.		CG&B Enterprises Inc.	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	Bidder's Preference Received			No		No		No													
	Responsive Bidder			Yes																	
	Responsible Bidder			Yes																	
	Department Evaluation Complete			Yes																	
	Award to Low Bidder Recommended			Yes																	
Engineer's Estimate: $10,035,900.00																					

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve award of Contract No. 22.MWA686.D2-JH, Prime Design Services for Utah Avenue - Industrial Road to 3rd Street - Department of Public Works - Award recommended to: VTN NEVADA ($645,676.80 - Road and Flood Capital Projects Fund & Sanitation Enterprise Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $645,676.80
Funding Source: Road and Flood CPF & Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On August 19, 2020, City Council approved a contract with this consultant for services through 30 percent design. This contract will continue design services from 30 percent through final design. Services will include reconstruction of Utah Avenue from the existing Nevada Department of Transportation (NDOT) improvements on the east side of Industrial Road to 3rd Street (approximately 2,000 feet). The project will be a Complete Streets design following the Las Vegas Downtown Centennial Standards. Award of this project is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. VTN Nevada is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 22.MWA686.D2-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
UTAH AVENUE- INDUSTRIAL ROAD TO 3RD STREET

THIS CONTRACT is made and entered into this _____ day of _____, __2022__, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **VTN Nevada**, (the "Consultant"), **a** Corporation, whose address is **2727 S Rainbow Blvd, NV 89146**.

PROJECT DESCRIPTION: This project will advance the 30% design to final design and includes the reconstruction of Utah Avenue from the existing NDOT improvements on the east side of Industrial Road to 3rd Street (approximately 2,000 ft). The project will be a Complete Streets design following the Las Vegas Downtown Centennial Standards including but not limited to the following improvements: roadway reconstruction, curb & gutter, widened sidewalks and amenity zones, street lighting, traffic signal undergrounds at Industrial Road, streetscape trees, street amenities (benches and trash/recycle cans), mid-block alley improvements, Smart City infrastructure, signing, pavement markings, on-street parking, reconstruct driveways and walkways to meet current ADA/PROWAG standards, and other related street improvements. The project also includes alley way improvements between Main Street and Casino Center, and between Main Street and Commerce St, including pavement, streetlight conduit, and lighting. The project will be designed and constructed within the existing right of way. This project will take the current 30% design to a final bid package. The design documents shall also include improvements and rehab/ replacement of the existing sanitary sewer system within the project limits.

W I T N E S S E T H:

WHEREAS, the City intends to construct the Utah Avenue- Industrial Road to 3rd Street (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 CITY RESPONSIBILITIES

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

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

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

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

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

5.1.1 the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the

subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

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

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

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

6.0 TERM OF CONTRACT

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

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

7.0 COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

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

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

10.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

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

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

10.4 ***Ownership of Documents***

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

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

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

10.4.1 ***Delivery of Documents.***

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

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

10.4.2 ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media

of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

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

10.5 ***Insurance***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the

City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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

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

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

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

10.20 ***Claim or Dispute Resolution***

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

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

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each

party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts Date

ATTEST

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

APPROVED AS TO FORM

By: John S. Ridilla 5/24/22
Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

CONSULTANT

By: _____
Robert Hosea,III, PE, PTOE, Principal Date

LIST OF EXHIBITS

EXHIBIT " A "SCOPE OF SERVICES

EXHIBIT " B "REQUIRED SUBMITTALS

EXHIBIT " C "PERFORMANCE SCHEDULE

EXHIBIT " D "FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.1 Project Overview Description

The Scope of Services to be provided under the terms of this agreement address the design and preparation of Contract Drawings, Special Provisions, and Construction Cost Estimate for the advancement of the 30% design to Final design of the reconstruction of Utah Avenue from the existing NDOT improvements on the east side of Industrial Road to 3rd Street (approximately 2,000 ft). The project will be a Complete Streets design following the Las Vegas Downtown Centennial Standards including but not limited to the following improvements: roadway reconstruction, curb & gutter, widened sidewalks and amenity zones, street lighting, traffic signal undergrounds at Industrial Road, streetscape trees, street amenities (benches and trash/recycle cans), mid-block alley improvements adjacent to Main Street, Smart City infrastructure, signing, pavement markings, on-street parking, reconstruct driveways and walkways to meet current ADA/PROWAG standards, and other related street improvements. The project also includes alley way improvements between Main Street and Casino Center, and between Main Street and Commerce St, including pavement, streetlight conduit, and lighting. The project will be designed and constructed within the existing right of way. This project will take the current 30% design to a final bid package.

The design documents shall also include improvements and rehab/replacement of the existing sanitary sewer system within the project limits.

100.2 Construction Cost Budget

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

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II

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

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where only two suitable brand names/model numbers are commercially available

state “or approved equal”. If only one suitable brand name/model number is commercially available provide required documentation per NRS requirements to support single source selection.

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

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

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

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

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

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

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

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

100.6.13 The Consultant acknowledges the City’s requirement to incorporate the City’s **“**Instructions to Bidders”, “General Conditions” and “Special Provisions”, incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant

acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

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

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

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

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

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

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

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

- For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All

electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.

- Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.7 Cost Estimates

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

100.8 Construction Change Orders

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

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

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the

consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

100.9 Responsibilities of the Consultant

The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

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

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase
- Section 103 – 70% Design Phase
- Section 104 – 90% Design Phase
- Section 105 – 100% Design Phase
- Section 106 – Bid Phase
- Section 107 – Construction Phase
- Section 108 – Post Construction Phase

100.10 Responsibilities of the City

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

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

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

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

100.11 City's Review Process

100.11.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

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

inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

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

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.2 Consultant shall attend approximately twelve (12) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

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

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

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

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

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

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

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

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

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

101.3.9 **Deliverables**: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final bond with impacted utilities approval signatures.

101.4 Project Permits – NOT USED

101.5 Public Outreach – NOT USED

101.6 Coordination with Other Projects

101.6.1 The consultant shall coordinate and cooperate with the adjacent projects to provide and obtain available records and information regarding the existing and proposed improvements, as applicable, and to determine where there may be conflicts.

102 30% DESIGN PHASE

102.1 Survey

102.1.1 **General**

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

- General. The project will utilize the control survey prepared during the 30% design phase.

102.1.2 **Control Survey – NOT USED**

- General. A control survey will be performed to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. This will include all control panels/targets set for the purpose of aerial mapping or LiDAR scanning.
- Horizontal Coordinate System. The control survey shall utilize the official City of Las Vegas horizontal coordinate system defined as follows. The geodetic datum and current reference frame is NAD 83 (2011) epoch 2010.0 as determined by the reference stations that comprise the Las Vegas Valley Water District GPS network. The use of any other geodetic datum and reference frame will require approval of the City Surveyor. The mapping projection is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. For more detailed information on the datum, GPS network and NCRS please visit the following webpage: lasvegasnevada.gov/survey.

- Vertical Control. The control survey shall utilize the official City of Las Vegas Vertical Control Network defined as follows. The vertical datum is NAVD88 as adjusted by the City in 2008, referred to as the CLV 2008 Adjustment. The Control Network is comprised of City of Las Vegas benchmarks. Only benchmarks with a published CLV 2008 Adjustment elevation shall be used. For more detailed information on the benchmarks please visit the following webpage: lasvegasnevada.gov/survey. Large projects that extend more than one-half mile in any direction shall be tied to multiple benchmarks, with no portion of the project being more than one-half mile from a project benchmark.
- Accuracy. The control survey shall have an absolute horizontal accuracy of +/- 0.05 feet relative to the project coordinate system, which meets positional certainty requirements for High Urban Land Boundary Surveys per NAC 625.666. All points used to control aerial mapping, lidar scanning and traditional optical survey methods shall have an absolute vertical accuracy of +/- 0.05 feet (relative to the project benchmarks), as permitted by the positional certainty requirements for Control Surveys per NAC 625.666.
- Boundary Control. The control survey shall incorporate sufficient survey monumentation to establish the following cadastral linework: roadway alignments, right-of-way lines, property lines and easement lines necessary for the limits and purpose of the project. Complete research of existing recorded maps, surveys, land records, and any other pertinent records shall be performed.
- Monumentation. All roadway centerline and Public Lands Survey System (PLSS) monuments within the limits of the project's proposed construction activities (not already included as part of the boundary control survey) shall be incorporated within the control survey.
- Survey Control Map. A Survey Control Map shall be prepared showing all horizontal control, vertical control and boundary control monuments included in the control survey with the relevant horizontal coordinates and elevations annotated. It shall also show all roadway alignments, right-of-way lines, property lines and easement lines established for the project along with all necessary annotation to describe the geometry of this linework.
- Record-of-Survey. Unless waived by the City Surveyor the Survey Control Map shall be formatted as a Record-of-Survey. If the Record-of-Survey requirement was waived, the completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.

102.1.3 **Topographic Survey**

- General. Based on the project control survey a topographic survey of all surface features within the project limits will be performed to serve as the base model for all engineering design. The topographic survey will consist of two primary components, 2D planimetrics of existing features and a 3D digital terrain model (DTM).
- Standard Accuracy. Except when authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.05 feet between any two points within 100 feet of each other.
- Accuracy with Aerial Mapping. When authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.3 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have a relative horizontal accuracy of +/- 0.1 feet between any two points within 100 feet of each other. The survey shall have an absolute vertical accuracy of +/- 0.5 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.1 feet between any two points within 100 feet of each other.
- Verification. Sufficient verification check measurements shall be performed to ensure the survey data meets required accuracies. This applies to aerial mapping and LiDAR scanning data obtained from a third party vendor, as well as all data obtained through field measurements.
- Limits of Survey. The design engineer shall provide detailed topographic survey limits including any areas outside the right-of-way and/or behind the back of walk. If survey is required within an enclosed area on private property, permission for access shall be obtained by the design engineer. The project may require multiple noncontiguous survey areas.
- Topographic Features. The following surface features are to be included (but not limited to): curbs, gutters, pavement edges, gradebreaks (improved and unimproved surfaces), traffic markings, signs, walls, fences, buildings, vegetation, manholes, vaults, pullboxes, pedestals, utility poles, drop inlets, and street and park furniture.

- Planimetrics Content and Level of Detail. The planimetrics data shall at a minimum indicate the following information about all topographic features within the requested survey limits: curb widths, wall and fence type, wall widths, gate locations, ground surface types (e.g., concrete, asphalt, concrete pavers, grass, decorative rock, etc.), identification of all utility features (if possible), defined boundaries of all surface utilities larger than 2.5 feet in either direction (vaults, cabinets, etc.), building footprints (not envelopes), and complete pavement markings. **These requirements also apply to any areas where aerial mapping has been authorized**.
- DTM Structure and Level of Detail. The survey for the existing ground DTM shall include all gradebreaks modeled as breaklines within the survey limits including the following: breaklines that define the wings and backs of sidewalk ramps and driveways, the top and bottom of curb faces, lip of gutters, pavement edges, steps, top and toe of slopes, and flowlines. All breaklines shall be measured at minimum 50 foot intervals. In areas with very little slope tighter intervals may be necessary. The DTM shall also include spot elevations to determine all high and low points, and sufficient spot elevations to define relatively flat areas measured at minimum 50 foot grid intervals. In areas with very little slope tighter intervals may be necessary. No data shall be visible outside the surveyed area, including "voids" within buildings or large structure where no survey measurements were obtained. This can be accomplished using interior and exterior surface boundaries within Civil 3D. The DTM shall be presented as a single Civil 3D surface object, even if there are separated survey areas, so only a single existing ground DTM has to be referenced by the design engineer. This can be accomplished using hide and show boundaries within Civil 3D. **These requirements also apply to any areas where aerial mapping has been authorized.**
- Remote Mapping. All data captured through LiDAR scanning, photogrammetric drone mapping, and when authorized, manned aerial mapping is to be completely combined with all field survey data. Separate files containing data from different collection methods will not be accepted.
- **Deliverables:** The updated topographic survey files shall be incorporated into the 70% Design submittal and include: (1) A CAD file containing the survey planimetrics (2D linework and symbology); (2) A CAD file containing the existing ground DTM represented as a single Civil 3D surface; (3) all field raw data files, field notes, field survey points, raw aerial mapping CAD files, LiDAR point clouds, photogrammetric drone image files, and all ground control data used for any remote (aerial, LiDAR, drone) mapping methods. These files are to be prepared under the supervision of the project's Professional Land Surveyor unless prepared by a third-party remote mapping vendor.

102.1.4 **Utility Survey**

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

- **Deliverables:** Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

102.1.5 **Legal Descriptions**

- General. Any legal descriptions required for right-of-way and/or easement acquisitions (or any other property transactions) shall be prepared by the primary project surveyor.
- Format. All legal descriptions shall be formatted as recordable 8.5x11 documents. They shall be prepared as metes and bounds, strip, or other mathematical-type descriptions which allow for the calculation of an accurate and true area. Any existing roadway alignments, right-of-way lines, property lines or easement lines used within the legal description shall have been "surveyed" and incorporated within the project control survey. The legal descriptions shall not contain the purpose of the legal description (i.e., no mentions of right-of-way dedication, traffic signal easement, fire hydrant easement, etc.). They shall be sealed by a Professional Land Surveyor.
- **Deliverables:** All legal descriptions shall be submitted for review. PDF copies are acceptable as preliminary submittals, and hardcopies with original signatures will be requested upon approval. Include copies of any documents referenced in the legal description that predate what can be acquired through the County Assessor's webpage with the initial submittal of any legal description. A maximum of five (5) Legal Descriptions are estimated for this project.

102.1.6 **AEP Exhibits**

- Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits showing the location of Authorization to Enter Property (AEP) and the nature of the construction. AEP's are submitted for the first time at the 90% submittal. A maximum of sixty (60) AEP's are estimated for this project.
- The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

102.2.1 Consultant's professional land surveyor (Surveyor) will thoroughly conduct research of all available public records necessary to identify and establish the right-of-way limits. This shall include an investigation of all applicable Bureau of Land Management (BLM) files located at their Las Vegas Field Office whenever any portion of the proposed project area occupies BLM property. When available the City shall provide right-of-way records, studies and other available information. Surveyor will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. Consultant will prepare property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Survey & Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Survey & Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

Title reports are not anticipated to be necessary for this project. If title reports are needed, they will be obtained and reviewed by the City.

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

102.2.3 30% Submittal. NOT USED.

102.2.4 70% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show all needed right-of-way, easements, AEP's, and license agreements, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.5 90% Submittal. Consultant shall update the exhibits showing the acquired right-of-way, easements license agreements, and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.6 100% Submittal. Consultant shall update the exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, license agreements, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

102.2.7 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table, verify existing property owner information and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

102.2.8 **Deliverables:** Exhibits at the 70%, 90% and 100% submittals as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7.

102.3 Records Review, Information Research and Analysis of Data

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

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

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

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task. - NOT USED

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 **Work Standards**

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

102.4.2 **Quality Level D Tasks**

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

- Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

102.4.3 **Quality Level C Tasks**

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

102.4.4 **Quality Level B Task*s***

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

102.4.5 **Quality Level A Tasks**

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet::
    - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
    - Elevation of existing grade over utility at test hole.
    - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
    - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
    - Approximate centerline bearing of utility line.
    - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
    - Utility structure material composition, when reasonably ascertainable.
    - Identity of benchmarks used to determine elevations.
    - Utility facility condition.
    - Pavement thickness and type when applicable.
    - Soil type and site conditions.
    - Identity of utility owner/operator.
    - Other pertinent information as is reasonably ascertainable from test hole.
- Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- A total of thirteen (13) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update “Existing Utility Location Plan”, plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.

- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the indicated quality level of depicted information

102.4.6 **SUE Deliverables**

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

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal: - NOT USED

102.6 30% Design Phase Submittal – NOT USED

102.6.1 **30% Design Phase Plans – NOT USED**

102.6.2 **Preliminary Design Report – NOT USED**

102.6.3 **Deliverables: NOT USED**

102.6.4 **Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.6 – NOT USED**

102.7 Walk Through – NOT USED

102.8 Overall Project Scope, Schedule and Budget Review – NOT USED

103 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Draft Final Design Report and Detailed Hydraulic Analysis – **NOT USED**

103.1.2 **70% Design Phase Plans** – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include all items from the previous submittal, and the following:

- Roadway Plan and Profiles (Including centerline and top of curb profiles)
- Construction Details
- Storm Drain Plan and Profiles (including lateral plan and profiles)
- Storm Drain Details
- Existing Utility Location Plan (SUE Plans) (including pothole information)
- Grading Details for all sidewalk ramps
- Special Details as required for the Project
- ITS/FAST Interconnect Plans
- Typical Cross Section Sheets

- Street Lighting Plans
- Traffic Striping and Signage Plans
- Sanitary Sewer Plans

- **Deliverables:** Submit five (5) copies of 11"x17"half scale plans and all associated electronic files to the City (including DWG and PDFs): Submit to RTC per agency requirements; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.3 **70% Design Phase Construction Cost Estimate** - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

- **Deliverables:** Submit the 70% cost estimate by funding source to the City in electronic format (excel spreadsheet and PDF formats); Submit to RTC per agency requirements. The cost estimate breakdown by funding source may include, but is not limited to RTC, CLV Sanitation, etc

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

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

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

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

103.2 ***70% Walk Through*** - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

104 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 **Final Design Report** – **NOT USED**

104.1.2 **90% Design Phase Plans** – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions and shall be checked against the geotech report to verify compatibility of the design. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements.

- **Deliverables**: Submit five (5) copies of 11"x17" plans and all associated electronic files to the City (including DWG and PDF): Submit the 11"x17" plans, to RTC per agency requirements; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.3 **90% Design Phase Construction Cost Estimate** - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

- **Deliverables**: Submit the 90% cost estimate by funding source to the City in electronic format (excel spreadsheet and PDF formats); Submit the 90% cost estimate RTC per agency requirements.

104.1.4 **90% Design Phase Special Provisions** - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

- **Deliverables:** Submit five (5) copies of the bound Special Provisions and all associated electronic files to the City (DOC with track changes and PDF); Submit Special Provisions to RTC per agency requirements.

104.1.5 **ADA/PROWAG Design Memorandum** – Consultant shall finalize the Design Memorandum prepared with the 70% plans and be responsible to keep this document current through construction completion with any changes that would impact the locations not designed to PROWAG.

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

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

104.2 BUY AMERICA(N) COMPLIANCE. **NOT USED**

104.3 90% Walk Through – NOT USED

104.4 Bidability and Constructability (B&C) – NOT USED

104.5 Project Presentations – NOT USED

104.6 Finalize Permit Applications – NOT USED

105 100% DESIGN PHASE

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

105.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit two copies of the 11"x17" plans, all associated electronic files, two copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit to RTC per agency requirements. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

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

106 BID PHASE

106.1 Pre-Bid Conference – NOT USED

106.1.1 The Consultant shall attend the pre-bid conference

106.2 Bid Requests and Responses

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

106.3 Bid Opening

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

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

106.4 Conformed Contract Documents

106.4.1 Subsequent to bid opening, the Consultant shall prepare and issue a conformed set of Contract Documents including specifications and drawings which incorporate any modifications and/or clarifications issued during the Bid Phase. Within 14 calendar-days after bid opening, the consultant shall submit two copies of the 11"x17" plans, two full-size plans, all associated electronic files, three copies of the bound Special Provisions to the City. Both the hard-copy and electronic versions shall be clearly marked as "Conformed" and include the date of issuance.

107 CONSTRUCTION PHASE – TO BE PERFORMED AS ADDITIONAL SERVICE

107.1 Pre-Construction Meeting

107.1.1 The Consultant shall attend the pre-construction meeting.- NOT USED

107.2 Submittal Review

107.2.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; review Contractor's submittals (such as value engineering items, sample products, etc.).

107.3 Construction Support Services

107.3.1 The Consultant's support services during the construction phase of the project include but are not limited to:

- Project Site Visits to examine construction work
- Attend construction progress meetings, as necessary
- Respond to Contractor's Request for Information (RFI)
- Additional Design as needed to address RFIs
- Assist with the processing of construction change orders
- Third Party review of change order costs
- Attend final walk-through
- Assist with the punch list preparation

108 POST CONSTRUCTION PHASE – TO BE PERFORMED AS ADDITIONAL SERVICE

108.1 Record Drawings

108.1.1 As an additional service to be authorized by the City, Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the

Contractor using the software package AutoCAD Civil 3D version 2018 or newer. The Consultant shall prepare and submit one (1) set of completed documents in electronic format and signed (but not sealed) reproducible format to the City. [NOTE TO SCOPE WRITER, in general, as-builts are prepared by the contractor and City construction management staff and scanned for submittal to the City Plans Library – include "Completion of Record Drawings" if the Consultant is expected to provide as-builts.]

- ***Deliverables*:** As-builts

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

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

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

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	N/A	Previously Completed
70% DESIGN PHASE	180	
90% DESIGN PHASE	150	From receipt of 70% City comments
100% DESIGN PHASE	90	From receipt of 90% City comments
BID PHASE	90	Includes 2 weeks for Mylar cover signatures and P&C time to prepare and bid project
TOTAL CALENDAR DAYS TO COMPLETE:	**510**	

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

303 CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$645,676.80.** Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a **multiplier of 3.2**, plus approved non-salary expenses identified in Section 7.4 and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$525,676.80	

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

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

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

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 13,888.00
101.2	Kick-Off Meeting and Progress Meetings	$ 10,752.00
101.3	Utility and Agency Coordination	$ 15,846.40
101.6	Coordination with Other Projects	$ 5,248.00
101	**Subtotal Fee**	$ 45,734.40
102	**30% DESIGN PHASE**	
102.1.3	Topographic Survey	$ 12,928.00
102.1.4	Utility Survey	$ 7,961.60
102.1.5	Legal Descriptions (5 Legals)	$ 6,092.80
102.1.6	AEP Exhibits (60 AEPs)	$ 25,369.60
102.2	Right-of-Way	$ 1,888.00
102.3	Records Review, Information Research and Analysis of Data	$ 4,800.00
102.4	Subsurface Utility Engineering (SUE) Services	$ 25,835.20
102.4 A	Subsurface Utility Engineering (SUE) Services	$ 9,460.00
102	**Subtotal Fee**	$ 94,335.20
103	**70% DESIGN PHASE**	
103.1.2	70% Design Phase Plans	$ 164,220.00
103.1.2 A	70% Design Phase Plans	$ 10,080.00
103.1.3	70% Design Phase Construction Cost Estimate	$ 7,014.40
103.1.3 A	70% Design Phase Construction Cost Estimate	$ 1,260.80
103.1.4	ADA/PROWAG Design Memorandum	$ 1,120.00
103.1.5	Quality Control/Quality Assurance Review	$ 5,120.00
103.2	70% Walk Through	$ 2,112.00
103	**Subtotal Fee**	$ 190,927.20
104	**90% DESIGN PHASE**	
104.1.2	90% Design Phase Plans	$ 104,674.40
104.1.2 A	90% Design Phase Plans	$ 6,425.60
104.1.3	90% Design Phase Construction Cost Estimate	$ 2,803.20
104.1.3 A	90% Design Phase Construction Cost Estimate	$ 1,260.80
104.1.4	90% Design Phase Special Provisions	$ 11,276.80
104.1.4 A	90% Design Phase Special Provisions	$ 1,433.60
104.1.5	ADA/PROWAG Design Memorandum	$ 2,752.00
104.1.6	Quality Control/Quality Assurance Review	$ 2,240.00
105	**Subtotal Fee**	$ 132,866.40
105	**100% DESIGN PHASE**	
105.2	100% Pre-Final (Bond) Submittal	$ 35,282.20
105.2 A	100% Pre-Final (Bond) Submittal	$ 2,892.80
105.3	100% Final (Mylar) Submittal	$ 10,951.40
105.3 A	100% Final (Mylar) Submittal	$ 2,473.60
105	**Subtotal Fee**	$ 51,600.00
106	**BID PHASE**	
106.1	Pre-Bid Conference - NOT USED	$ -
106.2	Bid Requests and Responses	$ 5,879.20
106.3	Bid Opening	$ 384.00
106.4	Conformed Contract Documents	$ 3,950.40
106	**Subtotal Fee**	$ 10,213.60
	Total Basic Services Hours	3,507
	Total Basic Services Fee	$ 525,676.80

402 ADDITIONAL SERVICES ALLOWANCE

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

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$120,000.00	See list below.

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

- Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- Additional Topographic Survey – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- As-Builts – As requested by the City, Consultant shall provide As-Builts.
- Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- Dam Safety Permit – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
- Drainage Study – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- Facility Specific Environmental Assessment – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- Hydrology and Hydraulics – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- Master Plan Amendment – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- Removal of Inflow/Infiltration Sources to Sanitary Sewer System – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
- Right-of-Way – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
- Section 404 Permit Application – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

- Sewer Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- Slope/Embankment Design – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
- Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
- Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities
- Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

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

CLASSIFICATION	**MAXIMUM HOURLY RATE**
Principal	$75
Project Manager	$65
Sr. Project Engineer	$60
Project Engineer	$55
Senior Designer	$47
Technician / Designer	$40
Engineering Intern	$40
CAD Tech	$37
Clerical	$35
PLS	$65
LSI	$40
2-Man Survey Crew	$80

501 ADDITIONAL SERVICES RATES

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

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

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 75,000.00**
	Construction Assistance	**$ 45,000.00**
	Total Additional Services - Hours	
	Total Additional Services - Fee	**$ 120,000.00**

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

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

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: David Morreale, P.E.

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

601 CONSULTANT'S PROJECT STAFF

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

601.2 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Robert C. Hosea, III, P.E., PTOE

601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Gene D. Krametbauer, PLS

601.4 PROJECT MANAGER: Robert C. Hosea, III, P.E., PTOE

601.4.1 RESPONSIBLE IN CHARGE PERSON:
List name of individual Engineer as licensed: Robert C. Hosea, III, P.E., PTOE

601.4.2 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 10112

602 CONSULTANT'S SUBCONSULTANTS

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

602.2 AERIAL MAPPING: NOT USED

602.3 ENVIRONMENTAL: NOT USED

602.4 CIVIL ENGINEER: VTN Nevada

602.5 STRUCTURAL ENGINEER: NOT USED

602.6 MECHANICAL ENGINEER: NOT USED

602.7 ELECTRICAL ENGINEER: TJK Consulting Engineers, Inc.

602.8 LANDSCAPE DESIGN: SLA Land Architects

602.9 INDEPENDENT COST ESTIMATOR (NOT the Consultant): NOT USED

602.10 GEOTECHNICAL ENGINEER: NOT USED

602.11 LAND SURVEYOR: VTN Nevada

602.12 POTHOLING: KCI Technologies Inc.

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

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

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

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

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

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

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

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

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: VTN Nevada	
Address: 2727 S Rainbow Boulevard	**City / ST / Zip:** Las Vegas, NV 89146
Telephone: (702) 873-7550	**EIN or DUNS :** 88-0087383
Block 2: Description / Subject Matter of Contract	
Services for: Design of Utah Avenue- Industrial Road to 3rd Street	**Project Number:** 22.MWA686.D2-JH

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Gene D. Krametbauer / President	2727 S Rainbow Blvd, Las Vegas, NV 89146	(702) 873-7550
2	Robert C Hosea, III / Treasurer	2727 S Rainbow Blvd, Las Vegas, NV 89146	(702) 873-7550
3	David Edwards / Secretary	2727 S Rainbow Blvd, Las Vegas, NV 89146	(702) 873-7550
4	Anthony Zicari / Principal	2727 S Rainbow Blvd, Las Vegas, NV 89146	(702) 873-7550
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: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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.

TIFFANI LOUISE GULBRANSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 20-0315-01
MY APPT. EXPIRES JANUARY 21, 2024

Signature

4.27.2022
Date

Subscribed and sworn to before me this 27th day of April, 2022

Notary Signature

Rev 06.2018

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: VTN Nevada	
Address: 2727 S Rainbow Boulevard	**City / ST / Zip:** Las Vegas, NV 89146
Telephone: (702) 873-7550	**EIN or DUNS :** 88-0087383
Block 2: Description / Subject Matter of Contract	
Services for: Design of Utah Avenue- Industrial Road to 3rd Street	**Project Number:** 22.MWA686.D2-JH

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Gene D. Krametbauer / President	2727 S Rainbow Blvd, Las Vegas, NV 89146	(702) 873-7550
2	Robert C Hosea, III / Treasurer	2727 S Rainbow Blvd, Las Vegas, NV 89146	(702) 873-7550
3	David Edwards / Secretary	2727 S Rainbow Blvd, Las Vegas, NV 89146	(702) 873-7550
4	Anthony Zicari / Principal	2727 S Rainbow Blvd, Las Vegas, NV 89146	(702) 873-7550
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: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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.

TIFFANI LOUISE GULBRANSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 20-0315-01
MY APPT. EXPIRES JANUARY 21, 2024

Signature

4.27.2022
Date

Subscribed and sworn to before me this 27th day of April, 2022

Notary Signature

Rev 06.2018

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve award of Contract No. 22.MWA953-JH, Prime Design Services for Doolittle Community Center Campus Master Plan, located at 1950 North J Street - Department of Public Works - Award recommended to: KME ARCHITECTS ($250,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $250,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The project will include programing and community outreach, and concept design for the overall building and site master plan, for the Doolittle Community Center Campus. Award of this project is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. KME Architects is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 22.MWA953-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
DOOLITTLE COMMUNITY CENTER CAMPUS MASTER PLAN

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, and **KME ARCHITECTS**, (the "Consultant"), **a CORPORATION,** whose address is **8367 W. FLAMINGO, STE #100, LAS VEGAS, NEVADA 89147**

PROJECT DESCRIPTION: Programing and Community Outreach, and Concept Design for the overall Building and site Master Plan.

W I T N E S S E T H:

WHEREAS, the City intends to construct the DOOLITTLE COMMUNITY CENTER CAMPUS MASTER PLAN (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

1.3 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements,

Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

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

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

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

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

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

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

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

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

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

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

2.0 CITY RESPONSIBILITIES

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

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

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

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

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

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

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

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

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

6.0 TERM OF CONTRACT

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

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, Exhibit "D" attached hereto, pursuant to invoices submitted in accordance with Section 7.4 of this Contract.

7.2 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.3 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.

7.4 **Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A (Scope of Services) and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the

problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

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

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

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

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

10.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

In the event that the City elects to implement 10.3.1 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

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

10.4.1 ***Delivery of Documents.***

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any

and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

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

10.5 ***Insurance***

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

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

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

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability

Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

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

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

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

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

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

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

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

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

the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

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

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

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

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

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

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

10.8 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any

other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

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

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

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

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

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

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

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

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

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

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

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an

action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

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

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

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

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

10.15.3 *Nevada Public Records Act*. Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify

Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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

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

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

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

10.20 ***Claim or Dispute Resolution***

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

10.20.2 ***Resolution by Management. The*** City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 5/25/22
Deputy City Attorney

John S. Ridilla
Chief Deputy City Attorney

KME ARCHITECTS

By: _____ 5/26/2022
MELVIN GREEN, PRINCIPAL

LIST OF EXHIBITS

EXHIBIT " A " **SCOPE OF SERVICES**

EXHIBIT " B " **REQUIRED SUBMITTALS**

EXHIBIT " C " **PERFORMANCE SCHEDULE**

EXHIBIT " D " **FEE BREAKDOWN**

EXHIBIT " E " **COMPENSATION**

EXHIBIT " F " **KEY PERSONNEL LIST**

EXHIBIT " G " **EXAMPLE INVOICE**

EXHIBIT " H " **CERTIFICATE OF DISCLOSURE**

EXHIBIT A

SCOPE OF SERVICES

100 GENERAL

100.100.1 Upon authorization to proceed as described in Exhibit "C", the Consultant shall provide the following in accordance with the Schedule (Exhibit "C") included herein.

100.100.2 PROJECT SITE DESCRIPTION

100.2.a The Project improvement area, which may be adjusted as the Project develops, is described as:

- Entire area of assessor's parcel number(s): 13921703016

1. **Programming & Community Outreach**
    a. Develop design criteria to enhance and reinforce the campus character that will establish and ensure the continuity and visual attractiveness of the overall site should phasing occur.
    b. Develop a building program for the Master Plan. The Building Program will break down all assignable space within all proposed buildings of the Master Plan and include a matrix of physical components within the buildings and potential future facilities requirements.
    c. KME will review background information and documentation provided by City of Las Vegas. Provide identification of key external and internal stakeholders. Create planning schedules for stakeholders' interviews and meetings, facilitation of surveys, interviews, and meetings.
    d. KME will identify potential benefits to the community. KME will identify services and space priorities. KME will gather/review the following data: Demographics, Technology needs, Development issues, and Analysis of Technology and Community Meeting Spaces.
    e. Provide a well-rounded grassroots outreach plan consisting of S.T.E.P (Strategy, Tactics, Execution, and Planning) to engage residents who live, work, and are considered stakeholders in the target area.
    f. Conduct Town Hall Meetings to share the schedule, progress, and site information, bring in some of the plans to share with the groups and ask for their opinions.

2. **Concept Design (Overall Building & Site Master plan)**
    a. Review and provided recommendations to the Project team for the preliminary Project site.
    b. Participate in collaboration sessions with the design team to establish the overall Master Plan Concept in regard to open space.
    c. Evaluate and produce a report of possible phasing options for the campus open space improvements.
    d. As part of the conceptual design, KME Architects and its Consultants will provide a site plan to consider flow of pedestrian, transport and vehicular traffic based upon the project requirements set forth in the program and the project budget.
    e. KME Architects shall prepare conceptual design documents illustrating the scale and relationship of buildings and site components to effectively convey the inspiration and vision for the buildings/master plan that incorporates accurate square footage of the site and building spaces.

f. KME Architects shall provide a preliminary analysis of planning, zoning, and building site.
g. KME Architects shall provide site analysis for relationship of the building to the site for views, environment, access, enjoyment, and services.
h. Attend meetings with City of Las Vegas Staff and Stakeholders. Attend meeting with Planning Department for Site Development Review.
i. KME Architects shall provide visualization exhibits to convey conceptual design (site plan, landscape plan, floor plan, building elevations, and 3-D Rendering).
j. Provide high level costs per square foot per building and site program from available project details and include assumptions or allowances for other items. Cost add mark-ups will be evaluated and assessed and be inclusive of direct construction costs, GC general conditions and requirements, bonds, insurances, GC fee's, design contingencies, escalation, and construction contingencies (if applicable) over the design phase. Prepare and deliver the finalized cost estimate package and walk project team through the findings.

100.100.3 PROJECT PROGRAM

100.3.a The Project program, which may be altered as the Project develops, contains the following:
100.3.b Approximate gross building square footage: TBD
100.3.c Improvement description: TBD

100.100.4 CONSTRUCTION COST BUDGET

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

100.4.b ***Construction Cost Budget***: TBD

100.100.5 CHANGES TO SCOPE OR SERVICES

100.5.a The following scope of services is in addition to the scope required elsewhere in this Contract. This scope is to be considered preliminary and may be altered as the Project develops.

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

100.5.c ***CHANGE IN SCOPE***. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Contract by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.5.d The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Contract and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.100.6 GENERAL REQUIREMENTS

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

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

100.6.c All Drawings shall be prepared using AutoDesk's AutoCAD 2018 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2016 or newer release.

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

100.6.e Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

100.6.f Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.6.g Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements required in this Contract.

100.6.h Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements

listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

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

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

100.6.k The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the latest adopted versions of the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

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

100.6.m All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

100.6.n The Consultant shall insure that the new design contains no asbestos containing building materials of any kind.

100.6.o The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of

these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

100.6.p No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.6.q Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

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

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

- ***The Consultant shall provide***:

  - Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
  - Information using the forms, screen views, and information fields provided in the software and training materials.
  - 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.
  - CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.
  - Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant

after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.100.7 **DEFINITIONS**

100.7.a "***Construction Cost Estimate***" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.7.b "***Contractor***" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.c "***Drawings and Specifications***" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.100.8 **CITY'S REVIEW PROCESS**

100.8.a Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

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

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

100.8.d After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

101 THE CITY'S RESPONSIBILITIES

100.101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

100.101.2 **The City shall provide the Consultant with**:

101.2.a Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.b Project budget and the amount of the Construction Cost Budget.

101.2.c Project schedule.

101.2.d Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.2.e Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.f Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

100.101.3 **The City shall**:

101.3.a Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.b Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.c Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

102 THE CONSULTANT'S RESPONSIBILITIES

100.102.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

102.1.a Responsibilities Specific to this Project for Various Phases

102.1.b Programming and Conceptual Design Phase

102.1.c NOT INCLUDED IN THIS CONTRACT Schematic Design and Master Planning Phase

102.1.d NOT INCLUDED IN THIS CONTRACT Design Development Phase

102.1.e NOT INCLUDED IN THIS CONTRACT Construction Document Phase

102.1.f NOT INCLUDED IN THIS CONTRACT Bidding Phase

102.1.g NOT INCLUDED IN THIS CONTRACT Construction Administration Phase

102.1.h NOT INCLUDED IN THIS CONTRACT Post Construction Phase

103 RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

100.103.1 ***NOT INCLUDED IN THIS CONTRACT Survey***

103.1.1 General

- Professional Land Surveyor. All survey work performed for the tasks listed in this section shall be performed under the direct supervision of a Professional Land Surveyor (PLS) currently registered in the State of Nevada, excluding any aerial mapping or LiDAR scanning performed by a third-party vendor.
- Fee Breakdown. All survey fees shall be separated into the following items (unless requested otherwise by the City Surveyor):
    - Control Survey
    - Topographic Survey
    - Utility Survey
    - Legal Descriptions.

103.1.2 Control Survey

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

- Deliverables. **The control survey shall be submitted and approved before the 30% design submittal will be accepted.** The "Control Survey Submittal" shall include: (1) a preliminary PDF file of the completed Survey Control Map (record-of-survey or plan sheets); (2) a CAD file containing all cadastral linework; (3) a point file containing all survey control points if not contained in the CAD file; (4) all field raw data files and field notes pertaining to the control survey.

103.1.3 Topographic Survey

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

boundaries within Civil 3D. **These requirements also apply to any areas where aerial mapping has been authorized.**

- Remote Mapping. All data captured through LiDAR scanning, photogrammetric drone mapping, and when authorized, manned aerial mapping is to be completely combined with all field survey data. Separate files containing data from different collection methods will not be accepted.
- Deliverables. The topographic survey files shall be incorporated into the first design submittal and include: (1) A CAD file containing the survey planimetrics (2D linework and symbology); (2) A CAD file containing the existing ground DTM represented as a single Civil 3D surface; (3) all field raw data files, field notes, field survey points, raw aerial mapping CAD files, LiDAR point clouds, photogrammetric drone image files, and all ground control data used for any remote (aerial, LiDAR, drone) mapping methods. These files are to be prepared under the supervision of the project's Professional Land Surveyor unless prepared by a third-party remote mapping vendor.

103.1.4 Utility Survey

- General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 103.1.3 of this document.
- Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as "dips" or "inverts"). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB's where directly measuring the pipes are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**
- Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.
- Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted.
- Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.
- Deliverables. Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

103.1.5 Legal Descriptions

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

documents referenced in the legal description that predate what can be acquired through the County Assessor's webpage with the initial submittal of any legal description.

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

100.103.2 NOT INCLUDED IN THIS CONTRACT HAZARDOUS MATERIALS SURVEY

103.2.a The Consultant shall provide a hazardous material survey and abatement report of the existing structures located on the Project site, in compliance with NRS 338.195 and other regulatory authorities overseeing the presence and abatement of asbestos.

NRS 338.195 Survey for presence of asbestos required before renovation or demolition of public building.

- No public building or other public structure may be renovated or demolished until a survey of the building or structure has been made for the presence of asbestos or material containing asbestos.

- As used in this section, "material containing asbestos" has the meaning ascribed to it by the Division of Industrial Relations of the Department of Business and Industry pursuant to NRS 618.765.(Added to NRS by 1989, 1280; A 1993, 1567)

100.103.3 NOT INCLUDED IN THIS CONTRACT LEED CERTIFICATION EQUIVALENT

103.3.a The City has mandated that new, occupied public buildings constructed by and for the City are to be built to LEED (Leadership in Energy and Environmental Design) Certified Silver level or higher standards.

103.3.b Facilities will be considered LEED equivalent when all identified LEED goals.

103.3.c Certification summary reports are required; however, submission of LEED certifying documents to the US Green Building Council (USGBC) are not required.

100.103.4 COST ESTIMATES

103.4.a The Consultant shall prepare and provide a detailed Independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the CSI UniFormat II style. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.4.b If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

100.103.5 GOVERNMENTAL AND AGENCY APPROVALS

103.5.a **SCOPE OF SERVICES**. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

- ***General Plan Amendment.*** If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

- ***Rezoning***. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

- ***Site Development Plan Reviews.*** Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

- ***Variance and Special Use Permit.*** Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

- ***Mapping.*** Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Contract.

- ***Utilities***. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

- ***Flood/Hydrology Reports.*** Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Public Works Department, including a Drainage Compliance Report.

- ***Traffic Study.*** If requested by the City, traffic studies shall be provided as an Additional Service.

- New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

    - Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

    - Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

103.5.b SUBMIT, REVIEW AND INCORPORATE. Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency,

noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.5.c Complete, stamp and sign, and submit the Desert Conservation Plan Form at the time of grading permit submission or any other permit submission that may occur prior to a grading permit submission.

103.5.d FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

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

103.5.f APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

100.103.6 GEOTECHNICAL DATA

103.6.a GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

103.6.b GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

103.6.c GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

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

103.6.e SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

103.6.f NUMBER OF SOIL BORINGS. The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

100.103.7 NOT INCLUDED IN THIS CONTRACT BUY AMERICA(N) COMPLIANCE.

103.7.a Consultant and subconsultants at all tiers shall:

- Verify that each product model specified is in compliance with the appropriate Buy America or Buy American provisions as directed by the City's Representative. Verification shall generally consist of a copy of a letter, notice, or web page from the material manufacturer, supplier or vendor stating the specified material's compliance with the specific required Buy America(n) act or provision.

- Include the appropriate Buy America(n) requirement language in each specification section providing construction materials.

- Verify Contractor submittals provide evidence of compliance for products that the designer has not previously verified during design.

- Compile an organized written record of the construction material verifications for the Project and deliver this record to the City upon completion of the Project and upon request during the progress of the work.

- Remove and replace any foreign goods and compensate the City for any reduction of federal funding caused by the Consultant's and subconsultant's failure to comply with the required Buy America(n) provisions.

100.103.8 3D MODELING

103.8.a Provide the City with a complete digital electronic 3D model of the Project in a format suitable for insertion into Autodesk LandXplorer. The model shall include all buildings, structures, site improvements, architectural details, finishes, colors, structural, mechanical, plumbing, electrical, and conveying systems.

104 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

100.104.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

104.1.a NOT INCLUDED IN THIS CONTRACT GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

104.1.b NOT INCLUDED IN THIS CONTRACT SITE SURVEY. Prepare a boundary and topographic survey for the Project.

104.1.c NOT INCLUDED IN THIS CONTRACT HAZARDOUS MATERIALS SURVEY. If required by CLV, prepare a survey and abatement recommendations for existing structures and improvements.

104.1.d NOT INCLUDED IN THIS CONTRACT BLM LEASED PROPERTY PLANT SURVEY. If required by BLM and CLV, prepare a plant survey utilizing a BLM approved botanist, and incorporate the survey results and recommendations as approved by the BLM into the Construction Documents.

104.1.e NOT INCLUDED IN THIS CONTRACT BLM LEASED PROPERTY MIGRATORY BIRD SURVEY. Prepare a survey for migratory bird nests, burrows and habitat for construction activity scheduled to occur from March 1 to September 1 by a BLM qualified biologist, and incorporate the survey results and recommendations into the Construction Documents.

104.1.f GENERAL PROJECT PROGRAM REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

104.1.g PROGRAMMING REPORT. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Programming Report, which details all goals, needs, spatial, and adjacency requirements of the Project.

104.1.h NOT INCLUDED IN THIS CONTRACT LEED EQUIVALENT CREDITS REPORT. The consultant shall prepare and maintain a list of LEED equivalency credits to be attained. City Representative and stakeholders shall review and analyze all proposed LEED equivalency credits and the associated cost estimates, and recommend the LEED equivalency credits to be attained.

104.1.iSITE UTILIZATION REPORT. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

104.1.jESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

104.1.k REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, and Construction Cost Estimate. Incorporate the City's review comments.

104.1.lSUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Programming Report, Site Utilization Report, Construction Cost Estimate, a preliminary conceptual design site plan and building elevations, and other documents listed in **Exhibit "B"**. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

105 NOT INCLUDED IN THIS CONTRACT SCHEMATIC DESIGN (SD) PHASE

100.105.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

105.1.a REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

105.1.b DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project. Unless otherwise directed, three (3) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

105.1.c LEED EQUIVALENCY CREDITS REPORT. Maintain an updated list of LEED equivalency credits to be attained and the current status of each credit submitted, reviewed, accepted or denied, and credit achievement anticipated.

105.1.d INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

105.1.e SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

105.1.f ESTIMATE. Prepare a schematic level Construction Cost Estimate.

105.1.g REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

105.1.h SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

- Programming Report from the previous phase.
- Site Utilization Report from the previous phase.
- Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.
- Outline specification.
- Project Budget (provided by City).
- Construction Cost Estimate.
- Project Schedule (provided by City).
- LEED Equivalency Credits Report.

105.1.iProvide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

105.1.jREVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

106 NOT INCLUDED IN THIS CONTRACT DESIGN DEVELOPMENT (DD) PHASE

100.106.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

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

106.2.a DRAWINGS:

- Building data and code analyses.
- Utility plans, including both on-site and off-site improvements.
- Paving and grading plans, including both on-site and off-site improvements.
- Planting plans.
- Irrigation plans.
- Site plans.
- Floor plans, indicating the size of rooms and furniture arrangements.
- Reflected ceiling plans.
- Roof plans.
- Building elevations.
- Building and wall sections.
- Finish schedules.
- Foundation plans.
- Framing plans.
- Heating, ventilating and air conditioning (HVAC) plans.
- Plumbing plans.
- Lighting plans.
- Power plans
- Low voltage system plans.
- Signage plans.
- Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

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

106.2.c LEED EQUIVALENCY CREDITS REPORT. Update the list of LEED equivalency credits to be attained and documentation to demonstrate the current status of each credit.

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

106.2.e ESTIMATE. Prepare a detailed Construction Cost Estimate.

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

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

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

107 NOT INCLUDED IN THIS CONTRACT CONSTRUCTION DOCUMENTS (CD) PHASE

100.107.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

107.1.a CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

107.1.b BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the Contract between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

107.1.c LEED EQUIVALENCY CREDITS REPORT. Update the list of LEED equivalency credits to be attained and documentation to demonstrate the current status of each credit.

107.1.d ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

107.1.e CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

107.1.f REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

107.1.g CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

107.1.h CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

- **Prepare 50 percent Construction Documents**, including the following:

  - General
    - Completed title sheets, abbreviations, legends and site plans.
    - Responses to 100 percent Design Development review comments and incorporation into the documents as required.
    - Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
    - Reference of all applicable codes, Project data and design numbers for rated assemblies.

  - Civil
    - Existing facilities plans showing all existing topography and improvements.
    - Utility distribution plans with sizes of all new and existing utilities.
    - Rough grading plans.
    - Finish paving and grading plans.
    - Horizontal control plans.
    - Horizontal and vertical control plans for all site lighting pole bases.
    - Details with references to the plans.
    - Final calculations required to meet all levels of completion.

  - Landscape
    - Landscaping plans denoting all materials and sizes.
    - Irrigation plans with sizing of all piping.
    - Details with references to the plans.

  - Architectural
    - Floor plans with all dimensions and room finishes noted.
    - All door, window, hardware, and glazing schedules complete.
    - Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
    - All elevations and sections.
    - Enlarged plans of specific rooms or areas as needed to accurately portray the work.
    - Interior and exterior details.
    - All section and detail bubbles completed to indicate the location of the sections and details.

  - Structural
    - Foundation plans including all dimensions.
    - Intermediate floor framing plans with complete section cuts and detail references.
    - Complete section and detail sheets.
    - Completed and detailed roof framing plans.
    - Final calculations required to meet this level of completion.

- Mechanical/Plumbing
  - All HVAC sizing (ducts and equipment).
  - All air flow quantities noted.
  - All mechanical equipment and fixture schedules completed.
  - All pipe sizes noted.
  - Cathodic protection requirements specified.
  - Points-of-connection including invert elevations.
  - Completed riser diagrams.
  - All control diagrams shown and completed.
  - All details completed and referenced to the plans.
  - Final calculations required to meet this level of completion.

- Electrical
  - All power, lighting and auxiliary systems plans reflecting complete circuiting.
  - Required single line drawings.
  - Completed panel schedules.
  - Electrical room details showing equipment in plan and elevation.
  - All special systems including grounding wells.
  - All details completed and referenced to the plans.
  - Fire alarm riser diagrams and zone schedules.
  - Final calculations required to meet this level of completion.

- Specifications
  - Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
  - Final form technical specifications in CSI format.

- **Prepare 70 percent Construction Document**s, including the following:

  - Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

- **Prepare 90 Percent Construction Documents**, including the following:

  - Drawings
    - Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

  - Specifications
    - Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

  - Calculations
    - Complete Civil, structural, mechanical, plumbing, and electrical calculations.

  - General
    - Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
    - Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

- Provide Exterior Light Fixture cut sheets for review

- **Prepare 100% Construction Documents**, including the following:

  - Drawings
    - Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

  - Specifications
    - Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

  - Calculations
    - Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

  - General
    - The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the 100% Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

    - The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B**".

108 NOT INCLUDED IN THIS CONTRACT BIDDING PHASE

100.108.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

100.108.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

100.108.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

108.3.a While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

108.3.b Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

108.3.c Attend and participate in the Pre-bid meeting.

108.3.d Participate in bid evaluation and recommendations.

100.108.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

109 NOT INCLUDED IN THIS CONTRACT CONSTRUCTION ADMINISTRATION PHASE

100.109.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Section 1 and, if applicable, Section 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

100.109.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F" (Key Personnel List)**, or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

100.109.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

109.3.a MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

109.3.b SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

109.3.c LEED EQUIVALENCY CREDITS REPORT. Monthly during the construction phase, update the list of LEED equivalency credits to be attained and the current status of each credit. Brief the construction team at the Construction Progress Meetings about the LEED construction phase equivalent credit requirements, track the Contractor's progress in achieving the credit equivalents.

109.3.d DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the

City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

109.3.e PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

109.3.f DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

109.3.g SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

109.3.h INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

109.3.iRFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

109.3.jSUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

109.3.k CONSTRUCTION CHANGE ORDERS. Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

109.3.lDRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

109.3.m EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

109.3.n SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

109.3.o PUNCHLISTS. Participate in the development and resolution of Punch Lists.

109.3.p TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.

- ***RFIs and SUBMITTALS, FORWARDING.*** Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

- ***RFIs and SUBMITTALS, REVIEWING.*** For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

- ***RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES.*** Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days and submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants.

Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

- **PROJECT DELAYS.** Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

110 NOT INCLUDED IN THIS CONTRACT POST CONSTRUCTION PHASE

100.110.1 The Consultant shall provide the following scope of services:

110.1.a RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.

110.1.b LEED EQUIVALENCY CREDITS REPORT. Update the list of LEED equivalency credits to be attained and documentation to demonstrate the current status of each credit.

110.1.c WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Contract and other Exhibits for additional submittals and requirements.

201 PROGRAMMING AND CONCEPTUAL DESIGN PHASE (SEE EXHIBIT "I" FOR SCOPE OF WORK)

201.1 NOT INCLUDED IN THIS CONTRACT Geotechnical Report
201.2 NOT INCLUDED IN THIS CONTRACT Site Survey.
201.3 NOT INCLUDED IN THIS CONTRACT Hazardous Material Survey.
201.4 NOT INCLUDED IN THIS CONTRACT Programming Report.
201.5 NOT INCLUDED IN THIS CONTRACT LEED Equivalent Credits Report.
201.6 NOT INCLUDED IN THIS CONTRACT Site Utilization Report.
201.7 Construction Cost Estimate.
201.8 Conceptual Design Drawings.

202 SCHEMATIC DESIGN AND MASTER PLANNING PHASE

202.1 Schematic Design Drawings and Specification Outline.
202.2 LEED Equivalent Credits Report.
202.3 Construction Cost Estimate.
202.4 PROJECT SCOPE AND BUDGET REPORT.

203 *NOT INCLUDED IN THIS CONTRACT* DESIGN DEVELOPMENT PHASE

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

204 NOT INCLUDED IN THIS CONTRACT CONSTRUCTION DOCUMENT PHASE

204.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Public Works Department, and written notice to the City of the submittal dates for each.
204.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
204.3 NV Power, CenturyLink, and the Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
204.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A**") at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
204.5 Exterior Light Fixture Cut Sheets at 90% Submittal.
204.6 Building Permit Application.
204.7 Building Department and civil Land Development section of the Building Department, plan review permit applications.

204.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

204.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

204.10 Drawing list with sheet title and issue date for each sheet.

204.11 Specifications contributing authors' stamps and signatures.

204.12 LEED Equivalent Credits Report.

205 NOT INCLUDED IN THIS CONTRACT BIDDING PHASE

205.1 All bidding documents in pdf format for posting on DemandStar.com.

205.2 Requested and necessary addenda.

206 NOT INCLUDED IN THIS CONTRACT CONSTRUCTION ADMINISTRATION PHASE

206.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless Contract as a condition for releasing the electronic files.

206.2 Drainage Compliance Report.

206.3 LEED Equivalent Credits Report.

207 NOT INCLUDED IN THIS CONTRACT POST CONSTRUCTION PHASE

207.1 Final Record Drawings in both electronic and mylar or acid-free bond format.

207.2 LEED Equivalent Credits Report.

END OF EXHIBIT "B"

EXHIBIT C

PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

301 PHASE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming		Time frame for entire project is 107 days including City Review
Community outreach		
Conceptual Design		
TOTAL	**107**	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development section of the Building Department for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Building Department and a separate civil package to the Land Development section of the Building Department.

302.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the civil construction permit application, and that these reviews can take many weeks to obtain.

302.3.3 The Land Development civil approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Building Department drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

302.3.5 The NV Power design precedes the CenturyLink submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal Contract process, which requires official approval by both the District Board and the City Council.

302.4 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

303 CONSTRUCTION SCHEDULE CHANGES

303.1 No Change in Fee. It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Contract, the Consultant is knowledgeable and experienced in determining the estimated Construction Time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the Construction Time to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Contract due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 Suspension Exception. The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Contract.

303.1.2 50% Time Extension Exception. The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in "Construction Time" (as used within this Section, the time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase from the Construction Time provided in the Contractor's construction contract at award, with the Consultant absorbing any and all anticipated and unanticipated Consultant Construction Phase costs outside of the "Allowed Period" (as used within this Section, the Allowed Period is the time period beginning on the first day that the 50%

increase is reached and ending at the close of business on the day preceding the date of Substantial Completion).

303.1.2.1 **PRIOR WRITTEN APPROVAL REQUIRED**. If the Consultant intends to apply for additional compensation for services rendered during the Allowed Period, permission must be requested in writing and written approval granted by the City prior to providing any such services. Should the Consultant fail to request the required permission, the City is under no obligation to provide additional compensation for services performed during the Allowed Period. Should the City request in writing reduced or specific services during the Allowed Period, the Consultant shall provide the services and be compensated as an Additional Service. Should the Consultant request the required approval and the City fail to grant it, the Consultant is under no obligation to provide the required ongoing Construction Phase services during the Allowed Period excepting this does not relieve the Consultant's obligation to provide punch list and other project close out tasks that are unrelated to the length of the construction schedule.

303.1.2.2 The time extension may be the result of poor contractor performance, third party delays, added change order work, weather delays, or any other cause, excepting any event, issue, or delay being in any way the fault of the Consultant (whether the sole cause or a contributing concurrent cause) shall not count toward the measurement of the 50% extension time period. For example, should a 100 day construction contract time extend to 150 days, the 150th day would be eligible for a fee adjustment, excepting in this example the consultant was negligent in returning timely submittals resulting in a total of 10 days delay over the course of the construction, with the result that the first day of the Allowed Period would then be the 160th day.

303.1.2.3 The Consultant shall submit Allowed Period timecard records for the City's review in determining eligible personnel, activities and hours, as well as any other requested records reasonable necessary for the City to make a determination.

303.1.2.4 Eligible personnel may include the individuals and positions named in this Contract but not support personnel as defined in **Exhibit "E".**

303.1.2.5 Eligible activities may include the tasks required in this Contract and conducted during the Allowed Period that would not have occurred except for the extended construction phase schedule such as attending weekly construction meetings, but not activities that would have been conducted regardless of the length of the construction schedule such as reviewing submittals, answering RFIs, and preparing punch lists of corrective work. Eligible activities must not benefit other projects in any way.

303.1.2.6 Any approved 50% extension fee adjustments shall be considered an Additional Service and utilize the rates in **Exhibit "E"** unless otherwise agreed to by the parties to this Contract. Reimbursable Expenses shall not be included unless specifically authorized in writing by the City for the Allowed Period.

303.1.2.7 Any time extension related to a suspension of the Project during construction shall not count toward the measurement of the 50% extension time period. The time period related to the suspension may be allowed a fee adjustment as provided for in Section 10.01 Suspension of this Contract instead.

303.1.2.8 50% Time Reduction Exception. Should the Contractor reach Substantial Completion in less than 50% of the awarded Construction Time, the Consultant's Construction Phase fee shall be reduced. Should the Project reach Substantial Completion in 50% of the awarded Construction Time to 100% of the awarded Construction Time, the Consultant's fee for the Construction Phase shall not be reduced due to the early completion.

303.1.2.9 The cause of the reduction in time may be an efficient contractor, a generous awarded Construction Time, a change order scope reduction, a termination of the Project, or any other cause.

303.1.2.10 The amount of the fee reduction for the Construction Phase shall be based on the percent of the awarded Construction Time used. For example, if an awarded Construction Time was 100 days and the project was terminated 10 days into the time, the Construction Phase fee would be reduced to 10% of the original fee.

303.2 ***Post Construction.*** No adjustments shall be made to the Post Construction Phase fee due to changes in construction schedules.

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$250,000.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

401 SECTION 401: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

401.1 The For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this **Exhibit "D"** (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in **Exhibit "A"** (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and	40%	$100,000.00	
Conceptual Design	60%	$150,000.00	
	TOTAL	**$250,000.00**	

401.2 The scope of work for each of the phases may be adjusted by the City Representative over the course of the Project, including establishing new services or the deletion of listed services. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

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

401.4 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES

At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

401.5 CONSTRUCTION COST ESTIMATES

Consultant shall **deduct** from the above Fees **$5,000** for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase.

402 ADDITIONAL SERVICES ALLOWANCE

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

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		COMMENTS
TOTAL NOT-TO-EXCEED COST	$0.00	

END OF EXHIBIT "D"

EXHIBIT E
ADDITIONAL COMPENSATION

500 CONSULTANT HOURLY RATES

501 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	**HOURLY RATE**
Principal	$285
Project Manager	$225
Sr. Architect	$200
Architect	$175
Sr. Designer	$165
Designer	$145
Sr. Technician	-
Technician	-
Specification Writer	-
CADD Operator	$125
Clerical	$100
	$0

502 SUB-CONSULTANT HOURLY RATES

502.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

SUBCONSULTANT #1 JW Zunino Landscape Architecture	**RATE**	**UNIT**
Principal / Landscape Architect	$220	Per Hour
Project Manager	$180	Per Hour
Project Coordinator / Designer	$150	Per Hour
CADD/ Graphic Design	$120	Per Hour
Clerical	$90	Per Hour

SUBCONSULTANT #2 Sumnu Marketing	RATE	UNIT
Manager	$125	Per Hour
Coordinator	$100	Per Hour
Support Staff	$65	Per Hour
Specification Writer	-	Per Hour
Technician / CADD Operator	-	Per Hour
Clerical	$100	Per Hour

SUBCONSULTANT #3 OCMI Estimating	RATE	UNIT
Principal	$285	Per Hour
Cost Manager	$250	Per Hour
Senior Estimator	$182	Per Hour
Cost Estimator II	$162	Per Hour
Project Engineer	$132	Per Hour
Clerical	$82	Per Hour

503 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Contract.			$0
			$0
			$0

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

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

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

504 REIMBURSABLE EXPENSES

504.1 The following Reimbursable Expenses are allowed:

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

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

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

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Architectural Project Manager Sam Tolman

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Acting City Engineer Rosa Cortez, PE

601 CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Danithza Olsen

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Eric Gross

601.1.3 PROJECT ARCHITECT: Eric Gross

601.1.4 LEED PROJECT ADMINISTRATOR (Accredited by USGBC): Emanuele Arguelles

601.1.5 **RESPONSIBLE IN CHARGE PERSON**: Melvin Green
(List name of individual Architect as licensed)

601.1.6 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 2249**
(List Architect license number)

602 CONSULTANT'S SUBCONSULTANTS

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

602.1.1 LANDSCAPE DESIGN: JW Zunino Landscape Architecture

602.1.2 INDEPENDENT COST ESTIMATOR (NOT the Consultant): OCMI Estimating

END OF EXHIBIT "F"

EXHIBIT "G" EXAMPLE INVOICE

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period of Performance for this Pay Request:
Invoice Date:

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

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
1	**Conceptual**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Conceptual				$0.00	$0.00			
					$0.00	$0.00			
2	**Schematic**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Schematic				$0.00	$0.00			
					$0.00	$0.00			
3	**Design Development**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Design Development				$0.00	$0.00			
					$0.00	$0.00			
4	**90% Construction Documents**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	90% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
5	**100% Construction Documents**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	100% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
6	**Bidding Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Bidding Phase				$0.00	$0.00			
					$0.00	$0.00			
7	**Construction Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Construction Phase		$0.00		$0.00	$0.00			
					$0.00	$0.00			
8	**Post-Construction Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Post-Construction Phase		$0.00		$0.00	$0.00			
					$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	**$0.00**	**$0.00**						

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

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	
TOTAL AMOUNT OF INVOICE:		**$0.00**	

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

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

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

STAFF WHO WORKED ON PROJECT FOR THIS PAY REQUEST

NAME	TITLE	ESTIMATED HOURS

OTHER DIRECT EXPENSES (backup documentation required)

DESCRIPTION			TOTAL
		TOTAL	$0.00

SUBCONSULTANTS (Backup documentatuion with breakdown required)

FIRM NAME	TOTAL
TOTAL	$0.00

EXHIBIT "H"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: KME Architects LLC	
Address: 8367 W. Flamingo Rd. Suite 100	**City / ST / Zip:** Las Vegas, NV 89147
Telephone: 702-888-2088	**EIN or DUNS :** 27-0763475
Block 2: Description / Subject Matter of Contract	
Services for: Architecture	**Project Number:** Doolittle Master Plan

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	Emanuele Arguelles	8367 W. Flamingo Rd. Suite 100, Las Vegas, NV 89147	702-888-2088
2	Melvin Green	8367 W. Flamingo Rd. Suite 100, Las Vegas, NV 89147	702-888-2088
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

5 - 24 - 2022
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 24 day of MAY, 2022

_____
Notary Signature

CHAKAE KOO
Notary Public - State of Nevada
County of Clark
APPT. NO. 06-107427-1
My App. Expires July 7, 2022

EXHIBIT "H"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Block 2: Description / Subject Matter of Contract	
Services for: Architecture	**Project Number:** Doolittle Master Plan

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

_____
Signature

5 - 24 - 2022
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 24 day of MAY, 2022

_____
Notary Signature

CHAKAE KOO
Notary Public - State of Nevada
County of Clark
APPT. NO. 06-107427-1
My App. Expires July 7, 2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve award of Contract No. 220033-JH, Federal Project No. STBG-0159(340), Prime Design Services for Charleston Underpass Project - Grand Central Parkway to Commerce Street - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($2,322,497.47 - Road and Flood Capital Projects Fund) - Wards 1 and 3 (Knudsen and Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $2,322,497.47
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for design of an alternatives analysis, design plans, and National Environmental Policy Act (NEPA) study for the reconstruction of the Charleston Underpass, to comply with vertical American Association of State Highway and Transportation Officials (AASHTO) clearance requirements and provide multimodal connectivity. This project is funded by the Nevada Department of Transportation (NDOT) through the Federal Highway Administration. Jacobs Engineering Group, Inc. was selected through a competitive Request for Statement of Qualifications process, and is located in Henderson, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220033-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT FOR CHARLESTON UNDERPASS PROJECT – GRAND CENTRAL PARKWAY TO COMMERCE STREET

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **JACOBS ENGINEERING GROUP INC**, (the "Consultant"), **a Corporation**, whose address is **1301 N Green Valley Pkwy, Suite 200, Henderson NV 89074**.

PROJECT DESCRIPTION: Design for engineering design of an alternatives analysis, design plans and NEPA study for the reconstruction of the Charleston Underpass to comply with vertical AASHTO clearance requirements and provide multimodal connectivity.

W I T N E S S E T H:

WHEREAS, the City intends to perform preliminary design for the **Charleston Underpass Project – Grand Central Parkway to Commerce Street** (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 CITY RESPONSIBILITIES

2.1 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City

Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

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

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

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

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

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

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

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

6.0 TERM OF CONTRACT

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

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.04. 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 established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

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

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

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.19. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

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

10.4.1 ***Delivery of Documents.***

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

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 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 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

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

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

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

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

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

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

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed Two Hundred Fifty Thousand dollars ($250,000) 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 Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

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

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

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

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

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

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

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose

of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/11/22
Deputy City Attorney — Date

John S. Ridilla
Chief Deputy City Attorney

JACOBS ENGINEERING GROUP INC.

5/17/22
Ken Gilbreth, Vice President — Date

LIST OF EXHIBITS

EXHIBIT " A "SCOPE OF SERVICES

EXHIBIT " B "REQUIRED SUBMITTALS

EXHIBIT " C "PERFORMANCE SCHEDULE

EXHIBIT " D "FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT " I " DEPARTMENT OF TRANSPORTATION ASSURANCES

EXHIBIT " J " DISADVANTAGE BUSINESS PARTICIPATION

EXHIBIT " K " CONSULTANT COST – CERTIFICATION OF FINAL INDIRECT COSTS

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.1 Project Overview Description

The scope of Services to be provided under the terms of this Agreement addresses the preliminary design, construction cost estimate, and reports for the Charleston Underpass – Grand Central Parkway to Commerce Street project. The project features reconstruction of the Charleston Underpass to comply with vertical AASHTO clearance requirements and provide multimodal connectivity. The project limits of Charleston Boulevard is within Nevada Department of Transportation's (NDOT) jurisdiction.

The proposed improvements include design to replace the existing Union Pacific Railroad (UPRR) bridge, roadway improvements and drainage facilities. The proposed facilities will be designed per NDOT and UPRR structural loading criteria.

The project shall also include:

- NEPA Study – the assumption is the project will be a Categorical Exclusion (CatEx)
- UPRR Bridge Replacement design
- Track design and possible shoofly for construction
- Roadway improvements – maintaining existing number of lanes and cross section for capacity
- Multimodal connectivity including sidewalks, bicycle lanes, and aesthetics
- Lighting study, ITS and Smart City infrastructure Drainage analysis and design
- Utility relocation design including, but not limited to, sewer, Kinder Morgan gaslines, power
- Method of Construction plans at 30%.

Three (3) alternate horizontal geometric concepts will be developed with one alternative being for an overpass design, and the preferred alternate selected by the City will advance to 30% Design. Three (3) Renderings and simulation of the alternatives will be prepared. This phase will therefore require UPRR coordination, NDOT coordination and utility coordination. Stakeholder and Neighborhood meetings are anticipated.

100.2 Construction Cost Budget

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

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Regional Transportation Commission of Southern Nevada Policies and Procedures
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide
- American Railway Engineering and Maintenance-of-Way Association (AREMA) – Manual for Railway Engineering
- Union Pacific Railroad-BNSF Railway – Guidelines for Grade Separation Projects
- Union Pacific Railroad Company 2020 Standards Manual
- Union Pacific Railroad Public Projects Manual

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

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

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

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

- Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.7 Cost Estimates

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

100.8 Construction Change Orders

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

exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek compensation for Consultant errors and omissions.

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

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

100.9 Responsibilities of the Consultant

The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

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

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

100.10 Responsibilities of the City

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

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

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

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

100.11 City's Review Process

100.11.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

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

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

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.2 Consultant shall attend approximately 12 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

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

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

- Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks**. It is assumed that there will be one (1) sewer relocation. Additional relocations would be considered as an additional service.**

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

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

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

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

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

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

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

101.3.9 **Deliverables**: Project Plans to be sent to the Utility Companies at each design level (30%,); UPRR Conceptual Submittal.

101.4 Project Permits

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

101.4.2 The following permits are anticipated to be required for the project's final design:

- NDOT Encroachment Permit – not until Final Design
- UPRR Permits – not until Final Design
- 705/711 Agreements for Kinder Morgan Gas Line relocation – not until Final Design

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

- **Deliverables:** Matrix of required permits; correspondence; coordination.

101.5 Community Notification and Engagement

101.5.1 **Neighborhood Information Meeting**: The Consultant will be responsible to coordinate project information and assist City of Las Vegas (City) staff and any other public outreach consultant (if applicable) in conducting one (1) neighborhood information meeting , preparing displays, attendance by staff members who are knowledgeable of the project, and shall be responsible for:

- Preparing exhibits for the project
- Assist City staff and any other public outreach consultant (if applicable) in preparing handouts for neighborhood information meeting
- Responding to public comments as part of the record of the meeting
- Participating in the meeting to explain the project and answer questions
- Prepare PowerPoint presentation
- Materials will be prepared in English and Spanish

101.5.2 The Consultant shall assist City staff and any other public outreach consultant (if applicable) with creating, preparing and releasing relevant and timely information regarding project status to the following:

- Elected Officials
- City of Las Vegas Public Affairs Offcie
- Property owners and tenants
- Businesses
- General public
- Other stakeholders
- **Deliverables**: coordinating, facilitating, attending, preparing exhibits, notices, flyers, and meeting minutes

101.5.3 **Stakeholder Meetings**

- The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for two (2) meetings with project stakeholders. The purposes of the meetings shall be, but not limited to, sharing the three proposed conceptual plans and potential aesthetic treatment alternatives.
- **Deliverables**: coordinating, facilitating, attending, preparing exhibits, notices, flyers and meeting minutes

101.6 Environmental

101.6.1 **NEPA Documentation -** Categorical Exclusion (CatEx)
CONSULTANT will prepare a Categorical Exclusion (CatEx) class of action (Class II) documentation for a no-build and up to three build alternatives as defined in NDOT/FHWA's 2012 Programmatic Agreement. The document will be submitted to the City of Las Vegas for review. CONSULTANT will address comments and submit it to NDOT for review. CONSULTANT will address NDOT comments and submit to FHWA for review and approval.

Description of Alternatives Considered
The CONSULTANT will describe the no-build alternative and up to three alternatives considered in this environmental document. Other alternatives considered and eliminated from further study will also be summarized.

Noise
CONSULTANT will qualitatively assess noise impacts of the alternative considered on adjacent properties. No noise modelling will occur.

Air
An air quality analysis will be performed for the project based upon the requirements of National Environmental Policy Act (NEPA), the conformity provisions of the Clean Air Act Amendments (CAAA), and other state and federal environmental requirements. An air quality technical report will be prepared, and the analysis will be summarized into the air quality section

of the environmental document. The CONSULTANT will address one round of comments from the NDOT on the draft technical report before finalizing it and incorporated into the environmental document.

The project is subject to transportation conformity requirements. If the project is not exempt from regional emission analysis per 40 CFR 93.127, regional conformity of the project will be demonstrated by the inclusion of the project in the latest conforming regional transportation plan (RTP) and the federal transportation improvement program (FTIP).

Project level conformity will be evaluated through the hot spot analysis for nonattainment or maintenance pollutants, including carbon monoxide (CO) and particulate matter with aerodynamic diameter equal to or less than 10 micrometers (PM10) for the project area.

- It is assumed that the project would not cause traffic condition changes at nearby intersections. Therefore, a quantitative CO hot spot modeling will not be required.
- Potential PM10 hot spots will be evaluated following the USEPA/FHWA's Transportation Conformity Guidance for Quantitative Hot-Spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas (November 2015). Detailed project specific traffic data are not yet available. For contract scoping purposes it is assumed that a quantitative PM10 air dispersion modeling analysis will not be required because the project would not increase vehicle volumes in the project area. The CONSULTANT will provide required documentation for the interagency consultation processes for concurrence on the PM10 hot spot analysis requirements.

  A mobile source air toxics (MSAT) analysis will be performed for the project following FHWA's 2016 Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents. It is assumed that the project would have low potential of MSAT impacts, therefore, a qualitative MSAT analysis will be performed.

  Short-term air quality impacts from project construction would be evaluated qualitatively based on the construction duration, construction activities, and the implementation of emission minimization and reduction measures.

  A qualitative evaluation of the GHG impacts will follow the applicable guidance of FHWA and the NDOT.

  Once the impacts of the project construction and operation are determined, mitigation measures for identified significant impacts (if any) will be investigated.

101.6.2 **Cultural Resources**

The CONSULTANT will complete a cultural resources assessment as part of NDOT and FHWA's Section 106 of the National Historic Preservation Act (Section 106) compliance requirements for the project. The cultural resources analysis will consist of an archaeological and architectural analyses of the project's area of potential effects (APE). Information from the completed cultural resources assessment will be used to complete the NEPA documentation for the project.

The cultural resources analysis will be completed in accordance with the Programmatic Agreement Among the FHWA, NDOT, Nevada State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Implementation of Federal-Aid Transportation Projects in the State of Nevada (Nevada PA) and will consist of the following tasks:

- APE Delineation and Screening Form
- Background Research and Interested Party Outreach
- Field Surveys
- Technical Reports
- Memorandum of Agreement

Following receipt of the project plans, the CONSULTANT will have a kick-off meeting via teleconference with NDOT cultural resources staff to review project methodologies and then will provide a preliminary APE map and KMZ/ shapefiles for NDOT's review and approval. The APE will include the full parcel boundaries for any property located wholly or partially within the project footprint, as well as staging areas, access roads (if unpaved), utility relocations, temporary road closure areas, and other ancillary project construction features as provided by the CONSULTANT's design team. These areas will comprise the direct APE. To consider the project's visual or atmospheric effects, an indirect APE will also be delineated to include up to three parcels past the limits of the project improvements.

Following approval of the APE by NDOT, a screening form describing the project and the APE boundaries, along with copies of the APE maps, will be sent by NDOT to the SHPO for review and comment. The screening form servers as the Section

106 initiation letter. SHPO will complete one review cycle of the letter and APE. Assumes that SHPO will concur with the delineation of the APE (both direct and indirect) and the recommendation that archaeological surveys will not be required due to the built-up and developed nature of the project area.

Background research to identify the overall cultural resources sensitivity of the APE and the presence of previously recorded cultural resources within a half-mile radius of the APE will be completed by the CONSULTANT through a review of the Nevada Cultural Resources Information System, information available through the Clark County Assessor, and data available through NDOT. Supplemental research will also be completed through online and archival sources, in order to develop an evaluative historic context for cultural resources within the APE. It is expected no more than 20 previously recorded cultural resources exist within the records search area, and 7 of those are located within the APE.

Architectural history field surveys will be completed by the CONSULTANT to further identify architectural resources in the APE by professionals who meet the Secretary of Interior's professional qualification standards. The surveys will be completed for properties within the direct or indirect APE that were constructed prior to 1977. Properties that have had sufficient previous evaluations or are currently listed or determined eligible for listing in the National Register of Historic Places (NRHP) will not require survey or re-evaluation, unless significant alterations have occurred that would impact its previous determination. Resources that are surveyed will be recorded and evaluated for NRHP eligibility through the appropriate ARA form. No more than 10 cultural resources will be evaluated for eligibility to the NRHP.

The results of the surveys and background research will be summarized by the CONSULTANT in a technical report. Appended to the studies will be copies of APE maps and the appropriate ARA forms. The report will also include a finding of effects for cultural resources that are listed in the NRHP or determined eligible for listing. Assumes that the Charleston UPRR Overpass will not be evaluated as a historic property (based on past evaluations) but assumes that the railroad alignment, 9 W. Charleston Blvd, and 241 W Charleston Blvd will be evaluated as historic properties. Of these, it is assumed that an adverse effect will occur to 241 W Charleston Blvd if the building is demolished as part of the project. NDOT will complete up to two review cycles of the draft technical studies, and SHPO will complete one review cycle.

The CONSULTANT will draft a memorandum of agreement for any historic properties that will be adversely affected. The MOA will be between FHWA, SHPO, and NDOT. Assumes no participation by Advisory Council on Historic Preservation or any other consulting parties.

The NDOT with complete Native American and interested party outreach and consultation as part of the project. As part of this, the CONSULTANT may provide relevant project information to support this, limited to shapefiles, survey results, and project description information.

Following receipt of concurrence on the project findings by the SHPO, the CONSULTANT will complete the cultural resources section of the EA/FONSI to document the NEPA and Section 106 analysis.

101.6.3 **Phase 1 Site Assessment - Hazardous Material**

The CONSULTANT will conduct a database search for records of hazardous material on the properties up to one mile from the Project alignment per ASTM E1527 requirements. Following the database search the CONSULTANT will perform a site visit to observe if there are visual indicators of contamination that are not documented in the various databases and confirm reported Sites that may have a potential to impact the Project. The results of the databases search and field visit will be documented in a report presenting all findings documented during the Site reconnaissance and presented in the database search.

Section 4(f)
If Section 4(f) evaluation is determined necessary for the project, the scope is included as Additional Services.

101.7 Conceptual Alternatives

101.7.1 The Consultant shall prepare three (3) preliminary alternate concepts of the project improvements (rail, roadway, bridge). The alternate concepts will be provided to the City Representative as a roll plot plan view of the rail, roadway and

bridge segment, elevation, profile exhibits, cross-section exhibits showing the configuration of the right of way, traffic lanes, transit lanes, bike lanes, sidewalk, utilities, drainage facilities, landscaping, and aesthetics, etc. for each alternative. Preliminary bridge structure and depth will be identified. After the preferred alternative is agreed upon, Consultant shall proceed to ARTICLE 102 - 30% Design Phase Submittal with the preferred Alternative and limits as agreed on and directed by the City.

In addition to schematic typical sections, the Consultant shall prepare detailed 3D model of the existing study area including the existing UPRR bridge, buildings, and other project-significant elements. of the existing conditions and three (3) preliminary alternative concepts to support stakeholder meetings and neighborhood information meetings/hearings. The 3D model shall include roadway, striping, curb/gutters, new bridge structure(s), medians signals, signage, lighting and ITS and landscape and aesthetics.

The Consultant shall add the model into Realtime touchscreen application with the following features:

- Preset still and animated views toggled from navigation menu
- Pathways highlighted for major movements for existing and alternatives
- Ability to toggle between existing and each alternative
- Typical traffic volumes with ability to change to peak/off-peak conditions
- Render options for images and video to support public outreach efforts
- Produce Explainer video showing alternatives

101.7.2 Deliverables: The Consultant shall provide two (2) sets of roll plot plans and profiles and two (2) copies of a typical cross section exhibit for each alternate concept to the City; Submit one (1) set of roll plot plans and one (1) copy of a typical cross section exhibit for each alternate concept to NDOT, UPRR and RTC.

The Consultant shall provide 3D video renders of the existing conditions and three (3) preliminary alternative concepts that could be used on project website, social media and at briefings/informational meetings. These shall include interactive visual application for Windows PC delivered on flash drive as .exe file in addition to video and image renders.

101.8 Drainage Memorandum

The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100-year hydraulic analysis facility sizing and cost estimates.

Documentation of the hydraulic analyses will be compiled and submitted in a Draft Memorandum.

- **Deliverables:** Submit two (2) copies of the Draft Memorandum to the City, Submit the Draft Memorandum to NDOT, UPRR, RFCD, RTC per agency requirements.

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

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

101.10 Landscape and Aesthetics

101.10.1 **Conceptual L&A Design**
The CONSULTANT will develop conceptual level (30%) plans for Landscape and Aesthetics. The concept will provide a project specific theme for the Landscape and Aesthetics along the corridor. The conceptual design shall include a concept and illustrative drawings of major components of the project area. The CONSULTANT shall provide an overarching graphic image of the L&A design of the Project based on the parameters of the preferred 30% geometric design. This graphic(s) will address new conditions created by the design as well as recreating and/or complementing

existing themes which occur along the corridor. Most notably the *Found Font* and *Hot Dip* sculptures to the west and the City of Las Vegas Downtown Arts District vernacular to the east.

101.10.2 The CONSULTANT shall graphically detail the requirements and application of themes for the aesthetics on the ground plane along with all structures, including but not limited to bridges, bridge rails, retaining walls, barriers, and sculptur1al/artistic features within the Project.

101.10.3 The CONSULTANT shall participate in two (2) stakeholder meeting and one (1) neighborhood information meeting. Graphics will be provided for use in these meetings for the purpose of conveying the intent on the design. These graphics will include digitally prepared 3D models for use in interactive displays.

101.10.4 Landscape and aesthetics will be paid for in Sections 101.7 and 102.6.1 of this Contract

102 30% DESIGN PHASE

102.1 Survey

102.1.1 General

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

102.1.2 Control Survey

- General. A control survey will be performed to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. This will include all control panels/targets set for the purpose of aerial mapping or LiDAR scanning.
- Horizontal Coordinate System. The control survey shall utilize the official City of Las Vegas horizontal coordinate system defined as follows. The geodetic datum and current reference frame is NAD 83 (2011) epoch 2010.0 as determined by the reference stations that comprise the Las Vegas Valley Water District GPS network. The use of any other geodetic datum and reference frame will require approval of the City Surveyor. The mapping projection is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. For more detailed information on the datum, GPS network and NCRS please visit the following webpage: lasvegasnevada.gov/survey**.**
- Vertical Control. The control survey shall utilize the official City of Las Vegas Vertical Control Network defined as follows. The vertical datum is NAVD88 as adjusted by the City in 2008, referred to as the CLV 2008 Adjustment. The Control Network is comprised of City of Las Vegas benchmarks. Only benchmarks with a published CLV 2008 Adjustment elevation shall be used. For more detailed information on the benchmarks please visit the following webpage: lasvegasnevada.gov/survey. Large projects that extend more than one-half mile in any direction shall be tied to multiple benchmarks, with no portion of the project being more than one-half mile from a project benchmark.
- Accuracy. The control survey shall have an absolute horizontal accuracy of +/- 0.05 feet relative to the project coordinate system, which meets positional certainty requirements for High Urban Land Boundary Surveys per NAC 625.666. All points used to control aerial mapping, lidar scanning and traditional optical survey methods shall have an absolute vertical accuracy of +/- 0.05 feet (relative to the project benchmarks), as permitted by the positional certainty requirements for Control Surveys per NAC 625.666.
- Boundary Control. The control survey shall incorporate sufficient survey monumentation to establish the following cadastral linework: roadway alignments, right-of-way lines, property lines and easement lines necessary for the limits and purpose of the project. Complete research of existing recorded maps, surveys, land records, and any other pertinent records shall be performed.
- Monumentation. All roadway centerline and Public Lands Survey System (PLSS) monuments within the limits of the project's proposed construction activities (not already included as part of the boundary control survey) shall be incorporated within the control survey.

- Survey Control Map. A Survey Control Map shall be prepared showing all horizontal control, vertical control and boundary control monuments included in the control survey with the relevant horizontal coordinates and elevations annotated. It shall also show all roadway alignments, right-of-way lines, property lines and easement lines established for the project along with all necessary annotation to describe the geometry of this linework. *(An embedded Record of Survey will be prepared in lieu of a Survey Control Map).*
- Record-of-Survey. Unless waived by the City Surveyor the Survey Control Map shall be formatted as a Record-of-Survey. If the Record-of-Survey requirement was waived, the completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.
- **Deliverables: The control survey shall be submitted and approved before the 30% design submittal will be accepted.** The "Control Survey Submittal" shall include: (1) a preliminary PDF file of the completed Survey Control Map (record-of-survey or plan sheets); (2) a CAD file containing all cadastral linework; (3) a point file containing all survey control points if not contained in the CAD file; (4) all field raw data files and field notes pertaining to the control survey.

102.1.3 **Topographic Survey**

- General. Based on the project control survey a topographic survey of all surface features within the project limits will be performed to serve as the base model for all engineering design. The topographic survey will consist of two primary components, 2D planimetrics of existing features and a 3D digital terrain model (DTM). *(Visible surface indications of underground utilities will be shown to the extent that they are accessible. This scope of services specifically excludes the location of non-visible underground utilities).*
- Standard Accuracy. Except when authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.05 feet between any two points within 100 feet of each other.
- Accuracy with Aerial Mapping. When authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.3 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have a relative horizontal accuracy of +/- 0.1 feet between any two points within 100 feet of each other. The survey shall have an absolute vertical accuracy of +/- 0.5 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.1 feet between any two points within 100 feet of each other.
- Verification. Sufficient verification check measurements shall be performed to ensure the survey data meets required accuracies. This applies to aerial mapping and LiDAR scanning data obtained from a third party vendor, as well as all data obtained through field measurements.
- Limits of Survey. The design engineer shall provide detailed topographic survey limits including any areas outside the right-of-way and/or behind the back of walk. If survey is required within an enclosed area on private property, permission for access shall be obtained by the design engineer. The project may require multiple noncontiguous survey areas.
- Topographic Features. The following surface features are to be included (but not limited to): curbs, gutters, pavement edges, gradebreaks (improved and unimproved surfaces), traffic markings, signs, walls, fences, buildings, vegetation, manholes, vaults, pullboxes, pedestals, utility poles, drop inlets, and street and park furniture.
- Planimetrics Content and Level of Detail. The planimetrics data shall at a minimum indicate the following information about all topographic features within the requested survey limits: curb widths, wall and fence type, wall widths, gate locations, ground surface types (e.g., concrete, asphalt, concrete pavers, grass, decorative rock, etc.), identification of all utility features (if possible), defined boundaries of all surface utilities larger than 2.5 feet in either direction (vaults, cabinets, etc.), building footprints (not envelopes), and complete pavement markings. **These requirements also apply to any areas where aerial mapping has been authorized**.
- DTM Structure and Level of Detail. The survey for the existing ground DTM shall include all gradebreaks modeled as breaklines within the survey limits including the following: breaklines that define the wings and backs of sidewalk ramps and driveways, the top and bottom of curb faces, lip of gutters, pavement edges, steps, top and toe of slopes, and flowlines. All breaklines shall be measured at minimum 50-foot intervals. In areas with very

little slope tighter intervals may be necessary. The DTM shall also include spot elevations to determine all high and low points, and sufficient spot elevations to define relatively flat areas measured at minimum 50-foot grid intervals. In areas with very little slope tighter intervals may be necessary. No data shall be visible outside the surveyed area, including "voids" within buildings or large structure where no survey measurements were obtained. This can be accomplished using interior and exterior surface boundaries within Civil 3D. The DTM shall be presented as a single Civil 3D surface object, even if there are separated survey areas, so only a single existing ground DTM has to be referenced by the design engineer. This can be accomplished using hide and show boundaries within Civil 3D. **These requirements also apply to any areas where aerial mapping has been authorized.**

- Remote Mapping. All data captured through LiDAR scanning, photogrammetric drone mapping, and when authorized, manned aerial mapping is to be completely combined with all field survey data. Separate files containing data from different collection methods will not be accepted.
- **Deliverables:** The topographic survey files shall be incorporated into the 30% Design submittal and include: (1) A CAD file containing the survey planimetrics (2D linework and symbology); (2) A CAD file containing the existing ground DTM represented as a single Civil 3D surface; (3) all field raw data files, field notes, field survey points, raw aerial mapping CAD files, LiDAR point clouds, photogrammetric drone image files, and all ground control data used for any remote (aerial, LiDAR, drone) mapping methods. These files are to be prepared under the supervision of the project's Professional Land Surveyor unless prepared by a third-party remote mapping vendor.

102.1.4 **Utility Survey**

- General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 102.1.3 of this document.
- Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as "dips" or "inverts"). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB's where directly measuring the pipes are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**
- Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.
- Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted. *(Survey subconsultant will locate up to 50 potholes under this task).*
- Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.
- **Deliverables:** Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

102.1.5 **Legal Descriptions – Not included at 30% Design**

102.1.6 NOT USED

102.2 Right-of-Way

102.2.1 Consultant's professional land surveyor (Surveyor) will thoroughly conduct research of all available public records necessary to identify and establish the right-of-way limits. This shall include an investigation of all applicable Bureau of Land Management (BLM) files located at their Las Vegas Field Office whenever any portion of the proposed project area occupies BLM property. When available the City shall provide right-of-way records, studies and other available information. Surveyor will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. Consultant will prepare property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Survey & Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Survey & Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Temporary Construction Easement (TCE) and the nature of the construction. *(Any title reports required will be requested through ad provided by the City Surveyor's Office. Determination of need will be in consultation with the City Surveyor's Office for those parcels lacking sufficient records available through the Clark County Recorder's Office, on a case by case basis).*

Permitting and Traffic Control: *The survey subconsultant and/or the traffic control consultant will prepare permit applications for the City of Las Vegas. Nevada Department of Transportation and Union Pacific Railroad (track access).*

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

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

102.2.4 **Deliverables:** Exhibits at the 30% submittal as outlined in 102.2.3; Letter summarizing Right-of-Way, Easements and TCE status.

102.3 Records Review, Information Research and Analysis of Data

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

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

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

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing

existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 **Work Standards**

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

102.4.2 **Quality Level D Tasks**

- Conduct appropriate investigations (e.g. owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geo3d information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

102.4.3 **Quality Level C Tasks**

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

102.4.4 **Quality Level B Task*s***

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

102.4.5 **Quality Level A Tasks**

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet::
    - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
    - Elevation of existing grade over utility at test hole.

- Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
- Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
- Approximate centerline bearing of utility line.
- Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
- Utility structure material composition, when reasonably ascertainable.
- Identity of benchmarks used to determine elevations.
- Utility facility condition.
- Pavement thickness and type when applicable.
- Soil type and site conditions.
- Identity of utility owner/operator.
- Other pertinent information as is reasonably ascertainable from test hole.

- Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- A total of fifty (50) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the indicated quality level of depicted information

102.4.6 **SUE Deliverables**

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

102.5 Geotechnical Investigation - The Consultant shall provide a Desktop Geotechnical Report as detailed below:

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

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

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature. Prior to start of Conceptual design, consultant will prepare a "Desktop Geotechnical Report" which will summarize this existing available data

and make recommendations for locations and depths of geotechnical explorations performed during Conceptual design process.
- Additional geotechnical work is included under the Additional Service.

102.5.3 NOT USED

102.5.4 The Consultant shall prepare written Desktop Geotechnical Report presenting the existing available data and make recommendations for locations and depths of geotechnical explorations.

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

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

102.6 30% Design Phase Submittal

***102.6.1* 30% Design Phase Plans**
- The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to 11"x17" sheets.
- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Horizontal Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Track plans and shoofly
- Conceptual Bridge and Wall plans
- Storm Drain Plan and Profiles
- Utility Plans
- Existing Utility Location Plan (SUE Plans)
- Traffic Striping and Signing Plans
- Traffic Lighting Plans (shell), including existing traffic lighting
- Traffic Signal Plans (shell), including existing traffic signal infrastructure as necessary
- Method of Construction Plans
- DTM Earthwork cross-sections plotted at 50 foot intervals and/or grade breaks with cut and fill quantities included (as a stand-alone exhibits to the submittal)

102.6.2 The Consultant shall submit response to comments via electronic review Bluebeam session and attend a comment-response meeting. (This does not include incorporating the changes in the design drawings.)

***102.6.3* Deliverables:** Submit **five (5)** half size set (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit the 30% Design Phase Plans to NDOT, UPRR, RFCD, and RTC per agency requirements; Submit

30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

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

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

102.7 Walk Through

After submittal of the 30% Design, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

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

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

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

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

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
ALTERNATIVE DESIGN	365	ASSUME AN ALTERNATIVE IS SELECTED WITHIN 90 DAYS OF ALTERNATIVE SUBMITTAL
30% DESIGN PHASE	150	*** does not include city and statekholder review period
TOTAL CALENDAR DAYS TO COMPLETE:	**515**	

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

303 CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed Insert **$2,322,497.47**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 2.62, plus approved non-salary expenses identified in Section 7.4 and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$1,892,369.04	

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

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

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

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

		Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 84,087.33
101.2	Kick-Off Meeting and Progress Meetings (12)	$ 17,765.70
101.3	Utility and Agency Coordination	$ 81,703.13
101.4	Project Permits	$ 1,010.90
101.5	Community Notification and Engagement	$ 89,282.63
101.6.1	NEPA Documentation - Categorical Exclusion (CatEx)	$ 161,542.73
101.6.2	Cultural Resources	$ 76,027.37
101.6.3	Phase 1 Site Assessment	$ 14,525.90
101.7	Conceptual Alternatives	$ 564,168.34
101.8	Drainage Memorandum	$ 66,092.75
101.9	Quality Control/Quality Assurance Review	$ 25,517.75
101	**Subtotal Hours**	
101	**Subtotal Fee**	$ 1,181,724.52
102	**30% DESIGN PHASE**	
102.1.2	Control Survey	$ 42,520.00
102.1.3	Topographic Survey	$ 35,685.00
102.1.4	Utility Survey	$ 4,467.31
102.2	Right-of-Way	$ 42,777.12
102.3	Records Review, Information Research and Analysis of Data	$ 4,021.80
102.3.4	Existing Traffic Signal & Equipment Mapping	$ 35,520.49
102.4	Subsurface Utility Engineering (SUE) Services (50 potholes)	$ 72,373.31
102.5	Geotechnical Investigation - Desktop Geotechnical Report	$ 13,487.74
102.6.1	30% Design Phase Plans	$ 419,515.12
102.6.4	Quality Control/Quality Assurance Review	$ 27,267.07
102.7	Walk Through	$ 13,009.55
102	**Subtotal Hours**	
102	**Subtotal Fee**	$ 710,644.51
	Total Basic Services Hours	7,872
	Total Basic Services Fee	$ 1,892,369.04

402 ADDITIONAL SERVICES ALLOWANCE

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

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$430,128.43	See list below.

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

- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.

- NEPA Documentation - Environmental Assessment

  If the project has a 'use' of a property protected by Section 4(f) an Environmental Assessment will be required rather than a Categorical Exclusion per CFR 23 771.117. An adverse effect on a historic property is considered a 'use' under Section 4(f). If an Environmental Assessment is required, CONSULTANT will prepare the Environmental Assessment per Chapter 4 of the NDOT Environmental Services Guide. It is assumed the Environmental Assessment will result in a Finding of No Significant Impact. The Environmental Assessment will follow the same review/revision cycle as a Categorical Exclusion described in the previous paragraph. No more than two alternatives will be evaluated in detail in the Environmental Assessment.

  Agency coordination
  The CONSULTANT will consult with NDOT, SHPO, FHWA, CCRFCD and RTCSNV. It is assumed up to ten (10) meetings will occur with these agencies. It is assumed that no coordination with the Clark County Inter-agency Air Quality Working Group will be needed.

  Purpose and Need
  The Purpose and Need section will clearly and succinctly discuss why the project is being proposed. It will provide a specific, clear and justifiable explanation of Purpose and Need and will be presented in a format that enables readers to understand technical information (e.g., structural condition, traffic and safety assessment, congestion data). Development of the Purpose and Need will incorporate previous plans and studies directly or by reference. Development of the Purpose and Need will also incorporate input from stakeholder agencies and the general public.

Section 4(f)
CONSULTANT will assess whether properties protected by Section 4(f) are present in the project area. It is assumed no park properties are in the project area. It is assumed up to two historic properties that subject to Section 4(f) will be in the project area. A draft and final Section 4(f) evaluation will be prepared. It is assumed there are no Section 6(f) properties in the project area.

Other Environmental Analysis
As identified in the NDOT Environmental Services Division Procedures Guide, the following additional analyses will be conducted:

- Right of Way Acquisitions – Analysis of acquisitions in the context and intensity of the project and setting.
- Relocation impacts – Analysis of residential and non-residential displacements
- Transportation impacts - Analysis of any additional roadway capacity, construction impacts to transportation, change in access control, impacts to bicycle and pedestrian facilities, public transit facilities, and transportation safety
- Floodplains – Analysis of impacts to regulatory floodway or 100-year floodplain
- Water quality
- Biological resources and wildlife impacts – Analysis of potential adverse impacts to federally listed or candidate species, or proposed or designated critical habitat, as well as any required consultation with the US Fish and Wildlife Service and the Nevada Department of Wildlife. Addresses impacts to properties with recognized environmental conditions (REC), previous land uses with potential for such, or potential for such to remain in the right-of-way.
- Demographics and environmental justice – Analysis to impacts on minority and/or low-income populations, including community connectivity and cohesion.
- Transportation planning – Analysis of including in adopted Transportation Improvement Program and State Implementation Plan (TIP/STIP).
- Hazardous materials/waste
- Land use – Analysis of potential impacts to neighborhood characteristics, housing, community facilities, public services, businesses, and development trends. Analysis of consistency with adopted comprehensive plans.
- Visual resources

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

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

  It is anticipated that the geotechnical report may include, but is not limited to the following:
  - "Desktop Geotechnical Report" which will summarize this existing available data and make recommendations for locations and depths of geotechnical explorations performed during 30% design process.
  - Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
  - Perform laboratory testing on samples.
  - Identify the corrosive characteristics of the soil.
  - Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
  - Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
  - Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
  - Provide recommendation and definition for suitable and unsuitable materials.
  - Make recommendations for the treatment and/or removal of unsuitable bearing soils.
  - Make recommendations for trench safety during excavation.
  - Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.

- Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Prepare a hydro-geological reportin areas where shallow groundwater is discovered.
- Make recommendation for trench patching.
- If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

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

The Consultant shall prepare written 30% design geotechnical reports presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation. Deliverables will consist of two (2) bound copies of the 30% Design Geotechnical Report to the City's Representative with the 30% Design Submittals. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

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

CLASSIFICATION	**MAXIMUM HOURLY RATE**
Project Manager	$150
Sr. Project Engineer / Sr. Planner	$135
Project Engineer I / Planner I	$120
Technologist / Planner II	$105
Technologist I	$95
Senior Designer	$90
Project Engineer / Env Planner	$80
Designer / Engineer	$75
Designer II / Engineer II	$65
Technician / Designer III / Engineer III	$60
Engineering Intern / Jr. Env Planner	$50
Admin / Clerical / Doc Control	$40

501 ADDITIONAL SERVICES RATES

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

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

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 56,000.09**
	NEPA Documentation - Environmental Assessment	**$ 177,602.43**
	Geotechnical Investigation	**$ 196,525.90**
	Total Additional Services - Hours	**1,382**
	Total Additional Services - Fee	**$ 430,128.43**

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Travel Expenses (Expenses for travel to and from the project site and travel to other project approved locations/meetings. Expenses include flight, rental car, hotel, and meals).

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

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

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

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

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

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

601 CONSULTANT'S PROJECT STAFF

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

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

601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Stephanie Harrison

601.4 PROJECT MANAGER: Ken Gilbreth, P.E.

601.4.1 RESPONSIBLE IN CHARGE PERSON:
601.4.2 List name of individual Engineer as licensed: Ken Gilbreth, P.E.IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 009177

602 CONSULTANT'S SUBCONSULTANTS

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

602.2 AERIAL MAPPING: Wallace Morris Kline Surveying, LLC (WMK)

602.3 ENVIRONMENTAL: Parametrix, Inc.

602.4 CIVIL ENGINEER:

602.5 STRUCTURAL ENGINEER:

602.6 MECHANICAL ENGINEER:

602.7 ELECTRICAL ENGINEER:

602.8 LANDSCAPE DESIGN: Lage Design Inc.

602.9 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.10 GEOTECHNICAL ENGINEER: Geotechnical & Environmental Services, Inc (GES)

602.11 LAND SURVEYOR: Wallace Morris Kline Surveying, LLC (WMK)

602.12 POTHOLING: KCI Technologies, Inc. (KCI)

602.13 PUBLIC OUTREACH: Ericka Aviles Consulting, LLC & Parametrix, Inc.

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

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

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

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

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

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

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

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

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: Jacobs Engineering Group, Inc.	
Address: 1301 N. Green Valley Pkwy Suite 200	**City / ST / Zip:** Henderson, NV 89074
Telephone: 702-369-6175	**EIN or DUNS :** 95-4081636
Block 2: Description / Subject Matter of Contract	
Services for: Charleston Underpass Project	**Project Number: 220033-JH (**MWA663)

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	SEE ATTACHED		
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: N/A

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: List of Active Officers and Directors

Date of Attached Document: 1/23/2022 Number of Pages: 4

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.

CAROLYN M. BOWENS
Notary Public, State of Nevada
Appointment No. 10-1201-1
My Appt. Expires Dec 17, 2025

Signature

2-25-2022
Date

Subscribed and sworn to before me this 25th day of FEBRUARY, 2022

Notary Signature

Appointments

Board Directors

Name	Position	Appointed
Brooks, Vincent K.	Director	08/14/2020
Demetriou, Steven J	Chairman of the Board	07/28/2016
Eberhart, Ralph E.	Director	09/27/2012
Fernandez, Manuel J.	Director	10/05/2020
Jr., R. C. Davidson	Director	02/13/2001
Kiser, Georgette D.	Director	05/29/2019
Levinson, Linda Fayne	Director	02/13/1996
Loughran, Barbara	Director	05/29/2019
McNamara, Robert	Director	01/19/2017
Robertson, Peter J.	Director	07/30/2009
Thompson, Chris M.T.	Director	11/15/2012

Jacobs

Officers

Name	Position	Appointed
Adkisson, Jason	Assistant Secretary	11/19/2020
Allen, William "Billy" B.	Senior Vice President and Chief Accounting Officer	10/13/2016
Andrews, Madhuri	Chief Digital and Information Officer	11/14/2019
Arnette, Stephen A.	SVP & GM, CMS Advanced Engineering, Research, & OPS (AERO)	01/18/2018
Bello, Marius (Mark) F.	Senior Vice President, Designated Project Executive	01/16/2020
Berryman, Kevin Christopher	President	11/14/2019
Bloom, Katie	Designated person responsible for practice of Environmental	01/18/2018
Bunderson, Michael	Vice President, Tax	05/29/2018
Bussell, Scott	Vice President	01/17/2019
Byers, Timothy	Sr VP & GM, P&PS and Federal & Environmental Solutions	05/05/2020
Carlin, Michael James	Vice President	01/17/2019
Caruso, Joanne E.	Chief Administrative Officer	01/18/2018
Cox, Levitte	Vice President	09/16/2021
Crawford, Bruce	SVP, Strategic Development & Digital Convergence,CMS	11/19/2020
Delisle, Tina	Senior Manager Payroll	02/01/2021
Demetriou, Steven J	Chief Executive Officer	08/17/2015
Doros, Jonathan	SVP, Financial Planning & Analysis, Investor Relations & Tre	11/19/2020
Earsom, Deryl	Assistant Secretary	11/19/2020
Walstrom, Jan	Senior Vice President	05/05/2020
Feghali, Imad	Senior Vice President & GM, PPS, Americas	09/23/2021
Gustafson, Shelette M.	Executive Vice President	04/22/2021
Hannigan, Marietta C.	Executive Vice President	04/22/2021
Hansen, Taggart	Chief Compliance Officer	09/23/2021
Helsing, Jason	Senior Director Tax	06/01/2021
Hendon, Brian Lee	Designated person responsible for practice of Architecture i	01/18/2018
Hicks, Rich	Manager, Ohio Engineering Operations	05/09/2018
Hickton, Dawne Sepanski	Executive Vice President	06/03/2019
Hill, Patrick	EVP and President, People & Place Solutions	08/01/2021
Hooper, Cory	Vice President, Florida Operations	12/17/2019
Hsu, Mike	Senior Director Tax	09/04/2019
Johnson, Justin	General Counsel	09/23/2021

Name	Position	Appointed
Jones, Keith B.	Manager, Ohio Land Surveying Operations	05/09/2018
Laity, Michael	Senior Director Tax	02/21/2020
Lawson, Keith	Sr. Vice President & GM, PPS, Asia Pacific / Middle East	09/23/2021
Lazaro, Alberto	Vice President, Sales	01/03/2022
Lopez-Dubois, Miguel	Manager, California Engineering Operations	01/18/2018
Maloney, Kevin	Manager, California Engineering Operations	01/18/2018
Meinhart, Thomas	Senior Vice President Sales, PPS, Americas	11/14/2019
Miller, Shannon	SVP, Enterprise Risk Management & HR Talent Experience	11/19/2020
Montellano, Victorino	Manager, California Engineering Operations	01/18/2018
Morris, Gary	Senior Vice President & GM, PPS, Americas (North)	11/14/2019
Morrison, Hugh Donald	Senior Vice President & GM, PPS Europe	01/18/2018
Nein, Brett	Vice President, Florida Landscape Architecture Operations	06/01/2018
Nieves, Caesar	SVP & GM, CMS, Cyber & Intelligence	09/23/2021
O'Connor, Kelly	Senior Vice President, Strategy & Project Delivery	05/02/2019
Ostervold, Lars	Managing Agent of Oklahoma Engineering Ops	03/15/2021
Owens, John G.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Parent, Mark J.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Pragada, Robert V.	President	11/14/2019
Refinski, Elizabeth A.	Assistant Secretary	03/26/2009
Richmond, Jennifer	SVP Sales, PPS Fed & Environmental Solutions	05/05/2020
Scarlat, Cristian	Manager, California Engineering Operations	01/18/2018
Scher, Brian	Assistant Secretary	03/29/2009
Sever, Jeffrey David	Designated person responsible for practice of Mechanical Eng	06/28/2018
Shelton, Brian R.	Senior Vice President, Critical Mission Solutions Finance	01/17/2019
Strauss, Scott	Vice President-Authorized Signer	04/01/2019
Thom, Chrissy	Senior Vice President, Growth, Strategy & Solutions PPS	01/27/2021
Uchil, Vinay	Vice President, Florida Engineering Operations	09/24/2018
Vadlamudi, Koti	Senior Vice President & GM, PPS, Advanced Facilities	11/14/2019
Wallace, Ronald	Senior Vice President, Operations Support, CMS	09/02/2020

Name	Position	Appointed
Walter, Eric	Senior Vice President Finance PPS	11/19/2020
Warnock, William Kirkpatrick	Manager, California Engineering Operations	01/18/2018
Watson, Katus	Senior Vice President & GM, PPS Americas (South)	09/23/2021
White, Clive Thomas	Senior Vice President, CMS International	05/05/2020
Wiemelt, Karen	SVP & GM, Energy, Security & Technology, CMS	01/18/2018
Williams, Ronald R.	Senior Vice President & GM, PPS, Americas	11/14/2019
Willis, Aaron	Manager, California Land Surveying Operations	01/18/2018
Wishart-Smith, Heather	SVP, Innovation & Jacobs Connected Enterprise, BIAF	05/02/2019
Wood, Mark	Manager, California Engineering Operations	01/18/2018
Young, Scott E.	Managing Agent of Oklahoma Engineering Ops	03/15/2021

EXHIBIT I
DEPARTMENT OF TRANSPORTATION ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.**

2. **Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.**

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.**

4. **Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.**

5. **Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:**

    a. **withholding payments to the contractor under the contract until the contractor complies; and/or**

    b. **cancelling, terminating, or suspending a contract, in whole or in part.**

6. **Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.**

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

EXHIBIT J
DISADVANTAGED BUSINESS PARTICIPATION

The following DBEs have been identified to support this Agreement. The scope and **3.0 percent** of total contract value identified below shall serve as a minimum participation value, but may be exceeded. Consultant shall not delete work scope or reduce the identified DBEs contract value without prior written agreement by the Nevada Department of Transportation and the City of Las Vegas.

DBE	Scope of Work	Minimum Percentage of Total Agreement Value
EAC	PIO	0.89%
Aerotech	Aerial Mapping	0.68%
LAGE	LNA	2.3%
		%

EXHIBIT K
CONSULTANT COST - CERTIFICATION OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this Proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this Proposal (Identify Proposal and Date) to establish final indirect cost rates for (Agreement Term) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

Firm Name: Jacobs Engineering Group Inc

Signature of Certifying Official: [signature]

Name of Certifying Official: Ken Gilbreth

Title: V.P

Date of Execution: 5/17/22

*Certifying Official shall be an individual executive of financial officer of the Service Provider's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted for acceptance.

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: Jacobs Engineering Group, Inc.	
Address: 1301 N. Green Valley Pkwy Suite 200	**City / ST / Zip:** Henderson, NV 89074
Telephone: 702-369-6175	**EIN or DUNS :** 95-4081636
Block 2: Description / Subject Matter of Contract	
Services for: Charleston Underpass Project	**Project Number: 220033-JH (**MWA663)

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	SEE ATTACHED		
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: N/A

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: List of Active Officers and Directors

Date of Attached Document: 1/23/2022 Number of Pages: 4

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.

CAROLYN M. BOWENS
Notary Public, State of Nevada
Appointment No. 10-1201-1
My Appt. Expires Dec 17, 2025

Signature

2-25-2022
Date

Subscribed and sworn to before me this 25th day of FEBRUARY, 2022

Notary Signature

Appointments

Board Directors

Name	Position	Appointed
Brooks, Vincent K.	Director	08/14/2020
Demetriou, Steven J	Chairman of the Board	07/28/2016
Eberhart, Ralph E.	Director	09/27/2012
Fernandez, Manuel J.	Director	10/05/2020
Jr., R. C. Davidson	Director	02/13/2001
Kiser, Georgette D.	Director	05/29/2019
Levinson, Linda Fayne	Director	02/13/1996
Loughran, Barbara	Director	05/29/2019
McNamara, Robert	Director	01/19/2017
Robertson, Peter J.	Director	07/30/2009
Thompson, Chris M.T.	Director	11/15/2012

Jacobs

Officers

Name	Position	Appointed
Adkisson, Jason	Assistant Secretary	11/19/2020
Allen, William "Billy" B.	Senior Vice President and Chief Accounting Officer	10/13/2016
Andrews, Madhuri	Chief Digital and Information Officer	11/14/2019
Arnette, Stephen A.	SVP & GM, CMS Advanced Engineering, Research, & OPS (AERO)	01/18/2018
Bello, Marius (Mark) F.	Senior Vice President, Designated Project Executive	01/16/2020
Berryman, Kevin Christopher	President	11/14/2019
Bloom, Katie	Designated person responsible for practice of Environmental	01/18/2018
Bunderson, Michael	Vice President, Tax	05/29/2018
Bussell, Scott	Vice President	01/17/2019
Byers, Timothy	Sr VP & GM, P&PS and Federal & Environmental Solutions	05/05/2020
Carlin, Michael James	Vice President	01/17/2019
Caruso, Joanne E.	Chief Administrative Officer	01/18/2018
Cox, Levitte	Vice President	09/16/2021
Crawford, Bruce	SVP, Strategic Development & Digital Convergence,CMS	11/19/2020
Delisle, Tina	Senior Manager Payroll	02/01/2021
Demetriou, Steven J	Chief Executive Officer	08/17/2015
Doros, Jonathan	SVP, Financial Planning & Analysis, Investor Relations & Tre	11/19/2020
Earsom, Deryl	Assistant Secretary	11/19/2020
Walstrom, Jan	Senior Vice President	05/05/2020
Feghali, Imad	Senior Vice President & GM, PPS, Americas	09/23/2021
Gustafson, Shelette M.	Executive Vice President	04/22/2021
Hannigan, Marietta C.	Executive Vice President	04/22/2021
Hansen, Taggart	Chief Compliance Officer	09/23/2021
Helsing, Jason	Senior Director Tax	06/01/2021
Hendon, Brian Lee	Designated person responsible for practice of Architecture i	01/18/2018
Hicks, Rich	Manager, Ohio Engineering Operations	05/09/2018
Hickton, Dawne Sepanski	Executive Vice President	06/03/2019
Hill, Patrick	EVP and President, People & Place Solutions	08/01/2021
Hooper, Cory	Vice President, Florida Operations	12/17/2019
Hsu, Mike	Senior Director Tax	09/04/2019
Johnson, Justin	General Counsel	09/23/2021

Name	Position	Appointed
Jones, Keith B.	Manager, Ohio Land Surveying Operations	05/09/2018
Laity, Michael	Senior Director Tax	02/21/2020
Lawson, Keith	Sr. Vice President & GM, PPS, Asia Pacific / Middle East	09/23/2021
Lazaro, Alberto	Vice President, Sales	01/03/2022
Lopez-Dubois, Miguel	Manager, California Engineering Operations	01/18/2018
Maloney, Kevin	Manager, California Engineering Operations	01/18/2018
Meinhart, Thomas	Senior Vice President Sales, PPS, Americas	11/14/2019
Miller, Shannon	SVP, Enterprise Risk Management & HR Talent Experience	11/19/2020
Montellano, Victorino	Manager, California Engineering Operations	01/18/2018
Morris, Gary	Senior Vice President & GM, PPS, Americas (North)	11/14/2019
Morrison, Hugh Donald	Senior Vice President & GM, PPS Europe	01/18/2018
Nein, Brett	Vice President, Florida Landscape Architecture Operations	06/01/2018
Nieves, Caesar	SVP & GM, CMS, Cyber & Intelligence	09/23/2021
O'Connor, Kelly	Senior Vice President, Strategy & Project Delivery	05/02/2019
Ostervold, Lars	Managing Agent of Oklahoma Engineering Ops	03/15/2021
Owens, John G.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Parent, Mark J.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Pragada, Robert V.	President	11/14/2019
Refinski, Elizabeth A.	Assistant Secretary	03/26/2009
Richmond, Jennifer	SVP Sales, PPS Fed & Environmental Solutions	05/05/2020
Scarlat, Cristian	Manager, California Engineering Operations	01/18/2018
Scher, Brian	Assistant Secretary	03/29/2009
Sever, Jeffrey David	Designated person responsible for practice of Mechanical Eng	06/28/2018
Shelton, Brian R.	Senior Vice President, Critical Mission Solutions Finance	01/17/2019
Strauss, Scott	Vice President-Authorized Signer	04/01/2019
Thom, Chrissy	Senior Vice President, Growth, Strategy & Solutions PPS	01/27/2021
Uchil, Vinay	Vice President, Florida Engineering Operations	09/24/2018
Vadlamudi, Koti	Senior Vice President & GM, PPS, Advanced Facilities	11/14/2019
Wallace, Ronald	Senior Vice President, Operations Support, CMS	09/02/2020

Name	Position	Appointed
Walter, Eric	Senior Vice President Finance PPS	11/19/2020
Warnock, William Kirkpatrick	Manager, California Engineering Operations	01/18/2018
Watson, Katus	Senior Vice President & GM, PPS Americas (South)	09/23/2021
White, Clive Thomas	Senior Vice President, CMS International	05/05/2020
Wiemelt, Karen	SVP & GM, Energy, Security & Technology, CMS	01/18/2018
Williams, Ronald R.	Senior Vice President & GM, PPS, Americas	11/14/2019
Willis, Aaron	Manager, California Land Surveying Operations	01/18/2018
Wishart-Smith, Heather	SVP, Innovation & Jacobs Connected Enterprise, BIAF	05/02/2019
Wood, Mark	Manager, California Engineering Operations	01/18/2018
Young, Scott E.	Managing Agent of Oklahoma Engineering Ops	03/15/2021

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve award of Contract No. 220236-SK, Material Testing and Special Inspection Services for Sewer Replacement and Rehabilitation - Group N, Phase II, located on Cheyenne Avenue from Buffalo Drive to Sisk Road and Button Willow Drive - Department of Public Works - Award recommended to: GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. (Not-to-Exceed $220,000 - Sanitation Enterprise Fund) - Wards 1, 4 and 5 (Knudsen, Anthony, and Crear) and Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $220,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract will support the Sewer Rehab Group N, Phase II project for the Department of Public Works. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. Geotechnical & Environmental Services, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220236-SK
2. Certificate - Disclosure of Ownership and Principals

MATERIAL TESTING AND SPECIAL INSPECTION SERVICES CONTRACT
FOR
SEWER REPLACEMENT AND REHABILITATION – GROUP N, PHASE II

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.**, (the "Consultant"), **a LIMITED LIABILITY COMPANY**, whose address is **7150 PLACID STREET, LAS VEGAS, NV 89119**.

PROJECT DESCRIPTION:

LOCATION:
The new interceptor sewer construction is located within Cheyenne Avenue, beginning at approximately 900 feet west of Buffalo Drive and proceeds east approximately 8,300 feet to Sisk Road. The interceptor sewer lies within City of Las Vegas, Clark County, and Nevada Department of Transportation rights of way. Additionally a 50-foot section of 15-inch diameter sewer is being replaced on Button Willow Drive in Sun City Summerlin.

SCOPE OF WORK:
The new interceptor sewer construction consists of approximately 4,262 linear feet of 36-inch pipe, and 3,806 linear feet of 42-inch pipe. Construction of lateral sewers includes 60 linear feet of 8-inch pipe, 216 linear feet of 10-inch pipe, 62 linear feet of 12-inch pipe and 121 linear feet of 15-inch pipe. In addition, 306 linear feet of 60-inch steel casing will be installed by tunneling.

W I T N E S S E T H:

WHEREAS, the City intends to construct the SEWER REHAB GROUP N PHASE II (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 CITY RESPONSIBILITIES

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

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

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

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

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

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

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

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

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

6.0 TERM OF CONTRACT

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

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

7.0 COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

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

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

10.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or 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 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

10.3.2.3 In the event that the City elects to implement 10.3.1.2 above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

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

10.4.1 ***Delivery of Documents.***

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract

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

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

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

10.5 ***Insurance***

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

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

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

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all

vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

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

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

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

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

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

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

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

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

of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

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

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

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

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

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

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

10.8 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any

other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

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

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

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

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

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

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

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

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

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

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

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

Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

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

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

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

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

10.15.3 *Nevada Public Records Act.* Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to

assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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

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

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

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

10.20 ***Claim or Dispute Resolution***

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

10.20.2 ***Resolution by Management. The*** City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

CONSULTANT

By: _____
Gregory P. DeSart P.E., President

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 5/17/22
Deputy City Attorney

John S. Ridilla
Chief 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 " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 PROPOSAL INCLUDED

In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated March 23, 2022, attached and included as Exhibit "A-1". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

100.1 SCOPE OF PROJECT

100.1.1 The scope and location of the Project is generally described as follows:

LOCATION:

The new interceptor sewer construction is located within Cheyenne Avenue, beginning at approximately 900 feet west of Buffalo Drive and proceeds east approximately 8,300 feet to Sisk Road. The interceptor sewer lies within City of Las Vegas, Clark county, and Nevada Department of Transportation rights of way. Additionally a 50-foot section of 15-inch diameter sewer is being replaced on Button Willow Drive in Sun City Summerlin.

SCOPE OF WORK:

The new interceptor sewer construction consists of approximately 4,262 linear feet of 36-inch pipe, and 3,806 linear feet of 42-inch pipe. Construction of lateral sewers includes 60 linear feet of 8-inch pipe, 216 linear feet of 10-inch pipe, 62 linear feet of 12-inch pipe and 121 linear feet of 15-inch pipe. In addition, 306 linear feet of 60-inch steel casing will be installed by tunneling.

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

100.2 SUBCONTRACTS

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

100.3 REGULATORY AUTHORITIES

100.3.1 The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. The Consultant agrees that its relationship with the regulatory

authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

100.4 ONLINE PROJECT MANAGEMENT SOFTWARE

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

100.4.2 The City shall provide:

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

100.4.3 The Consultant shall provide:

- Training of Consultant personnel required to utilize the MASTERWORKS software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MASTERWORKS software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MASTERWORKS software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MASTERWORKS software.

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

END OF EXHIBIT "A"

EXHIBIT A-1

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

- Geotechnical Engineering
- Construction Materials Testing & Inspections
- Environmental Services
- AASHTO Accredited Testing Laboratories
- IAS Accredited

March 23, 2022
Proposal No. 20225960C1r

Chris Plutte, P.E.
Engineering Project Manager
City of Las Vegas Department of Public Works – Construction Management
416 N. 7th Street
Las Vegas, Nevada 89101

RE: Revised Scope of Services and Estimated Fee
Construction Materials Quality Assurance Observation and Testing Services
Sewer Replacement and Rehabilitation – Group N, Phase II
Las Vegas, Nevada

Dear Mr. Plutte:

Geotechnical & Environmental Services, Inc. (GES) is pleased to present to The City of Las Vegas (the City) a revised scope of services and fee estimate to provide construction materials Quality Assurance (QA) observation and testing services for the Sewer Replacement and Rehabilitation – Group N, Phase II project in Las Vegas, Nevada.

Estimated Fee

Our services described herein will be performed for an estimated fee based on our understanding of the project, as follows:

Construction Materials QA Observation and Testing Services $199,777

GES' site presence for sampling and testing will be as requested and as coordinated by the City project representatives. If this proposal is acceptable as presented, we are prepared to begin our services as soon as we receive a fully executed agreement.

Our incurred fees will be billed monthly on a time-and-expense basis, based on the proposed maximum allowable direct salaries, shown in the table below, times a proposed multiplier of 2.92, and the laboratory test rates shown on our attached Construction Materials Observation and Testing Fee Estimate (the Fee Estimate).

Employee Classification	Maximum Hourly Rate	Maximum Billable Rate
Principal	$90	$262.8
Senior Engineer / Project Manager	$80	$233.6
Staff Engineer	$55	$160.6
Inspector	$40	$116.8
Materials Technician	$35	$102.2
Admin Support / Document Administrator	$30	$87.6

Project Description

Our understanding of the project is based on our experience with similar projects in the City, our discussions with you, and a review of the following provided documents:

- Project Plans, prepared by Stantec, stamp-dated in October 13, 2021.
- Special Provisions, prepared by Stantec, stamp-dated October 13, 2021.

The project consists of new interceptor sewer construction within Cheyenne Avenue, beginning at approximately 900 feet west of Buffalo Drive and proceeds east approximately 8,300 feet to Sisk Road. The interceptor sewer lies within City of Las Vegas, Clark County, and Nevada Department of Transportation rights of way. Additionally, a 50- foot section of 15-inch diameter sewer is being replaced on Button Willow Drive in Sun City Summerlin. The new interceptor sewer construction consists of approximately 4,262 linear feet of 36-inch pipe, and 3,806 linear feet of 42-inch pipe. Construction of lateral sewers includes 60 linear feet of 8-inch pipe, 216 linear feet of 10-inch pipe, 62 linear feet of 12-inch pipe and 121 linear feet of 15-inch pipe. In addition, 306 linear feet of 60-inch steel casing will be installed by tunneling. It is anticipated that the project will be completed within 210 calendar days.

GES Scope of Work

Based on our discussions with the City, we understand that the QA testing will generally be in accordance with Table 1 (CLV Materials Testing and Sampling Frequencies - November 2017), as requested by the City, to achieve a minimum 10% for non-structural items and a minimum 30% for structural items, of Quality Control (QC) test quantities, or as directed by the City project representatives.

Our proposed field staffing and laboratory testing for observation and testing for the project is described below and is summarized on our attached Fee Estimate. We will perform our observation and testing services according to the estimated number of trips, hours and sampling quantities summarized in the attached Fee Estimate. If the City changes the scope of required sampling and testing, our scope of work and fee will need to be revised.

We assume that the concrete and asphalt mixes that will used for the project construction will be included in the IQAC Qualified Materials Lists, and that project control laboratory testing for concrete aggregates and asphalt aggregates will not be required.

Materials Testing Technician

GES will provide qualified field personnel to perform sampling, observation and testing during the earthwork, concrete and asphalt construction. We assumed in our estimate that our technicians will be on site for an average of 30 hours per week, including travel, during the 210 calendar day construction period, that GES may use a runner as needed to pick up samples from the site for delivery to our laboratory to expedite the testing process and improve test results turn-around times, and that GES may have more than one technician on site during simultaneous construction activities.

Laboratory Testing

Soils and Aggregate

GES' Materials Testing Technicians will obtain samples of the native and import for laboratory testing to evaluate conformance of these materials to the project specifications, as applicable.

Concrete and CLSM

GES' Materials Testing Technicians will obtain freshly mixed concrete and samples for field and laboratory testing to evaluate the concrete's conformance to the project specifications. We anticipate that our technicians will perform slump, temperature, unit weight and if applicable air content testing on each sample and will mold cylindrical and as applicable beam compressive strength test specimens.

Dense-Graded Asphalt

GES' Materials Testing Technicians will obtain hot-mix samples of dense graded asphalt during paving and will obtain cores of the dense-graded asphalt, for laboratory testing to evaluate conformance to the project specifications.

Scope Management and Technical Oversight

GES will provide supervision and technical oversight of Materials Testing Technicians performing observation and testing at the project site by a Professional Engineer licensed in the State of Nevada. GES will coordinate site visits as requested by the City, through our dispatching line (702-721-1940) or email (dispatch@gesnevada.com). We assume that we will be notified by the City at least 24 hours in advance for scheduling field observations and testing. GES will provide our laboratory testing reports to the City project representatives, by electronic mail. GES will notify the City of any non-conforming test result on the day the non-conforming result is identified.

GES will provide monthly reports summarizing our field and laboratory observation and testing results throughout each month. GES will review the QC testing monthly reports (the QC reports) and will provide our review comments within our corresponding monthly reports. Our monthly reports will include a summary of QA/QC ratios based on our QA testing quantities and the information provided in the QC reports. Our review of the QC reports will generally be based on Section 112.09 (Monthly Reporting) of the Special Provisions.

As discussed with you, we assume that GES will attend project meetings only when requested by the City. In our estimate, we assumed that GES will attend up to 5 project meetings, including the project preconstruction meeting and a QC/QA-specific meeting.

Exclusions and Additional Services

Our Time and Materials fee excludes any tasks not specifically outlined in this proposal including but not necessarily limited to the following: detailed review and evaluation of background documentation; structural evaluation of existing structures and improvements; supervision or coordination of contractor work; geotechnical explorations; installation of electrical systems, plumbing or other mechanical control systems; obtaining or preparing permits; work plans; safety plans; union or prevailing wage considerations; services performed over 8 hours per day and all services on holidays and weekends; exceeding the estimated construction schedule described in this proposal; review of the Contractor's submittals other than the monthly QC control reports; review of the Contractor's advanced notification

cards for scheduling purposes; RFI review; schedule review; laboratory testing for concrete aggregates and asphalt aggregates; standby time; re-testing or re-inspecting work; evaluation, preparation or technical review of improvement plans; environmental site assessments; surveying; special inspection for concrete, reinforcing steel, structural steel and welding and post installed anchors in concrete or masonry; architectural observation and inspections; observation or testing during demolition; and any other services not specifically listed in this proposal.

Overtime services (client requested services performed over 8 hours per day and all services on holidays and weekends) will be charged at 1.3 times the hourly rates in shown in the Contract. Expedited laboratory services will be performed at 1.5 times the rates shown on the Contract. Additional services not included in the scope described herein may be requested and a separate proposal with a scope of services and associated fees for additional services can be prepared.

We appreciate the opportunity to provide our professional services. We hope to be able to meet with you and discuss the details of our services to be provided. Please feel free to contact our office at (702) 365-1001 if you have any questions or comments regarding this proposal.

Sincerely,
Geotechnical & Environmental Services, Inc.

Ahmed A. Abubakr, P.E.
Senior Engineer

For:
Gregory P. DeSart, P.E.
President

AAA:GPD: lf

Encl: Fee Estimate

Dist: PDF emailed to addressee at cplutte@lasvegasNevada.gov, Cc to Mr. Tom Hayes at thayes@lasvegasnevada.gov
Copy to proposal file

CONSTRUCTION MATERIALS TESTING AND OBSERVATION FEE ESTIMATE

Project Name: Sewer Replacement and Rehabilitation – Group N, Phase II
Project Number: 20225960C1r
Client: City of Las Vegas
Estimated By: AAA/GPD
Date: 3/23/2022

Materials Testing Technician	Notes						
Field Testing							
MATERIALS TECHNICIAN / INSPECTOR	Field Sampling & Testing		900 hours	$116.8	max., per hour	$105,120.00
					Subtotal=	**$105,120.00**
Soils Laboratory Testing						
SIEVE ANALYSIS		20 tests @		$130	per test	$2,600.00
ATTERBERG LIMITS		20 tests @		$145	per test	$2,900.00
MODIFIED COMPACTION PROCTOR		20 tests @		$180	per test	$3,600.00
SULFATE (SO4), SOLUBILITY		20 tests @		$85	per test	$1,700.00
SWELL TEST - SNBC 1803.5.3.2 (60 psf)		5 tests @		$100	per test	$500.00
					Subtotal=	**$11,300.00**
Type II Aggregate Base Laboratory Testing						
SIEVE ANALYSIS		5 tests @		$130	per test	$650.00
ATTERBERG LIMITS		5 tests @		$145	per test	$725.00
MODIFIED COMPACTION-PROCTOR		5 tests @		$180	per test	$900.00
FRACTURED FACES		5 tests @		$150	per test	$750.00
LA ABRASION		2 tests @		$240	per test	$480.00
R-VALUE		2 tests @		$265	per test	$530.00
SULFATE ONLY (SO4)		2 tests @		$45	per test	$90.00
					Subtotal=	**$4,125.00**
Concrete Laboratory Testing						
CONCRETE COMPRESSIVE STRENGTH - CONCRETE CYLINDER		25 sets @	5 cyls/set @	$25	per cyl	$3,125.00
CONTROLLED LOW-STRENGTH MATERIAL (CLSM)		30 sets @	3 specimens/set @	$35	per specimen	$3,150.00
					Subtotal=	**$6,275.00**
Concrete Aggregate Laboratory Testing						
SIEVE ANALYSIS		2 tests @		$130	per test	$260.00
SPECIFIC GRAVITY FINE AGGREGATE		2 tests @		$160	per test	$320.00
SPECIFIC GRAVITY COARSE AGGREGATE		2 tests @		$140	per test	$280.00
LA ABRASION		2 tests @		$240	per test	$480.00
SAND EQUIVALENT		2 tests @		$150	per test	$300.00
FRACTURED FACES		2 tests @		$150	per test	$300.00
ORGANIC IMPURITIES		2 tests @		$70	per test	$140.00
CLAY LUMPS AND FRIABLE PARTICLES		2 tests @		$135	per test	$270.00
CLEANNESS VALUE		2 tests @		$135	per test	$270.00
SODIUM SULFATE SOUNDNESS		2 tests @		$325	per test	$650.00
LIGHTWEIGHT PARTICLES		2 tests @		$175	per test	$350.00
					Subtotal=	**$3,620.00**
Dense-Graded Asphalt and UTACS Laboratory Testing						
EXTRACTION/GRADATION		10 tests @		$350	per test	$3,500.00
RICE UNIT WEIGHT		10 tests @		$130	per test	$1,300.00
DIRECT TENSILE STRENGTH		10 tests @		$500	per test	$5,000.00
BULK SPECIFIC GRAVITY UNCOATED/SSD (SET OF 3) - (PREP PACKS)		10 tests @		$100	per test	$1,000.00
MARSHALL STABILITY, FLOW AND COMPACTION		6 tests @		$230	per test	$1,380.00
HVEEM METHOD		4 tests @		$265	per test	$1,060.00
BULK SPECIFIC GRAVITY & DENSITY PARAFFIN SAMPLES (CORE SAMPLES)		3 sets @	5 cores/set	$55	per core	$825.00
OVEN CALIBRATION FOR DETERMINING ASPHALT CONTENT BY IGNITION OVEN		2 tests @		$600	per test	$1,200.00
					Subtotal=	**$15,265.00**
Asphalt Aggregate Laboratory Testing						
SIEVE ANALYSIS		2 tests @		$130	per test	$260.00
FRACTURED FACES		2 tests @		$150	per test	$300.00
FINE AGGREGATE ANGULARITY		2 tests @		$145	per test	$290.00
METHYLENE BLUE		2 tests @		$200	per test	$400.00
LA ABRASION		2 tests @		$240	per test	$480.00
ELONGATION @ 5:1		2 tests @		$150	per test	$300.00
SODIUM SULFATE SOUNDNESS		2 tests @		$325	per test	$650.00
					Subtotal=	**$2,680.00**
Scope Management and Technical Oversight						
STAFF ENGINEER	Review and Reporting		130 hours @	$160.6	max., per hour	$20,878.00
SENIOR ENGINEER / PROJECT MANAGER	Scope Management, including Project Meetings		80 hours @	$233.6	max., per hour	$18,688.00
PRINCIPAL	Project Administration		25 hours @	$262.8	max., per hour	$6,570.00
ADMIN SUPPORT / DOCUMENT ADMINSTRATOR	Coordination and Reporting		60 hours @	$87.6	max., per hour	$5,256.00
					Subtotal=	**$51,392.00**
					Estimated Fee for Testing and Observations =	**$199,777**

EXHIBIT B
REQUIRED SUBMITTALS

200.1 GENERAL

200.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency.

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

300.2 Site access is hereby provided to the Consultant by the City for the scope of services contained in this Contract. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

301 SCHEDULE OF SERVICES

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed $220,000.00. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 2.92, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

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

BASIC SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$199,777.00	

ADDITIONAL SERVICES ALLOWANCE

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

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$20,223.00	

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

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

CLASSIFICATION	MAXIMUM HOURLY RATE
Principal	$90
Senior Engineer / Project Manager	$80
Staff Engineer	$55
Inspector	$40
Materials Technician	$35
Admin Support / Document Administrator	$30

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

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

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

501.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required

due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

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

502.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Tom Hayes

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.a **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):** Ahmed Abubakr

601.1.b **CONSULTANT REPRESENTATIVE'S SUPERVISOR:** David Salter

601.1.c **TECHNICIAN:** Marquis Morse

601.1.d **CLERICAL:** Diana Torti

601.1.e **RESPONSIBLE IN CHARGE PERSON***: Ahmed Abubakr
* List name of individual Architect, individual Engineer, or Contractor company name as licensed:

601.1.f **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Architect, Engineer, or Contractor license number: 024046

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
1		$0.00	$0.00	$0.00	$0.00	$0.00			
					$0.00	$0.00			
					$0.00	$0.00			
2		$0.00	$0.00	$0.00	$0.00	$0.00			
					$0.00	$0.00			
					$0.00	$0.00			
3		$0.00	$0.00	$0.00	$0.00	$0.00			
					$0.00	$0.00			
					$0.00	$0.00			
4		$0.00	$0.00	$0.00	$0.00	$0.00			
					$0.00	$0.00			
					$0.00	$0.00			
5		$0.00	$0.00	$0.00	$0.00	$0.00			
					$0.00	$0.00			
					$0.00	$0.00			
6		$0.00	$0.00	$0.00	$0.00	$0.00			
					$0.00	$0.00			
					$0.00	$0.00			
7		$0.00	$0.00	$0.00	$0.00	$0.00			
			$0.00		$0.00	$0.00			
					$0.00	$0.00			
8		$0.00	$0.00	$0.00	$0.00	$0.00			
			$0.00		$0.00	$0.00			
					$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	$0.00	$0.00						

	Additional Services Allowance:								
ASR#	Total Additional Services	$0.00	$0.00	$0.00	$0.00	$0.00			
1	0				$0.00	$0.00			
2	0				$0.00	$0.00			
3	0				$0.00	$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	
TOTAL AMOUNT OF INVOICE:		$0.00	

Total PO Amount:	$0.00
Total Contracted Amount:	$0.00
Total Billed to Date:	$0.00
PO Balance:	$0.00
Contract Balance:	$0.00

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
EXHIBIT H

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: Geotechnical & Environmental Services, Inc.	**Services for:** Sewer Rehab Group N
Address: 7150 Placid Street Las Vegas, NV 89119	
Telephone: 702-365-1001	**Project Number:** 220236-SK
EIN or DUNS : 88-0289362	

Block 3: Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gregory DeSart	7150 Placid Street Las Vegas NV 89119	(702) 365-1001
2.	David Salter	7150 Placid Street Las Vegas NV 89119	(702) 365-1001
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

04/01/2022
Date

Subscribed and sworn to before me this 1ST day of

APRIL, 2022

Notary Public

DIANA M. TORTI
Notary Public, State of Nevada
No. 18-1443-1
My Appt. Exp. Feb. 14, 2026

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
EXHIBIT H

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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

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: Geotechnical & Environmental Services, Inc.	**Services for:** Sewer Rehab Group N
Address: 7150 Placid Street Las Vegas, NV 89119	
Telephone: 702-365-1001	**Project Number:** 220236-SK
EIN or DUNS : 88-0289362	

Block 3: Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gregory DeSart	7150 Placid Street Las Vegas NV 89119	(702) 365-1001
2.	David Salter	7150 Placid Street Las Vegas NV 89119	(702) 365-1001
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Gregory DeSart
Name

04/01/2022
Date

Subscribed and sworn to before me this 1ST day of APRIL, 2022

Notary Public

DIANA M. TORTI
Notary Public, State of Nevada
No. 18-1443-1
My Appt. Exp. Feb. 14, 2026

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
20

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220237-SK Construction Manager as Agent for Sewer Rehab Group N, Phase II, located on Cheyenne Avenue, from Buffalo Drive to Sisk Road and Button Willow Drive - Department of Public Works - Award recommended to: CMWORKS, INC. (Not-to-Exceed $834,433 - Sanitation Enterprise Fund) - Wards 1, 4 and 5 (Knudsen, Anthony, and Crear) and Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $834,433
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract will provide construction manager as agent support for the Sewer Rehab Group N, Phase II project. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. CMWorks, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 220237-SK
2. Certificate - Disclosure of Ownership and Principals

CONSTRUCTION MANAGER AS AGENT CONTRACT
FOR
SEWER REHAB GROUP N PHASE II

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **CMWorks, Inc.** (the "Consultant"), **a Nevada corporation** , whose address is **6960 Smoke Ranch Road, Las Vegas, NV 89128**.

PROJECT DESCRIPTION:

LOCATION:
The new interceptor sewer construction is located within Cheyenne Avenue, beginning at approximately 900 feet west of Buffalo Drive and proceeds east approximately 8,300 feet to Sisk Road. The interceptor sewer lies within City of Las Vegas, Clark county, and Nevada Department of Transportation rights of way. Additionally a 50-foot section of 15-inch diameter sewer is being replaced on Button Willow Drive in Sun City Summerlin.

SCOPE OF WORK:
The new interceptor sewer construction consists of approximately 4,262 linear feet of 36-inch pipe, and 3,806 linear feet of 42-inch pipe. Construction of lateral sewers includes 60 linear feet of 8-inch pipe, 216 linear feet of 10-inch pipe, 62 linear feet of 12-inch pipe and 121 linear feet of 15-inch pipe. In addition, 306 linear feet of 60-inch steel casing will be installed by tunneling.

W I T N E S S E T H:

WHEREAS, the City intends to construct the SEWER REHAB GROUP N PHASE II (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the knowledge, skills and experience to perform the services hereinafter set forth within the time required under this Contract;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

1.0 CONSULTANT RESPONSIBILITIES

1.1 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached

hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

1.2 ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

1.3 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

1.4 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

1.5 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, Exhibit "F" attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

1.6 ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.7 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

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, 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 maximum cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the maximum compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

4.1 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

4.2 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

5.0 SUBCONSULTANT CONTRACT

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an Contract with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant Contract a provision that:

5.1.1 the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

5.1.3 the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

5.1.4 unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

6.2 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 400.2.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

7.3 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.4 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.5 Payment Invoicing. The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.7 ***Final Payment***. Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

8.0 PERFORMANCE SCHEDULE

8.1 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, Exhibit "C" attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

9.0 AUDIT: ACCESS TO RECORDS

9.1 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.2 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract, unless additional retention is required based on funding-specific requirements. 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 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 hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.2 ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.3 ***Termination for Cause or Other Resolution.***

10.3.1 ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

10.3.2 ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

10.3.2.1 terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

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 Construction Manager as Agent and serve within a reasonable time after completion of this Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

In the event that the City elects to implement 10.3.1 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

10.4.1 ***Delivery of Documents.***

10.4.1.1 In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations,

reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Contract for any disputed payment claims.

10.4.2 ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

10.5.1 ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. <u>The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.</u>

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. <u>The Consultant's General Liability policy shall have 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.</u>

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

10.5.6 All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

10.5.7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City.

10.5.9 **Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

10.5.11 Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

10.5.13 The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage

is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation

or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.8 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.9 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

10.9.1 it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

10.9.2 it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

10.9.3 its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and

10.9.4 it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "H" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "H," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "H" within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.13 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.14 Severability. In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto.

10.15 *Confidentiality.* The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.15.1 *Definition.* The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 *Requirements*. Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 *Nevada Public Records Act.* Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any

Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management. The*** City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days

after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

10.20.4 ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Contract shall be entitled to reasonable attorney fees and court costs.

10.22 **Calendar Day.** All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 **Exhibits.** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

10.24 **Counterparts; Electronic Delivery**. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 **Contract Version.** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 5/17/22
Deputy City Attorney

John S. Ridilla
Chief Deputy City Attorney

CONSULTANT

By: _____
David Alexander, PE, CCM, President

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 PROJECT OVERVIEW

100.1 DESCRIPTION OF PROJECT

LOCATION:
The new interceptor sewer construction is located within Cheyenne Avenue, beginning at approximately 900 feet west of Buffalo Drive and proceeds east approximately 8,300 feet to Sisk Road. The interceptor sewer lies within City of Las Vegas, Clark county, and Nevada Department of Transportation rights of way. Additionally a 50-foot section of 15-inch diameter sewer is being replaced on Button Willow Drive in Sun City Summerlin.

SCOPE OF WORK:
The new interceptor sewer construction consists of approximately 4,262 linear feet of 36-inch pipe, and 3,806 linear feet of 42-inch pipe. Construction of lateral sewers includes 60 linear feet of 8-inch pipe, 216 linear feet of 10-inch pipe, 62 linear feet of 12-inch pipe and 121 linear feet of 15-inch pipe. In addition, 306 linear feet of 60-inch steel casing will be installed by tunneling.

100.2 CONDITIONS

100.2.1 ***Contract Documents*** as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

100.2.2 ***Consultant Proposals***. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Contract or included by reference, the terms of this Contract shall govern any conflicts between the documents and this Contract, and any such attachments or references shall only be utilized to compliment this Contract in describing the detail of the scope of work described in this Contract, except that the scope shall not be less than the requirements in this Contract, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Contract, even if such attachments or references are signed by the parties to this Contract.

100.2.3 ***Regulatory Authorities***. The Consultant does hereby acknowledge, understand and agree that the City Engineer Division, acting as the City's representative for purposes of the Project, does not have control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Departments of the City of Las Vegas, plus Clark County and other agencies. The City' representative acts in a capacity similar to that of a representative working for a private property owner, which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer Division does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer Division. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

100.2.4 ***Certifications***. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Contract, the Consultant shall provide personnel with the proper credentials during the term of this Contract. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Contract, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

100.2.5 ***Capital Improvement Project (CIP) Software***. Upon City request, Consultant shall utilize the City's CIP software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited

to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

- The City shall provide:
  - A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
  - The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
  - User accounts for Consultant's access to the MasterWorks software.
- The Consultant shall provide:
  - Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
  - Information using the forms, screen views, and information fields provided in the software and training materials.
  - 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.

100.2.6 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.

100.3 *REFERENCE STANDARDS*

100.3.1 All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

100.3.2 The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Contract:

- Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
  - Nevada Department of Transportation (NDOT) references (most current editions):
  - Road Design Division Manual, Parts 1 & 2.
  - Standard Specifications for Road and Bridget Construction (NDOT Silver book).
  - Standard Plans for Road and Bridge Construction.
  - Standard Construction Plan Symbols and Design Layout and Drafting Methods
  - Bridge Design and Procedures Manual
  - Nevada Work Zone Traffic Control Handbook
  - Design and Construction Standards for Wastewater Collection
  - Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
  - Traffic Control Devices Handbook
  - Roadside Design Guide
  - American Society for Testing and Materials (ASTM)
  - A Policy on Geometric Design and Highway and Streets (AASHTO)
  - Clark County Regional Flood Control District's Policies and Procedures.
  - Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
  - Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)

- American Concrete Institute (ACI)
- The Asphalt Institute
- Portland Cement Association (PCA)
- City of Las Vegas Building Codes:
  - International Building Code (IBC)
  - International Energy Conservation Code (IECC)
  - National Electric Code (NEC)
  - Southern Nevada Pool Code
  - Uniform Administrative Code
  - Uniform Mechanical Code (UMC)
  - Uniform Plumbing Code (UPC)
  - Uniform Fire Code, NFPA 1
  - City amendments to the above codes
  - City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
  - City of Las Vegas Municipal Code Title 19 Zoning Code
- Accessibility Laws, Codes, Standards, and Guidelines:
  - Architectural Barriers Act
  - Rehabilitation Act
  - Americans with Disabilities Act (ADA)
  - Telecommunications Act (Section 255)
  - Rehabilitation Act Amendments
  - Access Board Guidelines
    - ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
    - Recreation Facilities Guidelines
    - Outdoor Developed Area Guidelines
    - Play Area Guidelines
    - Building Elements Designed for Children's Use
    - State and Local Government Facilities
    - Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
    - Electronic and Information Technology Accessibility Guidelines
- ANSI 117.1
- NRS 338.180.4 for building signage
- NRS 484.408 and City Municipal Code for parking signage
  - Consumer Product Safety Commission Handbook for Public Playground Safety
  - Utility Company Design Standards
- Las Vegas Valley Water District
- NV Energy
- CenturyLink
- Cox Communications
- Southwest Gas
- Republic Service of Southern Nevada
- Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
- Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
- Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways
- Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint

- Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

101 CITY RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with:

101.3 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

102 CONSULTANT RESPONSIBILITIES

102.1 ***SCOPE OF SERVICES.*** The Consultant shall provide the following scope of services, as more fully described below:

102.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES

- Pre-Construction Procedures
- Construction Procedures
- Close-Out Procedures

102.2 STAFFING REQUIREMENTS

102.2.1 The Consultant shall provide the following minimum personnel for the services to be performed under this Contract. Reference the entire Contract for additional staffing requirements.

102.2.2 ***Construction Manager***. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.

102.2.3 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

102.2.4 ***Construction Coordinator***. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:

102.2.5 A four year college degree in architecture, construction management or engineering discipline; or

102.2.6 Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or

102.2.7 An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

102.2.8 ***Construction Inspector.*** The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

102.2.9 ***Document Administrator.*** The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Contract. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

102.2.10 ***Qualifications.*** The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

102.2.11 Subconsultants. Services may be performed by subconsultants of the Consultant if the subconsultant is listed in Exhibit "F" Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

102.3 EQUIPMENT REQUIREMENTS

102.3.1 Equipment. The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:

- Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
- A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.
- Computer and communications systems required to manage the Project.
- Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.
- Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.
- A library of reference standards applicable to the Project, see list above.

102.4 Software

- The Consultant's documentation shall, to the maximum extent possible, be prepared using MasterWorks software accessed via an Internet connection to the City system. No software purchase is required of the Consultant for this access and use.
- Where MasterWorks documentation capabilities are limited, provide documents in the following software formats: AutoCAD 2018, Microsoft Office 2007 and Microsoft Project 2000, or more recent versions.
- Verify that digital electronic entries and submittals are free of electronic "viruses", "worms", "Trojan horses", and other malicious code using commercially available software with current virus definitions.

102.5 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

103 CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

103.1 DOCUMENT CONTROL

103.1.1 Document Setup & Review. The Consultant shall:

- Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.
- Setup the MasterWorks software, files, and forms in compliance with the City filing standards, enter in MasterWorks all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.
- Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.
- Perform a review of the Project documents and forward any review comments to the City Representative.
- Documents. Minimum documents to review include, as applicable to the Project:
    - Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.
    - Geotechnical report and site survey.
    - Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.
    - LEED points to achieve for new building construction.
    - Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.

- Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.
- Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.
- Contractor's Traffic Control Plan.
- Contractor's trench safety plans and competent person submittal for OSHA compliance.
- National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).
- General Discharge Permit for Oil/Water Separators and Best Management Plan.
- Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.

- Review. Minimum review of documents shall include:
  - A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.
  - A review of the contractual terms to determine the requirements for contract administration and enforcement.
  - A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.
  - A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.
  - A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, neighboring land interface, children's movement to and from the schools in the area, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.
  - A review of city furnished items for interface with the Contractor's work and schedule delivery.
  - A review of multiple owner construction contracts, if any, for coordination and interface.
  - Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.
  - A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

103.1.2 Backups. The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of the MasterWorks database for the Project and each project document prepared and processed under this CONTRACT, backed up no less frequently than daily, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this CONTRACT has been made.

103.1.3 Substitutions. The Consultant shall:

- Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into MasterWorks , reject or forward them to the City Representative and designer for review and approval.
- In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

103.1.4 Contractor Submittals. The Consultant shall:

- Prepare a master list of all contractually required submittals in MasterWorks and distribute copies.
- Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.

- Generate a submittal log in MasterWorks showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.
- All submittals that are received in accordance with the Contract Documents shall be logged into MasterWorks and forwarded to the designer for review and approval or rejection.
- Re-Submittals shall be handled in the same manner as the original submittal.
- Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

103.2 PROJECT CONTROL

103.2.1 ***Meetings.*** The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.

103.2.2 ***Partnering Meetings***. Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

103.2.3 ***Material Deliveries.*** The Consultant shall ensure that material deliveries match the approved submittals, and that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

103.3 TIME AND BUDGET

103.3.1 ***Preliminary Project Schedule***. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

103.3.2 ***Contractor Payment Format.*** The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

103.3.3 ***Project Status Reports***. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

104 CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

104.1 DOCUMENT CONTROL

104.1.1 The Consultant shall create and maintain in MasterWorks the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.

104.1.2 The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.

104.1.3 Prepare and maintain all documents required to meet regulations.

104.1.4 Use acid free paper for Project documents that will become the permanent record for the Project.

104.1.5 **Daily Reports**. The Consultant shall:

- Be responsible for producing, in MasterWorks and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.
- Ensure that the Contractor develops its own daily report and will obtain such reports for the Consultant field office and City record daily.
- Ensure that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including:
- Working and non-working hours on the Project site,

- The weather conditions and possible weather related delays,
- Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,
- Deliveries made and the quantity of each delivery,
- Equipment on site by model, and year if possible and whether it was active or idle,
- Inspections and tests conducted, including the station, offset and nearest cross street, and the amount of inspector time spent on site,
- Construction activities conducted and work completed including daily quantities,
- Traffic controls in place,
- Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
- Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),
- Any accidents on site and in the general vicinity; safety concerns and actions taken,
- Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.
- Review the Contractor's daily reports and if the Consultant determines that any are inaccurate, incomplete or contain potential claim information, the Consultant shall generate a response, in MasterWorks , detailing any concerns and requested changes and shall forward these documents to the City Representative for review and approval.

104.1.6 As-Builts. The Consultant shall:

- Maintain a complete set of as-built drawings and specifications for the Project, independent of the Contractor's as-builts.
- Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

104.1.7 Photographs. Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

104.1.8 Project Status Reporting. The Consultant shall:

- Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
- Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

104.2 PROJECT CONTROL

104.2.1 The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

104.2.2 Authority.

- The Consultant has the authority to:
- Issue Notices of Non-Compliance, after consultation with the City.
- Reject delivered non-compliant materials.
- Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.
- Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.
- ***The Consultant does not have the authority to:***
    - Sign Construction Change Directives.
    - Sign Construction Change Orders.
    - Sign the Certificate of Substantial Completion.
    - Revise the design or approve alternate materials.
    - Inspect any work other than that for which they are specifically certified.
    - Make public news releases or other information about the Project available to the public or news media.
    - Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be

noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.

- ***Meetings.*** The Consultant shall:
  - Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.
  - Record all meeting minutes in MasterWorks and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.
  - Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.
- ***Coordination***. The Consultant shall:
  - Coordinate with agencies and City staff on all aspects of the Project.
  - Keep agencies informed of the City's public information program.
  - Work with the City public information officer in coordinating groundbreaking and grand opening events, and emergency situations.
  - Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.
  - Monitor any utility work required on the Project, maintain 24 hour phone numbers for utility company contacts, ensure that the proper notices to property owners have been delivered for shutdowns, and coordinate the work with the respective utility agencies and companies.
  - Coordinate the activities of any environmental monitoring required for the Project.
  - Work with the Contractor to resolve coordination issues.
- ***Material Testing.*** The Consultant shall:
  - Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.
  - Ensure that all testing required by the Contract Documents are conducted and the results are distributed.
  - Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.
- ***Issues Management.*** The Consultant shall:
  - Track and analyze all Project issues, disputes, and claims. In MasterWorks link and attach all of the reference documents relating to each issue.
  - Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.
  - Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.
  - Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.
  - Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.
  - Monitor and respond to all traffic control issues.
- ***Notices of Potential Claim.*** The Consultant shall:
  - Forward any and all Notices of Potential Claim to the City Representative for review and record.
  - Develop a summary of events and submit it with the Notices of Potential Claim.
  - Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.
  - Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.
- ***Communication.***

- All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
- All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.
- The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
- The Consultant shall note in its Daily Report any verbal or written instructions given or received.

104.3 INSPECTION

104.3.1 ***General***. The Consultant shall:

- Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.
- Verify that all materials match the approved submittals, upon delivery and prior to installation.
- Verify that the construction matches the dimensions in the Contract Documents.
- Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.
- Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

104.3.2 ***Roadway.*** The Consultant shall ensure that:

- Utilities are marked.
- A licensed surveyor provides construction staking showing cut and fill elevations to subgrade and limits of roadway.
- The Contractor provides someone to perform grade checking as they excavate or place borrow.
- After Contractor's grade checker verifies the finished grade elevation for subgrade, a licensed Nevada surveyor provides hubs verifying the subgrade elevation at 50 foot intervals. At a minimum, the hubs are to be placed at the back of curb and roadway crown locations.
- The City material testing consultant provides field density testing of the subgrade material for conformance to the Contract Documents.
- The licensed surveyor provide hubs at 50 foot intervals after the Contractor completes the placement of aggregate base course material and has the grade checker verify the finished grade elevation. At a minimum the hubs are to be installed at the back of curb and roadway crown locations.
- The field density testing of the aggregate base placement acceptable for grade and surface tolerances has been satisfactorily met.
- The Contractor has approved submittals for aggregate base courses and geotech tile material, if applicable, prime and tack coat, and AC plant mix prior to Contractor placing material.
- The Contractor place tack coat and prime coat, if applicable, prior to placing bituminous plant mix surfacing.
- The proper AC mix is used and collect AC tickets while Contractor places AC plant mix.
- The AC plant mix placement surface is compliant for required texture and tolerance.

104.3.3 ***Traffic Control.*** The Consultant shall maintain copies of approved barricade plans and perform a daily traffic zone review for compliance.

104.3.4 ***Concrete Structures.*** The Consultant shall ensure that:

- The Contractor submittals including mix designs have been approved prior to installation.
- The Pre-placement Inspections have been completed including:
- Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.
- Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.

- Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.
- Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.
- Embedments including location, size, and condition.
- Blockouts including location, size, and condition.
- The Placement Inspections have been completed including:
- Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.
- Field Tests of Concrete including use of specified mix, field water additions, slump (ASTM C143), temperature (maximum and minimum as specified), air content (pressure or volumetric, ASTM C231, C173), unit weight (ASTM C138), yield (ASTM C138), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (ASTM C31).
- Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.
- Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.
- The Post-Placement Inspections and Tests have been completed including:
- Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).
- Shoring Removal including location, time of removal, and sequence of removal.
- Tests of Hardened Concrete including curing of specimens (ASTM C31), preparation of concrete cores (ASTM C42), capping (ASTM C617), tests for compressive strength (ASTM C42), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and nondestructive tests.

104.3.5 Underground Utilities. The Consultant shall ensure that:

- The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.
- The Contractor is delivering and installing materials that match the approved submittals.
- The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.
- The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.
- The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

104.3.6 On-Site Construction. In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:

- Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.
- Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.
- At a minimum, verify and measure the following items, if specified:
- Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.
- Metal gauges of flashings, roofing, doors and frames.
- Exterior metal surfaces are galvanized including hollow metal doors and frames.
- Sheet metal backing is provided on sidewalls of exterior doorways.
- Exterior door hardware is stainless steel.
- Paint thicknesses and minimum number of coats.
- Wood door tops and bottoms are painted.
- Powder-coated painted surfaces are powder-coated.
- Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.
- Wheelchair space concrete slab area next to the end of benches is provided.
- Five foot diameter clear space in every room for wheelchair turnaround.
- Thresholds and storefront window sills are set in mastic.
- That the roofing manufacturer's representative is present during installation and approves the installation.
- Ceramic tile joints align with structural joints, with sealant and backer rod.
- Six foot minimum clearance from top of totlot equipment to fabric shade.
- Concrete slabs slope to drains. Slabs recessed for floor finishes.
- THW cu wire is used for all exterior electrical.
- Exterior light poles have oversized handholes per city standards.
- Electrical clearances around installed gear meet code.
- Electrical circuit, panel, and equipment labeling meets city standards.

104.3.7 Traffic Signals and Streetlights. The Consultant shall ensure that:

- The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.
- Recurrent problems are not occurring, including:
- Foundations at the wrong elevation, location, orientation, or bolt size,
- Pull box lids incorrectly marked, street lighting,
- Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
- Traffic signal heads loose or turned, and
- Underground conduit size incorrect.
- The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:
- Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
- Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

104.4 TIME AND BUDGET

104.4.1 Contractor Payments. The Consultant shall:

- Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.
- Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.
- In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.

- Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.
- Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

104.4.2 Prevailing Wage Records. The Consultant shall:

- Review the Contractor's monthly prevailing wage records for completeness and accuracy.
- Notify the City Representative of any reported or discovered prevailing wage violations.
- Forward all reviewed prevailing wage records to the City for archiving.

104.4.3 Quantities. The Consultant shall monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

104.4.4 Change Orders. The Consultant shall:

- Create a Change Order Request (COR) log in MasterWorks ; receive and log all Contractor submitted CORs.
- Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
- Assist in the negotiations of Change Order pricing.
- Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
- Prepare the application form and present change orders before the City Change Order Committee for approval.
- Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.
- In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
- Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

104.4.5 Schedule Submittals. The Consultant shall:

- Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
- Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.
- Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

104.4.6 Schedule Reporting. The Consultant shall:

- Report all schedule changes to the City within ten working days.
- Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
- Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

104.4.7 As-built Schedule. The Consultant shall maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

105 CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

105.1 DOCUMENT CONTROL

105.1.1 General. Provide a complete record of Project documentation to the City Representative for Project closeout.

105.1.2 Equipment Verification. The Consultant shall:

- Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
- Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
- Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

105.1.3

105.1.4 ***As-Builts.*** The Consultant shall:

- Review the Contractor's as-built drawings and specifications for accuracy and completeness, compare to the Consultant's as-built set, and consolidate the variations into a single set of documents.
- Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
- Delivery the coordinated set of as-builts to the City Representative.

105.1.5 ***Final Report and Delivery of Project Documentation.*** The Consultant shall:

- Prepare a final Project summary report.
- Complete the City's Contractor evaluation form.
- Deliver all electronic and MasterWorks files on computer disk (DVD) and hard copy. See Exhibit "B".
- Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.
- Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
- Maintain copies of Project files for three years.

105.2 PROJECT CONTROL AND INSPECTION

105.2.1 Punchlists and Substantial Completion. The Consultant shall:

105.2.2 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.

105.2.3 For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.

105.2.4 Develop in MasterWorks a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.

105.2.5 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in MasterWorks and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.

105.2.6 Observe and verify that all punchlist items are completed in accordance with the Contract Documents.

105.2.7 Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.

105.2.8 If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

105.3 TIME AND BUDGET

105.4 ***Claims.*** The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

105.5 ***Permits.*** The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

105.6 ***Final Quantities.*** The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

105.7 ***Withholding.*** The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

105.8 ***Liquidated Damages.*** The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:

105.8.1 On-Site Work:

- Section 01700, Work Required Complete Prior to Substantial Completion
- Section 01700, Punchlist Completion

105.8.2 Right-of-Way Work:

- Section 108, Punchlist Completion
- Section 624, Traffic Control Plan Deficiency - Maintenance
- Section 624, Traffic Control Plan Deficiency - Safety
- Section 623, LVACTS/FAST Cable Damages

105.8.3 Final Payment. The Consultant shall:

- Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- Certificate of Substantial Completion
- Consent of Surety to Final Payment
- Consent of Surety and Increase of Penalty
- Affidavit of Payment of Debt and Claims
- And for particular projects as applicable:
- Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- State Engineer Dam Safety Permission to Impound submittal package.
- Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.
- Obtain the Final Payment approval from the City Representative.

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

200.2 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, 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. Reference the entire Contract and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

200.3 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. 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.

200.4 PRE-CONSTRUCTION

- The Consultant shall provide the following:
- Resumes for each staff person assigned to the Project for City approval.
- Consultant's policy and procedure manual for construction management for City approval.
- Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.
- The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).
- List of deferred submittals.

200.5 CONSTRUCTION PHASE – MONTHLY INVOICES

200.5.1 **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

- A narrative report of the monthly activities and progress.
- Consultant's daily photographs of construction activities.
- Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

200.5.2 ***Contractor's Payment Request.*** Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

- Prevailing wage records.
- Contractor's photographs of construction activities.
- Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.
- Consultant's monthly written analysis report of the Contractor's monthly update schedule.

200.6 CLOSE-OUT PHASE – FINAL PAYMENT

200.6.1 ***Consultant's Invoice***. Together with the Consultant's invoice for final payment, or upon termination of this Contract for any reason, provide:

- *Report.* A final Project summary report.
- *Daily Reports.* The Consultant's Daily Reports, with original signature of the Consultant.
- *Photographs.* The Consultant's daily photographs, labeled and dated.
- *As-Builts.* The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.

- Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, MasterWorks software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.
- Provide electronic files in the original software format (MS Word, Excel, etc.).
- Provide pdf or tif electronic files of all fully executed signature documents.
- Provide electronic copies of all Paper Files referenced in the following paragraph.
- Paper Files. All original documents relating to the Project produced during the term of this Contract, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.
- *Evaluation Form.* The completed City's Contractor evaluation form.

200.6.2 Contractor's Final Payment Request. Together with forwarding the Contractor's final payment request, provide copies of the following documents:

- Certificate of Substantial Completion
- Consent of Surety to Final Payment
- Consent of Surety and Increase of Penalty
- Affidavit of Payment of Debt and Claims
- And for particular projects as applicable:
- Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 SCHEDULE

301 GENERAL

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Contract.

301.2 The Scope of Service and compensation set forth in this Contract are based upon the Consultant and the City each performing its responsibilities in a timely manner.

302 LATE AND EARLY COMPLETION

302.1 The anticipated construction start date of the Project is July 5, 2022 with an anticipated construction term of 240 calendar days for the Contractor to achieve Substantial Completion of the Project.

302.2 If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Contract.

302.3 If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in Exhibit "D" (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in Exhibit "D" in accordance with the rates in Exhibit "E" (Additional Compensation).

302.4 The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 BREAKDOWN

401 TOTAL COMPENSATION

401.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed $834,433.00. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

402 BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST

402.1.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 2.87, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

CONSTRUCTION MANAGEMENT AS AGENT SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$734,433.00	

402.1.2 The following Basic Services Worksheet Exhibit D-1 table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the rates established in Exhibit "E". Although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Contract and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Contract. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable, or otherwise negotiated prior to performance.

The City Representative shall have the authority to make such work scope adjustments to the services contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

402.1.3 An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment to this Contract.

CONSTRUCTION MANAGER AS AGENT AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTIONS

Exhibit D
FEE BREAKDOWN
SEWER REPLACEMENT AND REHAB GROUP N - PHASE II

multiplier = 2.87

FUNCTION	NAME	Mark-Up	FY2017 Bill Rate	Precon Month 1	Precon Month 2	Const Month 1	Const Month 2	Const Month 3	Const Month 4	Const Month 5	Const Month 6	Const Month 7	Const Month 8	Punchlist	Closeout Mnth 1	Additional Services	Total Hours
BASIC SERVICES																	
Construction Manager	David Alexander	$ 98.00	$ 281.26	$ -	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ 2,812.60	$ -	$ 30,938.60
Construction Coordinator	Craig O'Donnell	$ 78.00	$ 223.86	$ -	$ 19,699.68	$ 19,699.68	$ 19,699.68	$ 19,699.68	$ 19,699.68	$ 19,699.68	$ 19,699.68	$ 19,699.68	$ 19,699.68	$ 9,849.84	$ 9,849.84	$ -	$ 196,996.80
Construction Inspector 1	Greg Mulari	$ 55.00	$ 157.85	$ -	$ 6,314.00	$ 27,781.60	$ 27,781.60	$ 27,781.60	$ 27,781.60	$ 27,781.60	$ 27,781.60	$ 27,781.60	$ 27,781.60	$ 27,781.60	$ 12,628.00	$ -	$ 268,976.40
Construction Inspector 2	TBD	$ 60.00	$ 172.20	$ -	$ -	$ 30,307.20	$ 30,307.20	$ 30,307.20	$ 30,307.20	$ 30,307.20	$ 30,307.20	$ 30,307.20	$ -	$ -	$ -	$ -	$ 212,150.40
Construction Inspector 3	Dwight Oliver	$ 65.00	$ 186.55	$ -	$ -	$ -	$ -	$ 32,832.80	$ 32,832.80	$ 32,832.80	$ -	$ -	$ -	$ -	$ -	$ -	$ 98,498.40
Scheduler	Denise Oliver	$ 50.00	$ 143.50	$ -	$ 5,740.00	$ 2,296.00	$ 2,296.00	$ 2,296.00	$ 2,296.00	$ 2,296.00	$ 2,296.00	$ 2,296.00	$ 2,296.00	$ -	$ -	$ -	$ 24,108.00
Document Administrator	TBD	$ 35.00	$ 100.45	$ -	$ 17,679.20	$ 17,679.20	$ 8,839.60	$ 8,839.60	$ 8,839.60	$ 8,839.60	$ 8,839.60	$ 8,839.60	$ 8,839.60	$ 8,839.60	$ 8,839.60	$ -	$ 114,914.80
Subtotal CMWorks				$ -	$ 52,245.48	$ 100,576.28	$ 91,736.68	$ 124,569.48	$ 124,569.48	$ 124,569.48	$ 91,736.68	$ 91,736.68	$ 61,429.48	$ 49,283.64	$ 34,130.04	$ -	$ 946,583.40
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Material Testing	N/A			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal Subconsultant				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 946,583.40
Additional Services	Prior Approval			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000.00
TOTAL COST				$ -	$ 52,245.48	$ 100,576.28	$ 91,736.68	$ 124,569.48	$ 124,569.48	$ 124,569.48	$ 91,736.68	$ 91,736.68	$ 61,429.48	$ 49,283.64	$ 34,130.04	$ -	**$ 1,046,583.40**

Percent CM of Construction = Proposed Fee / $16,039,450 = 6.53%

403 ADDITIONAL SERVICES ALLOWANCE

403.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

403.2 Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

403.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Multiplier established in Exhibit D, Section 400.2 and the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

403.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

403.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		**ALLOWED SERVICES**
TOTAL NOT-TO-EXCEED COST	$100,000.00	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

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.

501 ADDITIONAL SERVICES RATES

501.1 The cost of the following services and facilities have been negotiated as of the date of this Contract.

CLASSIFICATION (see Exhibit "F" Key Personnel for personnel names)	**MAXIMUM HOURLY RATE**
Construction Manager	$98
Construction Coordinator	$78
Construction Inspector 1	$55
Construction Inspector 2	$60
Construction Inspector 3	$65
Scheduler	$50
Document Administrator	$35

501.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

502.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Chris Plutte, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Tom Hayes, P.E.

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.a **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):** Dave Alexander, PE, CCM

601.1.b **CONSULTANT REPRESENTATIVE'S SUPERVISOR:** Craig O'Donnell

601.1.c **CONSTRUCTION COORDINATOR:** Craig O'Donnell

601.1.d **CONSTRUCTION INSPECTOR:** Dwight Oliver, Greg Mulari, others TBD

601.1.e **DOCUMENT ADMINISTRATOR:** Robin Tanasi

601.1.f **OTHER PERSONNEL:** N/A

601.1.g **RESPONSIBLE IN CHARGE PERSON***: Dave Alexander, PE, CCM
*Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff

601.1.h List name of individual Architect, individual Engineer, or Contractor company name as licensed:
List Architect, Engineer, or Contractor license number: **Dave Alexander, PE, CCM (License #14072)**

602 CONSULTANT'S SUBCONSULTANTS

602.1 MATERIAL TESTING: N/A

602.2 ENVIRONMENTAL MONITORING: N/A

602.3 CIVIL ENGINEER: N/A

602.4 STRUCTURAL ENGINEER: N/A

602.5 MECHANICAL ENGINEER: N/A

602.6 ELECTRICAL ENGINEER: N/A

602.7 LANDSCAPE DESIGN: N/A

602.8 COST ESTIMATOR: N/A

602.9 GEOTECHNICAL ENGINEER: N/A

602.10 LAND SURVEYOR**:** N/A

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Project Number
Invoice Number
Invoice Date:

Consultant:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
105.1.3	100% Final Mylar Submittal				$0.00	$0.00			
0	0				$0.00	$0.00			
106	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
106.4	0				$0.00	$0.00			
107	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			
107.1	Pre-Construction Meeting				$0.00	$0.00			
107.2	Submittal Review				$0.00	$0.00			
107.3	Construction Support Services				$0.00	$0.00			
107.4	0				$0.00	$0.00			
108	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			
108.1	Record Drawings				$0.00	$0.00			
108.2	0				$0.00	$0.00			
108.3	0				$0.00	$0.00			
108.4	0				$0.00	$0.00			
108.5	0				$0.00	$0.00			
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			
1	0				$0.00				
2	0				$0.00				
3	0				$0.00				
4	0				$0.00				
5	0				$0.00				
6	0				$0.00				
7	0				$0.00				
8	0				$0.00				
9	0				$0.00				
10	0				$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]				

[redacted]

[redacted]

[redacted]

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
EXHIBIT H

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: CMWorks, Inc.	**Services for:** Sewer Group N, Phase II
Address: 6960 Smoke Ranch Road	
Telephone: 702-256-4335	**Project Number: 220237-SK**
EIN or DUNS : 83-0446422	

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.	Poggemeyer Design Group, Inc.	1168 N. Mail Street, Bowling Green, OH 43402-1309	419-352-7537
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

_____
Name

03-02-2022
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 2nd day of March, 2022 by David Alexander.

_____
Notary Public

JESSICA FLORES
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 02-77717-1
MY APPT. EXPIRES SEPTEMBER 11, 2022

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
EXHIBIT H

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☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Date of Attached Document: _____ Number of Pages: ____

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_____
Name

03-02-2022
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 2nd day of March, 2022 by David Alexander.

_____
Notary Public

JESSICA FLORES
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 02-77717-1
MY APPT. EXPIRES SEPTEMBER 11, 2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
21

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220240-DD, Financial Consulting Services - Department of Finance - Award recommended to: ZIONS PUBLIC FINANCE, INC. (Not-to-Exceed $500,000 Annually/Total Contract Amount Not-to-Exceed $2,500,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $500,000 Annually/Total Contract Amount Not-to-Exceed $2,500,000
Funding Source: Various Funds
Dept./Division: Finance

PURPOSE/BACKGROUND:
This contract provides for pre-negotiated labor rates for financial consulting and debt issuance services, from contract award date through July 30, 2023 with four (4) one-year extension options. The contract value is an estimate and funding will be provided through award of each task order. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Zions Public Finance, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 220240-DD
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
FOR 220240-DD
FINANCIAL CONSULTING SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and ZIONS PUBLIC FINANCE, INC., hereinafter the "Company"), [a corporation organized and existing under the laws of the State of Utah], having its principal office at 230 Las Vegas Boulevard South, Suite 200, Las Vegas, NV 89101.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	The Company shall provide Financial Services in support of various planned capital projects which require long-term and medium-term financing. Such support shall extend to projects in the City's five-year capital improvement plan, and other projects that are planned, or may be planned, which may not be City-owned. These projects can be financed with the City's municipal tax-exempt status even though they may not be general obligations of the City. The Company shall provide services in support of the various types of financing including, but not necessarily limited to, Medium Term General Obligation (G.O.) Bonds, Ad-valorem G.O. Bonds, G.O. Bonds additionally secured by pledged revenues, Local Improvement Bonds, G.O. medium term, G.O. bonds, Non G.O. bonds, G.O. Interim Warrants, Private Placement bonds, and other non G.O. debt instruments.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** July 31, 2023	**Option Periods** Four (4) one-year periods
Contract Type As defined in Section B-1	The contract type is Non-Exclusive Contract		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$500,000	Annually	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A – Scope of Work, Task Orders, and Pricing Attachment 1 - Certificate of Disclosure

(c)

City Project Manager Per Section D-4, (a)	**Name** Susan Heltsley	**(702) 229-6823**	**Email** sheltsley@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Andrew A. Artusa	**Phone** (702) 796-2975	**Email** andrew.artusa@zionsbank.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Andrew A. Artusa	**Address** 230 Las Vegas Boulevard South, Suite 200, Las Vegas, NV 89101.	**Email** andrew.artusa@zionsbank.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

(b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"Contract"* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) *"Deliverable"* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(e) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

SECTION C – Scope of Work

C-1 Scope of Work

(a) Services will be provided in accordance with the Scope of Work attached as "Exhibit A"

C-2 Deliverables/Schedule/Fees

(a) The Company shall provide the following Deliverables:

(i) The Company shall maintain a database of all assigned City debt issues, which allows for updated schedules of indebtedness. The Company shall provide database-generated reports to the City upon request. Upon termination of this Contract, the Company shall provide all current database information to the City.

(ii) The City will request a proposal for a specific Task Order as described in Exhibit A Task Orders, The Company will respond with a proposal. The proposal may be subject to negotiation.

(b) The City will pay the Company in accordance with the pricing set forth in "Exhibit A".

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

(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 If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $189.00 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies/pay-per-view in a hotel, or other non-business related costs. The City's Project Manager must approve in writing any deviations to these procedures.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

(a) The Company will submit a timely detailed invoice to the City within sixty (60) days upon completion of the work. Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;

(ii) the Purchase Order number;

(iii) the Contract Item against which charges are made; and

(iv) the performance dates covered by the invoice.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor

Las Vegas, NV 89101–2986

(c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

(d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

(a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-3/31/22]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company

and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

(c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

(d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

(f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

(j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-7 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-8 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

(b) The parties shall provide written notification of any change in the information stated above.

(c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

(a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Task Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other

misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security

tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO–4/2020]

(Applicable to contracts with an estimated annual amount over $100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

5/19/22

Deputy City Attorney — Date

ZIONS PUBLIC FINANCE, INC.

Andrew A. Artusa, Managing Director — Date

EXHIBIT A - SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK, TASK ORDERS, AND PRICING

1. Scope of Work

(a) General Scope - The Company shall provide the Financial Services to the City set forth in Paragraph 1(b), "**Financial Services**." The services shall support specific debt issuances or shall support advisory needs of the City relating to other debt financing matters. The Company shall assist in the development and implementation of various debt strategies to meet the City's capital financing needs.

1) The Company shall provide all financial services required to support successful debt instrument (securities) issuance. When requested by the City, the Company shall provide advisory services which are not related to a specific issuance.

2) The Company shall participate as a member of the City's financing team which consists of City staff (including the City Treasurer), external Bond Counsel, the Company, financial institutions and/or underwriters (if applicable), and specialized consultants (if applicable).

(b) Financial Services – The Company shall provide financial services in support of various planned capital projects which require long-term and medium-term financing. Such support shall extend to projects in the City's five-year capital improvement plan, and other projects that are planned, or may be planned, which may not be City-owned. These projects can be financed with the City's municipal tax-exempt status even though they may not be general obligations of the City. The Company shall provide services in support of the various types of financing including, but not necessarily limited to, (1) Medium Term General Obligation (G.O.) Bonds, (2) Ad-valorem G.O. Bonds, (3) G.O. Bonds additionally secured by pledged revenues, (4) Local Improvement Bonds, (5) G.O. medium term, (6) G.O. bonds, (7) Non G.O. bonds, (8) G.O. Interim Warrants, (9) Private Placement bonds, and (10) other non G.O. debt instruments.

1) The financial services set forth herein are intended to be a general description of the kind of services to be provided by the Company to the City:

(i) Assist the City, as a member of the City's financing team, in developing an appropriate financing structure for proposed projects to be debt financed.

(ii) Provide advice to the City on the structuring, timing and marketing of bond issues.

(iii) Assist the City in its interactions with bond counsel, disclosure counsel, rating agencies, advisory engineers, printers and other professional service providers.

(iv) Assist the City in the development of the official statements.

(v) Arrange for the widest possible distribution of the official statement to bond underwriters and potential investors.

(vi) Provide advice, as needed, to City staff regarding various financing options or related concerns.

(vii) Assist the City in obtaining and maintaining the highest possible credit ratings.

(viii) Assist with bid opening or negotiated sales, as applicable, advising on bond market conditions, computing accuracy of bids received, and preparation of formal recommendation on acceptability of preferred offer.

(ix) Assist with bond/loan closings.

(x) Assist with selection of printers, paying agent/registrars, escrow agents, trustees, verification agents and other service providers, as necessary.

(xi) Advise the City on proposed and actual changes in tax laws and financial market developments that could affect City debt financing plans.

(xii) Attend City Council meetings, Finance Committee meetings and other scheduled City meetings as requested, with reasonable advance notice.

(xiii) Coordinate the City's representation before credit rating agencies.

(xiv) Assist in presentations to the Clark County Debt Management Commission and/or Nevada Department of Taxation, both in writing and in person, when requested.

(xv) Assist in the evaluation and procurement of hedging or other debt instruments.

(xvi) Continually monitor existing debt for potential refunds.

(c) Special Performance Requirements

1) The Company must maintain a local office in Clark County, from which key personnel will perform work under this Contract.

2) The Company shall obtain training and perform research directed to maintaining current professional-level knowledge of Nevada and Federal laws relating to securities and municipal financing. The Company shall ensure that all personnel assigned to perform work under this Contract have thorough, relevant knowledge of applicable Nevada and Federal laws and processes. All key personnel assigned to this Contract must have at least three years of experience in performing work related to municipal financing in Nevada; performing services at least 1,040 hours per year exclusively in this subject area is the principal criterion for such qualifying experience. Failure to comply with this requirement would be considered a material breach of the Contract, and will subject the Company to termination under Paragraph E-6, "Termination For Default".

3) The Company shall perform services solely in an advisory capacity, and shall not make decisions on behalf of the City. All material decisional issues should be brought to the attention of the Project Manager. For those decisions of a substantive nature, which would affect the cost of Contract performance or materially affect the financial position of the City, the Project Manager will provide written documentation of the City's decision to the Company. Acting without the written decision will be done at the sole risk and account of the Company.

2. Task Orders

(a) Procedure - Each Task Order will be issued through the following procedure:

1) Debt Issue Services – A Task Order will be issued for any project that supports the issuance of a debt instrument (security).

2) Advisory Services Proposal – The City will request a proposal for a specific Task Order and will provide the following information pertinent to the task:

(i) Proposal instructions
(ii) A statement of work
(iii) A description of expected deliverables
(iv) A completion date
(v) Other special terms and conditions

The Company shall respond within thirty (30) calendar days with a proposal. The proposal may be subject to negotiation.

3) Evaluation – The City may use many factors in the evaluation of Task Order award such as price, proposed work approach and past performance. It is within the City's discretion to determine the appropriateness of multi-source, competitive, or sole source awards. The City reserves the right to determine the pricing structure (fixed price or labor hour).

4) Task Order Format – Each Task Order issued by the City will contain the following information:

(i) Order date
(ii) Contract number and task order number
(iii) Statement of Work with quantity and price
(iv) Period of performance, place of performance and delivery schedule
(v) Estimated labor categories/hours (if applicable)
(vi) Price and payment arrangements

3. Prices/Costs

(a) Basis of Compensation - Each Task Order that is issued by the City will require the Company to provide either Debt Issue Services or Advisory Services. The Task Order will designate one of the following as basis of compensation for the services provided by the Company:

Service Type	Debt Issue Services	Advisory Services	Advisory Services
Compensation Arrangement	Debt Issue Fee	Firm Fixed Price	Not-To-Exceed Labor Hour

(i) A Debt Issue Fee Task Order is paid as a percentage of the value of the debt instrument issued.

(ii) A firm fixed price Task Order will be pre-priced and not subject to adjustment on the basis of the Company's actual costs incurred in performing the Task Order.

(iii) A not-to-exceed labor hour Task Order will stipulate fixed labor hour rates that include wages, overhead, and profit. Payment would be for the hours worked solely and directly on the City's specified task, and cannot surpass the stated not-to-exceed amount.

(b) Debt Issue Services Fee- The minimum basic fee for any issue regarding the preparation and distribution of an official statement will be $10,000. Subject to City Council approval of a debt issuance, the City will pay the Company for the Debt Issue Services the following Debt Issue Fee:

Amount of Issue	Fee	
To $5,000,000	$ .30	per $100
Additional Securities from $5,000,001 to $15,000,000	$ .15	per $100
Additional Securities from $15,000,001 to $30,000,000	$ .10	per $100
Additional Securities from $30,000,000 to $60,000,000	$ .05	per $100
Additional Securities > $60,000,000	$ .02	per $100

(i) For purposes of computing the debt issue fee, securities which are issued for the same general purpose, and are issued on the same day and using the same official statement, will be cumulated and considered as one series of securities even though the issuance is sub-divided (e.g., Series A, B and/or C). Payment of the Debt Issue Fee is contingent upon the successful delivery of the securities. The Company will be paid for reimbursable expenses associated with the successful delivery of the securities.

(ii) For services rendered in connection with securities issued under the provisions of the Nevada Revised Statutes governing economic development revenue bonds (NRS 268.512 through 268.568), the legal entity for which the securities are issued shall be responsible for payment of all fees. Any agreement between the City and that legal entity will contain a stipulation of the entity's responsibility for payment to the Company.

(iii) The City incurs no liability for payment of any fees, unless the issuance proceeds to completion, even if the Company has expended effort on the project. The Company may not invoice, as Advisory Services, any hours expended on such projects.

(c) Advisory Services Labor Rates – A price will be negotiated for each Task Order issued under this Contract in accordance with the following Labor Rates. A Task Order may include one or more of the Labor Categories. The hourly rates shall remain fixed for the term of this Contract.

Labor Category	Hourly Rate
Managing Director	$225 per hr.
Vice President	$200 per hr.
Assistant Vice President/Analyst	$100 per hr.

(d) The prices set forth in (a) and (b) above include all labor, materials, overhead and profit. The Contract does not provide for reimbursement of expenses incurred by the Company unless specifically authorized in the Task Order. The Company is not obligated to incur expenses or make commitments in excess of the price stated in each Task Order and the City is not obligated to compensate the Company beyond the amount stated price. Each Task Order stands alone and labor charges may not be re-allocated among Task Orders.

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Zions Public Finance, Inc.	
Address: 230 Las Vegas Boulevard South, Suite 200	**City / ST / Zip:** Las Vegas, Nevada 89101
Telephone: (702) 796-7080	**EIN or DUNS :** 87-0512988
Block 2: Description / Subject Matter of Contract	
Services for: Financial consulting services	**Project Number:** 220240-DD

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	(see attached)		
2			
3			
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and /Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Proxy Statement

Date of Attached Document: 02/24/2022 Number of Pages: 1

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.

SABRINA M GUERRERO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11-27-22
Certificate No: 19-1208-1

Signature

6/1/2022
Date

Subscribed and ~~sworn to before me~~ this 1st day of June, 20 22

Notary Signature

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Zions Public Finance, Inc.	
Address: 230 Las Vegas Boulevard South, Suite 200	**City / ST / Zip:** Las Vegas, Nevada 89101
Telephone: (702) 796-7080	**EIN or DUNS :** 87-0512988
Block 2: Description / Subject Matter of Contract	
Services for: Financial consulting services	**Project Number:** 220240-DD

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	(see attached)		
2			
3			
4			
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9			
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The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and /Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Proxy Statement

Date of Attached Document: 02/24/2022 Number of Pages: 1

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.

SABRINA M GUERRERO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11-27-22
Certificate No: 19-1208-1

Signature

6/1/2022
Date

Subscribed and ~~sworn to before me~~ this 1st day of June, 20 22

Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
22

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve ratification of award of Modification No. 2 to Contract No. 200164-JL, Professional Services for Homeless Courtyard Operator, located at 314 Foremaster Lane - Office of Community Services - Award recommended to: CPLC NEVADA, INC. ($802,516 - General Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $802,516
Funding Source: General Fund
Dept./Division: Community Services

PURPOSE/BACKGROUND:
This contract modification provides additional services and funding for the new Courtyard facility for fiscal year 2023. Additional services include a guest charging station, fixed restrooms, showers, hygiene kits, guest property storage and management, case management, and expanded facility maintenance support. CPLC Nevada, Inc. is located in North Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 200164-JL
2. Certificate - Disclosure of Ownership and Principals

CONTRACT MODIFICATION NO. 2

200164-JL PROFESSIONAL SERVICES CONTRACT FOR

HOMELESS COURTYARD OPERATOR

THIS MODIFICATION NO. 2 is being entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and CPLC NEVADA, INC., (hereinafter the "Company"), a non-profit corporation organized and existing under the laws of the State of Nevada, having its principal office located at 4070 N. Martin Luther King Blvd., North Las Vegas, NV 89032.

The purpose of this Modification is to increase scope and funding due to the move from the Courtyard into the new facility located at 314 Foremaster Ln, Las Vegas, NV 89101.

The Contract between the City and the Company dated March 31, 2020, and revised on June 16, 2020 pursuant to Modification No. #1 is hereby modified as follows:

1. Section A-1 Summary of Contract

REFERENCE: A-1 (c)

ADD: (vii) Exhibit G - Modification 2 Expansion Requirements

2. Section A-2 Contract Amount

REFERENCE: The Contract Amount shall not exceed $2,851,524 per year.

DELETE: The Contract Amount shall not exceed $2,851,524 per year.

ADD: The Contract Amount shall not exceed $3,654,040 for Fiscal Year 2023

2. Section EXHIBIT A, 2. Guest Services (CPLC)

ADD: New services added for the expanded footprint:

- Guest Charging Station & Management
- Fixed Restrooms
- Guest Showers & Hygiene Kits Distribution
- Guest Property Storage & Management
- Document Replacement
- Support (Case Management & Navigation) for onsite Medical Team
- Expanded Facility Maintenance Support

4. Exhibits

ADD: Exhibit G - Modification 2 Expansion Requirements, attached

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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Modification to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Tonya Kemble
Manager, Purchasing & Contracts — Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk — Date

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

5/26/22

Deputy City Attorney — Date

CPLC NEVADA, INC.

Rupert Ruiz, President — Date

EXHIBIT G - MODIFICATION 2 EXPANSION REQUIREMENTS

G-1 New services added:

a) Guest Charging Station & Management
b) Fixed Restrooms
c) Guest Showers & Hygiene Kits Distribution
d) Guest Property Storage & Management
e) Document Replacement
f) Support (Case Management & Navigation) for onsite Medical Team
g) Expanded Facility Maintenance Support

G-2 Estimated Services Increase

Guest Services	2nd Quarter 2022		3rd Quarter 2022		Significant Increases 3rd QTR vs 2nd QTR	
	# of Services	# Unduplicated Served	# of Services	# Unduplicated Served	# of Services	# Unduplicated Served
Bin Storage	12,900	520	15,716	672	2,816	152
Documentation & Benefits Assistance	1,186	864	2,073	1,295	887	441
Engagements Contacts	2,416	1,340	4,291	1,974	1,875	634
Follow Up	444	288	973	601	529	313
Legal Support	3	3	22	21	19	18
Pet Services			80	75	80	75
Showers			691	277	691	277
Referral to Emergency Shelter	67	58	176	125	109	67
Referral to Veteran Services	4	3	13	13	9	10
Technology Use	2,452	590	3,982	873	1,530	283
Referral to Medical and/or Services Providers	201	117	350	240	149	123
Employment Support	87	44	207	140	120	96
Bus Ticket	343	124	617	197	274	73
Total	**50,009**	**2,976**	**61,356**	**3,412**	**11,347**	**436**

G-3 Estimated Operating Budget (6.43 Months)

	New Proposal
REVENUES	
Grant and Contract Revenues	
TOTAL GRANT & CONTRACT REVENUES	$0
NON-CONTRACT REVENUES	
Client Service Fees	$0
Development Fees	$0
Fundraising	$0
Other Revenues	$0
In-Kind Revenues	$0
TOTAL NON-CONTRACT REVENUES	$0
TOTAL REVENUES	**$0**
EXPENSES	
Salaries and Wages	$515,973
Payroll Taxes	$56,086
Fringe Benefits	$69,481
Consultant & Professional Services	$0
Contractor Services	$0
Occupancy Costs	$0
Tech and Communications	$10,800
Equip. Rental, Repair and Maint.	$10,460
Depreciation	$0
Consumable Supplies	$13,036
Furniture & Fixtures	$0
Travel	$0
Capital Outlay	$0
Staff Development	$7,990
Insurance	$0
Participant Wages and Taxes	$0
Participant Activities	$1,350
Monetary Assistance	$0
Program Construction	$0
Interest and Bank Fees	$0
Licenses and Sales Taxes	$400
Promo Activities & Events	$0
Miscellaneous	$5,653
Training & Evaluation	$0
In-Kind Expense	$0
Operational Expenses	**$691,229**
NSP II Admin Costs	$0
Allocated Indirect Cost (CCS)	$111,288
TOTAL EXPENSES	**$802,516**

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

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3. Instructions

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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: CPLC Nevada, Inc.	
Address: 555 N. Maryland Parkway	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: 7022071614	**EIN or DUNS :** 47-2624854
Block 2: Description / Subject Matter of Contract	
Services for: Homeless Courtyard Operator	**Project Number:** 200164-JL

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Chicanos Por La Causa, Inc.	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
2	David Adame	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
3	Alicia Nunez	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
4	Jose Martinez	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
5	Andres Contreras	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
6	Rupert Ruiz	555 N. Maryland Parkway, Las Vegas NV 89101	(702) 207-1614
7	Santana Garcia	555 N. Maryland Parkway | Las Vegas NV, 89101	(702) 207-1614
8	Chelsie Campbell	555 N. Maryland Parkway | Las Vegas NV, 89101	(702) 207-1614
9	Nileen Knoke	555 N. Maryland Parkway | Las Vegas NV, 89101	(702) 207-1614
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

JESSICA ESTRADA
Notary Public-State of Nevada
APPT. NO. 20-8301-01
My Appt. Expires 04-13-2024

Rupert Ruiz
Signature

5.27.2022
Date

Subscribed and sworn to before me this 27th day of May, 2022

Jessica Estrada
Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
23

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Modification No. 2 to Contract No. 210128-SK, Professional Services for Aligning For Equity - Office of Community Services - Award recommended to: CONSILIENCE GROUP, LLC (Not-to-Exceed $50,000 - H.U.D./Community Development Block Grant Special Revenue Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $50,000
Funding Source: H.U.D./CDBG SRF
Dept./Division: Community Services

PURPOSE/BACKGROUND:
On February 3, 2021, City Council awarded a contract in the amount of $100,000 for the development of a 3-year diversity, equity and inclusion (DEI) plan. Modification No. 1 was awarded by City Council on October 6, 2021 and provided additional implementation, planning, management and support, extended the contract through July 31, 2022, and added $100,000. Modification No. 2 provides additional scope to include services for Municipal Court, to build a collaborative foundation for applying a DEI across all Municipal Court areas, extends the contract to December 31, 2022, and adds $50,000. Modification No. 2 brings the total not-to-exceed contract amount to $250,000. Consilience Group, LLC is located in Memphis, Tennessee.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 210128-SK
2. Certificate - Disclosure of Ownership and Principals

CONTRACT MODIFICATION NO. 2

210128-SK ALIGNING FOR EQUITY

THIS MODIFICATION NO. 2 is being entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Consilience Group, LLC., (hereinafter the "Company"), a Tennesee limited liability company, having its principal office located at 2157 Madison Ave. Memphis, TN 38104.

The purpose of this Modification is to add scope to the existing Contract to include the new Municipal Courthouse and to build a collaborative foundation for applying a DEI lens across City Attorney Office and Municipal Court culture, services and practices .

The Contract between the City and the Company dated February 16, 2021, and revised on October 11, 2021 pursuant to Modification No. 1 is hereby modified as follows:

1. **Section Mod 1 - A-1 Summary of Contract**

REFERENCE: A-1 (a)

DELETE: A-3 (a) in its entirety

REPLACE WITH: A-1 (a)

(a)

Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	Develop a 3-year Diversity, Equity and Inclusion Strategic Roadmap and build foundational organization capacity Health Equity Scorecard to launch and sustain city culture, policies and programs that fosters diversity, equity and inclusion throughout city government and its community-facing services.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** 12/31/2022	**Option Periods** N/A
Contract Type As defined in Section B-1	The contract type is Firm Fixed Fee		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$250,000.00	Paid Monthly per EXHIBIT A - Phase I Fee and Timeline; and EXHIBIT B - Modification 1 Scope of Work, Fee and Timeline; and EXHIBIT C - Modification 2 Scope of Work, Budget and Timeline.	

2. **Section: A-1 Summary of Contract**

REFERENCE: A-1 (b)

DELETE: A-1 (b) in its entirety

REPLACE WITH: A-1 (b)

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract	
Exhibit A – Proposal/Statement of Work	Exhibit C – Modification 2 – Scope of Work
Exhibit B – Modification 1 – Scope of Work	
Attachment 1 - Certificate of Disclosure	

3. **Section C – Statement of Work**

REFERENCE: C-1

DELETE: C-1 in its entirety

REPLACE WITH: C-1

C-1 Statement of Work
Services will be provided in accordance with the Proposal/Scope of Work attached as "Exhibit A", and Modification 1 Scope of Work attached as "Exhibit B", and Modification 2 Scope of Work attached as "Exhibit C".

4. **Section C – Statement of Work**

REFERENCE: C-2

DELETE: C-2 in its entirety

REPLACE WITH: C-2

C-2 Deliverables/Schedule/Fees
(a) Deliverables will be provided in accordance with the Proposal/Scope of Work attached as "Exhibit A", and Modification 1 Scope of Work attached as "Exhibit B", and Modification 2 Scope of Work attached as "Exhibit C".
(b) The City will pay the amounts set forth in Proposal/Scope of Work attached as "Exhibit A", and Modification 1 Scope of Work attached as "Exhibit B", and Modification 2 Scope of Work attached as "Exhibit C".

5. **Exhibits**

ADD: Exhibit C – Modification 2 – Scope of Work, attached hereto and incorporated herein by reference.

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authorized representatives.

CITY OF LAS VEGAS

Tonya Kemble
Manager, Purchasing & Contracts

Date

CONSILIENCE GROUP, LLC.

Traci Sampson, Managing Principal

5/8/22
Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk

Date

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

Deputy City Attorney

5/3/2022
Date

EXHIBIT C – MODIFICATION 2 – Scope of Work
City of Las Vegas City Attorney's Office and Municipal Court – DEI for Excellence
Project Description

Project Goal

Build a collaborative foundation for applying a DEI lens across City Attorney Office and Municipal Court culture, services and practices

Project Objectives

1. Establish shared understanding of foundational DEI definitions and concepts among all City Attorney and Municipal Court staff, including the root causes of disparities in the justice system, cultural identity/humility and implicit bias
2. Equip all staff to practice self-awareness for personal bias and identify opportunities to mitigate institutional bias and better address root causes of disparities
3. Facilitate team action planning and collaboration for practicing DEI within and across teams

Activities

***Areas for further discussion/consideration*

Date	Activity/Format	Participants	Objectives/Deliverables
April	*Leadership Kick-Off Session* (1 hr/virtual)	• Top levels of both Offices • Approximatel y 25 people	• Orient leaders to initiative and their role
May	*DEI at CLV 101* (self-paced on-line module)	• All staff	• Orient staff to foundation concepts of equity • Orient strategic context
(May)	All-Staff Kickoff (virtual or live with beam-in)**	• All staff	• Review disparities in the justice system • Maybe outside speaker/motivation/best practice example? Client voices for affirmation of what is already working?
May	*Social Determinants of Equity for Justice* (2 hr/virtual workshop – ten session slots)	• Cross team groups (by levels)** • 20-30 people each	• Foster deeper insight into challenges faced by families living in poverty through a direct interactive simulation of common conditions faced by low-income people • Increase understanding structural and social conditions that drive social disparities for specific communities and populations • Identify evidence-based, empathy-based principles and practices for justice practitioners to address social determinants as root causes of disparities
May-June	*Practicing DEI in the Justice System: Individual and System Levels* (3-hour on-site workshop – multiple session slots) • Delivered by certified CLV facilitators • Tailored best practice examples and exercises for justice system	• Cross team groups (by levels – perhaps curated by further criteria)** • 30-40 people each	• Establish understanding of the definition and impact of social identity and culture on social disparities • Identify strategies to develop cultural humility to create a culture of belonging • Understand the definition and manifestations of both explicit and implicit bias • Identify ways in which bias impacts practice and policy related to justice issues • Brainstorm mitigation strategies for bias reduction in legal and prosecutorial programs and justice-related services at the personal, organizational and systems levels

May	Action Planning Facilitator Training (1.5 hour virtual)	• Managers (TBD)**	• Equip managers/others TBD** with skills and a structured planning tool to facilitate team action planning discussions that address: - Service Delivery and Performance Management - Community Partnerships
June	Team Action Planning (individual teams)	• All teams	• Develop action priorities using standardized format • Submit action priorities for centralized compilation
July	Leadership Review Session: Collaborative Opportunity Identification (1.5 hour virtual)	• Leaders/ Managers	• Review compiled action priorities • Identify opportunity for cross-area collaboration and/or collaborative initiative across areas
Aug/ Sept	DEI Learning Summit (on-site or virtual)	All staff	• Spotlight innovation and work already underway • Celebrate successes

Budget and Timeline

Estimated fee for the work as outlined above is $50,000. Work could commence in November 2021 and completed within approximately six months.

The fee assumes the following:

- City staff will be the "face" of the initiative, handling stakeholder communications and scheduling. Consilience Group will support these activities with coaching and content as needed.
- All work sessions will be virtual - the on-line virtual platform will be provided by Consilience Group.
- Leadership and designated staff from the City Attorney's Office and Municipal Court will be available to review and provide timely feedback on key deliverables, as well as best practice information from the field provided by Consilience Group.
- Work requested outside the scope of this proposal will be authorized via separate authorization.

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: Consilience Group, LLC	
Address: 2157 Madison Avenue	**City / ST / Zip:** Memphis, TN 38104
Telephone: (901) 878-3378	**EIN or DUNS :** 62-1828710
Block 2: Description / Subject Matter of Contract	
Services for: Diversity, Equity and Inclusion Consulting	**Project Number:** 210128-SK

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

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CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Traci Sampson, Managing Principal	2157 Madison Avenue, Memphis, TN 38104	(901) 878-3378
2	Meredith Hennessy, Principal and Practice Leader	"	"
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.

SHELLEY THOMAS
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES 3-11-2026

Meredith Hennessy
Signature

05/17/2022
Date

Subscribed and sworn to before me this 16 day of May, 2022

Shelley Thomas
Notary Signature

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AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
24

DEPARTMENT: Human Resources **CONSENT**
DIRECTOR: Vincent Zamora

SUBJECT:
For possible action to approve the City's Excess Workers' Compensation Insurance policy for Fiscal Year 2023 with Safety National Casualty ($489,894 - Workers' Compensation Self-Insurance Trust Fund), effective July 1, 2022 - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $489,894
Funding Source: Workers' Compensation Self-Insurance Trust Fund
Dept./Division: Human Resources/Benefits and Risk Division

PURPOSE/BACKGROUND:
Chapter 616 of the Nevada Revised Statutes (NRS) requires that all self-insured employers maintain excess workers' compensation insurance coverage. The premium for this coverage is based on a self-insured retention limit of $1,000,000 per claim for non-public safety personnel and $4,000,000 for public safety personnel. Our insurance broker (Alliant Insurance Services) marketed this coverage to five carriers and determined our current carrier, Safety National Casualty was best suited for continuing coverage. Safety National's quote of $489,894 represents an increase of $42,954 (+9.6%) from the expiring rate of $446,940. Safety National's AM best rating is A++ XV.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
25

DEPARTMENT: Human Resources **CONSENT**
DIRECTOR: Vincent Zamora

SUBJECT:
For possible action to approve the City's property damage insurance policy on buildings, contents, outside equipment, boiler, and machinery for the Fiscal Year 2023 with Liberty Mutual Insurance Company ($841,171 - Self-Insurance Liability Trust Fund), effective July 1, 2022 - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $841,171
Funding Source: Self-Insurance Liability Trust Fund
Dept./Division: Human Resources/Benefits and Risk Division

PURPOSE/BACKGROUND:
To provide insurance coverage to the City of Las Vegas for fire and other perils for buildings, contents, leased property, outside equipment, boiler/machinery, and projects under construction, domestic and foreign terrorist acts for the fiscal year 2023. Our insurance broker (Alliant Insurance Services), solicited bids from over 10 carriers and determined that the Liberty Mutual Insurance Company was best suited for this coverage. Liberty's quote of $841,171 represents an increase of $48,935 (+6.2%) from the expiring rate of $792,236 Liberty Insurance Company's AM best rating is A+XV.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
26

DEPARTMENT: Human Resources **CONSENT**
DIRECTOR: Vincent Zamora

SUBJECT:
For possible action to approve the City's High Retention Public Entity Liability Insurance policy for Fiscal Year 2023 with Safety National ($404,388 - Self-Insurance Liability Trust Fund), effective July 1, 2022 - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $404,388
Funding Source: Self-Insurance Liability Trust Fund
Dept./Division: Human Resources/Benefits and Risk Division

PURPOSE/BACKGROUND:
To supplement the City's self-insured liability fund with High Retention Public Entity Liability Insurance coverage for covered losses that exceed the policy's self-insured retention limit of $1,500,000 up to the policy's aggregate limit of $5,000,000 per policy term for auto liability, employment practices liability, general liability, law enforcement liability and public official's liability. Our insurance broker (Alliant Insurance Services) marketed this coverage to over 10 carriers and determined our current carrier, Safety National Casualty was best suited for continuing coverage. Safety National's quote of $404,388 represents an increase of $54,703 (+15.6%) from the expiring rate of $349,685. Safety Nationals AM best rating is A XIV.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
27

DEPARTMENT: Office of Government and Community Affairs **CONSENT**
DIRECTOR: Randy Robison

SUBJECT:
For possible action to approve the ratification of April LaLone in a Council support position as a Special Assistant to Council in the Ward 1 office ($64,305 + Benefits - General Fund) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $64,305 + Benefits
Funding Source: General Fund
Dept./Division: City Council - Ward 1

PURPOSE/BACKGROUND:
Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council Councilman Knudsen has requested the appointment of April LaLone to the position of Special Assistant to the Ward 1 office.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
28

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Massage Establishment license for ADESSO STORE 2 LLC dba THE NOW SUMMERLIN at 410 South Rampart Boulevard, Suite #165 - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Massage Establishment license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

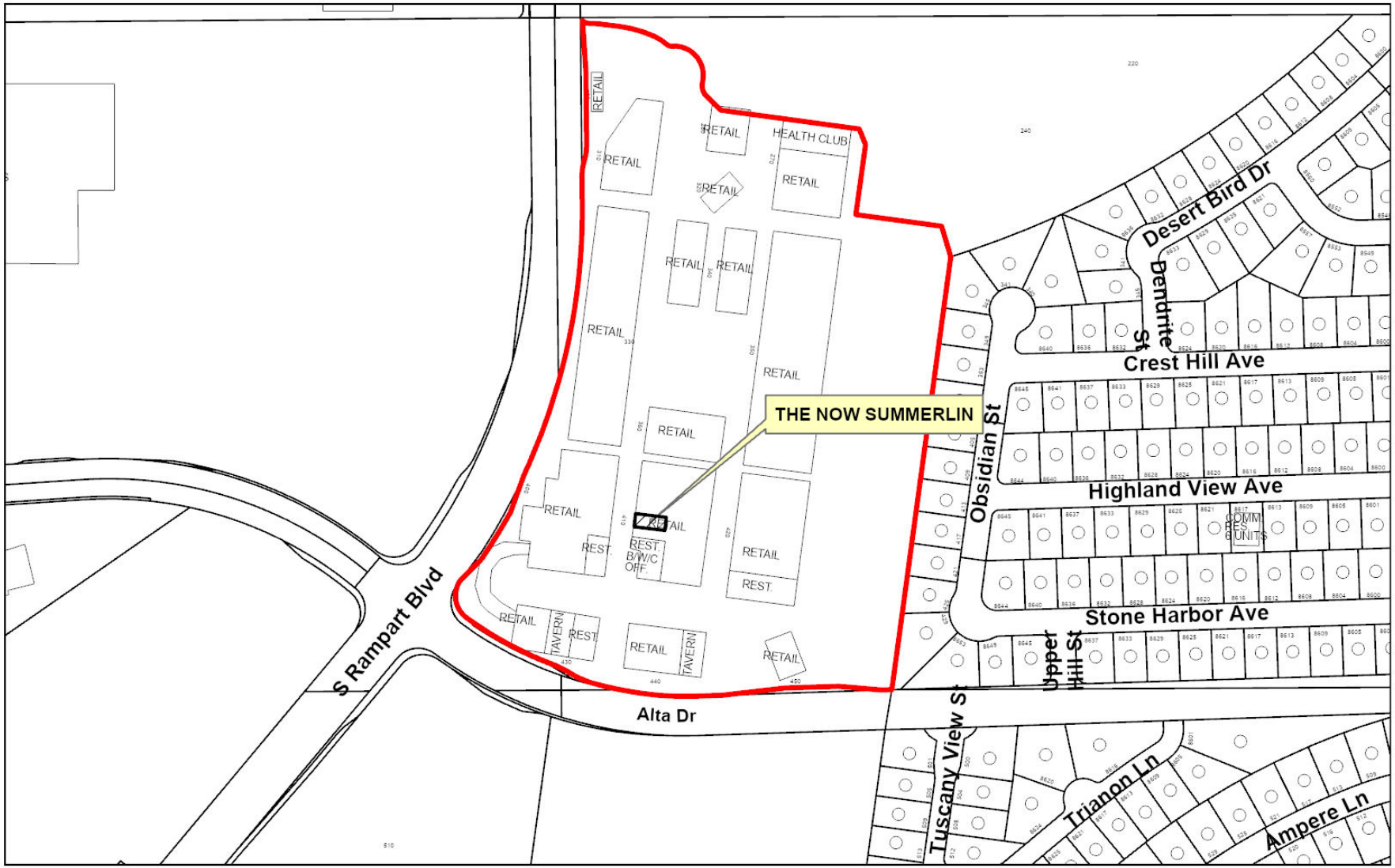
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Massage Establishment license for ADESSO STORE 2 LLC dba THE NOW SUMMERLIN at 410 South Rampart Boulevard, Suite #165 - Ward 2 (Seaman)

OWNERSHIP:

ADESSO STORE 2 LLC
Michael Andrew Schlazer, Manager
Jacob Daniel Lanning, Manager
Adesso Holding, LLC, Member
Michael Andrew Schlazer, Manager
Jacob Daniel Lanning, Manager
Ago Investments, LLC, Member
Jacob Daniel Lanning, Manager
Lauren Lanning, Manager
The Lanning Family Trust, Member
Jacob Daniel Lanning, Trustee
Lauren Lanning, Trustee
Navona Square Ventures, LLC, Member
Michael Andrew Schlazer, Manager
Christina Schlazer, Manager
The Schlazer Family Trust, Member
Michael Andrew Schlazer, Trustee
Christina Schalzer, Trustee



THE NOW SUMMERLIN

410 South Rampart Boulevard, Suite #165

Ward 2

Subject Property

City Limits

Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, May 19, 2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
29

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Restricted Gaming license UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at 7-ELEVEN STORE #20687A at 1600 North Rancho Drive - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming license (5 slots).

RECOMMENDATION:
Staff recommends APPROVAL subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

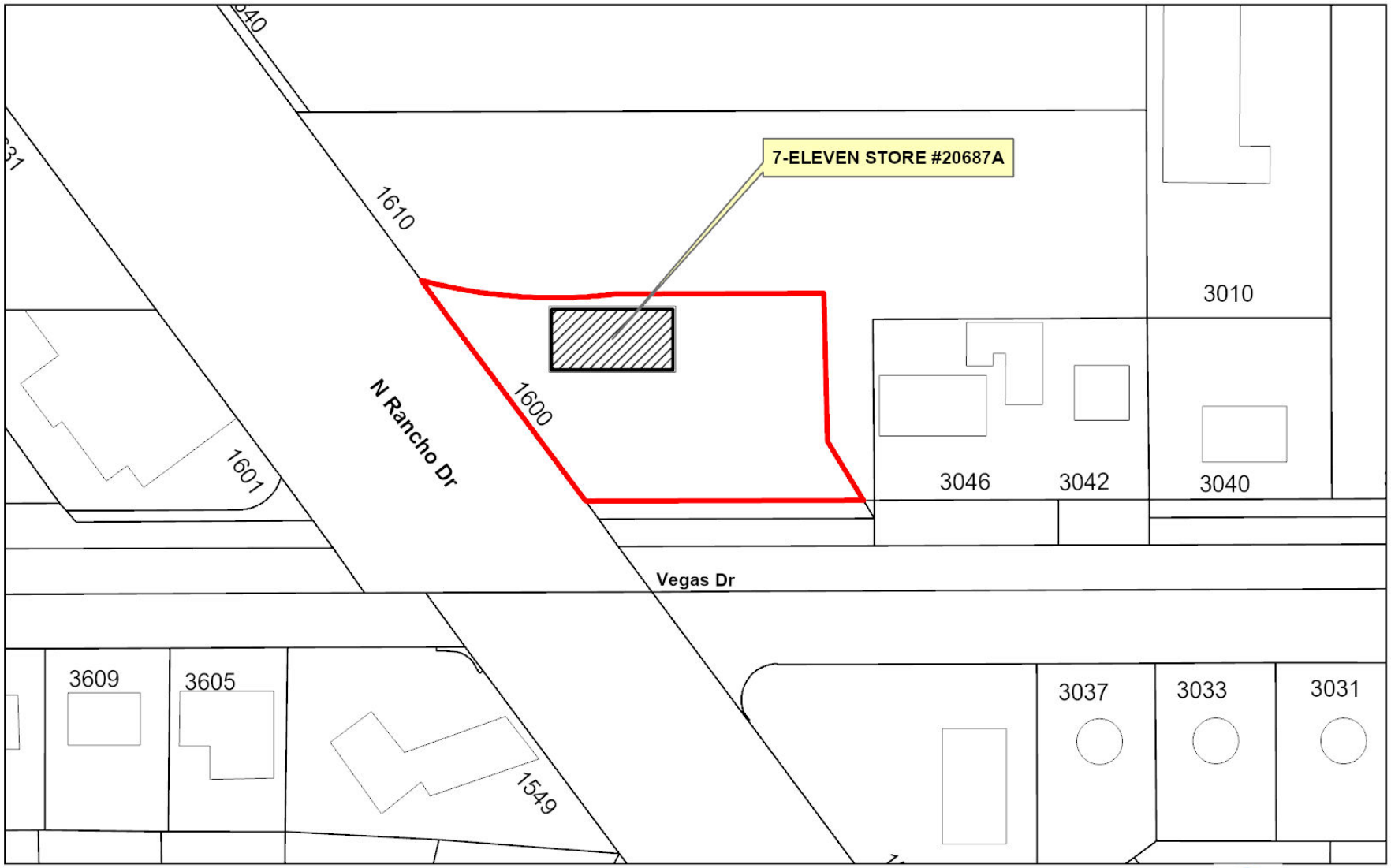
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming license UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at 7-ELEVEN STORE #20687A at 1600 North Rancho Drive - Ward 5 (Crear)

OWNERSHIP:

UNITED COIN MACHINE CO

Steven W. Arntzen, President, Chief Executive Officer, Director
Heidi H. Schmalz, Secretary, Treasurer, Chief Financial Officer, Director
Timothy W. Cogswell, Vice President, General Manager
Century Gaming, Inc., Shareholder
Steven W. Arntzen, President, Director, Chief Executive Officer, Shareholder
Heidi H. Schmalz, Secretary, Treasurer, Director, Shareholder



7-ELEVEN STORE #20687A

1600 North Rancho Drive

Ward 5

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
30

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Restricted Gaming license SARTINI GAMING LLC dba SARTINI GAMING LLC db at CHEECHO'S FAJITAS AND CANTINA at 7585 Norman Rockwell Lane - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming license (5 slots)

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

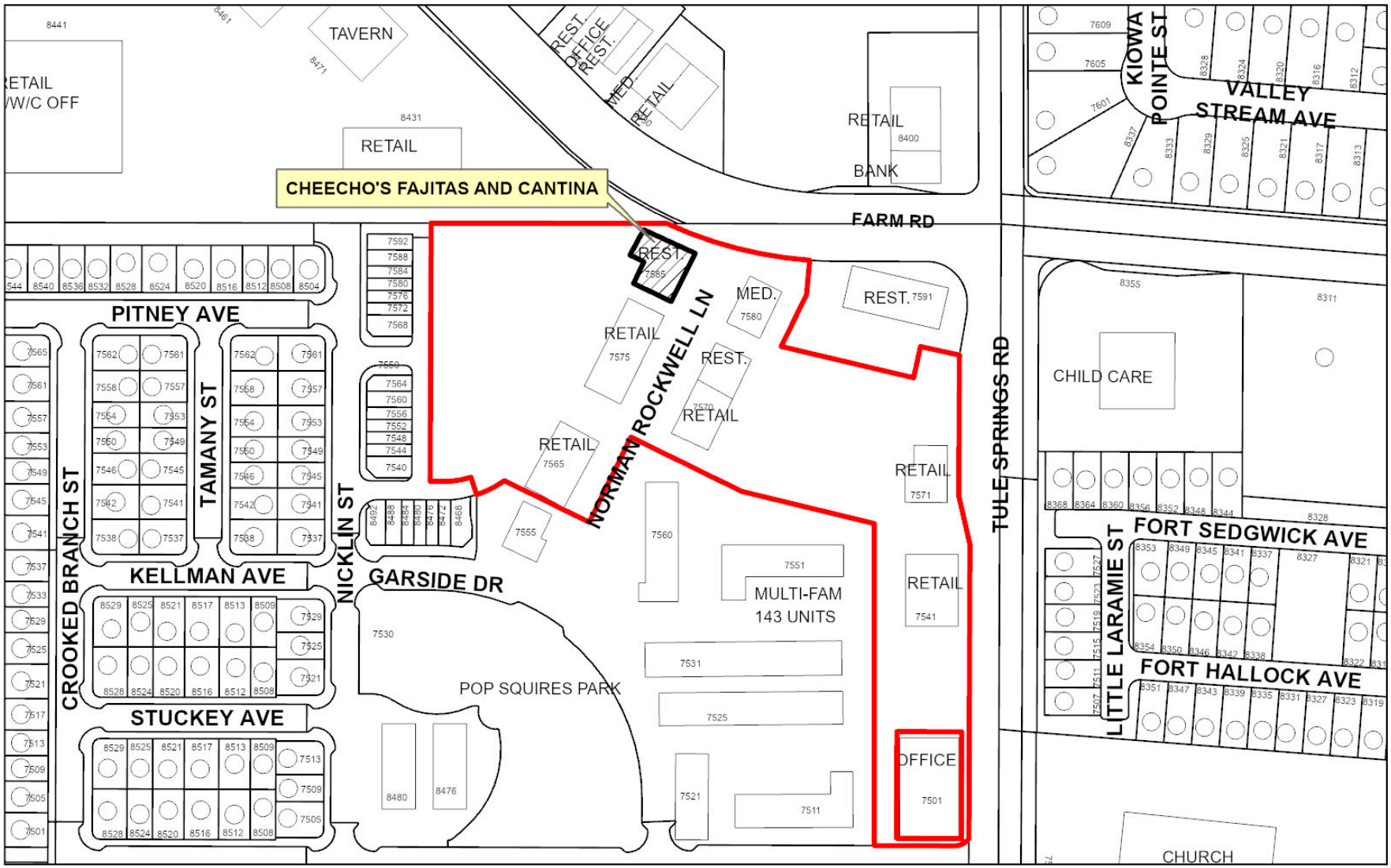
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming license SARTINI GAMING LLC dba SARTINI GAMING LLC db at CHEECHO'S FAJITAS AND CANTINA at 7585 Norman Rockwell Lane - Ward 6 (Fiore)

OWNERSHIP:

SARTINI GAMING LLC
Golden Route Operations, LLC, Managing Member
Golden Gaming LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles T. Protell, Manager
Golden Holdings, Inc, Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles T. Protell, Treasurer, Director
Golden Entertainment, Inc, Shareholder
Blake L. Sartini, President
Stephen A. Arcana, Executive Vice President, Chief Operating Officer
Sean T. Higgins, Vice President, Chief Financial Officer
Charles H. Protell, Vice President, Chief Financial Officer
Lyle Arnold Berman, Director
Anthony A. Marnell III, Independent Director
Ann D. Dozier, Independent Director
Mark A. Lipparelli, Independent Director
Robert L. Miodunski, Independent Director
Terrence L. Wright, Independent Director
The Blake L. Sartini and Delise F. Sartini Trust
Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee



CHEECHO'S FAJITAS AND CANTINA

7585 Norman Rockwell Lane

Ward 6

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 24, 2022

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
31

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve a sewer easement from Brian Ingram to the City of Las Vegas (CLV) for sewer connection purposes, located in the vicinity of Craig Road and Grand Canyon Drive, APNs 138-06-202-023, 024, 025, 026 - Clark County

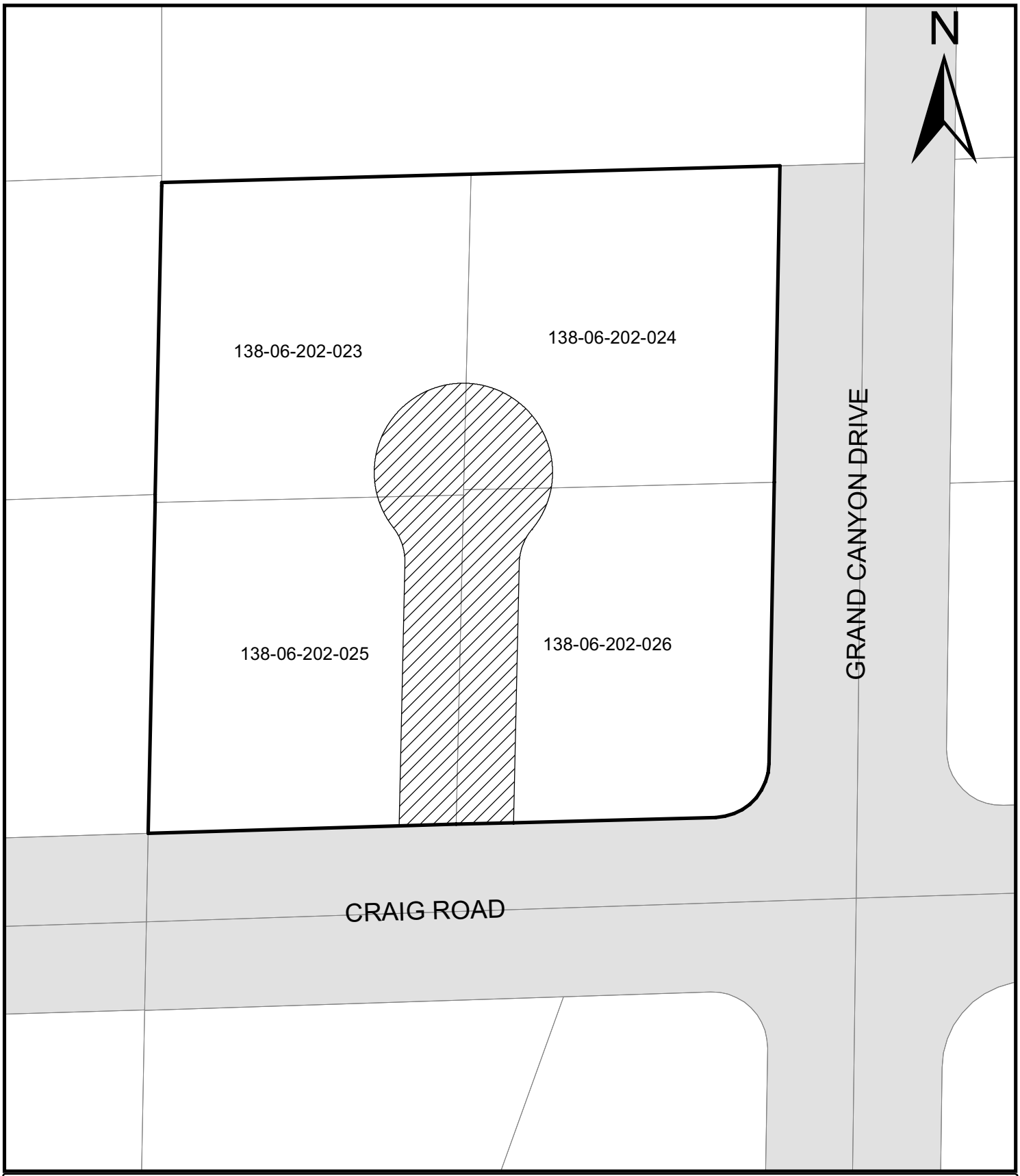
FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The sewer easement is needed for the properties to connect to the CLV sewer lines.

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 and dedication of real property rights.

BACKUP DOCUMENTATION:
1. Exhibit

EXHIBIT



LEGEND

- Subject Parcel
- Existing Right-of-Way
- Sewer Easement to be granted

CRAIG ROAD AND GRAND CANYON DRIVE SEWER EASEMENT

PARCEL NO(S): 138-06-202-023, 024, 025, 026
OWNER: BRIAN INGRAM
SECTION, TOWNSHIP, RANGE: SECTION 6, T. 20 S., R 60 E.
AREA OF SEWER EASEMENT: 0.318 total acres +-

CITY OF LAS VEGAS NEVADA

Date: 5/24/2022

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
32

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Agreement NM204-22-101 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to establish maintenance and operational responsibilities relative to Project Neon in furtherance of the terms and conditions of the Cooperative Agreement PR101-15-015 for roadway improvements located along I-15 and adjacent arterials from US-95 to Sahara Avenue, referred to as the Project Neon, Grand Central/Industrial Connector (GCI) and Neon Gateway Project - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The purpose of this interlocal agreement is to establish and assign the CLV and NDOT maintenance and operational roles and responsibilities relative to Project Neon in furtherance of the terms and conditions previously outlined in the Cooperative Agreement PR101-15-015 and as detailed in the Street and Landscape Maintenance Plan Exhibit “A” in the agreement.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement NM204-22-101

INTERLOCAL AGREEMENT

This Agreement, made and entered into on , by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, 495 S. Main St., 5th Floor, Las Vegas, NV 89101, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the purpose of this Agreement is to establish and assign Maintenance Roles and Responsibilities relative to the DEPARTMENT's Contract 3624 (Project NEON) project limits (hereinafter "PROJECT"); and

WHEREAS, Project NEON was a large, multi-year highway improvement project which included: adding High Occupancy Vehicle (HOV) lanes along I-15, an HOV direct connect viaduct linking the HOV lanes on US-95 with the I-15 HOV lanes, south ramp braiding along I-15 from US-95 to Sahara Avenue, HOV direct connect ramps to Western, reconfigured southbound right turn lanes at the Sahara Interchange, reconfigured Alta/Bonneville from Grand Central Parkway to Martin Luther King Boulevard, additional freeway ramps to Alta, reconfigured Western between Wyoming Avenue and Charleston Boulevard, Martin Luther King Boulevard alignment between Alta Drive and Oakey Boulevard, including a grade separation over Charleston, a direct eastbound to northbound connection between Charleston Boulevard and Martin Luther King Boulevard, and reconfiguration of the Charleston Boulevard Interchange including an at grade intersection with Charleston Boulevard and Grand Central Parkway. The majority of these Project NEON improvements and realignments were completed in 2020; and

WHEREAS, after the substantial completion of Project NEON's improvements and realignment projects, and in furtherance of the terms and conditions of Cooperative Agreement No. PR101-15-015 dated March 9, 2015, the parties desire to transfer certain property, improvements, and maintenance responsibilities in District I; and

WHEREAS, the parties wish to enter into this Agreement for the purpose of assigning street and landscape maintenance roles and responsibilities for the Project NEON improvements and realignments in Clark County; and

WHEREAS, the parties have created and attached Exhibit A – Revised May 20, 2022, Project NEON (Amended Cooperative Agreement) Street and Landscape Maintenance Plan, attached and incorporated herein, which visually depicts and describes the areas that will be owned and maintained by each party after the property transfers and assignment of specific maintenance responsibilities is complete; and

WHEREAS, this Agreement is also intended to grant the CITY encroachment rights from the DEPARTMENT on DEPARTMENT's right-of-way, and to grant the DEPARTMENT encroachment rights from the CITY, on CITY's right-of-way, for the purposes of maintaining Project NEON's improvements and realignments as described in Exhibit A – Revised May 20, 2022; and

WHEREAS, the services of the CITY shall be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, both parties are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To Operate and Maintain, as defined in Article III – "It is Mutually Agreed", those areas identified in green color coding on the attached Exhibit A – Revised May 20, 2022, excepting therefrom only the ground and wall mounted metal work and associated lighting systems in the corridor, but including the found font, and the hot dip metal work as set forth below.

2. To Maintain, as defined in Article III, Section 2, those areas identified in pink color coding on the attached Exhibit A – Revised May 20, 2022.

3. For clarification, the CITY agrees to operate and/or maintain as follows:

   A. Operate and maintain landscaping area and block wall along Loch Lomond as shown in Exhibit A – Revised May 20, 2022.

   B. Provide the DEPARTMENT access to maintain Intelligent Transportation System ("ITS") facilities and sound walls.

   C. Operate and maintain Martin Luther King Boulevard as shown on Exhibit A – Revised May 20, 2022, from Oakey Boulevard to the northern project limits, approximately 500' north of Alta Dr.

   D. This includes asphalt pavement, curb and gutter, sidewalk, median island, traffic signals, emergency signal at CITY Fire Station 10, street lighting, signing, concrete barrier rail, landscaping, aesthetics, and drainage.

   E. Maintain landscaping and aesthetics on DEPARTMENT right-of-way on the east side of Martin Luther King Boulevard from Oakey Boulevard to Five Hundred and Fifty (550) feet north of Oakey Boulevard. The CITY will provide the DEPARTMENT access to maintain walls and ITS facilities.

   F. Maintain all trees and irrigation on the west side of Martin Luther King from Oakey Boulevard to Pinto Lane.

   G. Operate and maintain the exit road from southbound Martin Luther King Boulevard to westbound Charleston Boulevard.

   H. Operate and maintain the roadway portion of Martin Luther King Boulevard overpass at Charleston Boulevard, which includes:

(1). Maintain the asphalt on the Martin Luther King Boulevard overpass up to connection with the concrete bridge approach slab (DEPARTMENT bridge structure H-3061).

(2). Maintain all drainage infrastructure within CITY right-of-way

(3). Provide for maintenance of pavement traffic delineators for entire length of overpass roadway.

(4). Provide for median island maintenance excluding the portion constructed on bridge structure H-3061.

(5). Provide for operations and maintenance of interchange traffic signals, excluding any part of the traffic signal foundation which is integral to the bridge structure.

(6). Provide for operations and maintenance of bridge roadway lighting components which are accessible from the Martin Luther King Boulevard roadway surface, excluding any component which is integral to the bridge structures.

(7). Maintain all ground mounted, non-overhead, traffic signs related to normal street operations that are accessible from the roadway surface.

(8). Provide for roadway cleanliness.

(9). Provide for roadway surface maintenance to the extent the components are not integral to bridge structural components. CITY may provide for temporary measures for items that cause immediate concerns to area traffic but are not structural in nature and will notify the DEPARTMENT of such concerns in a timely manner.

(10). Provide for graffiti abatement on components readily accessible from the Martin Luther King Boulevard bridge roadway surface.

I. Operate and maintain Oakey Boulevard.

(1). Including traffic signals, street lighting, signing, asphalt pavement, sidewalk, curb and gutter, pavement traffic delineators, and drainage.

(2). The City will maintain the median island under the structures (H-933N, H-933S,and H-3056).

J. Operate and maintain Charleston Boulevard from Shadow Lane to the west edge of the Martin Luther King Boulevard bridge, Structure H-3061.

(1). Including traffic signals, street lighting, ground mounted signing, pavement traffic delineators, asphalt pavement, sidewalk, curb and gutter, concrete barrier rail, safety devices, landscaping, aesthetics, and drainage.

K. Operate and maintain traffic signals from the west edge of the Martin Luther King Boulevard bridge, Structure H-3061 to Commerce Street.

L. Operate and maintain the ramp from eastbound Charleston to Martin Luther King Boulevard.

(1). Including safety devices, concrete barrier rail, MSE walls, street lighting, asphalt and concrete pavement, pavement traffic delineators, ground mounted signing, and roadway cleanliness.

M. Operate and maintain Alta Drive / Bonneville Avenue.

(1). Including asphalt pavement, median island, traffic signals, street lighting, ground mounted signing, pavement traffic delineators, sidewalk, curb and gutter, and landscaping.

N. Operate and maintain Symphony Park Avenue.

(1). Including asphalt pavement, median island, safety devices, street lighting, ground mounted signing, pavement traffic delineators, safety devices, sidewalk, curb and gutter.

O. Operate and maintain Grand Central Parkway from Charleston Boulevard to the north end of the project.

(1). Including asphalt pavement, median island, pork chop island at Charleston intersection, street lighting, ground mounted signing, pavement traffic delineators, median island, safety devices, sidewalk, curb and gutter, landscaping.

P. Operate and maintain Industrial Road from Charleston Boulevard to the south end of the project.

(1). Including asphalt pavement, median island, pork chop island at Charleston Boulevard intersection, street lighting, ground mounted signing, pavement traffic delineators, median island, concrete barrier rail, MSE walls, bridge structure G-3062 in its entirety, underdeck lighting, fencing, sidewalk, handrail, curb and gutter, landscaping.

Q. Operate and maintain Western Avenue from Industrial Road to the south end of the project.

(1). Including asphalt pavement, median island, traffic signals, street lighting, ground mounted signing, pavement traffic delineators, sidewalk, curb, and gutter.

R. Maintain the drainage channel between Industrial Road and the Union Pacific Railroad property. The DEPARTMENT will provide access to the CITY through the DEPARTMENT's property on the east side of Industrial Road. An access gate on the west and south side of the DEPARTMENT's yard will provide the CITY access to the property south of that facility.

S. Operate and maintain all traffic signal systems, including power and luminaires within the project limits.

T. Operate and maintain the Found Font metal work and the Hot Dip metal work on the southwest and northwest corners of Grand Central Parkway and Charleston Boulevard intersections.

U. Maintain the Clark County Regional Flood Control District drainage facilities constructed by the project to convey storm flow through CITY jurisdiction in a

manner consistent with Clark County Regional Flood Control District standards and practices.

V. Provide for graffiti abatement on components readily accessible from CITY maintained roadways.

4. The CITY will not be required to obtain DEPARTMENT encroachment permits or approvals for routine maintenance, performed by CITY employees. The CITY shall be solely responsible for proper work performance and rolling traffic control activities as deemed necessary by the CITY. Maintenance activities performed by contract services which require stationary traffic control devices will require the CITY to obtain the necessary traffic control plan approval from the DEPARTMENT. Any activities which impact the bridge structures maintained by the DEPARTMENT will require prior approval from the DEPARTMENT.

5. To allow the DEPARTMENT to reasonably encroach on CITY property as necessary for the maintenance of the Project NEON improvements, and any obligations undertaken through this Agreement.

ARTICLE II - DEPARTMENT AGREES

1. To Operate and Maintain, as defined in Article III – "It is Mutually Agreed", those areas identified in blue color coding on the attached Exhibit A – Revised May 20, 2022, except as otherwise indicated in Article I and Exhibit A – Revised May 20, 2022.

2. To operate and maintain all components associated with the I-15 and US 95 improvements including but not limited to: asphalt and concrete pavement, bridge structures in their entirety, bridge abutments, wall mounted illuminated metal work and electrical systems, MSE walls, retaining walls, concrete barrier rails, sound walls, roadway signs, guide signs and structures, variable message signs, ITS infrastructure, ramp meter infrastructure, drainage facilities, roadway lighting, high mast lighting, bridge underdeck lighting at Symphony Park Avenue, Charleston Boulevard, Alta Drive, and Oakey Boulevard, pavement traffic delineators, safety systems, landscaping, post and cable fencing roadway cleanliness, and graffiti abatement.

3. For clarification, the DEPARTMENT agrees to operate and/or maintain as follows:

A. Maintain all landscaping and aesthetics on the east side of Martin Luther King Boulevard from Five Hundred (500) feet north of Oakey Boulevard to the northern project limits.

B. Operate and maintain the Neon Gateway from I-15 to Western Avenue.

(1) Including asphalt pavement, curb and gutter, underdeck lighting, roadway lighting, ground mounted signs, pavement traffic delineators, drainage, median island, Pork Chop Island at Western Avenue roadway landscaping, landscaping and aesthetics on the north and south sides of the Neon Gateway.

C. Operate and maintain Charleston Boulevard from the west edge of the Martin Luther King Boulevard, Structure H-3061 to the eastern project limits.

(1) Including asphalt pavement, sidewalks, curb and gutter, underdeck lighting, ground mounted signs, pavement traffic delineators, drainage, median islands, safety systems, landscaping and aesthetics, but excluding the operation and maintenance of all traffic signals.

D. Operate and maintain the slip ramp from Charleston Boulevard to Bonneville Avenue.

(1) Including all electrical, lighting, drainage, fencing, concrete barrier rail, safety devices, landscaping and aesthetics on the east side of roadway, north of the Grand Central Parkway exit.

E. Operate and maintain the ramp from the Charleston Boulevard on-ramp to I-15 northbound to Grand Central Parkway, from edge of pavement to edge of pavement.

F. Maintain all sound, retaining, and MSE walls except those associated with the Industrial Road bridge structure over UPRR and Charleston ramp to Martin Luther King.

G. Operate and maintain all ground and wall mounted metal work and associated lighting systems in the corridor except for the Found Font metal work and the Hot Dip metal work on the southwest and northwest corners of Grand Central Parkway and Charleston Boulevard intersections.

H. Maintain the landscaping and fencing behind the curb at the MC Service Driveway, north of Bonneville Avenue east of I-15.

I. Maintain the area behind the sidewalk on the north and south side of Symphony Park Avenue from forty (40) feet west of the southbound US 95 to southbound I-15 bridge structures to forty (40) feet east of the northbound I-15 to northbound US 95 bridge structures.

J. Maintain the area behind the sidewalk on the north and south side of Oakey Boulevard from the western edge of the southbound I-15 to Sahara Avenue bridge structure to Western Avenue.

K. Maintain the median island on Oakey Boulevard from Martin Luther King Boulevard to Western Avenue.

L. Operate and maintain Structure H-3061 (Martin Luther King Boulevard over Charleston Boulevard), along with maintenance of the bridge structural components, abutments, piers, slope paving, MSE walls, concrete barrier rails, and the approach slabs, as explicitly outlined below:

(1) Maintain bridge structure and associated components, such as abutments, retaining walls, MSE walls, traffic signal foundation, columns, safety devices, bridge aesthetics, embankments, and slope paving.

(2) Maintain crash devices associated with bridge structure on Charleston Boulevard.

(3) Maintain signage associated with I-15 alignment.

(4) Maintain underdeck roadway lighting operations and maintenance.

(5) Provide for graffiti removal and restoration of finishes on all bridge components not readily accessible from bridge roadway surface.

(6) Obtain traffic control plan approval from the CITY for any activity which impacts roadway traffic flow.

4. In addition to the limits identified in Exhibit A – Revised May 20, 2022, the DEPARTMENT agrees to own, operate, and maintain the structural components of the Martin Luther King Boulevard overpass bridge, Oakey Boulevard, Neon Gateway, Charleston Boulevard, Alta Boulevard, and Symphony Park Ave., underpass bridges at 1-15 including the substructures and the following components of the superstructures:

(1) This includes but is not limited to girder, structural deck, structural aspects of the concrete bridge barrier rails, approach slabs, and decorative lighted art panels.

5. To issue an encroachment permit to the CITY, at no cost the CITY, allowing it to occupy DEPARTMENT's right-of-way for the purpose of maintaining the Project NEON improvements and realignments, as described more specifically in Article I of this Agreement, and in Exhibit A – Revised May 20, 2022, attached.

6. To provide access to the CITY through DEPARTMENT's property on the east side of Industrial Road, south of Charleston. The DEPARTMENT has installed access gates on the west and south sides of the DEPARTMENT's yard, providing CITY access to the property south of the that facility.

7. To provide for graffiti abatement on components readily accessible from DEPARTMENT maintained roadways.

8. To maintain post and cable fence, and gate installed on retaining walls and MSE walls

9. To maintain fence and gates that restrict access to DEPARTMENT facilities on DEPARTMENT's right-of-way or property.

ARTICLE III - IT IS MUTUALLY AGREED

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing party of both parties, and then shall remain in force and effect until terminated by either party. Either party hereto may terminate this Agreement by providing a ninety (90) day notice to the respective other party, at any time without cause.

2. Maintenance responsibility is defined as assuming all activities related to keeping and maintaining an area within the right-of-way clean, safe, and properly functioning, and shall include but is not limited to: the maintenance of asphalt pavement, curbs and gutters, concrete barrier rails, pavement traffic delineators, sidewalks, crosswalks, signage, traffic signals (including all pedestrian and emergency signals), fencing, irrigation, landscaping (which shall include trimming of trees and/or bushes, and replacement of trees and/or bushes that have died or become diseased), as well as replacement of decorative rock that has been removed, deteriorated, or stolen), storm drain facilities, street lighting, and other related appurtenances.

3. Operation responsibility shall include the issuance of all permits, and addition of as needed improvements within each party's right-of-way.

4. Each party hereto shall be solely responsible for all costs associated with the responsibilities undertaken through this Agreement.

5. Nothing contained in this Agreement shall be construed as prohibiting either party from taking whatever actions they deem necessary within their respective right-of-ways to address an immediate safety concerns.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn: Nicholas Johnson, P.E.
Nevada Department of Transportation
Division: Project Management
1263 South Stewart St.
Carson City, NV 89712
Phone: (775) 888-7318
E-mail: njohnson@dot.nv.gov

FOR CITY:

Mike Janssen, P.E., P.T.O.E., Director Public Works
Attn: Greg McDermott, P.E.
City of Las Vegas
495 S. Main St., 5th Floor
Las Vegas, NV 89101
Phone: (702) 229-2143
E-mail: gmcdermott@lasvegasnevada.gov

7. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

13. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

16. Except as otherwise expressly provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

18. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

20. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Las Vegas

Carolyn G. Goodman
Mayor

Attest:

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

John S. Ridilla 5/3/22
Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

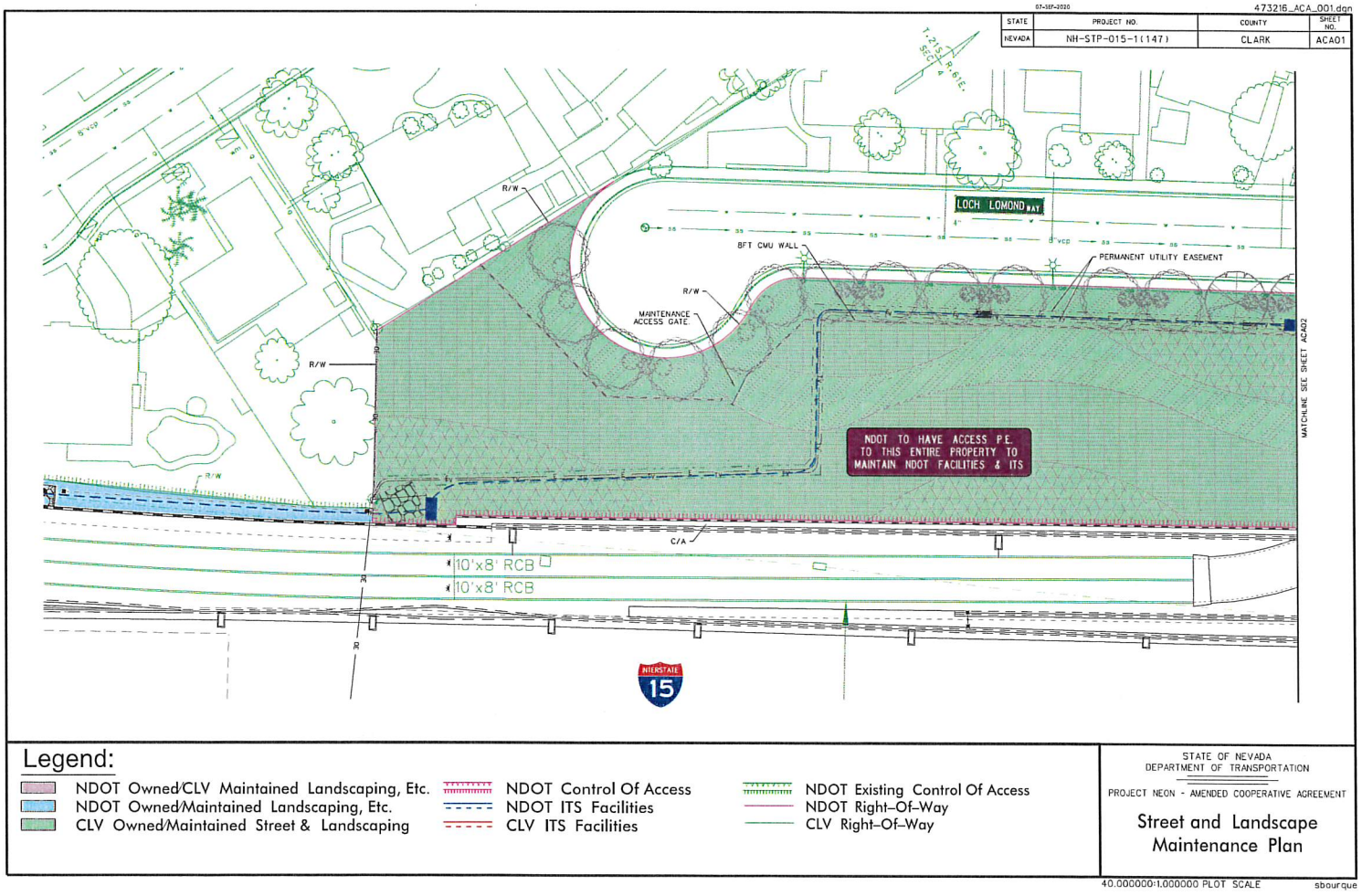
State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

On behalf of Director

Approved as to Legality & Form:

Deputy Attorney General

EXHIBIT A - REVISED MAY 20, 2022



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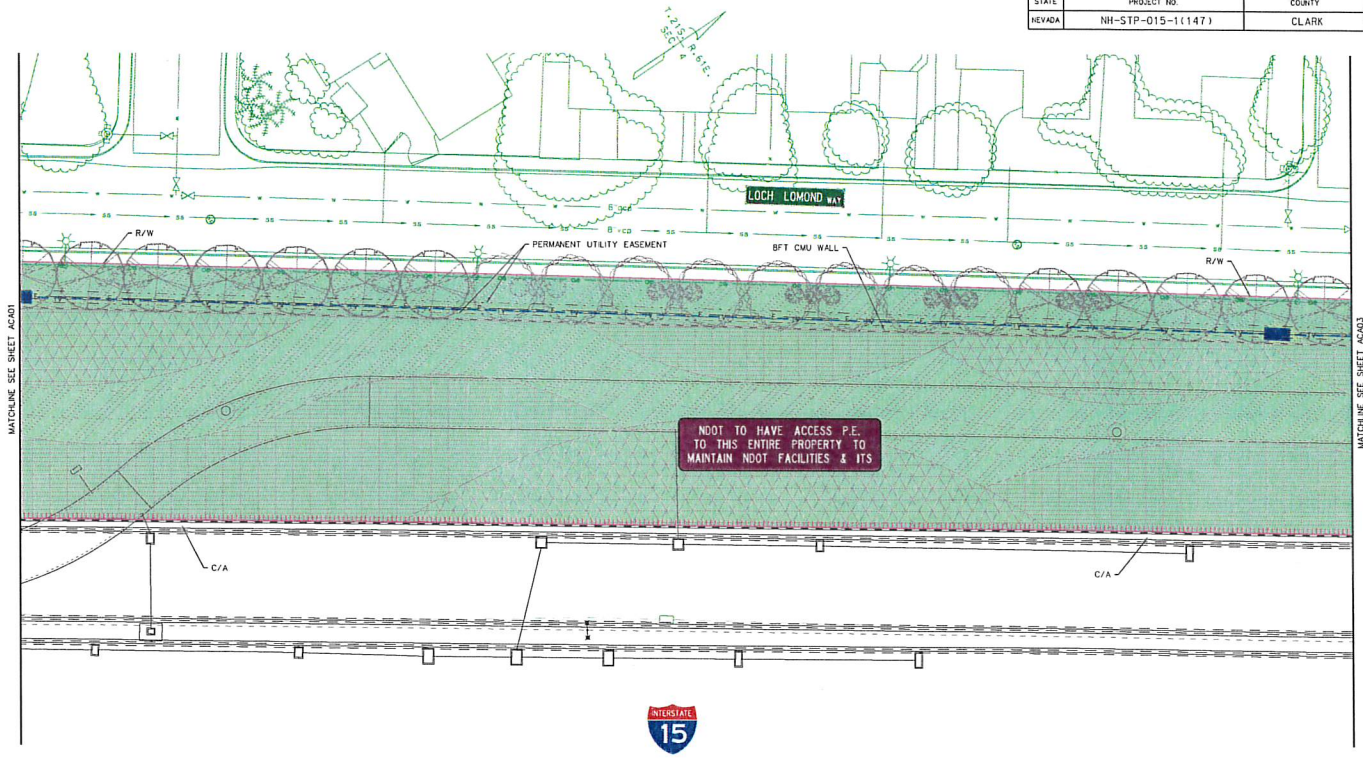

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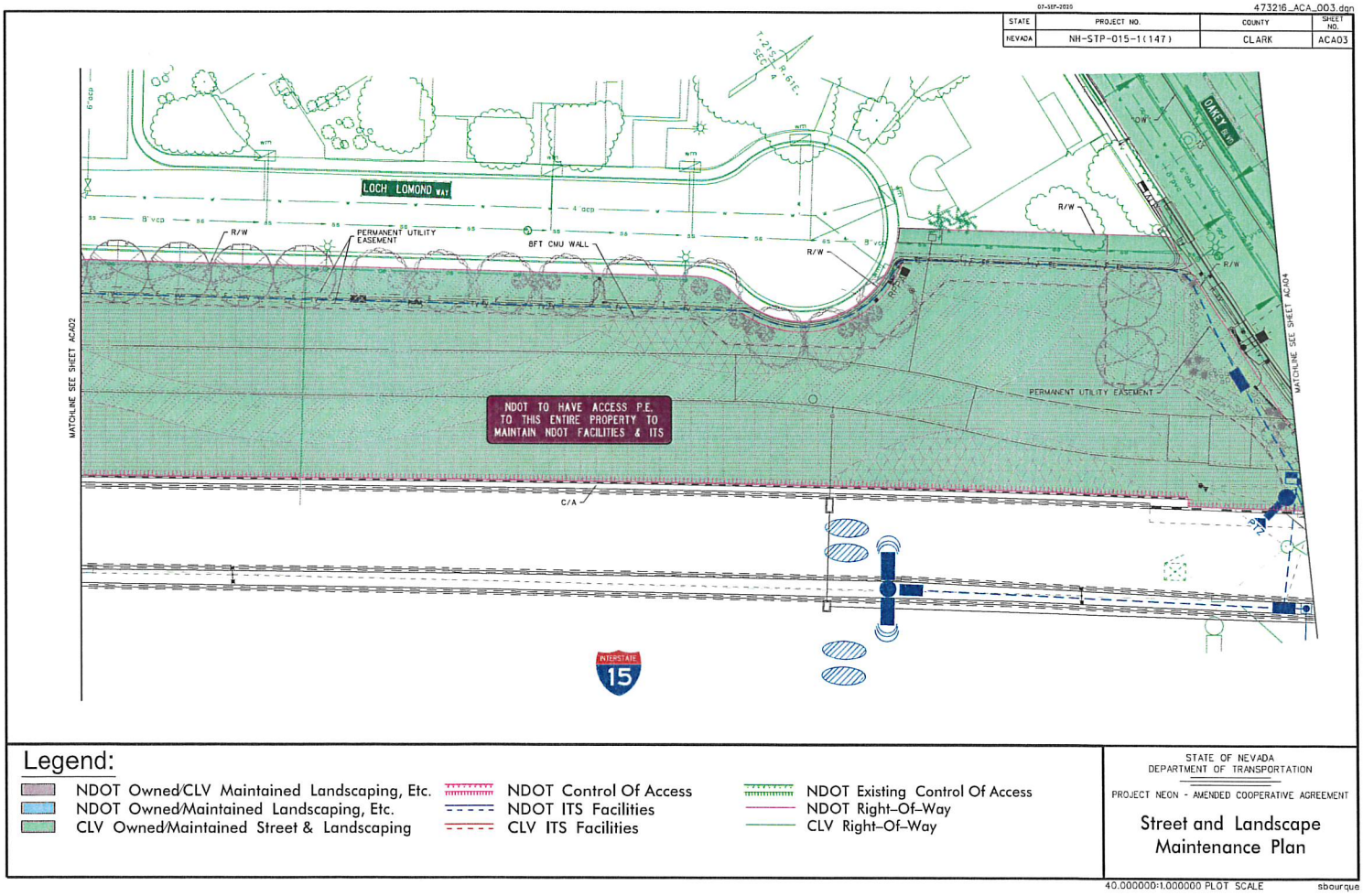
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque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NEVADA | NH-STP-015-1(147) | CLARK | ACA03
LOCH LOMOND WAY
OAKEY AVE
R/W
PERMANENT UTILITY EASEMENT
8FT CMU WALL
NDOT TO HAVE ACCESS P.E. TO THIS ENTIRE PROPERTY TO MAINTAIN NDOT FACILITIES & ITS
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MATCHLINE SEE SHEET ACA02
MATCHLINE SEE SHEET ACA04
INTERSTATE 15
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NDOT ITS Facilities
CLV ITS Facilities
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NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
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sbourque

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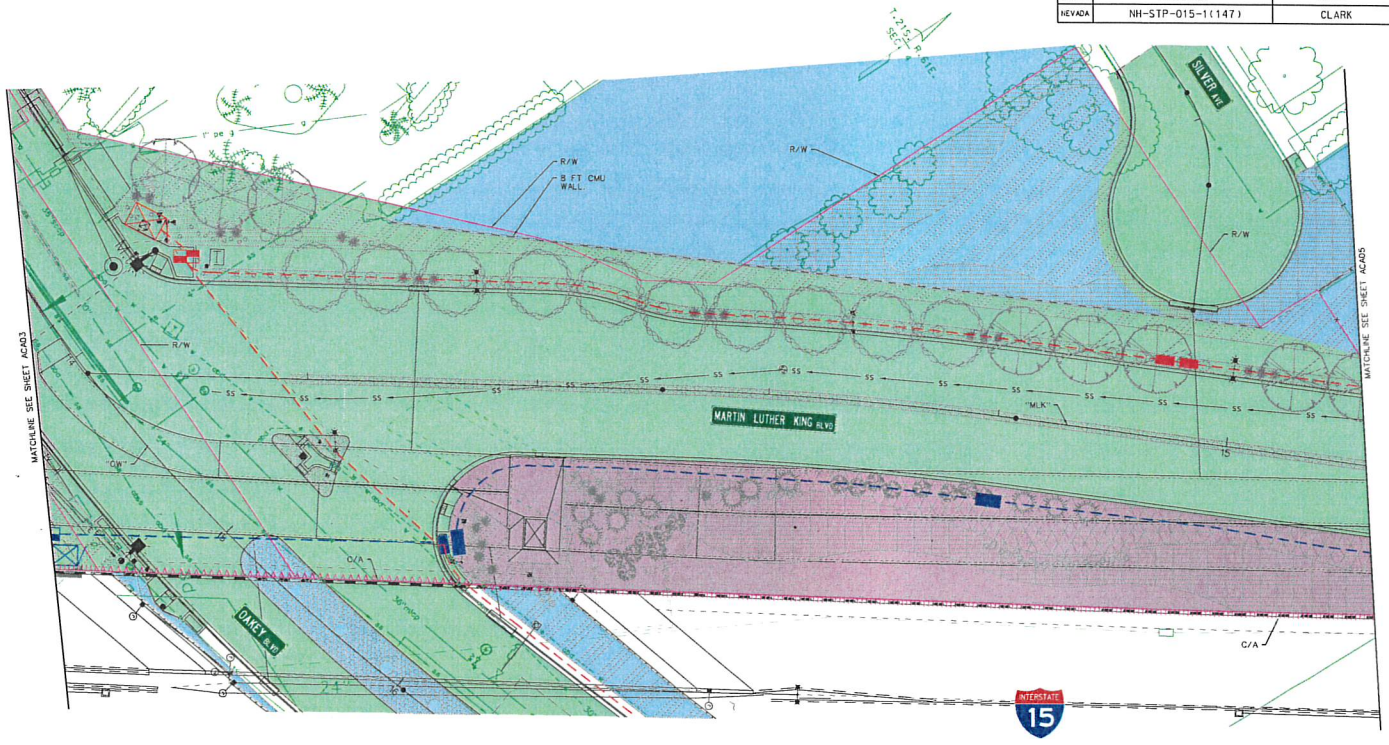

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STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

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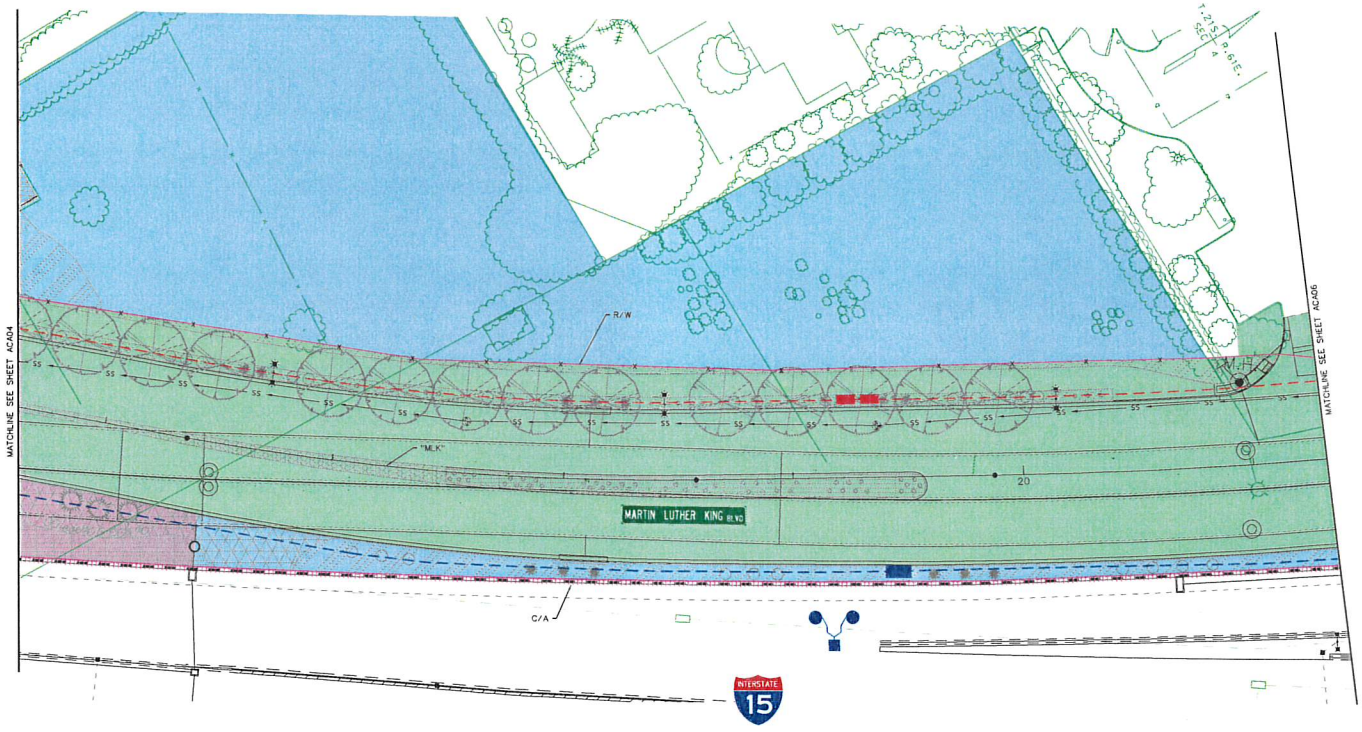

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STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

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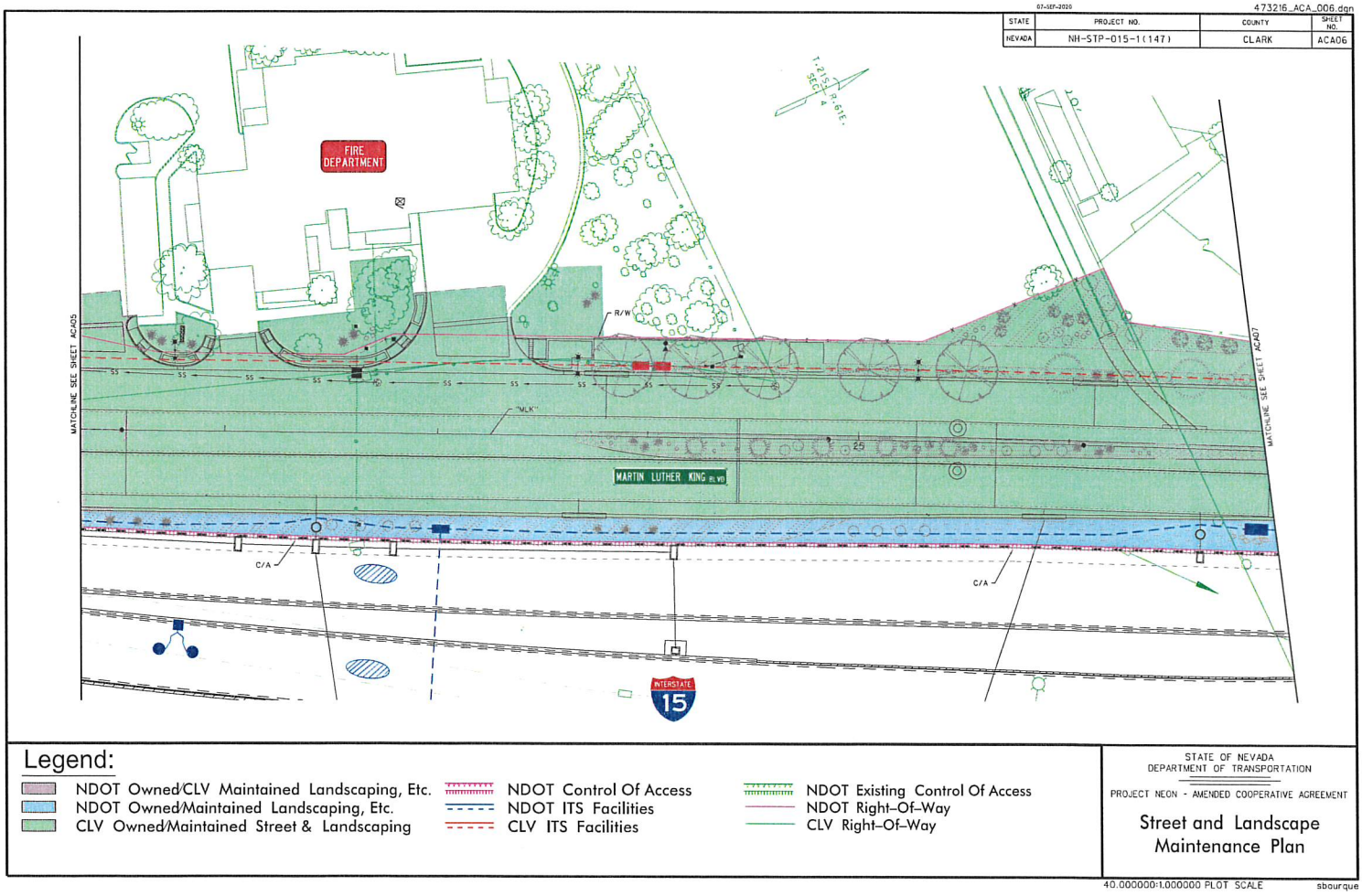
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SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
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FIRE DEPARTMENT
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MARTIN LUTHER KING BLVD
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STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
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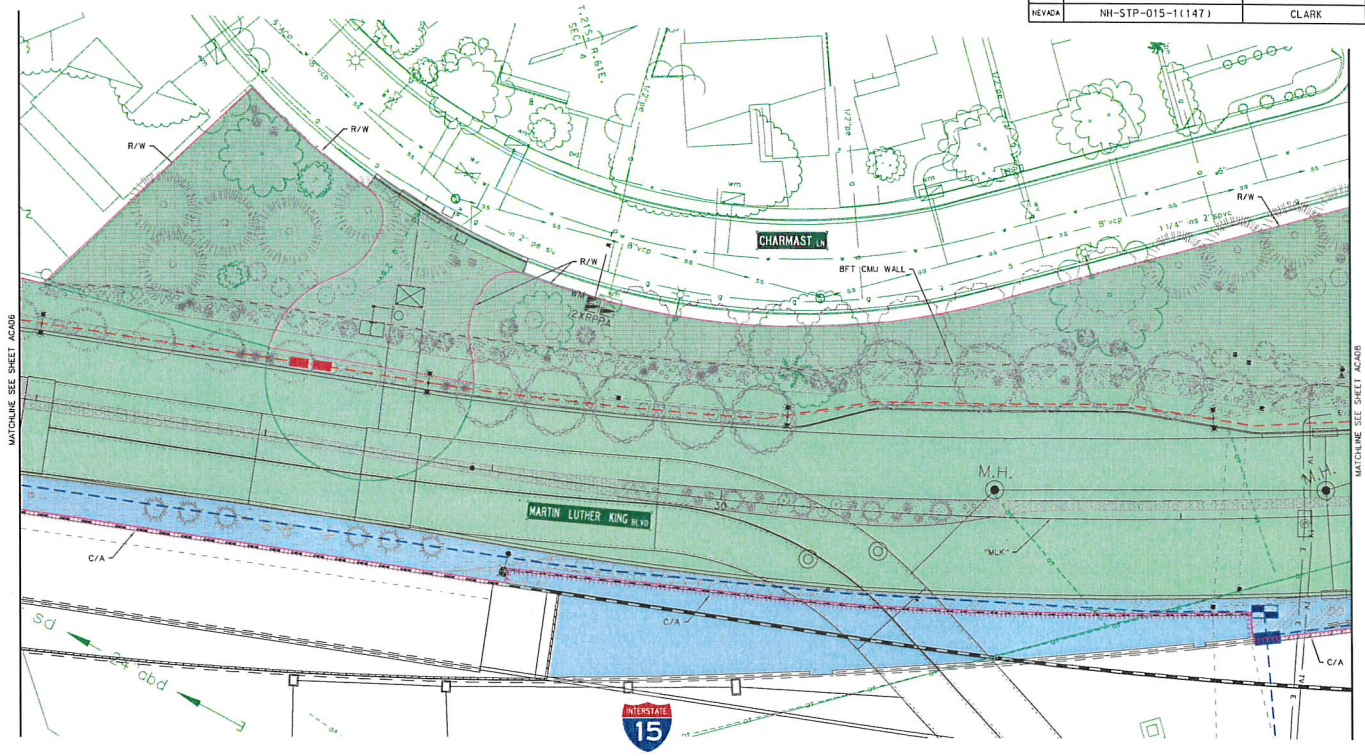

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STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

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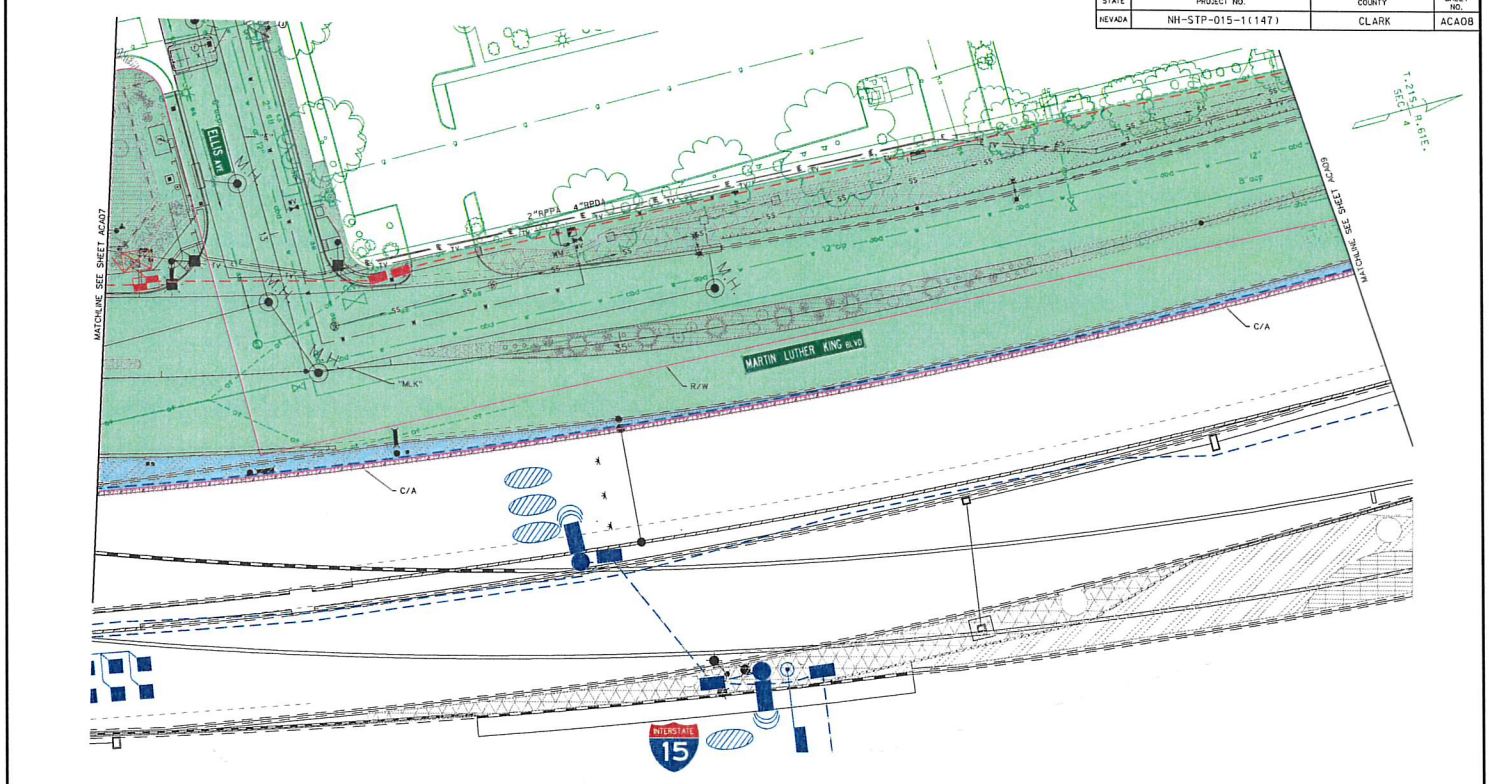

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STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

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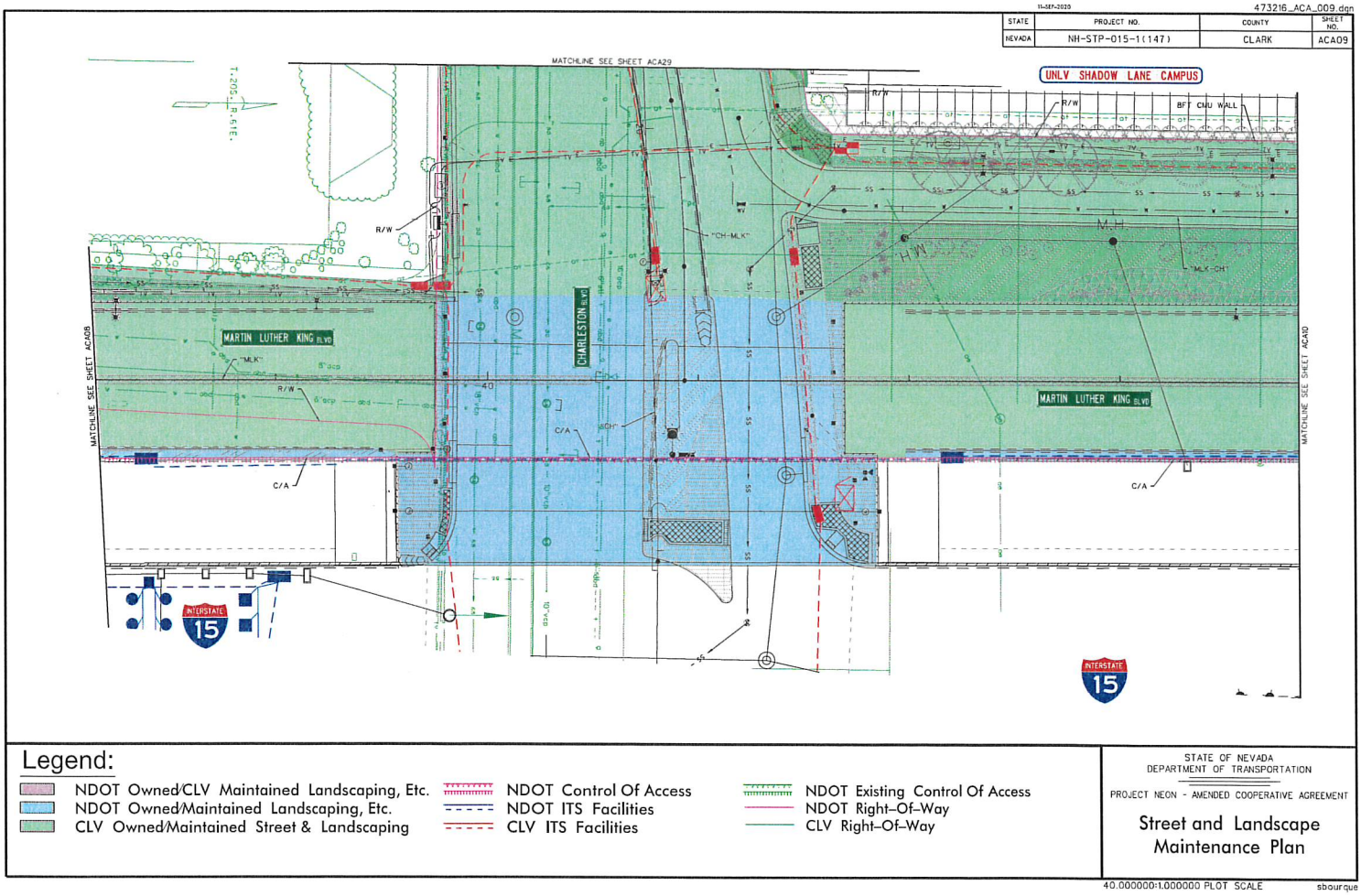
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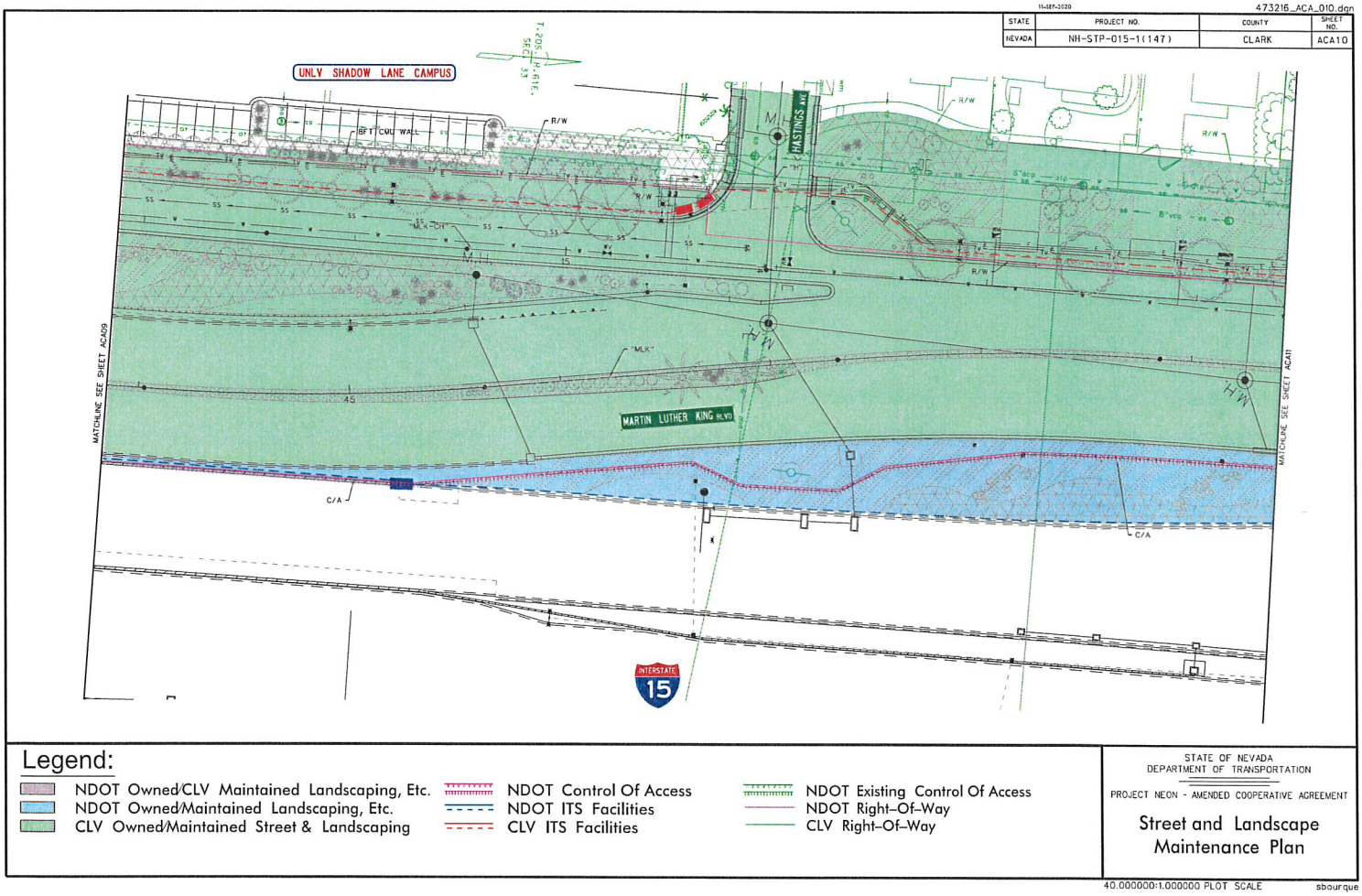
NEVADA
NH-STP-015-1(147)
CLARK
ACA09
MATCHLINE SEE SHEET ACA29
UNLV SHADOW LANE CAMPUS
R/W
BFT CMU WALL
"CH-MLK"
"MLK-CH"
MARTIN LUTHER KING BLVD
CHARLESTON BLVD
"MLK"
"CH"
C/A
MATCHLINE SEE SHEET ACA08
MATCHLINE SEE SHEET ACA10
INTERSTATE 15
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque


11-SEP-2020
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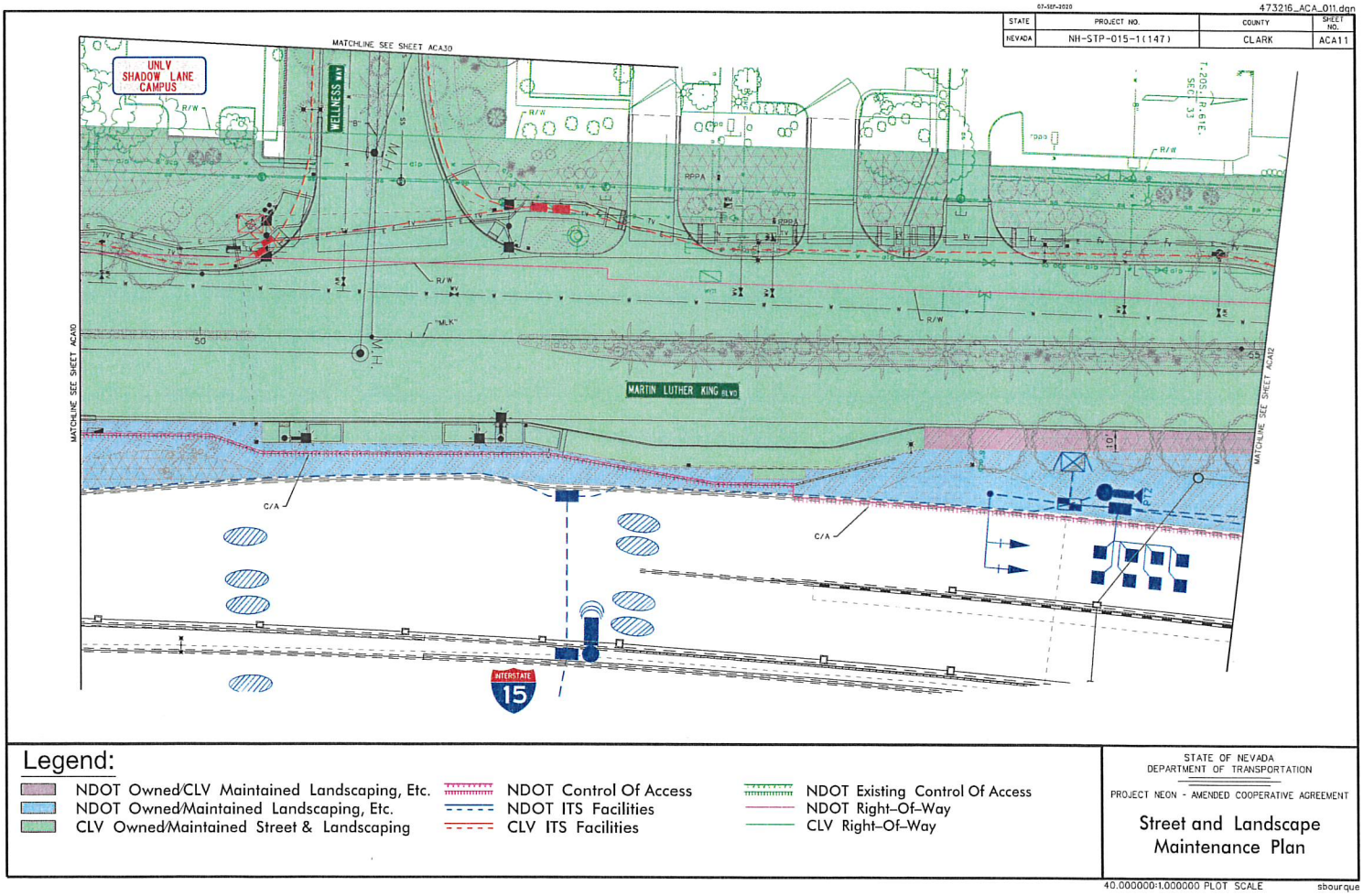
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA10
UNLV SHADOW LANE CAMPUS
HASTINGS AVE
MARTIN LUTHER KING BLVD
INTERSTATE 15
MATCHLINE SEE SHEET ACA09
MATCHLINE SEE SHEET ACA11
R/W
C/A
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque


07-SEP-2010
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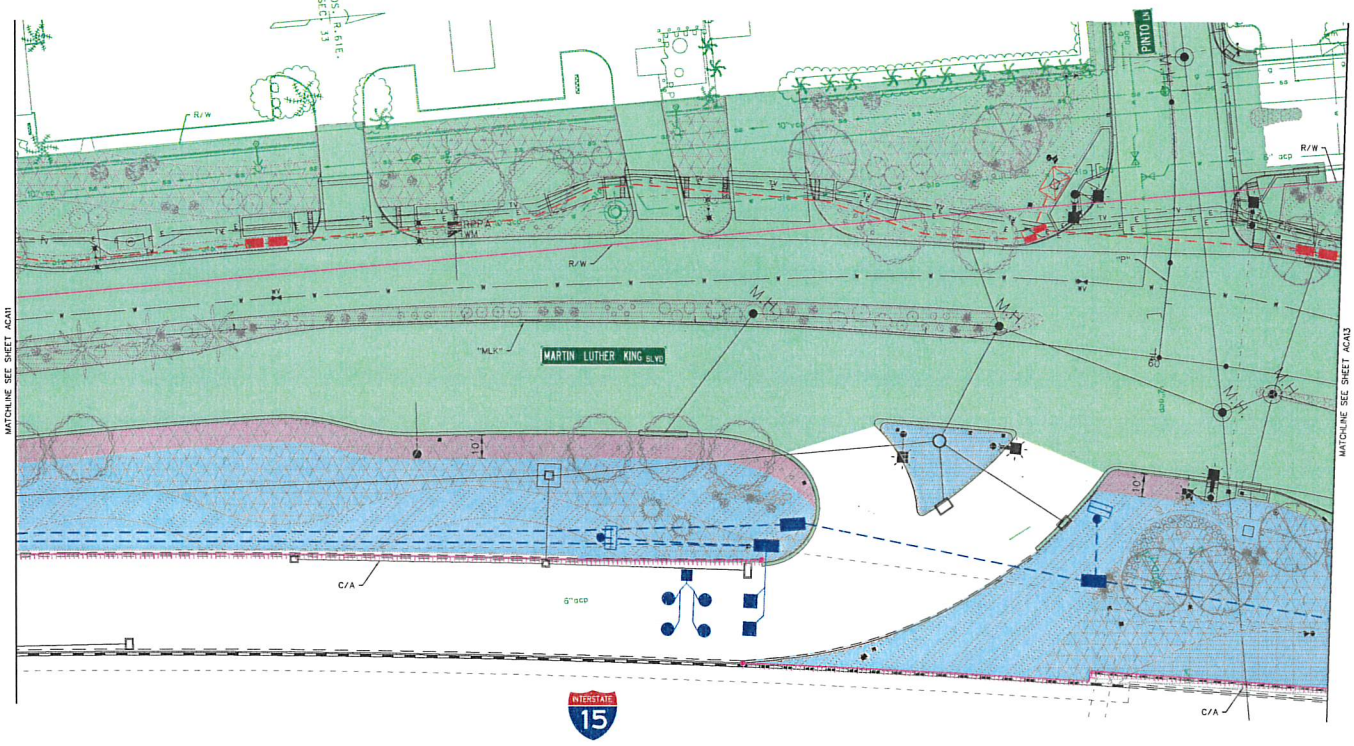
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA11
MATCHLINE SEE SHEET ACA10
UNLV SHADOW LANE CAMPUS
WELLNESS WAY
MARTIN LUTHER KING BLVD
MATCHLINE SEE SHEET ACA09
MATCHLINE SEE SHEET ACA12
C/A
INTERSTATE 15
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque

07-SEP-2020 473216_ACA_012.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA12



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

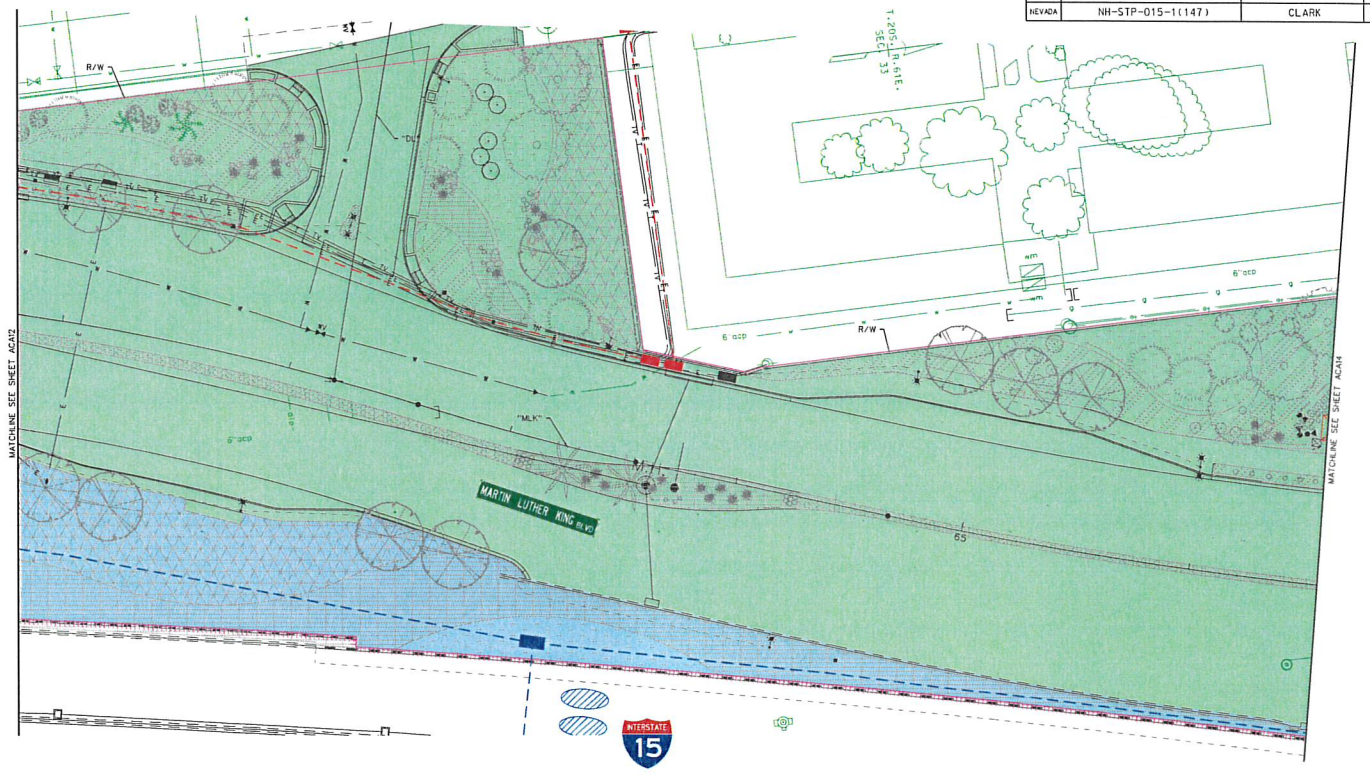
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_013.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA13



Legend:

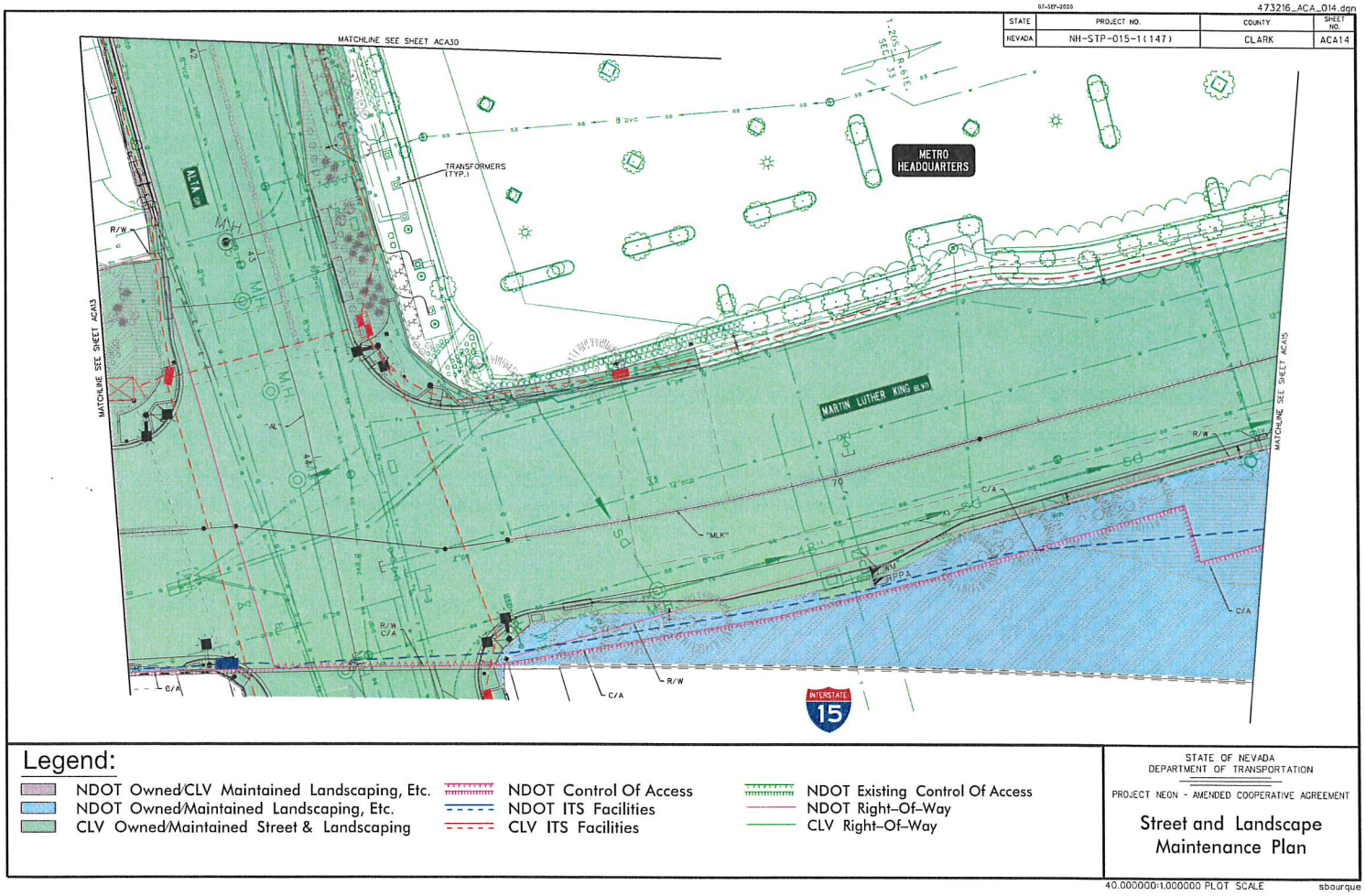
- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

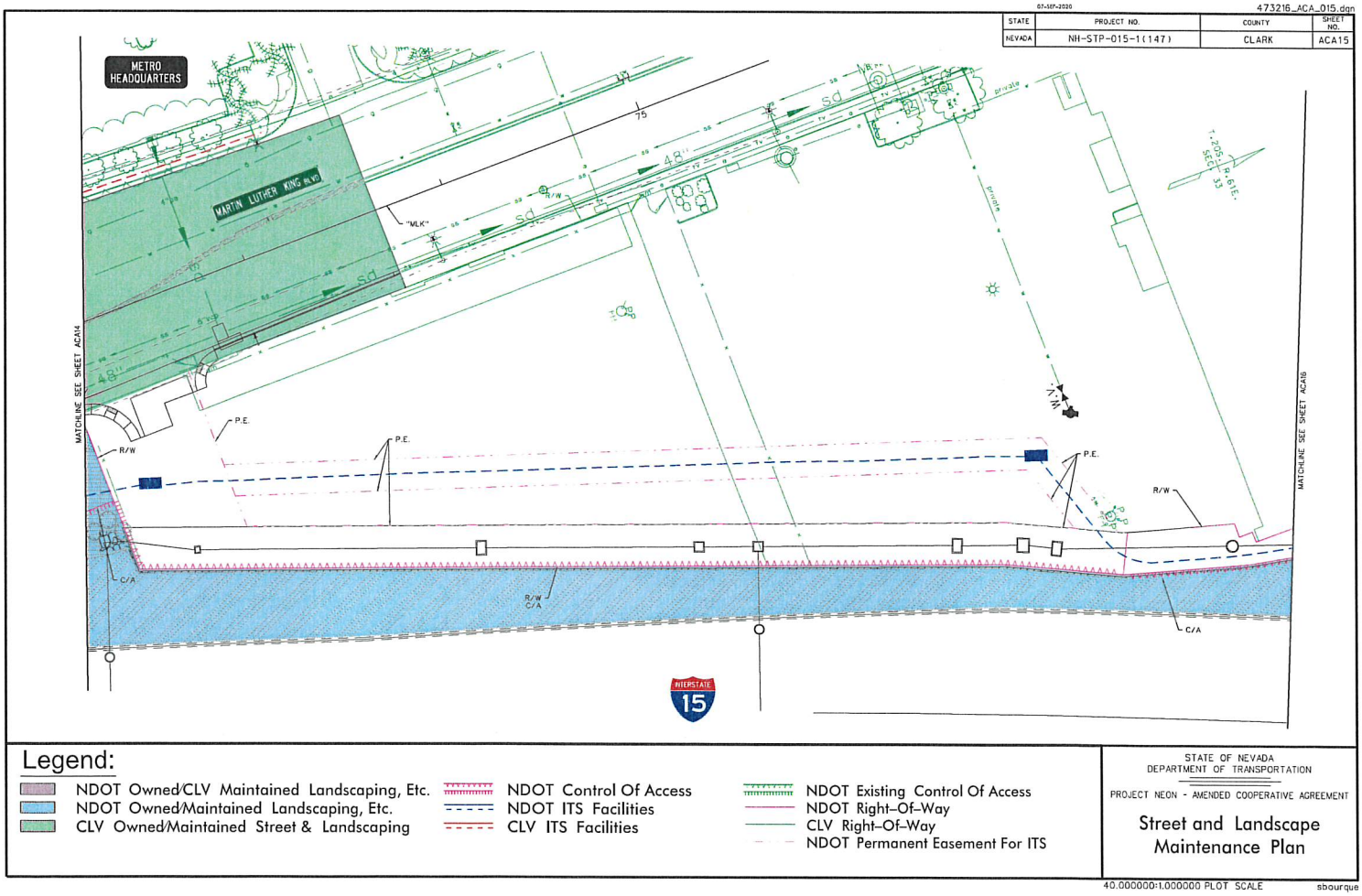
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque


07-SEP-2010
473216_ACA_014.dgn
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA14
MATCHLINE SEE SHEET ACA30
MATCHLINE SEE SHEET ACA13
MATCHLINE SEE SHEET ACA15
METRO HEADQUARTERS
MARTIN LUTHER KING BLVD
TRANSFORMERS (TYP.)
R/W
C/A
"MLK"
INTERSTATE 15
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way
- NDOT Permanent Easement For ITS

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

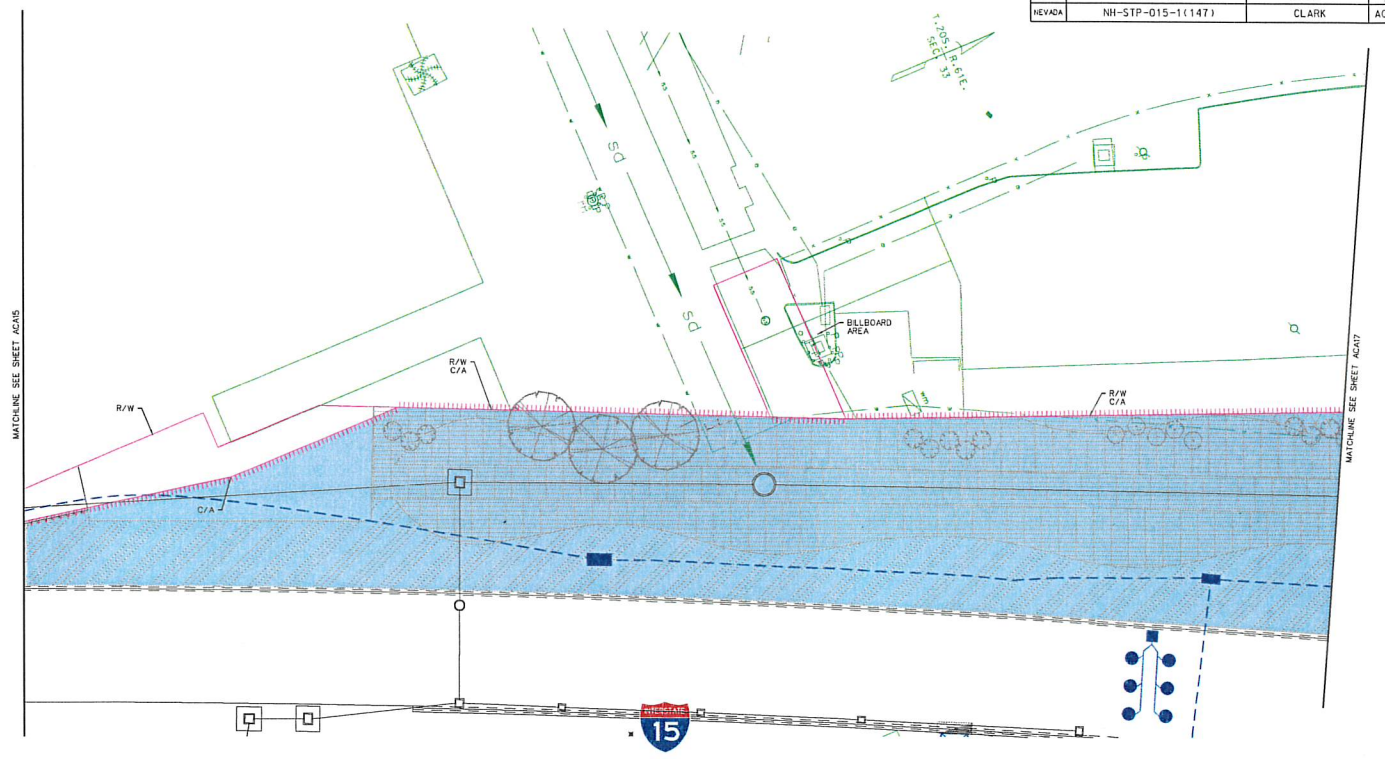
Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE

sbourque

07-SEP-2020 473216_ACA_016.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA16



Legend:

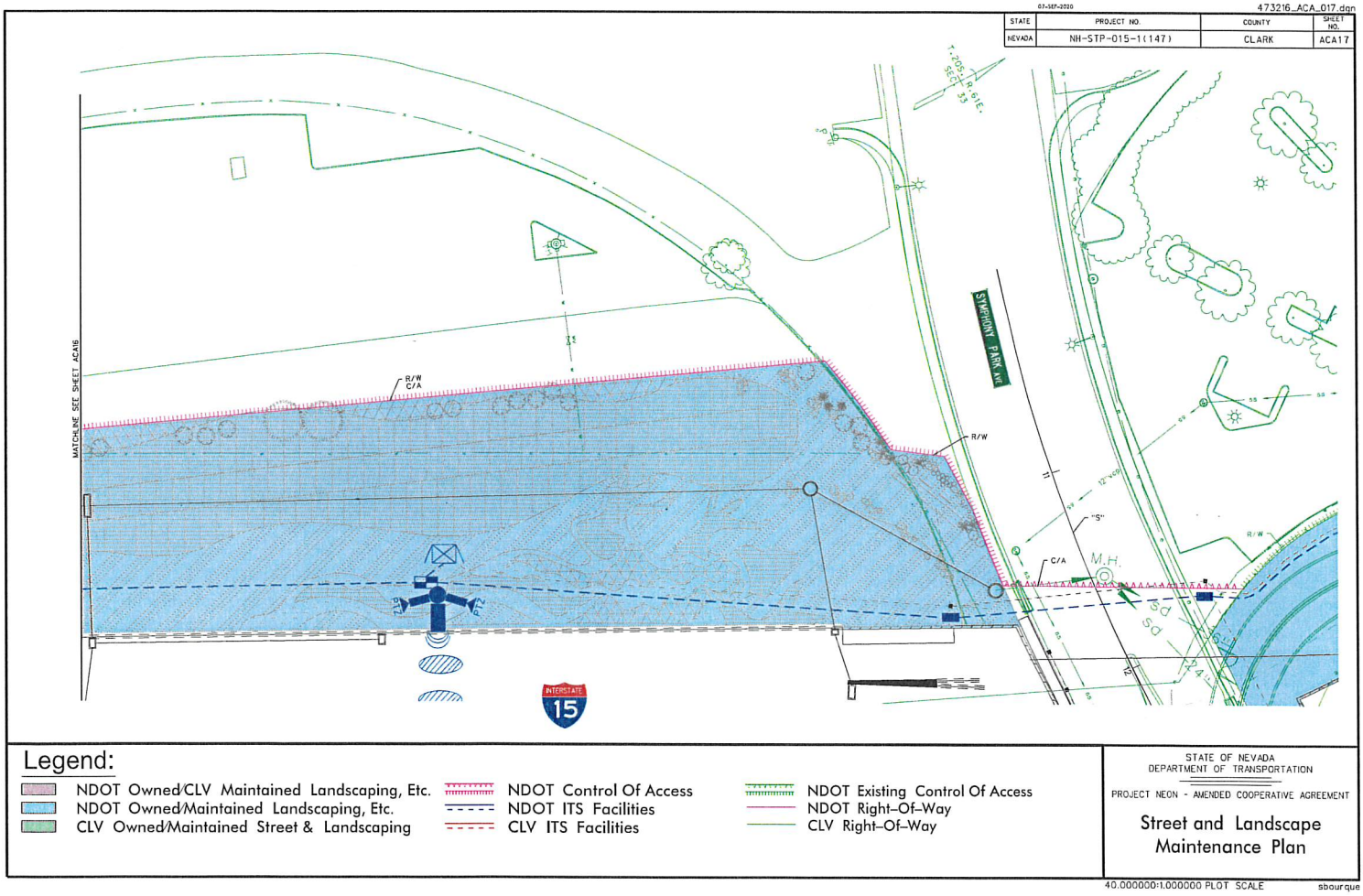
- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

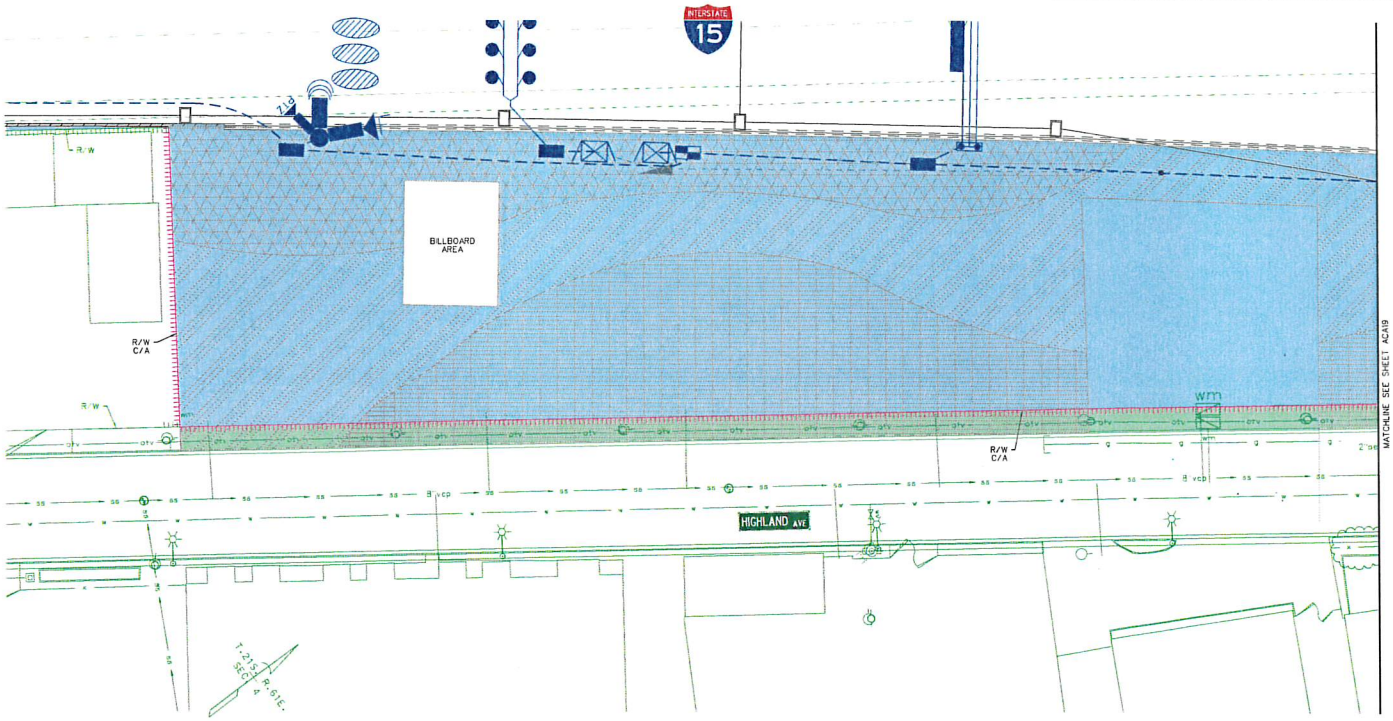
Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque


07-SEP-2020
473216_ACA_017.dgn
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA17
MATCHLINE SEE SHEET ACA16
R/W
C/A
SYMPHONY PARK AVE
INTERSTATE
15
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque

07-SEP-2020 473216_ACA_01B.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA1B



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

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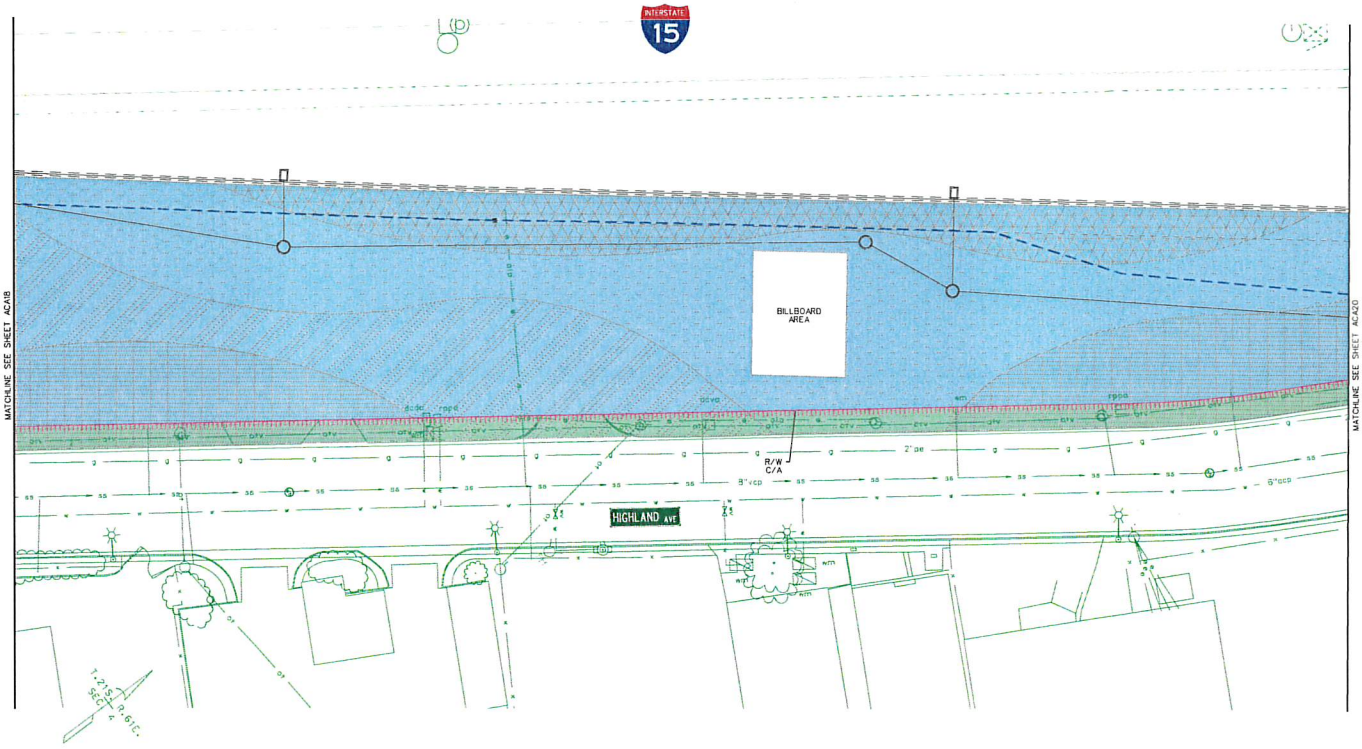
40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_019.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA19



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

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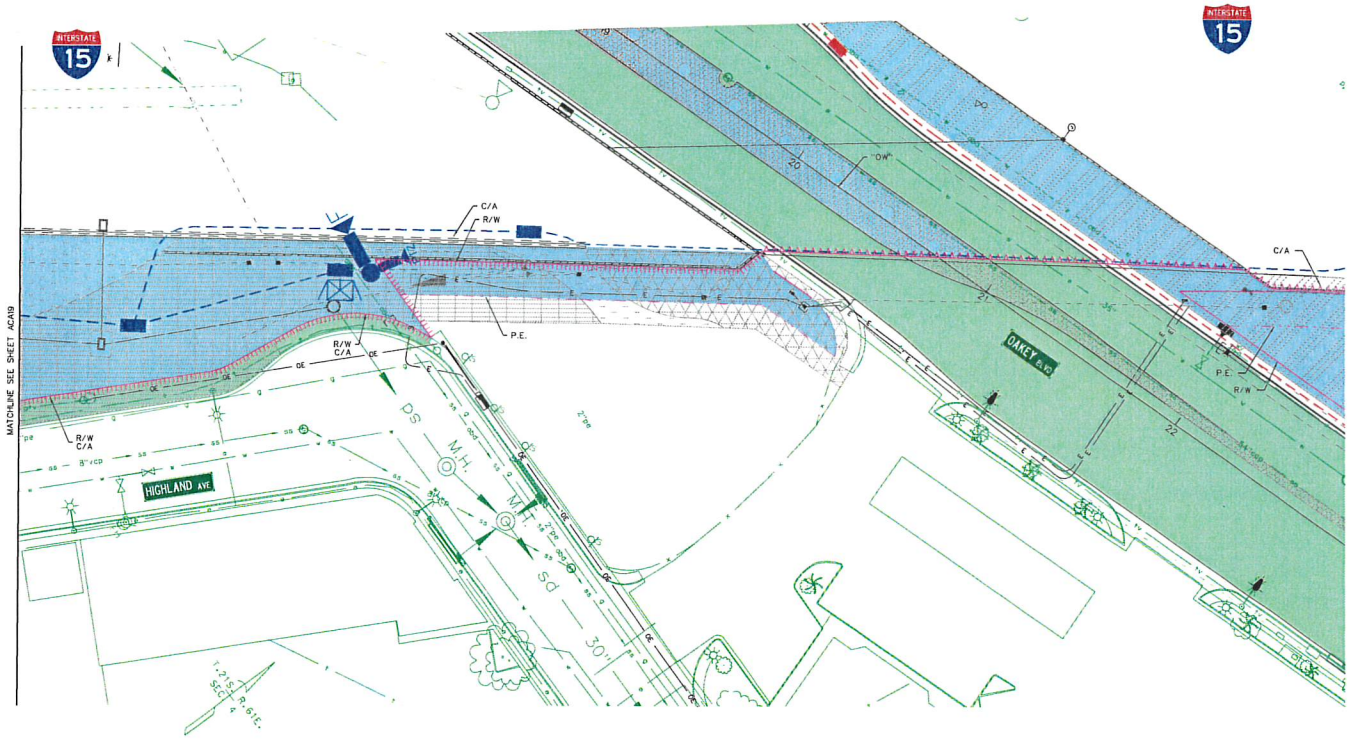
40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_020.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA20



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way
- NDOT Permanent Easement

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

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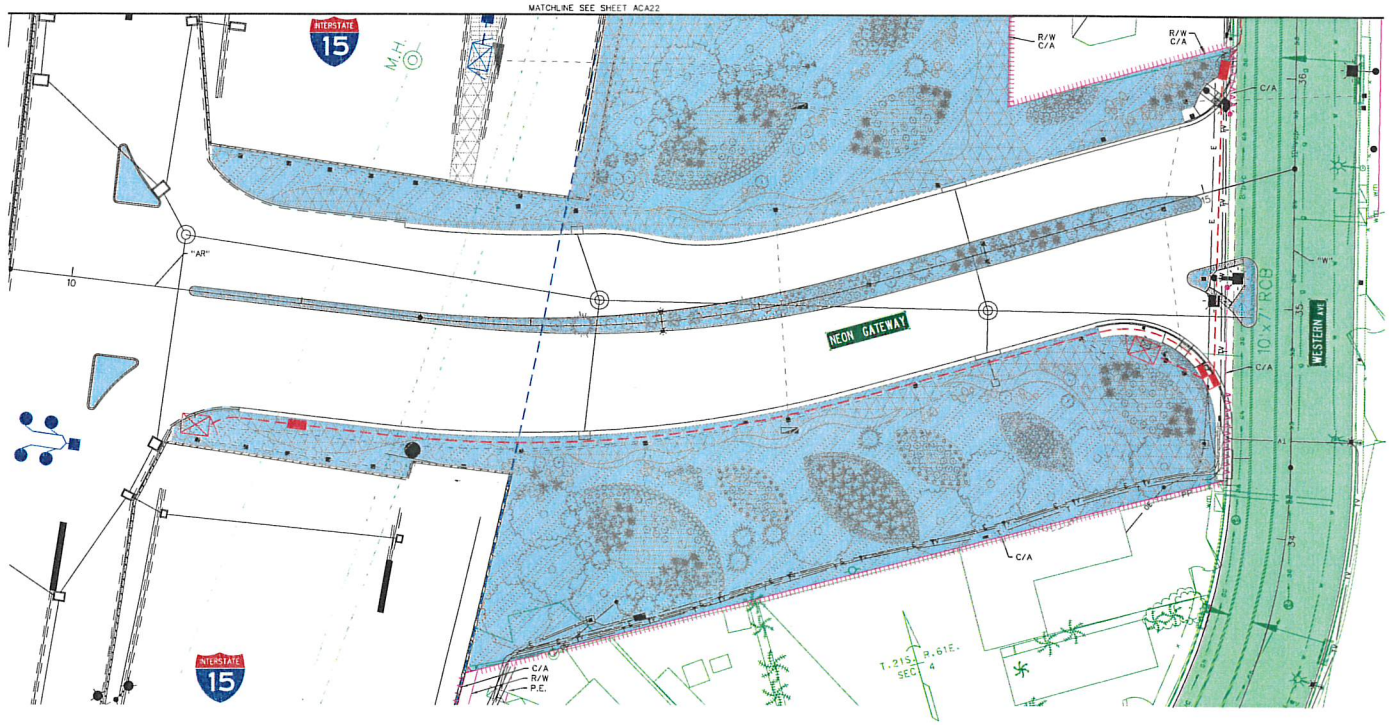
Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_021.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA21



Legend:

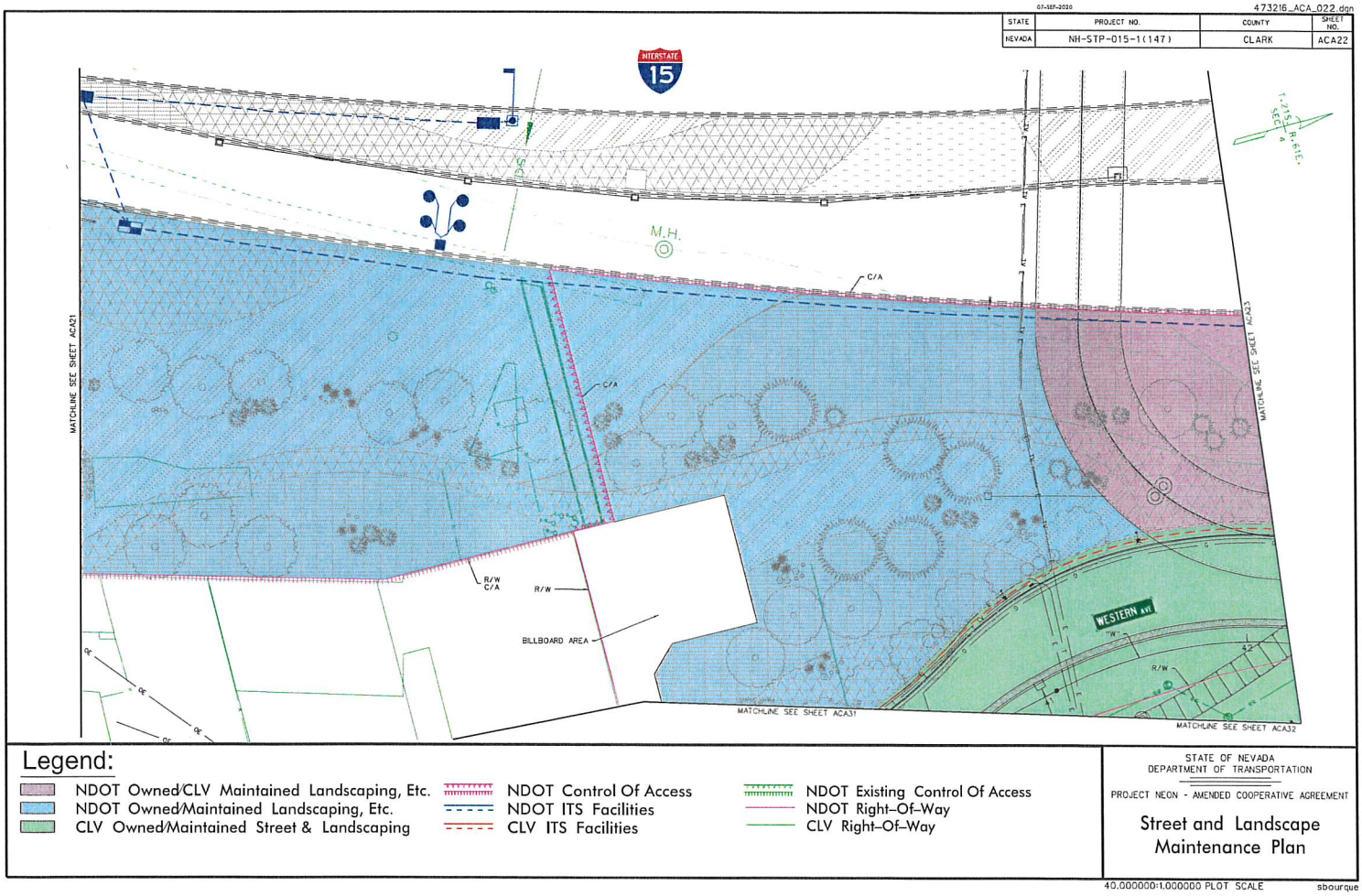
- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

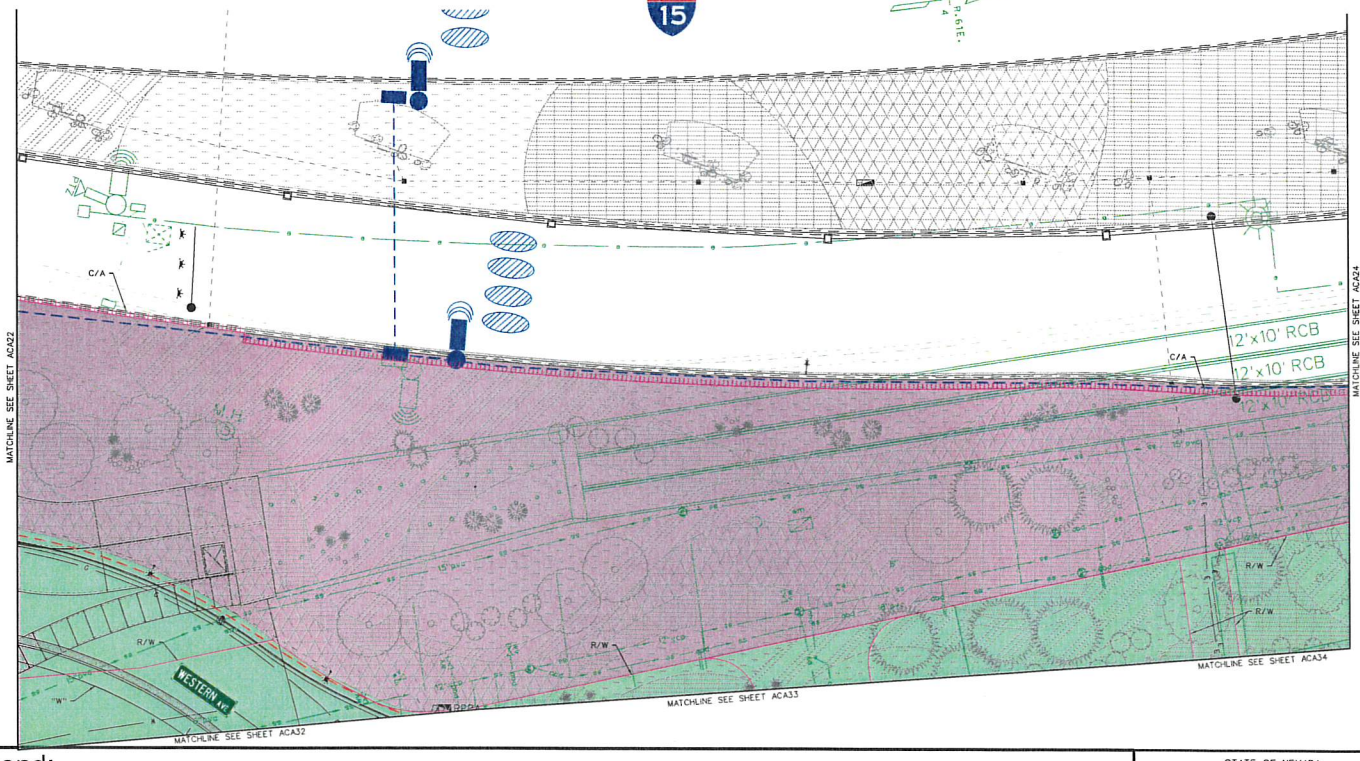
Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque


07-SEP-2020
473216_ACA_022.dgn
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA22
INTERSTATE
15
M.H.
C/A
R/W
C/A
R/W
BILLBOARD AREA
WESTERN AVE
MATCHLINE SEE SHEET ACA21
MATCHLINE SEE SHEET ACA23
MATCHLINE SEE SHEET ACA31
MATCHLINE SEE SHEET ACA32
T.21S., R.61E.
SEC. 4
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque

07-SEP-2010 473216_ACA_023.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA23



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

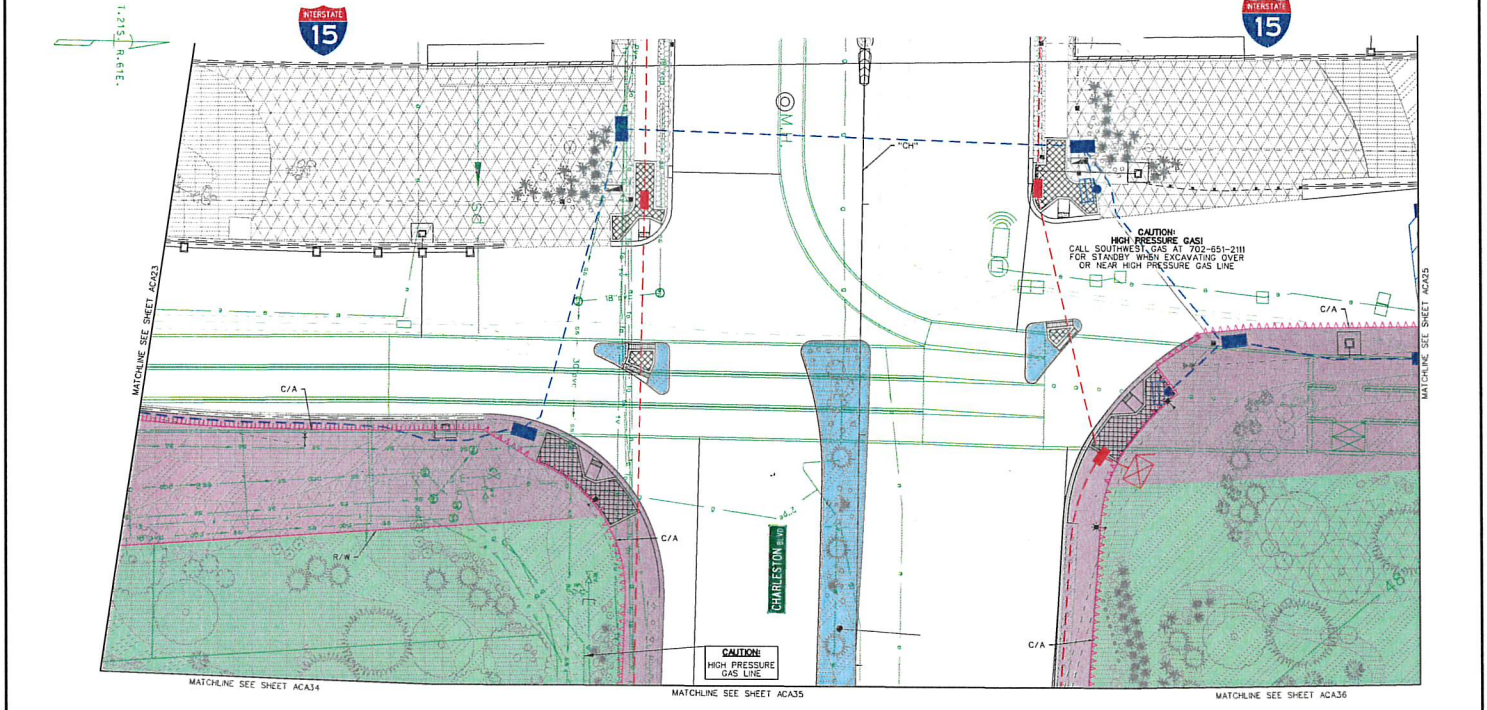
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_024.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA24



Legend:

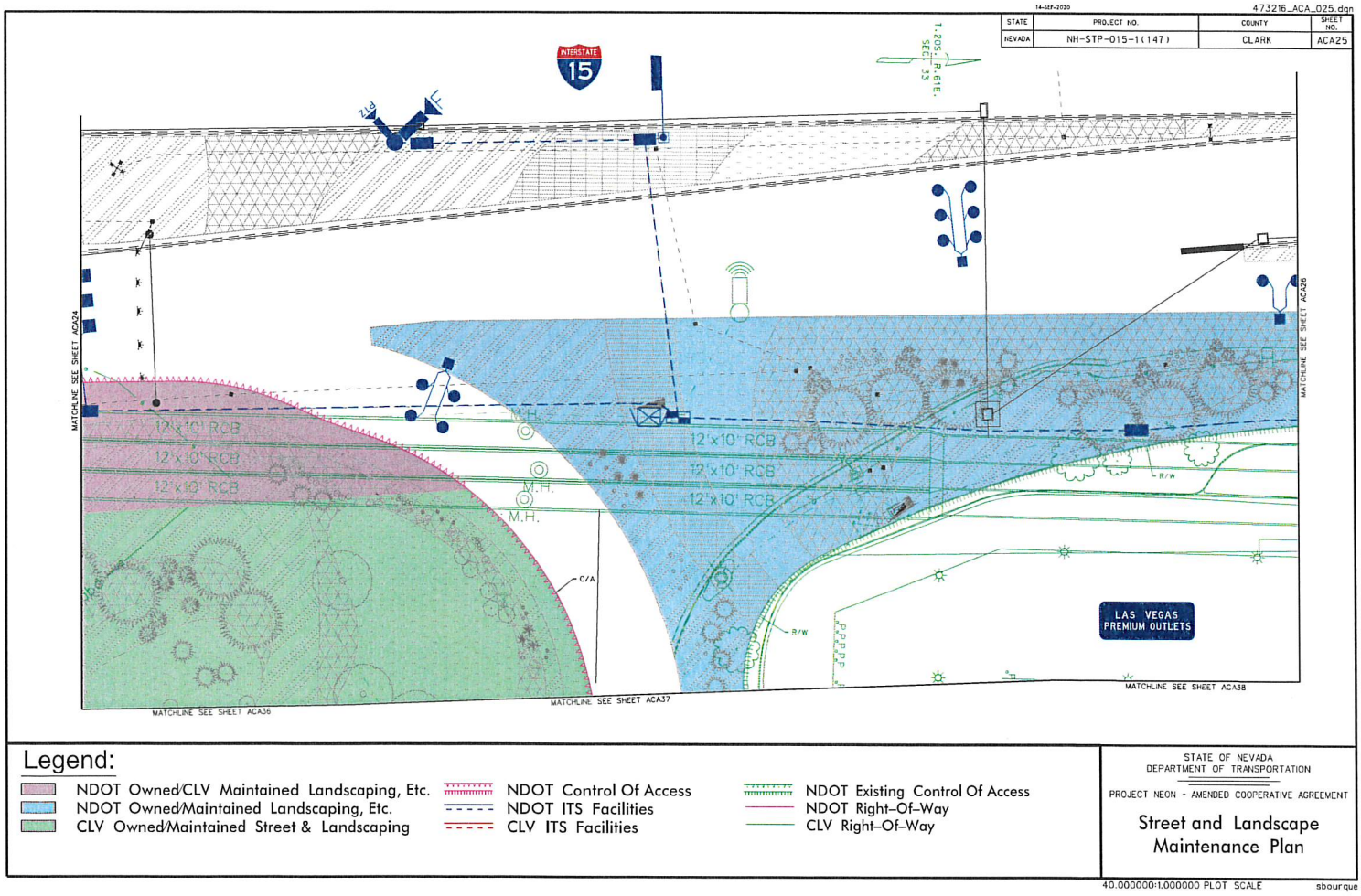
- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

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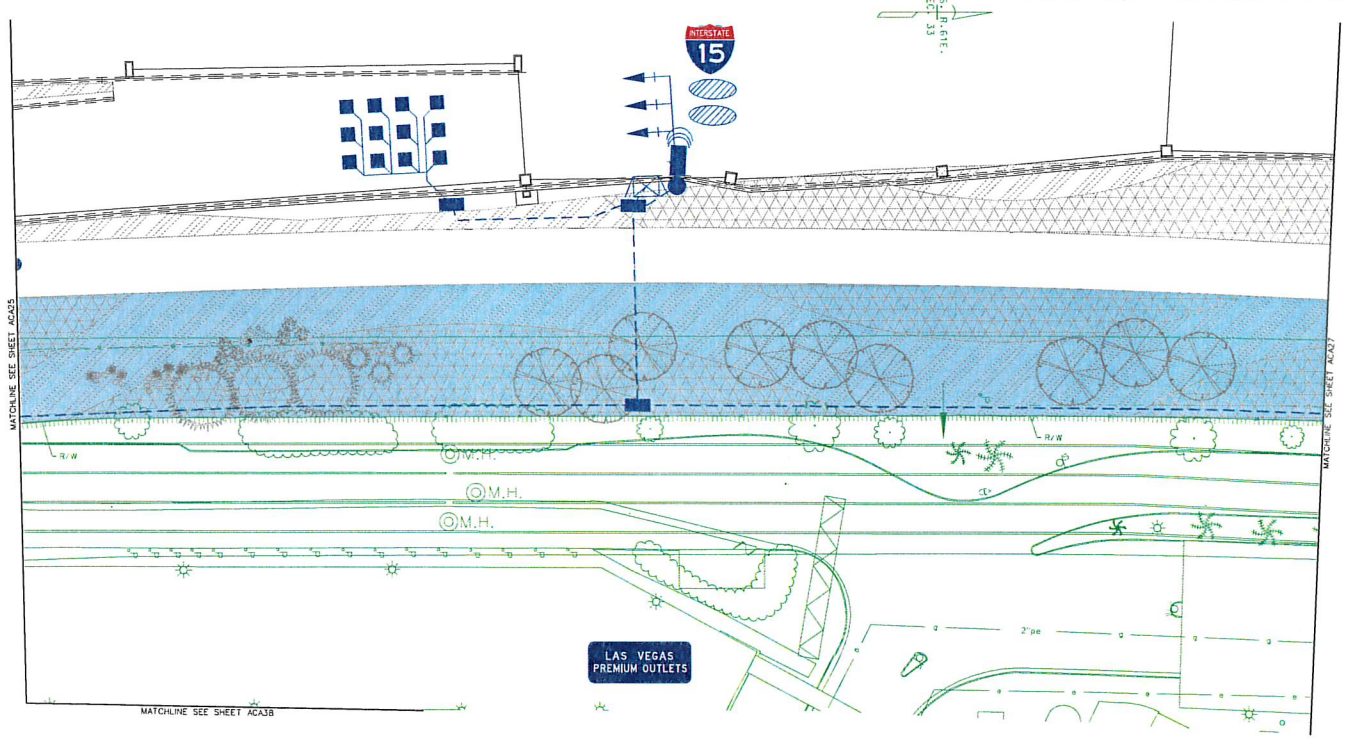
Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE

sbourque

07-SEP-2020 47.3216_ACA_026.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA26



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

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DEPARTMENT OF TRANSPORTATION

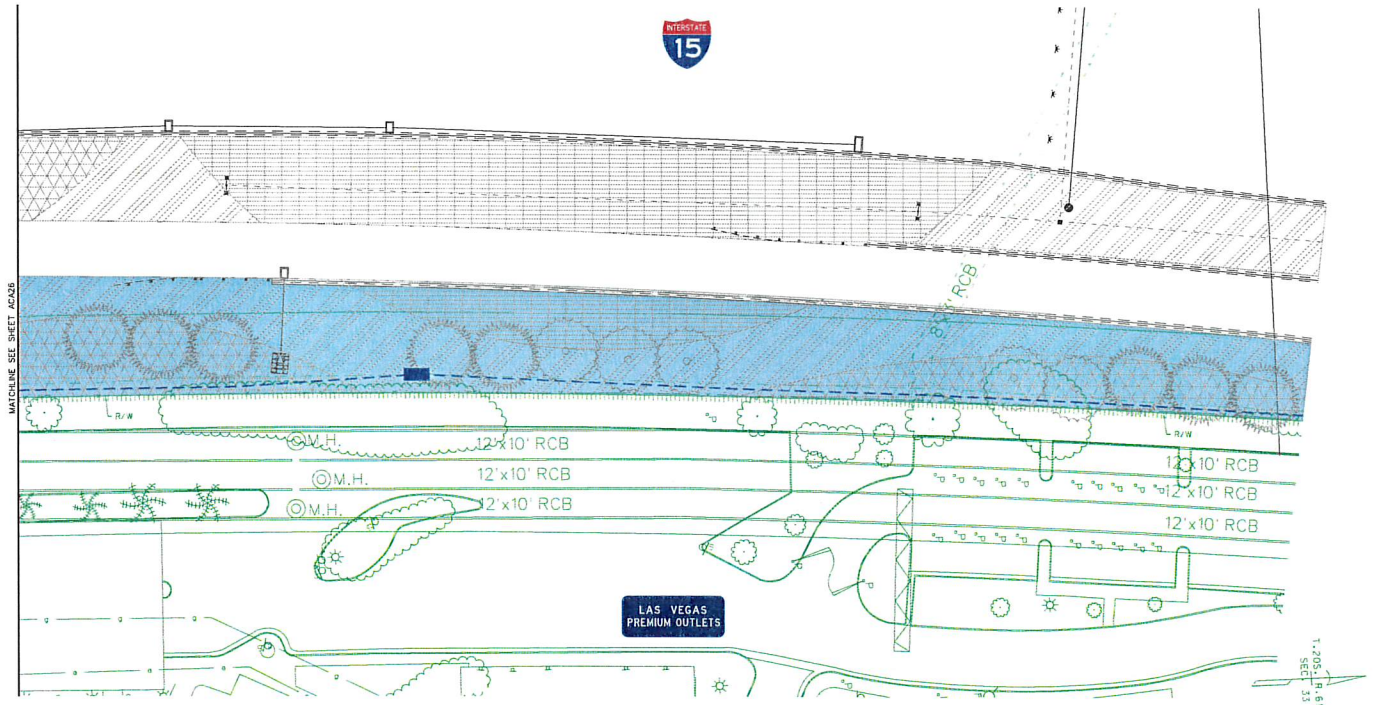
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_027.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA27



Legend:

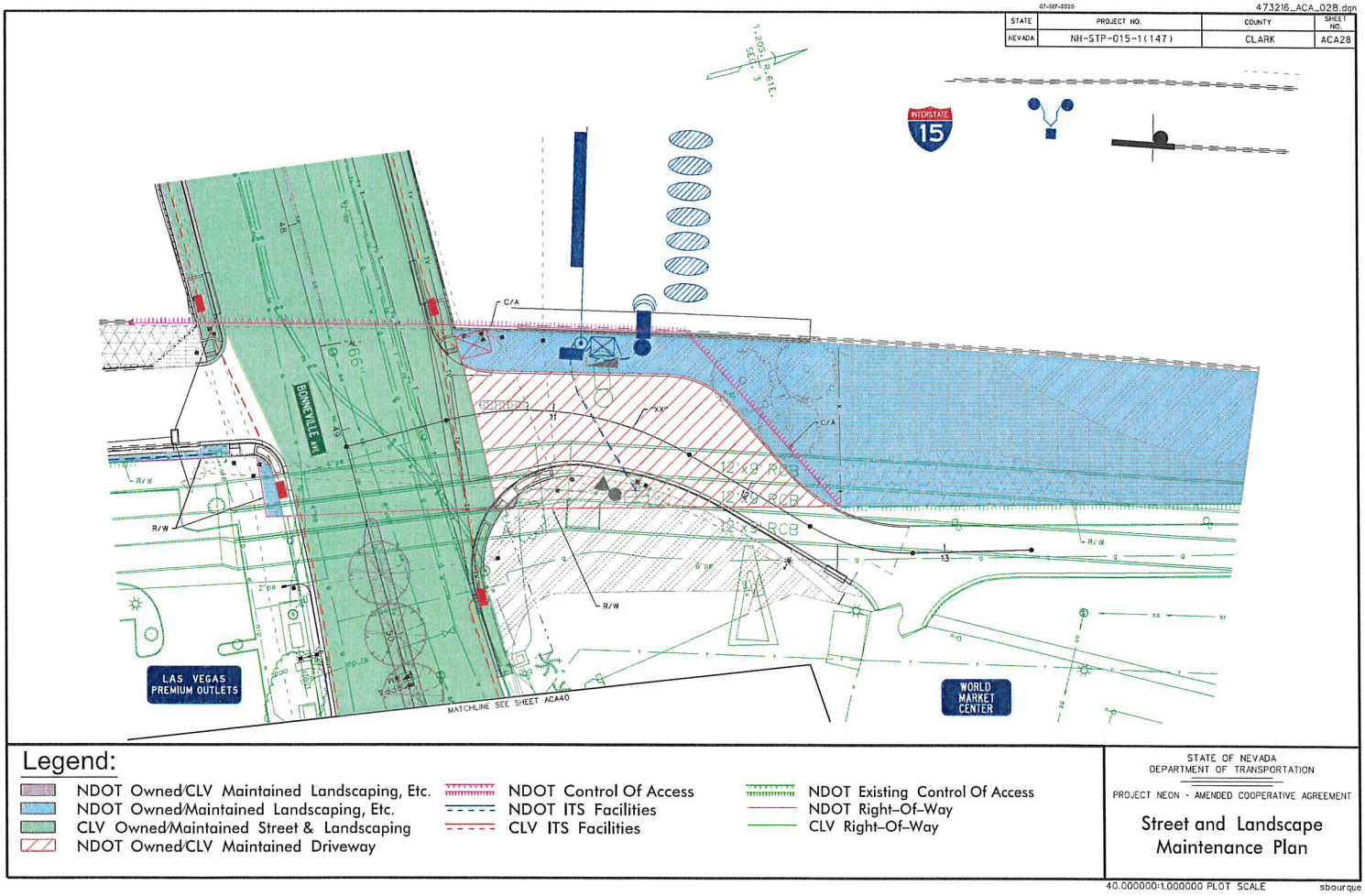
- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

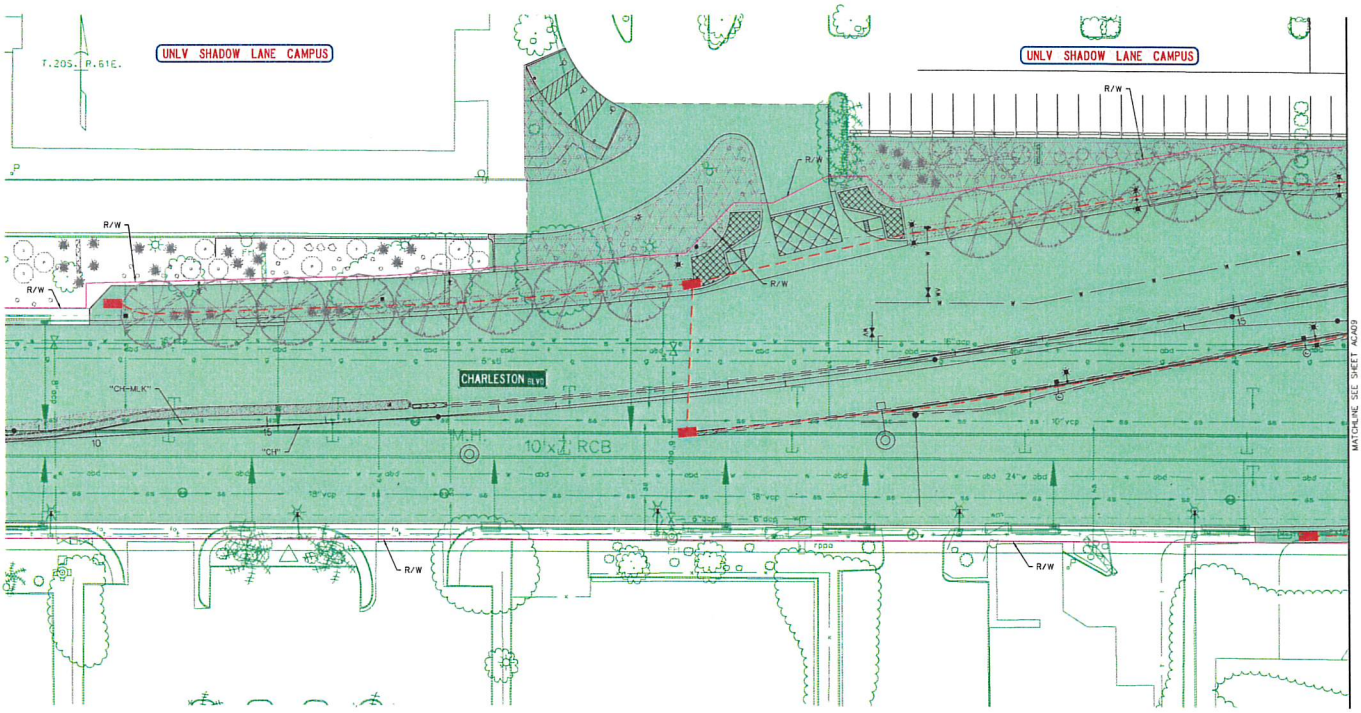
Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque


07-SEP-2020
473216_ACA_028.dgn
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA28
INTERSTATE 15
BONNEVILLE AVE
LAS VEGAS PREMIUM OUTLETS
WORLD MARKET CENTER
MATCHLINE SEE SHEET ACA40
C/A
R/W
12'x9' RCB
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Owned/CLV Maintained Driveway
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque

07-SEP-2020 473216_ACA_029.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA29



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

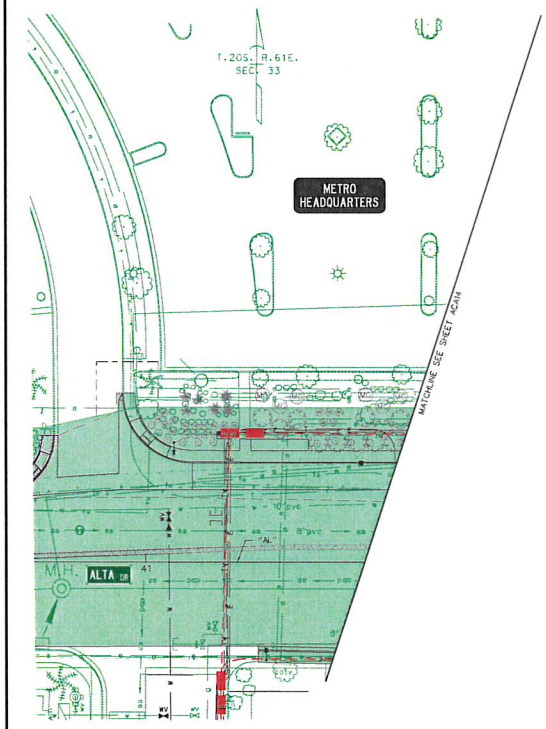
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

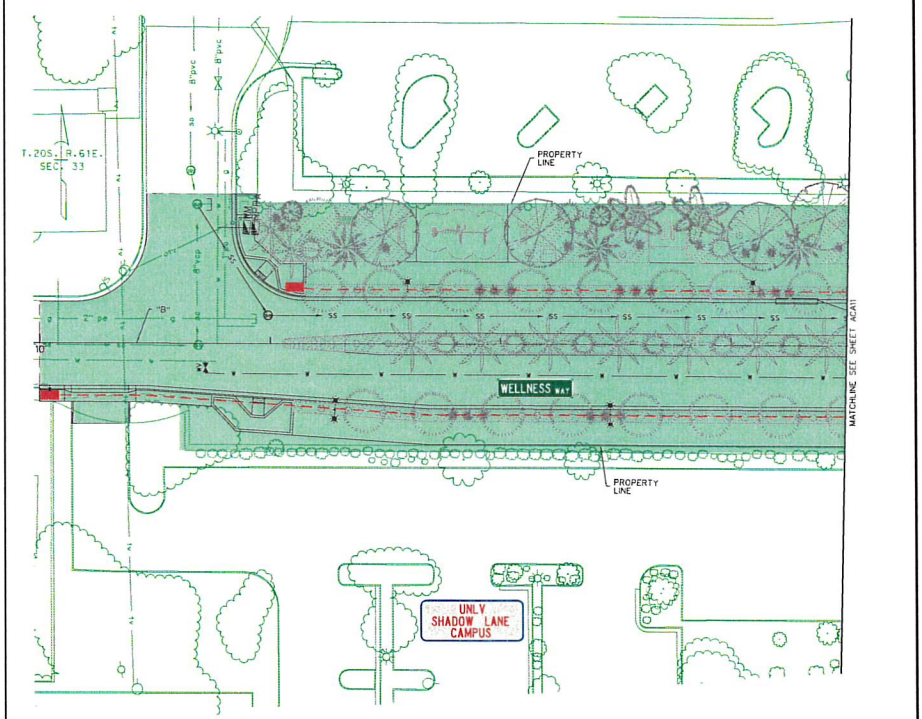
Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_030.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA30





Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

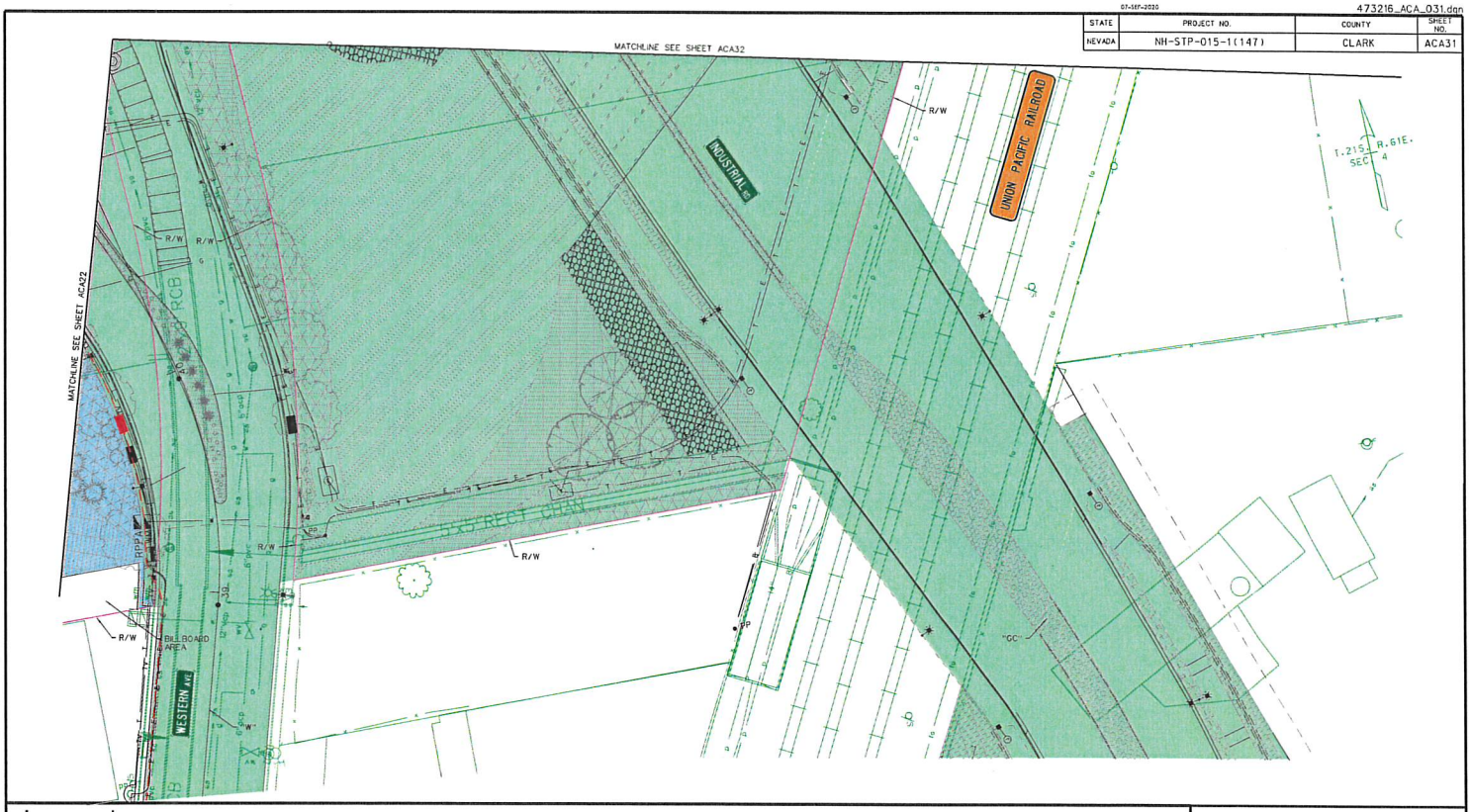
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plans

40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_031.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA31



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street, Landscaping & Bridge
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

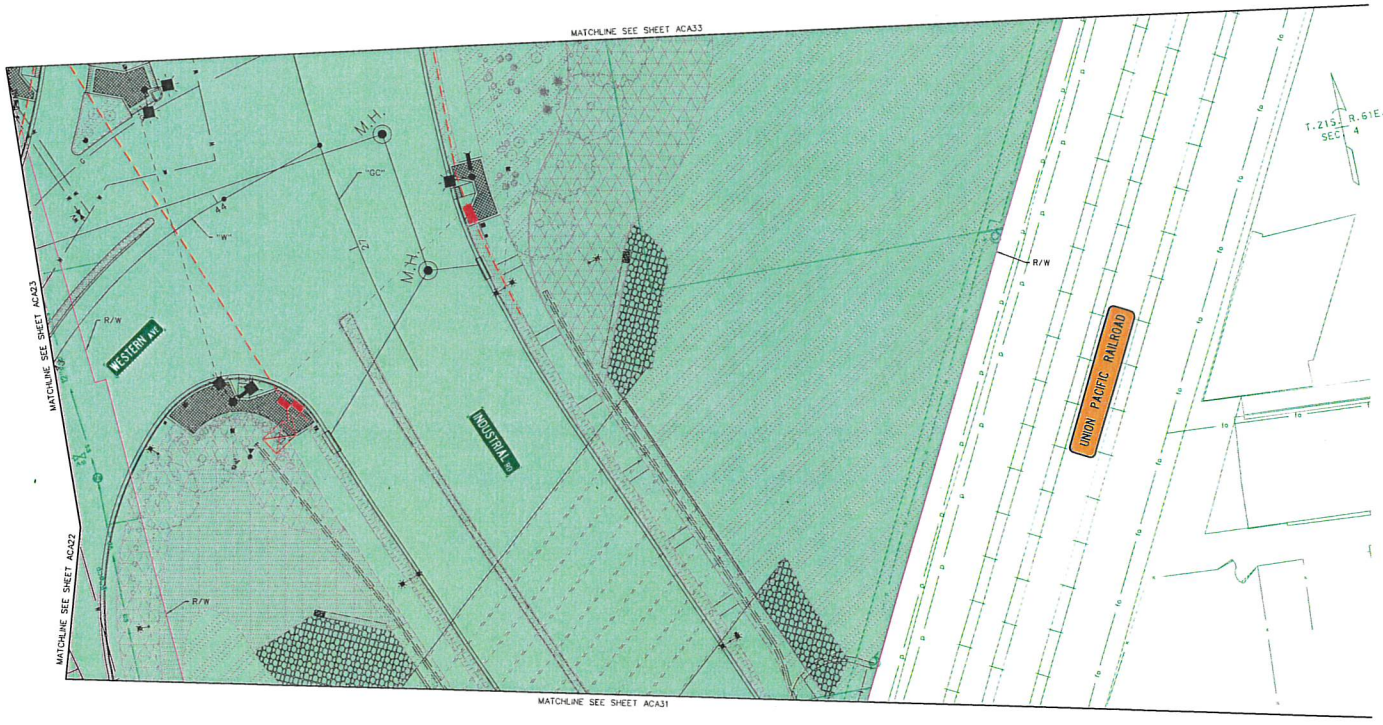
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

20-MAY-2022 473216_ACA_032.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA32



Legend:

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- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

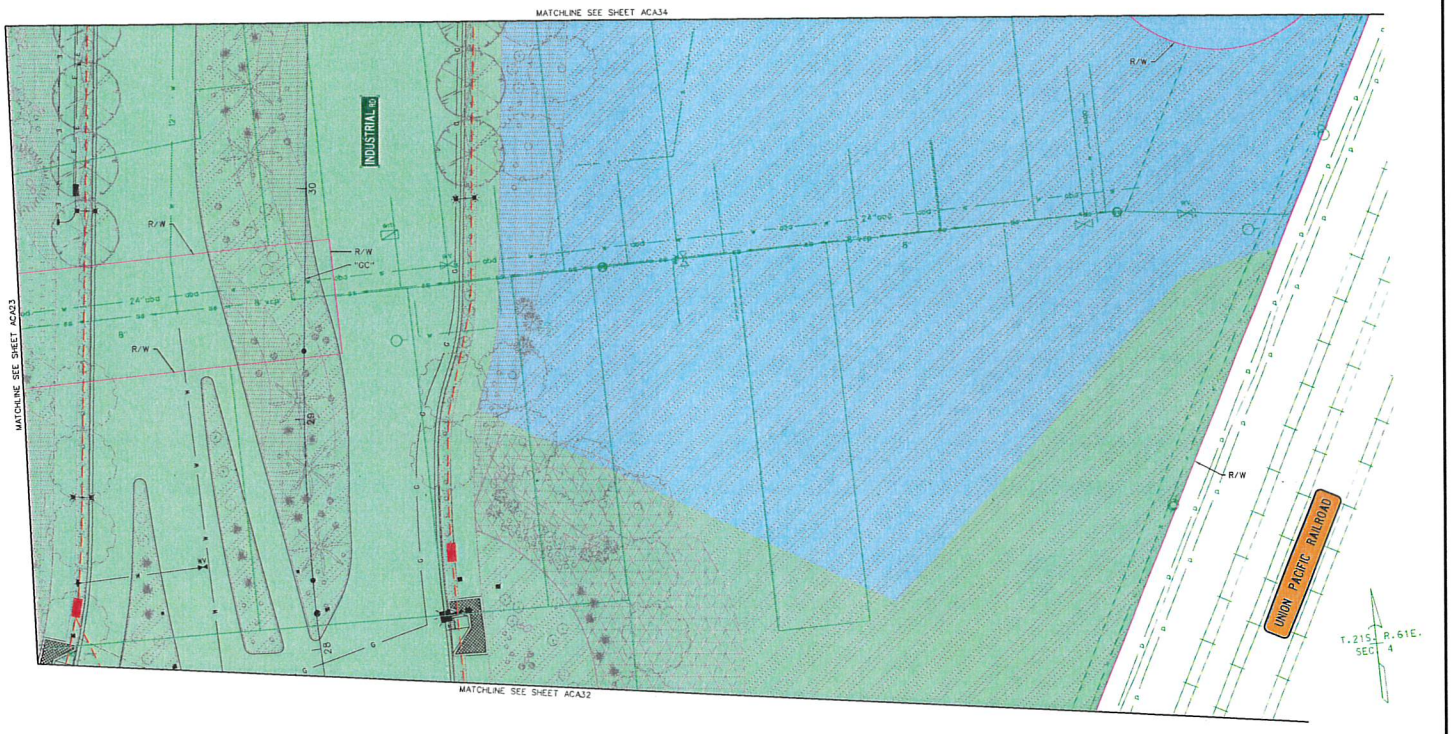
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

20-MAY-2022 473216_ACA_033.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA33



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

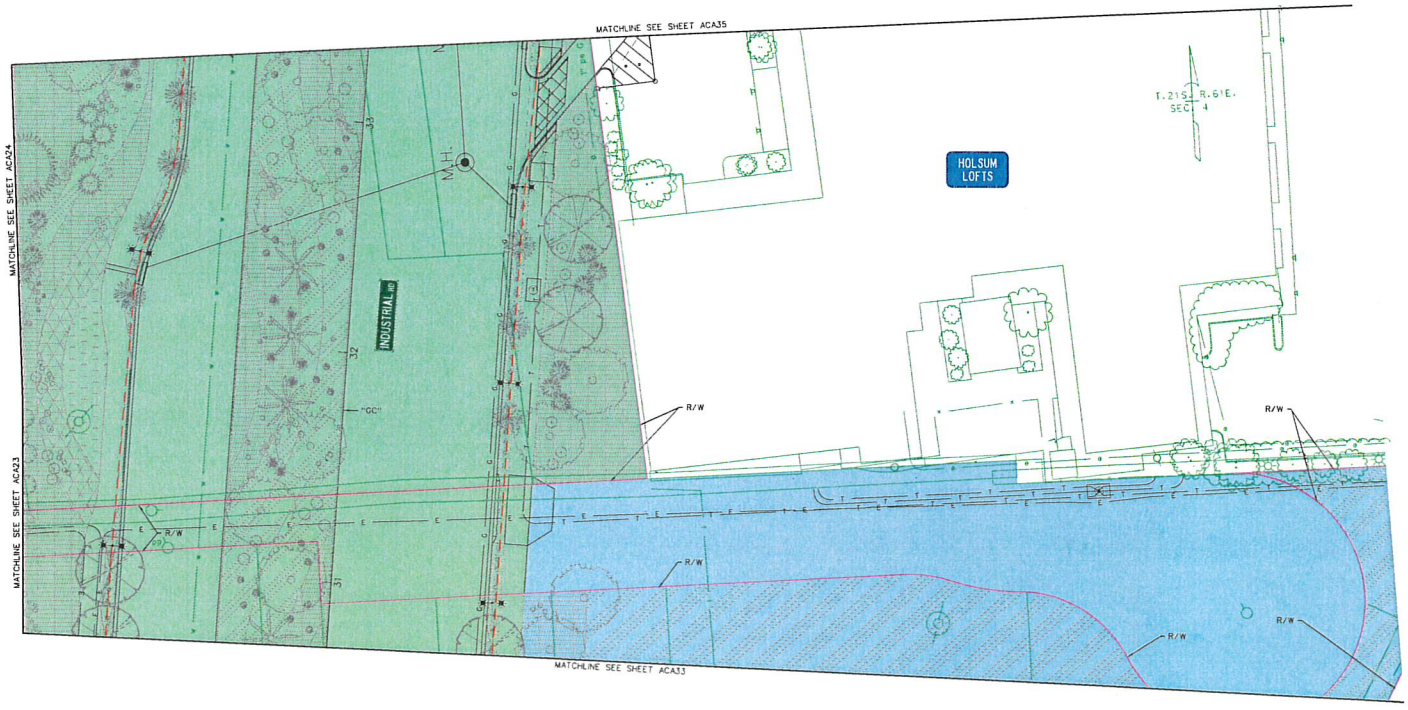
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_034.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA34



Legend:

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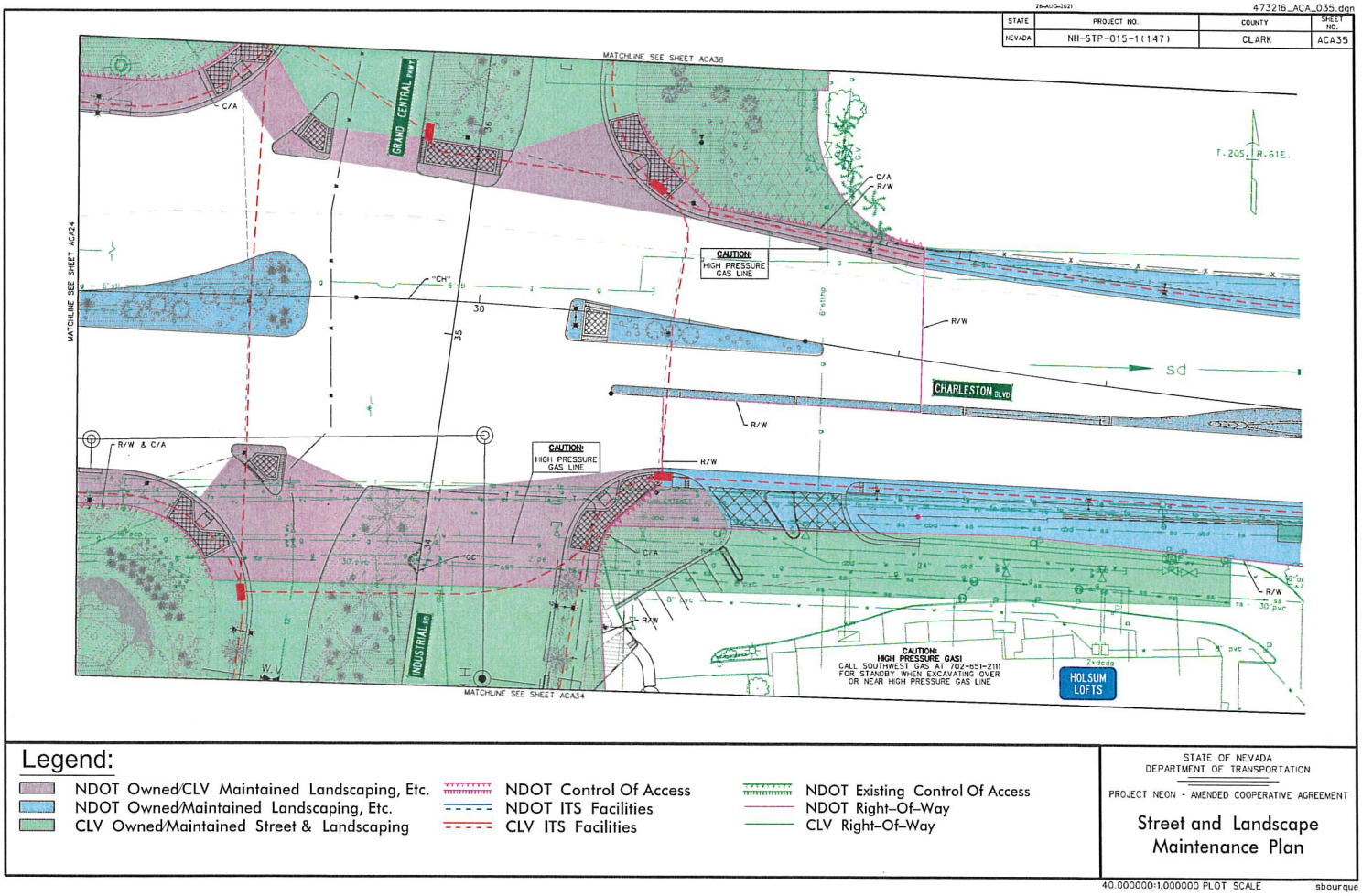
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

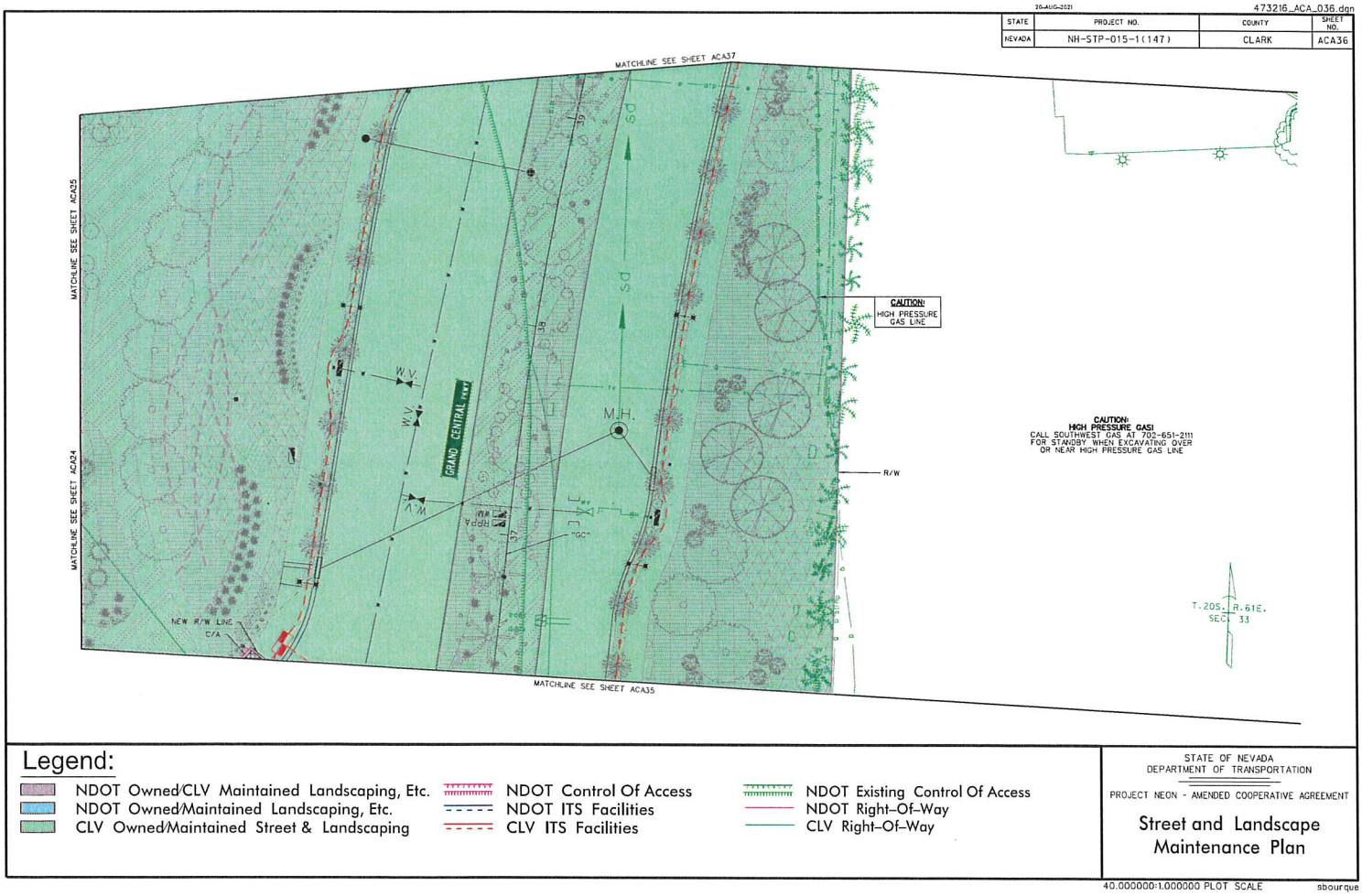
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

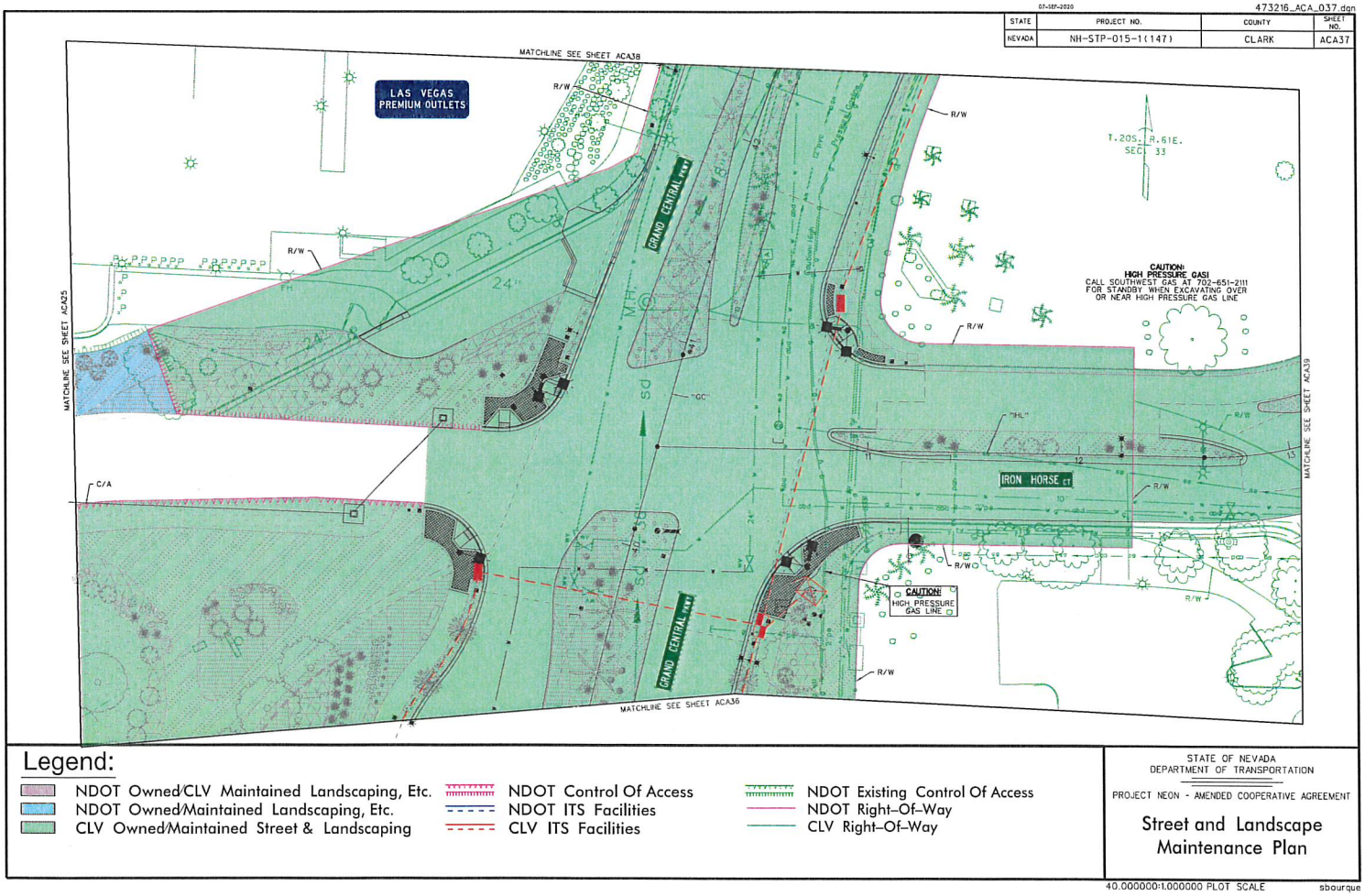
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

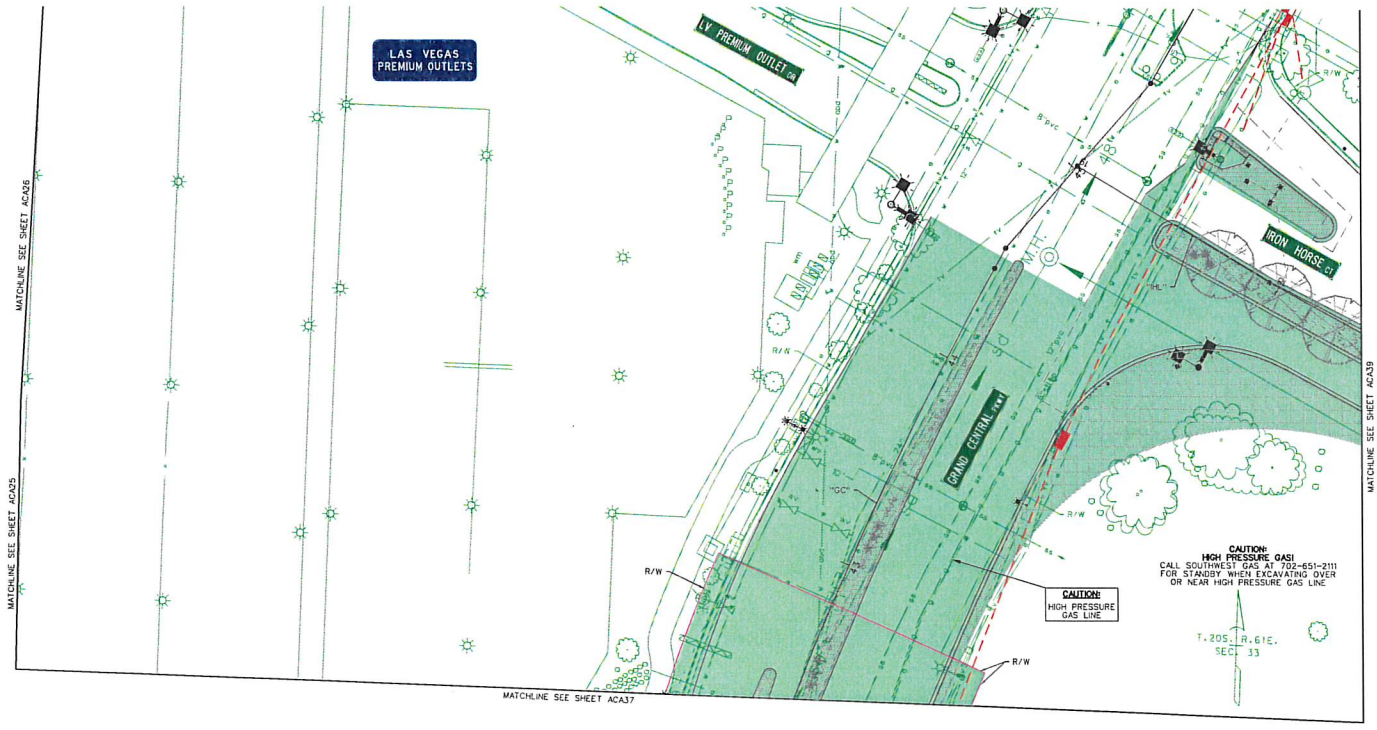

26-AUG-2021
473216_ACA_035.dgn
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA35
MATCHLINE SEE SHEET ACA36
MATCHLINE SEE SHEET ACA24
MATCHLINE SEE SHEET ACA34
GRAND CENTRAL PKWY
INDUSTRIAL RD
CHARLESTON BLVD
HOLSUM LOFTS
T. 20S. R. 61E.
C/A
R/W
R/W & C/A
CAUTION:
HIGH PRESSURE GAS LINE
CAUTION:
HIGH PRESSURE GAS
CALL SOUTHWEST GAS AT 702-651-2111
FOR STANDBY WHEN EXCAVATING OVER
OR NEAR HIGH PRESSURE GAS LINE
"CH"
"QC"
W.V.
sd
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque


20-AUG-2021
473216_ACA_036.dgn
STATE | PROJECT NO. | COUNTY | SHEET NO.
NEVADA | NH-STP-015-1(147) | CLARK | ACA36
MATCHLINE SEE SHEET ACA37
MATCHLINE SEE SHEET ACA25
MATCHLINE SEE SHEET ACA24
MATCHLINE SEE SHEET ACA35
CAUTION: HIGH PRESSURE GAS LINE
CAUTION: HIGH PRESSURE GAS! CALL SOUTHWEST GAS AT 702-651-2111 FOR STANDBY WHEN EXCAVATING OVER OR NEAR HIGH PRESSURE GAS LINE
R/W
GRAND CENTRAL
M.H.
W.V.
NEW R/W LINE
C/A
T.20S., R.61E.
SEC. 33
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque


07-SEP-2020
473216_ACA_037.dgn
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA37
MATCHLINE SEE SHEET ACA38
MATCHLINE SEE SHEET ACA25
MATCHLINE SEE SHEET ACA39
MATCHLINE SEE SHEET ACA36
LAS VEGAS PREMIUM OUTLETS
GRAND CENTRAL PKWY
IRON HORSE CT
R/W
C/A
T.20S. R.61E. SEC. 33
CAUTION: HIGH PRESSURE GAS! CALL SOUTHWEST GAS AT 702-651-2111 FOR STANDBY WHEN EXCAVATING OVER OR NEAR HIGH PRESSURE GAS LINE
CAUTION: HIGH PRESSURE GAS LINE
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque

07-SEP-2010 473216_ACA_038.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA38



Legend:

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- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

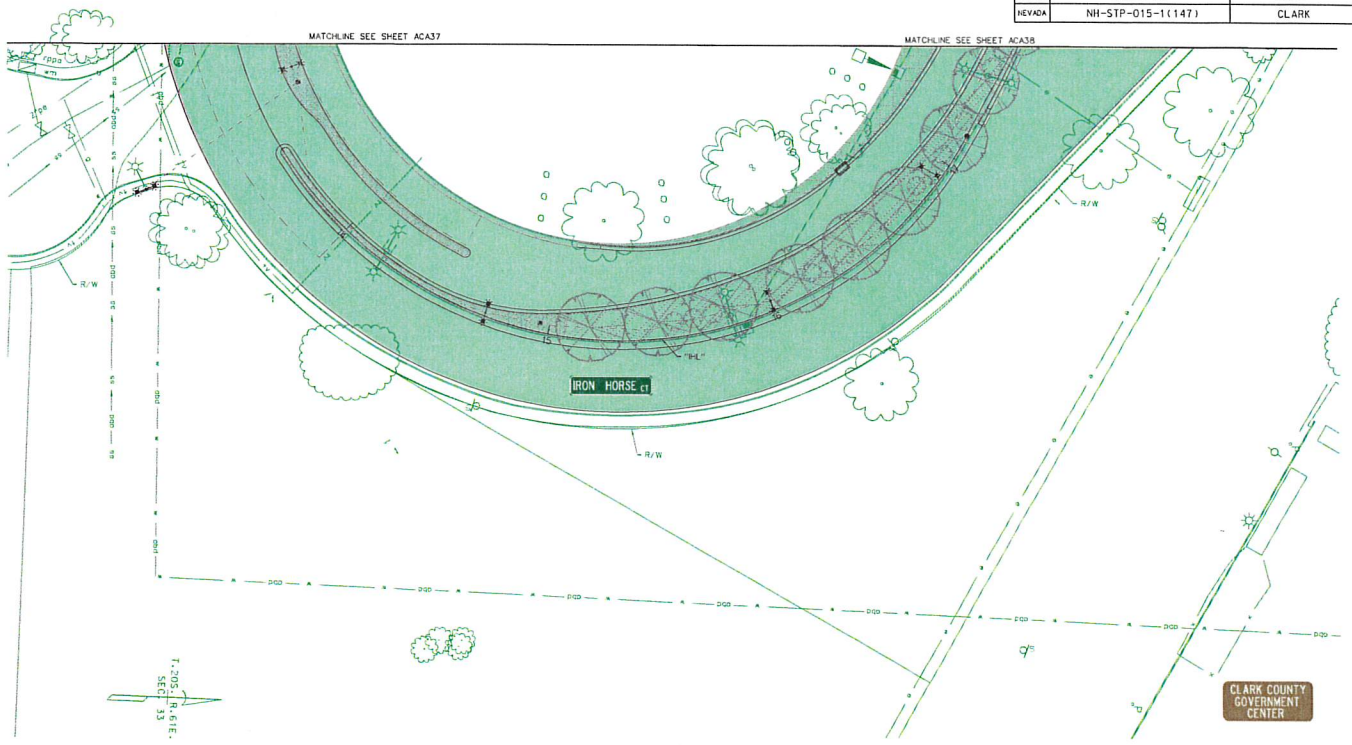
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

07-SEP-2020 473216_ACA_039.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA39



Legend:

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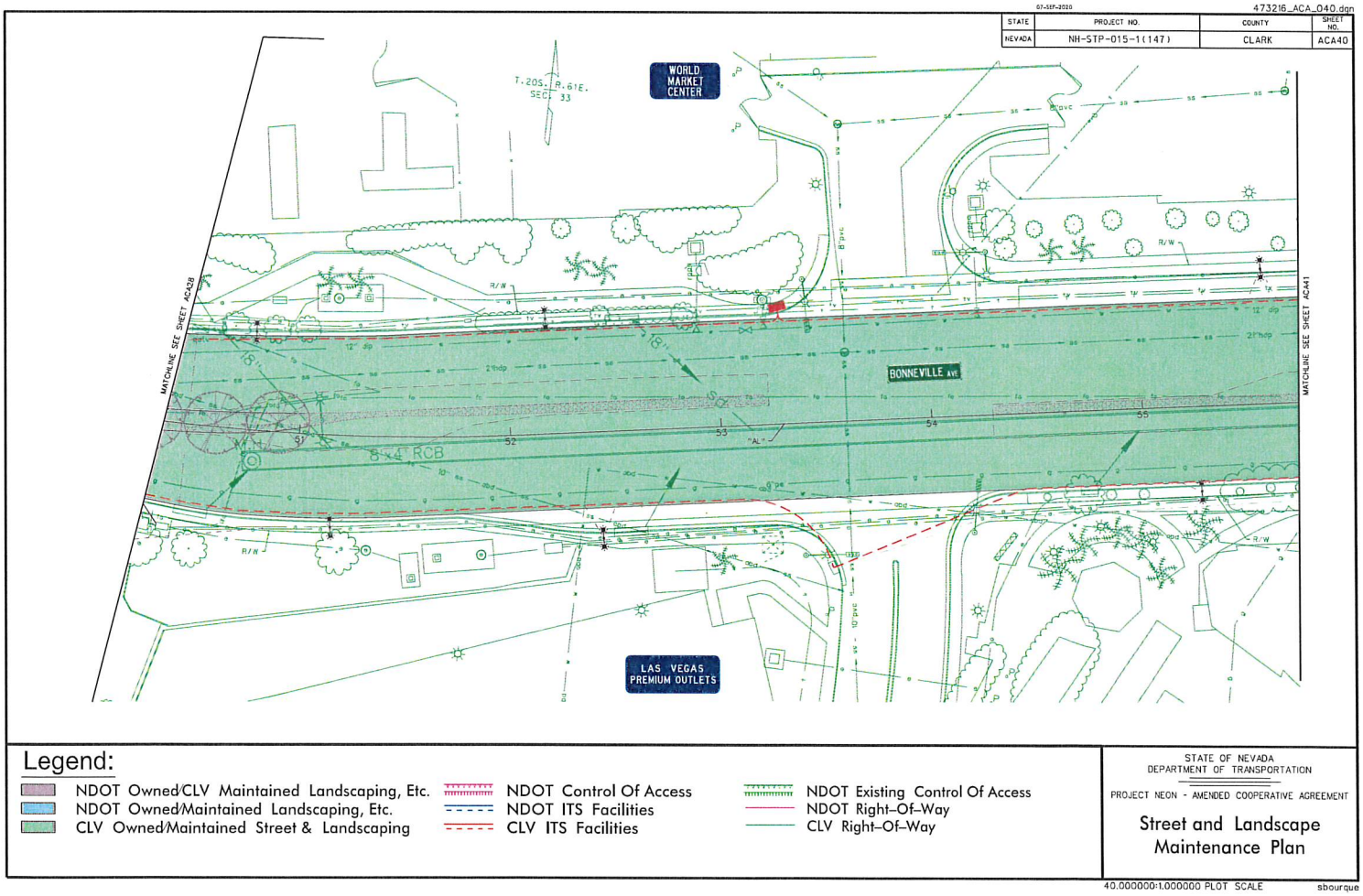
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

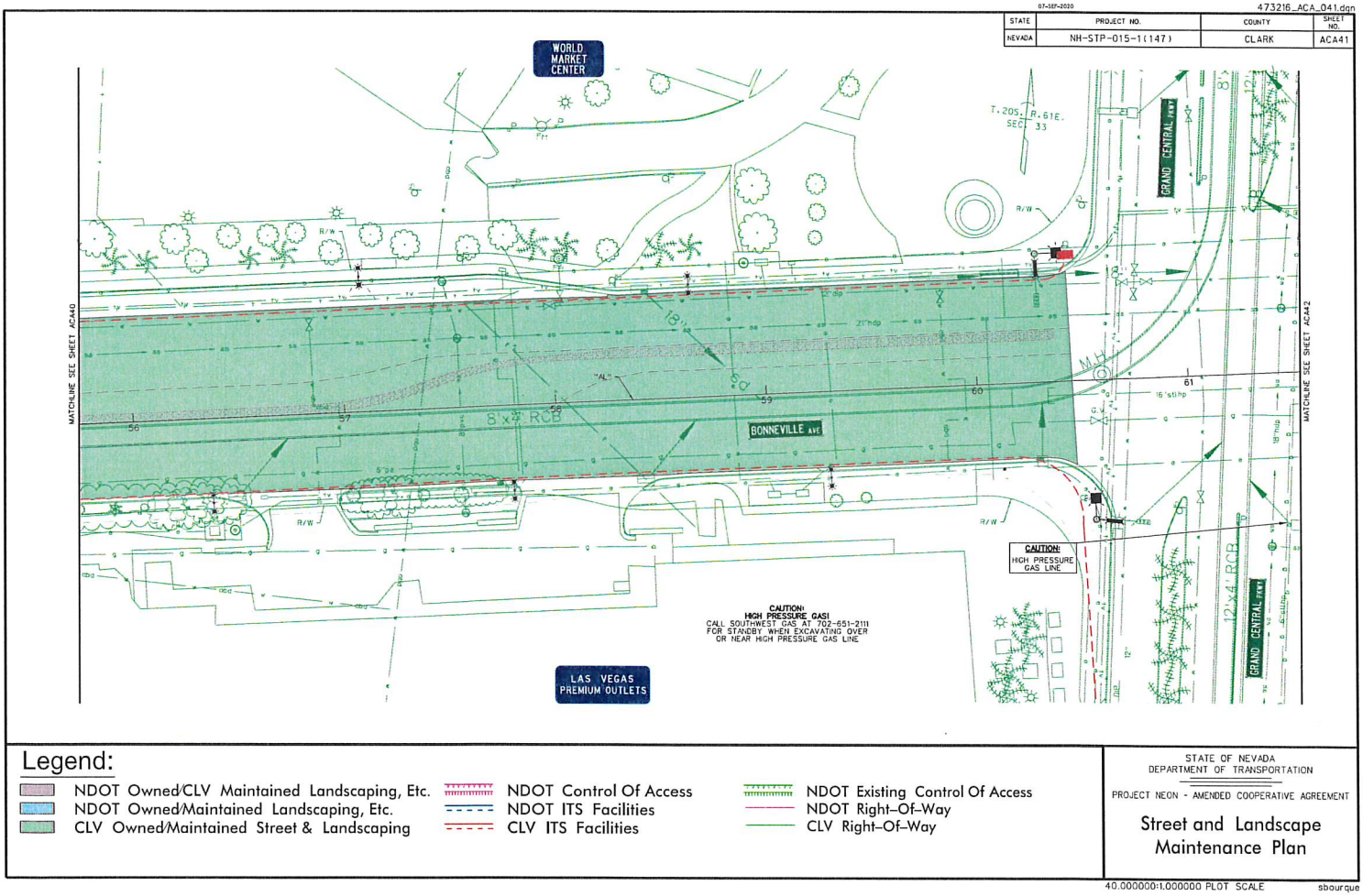
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

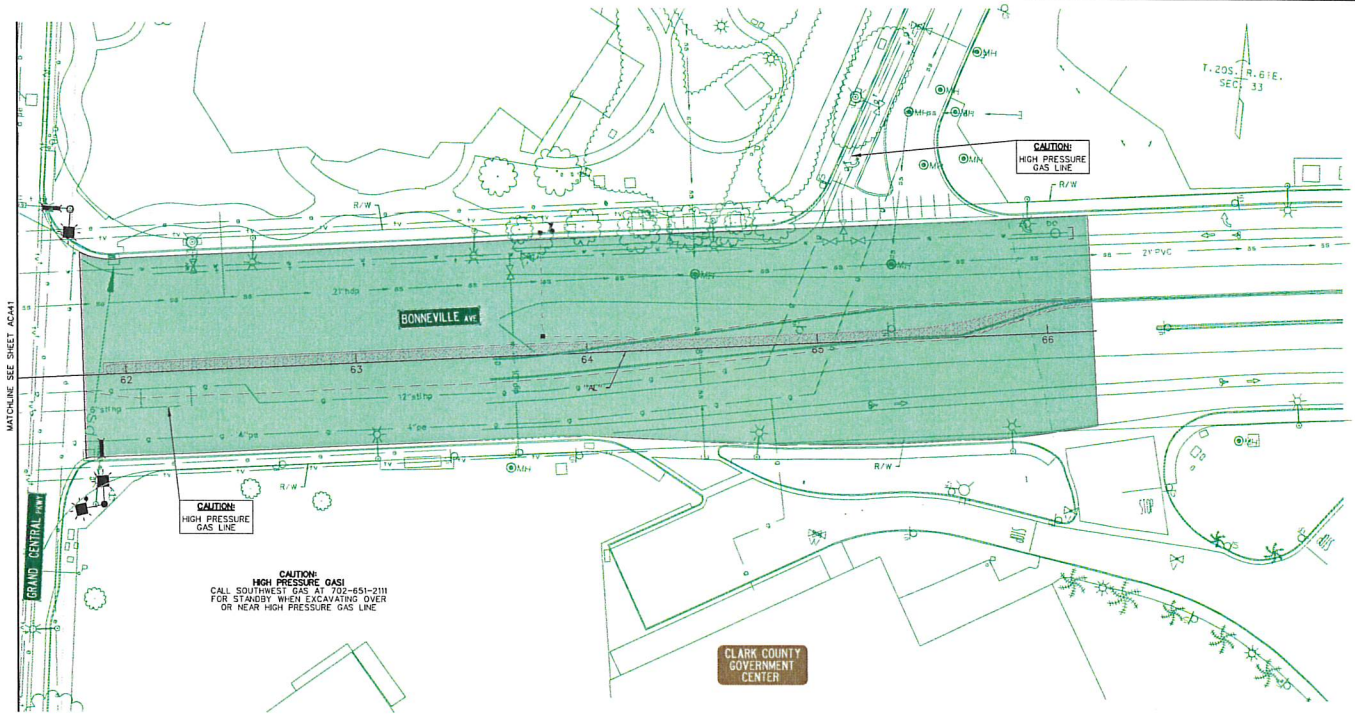
40.000000:1.000000 PLOT SCALE sbourque


07-SEP-2020
473216_ACA_040.dgn
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-STP-015-1(147)
CLARK
ACA40
WORLD MARKET CENTER
T.20S., R.61E.
SEC. 33
BONNEVILLE AVE
MATCHLINE SEE SHEET ACA39
MATCHLINE SEE SHEET ACA41
LAS VEGAS PREMIUM OUTLETS
8'x4' RCB
R/W
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque


07-SEP-2020
473216_ACA_041.dgn
STATE
NEVADA
PROJECT NO.
NH-STP-015-1(147)
COUNTY
CLARK
SHEET NO.
ACA41
WORLD MARKET CENTER
BONNEVILLE AVE
GRAND CENTRAL PKWY
LAS VEGAS PREMIUM OUTLETS
MATCHLINE SEE SHEET ACA40
MATCHLINE SEE SHEET ACA42
T. 20S. R. 61E. SEC. 33
CAUTION: HIGH PRESSURE GAS LINE
CAUTION: HIGH PRESSURE GAS! CALL SOUTHWEST GAS AT 702-651-2111 FOR STANDBY WHEN EXCAVATING OVER OR NEAR HIGH PRESSURE GAS LINE
8'x2' RCB
12'x4' RCB
Legend:
NDOT Owned/CLV Maintained Landscaping, Etc.
NDOT Owned/Maintained Landscaping, Etc.
CLV Owned/Maintained Street & Landscaping
NDOT Control Of Access
NDOT ITS Facilities
CLV ITS Facilities
NDOT Existing Control Of Access
NDOT Right-Of-Way
CLV Right-Of-Way
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
PROJECT NEON - AMENDED COOPERATIVE AGREEMENT
Street and Landscape Maintenance Plan
40.000000:1.000000 PLOT SCALE
sbourque

07-SEP-2010 473216_ACA_042.dgn

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-STP-015-1(147)	CLARK	ACA42



Legend:

- NDOT Owned/CLV Maintained Landscaping, Etc.
- NDOT Owned/Maintained Landscaping, Etc.
- CLV Owned/Maintained Street & Landscaping
- NDOT Control Of Access
- NDOT ITS Facilities
- CLV ITS Facilities
- NDOT Existing Control Of Access
- NDOT Right-Of-Way
- CLV Right-Of-Way

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROJECT NEON - AMENDED COOPERATIVE AGREEMENT

Street and Landscape Maintenance Plan

40.000000:1.000000 PLOT SCALE sbourque

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
33

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve First Supplemental Interlocal Contract LAS24N21 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to increase funding for the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway Project ($1,191,349 - Road and Flood Capital Project Fund [CPF]) - Ward 4 (Anthony)

FISCAL IMPACT:
Budget Funds Available
Amount: $1,191,349
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
On October 14, 2021, the CCRFCD entered into an interlocal contract with the CLV to provide funding for the construction, construction management and entity construction management labor cost for the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway Project. This interlocal contract will increase project funding from $10,042,401 to $11,233,750. Additional funding of $1,191,349 is needed to match the lowest bid for construction. The CCRFCD approved this agreement at their May 19, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Supplemental Interlocal Contract LAS24N21

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN NORTH – EL CAPITAN BRANCH, ANN ROAD TO CENTENNIAL PARKWAY

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 2022 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Numbers 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 October 14, 2021 was 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 - PROJECTS COSTS shall be revised to read as follows:

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction Management at a cost not to exceed $590,730.

2. Construction at a cost not to exceed $10,474,240.

3. Entity Construction Management Labor at a cost not to exceed $168,780.

4. The total cost of this CONTRACT shall not exceed $11,233,750 which includes all the items described in the paragraphs above.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the PROJECT. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract must be approved by the Board to increase the total cost of the CONTRACT noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 11 shall be revised to read as follows:

11. Accurate documentation of all work performed and payments made will be maintained by the CITY in accordance with applicable state laws and retention policies of the CITY.

The remainder of the original Interlocal Contract dated October 14, 2021 shall remain unchanged.

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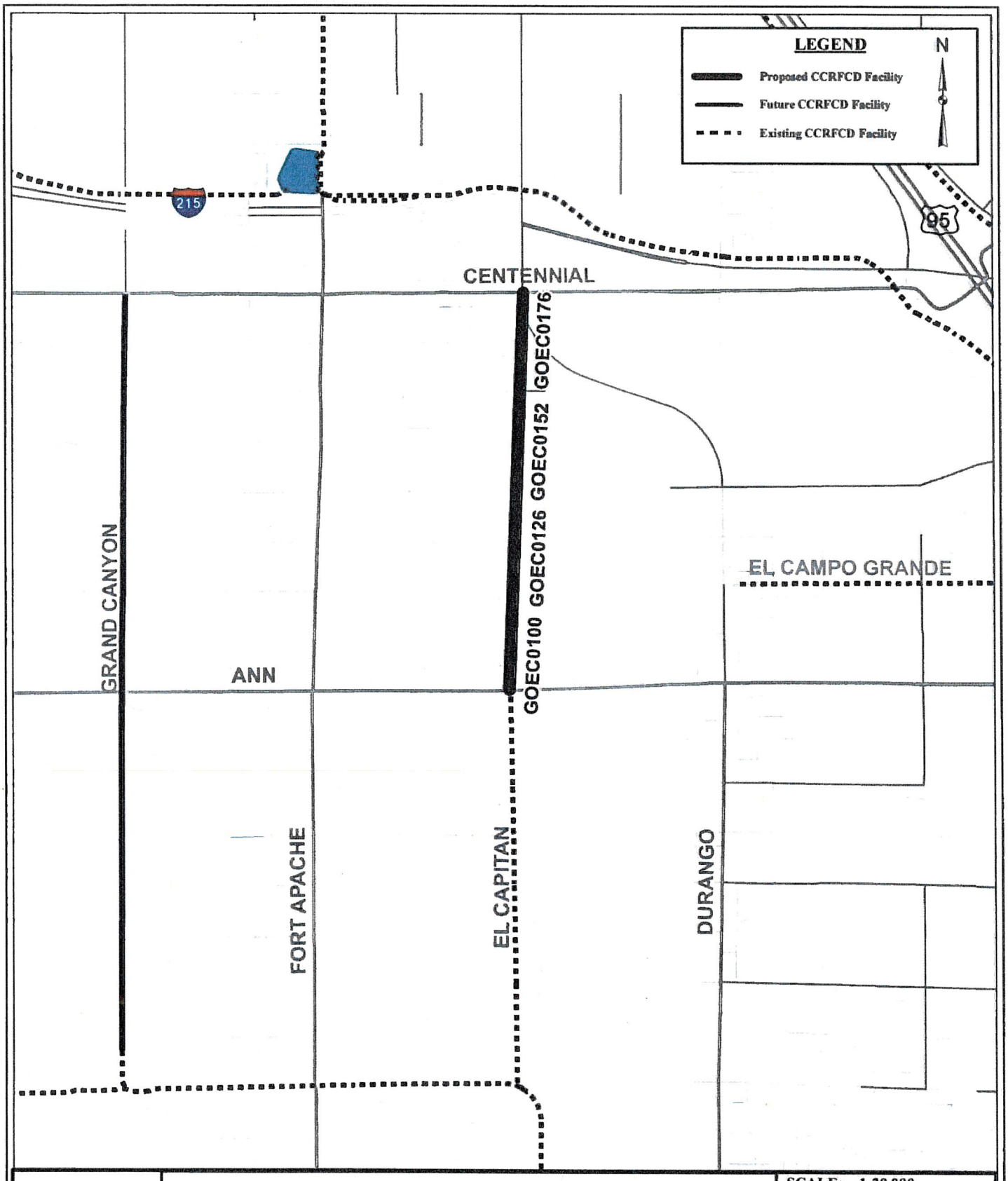
IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action	Date of District Action
_____	**May 19, 2022**
City of Las Vegas	Regional Flood Control District
By: _____ Carolyn G. Goodman, Mayor	By: Debra march Debra march (May 24, 2022 11:41 PDT) Debra March Chair
Attest	Attest
By: _____ LuAnn Holmes, MMC City Clerk	By: _____ **FOR** Deanna Hughes Secretary to the Board
Approved as to Form	Approved as to Form
By: John S. Ridilla 5/24/22 Deputy City Attorney Date John S. Ridilla Chief Deputy City Attorney	By: Christopher Figgins Christopher Figgins (May 24, 2022 08:59 PDT) May 24, 2022 Christopher Figgins Date RFCD 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:\flood\cjones\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 15, 2022

Agenda Item No.:
34

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve a sewer easement from Destiny Homes, LLC and Brian and Erin Freemal to the City of Las Vegas (CLV) for sewer connection purposes, located in the vicinity of Jensen Street and La Madre Way, APNs 125-31-402-004 and 005 - Clark County

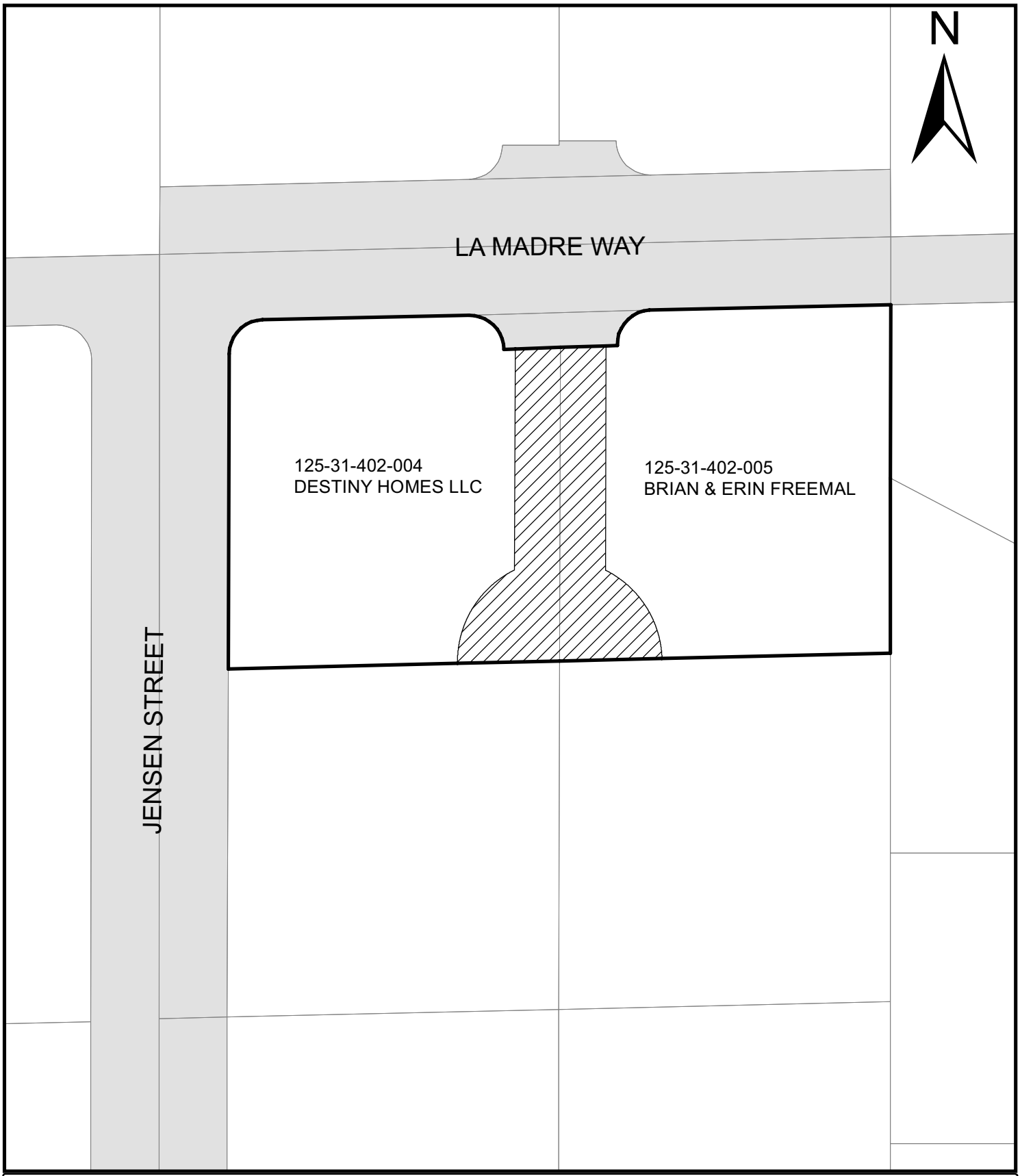
FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The sewer easement is needed for the properties to connect to the CLV sewer lines.

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 and dedication of real property rights.

BACKUP DOCUMENTATION:
1. Exhibit

EXHIBIT



LEGEND

- Subject Parcels
- Existing Right-of-Way
- Sewer Easement to be granted

JENSEN STREET AND LA MADRE WAY SEWER EASEMENT

PARCEL NO(S): 125-31-402-004, 005
OWNER: DESTINY HOMES LLC and BRIAN & ERIN FREEMAL
SECTION, TOWNSHIP, RANGE: SECTION 31, T. 19 S., R 60 E.
AREA OF SEWER EASEMENT: 0.16 total acres +-

Date: 5/25/2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
35

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve a sewer easement from Matthew G. and Rachel B. Lewis, Browning 2011 Trust, Manuel and Diana Hurtado Living Trust to the City of Las Vegas (CLV) for sewer connection purposes, located in the vicinity of El Capitan Way and Verde Way, APNs 125-32-802-049, 050, 051 - Clark County

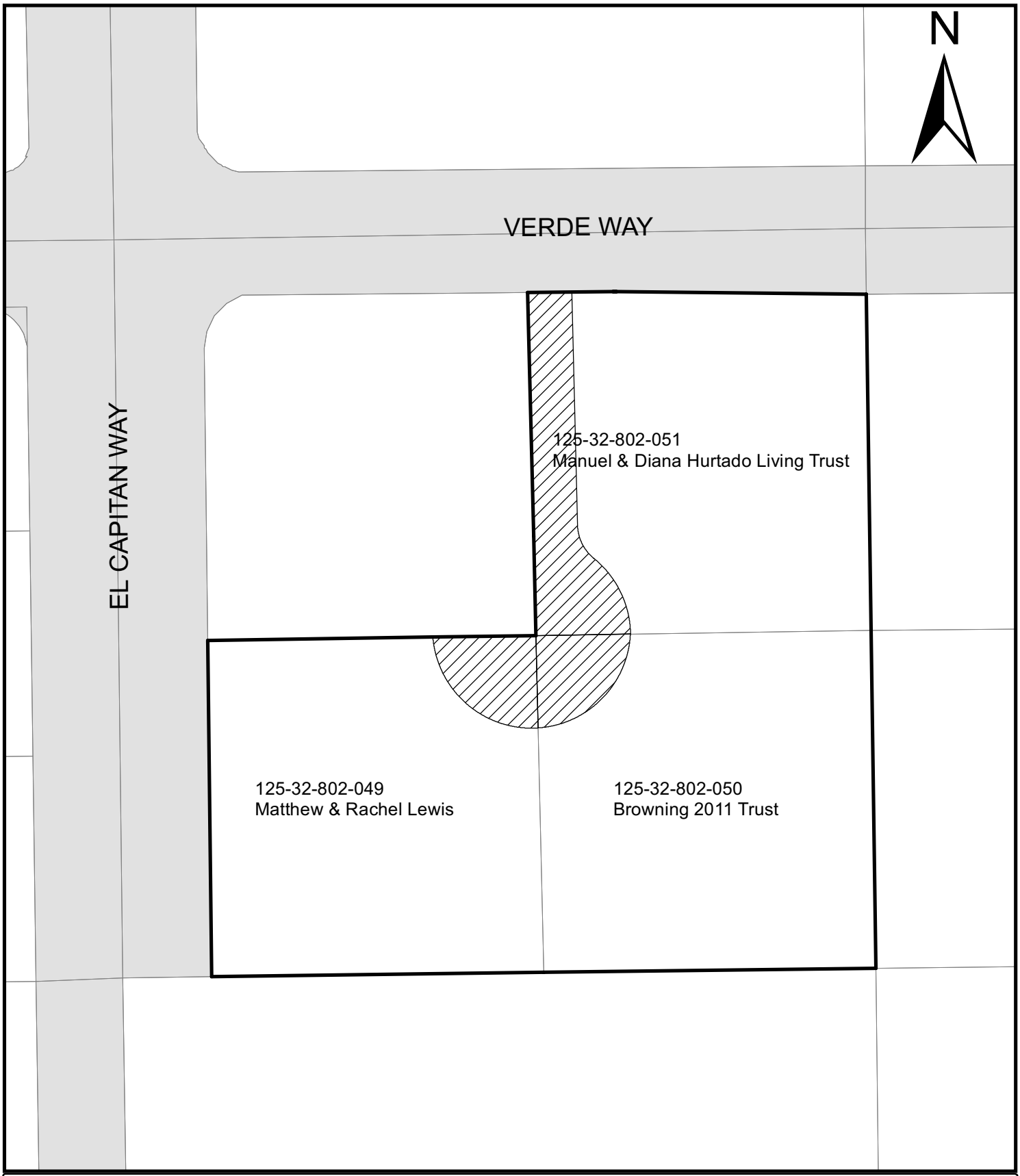
FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The sewer easement is needed for the properties to connect to the CLV sewer lines.

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 and dedication of real property rights.

BACKUP DOCUMENTATION:
1. Exhibit

EXHIBIT



LEGEND

- Subject Parcels
- Existing Right-of-Way
- Sewer Easement to be granted

EL CAPITAN WAY AND VERDE WAY SEWER EASEMENT

PARCEL NO(S): 125-32-802-049, 050, 051
OWNER: Various
SECTION, TOWNSHIP, RANGE: SECTION 32, T. 19 S., R 60 E.
AREA OF SEWER EASEMENT: 0.153 total acres +-

Date: 5/24/2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
36

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve a sewer easement from Juan L. Rivas and Destiny Homes, LLC to the City of Las Vegas (CLV) for sewer connection purposes, located in the vicinity of Dapple Gray Road and Ann Road, APNs 125-29-405-013, 016 - Clark County

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The sewer easement is needed for the properties to connect to the CLV sewer lines.

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 and dedication of real property rights.

BACKUP DOCUMENTATION:
1. Exhibit

EXHIBIT



LEGEND

- Subject Parcels
- Existing Right-of-Way
- Sewer Easement to be granted

DAPPLE GRAY ROAD AND ANN ROAD SEWER EASEMENT

PARCEL NO(S): 125-29-405-013, 016
OWNER: JUAN L RIVAS and DESTINY HOMES LLC
SECTION, TOWNSHIP, RANGE: SECTION 29, T. 19 S., R 60 E.
AREA OF SEWER EASEMENT: 0.153 total acres +-

Date: 5/24/2022

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
37

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Agreement NM191-22-816 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to grant NDOT access to the CLV's right-of-way to perform traffic safety enhancements on Sahara Avenue between Rainbow Boulevard and Rancho Drive - Wards 1 and 3 (Knudsen and Diaz) and Clark County

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The purpose of this interlocal agreement is to grant NDOT access to the CLV's right-of-way to perform traffic safety enhancements on Sahara Avenue between Rainbow Boulevard and Rancho Drive as specified by the agreement.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement NM191-22-816

COOPERATIVE AGREEMENT

This Agreement is made and entered into on , by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Las Vegas, 495 S. Main St., Las Vegas, NV 89101, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, under this agreement, the CITY will grant permission for the DEPARTMENT to enter the CITY'S right-of-way to perform traffic safety enhancements between Rainbow Boulevard and Rancho Drive on Sahara Avenue with the limits and scope of work shown in Attachment A (hereinafter "PROJECT"); and

WHEREAS, the purpose of this Agreement is to address each party's responsibilities, hereinafter called the "PROJECT;" and

WHEREAS, the PROJECT will be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – CITY AGREES

1. To authorize the DEPARTMENT and its authorized agents and contractors to occupy the CITY's right-of-way and or easements for the purpose set forth in this Agreement and to issue the DEPARTMENT all permits required by the CITY in order for the DEPARTMENT to comply with all CITY permit conditions.

2. To review the preliminary plans and specifications within fourteen (14) calendar days upon receipt and attend the review meeting to address CITY's comments without cost to the DEPARTMENT.

3. To collaborate with the DEPARTMENT and Clark County to meet the goals of the PROJECT.

4. To review, comment on, and approve in writing traffic control plans submitted by the DEPARTMENT'S contractor for any proposed traffic control that affects CITY right-of-way. The CITY'S response shall be received by the DEPARTMENT within fourteen (14) calendar days of the CITY's receipt of such plans.

5. To issue no-fee Traffic Control and Barricade Permits to the DEPARTMENT'S contractor for approved traffic control plans; however, the CITY retains the right to issue fines for violations of permit conditions.

6. To issue a permit to the DEPARTMENT, at no cost, to allow the DEPARTMENT and its agents and contractors access to all CITY's right-of-way necessary for the construction of the PROJECT.

7. To operate and maintain the improvements made by the DEPARTMENT for the PROJECT within the CITY's right of way without cost to the DEPARTMENT.

8. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT, or the CITY.

9. The CITY shall, at its own expense, obtain and pay for all licenses, permits, and/or fees and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, orders and decrees of any courts, administrative bodies, or tribunals in any manner affecting the CITY's performance of this Agreement, including, without limitation, worker's compensation laws and CITY licensing laws and regulations.

10. To allow the Department to exercise final approval over utility adjustments that are within the CITY's right of way and to have full authority to inspect said utility adjustments.

11. To allow the Department and its agents to modify and/or replace per the design of the PROJECT, CITY owned service pedestals.

ARTICLE II - DEPARTMENT AGREES

1. To fund and administer the entire project.

2. To invite the CITY to PROJECT meetings, including but not limited to design review meetings and construction meetings.

3. To provide the CITY with preliminary plans and specifications for review and comment and to invite the CITY to the specification review meeting to address said comments.

4. To observe, review, and inspect all work associated with the project during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

5. To be responsible for the design and construction of the PROJECT in accordance with CITY standards, policies, specifications, where applicable, and develop all information necessary for the construction of the PROJECT.

6. To request a permit from the CITY, at no cost, to allow the DEPARTMENT and its agents and contractors access to all CITY right-of-way necessary for the construction of the PROJECT.

7. To allow the CITY to observe, review, and inspect all work associated with the PROJECT during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

8. To coordinate the development of traffic control plans and specifications, including detour routes, lane closures and barricade locations in CITY right-of-way with the CITY.

9. To provide the CITY with a warranty period of not less than one year after substantial completion of the PROJECT for those improvements for which the CITY will be responsible for operating and maintaining.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2023, or until construction of all improvements have been completed and accepted by the CITY.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The CITY shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

4. Paragraphs 1 through 6 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Lacey L. Tisler, P.E.
Nevada Department of Transportation
Division: Safety Engineering
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7459
Email: ltisler@dot.nv.gov

FOR CITY OF LAS VEGAS:

Mike Janssen, P.E., PTOE, Executive Director
Office of the City Manager
Attn: Eric Meyer, P.E., PTOE
City of Las Vegas
Department: Public Works
495 South Main Street, 7th Floor
Las Vegas, NV 89101
Phone: (702) 229-6033
Email: emeyer@lasvegasnevada.gov

7. The DEPARTMENT shall award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. The DEPARTMENT has the right to reject any and all bid proposals determined not to be in the best interest of the State.

8. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

9. Each party agrees to be responsible for any and all claims and liability for personal injury and/or property damage resulting from the acts or omissions of its public officials, officers, employees, contractors, subcontractors, and agents committed in the performance of this Agreement. In all cases, the parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

10. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall not exceed the amount of funds appropriated for payment under this Agreement, but not yet paid, as budgeted for the fiscal year at the time of the breach.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

14. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which shall set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

15. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

16. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

18. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

22. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in

all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

23. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

24. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

25. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

26. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

27. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

28. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

John S. Ridilla 5/31/22

John S. Ridilla, Chief Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality and Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
SAHARA AVE, DESIGN SAFETY ENHACEMENTS

The Project consists of the design and construction of traffic safety improvements that include signal modifications, access management median islands, right-turn lane improvements, a rectangular rapid flashing beacon crossing, a pedestrian hybrid beacon crossing, pedestrian safety fencing, and other safety improvements as shown in the final plans. The limits of the Project are along Sahara Ave. from Rainbow Blvd. to Rancho Dr. as depicted in the drawing below.



Legend

- NDOT R/W
- CLV R/W
- CCPW R/W

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
38

DEPARTMENT: Youth Development & Social Innovation **CONSENT**
DIRECTOR: Tammy Malich

SUBJECT:
For possible action to approve a grant award from AmeriCorps VISTA to the City of Las Vegas in the amount of $150,020 which will be matched with City funding in the amount of $15,002 to support various focus areas of City programming (General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $15,002
Funding Source: General Fund
Dept./Division: Youth Development and Social Innovation

PURPOSE/BACKGROUND:
The city of Las Vegas received a grant award from AmeriCorps VISTA in the amount of $150,020 for 10 VISTA members that will support veteran services, environmental stewardship, education support, social equity, and workforce development. The AmeriCorps VISTA investment of $150,020 will be matched with City funding in the amount of $15,002. The project and budget period are for a one-year cycle, based on the AmeriCorps VISTA Grant Award from the Corporation of National and Community Service.

RECOMMENDATION:
Staff recommends the City Council accept the grant award and authorize the Mayor to sign all related agreements.

BACKUP DOCUMENTATION:
1. AmeriCorps VISTA MOA
2. Grant award VISTA

AmeriCorps VISTA
Cost Share Memorandum of Agreement

Between

City Of Las Vegas
495 S Main St
Las Vegas, NV 89101-2927
EIN: 886000198

and

AmeriCorps
Nevada State Office
Corp. for National and Community Service
250 E Street SW
Washington, DC 20525-3249

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the parties: 1) Corporation for National and Community Service (an independent federal agency of the U.S. government whose operational name is "AmeriCorps"), hereinafter referred to as "AmeriCorps"; and 2) City Of Las Vegas, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps's AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C.§§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for AmeriCorps to provide the Sponsor with up to ten (10) AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between AmeriCorps and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to $15,002.00 to cost-share up to one (1) AmeriCorps VISTA member(s) and up to zero (0) summer associates and the assignment of up to nine (9) AmeriCorps VISTA members(s) and up to zero (0) summer associates supported by AmeriCorps.

The Sponsor's cost-share of up to one (1) AmeriCorps VISTA member(s) and up to zero (0) summer associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or summer associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the AmeriCorps VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in in the General Provisions of the Cost Share MA.

This Agreement shall become effective on the date of 02/27/2022. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement. Activity on the project shall be deemed to have begun on 02/27/2022 and shall end thereafter on 05/20/2023, unless terminated sooner by either or both of the parties.

Click below to view:
General Provisions of the Cost Share MA

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and AmeriCorps staff must sign the Memorandum of Agreement even though single signatures only are required for agreements.)

Sponsor		**AmeriCorps**	
Signed by:	~~Judie-Mitchell, Sheena~~	Signed by:	Graczyk, Khloe
Title:		Title:	Portfolio Manager
Date:	31-JAN-22	Date:	31-JAN-22

Approved as to Form:
Dimitri P. Dalacas
Deputy City Attorney
5/26/22
Date

Notice of Grant Award

Corporation for National and Community Service
250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

VISTA State

Grantee

City Of Las Vegas
495 S Main St Las Vegas NV 89101-2927

EIN: 886000198
UEI: HJS3TZHWWJX5
DUNS: 030381610

Award Information

Agreement No.:	**22VSINV001**	Performance Period:	**02/27/2022 - 05/20/2023**
Amendment No.:	**0**	Budget Period:	
CFDA No.:	**94.013**	Grant Year:	**1**

Purpose

The purpose of this award is to assist the Project Sponsor in carrying out an anti-poverty AmeriCorps VISTA project as authorized under Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended (Pub. L. 93–113).

Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	$0	$0	$0
Grantee's Unobligated Balance (Carryover)	$0	$0	$0
Total Available	$0	$0	$0

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	$0
Total CNCS Funds Awarded to Date	

Funding Source and Amount

Not applicable to this award.

Award Description

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General and VISTA-specific Terms and Conditions found at https://americorps.gov/grantees-sponsors/vista. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

01/31/2022
Signature — Award Date

Khloe Graczyk
Senior Grants Officer

City Of Las Vegas
Legal Applicant

Sheena Judie-Mitchell
Project Director

Notice of Grant Award

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

VISTA State

Grantee

City Of Las Vegas
495 S Main St Las Vegas NV 89101-2927

EIN: 886000198
UEI: HJS3TZHWWJX5
DUNS: 030381610

Award Information

Agreement No.: **22VSINV001**
Amendment No.: **0**
CFDA No.:

Performance Period: **02/27/2022 - 05/20/2023**
Budget Period:
Grant Year: **1**

Grants Officer

Alexia Armstrong Cortes, 310-803-2559
Program Officer

Sheena Judie-Mitchell
Certifying Official/Executive Officer

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
39

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
RESOLUTIONS:

R-26-2022 - For possible action to approve a Resolution to Augment and Amend the City of Las Vegas Fiscal Year 2022 General Fund Budget in the amount of $93,000,000 for the purpose of effecting an increase in appropriations and transfers between functions to provide for expenditures unplanned in the original budget

FISCAL IMPACT:
Augmentation Required
Amount: $93,000,000
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
Per NRS 354.598005, an augmentation and transfer of appropriations within functions is necessary to give the legal authorization for expenditures in excess of the original budget appropriations. As described during the FY2023 budget presentation, excess beginning fund balance coupled with excess revenue and underspending of expenditures provide one-time funds for citywide capital projects and maintenance needs.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-26-2022 and Exhibit A - Budget Augmentation and Transfer of Appropriations

RESOLUTION NO. R-26-2022

RESOLUTION TO AUGMENT AND AMEND THE FISCAL YEAR 2022 GENERAL FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the General Fund are now determined to be $859,765,494 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Revenues and in Beginning Fund Balance in the Fiscal Year 2022 Budget for the General Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting and amending the Fiscal Year 2022 Budget for the purpose of effecting an increase in appropriations and transfers between functions to provide for expenditures unplanned in the original budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2022, that the Fiscal Year 2022 Budget for the General Fund be increased from $628,379,723, to $721,379,723; and

BE IT FURTHER RESOLVED that additional expenditures totaling $93,000,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation and amendment as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

The FOREGOING RESOLUTION was approved on this 15th day of June, 2022.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-2022
VAL STEED, Date
Deputy City Attorney

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2022
BUDGET AUGMENTATION AND TRANSFER OF APPROPRIATIONS
GENERAL FUND

	Current Budget	Adjustment	Amended Budget
REVENUES			
Taxes	$ 116,900,000	$ -	$ 116,900,000
Licenses & Permits	94,650,033	-	94,650,033
Intergovernmental Revenues	334,562,052	59,000,000	393,562,052
Charges for Services	46,229,908	-	46,229,908
Fines & Forfeits	9,350,000	-	9,350,000
Miscellaneous	12,961,205	-	12,961,205
Transfers In	13,726,525	-	13,726,525
Beginning Fund Balance	138,385,771	34,000,000	172,385,771
Total Resources	$ 766,765,494	$ 93,000,000	$ 859,765,494
EXPENDITURES			
General Government	$ 65,191,208	$ (2,500,000)	$ 62,691,208
Judicial	31,116,886	(1,500,000)	29,616,886
Public Safety	407,425,895	9,500,000	416,925,895
Public Works	10,952,241	-	10,952,241
Health	6,864,895	-	6,864,895
Culture & Recreation	51,971,151	2,000,000	53,971,151
Economic Development & Assistance	12,414,447	500,000	12,914,447
Operating Transfers Out	42,443,000	85,000,000	127,443,000
Total Expenditures & Other Uses	$ 628,379,723	$ 93,000,000	$ 721,379,723

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
40

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
RESOLUTIONS:

R-27-2022 - For possible action to approve a Resolution to Augment and Amend ten City of Las Vegas funds for the Fiscal Year 2022: Multipurpose Special Revenue Fund in the amount of $15,500,000; Environmental Surcharge Special Revenue Fund in the amount of $248,000; Fire Services Capital Projects Fund in the amount of $3,000,000; Special Assessments Capital Projects Fund in the amount of $10,000,000; Municipal Golf Course Enterprise Fund in the amount of $500,000; Municipal Parking Enterprise Fund in the amount of $1,000,000; Building and Safety Enterprise Fund in the amount of $550,000; Automotive Operations Internal Service Fund in the amount of $1,500,000; Employee Benefits Internal Service Fund in the amount of $2,000,000; and Fire Equipment Acquisitions Internal Service Fund in the amount of $2,867,662

FISCAL IMPACT:
Augmentation Required
Amount: $37,165,662
Funding Source: Various Funds
Dept./Division: Finance

PURPOSE/BACKGROUND:
Per NRS 354.598005, an augmentation and transfer of appropriations is necessary to give the legal authorization for expenses in excess of the original budget appropriations and in the correct functional categories.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-27-2022 and Exhibit A - Budget Augmentation and Transfer of Appropriations

RESOLUTION NO. R-27-2022

RESOLUTION TO AUGMENT AND AMEND THE FISCAL YEAR 2022 BUDGETS OF THE MULTIPURPOSE SPECIAL REVENUE FUND, ENVIRONMENTAL SURCHARGE SPECIAL REVENUE FUND, FIRE SERVICES CAPITAL PROJECTS FUND, SPECIAL ASSESSMENTS CAPITAL PROJECTS FUND, MUNICIPAL GOLF COURSE ENTERPRISE FUND, MUNICIPAL PARKING ENTERPRISE FUND, BUILDING AND SAFETY ENTERPRISE FUND, AUTOMOTIVE OPERATIONS INTERNAL SERVICE FUND, EMPLOYEE BENEFITS INTERNAL SERVICE FUND, AND THE FIRE EQUIPMENT ACQUISITION INTERNAL SERVICE FUND

WHEREAS, the resources of the Multipurpose Special Revenue Fund are now determined to be $76,655,514 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in annual revenues in excess of the Fiscal Year 2022 budget of the Multipurpose Special Revenue Fund of the City of Las Vegas; and

WHEREAS, the resources of the Environmental Surcharge Special Revenue Fund are now determined to be $7,015,137 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in beginning fund balance in the fund and annual revenues in excess of the Fiscal Year 2022 budget of the Environmental Cleanup Activities Special Revenue Fund of the City of Las Vegas; and

WHEREAS, the resources of the Fire Services Capital Projects Fund are now determined to be $9,634,802 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in beginning fund balance in the fund in excess of the Fiscal Year 2022 budget of the Fire Services Capital Projects Fund of the City of Las Vegas; and

WHEREAS, the resources of the Special Assessments Capital Projects Fund are now determined to be $94,859,756 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in annual revenues in excess of the Fiscal Year 2022 budget of the Special Assessments Capital Projects Fund of the City of Las Vegas; and

WHEREAS, the expenses of the following funds are now determined to be as itemized in Exhibit A, which is attached hereto, with the increase in expenses is made available through a reduction in Net Income of the Fiscal Year 2022 Budget of the City of Las Vegas, Nevada (excluding the impact of GASB 68):

Municipal Golf Course Enterprise Fund	$	2,985,234
Municipal Parking Enterprise Fund	$	13,633,138
Building and Safety Enterprise Fund	$	15,598,378
Automotive Operations Internal Service Fund	$	14,096,140
Employee Benefits Internal Service Fund	$	70,464,987
Fire Equipment Acquisition Internal Service Fund	$	2,867,662

and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting and amending the Fiscal Year 2022 Budget for the purpose of effecting an increase in appropriations and transfers between functions to provide for expenditures unplanned in the original budget.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada at a regular meeting thereof held on the 15th day of June, 2022, that the Fiscal Year 2022 Budget for each of the following funds to be increased as follows:

Multipurpose Special Revenue Fund	From	43,392,986	To	58,892,986
Environmental Surcharge Special Revenue Fund	From	5,805,461	To	6,053,461
Fire Services Capital Projects Fund	From	3,707,509	To	6,707,509
Special Assessments Capital Projects Fund	From	35,438,588	To	45,438,588
Municipal Golf Course Enterprise Fund	From	2,485,234	To	2,985,234
Municipal Parking Enterprise Fund	From	12,633,138	To	13,633,138
Building and Safety Enterprise Fund	From	15,048,378	To	15,598,378
Automotive Operations Internal Service Fund	From	12,596,140	To	14,096,140
Employee Benefits Internal Service Fund	From	68,464,987	To	70,464,987
Fire Equipment Acquisition Internal Service Fund	From	-	To	2,867,662

and

BE IT FURTHER RESOLVED that additional expenditures as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

. . .

. . .

. . .

. . .

. . .

BE IT FURTHER RESOLVED that said augmentation and amendment as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

The FOREGOING RESOLUTION was approved on this 15th day of June, 2022.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-2022
Val Steed, Date
Deputy City Attorney

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2022
BUDGET AUGMENTATION AND TRANSFER OF APPROPRIATIONS
VARIOUS FUNDS

	Current Budget	Adjustment	Amended Budget
MULTIPURPOSE SPECIAL REVENUE FUND			
REVENUES			
Licenses & Permits	$ 672,000	$ -	$ 672,000
Intergovernmental Revenues	25,086,599	-	25,086,599
Charges for Services	8,003,604	-	8,003,604
Fines & Forfeits	485,000	3,000,000	3,485,000
Miscellaneous	7,445,141	12,500,000	19,945,141
Beginning Fund Balance	19,463,170	-	19,463,170
Total Resources	$ 61,155,514	$ 15,500,000	$ 76,655,514
EXPENDITURES			
General Government	$ 9,198,600	$ -	$ 9,198,600
Judicial	4,545,000	-	4,545,000
Public Safety	5,964,877	-	5,964,877
Welfare	109,000	-	109,000
Culture & Recreation	8,817,178	-	8,817,178
Economic Development & Assistance	5,811,318	14,500,000	20,311,318
Operating Transfers Out	8,947,013	1,000,000	9,947,013
Total Expenditures & Other Uses	$ 43,392,986	$ 15,500,000	$ 58,892,986

	Current Budget	Adjustment	Amended Budget
ENVIRONMENTAL SURCHARGE SPECIAL REVENUE FUND			
REVENUES			
Miscellaneous	$ 4,100,000	$ 216,000	$ 4,316,000
Beginning Fund Balance	2,667,137	32,000	2,699,137
Total Resources	$ 6,767,137	$ 248,000	$ 7,015,137
EXPENDITURES			
Public Safety	$ 211,654	$ -	$ 211,654
Economic Development & Assistance	$ 5,593,807	248,000	$ 5,841,807
Total Expenditures & Other Uses	$ 5,805,461	$ 248,000	$ 6,053,461

	Current Budget	Adjustment	Amended Budget
FIRE SERVICES CAPITAL PROJECTS FUND			
REVENUES			
Intergovernmental Revenues	$ 3,000,000	$ 2,000,000	$ 5,000,000
Miscellaneous	62,566	-	62,566
Beginning Fund Balance	3,572,236	1,000,000	4,572,236
Total Resources	$ 6,634,802	$ 3,000,000	$ 9,634,802
EXPENDITURES			
Public Safety	$ 3,315,845	$ 2,500,000	$ 5,815,845
Operating Transfers Out	391,664	500,000	891,664
Total Expenditures & Other Uses	$ 3,707,509	$ 3,000,000	$ 6,707,509

	Current Budget	Adjustment	Amended Budget
SPECIAL ASSESSMENTS CAPITAL PROJECTS FUND			
REVENUES			
Intergovernmental Revenues	$ -	$ 10,000,000	$ 10,000,000
Miscellaneous	833,730	-	833,730
Transfers In	50,000	-	50,000
Beginning Fund Balance	83,976,026	-	83,976,026
Total Resources	$ 84,859,756	$ 10,000,000	$ 94,859,756
EXPENDITURES			
Public Works	$ 34,957,569	$	$ 34,957,569
Operating Transfers Out	481,019	10,000,000	10,481,019
Total Expenditures & Other Uses	$ 35,438,588	$ 10,000,000	$ 45,438,588

	Current Budget	Adjustment	Amended Budget
MUNICIPAL GOLF COURSE ENTERPRISE FUND			
EXPENSES			
Culture & Recreation	$ 2,485,234	$ 500,000	$ 2,985,234
Total Expenses & Other Uses	$ 2,485,234	$ 500,000	$ 2,985,234

	Current Budget	Adjustment	Amended Budget
MUNICIPAL PARKING ENTERPRISE FUND			
EXPENSES			
Public Safety	$ 12,633,138	$ 1,000,000	$ 13,633,138
Total Expenses & Other Uses	$ 12,633,138	$ 1,000,000	$ 13,633,138

	Current Budget	Adjustment	Amended Budget
BUILDING AND SAFETY ENTERPRISE FUND			
EXPENSES			
Public Safety	$ 15,048,378	$ 550,000	$ 15,598,378
Total Expenses & Other Uses	$ 15,048,378	$ 550,000	$ 15,598,378

	Current Budget	Adjustment	Amended Budget
AUTOMOTIVE OPERATIONS INTERNAL SERVICE FUND			
EXPENSES			
General Government	$ 12,596,140	$ 1,500,000	$ 14,096,140
Total Expenses & Other Uses	$ 12,596,140	$ 1,500,000	$ 14,096,140

	Current Budget	Adjustment	Amended Budget
EMPLOYEE BENEFITS INTERNAL SERVICE FUND			
EXPENSES			
General Government	$ 54,222,945	$ 2,000,000	$ 56,222,945
Operating Transfers Out	14,242,042	-	14,242,042
Total Expenses & Other Uses	$ 68,464,987	$ 2,000,000	$ 70,464,987

	Current		Amended

FIRE EQUIPMENT ACQUISITIONS INTERNAL SERVICE FUND	Budget	Adjustment	Budget
EXPENSES			
Operating Transfers Out	$ -	$ 2,867,662	$ 2,867,662
Total Expenses & Other Uses	$ -	$ 2,867,662	$ 2,867,662

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
41

DEPARTMENT: Community Services **DISCUSSION**
DIRECTOR: Kathi Thomas

SUBJECT:
Public hearing regarding the fair market value of City owned vacant real property located at the northwest corner of North Decatur Boulevard and West Rome Boulevard (APN 125-24-701-041) in anticipation of the sale of the vacant real property - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City performed a single appraisal and now desires to sell, pursuant to Nevada Revised Statute 268.063, City owned vacant real property located at the northwest corner of North Decatur Boulevard and West Rome Boulevard. Pursuant to Nevada Revised Statute 268.059, if the Las Vegas City Council holds a public hearing on the fair market value of the real property, only one appraisal conducted no more than six months before the date on which the real property is offered for sale is required. A single appraisal of the vacant real property was conducted on February 11, 2022, by Southwest Property Consultants, Inc. that was selected from the list of appraisers established by the City. The appraised value as listed on the appraisal report dated February 24, 2022 was nine million one hundred thousand dollars ($9,100,000).

RECOMMENDATION:
Public hearing only; no action required.

BACKUP DOCUMENTATION:
1. Appraisal
2. Submitted at Meeting - PowerPoint Presentation by Staff

SOUTHWEST PROPERTY CONSULTANTS

APPRAISAL REPORT

DECATUR BOULEVARD LAND

6635 N. DECATUR BOULEVARD
LAS VEGAS, NEVADA, 89131

PERTINENT DATES:
Valuation Date: February 11, 2022
Report Date: February 24, 2022

PREPARED FOR:
Ms. Christina Strong
City of Las Vegas
495 S. Main Street, 5th Floor
Las Vegas, NV 89101

PREPARED BY:
Matthew Buxton, MAI, SRA
Southwest Property Consultants, Inc.
9205 W. Russell Road, Suite 240
Las Vegas, Nevada 89148

SPC Job No.: C-2202-01
Client P.O.#.: 447973



SOUTHWESTPROPERTYCONSULTANTS
>>ADDRESS: 9205 w. russell rd, suite 240, las vegas, nevada 89148
>>OFFICE: 702.485.4441 >>FAX: 702.823.4441

February 24, 2022

Ms. Christina Strong
City of Las Vegas
495 S. Main Street, 5th Floor
Las Vegas, Nevada 89101

Re: Decatur Boulevard Land
Las Vegas, Nevada 89131
SPC Reference: C-2202-01
Client Reference: P.O.# 447973

Ms. Strong:

As requested, we have completed an appraisal report of land located in Las Vegas, Nevada. We provided a detailed description of the subject property, relevant market data, and a description of the appraisal process in order to support the valuation scenarios contained in this report.

The subject property is vacant land located on the northwest corner of Decatur Boulevard and Rome Boulevard in the northwest area of Las Vegas north of the I-215 beltway. It has a street address of 6635 N. Decatur Boulevard, Las Vegas, Nevada 89131. The site is surrounded by an assisted living facility, apartments, vacant land and a shopping center. The property is mapped as a 9.45 net acre site (estimated 11 gross acres). The site is raw, desert land with portions that are rough graded. It is mostly level, at street grade. Public utilities are in the fronting street. Off-sites are limited to paved frontage streets and street lights. The property is zoned R-E, Residence Estates District (low density). The Las Vegas Planning Department reported the site has a planned land use of Medium Density allowing a density of up to 25.49 units per acre. City officials have indicated that there is a deed restriction for affordable housing.

This report is presented in Appraisal Report format as defined by USPAP Standards Rule 2-2. As such, it presents a summarized discussion of the data, reason and analysis that was used in the appraisal process to develop one or more value indications. Additional information supporting our analysis is retained in the appraisal work file.

The client of this report is City of Las Vegas. The intended user of this report is City of Las Vegas. The purpose of this report is to assist the client in possible sale negotiations.

The report date is February 24, 2022. The requested valuation premise, dates of value, interest appraised and value conclusions are illustrated in the following table:

RELEVANT VALUE CONCLUSIONS			
Appraisal Premise	**Interest Appraised**	**Date**	**Value Conclusion**
Fair Market Value	Fee Simple	2/11/2022	$9,100,000

The subject`s zoning is R-E, Residence Estates District, which allows a density of 2 units per acre. According to City of Las Vegas Planner Mark Rex (702) 229-6301, the planned land use of the site is M (Medium Density Residential) with an allowable density of 25.49 units per acre. We were also informed that there is a deed restriction for affordable housing. Investors pay a premium for residential land with higher density and the analysis presented in this report assumes that the site can be developed to the higher density based on the information provided by the planner.

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SOUTHWESTPROPERTYCONSULTANTS
>>ADDRESS: 9205 w. russell rd, suite 240, las vegas, nevada 89148
>>OFFICE: 702.485.4441 >>FAX: 702.823.4441

As of February 2022, we are 2 years into the COVID-19 national concern. Locally, businesses have re-opened and the local economy is recovering. State mandated gathering restrictions have loosened significantly and businesses have reopened to at- or near full capacity. As of the effective date, there have been no significant changes impacting value. Further restrictions being imposed by the state government is unlikely. The Omicron variant of COVID-19 is creating renewed concerns. However, the vaccine is being widely distributed and consumer confidence is mostly positive looking further into 2022.

This appraisal report is intended to satisfy the scope of work and requirements set forth by City of Las Vegas and Southwest Property Consultants. The analyses, opinions and conclusions illustrated within this appraisal report were developed based upon our interpretation of the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute and all applicable local and state requirements.

The information, supporting data and calculations leading to an opinion of value are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

This report is intended to adhere to the scope of work and intended use requested by City of Las Vegas. It is our goal to provide meaningful analysis that supports the opinions of value contained herein. If you have any question or concern regarding the attached appraisal report, or, if we can provide additional assistance with this or any other valuation assignment, please contact us.

Sincerely,

SOUTHWEST PROPERTY CONSULTANTS



Matthew Buxton, MAI, SRA
Principal
Certified General Real Estate Appraiser
State of Nevada Certificate No. A.0007839-CG
Expiration Date: June 30, 2022
Telephone: 702.485.4441
Email: matt@swpconsultants.com

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ADDENDA

ADDENDUM A: GLOSSARY OF DEFINITIONS
ADDENDUM B: CLIENT CORRESPONDENCE
ADDENDUM C: SUBJECT INFORMATION
ADDENDUM D: COMPARABLE DATA
ADDENDUM E: APPRAISER QUALIFICATIONS

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SUMMARY OF SALIENT DATA AND CONCLUSIONS

SUMMARY OF SALIENT DATA AND CONCLUSIONS		
PROPERTY DATA		
Property Name or Identification		Decatur Boulevard Land
Address		6635 N. Decatur Boulevard
		Las Vegas, Nevada 89131
Location		Northwest Las Vegas
Interest Appraised		Fee Simple
Highest and Best Use (as vacant)		Develop with a High-Density Residential Use
Highest and Best Use (as improved)		N/A
SITE INFORMATION		
Area (Gross Acres):		11.00
Area (Gross SF):		479,160
Area (Net Acres as Presently Mapped):		9.45
Area (Net SF):		411,642
Zoning		R-E, Residence Estates District
General Plan Designation		M, Medium Density
Jurisdiction		City of Las Vegas
Census Tract		33.09
Assessor's Parcel Number		125-24-701-041
APPROACH TO VALUE	Fair Market Value	Date: February 11, 2022
Cost Approach		N/A
Income Approach		N/A
Sales Comparison Approach		$9,100,000
Reconciled Fair Market Value		$9,100,000
EXPOSURE AND MARKETING TIME		6 Months

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View North on Decatur Boulevard



View North Across Site



View South Across Site



View East Across Site



View West Across Site



View East on Rome Boulevard

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ASSIGNMENT INTRODUCTION

This section is intended to assist the reader in understanding what is being appraised and why. It illustrates the general aspects governing this real estate assignment. Specifically, we identify the subject property via a general identification and legal description. We also introduce the ownership, sales status and listing history. Our client is identified along with the report purpose, intended use and users, property rights appraised, value definition and special client instructions. We define the exposure and marketing time and any extraordinary assumptions or hypothetical conditions that have been considered as part of this assignment.

PROPERTY IDENTIFICATION

The subject property is vacant land located on the northwest corner of Decatur Boulevard and Rome Boulevard in the northwest area of Las Vegas north of the I-215 beltway. It has a street address of 6635 N. Decatur Boulevard, Las Vegas, Nevada 89131. The site is surrounded by an assisted living facility, apartments, vacant land and a shopping center. The property is mapped as a 9.45 net acre site (estimated 11 gross acres). The site is raw, desert land with portions that are rough graded. It is mostly level, at street grade. Public utilities are in the fronting street. Off-sites are limited to paved frontage streets and street lights. The property is zoned R-E, Residence Estates District (low density). The Las Vegas Planning Department reported the site has a planned land use of Medium Density allowing a density of up to 25.49 units per acre. City officials have indicated that there is a deed restriction for affordable housing.

Further property identification is illustrated as follows:

SUBJECT IDENTIFICATION	
Property Name or Type	Decatur Boulevard Land
Address	6635 N. Decatur Boulevard
	Las Vegas, Nevada 89131
County	Clark
MSA	Las Vegas, NV-AZ
Submarket Area	Northwest
Census Tract	33.09
Tax Parcel Number	125-24-701-041

LEGAL DESCRIPTION

The subject property can be legally defined as follows based on information taken from the Clark County Assessor:

Parcel Map File 112 Page 93 Lot 2

OWNERSHIP HISTORY AND LISTING STATUS

The subject's current ownership and ownership history is displayed in the following table.

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OWNERSHIP AND LISTING STATUS	
Current Ownership	City of Las Vegas
Prior Sale/Transfer Date	Not in 36 Months
Listing Status	Not Listed
Contract Status	Not Under Contract

The subject is owned by the City of Las Vegas. It has not been sold or transferred in the past 36 months. It is not listed for sale or under a purchase agreement.

CLIENT IDENTIFICATION

The client of this report is City of Las Vegas.

PURPOSE

The purpose of this report is to assist City of Las Vegas as a real estate expert by developing the following opinion of value: Fair Market Value in Fee Simple Estate.

INTENDED USE AND INTENDED USERS

The intended use of this report is to assist City of Las Vegas in possible sale negotiations. The intended user is City of Las Vegas.

RELEVANT DATES/VALUE SCENARIOS

Matthew Buxton, MAI, SRA inspected the property and surrounding area on February 11, 2022.. The date of this report is February 24, 2022. Relevant valuation dates are summarized in the following table:

RELEVANT DATES AND VALUE TYPES	
Effective Date	2/11/2022
Report Date	2/24/2022
As Is Market Value	2/11/2022

PROPERTY RIGHTS APPRAISED

Fee Simple

DEFINITIONS OF VALUE

The following definition of market value is considered most relevant given the intended use and scope of this assignment.

Market Value: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;

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4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

More relevant definitions are provided in the addendum of this report.

SPECIAL CLIENT INSTRUCTIONS

None

PERSONAL INTANGIBLE PROPERTY

No personal property or intangible items are included in the valuation of the subject property.

APPRAISAL ASSISTANCE

No one has provided additional assistance in the preparation of this report.

EXPOSURE AND MARKETING TIME

Exposure Time: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.[2]

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.[3]

Information from various sources including sale comparables, national surveys and broker opinions have been considered in estimating the appropriate exposure and marketing time as illustrated in the following table:

MARKETING AND EXPOSURE TIME

SOURCE	PERIOD
Market Participants	1 to 12 months
Comparable Sales	0 to 15 months
Southwest Property Consultants	
Estimated Marketing Time	6 months
Estimated Exposure Time	6 months

ASSIGNMENT CONDITIONS

Extraordinary Assumptions and/or Hypothetical Conditions that may have been used during the appraisal process are discussed below. The client is advised to carefully consider these issues as they relate to the value indications and the

[1] *Office of the Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C – Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.*
[2] *The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010*
[3] *The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010*

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intended use of this appraisal. The use of extraordinary assumptions and/or hypothetical conditions might affect assignment results.

EXTRAORDINARY ASSUMPTIONS

The subject`s zoning is R-E, Residence Estates District, which allows a density of 2 units per acre. According to City of Las Vegas Planner Mark Rex (702) 229-6301, the planned land use of the site is M (Medium Density Residential) with an allowable density of 25.49 units per acre. We were also informed that there is a deed restriction for affordable housing. Investors pay a premium for residential land with higher density and the analysis presented in this report assumes that the site can be developed to the higher density based on the information provided by the planner.

HYPOTHETICAL CONDITIONS

None

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SCOPE OF WORK

Establishing credible assignment results involves gathering and analyzing information considered most relevant to the subject property in consideration of the intended use outlined by the client. The scope of work outlines the research and analysis necessary to support the conclusions contained in this report.

REPORT TYPE

This report has been prepared in an Appraisal Report format as identified in USPAP Standard 2.

EXTENT TO WHICH THE PROPERTY IS IDENTIFIED

The subject property is identified through various sources where available: county records, title policies, recorded deeds, site plans and surveys. At a minimum, a legal description, parcel number and street address (unless unassigned) are provided.

EXTENT TO WHICH TANGIBLE PROPERTY IS INSPECTED

Matthew Buxton, MAI, SRA inspected the property and surrounding area on February 11, 2022.

TYPE AND EXTENT OF DATA RESEARCHED

We researched all applicable sources necessary to fully develop the opinions of value contained in this report. Specifically, the regional and neighborhood sections of this report were researched through personal experience, local newspapers, published county information, state demographer's website, U.S. census data, demographic specialists, and market participants. The market section was researched through published industry sources from local real estate firms and national market surveys that specialize in the subject's market area and highest and best use. Site and improvement characteristics were determined through a personal inspection of the site and information provided by the county assessor, plat maps, surveys and title policies where available. Taxes were obtained through the county assessor's website. Cost information, when applicable, has come from Marshall & Swift, developer interviews and/or internal office files. Comparable sale, listing and rental data were verified through various sources, which may include CoStar, Crexi, LoopNet, county records, local industry publications and information provided by brokers, property owners, property managers, buyers and sellers.

TYPE AND EXTENT OF ANALYSIS APPLIED TO ARRIVE AT OPINIONS OR CONCLUSIONS

The appraisers have performed a Highest and Best Use analysis utilizing the sources outlined above to determine the legally permissible, physically possible, financially feasible and maximally productive use of the site "as vacant" and "as improved." We then considered three approaches to value in our analysis: the cost approach, income approach and sales comparison approach. The cost approach and income approaches to value are not relevant to this assignment. The sales comparison approach was developed utilizing the most relevant property sales in the market. A unit of measure (usually a price-per-square-foot method) is utilized and adjustments are made in order to establish a credible value indication. Factors such as lease-up costs, above/below market rent and tenant improvement costs can impact each approach.

COMPETENCY RULE

USPAP Standard 2 requires the appraiser to have competency regarding the subject property being analyzed or provide the client with the steps taken to assure competency. Matthew Buxton, MAI, SRA has experience in the local market area appraising similar properties and meets the criteria set forth in USPAP.

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SOURCES USED FOR THIS ASSIGNMENT

The specific sources used for this assignment are illustrated below:

VERIFICATION SOURCES	
ITEM	**SOURCE**
Subject Site Information	County Assessor
Zoning Information	City of Las Vegas
Tax Information	County Treasurer
Demographics	STDB
Flood Map	FEMA
Comparable Information	See Comparable Abstracts
Legal Description	Recorded Deed

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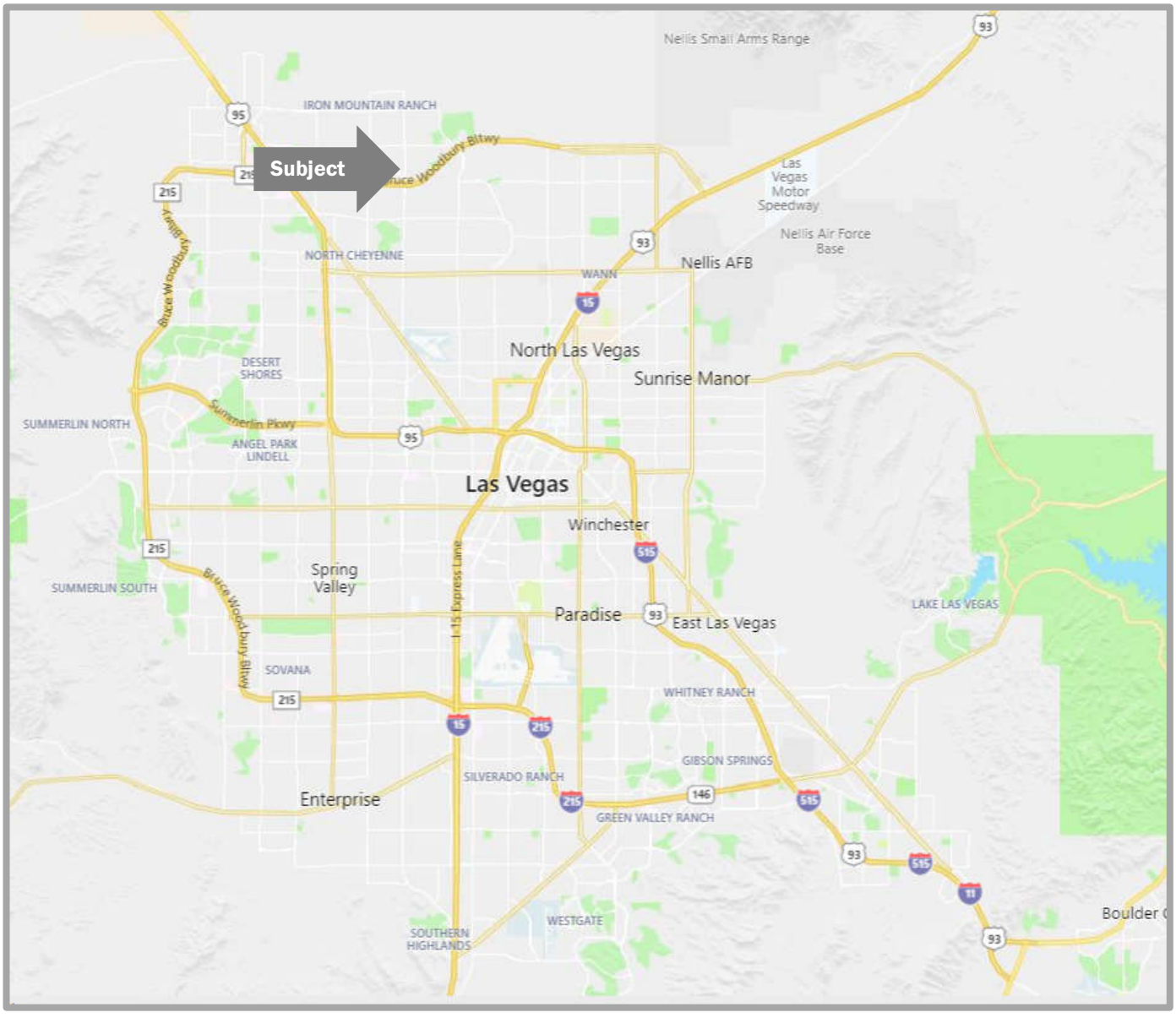
REGIONAL ANALYSIS

The Las Vegas Metropolitan Statistical Area (MSA) is in the southernmost section in the State of Nevada and encompasses all of Clark County. There are five incorporated cities in Clark County: Las Vegas, Henderson, North Las Vegas, Boulder City and Mesquite. The MSA encompasses approximately 8,100 square miles. The City of Las Vegas is the primary city in the MSA and is situated in the high-altitude Mojave Desert.

REGIONAL MAP



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REGIONAL ECONONIC OVERVIEW

The following regional economic overview was provided by CoStar Analytics:

Las Vegas' economy is on the path to recovery as businesses fully reopen. In 2020, the Las Vegas Strip shuttered all casinos for the first time in more than 50 years, and in a market so dependent on tourism, ripple effects were felt throughout the local economy. Numerous casinos have since reopened, bringing thousands of leisure and hospitality employees back to work and tourists back to the metro. Las Vegas employment growth has outperformed the national average by a wide margin over the past several months, but Sin City is about 75,000 jobs short of a full recovery.

Prior to the impact of the coronavirus, the Las Vegas economy was growing steadily, bolstered by positive job and population growth. Annual job growth in the Las Vegas metro averaged around 3% in the five years leading up to the pandemic, according to the U.S. Bureau of Labor Statistics. The Las Vegas metro saw steady growth in the number of people moving to the area over the past decade, and approximately two-thirds of the population growth has come from in-migration from other states, with a significant portion from southern California metros.

While state and local officials are working to diversify the economy, the leisure and hospitality sector remains Las Vegas's primary economic driver, which can serve as a unique advantage over other major markets. The metro's economic success is inherently tied to tourism, with nearly one in three jobs based in the sector. The metro attracted more than 40 million visitors from 2014 to 2019. Visitor volume has started to recover with the reopening of many casinos and hotels after volume in 2020 was down approximately 55% from 2019, with convention attendance down around 75%.

With coronavirus dampening travel and large group gatherings, numerous events were canceled in Las Vegas, including all conventions. Hotel occupancy in 2020 was down by approximately 45% compared to the previous year and McCarran International Airport saw passenger traffic decline by around 57%. Occupancies are back on the rise thanks to fully reopened casinos, hotels, and full capacity entertainment events.

The construction industry's recovery was halted by the coronavirus after being hit hard by the collapse of the housing market during the recession in 2008. Annual employment growth in the construction sector over the past five years averaged around 10%. However, the number of workers still remains at only approximately 70% of levels from 2006. The metro employed more than 110,000 construction workers in 2006 and around 77,000 workers in March prior to the pandemic. The sector shed about 7,000 jobs, with layoffs not as severe as other sectors with construction allowed to continue.

Construction recently completed on one of the most significant projects in the metro: the new 65,000-seat Allegiant Stadium for the Las Vegas Raiders. The Raiders and the Las Vegas Stadium Authority partnered to build the stadium, which has already completed multiple seasons in the stadium including with full fan attendance having occurred in 2021.

Prior to the pandemic, the state-backed economic impact report on the stadium estimated a total economic output of $620 million, as well as $35 million new tax dollars each year. Those projections are based on the stadium hosting 46 events per year and drawing approximately 450,000 new visitors. The report also estimates that the stadium would create an additional around 5,900 permanent jobs throughout the region.

NEVADA COVID-19 RESTRICTIONS

Nevada reopened to 100% capacity in 2021 and social distancing guidelines were lifted, helping the state return to mostly pre-pandemic times, with some exceptions. Nevada adopted CDC guidance regarding new mask guidelines on July 30 stating that fully vaccinated Americans in areas with “substantial and high” transmission should wear masks indoors when in public as COVID-19 cases rise. In early 2022, cases of the Omicron variant are spreading although some experts expect this to peak and then decline in coming months.

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POPULATION TRENDS

Based on information provided by ESRI, Southern Nevada shows an overall increase in population from 2010 to 2021 is 18.2% with a population of 1,951,269 in 2010 to 2,305,737 in 2021. This is viewed as a result of a strong regional economy, a thriving hospitality sector and major employers moving into the region thereby adding jobs to the area. The median household income is $61,830 anticipated to grow to $70,356 by 2026.

esri

Demographic and Income Profile

Clark County, NV
Clark County, NV (32003)
Geography: County

Prepared by Esri

Summary	Census 2010	2021	2026
Population	1,951,269	2,305,737	2,498,746
Households	715,365	841,184	910,710
Families	467,916	546,358	590,515
Average Household Size	2.70	2.71	2.72
Owner Occupied Housing Units	408,206	488,056	539,178
Renter Occupied Housing Units	307,159	353,128	371,532
Median Age	35.5	37.3	37.3
Trends: 2021-2026 Annual Rate	**Area**	**State**	**National**
Population	1.62%	1.50%	0.71%
Households	1.60%	1.49%	0.71%
Families	1.57%	1.46%	0.64%
Owner HHs	2.01%	1.85%	0.91%
Median Household Income	2.62%	2.62%	2.41%

	2021		2026	
Households by Income	Number	Percent	Number	Percent
<$15,000	86,412	10.3%	84,716	9.3%
$15,000 - $24,999	63,942	7.6%	56,680	6.2%
$25,000 - $34,999	68,504	8.1%	60,460	6.6%
$35,000 - $49,999	110,715	13.2%	109,321	12.0%
$50,000 - $74,999	159,629	19.0%	167,019	18.3%
$75,000 - $99,999	114,316	13.6%	128,403	14.1%
$100,000 - $149,999	130,975	15.6%	163,492	18.0%
$150,000 - $199,999	51,434	6.1%	71,086	7.8%
$200,000+	55,242	6.6%	69,518	7.6%
Median Household Income	$61,830		$70,356	
Average Household Income	$84,730		$96,137	
Per Capita Income	$30,973		$35,102	

Source: ESRI

LOCAL ECONOMY

The following information comes UNLV Lee Business School, Center for Business and Economic Research (CBER), established in 1975. CBER conducts applied research vital to business and government. CBER cooperates with partners to extend the benefits of the UNLV's research community throughout the state of Nevada and the country. Their work includes tracking and forecasting local, regional, and state economic conditions.

The following tables show key economic data for Clark County on an annual and monthly basis:

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ANNUAL ECONOMIC DATA FOR CLARK COUNTY						
Annual Data	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
U.S. Census Bureau	2,098.11	2,140.55	2,183.31	2,231.65	2,266,715	2,315,963
Nevada State Demographer	2,118,353	2,166,181	2,193,818	2,251,175	2,293,391	2,320,107
Clark County Comprehensive Planning	2,147,641	2,205,207	2,248,390	2,284,616	2,325,798	2,376,683
Nevada Population Living in Clark County	73.11%	73.35%	73.45%	73.63%	73.67%	73.77%
Las Vegas-Henderson-Paradise Real GDP (millions of chained 2009 dollars)	96,610.56	99,198.17	101,392.42	107,623	110,103	100,852
Las Vegas-Henderson-Paradise GDP (millions of current dollars, MSA)	103,803.46	108,746.90	112,818.45	122,424	128,497	119,387
Personal income (thousands of dollars)	89,737,220	93,269,102	98,439,211	105,087,856	110,628,465	118,678,768
Per capita personal income (dollars)	42,771	43,573	45,087	47,090	48,806	51,224
Housing Units Permitted	10,609	13,546	14,055	15,491	14,431	15,157
Gross Gaming Revenue	9,617,863,703	9,713,871,936	9,978,899,203	10,250,612,181	10,354,921,513	6,540,868,899
Visitor Volume	45,408,173	46,189,748	45,704,785	45,320,500	45,699,300	20,369,900
Convention Attendance	5,710,303	6,310,616	6,576,986	6,501,800	6,649,100	1,727,200
McCarran Total Passengers	45,344,809	47,435,640	48,505,756	49,718,526	51,571,801	22,194,866
Average Room Rate	119.94	125.96	129.45	128.85	132.62	120.31
Room Nights Occupied	47,896,317	48,485,600	47,665,200	47,452,600	48,300,100	21,201,200
Occupancy Rate	87.7	89.1	88.7	88.2	88.9	42.1
Hotel Rooms	149,213	149,339	148,897	147,238	149,422	143,117
LV Strip Gross Gaming Revenue	6,348,009,005	6,376,255,641	7,051,758,170	6,588,499,372	6,586,724,334	3,733,427
Visitor Spending						
Visitor Volume	42,312,216	42,936,109	42,215,900	42,116,800	42,523,700	19,031,100

Frequency: Annual Publisher: University of Nevada, Las Vegas - CBER

MONTHLY ECONOMIC DATA FOR CLARK COUNTY					
Monthly Data	**July 2021**	**August 2021**	**September 2021**	**October 2021**	**November 2021**
Employees on Nonfarm Payrolls (1,000's)	942.1	942.1	966.7	976.1	977.8
Employees on Nonfarm Payrolls (1,000's)	955.5	965.3	969.8	983.6	988.7
Employment in Leisure and Hospitality (1,000's)	223.2288	226.3289	226.1751	227.3746	229.6105
Employment in Leisure and Hospitality (1,000's)	226.8	228	227.9	228.1	229.2
Unemployment Rate (SSA)	9	8	8	7.6	7.3
Unemployment Rate (NSA)	9.3	8.2	7.4	6.6	6.3
CC Taxable Sales	4,675,635,690		4,975,590,156	4,851,856,954	
CC Motor Vehicle and Parts	568,641,234		522,162,511	514,462,515	
Taxable Gasoline Sales (gallons)	75,734,232		69,972,817	71,499,811	
McCarran Total Passengers	4,151,493	3,806,101	3,777,624	4,181,400	3,988,689
CC Visitor Volume	3,421,600	3,095,630	3,033,800	3,493,100	3,206,000
LV Visitor Volume	3,302,400	2,998,400	2,935,600	3,390,200	3,112,200
CC Gross Gaming Revenue	1,162,599,810	993,432,688	1,005,184,833	1,056,684,952	1,159,958,874
LV Strip Gross Gaming Revenue	793,666,935	625,687,881	640,632,577	702,186,648	755,056,322
LV Room Inventory	150,169	150,169	150,518	150,535	150,487
LV Hotel/Motel Occupancy Rate	79.4	72.8	73	81.6	77.6
LV Convention Attendance	0	0	1,095,216	1,305,439	1,106,371
Case-Shiller Las Vegas Home Price Index (SA)	244.6432				
CC Electric Meter Hookups	869,466	869,466	877,114	872,919	874,401
CC Drivers License Count	6,728	6,728	7,132	6,350	5,916

Frequency: Monthly Publisher: University of Nevada, Las Vegas - CBER

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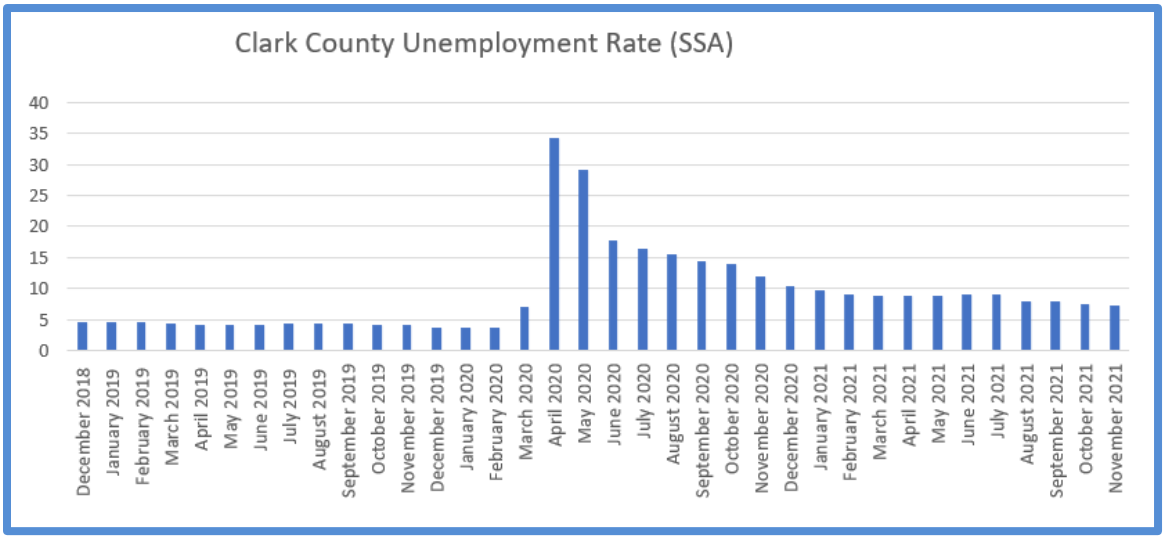
EMPLOYMENT TRENDS

The following table illustrates the 3-year trend for employment in Clark County:



EMPLOYMENT

The overall unemployment rate in Clark County is 6.3% in November 2021, down from 12% as of November 2020, and down from the peak of 34% in April 2020 during massive business closures. The current rate is higher compared with the overall U.S. unemployment rate at 3.9%. Unemployment rates are expected to decline as tourism rebounds in Las Vegas after distress experienced during the COVID-19 pandemic. Prior to the pandemic, local unemployment was below 4%.

TOURISM, GAMING AND HOSPITALITY

Southern Nevada's hotels and local economy rely heavily on the gaming industry. Revenue took a tremendous hit in 2020 due to COVID-19 with gross gaming revenue declining to $6.56 billion in 2020 compared with $10.35 billion in 2019. It has never reached the pre-recession peak of $10.9 billion in 2007. This is viewed as a result of a more competitive global market for high rollers coupled with travelers spending a greater amount of money on entertainment and food & beverage. Convention attendance in recent years was 6.5 million in 2018, 6.6 million in 2019 declining to 1.7 million in 2020. Visitor volume had a similar trajectory with 42.1 million in 2018, 42.5 million in 2019 declining to 19 million in 2020. Figures for gaming, convention attendance and visitor volume are expected to rebound significantly in 2021 with a full recovery anticipated by 2022-2023.

The following table illustrates the 15-year trend for Las Vegas visitor volume prior to the pandemic:

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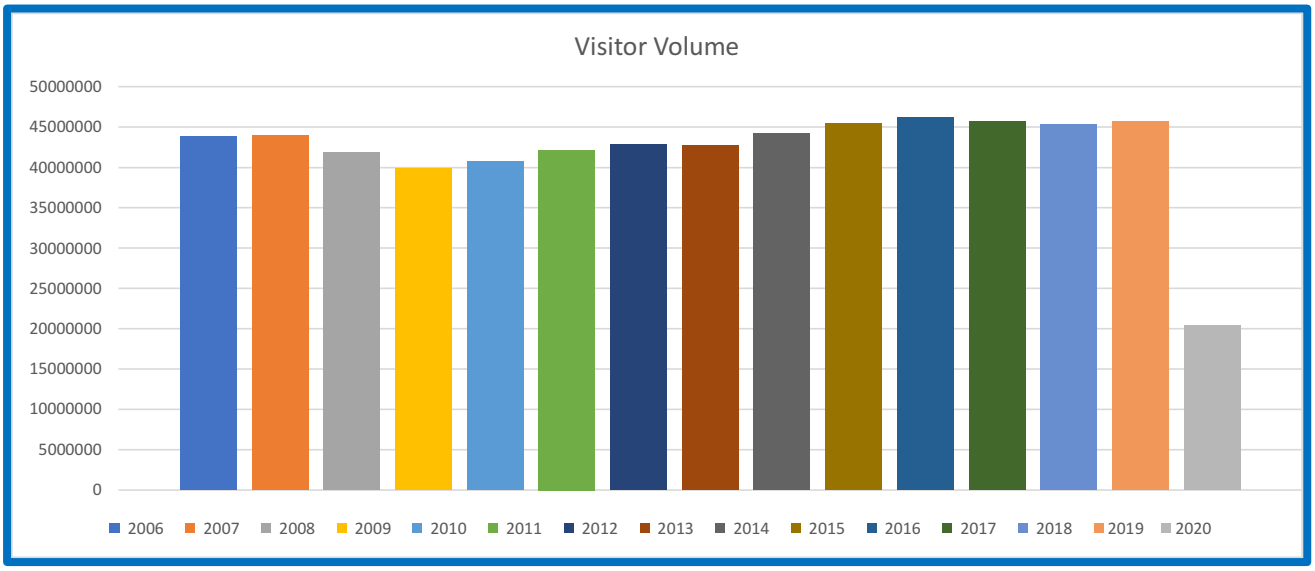

MAJOR STRIP AND OFF-STRIP DEVELOPMENT

There are several major projects totaling over $11 billion that are in various stages of development. The former Fontainbleau project, expected to contain 4,000 rooms and the $3 billion Resorts World Las Vegas, an Asian-themed casino with 3,000 rooms. The Fontainbleau project was recently purchased by the Koch Industries' real estate division along with Jeffrey Soffer's Florida-based company.

The first hotel built downtown in 40 years in the Fremont Street Experience is Circa Resort and Casino, adding 777 guest rooms, five restaurants and a two-level casino. It opened in October 2020 creating 1,500 new jobs in downtown.

Resort World opened in June 2021 and is the largest hotel/casino opening in Las Vegas in over a decade. It has a 59-story tower with three Hilton hotels, 3,506 rooms and 117,000 square feet of gaming space. At a cost of $4.3 billion, it is the most expensive property ever developed in Las Vegas.

Madison Square Gardens is developing a project known as the Sphere, a globe-shaped performance venue reaching 360 feet into the air behind the Sands Expo & Convention Center. This is a technological marvel that will host everything from gaming conventions to famous music artists. This is under construction and expected to open in 2023.

The Las Vegas Convention and Visitors Authority, on June 8, 2021, debuted an expansion of its convention center in order to host larger trade shows. The West Hall expansion is 600,000 SF and has unobstructed views to the Las Vegas Strip. Overall, the convention center has 12 million square feet of meeting space and is recognized as the No. 1 trade show destination in the country and one of the largest in the world.

One of most anticipated developments for locals and visitors to Las Vegas was the relocation of the Oakland Raiders to Las Vegas and the opening of their $1.9 billion, 65,000-seat Allegiant Stadium just a mile west of the Las Vegas Strip. Games and concerts have started in the new stadium with fans returning in the Summer of 2021.

The Clark County Commission greenlighted Durango Station, a 211-room hotel with an 83,178 square foot casino on South Durango Drive just south of the I-215 beltway. The project will break ground in phases with the first phase containing a 216-foot tall hotel tower, water features, parking, restaurants, race and sportsbook, convention center, pool area and event lawn. Station Casinos having broken ground in early 2022.

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The UnCommons, is a $400 million, large-scale mixed-use project on the southeast corner of Durango Drive and I-215 beltway. The UnCommons will feature office space, retail and apartments on 40 acres. The first phase is slated to open in late 2022.

These new projects are helping Las Vegas stay modern and relevant on a national and international basis. Hospitality is undergoing a swift recovery and the hotel and convention business is expected to be back to pre-pandemic levels by the end of 2022.

REAL ESTATE

Office Market

Office-using employment Office-using employment is rebounding along with the broader Las Vegas economy, spurring demand for office space. Leasing volume in 21Q2 reached one of its highest marks in the past decade as it eclipsed 1 million SF, roughly double the leasing volume in the same quarter of 2020.

Las Vegas also posted its best quarter of net absorption since the onset of the pandemic as more than 500,000 SF was occupied. This could represent a turning point for the local office market after back-to-back quarters of negative absorption totaling about 1 million SF from 20Q4-21Q1. Currently, the vacancy rate is 10.8%and remains near the historical average.

As many U.S. office markets continue to see downward pressure on rents, Las Vegas is posting gains of 4.6% versus the national average of 0.4%. Investment volume and pricing have also seen an uptick recently as investors and lenders grow more comfortable with the longer-term outlook of the local economy. Annual sales volume is now $975 million and cap rates are 7.4%, on average.

The potential for volatility will always be a risk factor. In addition to remote work trends, Las Vegas's reliance on tourist dollars ties the metro heavily to the fate of the larger economy. Future shutdowns, or even a perceived risk from coronavirus variants, could curb traveler enthusiasm and acutely impact local businesses in the near term.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	14,831,736	10.3%	$32.06	13.1%	(15,446)	0	614,048
3 Star	36,881,703	11.3%	$24.28	13.0%	16,096	0	308,263
1 & 2 Star	15,688,297	10.1%	$19.54	10.8%	(27,144)	0	0
Market	**67,401,736**	**10.8%**	**$24.95**	**12.5%**	**(26,494)**	**0**	**922,311**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-1.4%	14.1%	10.2%	18.7%	2010 Q3	6.9%	2005 Q3
Net Absorption SF	1.2M	782,758	922,299	2,700,251	2007 Q1	(949,276)	2010 Q3
Deliveries SF	211K	1,114,857	884,242	4,260,684	2007 Q4	95,006	2011 Q1
Rent Growth	4.6%	-0.2%	5.0%	6.2%	2018 Q3	-14.4%	2010 Q1
Sales Volume	$974M	$611.3M	N/A	$1.1B	2018 Q2	$87.5M	2009 Q4

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Retail Market

Las Vegas is regarded as the entertainment capital of the U.S. and one of its top tourist destinations, attracting millions of visitors annually. Casinos, hotels, and entertainment amenities are fully reopened and McCarran International Airport exceeded 4 million passengers in July, its highest level since the pandemic and only 1.5% below July 2019. The sharp drop in travel and tourism in 2020 severely affected retail and restaurant businesses, and although the delta variant poses a risk in the near term, mask mandates appear to be the sole measure taken by local governments at the current juncture.

The Las Vegas economy is closely tied to the national economy, as it relies heavily on the population's disposable income. When the economy is in a downswing, this is mirrored in Las Vegas, though its decline tends to be more drastic and recovery slower. That is certainly the case in terms of the labor market, as the job recovery trails the national average. However, unprecedented monetary and fiscal stimulus has softened the blow from the pandemic, and many retail tenants were in expansion mode in 2021.

Construction remains below the market's historical average, so the addition of new supply should only put modest upward pressure on vacancies. Recent demand trends are favorable given the strong population growth and in-migration in Las Vegas. As economic activity returns to pre-pandemic levels, vacancies are likely to stabilize with supply being a minimal factor.

Investment activity slowed in 2020 due to the acute impact on the local economy, but more deals were done in 2021. In fact, sales volume exceeds the prior year, although pricing has remained somewhat stagnant. Cap rates have also flattened out in the mid-6% range, on average.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	9,738,023	3.1%	$62.79	3.4%	(450)	0	0
Power Center	13,417,653	6.2%	$28.39	6.1%	22,700	0	0
Neighborhood Center	42,387,959	7.5%	$23.37	8.1%	(7,379)	0	31,600
Strip Center	10,968,455	6.6%	$22.17	7.2%	(25,511)	0	71,171
General Retail	38,395,601	4.0%	$26.33	5.3%	7,720	0	886,262
Other	3,087,562	5.1%	$33.08	5.2%	0	0	0
Market	**117,995,253**	**5.7%**	**$28.28**	**6.4%**	**(2,920)**	**0**	**989,033**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-0.9%	7.6%	5.4%	11.2%	2011 Q2	2.6%	2005 Q3
Net Absorption SF	1.5M	1,395,065	1,149,413	5,920,028	2007 Q4	(1,374,294)	2009 Q2
Deliveries SF	483K	1,735,156	1,260,835	6,966,846	2007 Q4	146,902	2013 Q1
Rent Growth	9.8%	-0.1%	4.8%	10.0%	2021 Q4	-10.8%	2010 Q1
Sales Volume	$2.3B	$1.2B	N/A	$4.6B	2016 Q4	$185.4M	2009 Q4

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Industrial Market

The Las Vegas industrial market draws demand not only from its own fast-growing population but also major markets in Southern California and adjacent states. Spillover demand has been driven by companies hailing from the Southern California region seeking more top-end space at an affordable price point. Local officials have been proactive in encouraging growth in the logistics industry as a way to diversify the local economy, particularly in North Las Vegas.

The vacancy rate compressed to all-time lows in 2021. Net absorption reached a record high. Although supply waves will continue for the foreseeable future, robust demand is projected to continue mitigating upward pressure on the vacancy rate. As in most markets, logistics-oriented warehouse and distribution properties comprise the bulk of the upcoming pipeline.

Rent growth noticeably decelerated in the throes of the pandemic, but that trend has reversed locally and nationally in 2021. Annual gains are on the upswing and currently register at 10.9%, with the forecast calling for strong gains to continue in the near term.

Investment activity was disrupted due to the coronavirus and the acute impact on Las Vegas' economy. From 20Q2-21Q3, quarterly sales volume increased in four consecutive quarters and climbed to a record high of nearly $750 million in 21Q3. Institutional investors continued to make big moves in Sin City, further confirmation of the bullish case for the local industrial market.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	113,053,991	2.4%	$10	4.4%	(161,720)	0	8,214,553
Specialized Industrial	19,843,854	2.5%	$12.58	2.5%	76,549	0	0
Flex	23,272,376	3.0%	$13.12	3.4%	(86,433)	0	0
Market	**156,170,221**	**2.5%**	**$10.75**	**4.0%**	**(171,604)**	**0**	**8,214,553**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-3.6%	7.8%	3.1%	14.1%	2011 Q1	2.4%	2021 Q4
Net Absorption SF	8.9M	3,531,255	5,396,179	9,278,297	2021 Q4	(4,069,207)	2010 Q1
Deliveries SF	3.5M	3,658,342	5,489,374	8,613,208	2007 Q2	63,574	2011 Q4
Rent Growth	10.9%	1.7%	4.7%	11.3%	2021 Q4	-13.3%	2010 Q1
Sales Volume	$2.6B	$625.4M	N/A	$2.6B	2021 Q4	$74.4M	2010 Q2

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ECONOMIC OUTLOOK CONCLUSION

The local economy is recovering since the COVID-19 pandemic. Vaccines are being distributed throughout the region although there appears to be some resistance preventing a fully vaccinated population. Omicron variant cases are increasing in early 2022. Southern Nevada is experiencing a steady recovery in hospitality with growing hotel occupancy and conventions planned for late 2021 and 2022. The local economy is experiencing a low supply of housing inventory with heavy demand. This has led to high housing price levels. In the commercial sectors, industrial warehousing continues to grow due to increased demand for distribution and logistics. Retail struggled through the pandemic but is now expanding in high growth neighborhoods. Positive rent growth and absorption is expected in future months. The office sector has lagged behind as employers are needing less space. Medical office is still in good demand. Overall, Southern Nevada is expected to experience continued population growth and a recovering hospitality sector.

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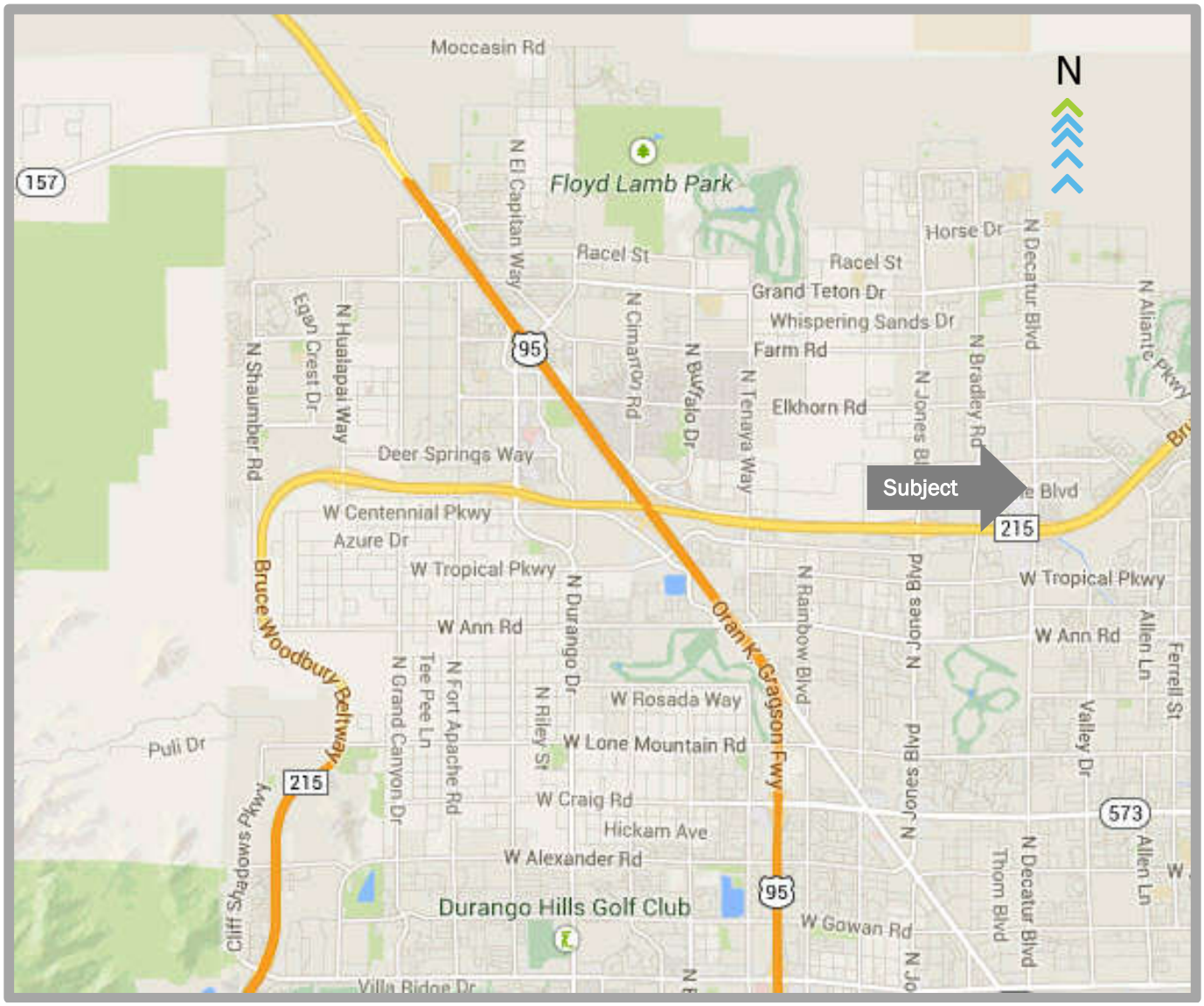
NEIGHBORHOOD MAP



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NEIGHBORHOOD DESCRIPTION

The subject property is located in the northwest area of Las Vegas, Nevada. The general boundaries of the subject neighborhood are BLM land to the north, Cheyenne Avenue to the south, Decatur Boulevard to the east and BLM Land (mountains) to the west. The neighborhood encompasses the northwest portion of the Las Vegas Valley. Major influences include local hotel/casinos, Floyd Lamb Park at Tule Springs, Centennial Hills Hospital, retail developments along I-215, Silverstone Golf Club, Painted Desert Golf Club, I-95, and the I-215 Beltway, and Kyle Canyon Road, which leads to Mount Charleston (a popular local and tourist destination). The area is in a growth stage due to its position in the far northwest area of the valley.

These and other factors will be discussed in greater detail within this section.

MAJOR LINKAGES AND ACCESSIBILITY

Major East/West Arterial Roads:	Elkhorn Road, Deer Springs Way, Ann Road, Craig Road, and Cheyenne Avenue
Major North/South Arterial Roads:	Fort Apache Road, Durango Drive, Buffalo Drive, Rainbow Boulevard, Jones Boulevard, and Decatur Boulevard
Major Northwest/Southwest Roads:	Rancho Drive

The major linkages described above are commercial thoroughfares with 3+ lanes of travel in each direction. Primary freeway access includes Highway 95 (north/south) and I-215 (east/west) running through the center of the neighborhood. These intersect each of the major arterial roads at various sections within the neighborhood. Traffic is moderate-to-heavy depending on the location and proximity to freeways. Access throughout the neighborhood is good.

LAND USES AND GROWTH PATTERNS

Land uses include a heterogeneous combination of retail, office and other commercial developments along major arterial roads. Residential development primarily consists of single-family development and exists within the infrastructure of the neighborhood on secondary streets and behind commercial uses. Some residential areas are listed under the RNP, Rural Neighborhood Preservation. Residential development primarily consists of mature single-family housing.

The southeast portion of the neighborhood includes mostly mature single-family housing along both sides of the I-95. Residential housing in this area was primarily developed in the 1970's and 1980's. Commercial developments are around major arterials.

Rancho Drive is a major arterial in the neighborhood. There are a wide variety of business that have located in this central corridor including fast food restaurant chains, big box retailers, casinos, gas stations, auto repair shops and used car lots, etc. This central corridor connects the northwestern and southwestern portions of the neighborhood.

Retail properties are primarily concentrated around major arterials and the I-95 and at major arterial roads intersecting the I-215 beltway such as Durango Drive, Ann Road, Jones Boulevard and Decatur Boulevard. Newer development is typically found in the northern part of the neighborhood. Most of the homes that were constructed since 2000 are of average to good quality. There is still an abundance of open land, leaving room for more growth as one approaches BLM land and Kyle Canyon Road to the north.

The area bound north of Alexander Road, south and east of the I-215 beltway is designated as a Rural Neighborhood Preservation District (RNP). This is a residential area (approximately three miles wide and three miles long) designated by Clark County to preserve the rural nature of this area at a density of one home per half-acre or greater. The homes in this

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area were mostly constructed by individual owners in the 1970s through the 2000s. There is still an abundance of vacant sites within this area.

MAJOR ECONOMIC INFLUENCES



Centennial Hills Hospital is a hospital located on Durango Road near Deer Springs Way. It is operated by Universal Health Services. It opened in 2008 with 177 beds and has 52,000 square feet of space for future expansion. The hospital has a surgical intensive care unit, maternity services, comprehensive women's center and a variety of medical amenities. There are will be two medical buildings located on campus. There is an abundance of residential and commercial space in the area surrounding Centennial Hills Hospital that serves the northwest area of Las Vegas and resides in the northern portion of the market area.



Santa Fe Station Casino which was constructed in 1990, is considered "locals" casino and is being marketed to the budget oriented local gambler. The hotel/casino is part of the Station Casinos group, which owns 10 casino/hotels in Las Vegas. The hotel features 60-lane bowling center, 13-screen movie theater, nightlife, over 2,700 slot and video poker machines, table games, an award-winning Bingo hall, Race & Sports Book and casual and fine dining establishments. The site resides near Rancho Drive in the northern corridor.



Floyd Lamb Park at Tule Springs was designated as a park in 1964. It is a 2,040 acre natural park made up of a series of four ponds stocked with fish. There are picnic areas, barbecues, scenic paths, sporting facilities and some wildlife. The Tule Springs Ranch is located within the park where visitors can learn some of the history. There are other smaller and local parks scattered throughout the neighborhood.

Office parks and retail centers are scattered throughout the neighborhood along various arterial corridors. There are also 3 Golf Clubs located in the neighborhood, located in the north, central and southern areas known as Silverstone Golf Club, Painted Desert Golf Club and Los Prados. Kyle Canyon Road Is located in the northern area which leads to Mount Charleston, a popular destination outdoor recreation consisting of hiking trails and a ski resort in the winter. The neighborhood is mostly mature, but there are construction projects taking place in the northern area.



Master-planned communities are prevalent in the northern areas of the neighborhood including Providence and Centennial Hills. Providence is located at the northwest section of the neighborhood north of I-215, south of Grand Teton Drive and west of Hualapai Way. There are over seven home builders that have completed small developments since 2005. Providence is considered one to the fastest growing master-planned communities in Las Vegas. Infrastructure includes professional landscaped roads and design standards, parks and schools. There are many other tract developments scattered throughout the neighborhood, with most new developments occurring north of I-215.

Major retail and commercial developments are primarily at major intersections along Hwy-95 and I-215. Some major retailers include a Wal-mart, retail centers and car dealerships located in the Centennial Hills Center west of Hwy-95 and south of I-215. There is a Target located northeast of the Hwy-95/I-215 intersection along with other retail shopping centers. The Best-of-the-West Shopping Center is located just east of Hwy-95 on Lake Mead Boulevard. It has a Best-Buy, Cost Plus, Barnes and Nobles and various retail and retail stores. Many other office and retail uses exist along major arterial roads such as Durango Drive, Craig Road, Cheyenne Avenue, Jones Boulevard and others.

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DEMOGRAPHIC STUDY

The demographic data for the 1-, 3-, and 5-mile radius surrounding the subject property is provided by ESRI. Relevant statistics include population growth, household units, household income and median home values. Present and future projections are illustrated in the following table:

LOCAL AREA DEMOGRAPHICS							
Descripton	**1.0 Mile**	**3.0 Miles**	**5.0 Miles**	**Descripton**	**1.0 Mile**	**3.0 Miles**	**5.0 Miles**
2010 Census Population	11,603	110,047	265,681	2021 Households by Income			
2021 Population	14,435	132,091	312,511	Household Income Base	5,237	44,740	106,774
2026 Population	15,897	143,031	340,077	<$15,000	326	2,244	6,330
Households				$15,000 - $24,999	273	1,951	5,312
2010 Households	4,218	37,587	91,210	$25,000 - $34,999	258	2,311	6,894
2021 Households	5,239	44,739	106,774	$35,000 - $49,999	459	4,652	13,355
2026 Households	5,772	48,364	115,955	$50,000 - $74,999	1,146	8,732	21,196
Change 2000-2021	24.2%	19.0%	17.1%	$75,000 - $99,999	904	6,806	17,221
Change 2021-2026 (Est.)	10.2%	8.1%	8.6%	$100,000 - $149,999	1,019	10,136	21,076
Housing Units (current year)				$150,000 - $199,999	586	4,556	8,759
Total Housing Units	5,239	44,739	106,774	$200,000+	266	3,352	6,631
Owner Occupied	3,563	35,273	76,323				
Renter Occupied	1,676	9,466	30,451	Average Household Size	2.76	2.95	2.92
Income (current year)				Median Age	36.1	37.5	36.3
Median Household Income	$78,246	$82,434	$75,313				
Average Household Income	$93,307	$100,492	$92,191	Per Capita Income	$33,788	$34,057	$31,526

**Source: ESRI*

In the table above, the 1-, 3- and 5-mile radius shows median household income at $75,313 to $82,434 with annual household growth of 8.1% to 10.2% projected over the next 5 years. While the household growth is consistent with the MSA, the income is well above the average, which is due to the age of the neighborhood and the number of newer or high-level homes that occupy the neighborhood.

CONCLUSION

The northwest is a growing part of Las Vegas as one travels north and west through the neighborhood around I-215. Mature housing exists on the south portions of the neighborhood primarily east of Hwy-95. An RNP district exists in the western area of the neighborhood and is mostly comprised of custom homes and vacant land. Some of the highest growth is occurring in the northwest area of the neighborhood north of I-215 beltway. Newer master-planned communities and commercial centers are now prevalent at various intersections. Land developers are actively purchasing raw land for future expansion along the I-215 beltway and in the areas north of existing development. Shopping, schools and employment centers are scattered throughout the area. I-215 beltway and Hwy-95 provides good access to developed neighborhoods in the central and south areas of Las Vegas. These factors will ensure that the northwest neighborhood will have a competitive business environment for years to come. Future growth in the northwest neighborhood is anticipated.

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SITE AERIAL PHOTO



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SITE ANALYSIS

The subject property is vacant land located on the northwest corner of Decatur Boulevard and Rome Boulevard in the northwest area of Las Vegas north of the I-215 beltway. It has a street address of 6635 N. Decatur Boulevard, Las Vegas, Nevada 89131. The site is surrounded by an assisted living facility, apartments, vacant land and a shopping center. The property is mapped as a 9.45 net acre site (estimated 11 gross acres). The site is raw, desert land with portions that are rough graded. It is mostly level, at street grade. Public utilities are in the fronting street. Off-sites are limited to paved frontage streets and street lights. The property is zoned R-E, Residence Estates District (low density). The Las Vegas Planning Department reported the site has a planned land use of Medium Density allowing a density of up to 25.49 units per acre. City officials have indicated that there is a deed restriction for affordable housing.

The subject site is economically influenced by its immediate surroundings. Adjacent land uses are illustrated in the table below:

ADJACENT LAND USES	
North	Assisted Living Facility, Apartments, Townhomes
South	Shopping Center, I-215 Beltway
East	Apartments, Single-Family Residences
West	Vacant Land, Single-Family Residences

The subject is on a busy commercial corridor in the northwest area of Las Vegas with high traffic counts. Adjacent land uses shown in the table above include a shopping center, assisted living facility, apartments, vacant land and single-family residences.

GENERAL SITE CHARACTERISTICS

Gross Land Area (Acres)	11.00
Gross Land Area (SF)	479,160
Net Land Area (Acres)	9.45 Acres
Net Land Area (SF)	411,642 Square Feet
Corner Influence	Soft Corner
Shape	Mostly Rectangular

The subject has a site size and shape that accommodates a variety of potential uses. It is on a soft corner. The property is identified as APN 125-24-701-041 and is mapped as a 9.45 net acre site. Residential land typically has density limits based on “gross” acreage to the center line of the fronting streets. Our estimate of 11 gross acres is based on our calculations of the site to the center line of Decatur Boulevard and Rome Boulevard.

LAND CONDITIONS

Topography	Mostly Level
Soil Conditions	Unknown/Assumed Adequate
Flood Zone	X
Flood Zone Map No.	32003C1765F
Flood Map Effective Date	November 16, 2011
Seismic Hazards	None indicated
Environmental Issues	See Comments

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The subject property is level, at street grade. It is within Flood Zone X, characterized as an area not prone to flooding and outside the 100-year flood plain.

STREET IMPROVEMENTS



Road Frontage	640 Ft. on Decatur Boulevard
Secondary Road Frontage	650 Ft. on Rome Boulevard
Finished Road Frontage	Yes
Number of Traffic Lanes	1-3 lanes in each direction
Finished Curbs/Sidewalks	No
Streetlight Signalization	No
Ingress/Egress	Good
Visibility	Average
Daily Traffic Count	23,600
Traffic Counter Location	Decatur / Deer Springs

Off-site improvements include paved frontage roads, sidewalks, curbs, gutters and adequate street lighting.

UTILITIES

Availability of Utilities	All utilities are available near the site
Electricity	NV Energy
Water	City of Las Vegas
Sewer	City of Las Vegas
Natural Gas	Southwest Gas
Trash	Republic Services
Telephone	CenturyLink

EASEMENTS/ENCROACHMENTS

Only typical utility easements are known to exist. This includes underground public utilities that are in the fronting streets. There is an above ground power line easement east of the site in the middle of Decatur Boulevard, but this does not appear to impact the subject site.

RECIPROCAL PARKING

The subject property does not have reciprocal agreements with adjacent landowners.

DEED RESTRICTIONS

The appraisers were not provided with a title report for the subject property. We are unaware of any public or private deed restrictions that limit the subject's current use other than the information provided by the City of Las Vegas. This includes zoning, planned land uses and a deed restriction for affordable housing. It is beyond the scope of this appraisal to discover and analyze any other restrictions. It is recommended that a title report be obtained to determine whether or not any restrictions exist to determine any potentially adverse impact on the property. Deed restrictions are legal matters and it is suggested that a title company, or attorney, be procured to uncover restrictive covenants before any financial decisions are made regarding the subject property.

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ZONING

The following table illustrates the zoning and legal considerations as they relate to the subject property. They have a direct impact on site utility and development potential.

ZONING AND LEGAL CONSIDERATIONS	
Zoning Code	R-E, Residence Estates District
Zoning Jurisdiction	City of Las Vegas
Zoning Description	The purpose of the R-E District is to provide for low density residential units located on large lots and conveying a rural environment. This District is consistent with the policies of the Desert Rural Density Residential category of the General Plan.
Master Plan Designation	M, Medium Density
Legal Conformity	The subject property is a legal and conforming use.

The appraisers are not experts in the interpretation and analysis of complex zoning ordinances. However, residential land uses are permitted on the site. Establishing the legal compliance to all zoning, master plan and overlay requirements is beyond the scope of this appraisal. We recommend that planning and zoning officers within the subject's local jurisdiction be contacted if further clarification is required.

The subject`s zoning is R-E, Residence Estates District, which allows a density of 2 units per acre. According to City of Las Vegas Planner Mark Rex (702) 229-6301, the planned land use of the site is M (Medium Density Residential) with an allowable density of 25.49 units per acre. We were also informed that there is a deed restriction for affordable housing. Investors pay a premium for residential land with higher density and the analysis presented in this report assumes that the site can be developed to the higher density based on the information provided by the planner.

SITE FUNCTIONALITY AND CONCLUSION

The subject is 11 gross acres (mapped as 9.45 net acres) of vacant land located on the northwest corner of Decatur Boulevard and Rome Boulevard in the northwest area of Las Vegas. Decatur Boulevard is an arterial road with high traffic counts and commercial and residential influences. Off-sites are limited to paved frontage roads and additional street widening, curbs, gutters and sidewalks will be needed. The site is mostly level and the development potential for this site is good. Public utilities are available to the site. The parcel is zoned R-E, Residence Estates District, under the jurisdiction of the City of Las Vegas with a planned land use of M, Medium Density Residential. The functionality of the site is favorable based on its proximity to I-215, commercial influences and growth in the neighborhood.

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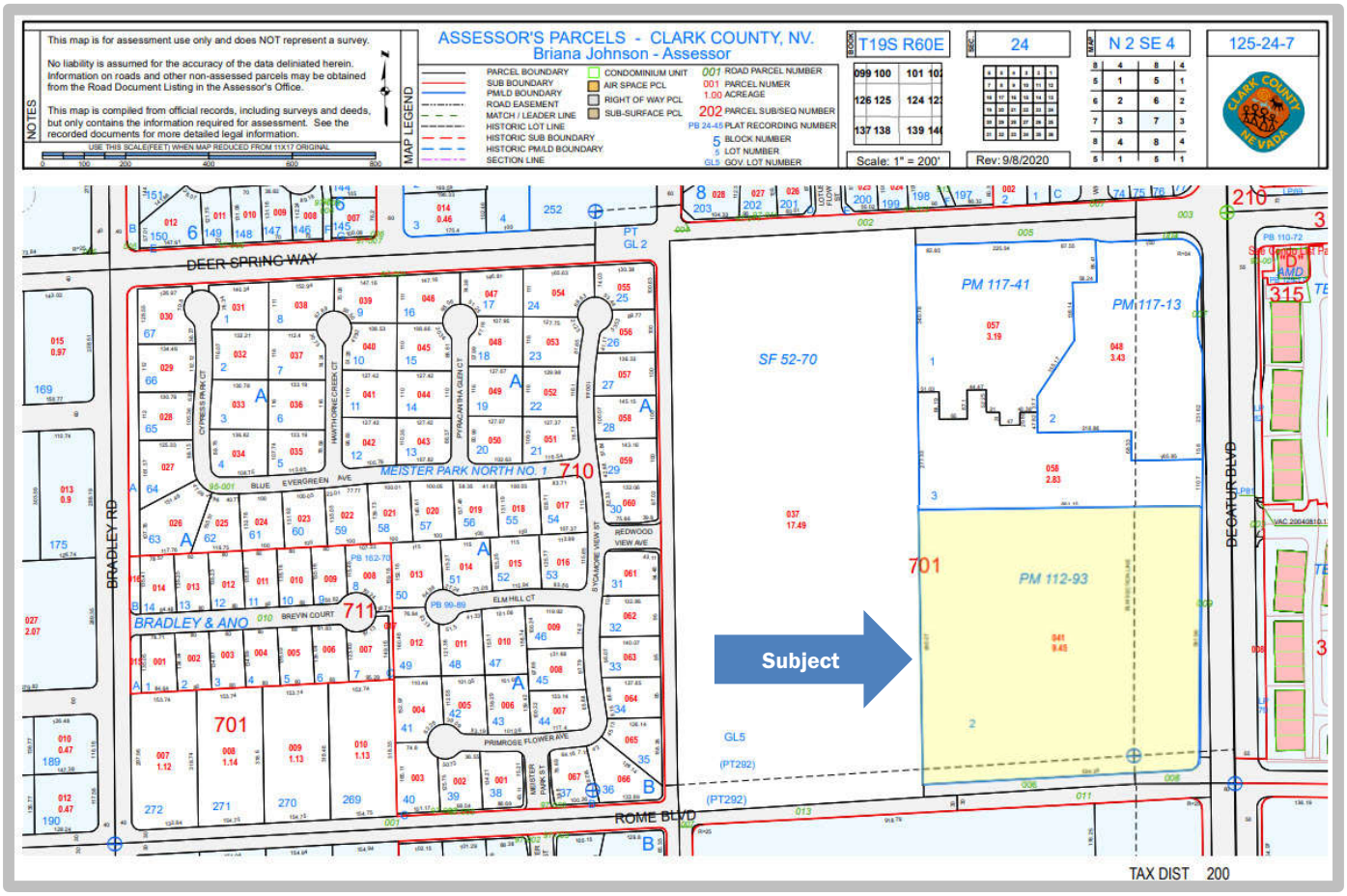
PARCEL MAP



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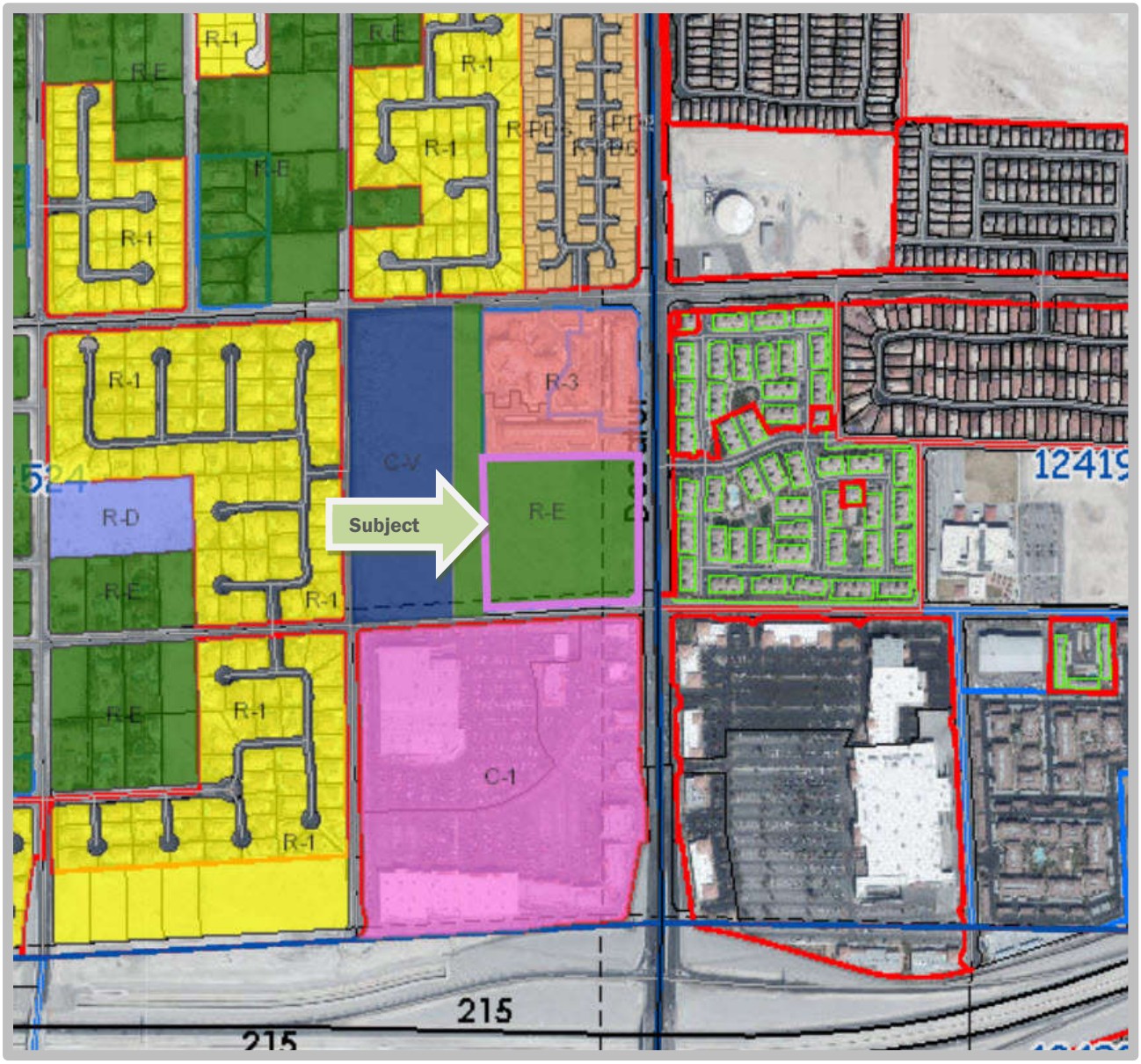
CURRENT ZONING MAP



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MARKET ANALYSIS

The following is the most recent Las Vegas Housing Market Letter (Vol. 411) produced by Home Builder's Research dated January 2022:

THE LAS VEGAS HOUSING MARKET LETTER

VOLUME 411

SOUTHERN NEVADA NEW HOME SUMMARY 2021 YOY

PERMITS	TRAFFIC	SALES	CANS	NET SALES
▲ 27%	▲ 12%	▲ 8%	▼ 37%	▲ 17%

NEW PROJECTS	CLOSINGS	MEDIAN $
▲ 5%	▲ 15%	▲ 10%

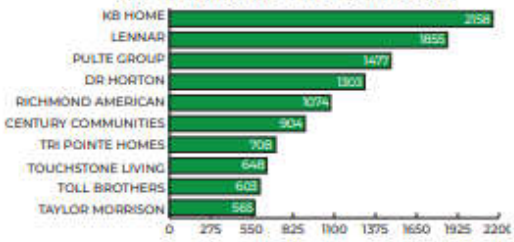
By the time you are reading this, you have undoubtedly already perused dozens of articles or newsletters discussing and commenting on the year that was 2021 in real estate both nationally and here in Southern Nevada. For our year-end issue we will leave most of the commentary and editorializing to those other outlets and get right in to presenting the numbers. Beginning with the graphic above, we see that all of our major indicators for the new home segment finished better than in 2020. Buyer traffic and gross sales (new contracts) showed relatively modest gains year-over-year which, given what happened in March/April 2020, shows just how active the second half of that year was. The steep decline in cancellations (again 'thanks' to what happened at the start of the pandemic), allowed for an impressive 17 percent increase in overall new home net sales (new contracts minus cancellations) according to our *Weekly Traffic & Sales Watch.*

The **total net sales figure for 2021 came in at 12,902**, the highest annual total since 2006 (20,589). Breaking that number down, we reported 971 net sales in December and 2,577 for the fourth quarter. As we touched on last month, December 2021 showed an increase of activity versus the previous two months, which is historically unusual as December typically provides the lowest monthly net sales total of the year.

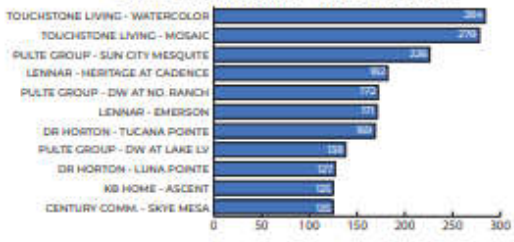
Builders opened 123 new communities in 2021 which brought just under 13,000 lots into the market. Those new projects reported just under 4,000 net sales led by *Watercolor by Touchstone Living* (284)

continued on page 3

TOP 10 BUILDERS - NET SALES 2021



TOP 10 SUBDIVISIONS - NET SALES 2021



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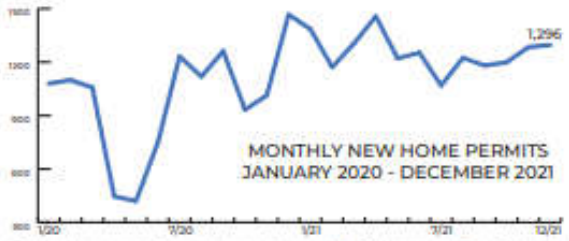
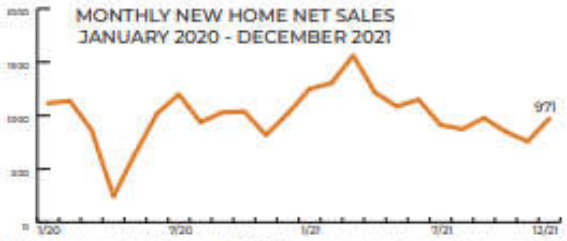
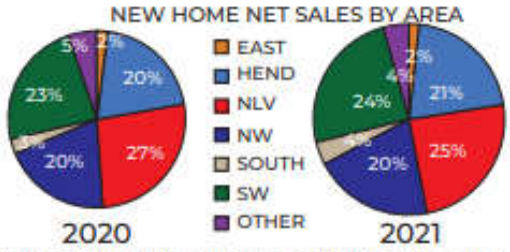


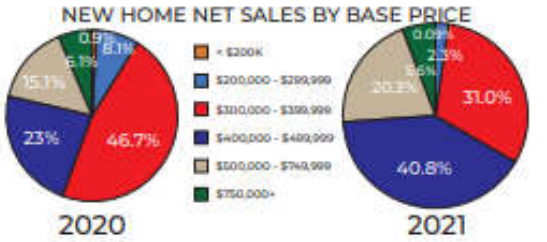
December was the strongest month in terms of residential building permit activity in 2021. Builders have pulled over 1,000 permits in 17 of the last 18 months as they continue to push to keep up with demand. It seems their ability to put homes into production is 'maxed out' given current conditions.



New home net sales ended 2021 on an upswing selling over 200 more homes than they did in November. Although it does differ occasionally (including the past 2 years), December is typically the lowest producing month of the year. 2022 has also started well, and looks to at least be on par with January 2020 and 2021.



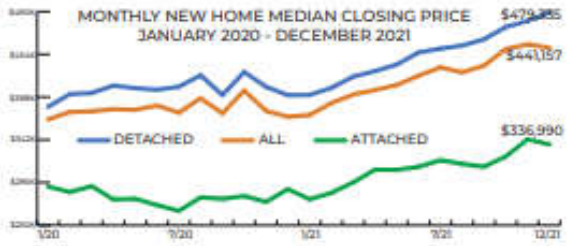
Our year-end graphs comparing sub-market areas for new home net sales shows the northwest, south, and southwest areas increasing market share by 1% each in 2021 while North Las Vegas and the outlying areas checked in slightly lower than in 2020 with Henderson remaining steady with 20% of sales.



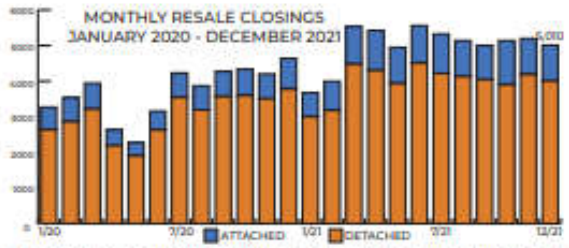
As we all know, home pricing are rising across the board despite an increase in the number of attached new home products being sold. In our year-end graph we see that communities with an average base asking price over $400,000 accounted for 61% of all new home sales.



December 2021 gave us the highest new home closings total of the year and the highest single month total since December 2007 (1,372). Attached product types also made a huge jump in market share accounting for 26.5% of new home closings in December, where around 20% has been the average.



The monthly new home median closing price continues to rise significantly compared with what we reported in 2019 and 2020. Since January 2021 ($368,668), the figure has jumped 20%. From January 2019 to December 2020, the monthly median price actually dropped by 2.5% as product types were changing.



The December resale closings total was the lowest of the 4th quarter but overall closing took a huge jump compared with 2020 as we can see from looking at the chart above. The "spring selling season" that began in March never really stopped with over 5,000 resale closings recorded by Clark County nine times this year.



The resale median closing price continues its steady climb. We can see the difference compared to the new home chart where closing price appreciation did not really "take off" until the start of 2021. The exception being the attached products where prices were relatively flat until the second quarter of this year.

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NEW HOME MONTHLY SNAPSHOT	
DECEMBER PERMITS:	
Total:	1,296
YoY Change:	-171 (-12%)
2021 Total:	15,046
YtD Change:	+3,170 (+27%)
DECEMBER CLOSINGS:	
Total:	1,162
YoY Change:	+23 (+2%)
2021 Total:	12,076
YtD Change:	+1,570 (+15%)
SFR Only:	854
YoY Change:	-82 (-9%)
2021 Total:	9,704
YtD Change:	+1,073 (+13%)
Attached Only:	308
YoY Change:	+108 (+54%)
2021 Total:	2,372
YtD Change:	+522 (+29%)
DEC. MEDIAN PRICE:	
All Prod. Types:	$441,157
YoY Change:	+20.3%
SFR Only:	$479,335
YoY Change:	+22.9%
Attached Only:	$336,990
YoY Change:	+16.7%
DEC. TOP SELLERS:	
KB HOME	129 NET SALES
TOUCHSTONE - MOSAIC	22 NET SALES

and *Skye Mesa from Century Communities* (125). As the chart at the bottom of page one shows, these two projects made the list of the top ten selling communities overall for 2021, with Watercolor leading the way. As has become very common over the last few years, the list of top selling subdivisions is dominated by attached product types (*Mosaic*, *Tucana Pointe*, *Ascent*) and age-restricted 55+ communities (*Sun City Mesquite*, *Heritage*, *Del Webb at North Ranch*, *Del Webb at Lake Las Vegas*). Watercolor and *Emerson from Lennar* feature a mix of attached and detached products.

The other chart on page one (in green) shows the top ten selling builders for the year, unsurprisingly led by *KB Home* with nearly 2,200 reported net sales across 59 communities. Note that the total for *Toll Brothers* does not include sales from *Storybook Homes*, which they acquired in August. Adding their 61 reported net sales from September through the end of the year would move Toll Brothers up one spot on the list.

According to our ***Las Vegas New Home Closings & Permits Report***, the **December 2021 building permit total of 1,296 was 12 percent lower than December 2020**. This brought the 2021 final total to 15,046 or **27 percent higher than in 2020**. We must again call back to 2006 (23,219) for the last time we have reported a total that high. Another fun fact, we have to go back one year farther to '05 for the last time that we reported over 1,000 permits for every month of the year. That streak currently sits at 14 months going back to the end of 2020.

We counted **1,162 new home closings in December 2021**. This was a **2 percent increase from December 2020**. The 2021 total finished at 12,076, or **15 percent higher than 2020**. This time we go back to 2007 (19,773) for the last annual total that was higher. There have now been 10 full years since the number of new home closings bottomed out in 2011 at 3,894. This year's total is an increase of 210 percent from that low point and an average increase of just under 13 percent per year.

There were **854 single-family detached (SFR) closings** in December, a 9 percent year-to-year decrease from December 2020. The 2021 total is 9,667 or **13 percent higher than 2020**. **Attached products closed 308 units**, a 54 percent increase from December 2020. The overall total for 2021 was 2,353 or **29 percent higher than 2020**. It is the sixth straight year that the number of attached new home closings has increased and the 308 monthly total for December was significantly higher than the previous high of 239 in September. It gave attached products a 27 percent share of all new home closings for the month, again by far the highest figure we have reported since at least 2013. As we have noted many times, the 20 percent market share number was somewhat of a milestone that the market has been

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RESALE MONTHLY SNAPSHOT	
DECEMBER CLOSINGS:	
Total:	5,010
YoY Change:	+376 (+8%)
2021 Total:	59,953
YtD Change:	+15,636 (+35%)
SFR Only:	4,006
YoY Change:	+228 (+20%)
2021 Total:	47,906
YtD Change:	+11,270 (+31%)
Attached Only:	1,004
YoY Change:	+145 (+17%)
2021 Total:	12,047
YtD Change:	+4,186 (+56%)
DEC. MEDIAN PRICE:	
All Prod. Types:	$383,000
YoY Change:	+22.2%
SFR Only:	$410,000
YoY Change:	+23.42%
Attached Only:	$222,000
YoY Change:	+25.25%

floating around for about two years so perhaps this is the beginning of another step up for that segment of the market. For a more in-depth break down of new home closings market share for 2021, we recommend our monthly ***Market Share Analysis*** report.

The median new home closing price for **all product types was $441,157 in December 2021**, a 20 percent increase from December 2020. The median new home closing price for **single family detached (SFR) products was $479,335** a 23 percent year-to-year increase from December 2020. For **attached product types**, the November 2021 new home **median closing price was $336,990,** or 17 percent higher than December 2020. As noted in the initial graphic on page one, the overall median new home closing price for *all* of 2021 came in 10 percent higher than in 2020 ($412,481 versus $374,995).

We counted **5,010 resale closings in December 2021, a year-to-year increase of 8 percent**. The 2021 total was 59,953, 35 percent higher than 2020. **Single-family detached (SFR) resale closings (4,006) were up 20 percent** year-over-year in December and finished 31 percent higher than in 2020. The December total for resale closings of **attached product types (1,004) was up 17 percent** year-over-year and was 56 percent higher than 2020 overall.

We are reporting an **overall resale median closing price of $383,000** for December 2021 **or 22 percent higher** than in December 2020. The **SFR resale median closing price was up 23 percent year-to-year at $410,000**. For attached products, the median resale closing price for December came in at **$222,000, a 25 percent increase from December 2020**.

These numbers bring our combined home closings total for 2021 to 72,029, 31 percent higher than 2020. Of these, new homes garnered a 17 percent market share, down from over 19 percent in 2020. The gap between the new and median resale closing price for all closings in 2021 was $62,481 compared to $77,995 in 2020.

Volume 333 of the ***Las Vegas Land Report*** for December 2021 will be distributed in the coming days so watch for a *blog post* to get caught up on the latest builder land purchases and a summary of 2021 activity.

Visit our website for access to all of our publications, and let us know how we can help with any customized reports or data sets.

Andrew Smith - President - Home Builders Research, Inc.

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HOUSING: LAS VEGAS REALTORS® REPORT

A report released in January 2022 by Las Vegas REALTORS® (LVR) shows 2021 was a record year for sales of existing homes in Southern Nevada, with more than 50,000 properties changing hands despite rapidly rising prices and a tight housing supply. LVR reported that the median price of existing single-family homes sold in Southern Nevada through its Multiple Listing Service (MLS) during December was $425,000. The median home price is up 23.2% from $345,000 one year ago. That tops the record high set in November.

The median price of local condos and townhomes sold in December was $242,000. That also breaks the all-time record set the previous month and is up 30.1% from $186,000 in December of 2020. LVR President Brandon Roberts, a longtime local REALTOR® whose one-year term as president began on Jan. 1, said the sales record is impressive given these unprecedented market conditions. “It’s remarkable, especially considering this record was set during a pandemic, when local home prices have never been higher and the housing supply has rarely if ever been lower,” Roberts said.

According to LVR, the total number of existing local homes, condos, townhomes and other residential properties sold in Southern Nevada during 2021 was 50,010. That was the first time the association reported more than 50,000 properties changing hands in a year and topped the previous record set in 2011 by nearly 2,000 sales. By comparison, LVR reported 41,155 total sales during 2020. The year ended with a shrinking local housing supply and with homes continuing to sell faster than during past years. The current sales pace equates to less than a one-month supply of properties available for sale, Roberts said.

By the end of December, LVR reported 2,251 single-family homes listed for sale without any sort of offer. That’s down 30.5% from the same time last year. The 387 condos and townhomes listed without offers in December represent a 66.4% decrease from one year earlier.

LVR reported a total of 4,005 existing local homes, condos and townhomes sold in December. Compared to one year ago, December sales were down 3.8% for homes, but up 4.4% for condos and townhomes. Roberts expects sales to stay strong in 2022 and agrees with national experts who have been forecasting “an unseasonably warm winter,” but likely a more stable year, for the housing market.

Luxury homes continue to outperform the overall market, with 2021 easily breaking the all-time record for sales of local homes priced over $1 million – more than doubling the number of such homes sold during 2020.

It has now been nearly a decade since the local housing market hit its post-recession bottom. Roberts noted the median single-family home price has now increased by more than $300,000 from its low point of $118,000 in January of 2012.

During December, LVR reported that 27.9% of all local property sales were purchased with cash. That’s up from 20.2% one year ago. While that percentage increased over the past year, it’s still below the March 2013 cash buyer peak of 59.5%.

Aided by government-imposed restrictions on evictions and foreclosures during the ongoing pandemic, the number of so-called distressed sales remains near historically low levels. LVR reported that short sales and foreclosures combined accounted for just 0.4% of all existing local property sales in December. That compares to 0.9% of all sales one year ago, 1.8% of all sales two years ago, 2.9% three years ago and 3.6% four years ago.

These LVR statistics include activity through the end of December 2021. LVR distributes statistics each month based on data collected through its MLS, which does not account for all newly constructed homes sold by local builders or homes for sale by owners. Other highlights include:

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- The total value of local real estate transactions tracked through the MLS during December was more than $1.6 billion for homes and more than $221 million for condos, high-rise condos and townhomes. Compared to one year ago, total sales values in December were up 9.2% for homes and up 38.5% for condos and townhomes.
- Homes have been selling faster than in previous years. In December, 90.2% of all existing local homes and 90.6% of all existing local condos and townhomes sold within 60 days. That compares to one year ago, when 84.3% of all existing local homes and 77.1% of all existing local condos and townhomes sold within 60 days.

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ASSESSMENT AND TAXATION

The State of Nevada operates on a fiscal basis. The fiscal year begins on July 1st and ends on June 30th of the following calendar year. Nevada Revised States requires that all property be valued every five years. This is based on the current land value, plus the replacement cost of the improvements, less depreciation. During non-reevaluation years, the values are updated to reflect the increased cost of construction. Depreciation is calculated at 1.5% per year up to a maximum of 75% over time. Should a property sell, the assessor does not give any consideration to the sales price for future assessments as the taxable value is derived by the cost approach. Year-to-year differences in values are typically due to changes in land prices and/or construction costs. Assessed values are based on a current conversion ratio of 35% of assessor's estimated market value as defined in NRS 361.225. Properties have a "computed taxable" value that cannot exceed the full cash value.

Clark County is divided into a number of tax districts. The tax rates for each of these districts are based on the appropriated budget for the continuous maintenance and upkeep of public facilities and services such as police, fire protection, parks and schools. Tax rates vary depending on the amount and type of services required for each district. Surveys consistently show districts in southern Nevada having among the lowest tax rates in the western United States, one factor in attracting new residents and businesses to the region. A property owner may appeal the taxable value once per year by providing an appraisal and other market data. As an appeal does not guarantee a change in valuation, the current and/or projected taxes provided by Clark County have been utilized in this analysis.

SUBJECT TAXES

The tax rate in the subject's area is $3.2782 per $100 of the assessed value. This rate is consistent with prior years in the subject's tax district. The tax calculations for the subject property are illustrated in the table below:

REAL ESTATE TAXES	
Parcel Number	125-24-701-041
Tax Year	**2021-22**
Taxable Value	
Land	$3,780,000
Improvements	$0
Other	$0
Total Taxable Value	**$3,780,000**
Assessed Value	
Land	$1,323,000
Improvements	$0
Other	$0
Total Assessed Value	**$1,323,000**
Multiplied by Tax Rate (per $100)	$3.2782
Taxes as Assessed	$43,371
Less Cap Reduction	0
Net Taxes	**$43,371**
Net Taxes per SF	$0.091
Past Due Taxes, Fees & Penalties	$0

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Based on information provided by the County Assessor, there are no unpaid taxes, fees or penalties associated with the subject property.

CONCLUSION

Based on the previous discussion, the subject property's taxes are considered reasonable. The subject property has been appraised free and clear of liens and encumbrances; however, no unpaid taxes, fees, or penalties were found. There are no known LIDs or SIDs associated with the property and it is not encumbered by bond debt.

The subject is owned by a government entity and is tax exempt.

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HIGHEST AND BEST USE

AS VACANT

LEGALLY PERMISSIBLE

Land uses are predicated upon the current zoning and master plan. The subject property is zoned R-E, Residence Estates District under the jurisdiction of the City of Las Vegas. The purpose of the R-E District is to provide for low density residential units located on large lots and conveying a rural environment. This District is consistent with the policies of the Desert Rural Density Residential category of the General Plan. According to one city planner, the master plan for the subject site is M (Medium Density Residential), which allows for a higher density of 25.49 units per acre and is non-conforming to the low-density R-E zoning. Land uses immediately north have R-3 zoning, which is a higher density residential zoning designation. There is an apartment complex under the jurisdiction of Clark County across the street to the east. Based on conversations with the city planner, existing master plan (M), and adjacent land uses, it is reasonably assumed that the site could be approved for high-density multi-family or apartment dwellings. Prices are significantly higher for high-density land. City officials have also indicated that there is a deed restriction for affordable housing. Affordable housing could also include higher-density uses. We are aware of one such non-profit group Nevada HAND that has paid market price to develop similar parcels of land for affordable housing.

PHYSICALLY POSSIBLE

Physical characteristics of the site that affect its possible uses include its location, size, shape, topography, street frontage and access, availability of utilities and easements/encroachments.

The subject is 11 gross acres (mapped as 9.45 net acres) of vacant land located on the northwest corner of Decatur Boulevard and Rome Boulevard in the northwest area of Las Vegas. Decatur Boulevard is an arterial road with high traffic counts and commercial and residential influences. Off-sites are limited to paved frontage roads and additional street widening, curbs, gutters and sidewalks will be needed. The site is mostly level and the development potential for this site is good. Public utilities are available to the site. The functionality of the site is favorable to large-scale multi-family or apartment development based on its proximity to I-215 and growth in the neighborhood.

Given the subject's physical characteristics and legally permitted uses only industrial uses are given further consideration.

FINANCIALLY FEASIBLE

Establishing financial feasibility is determined by analyzing building costs versus the supply and demand for the legally probable and physically possible uses of the site. Despite COVID-19, vacancy rates are declining and rental rates have been slowly rising. New development is occurring in various neighborhood throughout the market area. Prices are increasing for commercial properties over the past several years and market conditions are good with rising property values. The financially feasible use of the site is to develop it with a high-density residential project.

MAXIMALLY PRODUCTIVE

Most uncertainty due to Covid-19 is over and businesses have re-opened. There are pockets of new and planned construction in the market area. The maximally productive use of the site, and highest and best use as vacant, is to develop with a high-density residential use such as multi-family or apartments.

The most likely buyer is a developer.

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VALUATION METHODS

This section discusses the various approaches considered in the valuation of the subject property. All approaches are based on the principal of substitution. They are presented based on their relevance to the scope of work being performed and their support of the value indications set forth in this appraisal.

COST APPROACH

The cost approach is based on the concept that an informed buyer will pay no more for a property than the cost to produce a similar property with equivalent function and utility on a comparable site. This valuation technique is often used for feasibility testing for new or proposed development. The cost approach is also relevant to properties with specialized or unique improvements, where viable substitutes are not prevalent in the market. When presented, the land value is developed via the Sales Comparison Approach. The land value is then added to the replacement cost new of the improvements less depreciation.

The cost approach is not applicable to the valuation of vacant land without any proposed development on the site.

INCOME APPROACH

The income approach is used by investors who purchase properties based on their income generating ability. This approach establishes the appropriate market rent, vacancy, operating expenses and net operating income for the subject property. Two common techniques include direct capitalization method and the discounted cash flow model (DCF). The direct capitalization method capitalizes Year 1 income into a value indication. This is most commonly employed by appraisers due to the accuracy in establishing a single-year pro-forma and because market data is more easily supported. The DCF technique takes several years of forecasted income and discounts the cash flow back into a present value at a market rate. The DCF technique is more relevant in multi-tenant properties where the analysis of several years of cash flow would be analyzed by a long-term investor. It is less accurate due to the number of leasing assumptions and uncertainty in projecting several years of income and expenses.

The income approach is not being utilized by market participants in the valuation of vacant land.

SALES COMPARISON APPROACH

The sales comparison approach is based on the principal of substitution that a buyer will pay no more for one property than another in the market with similar physical and economic characteristics. In this approach, comparable sales are identified that are considered most similar to the subject property. They are compared to the subject property on a “per unit” basis (i.e. price-per-square-foot) and adjusted based on differences. When possible, adjustments are made based on quantitative analysis such as paired sales, regression or survey method. When quantitative analysis fails to produce an isolated adjustment, qualitative adjustments are presented and discussed. In active markets where many sales take place, the sales comparison approach can produce a reliable indication of market value.

There is adequate market data to develop a value estimate via the sales comparison approach and it reflects market behavior for this property type. We have analyzed the subject property and comparables on a price-per-square-foot basis.

VALUE CONCLUSIONS

A conclusion is presented at the end of the Land Valuation Section which summarizes our findings.

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LAND VALUATION

The characteristics that most strongly influence the subject property are its location, size and use. The subject property is in the northwest area of Las Vegas, contains 11.00 gross acres and the highest and best use is to hold for future development with a high-density residential use.

Residential land typically has density limits based on "gross" acreage to the center line of the fronting streets. Our estimate of 11 gross acres for the subject is based on our calculations of the site to the center lines of Decatur Boulevard and Rome Boulevard. The gross acreage for the sale comparables used in this analysis are similarly calculated.

METHOD EMPLOYED

The comparables provided in this report exhibit physical and economic characteristics that are deemed most similar to the subject property in our search for similar land sales and listings. We emphasized land sales that will be developed with high-density residential. We have analyzed the subject property and comparables on a price-per-square foot basis, which is most common among market participants for this property type.

LAND COMPARABLES

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5
Property Name	Decatur Boulevard Land	Oquendo Road Land	Las Palmas Entrada Land	Via Centro Land	Wigwam Avenue Land	NEC Decatur and Pyle
Land Area (Acres)	9.45 Ac.	4.77 Ac.	4.03 Ac.	11.46 Ac.	4.76 Ac.	7.26 Ac.
Land Area (SF)	411,642 SF	207,781 SF	175,547 SF	499,198 SF	207,346 SF	316,246 SF
Gross Land Area (Acres)	11.00 Ac.	5.00 Ac.	5.00 Ac.	12.50 Ac.	5.00 Ac.	8.75 Ac.
Gross Land Area (SF)	479,160 SF	217,800 SF	217,800 SF	544,500 SF	217,800 SF	381,150 SF
Address	6635 N. Decatur	9170 W. Oquendo	Unassigned	Unassigned	Unassigned	Unassigned
City/Municipality	Las Vegas	Las Vegas	Henderson	Henderson	Las Vegas	Las Vegas
Sale Price	N/A	$4,450,838	$3,395,000	$9,454,500	$5,150,000	$7,769,071
Date of Sale	N/A	2/24/2021	10/18/2021	11/12/2021	12/1/2021	12/23/2021
Price per SF (gross)	N/A	$20.44	$15.59	$17.36	$23.65	$20.38
Price per Acre (gross)	N/A	$890,168	$679,000	$756,360	$1,030,000	$887,894
Prop. Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Grantor		Blackstone Land Development LLC	Durango Square LLC	KB Home Nevada Inc	Khusrow Roohani, T'ee	Pyle Decatur LLC
Grantee		CRP/Sparrow Capital Partners, LLC	GSN Las Palmas LP	LV Via Centro LLC	AMHNV10 Development, LLC	Hand Property Holding Company
Doc. Number		2019101801962	2021101801521	202111240271	2021120101503	2021122302804
Shape	Mostly Rectangular	Rectangular	Rectangular	Irregular	Rectangular	Irregular, yet
Topography	Level	Level to Rolling	Level to Rolling	Level to Rolling	Level to Rolling	Level to Rolling
Access	Average	Average	Average	Average	Average	Average
Zoning Code	R-E, Residence Estates District	Approved R-4, High Density Residential	CN, Approved RH-24	PC, Planned Community	R-3, Multi-Family Residential	Approved R-5, Apartment Residential District
Verified By	Inspection, Client	Broker, CoStar, Public Records	Seller, CoStar, Public Records	Broker, CoStar, Public Records	Broker, CoStar, Public Records	Broker, CoStar, Public Records

*Full Land Sale Abstracts are in the addendum of this report.

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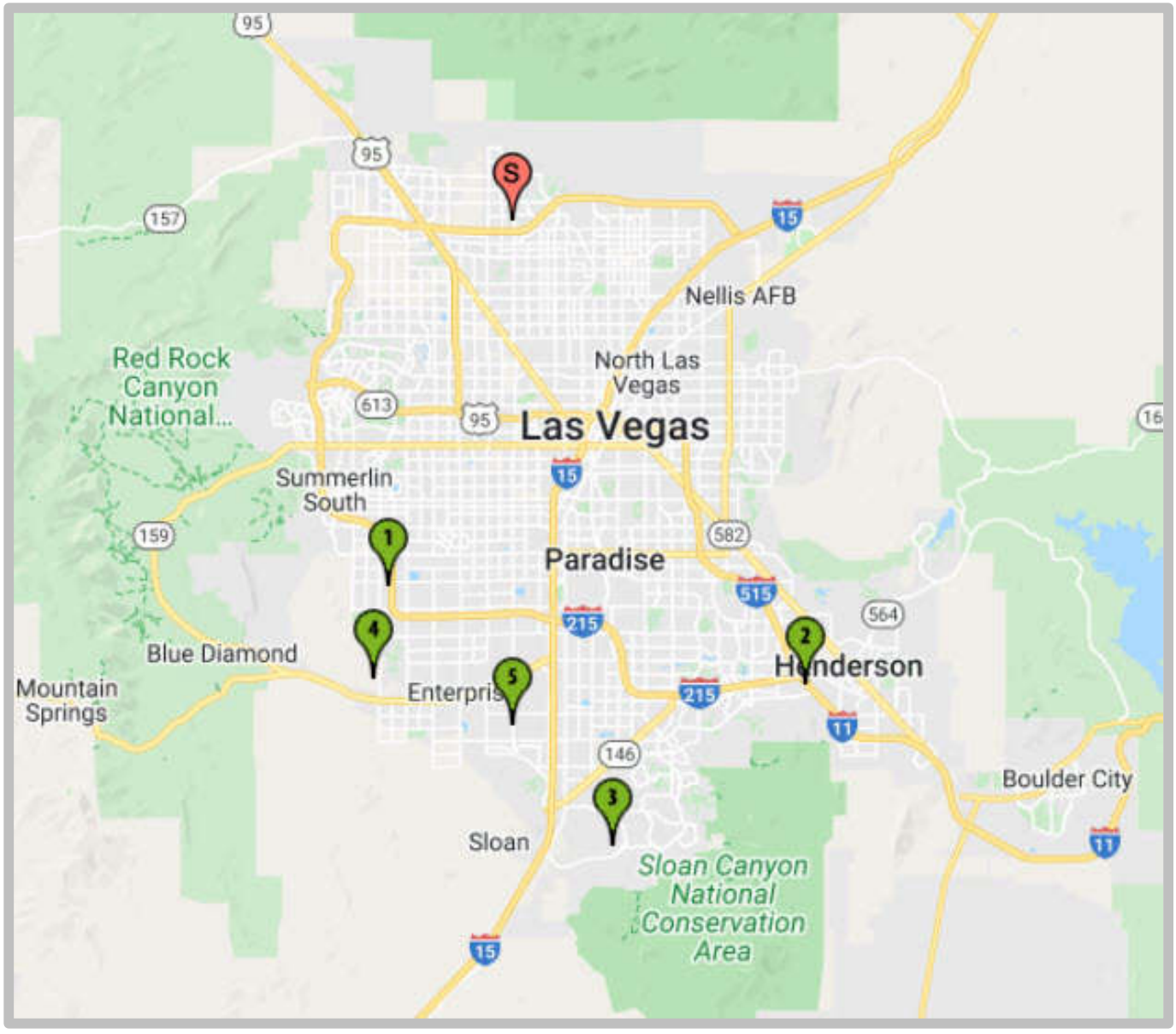
SUBJECT AND COMPARABLE MAP



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LAND COMPARABLE ANALYSIS

The land comparables have been adjusted for a variety of features. Transactional adjustments include property rights, terms/financing, conditions of sale, expenditures after purchase and time/market conditions. Physical and economic characteristics include location, size, shape, topography, off-sites/on-sites/utilities and zoning/use. When possible, adjustments are made based on quantitative analysis such as paired sales, regression or survey method. When quantitative analysis fails to produce an isolated adjustment, qualitative adjustments are presented and discussed.

LAND COMP NO. 1

This is the sale of vacant land located at 9170 W. Oquendo Road in the southwest area of Las Vegas. The property is mapped as a 4.77 acre site and has approximately 5.0 gross acres after including portions of the street to the center line. It sold on February 24, 2021 for $4,450,838, or $20.44 per SF (gross). The site is raw land with desert topography. It has partial off-sites including paved street frontage but will need additional street widening, curbs and sidewalks. Public utilities are in the fronting street. The site is zoned R-E, Rural Estates Residential (low-density) but is approved for R-4, High Density Residential zoning and apartments are under development at this location.

Land Comp No. 1 is in the southwest are of Las Vegas. This area has several new developments in the construction and planning stages. The price of residential land is higher in this area and we made a downward adjustment of 10% for location.

LAND COMP NO. 2

This is the sale of vacant land located on the east side of Las Palmas Entrada Avenue in Henderson, Nevada. The property is mapped with 4.03 net acres and has approximately 5 gross acres after including the dedicated fronting street to the center line. It sold on October 18, 2021 for $3,395,000, or $15.59 per SF (gross). The site is raw land with desert topography. The site has an irregular shape and not all of land is functional. It has partial off-sites including paved street frontage but will need additional curbs and sidewalks. Public utilities are in the fronting street. The site is zoned CN, Neighborhood Commercial but is also reported to have a zoning of RH-24, which allows for high density residential or multi-family development.

Land Comp No. 2 is mostly functional but it has a portion that is long and narrow on the west side that cannot be developed. We made an upward adjustment of 20% for shape of site.

LAND COMP NO. 3

This is the sale of vacant land located on the east side of Via Centro in the Inspirada community of Henderson, Nevada. The property is mapped with 11.46 net acres and has approximately 12.50 gross acres after including the dedicated fronting street to the center line. It sold on November 12, 2021 for $9,454,500, or $17.36 per SF (gross). The site is raw land with desert topography. The site has an irregular yet functional shape. It has no off-sites and paved roads, curbs, sidewalks and street lights will be needed. Public utilities are in the fronting street. The site is zoned PC, Planned Community and it is reported that the buyer has plans for a multi-family development.

Land Comp No. 3 will require street extensions and off-site improvements. We made an upward adjustment of 10% for these factors.

LAND COMP NO. 4

This is the sale of vacant land located on the south side of Wigwam Avenue west of Fort Apache Road in the southwest area of Las Vegas. The property has 5.0 gross acres and will have approximately 4.76 net acres after the fronting street is mapped with a dedicated street. It sold on December 1, 2021 for $5,150,000, or $23.65 per SF (gross). The site is raw

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land with desert topography. It has partial off-sites including paved street frontage but will need additional curbs and sidewalks. Public utilities are in the fronting street. The site is zoned R-3, Multiple-Family Residential with a planned land use of MN, Mid-Intensity Suburban Neighborhood and apartments are being considered for this location.

Land Comp No. 4 is in the southwest are of Las Vegas. This area has several new developments in the construction and planning stages. The price of residential land is higher in this area and we made a downward adjustment of 10% for location.

LAND COMP NO. 5

This is the sale of vacant land located at the northeast corner of Decatur Boulevard and Pyle Avenue in the southwest area of Las Vegas. The property is mapped as a 7.26 acre site and has approximately 8.75 gross acres after including portions of the street to the center line. It sold on December 23, 2021 for $7,769,071, or $20.38 per SF (gross). The site is raw land with desert topography. It has partial off-sites including some paved street frontage but will need additional street widening, curbs and sidewalks. Public utilities are in the fronting street. The site is zoned R-E, Rural Estates Residential (low-density) with a planned land use of BE, Business Employment but is approved for R-5, Apartment Residential District zoning. The buyer is a company that will develop the site with affordable, multi-family housing.

Land Comp No. 5 is in the southwest are of Las Vegas. This area has several new developments in the construction and planning stages. The price of residential land is higher in this area and we made a downward adjustment of 10% for location. It has partial off-sites, but additional street extensions and off-sites will be needed and we made an upward adjustment of 5%.

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COMPARABLE SALE ADJUSTMENTS

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5
Property Name	Decatur Boulevard Land	Oquendo Road Land	Las Palmas Entrada Land	Via Centro Land	Wigwam Avenue Land	NEC Decatur and Pyle
City	Las Vegas	Las Vegas	Henderson	Henderson	Las Vegas	Las Vegas
Land Area (Acres)	9.45	4.77	4.03	11.46	4.76	7.26
Land Area (SF)	411,642	207,781	175,547	499,198	207,346	316,246
Sale Price	N/A	$4,450,838	$3,395,000	$9,454,500	$5,150,000	$7,769,071
Sale Date	N/A	2/24/2021	10/18/2021	11/12/2021	12/1/2021	12/23/2021
Price per Acre	N/A	$890,168	$679,000	$756,360	$1,030,000	$887,894
Price per SF (gross)	N/A	$20.44	$15.59	$17.36	$23.65	$20.38
TRANSACTIONAL ADJUSTMENTS						
Property Rights		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Adjusted Price/SF		$20.44	$15.59	$17.36	$23.65	$20.38
Terms/Financing		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Adjusted Price/SF		$20.44	$15.59	$17.36	$23.65	$20.38
Condition of Sale		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Adjusted Price/SF		$20.44	$15.59	$17.36	$23.65	$20.38
Expenditures After Purchase		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Adjusted Price/SF		$20.44	$15.59	$17.36	$23.65	$20.38
Time/Market Conditions		Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%
Time Adjusted Price/SF		**$20.44**	**$15.59**	**$17.36**	**$23.65**	**$20.38**
PHYSICAL AND ECONOMIC CHARACTERISTICS						
Location		Superior	Similar	Similar	Superior	Superior
% Adjustment		-10.00%	0.00%	0.00%	-10.00%	-10.00%
Size		Similar	Similar	Similar	Similar	Similar
% Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%
Shape of Site		Similar	Inferior	Similar	Similar	Similar
% Adjustment		0.00%	20.00%	0.00%	0.00%	0.00%
Topography of Site		Similar	Similar	Similar	Similar	Similar
% Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%
Off-Sites/On-Sites/Utilities		Similar	Similar	Inferior	Similar	Inferior
% Adjustment		0.00%	0.00%	10.00%	0.00%	5.00%
Zoning/Use		Similar	Similar	Similar	Similar	Similar
% Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%
Total Physical & Economic Adjustments		**-10.00%**	**20.00%**	**10.00%**	**-10.00%**	**-5.00%**
TOTAL ADJUSTMENTS $		**$18.40**	**$18.71**	**$19.10**	**$21.29**	**$19.36**

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CONCLUSION

The subject property has been analyzed utilizing 5 sales. The pre-adjusted range is $15.59 to $23.65 per square foot. After adjustments, the range narrows to $18.40 to $21.29 per square foot with an average of $19.37. Least weight was given to Land Comp No. 4 as it is an outlier at the top of the range. The remaining comparables adjusted to $18.40 to $19.36 per SF (average of $18.89 per SF) and are better indicators of value. Adjustments were made for factors such as location and off-sites. Despite differences in size, no adjustments were warranted based on economies of scale. The price of housing has escalated and there are many tracts of land being purchased for immediate development by local and national home builders. We conclude to a value of $19.00 per SF.

Our calculations are illustrated in the following table:

LAND SALES COMPARISON APPROACH SUMMARY	
Adjusted Land Price per SF - High	$21.29
Adjusted Land Price per SF - Low	$18.40
Average Land Price per SF	$19.37
Subject Land Area (SF)	479,160 SF
x Concluded Unit Value ($/SF)	$19.00
Subtotal	$9,104,040
Fair Market Value (Rd)	**$9,100,000**

The calculations in the table above are based on the subject's gross size of 11 acres, or 479,160 SF. On a net basis, the property is mapped as 9.45 acres (411,642 SF) and the value opinion of $9,100,000 correlates to $22.11 per SF.

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APPRAISER CERTIFICATION

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. Matthew Buxton, MAI, SRA made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the people signing this certification.
10. Matthew Buxton, MAI, SRA performed ONE other service as an appraiser within the three year period immediately preceding the date of acceptance of this assignment.
11. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Matthew Buxton, MAI, SRA has completed the continuing education program of the Appraisal Institute.



Matthew Buxton, MAI, SRA
Principal
Southwest Property Consultants
Certified General Real Estate Appraiser
State of Nevada Certificate No. A.0007839-CG
Expiration Date: June 30, 2022

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ASSUMPTIONS AND LIMITING CONDITIONS

1. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Southwest Property Consultants is not aware of any title defects nor has it been advised of any unless such is specifically noted in the report. However, Southwest Property Consultants has not examined title and makes no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title have not been reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject's title should be sought from a qualified title company that issues or insures title to real property.

2. Unless otherwise specifically noted in the body of this report, it is assumed: that the existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. Southwest Property Consultants professionals are not engineers and are not competent to judge matters of an engineering nature. Southwest Property Consultants has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. Unless otherwise specifically noted in the body of the report: no problems were brought to the attention of Southwest Property Consultants by ownership or management; Southwest Property Consultants inspected less than 100% of the entire interior and exterior portions of the improvements; and Southwest Property Consultants was not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if negative findings are reported by engineering consultants, Southwest Property Consultants reserves the right to amend the appraisal conclusions reported herein.

3. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property was not observed by the appraisers. Southwest Property Consultants has no knowledge of the existence of such materials on or in the property. Southwest Property Consultants, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The Client is urged to retain an expert in this field, if desired.

   Southwest Property Consultants has inspected, as thoroughly as possible by observation, the land; however, it was impossible to personally inspect conditions beneath the soil. Therefore, no representation is made as to these matters unless specifically considered in the appraisal.

4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the report unless otherwise stated. Any existing or proposed improvements, on or off-site, as well as any alterations or repairs considered, are assumed to be completed in a workmanlike manner according to standard practices based upon the information submitted to Southwest Property Consultants. This report may be subject to amendment upon re-inspection of the subject subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.

5. It is assumed that all factual data furnished by the Client, property owner, owner's representative, or persons designated by the Client or owner to supply said data are accurate and correct unless otherwise specifically noted in the appraisal report. Unless otherwise specifically noted in the appraisal report, Southwest Property Consultants has no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, Southwest Property Consultants reserves the right to amend conclusions reported if made aware of any such error. Accordingly, the Client should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify Southwest Property Consultants of any questions or errors.

6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions that occur subsequent to the date of the appraisal. However, Southwest Property Consultants will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the subject.

7. Southwest Property Consultants assumes no private deed restrictions, limiting the use of the subject in any way.

8. Unless otherwise noted in the body of the report, it is assumed that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they be gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.

9. Southwest Property Consultants is not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.

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10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.

11. Any cash flows included in the analysis are forecasts of estimated future operating characteristics are predicated on the information and assumptions contained within the report. Any projections of income, expenses and economic conditions utilized in this report are not predictions of the future. Rather, they are estimates of current market expectations of future income and expenses. The achievement of the financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may vary from the projections considered herein. Southwest Property Consultants does not warrant these forecasts will occur. Projections may be affected by circumstances beyond the current realm of knowledge or control of Southwest Property Consultants.

12. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation of Southwest Property Consultants to buy, sell, or hold the properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.

13. Unless otherwise noted in the body of this report, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.

14. This study may not be duplicated in whole or in part without the specific written consent of Southwest Property Consultants nor may this report or copies hereof be transmitted to third parties without said consent, which consent Southwest Property Consultants reserves the right to deny. Exempt from this restriction is duplication for the internal use of the Client-addressee and/or transmission to attorneys, accountants, or advisors of the Client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without the express written consent of Southwest Property Consultants which consent Southwest Property Consultants reserves the right to deny. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a “sale” or “offer for sale” of any “security”, as such terms are defined and used in the Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. Southwest Property Consultants shall have no accountability or responsibility to any such third party.

15. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.

16. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.

17. The maps, plats, sketches, graphs, photographs and exhibits included in this report are for illustration purposes only and are to be utilized only to assist in visualizing matters discussed within this report. Except as specifically stated, data relative to size or area of the subject and comparable properties has been obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.

18. No opinion is intended to be expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis has been made known to Southwest Property Consultants unless otherwise stated within the body of this report. If the consultant has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. Southwest Property Consultants assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

19. Acceptance and/or use of this report constitutes full acceptance of the Contingent and Limiting Conditions and special assumptions set forth in this report. It is the responsibility of the Client, or Client’s designees, to read in full, comprehend and thus become aware of the aforementioned contingencies and limiting conditions. Neither the Appraiser nor Southwest Property Consultants assumes responsibility for any situation arising out of the Client’s failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.

20. Southwest Property Consultants assumes that the subject analyzed herein will be under prudent and competent management and ownership; neither inefficient nor super-efficient.

21. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

22. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed to be correct. It is further assumed that no encroachments to the realty exist.

23. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, Southwest Property Consultants has not made a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect on the value estimated herein. Since Southwest Property Consultants

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has no specific information relating to this issue, nor is Southwest Property Consultants qualified to make such an assessment, the effect of any possible non-compliance with the requirements of the ADA was not considered in estimating the value of the subject.

24. Client shall not indemnify Appraiser or hold Appraiser harmless unless and only to the extent that the Client misrepresents, distorts, or provides incomplete or inaccurate appraisal results to others, which acts of the Client proximately result in damage to Appraiser. The Client shall indemnify and hold Appraiser harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the appraisal report to any third party. In the event of any litigation between the parties, the prevailing party to such litigation shall be entitled to recover from the other reasonable attorney fees and costs.

25. The report is for the sole use of the Client; however, Client may provide only complete, final copies of the appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Appraiser is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow an appraisal report prepared by Southwest Property Consultants or portions of such report, to become part of or be referenced in any public offering, the granting of such consent will be at our sole discretion and, if given, will be on condition that we will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to us, by a party satisfactory to us. We do consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

26. Provision of an Insurable Value by the appraiser does not change the intended use or user of the appraisal. The appraiser assumes no liability for the Insurable Value estimate provided and does not guarantee that any estimate or opinion will result in the subject being fully insured for any possible loss that may be sustained. The appraiser recommends that an insurance professional be consulted. The Insurable Value estimate may not be a reliable indication of the replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to the changing building codes and governmental regulations and requirements

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DEFINITIONS

The following definitions are derived from The Dictionary of Real Estate Appraisal, Fifth Edition, published by the Appraisal Institute.

- Absorption Period: The actual or expected period required from the time a property, group of properties, or commodity is initially offered for lease, purchase, or use by its eventual users until all portions have been sold or stabilized occupancy has been achieved.
- Absorption Rate: The rate at which properties for sale or lease have been or are expected to be successfully marketed, sold, or leased in a given area over a duration of time.
- Ad Valorem Tax: A tax levied in proportion to the value of the thing(s) being taxes; generally refers only to property taxes, although technically the term is applicable to income taxes, ad valorem tariffs, special property taxes, etc. Exclusive of exemptions, use value assessment provisions, and the like, the property tax is an ad valorem tax. (IAAO)
- Assessed Value: The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.
- Cash Equivalency: An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash.
- Contract Rent: The actual rental income specified in a lease.
- Disposition Value: The most probable price that a specified interest in real property should bring under all of the following conditions: 1) Consummation of a sale will occur within a future exposure time specified by the client; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under compulsion to sell; 5) The buyer is typically motivated; 6) Both parties are acting in what they consider their best interests; 7) An adequate marketing effort will be made during the exposure time specified by the client; 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- Effective Rent: The rental rate net of financial concessions such as periods of no rent during the lease term and above- or below-market tenant improvements.
- Excess Land: Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued separately.
- Excess Rent: The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized at a higher rate in the income capitalization approach.
- Exposure Time: 1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.
- Extraordinary Assumption: An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP 2010-2011 ed.)
- Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

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- Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.
- Fractional Vacancy: The amount of vacant space need in a market for its orderly operation. In a stabilized market, where supply and demand are in balance, fractional vacancy allows for move-in and move-outs. In markets for income-producing property, fractional vacancy measures the lost rental income as leases roll over and expire.
- Full Service Lease: See gross lease.
- General Vacancy: A method of calculating any remaining vacancy and collection loss considerations when using discounted cash flow (DCF) analysis, where turnover vacancy has been used as part of the income estimate. The combined effects of turnover vacancy and general vacancy relate to total vacancy and collection loss.
- Going Concern Value: 1) The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern. 2) The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable.
- Gross Building Area (GBA): The total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.
- Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.
- Hypothetical Condition: That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.)
- Investment Value: The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
- Land-to-Building Ratio: The proportion of land area to gross building area; one of the factors determining comparability of properties.
- Lease: A contract in which the rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.
- Leased Fee Interest: A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord relationship.
- Leasehold Interest: The tenant's possessory interest created by a lease.
- Lessee: One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement.
- Lessor: One who conveys the rights of occupancy and use to others under a lease agreement.
- Liquidation Value: The most probable price which a specified interest in real property should bring under all of the following conditions: 1) Consummation of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer is acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated; 6) Both parties are acting in what they considers to be their best interests; 7) A normal marketing effort is not possible due to the brief exposure time; 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- Market Rent: The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement, including permitted uses, use restrictions, expense obligations, concessions, renewal and purchase options, and tenant improvements (TIs).

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- Market Value: See body of report for market value definition used in this appraisal.
- Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)
- Net Lease: A lease in which the landlord passes on all expenses to the tenant.
- Net Net Net Lease: A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease or fully net lease.
- Occupancy Rate: 1) The relationship or ratio between the income received from the rented units in a property and the income that would be received if all the units were occupied. 2) The ratio of occupied space to total rentable space in the building.
- Overage Rent The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakpoint sales volume
- Prospective Opinion of Value: A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or stabilized level of long-term occupancy.
- Rentable Area: For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which rent is based; calculated according to local practice.
- Retrospective Value Opinion: A value opinion effective as of a specified historical date. The term does not define a type of value. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion.
- Shell Rent: The typical rent paid for retail, office, or industrial tenant space based on minimal "shell" interior finishes (called vanilla finish in some areas). Usually the landlord delivers the main building shell space or some minimum level of interior build-out, and the tenant completes the interior finish, which can include wall, ceiling, and floor finishes; mechanical systems, interior electric, and plumbing. Typically these are long-term leases with tenants paying all or most property expenses.
- Surplus Land: Land that is not currently needed to support the existing improvements but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.
- Turnover Vacancy: A method of calculating vacancy allowance that is estimated or considered as part of the potential income estimate when using discounted cash flow (DCF) analysis. As units or suites turn over and are available for re-leasing, the periodic vacancy time frame (vacancy window) to re-lease the space is considered. Accordingly the income estimate reflects a component of vacancy and is not true potential gross income but some level of effective gross income.
- Usable Area: 1) For office buildings, the actual occupied area of a floor or an office space; computed by measuring from the finished surface or the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the

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permanent outer building walls. Sometimes called net building area or net floor area. 2) The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.

- Value In Use: The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of appraisal. Value in use may or may not be equal to market value but is different conceptually.
- Value Indication: An opinion of value derived through application of the appraisal process

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Type	**Standard Purchase Order**
Order	**447973**
Revision	**0**
Order Date	**14-FEB-2022**
Current Buyer	**Corral, Maira**
Revision Date	

Supplier: **SOUTHWEST PROPERTY CONSULTANTS INC**
9205 W RUSSELL RD
SUITE 240
LAS VEGAS, NV 89148
United States

Ship To: **Community Services Admin**
495 S. Main St. 3rd Floor
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
	85905	**30 Net**	**Included in Cost**	**Las Vegas**		**Seller's Option**

Confirm To/Telephone	Requester/Deliver To
()	**Velazquez, Vanessa**

Notes: This Purchase Order is issued in accordance with the City of Las Vegas Standard Offer to Perform Appraisal Services.

The City hereby accepts the Standard Offer to perform Appraisal Services, dated 2/3/2022.

IMPORTANT NOTE: All invoices MUST be sent to ACCOUNTS PAYABLE at
City of Las Vegas
Attn: ACCOUNTS PAYABLE
495 South Main Street, 4th Floor
Las Vegas, NV 89101

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)
1	Appraisal Services, Rome & Decatur Property APN: 125-24-701-041 (6635 N. Decatur Blvd) -Vacant Land	Needed: 10-FEB-2022 00:00:00				N	[redacted]

Ship To:
Use the ship-to address at the top of page 1

Deliver To: Velazquez, Vanessa
(vvelazquez@lasvegasnevada.gov)

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)
						Total: [redacted]	**(USD)**

CITY OF LAS VEGAS
STANDARD OFFER TO PERFORM
APPRAISAL SERVICES

1. DEFINITIONS

(a) *"Appraisal"* means a written opinion of the market value of a Property, prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the State of Nevada as of the date of this Offer.

(b) *"City"* means the City of Las Vegas.

(c) *"Company"* means the Offeror contractually responsible for the performance of appraisal services described herein, upon acceptance of an Offer by the City.

(d) *"Contract"* means the legal obligation to perform appraisal services under all the terms and conditions described in this Offer.

(e) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Offer.

(f) *"Offer"* means this document containing (i) miscellaneous terms and conditions, (ii) a description of the Property to be appraised, (iii) any special instructions regarding Deliverables, (iv) performance schedule, and (v) price(s), which when signed and submitted to the City, may be accepted by the City to form a Contract for performance of appraisal services.

(g) "Offeror" means the individual or entity submitting an Offer.

(h) *"Property"* means the real estate to be appraised, as specified in Paragraph 26, "Property Description", below.

(i) "Purchase Order" means a written order for services, which if issued by the City, would serve as the method of accepting this Offer, thus forming a binding Contract.

2. RULES OF PRECEDENCE

In the event of a conflict between any resulting Purchase Order and this Offer, the terms and conditions of this Offer shall govern.

3. TAXES AND COMPLIANCE WITH LAWS

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to work under any resulting Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of any resulting Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of the Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

4. INVOICES

The Company shall submit an invoice to the City following delivery and acceptance of all Deliverables to the "Bill To:" address on the face of the Purchase Order. The invoice must: be dated, contain the Company name and address, identify the title of the Appraisal, and contain the Purchase Order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days, unless otherwise noted on the face of the Purchase Order.

5. DISPUTES

The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by arbitration in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within thirty (30) days of the claim, dispute, or matter arising.

6. GOVERNING LAW/VENUE OF ACTION

Any resulting Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

7. LEGAL NOTICE

(a) Notices to the Company will be addressed to the place of business as designated at the bottom of this Offer, or such other place as may be designated in writing by the Company.

(b) Notices to the City shall be addressed to:

City of Las Vegas
Manager, Purchasing & Contracts
495 South Main Street
Las Vegas, NV 89101

(c) In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Successful Bidder.

8. INDEMNIFICATION

Notwithstanding any of the insurance requirements set forth herein, the Company shall protect, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all third-party claims arising under any resulting Contract.

9. TERMINATION FOR CONVENIENCE

The City shall have the right at any time to terminate further performance of any resulting Contract, in whole or in part, for any reason. Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. The Company shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the City.

10. TERMINATION FOR DEFAULT

(a) Upon failure to perform any resulting Contract under its terms, the City will provide written notice to the Company of the breach, and the Company will have a reasonable time (as stated in the City's written notice) in which to cure the breach. Failure to cure within the stated time will subject the Company to a default termination, with no liability to the City. The City will retain all rights to common law breach of contract remedies.

(b) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of the Company's obligations under the Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph 9, "Termination for Convenience".

(c) Either party may terminate the Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(d) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

11. INSURANCE

The Company shall procure and maintain, at its own expense, the following insurance for all work performed under any resulting Contract: (i) Workers' Compensation, (ii) General Liability with a minimum coverage of $1,000,000 per occurrence, and (iii) Professional Liability (Errors and Omissions) with a minimum coverage of $1,000,000 per occurrence. The Company shall provide verification of insurance coverage, when requested by the City.

12. QUALIFICATIONS OF APPRAISER

The Appraisal shall be supervised and signed by an individual who is currently licensed by the State of Nevada as a Certified General Appraiser.

13. INDEPENDENT APPRAISALS

In compliance with Chapter 268 of Nevada Revised Statutes, the City is ordering two independent appraisals of the Property. It is understood that the each company preparing an appraisal of the Property may learn the identity of the other company during the course of appraisal preparation; however, the City requires that the appraisals be completely independent. Therefore, any communication between the companies regarding the Property and the appraisals of it is prohibited, without the express, prior written approval of the City. Violation of this requirement may be cause for termination in accordance with Paragraph 10, "Termination For Default".

14. CONFLICT OF INTEREST

By submitting this Offer, the Offeror represents that neither it nor any of its affiliates (if any) has present or prospective financial or personal interest in the Property itself or in any of the parties involved. The Offeror further represents that its compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the Property's owner or any potential buyer.

15. WARRANTY - SERVICES

The Company warrants that the services shall be performed in full conformity with this Offer, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice and compliance with USPAP. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Offer, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

16. LICENSES/REGISTRATIONS

During the entire performance period of any resulting Contract, the Company shall maintain all federal, state, and local licenses and registrations applicable to the work performed under the Contract, to include the State of Nevada Certified General Appraiser requirements.

17. INTELLECTUAL PROPERTY RIGHTS

All Deliverables produced under any resulting Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City, except to the extent that the City's rights to the Company's working papers and notes may be limited by law.

18. NOTICE OF DELAY

(a) Should the timely performance of any resulting Contract be jeopardized by the non-availability of City provided personnel or data, the Company shall immediately notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet the established performance schedule based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

19. ASSIGNMENT

Neither party may assign their rights nor delegate their duties under any resulting Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under the Contract.

20. WAIVER

Waiver of any of the terms of any resulting Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of the Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of the Contract, or to affect the right of the City to thereafter enforce each and every provision of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

21. INDEPENDENT CONTRACTOR

In the performance of services under any resulting Contract, the Company and any other person employed by it shall be deemed to be an independent Contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill the Contract. The City shall hold the Company as the sole responsible party for the performance of the Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party

22. SEVERABILITY

In the event any provision of a resulting Contract is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

23. PUBLIC RECORDS

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Offer and any resulting Contract are deemed to be public records.

24. CONFIDENTIALITY – CITY INFORMATION

All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under any resulting Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts, except as required by law. The obligations of confidentiality shall survive the termination of the Contract.

25. MARKETING RESTRICTIONS

The Company may not publish or sell any information from or about any resulting Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

26. PROPERTY DESCRIPTION

The Company shall provide an Appraisal of the following Property:

125-24-701-041 (6635 N. Decatur Blvd) – Vacant Land

27. DELIVERABLES

The following special instructions apply to the preparation of Deliverables:

City of Las Vegas
Attn: Real Estate
495 S. Main St., 5th Floor
Las Vegas, NV 89101

28. PERFORMANCE SCHEDULE

The Company shall complete the Appraisal in accordance with the following schedule:

OFFER

The undersigned hereby submits an Offer to provide the Appraisal services set forth above, under the terms and conditions stated, for a firm-fixed-price of $[redacted]. I understand that the City may accept this Offer through the issuance of a Purchase Order, thus forming a binding Contract. This Offer is valid for a period of sixty (60) days from the date set forth below. The conflict of interest disclosure required under NRS Chapter 268 is attached.

By Offeror:

NAME: Matthew Buxton, MAI, SRA

ADDRESS: 9205 W. Russell Road, Ste. 240

Las Vegas, NV 89148

SIGNATURE: [signature]

TITLE: Principal

DATE SIGNED: February 3, 2022

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Certified General Appraiser – NRS 268

A Certified General Appraiser performing Real Estate Appraisals for the City of Las Vegas must provide a disclosure statement which includes, without limitation, all sources of income of the Appraiser that may constitute a conflict of interest and any relationship of the appraiser with the property owner or the owner of an adjacent property (collectively, "conflict of interest").

An Appraiser shall not perform a Real Estate Appraisal on any real property offered for sale or lease by the City of Las Vegas governing body if the Appraiser or a person related to the Appraiser within the first degree of consanguinity or affinity has an interest in the real property or an adjoining property (collectively, "conflict of interest").

Description of Property:

125-24-701-041 (6635 N. Decatur Blvd) – Vacant Land

The Appraiser certifies, under penalty of perjury, the following (check applicable statement):

__X__ I have no conflict of interest regarding the property specifically described above.

_____ I have a potential conflict of interest regarding the property specifically described above. The specifics of that potential conflict are described in full below.

PRINTED OR TYPED NAME: Matthew Buxton, MAI, SRA

SIGNATURE: _____

DATE OF SIGNATURE: February 3, 2022

Disclosure of potential conflict of interest is as follows (provide all details and identify any attached pages):

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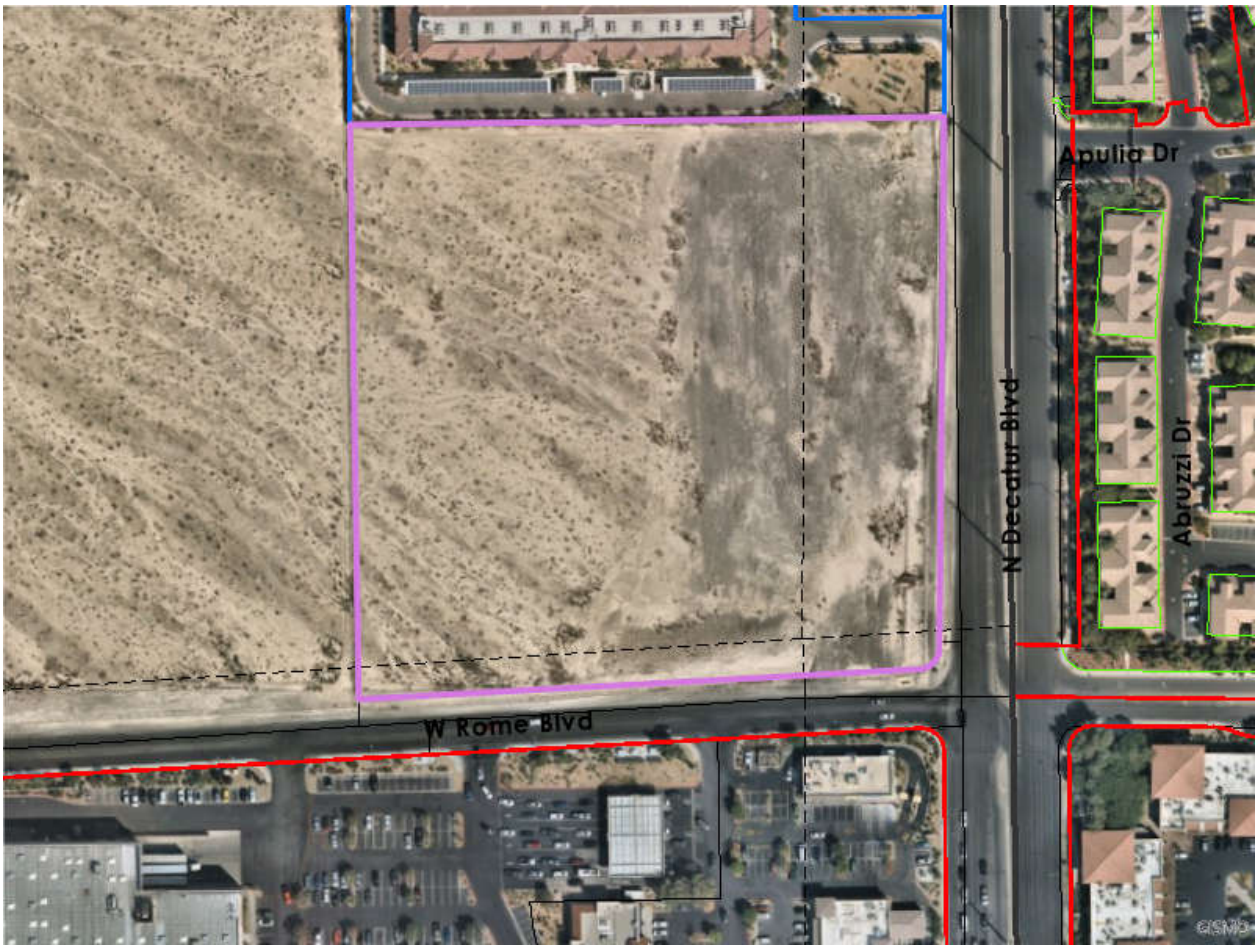

The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 02/24/2022

Property Information

Parcel:	12524701041
Owner Name(s):	CITY OF LAS VEGAS
Site Address:	6635 N DECATUR BLVD
Jurisdiction:	Las Vegas - 89131
Zoning Classification:	Residence Estates District (R-E)
Planned Landuse:	Incorporated Clark County (INCORP)

Misc Information

Subdivision Name:	PARCEL MAP FILE 112 PAGE 93		
Lot Block:	Lot:2 Block:	**Construction Year:**	
Sale Date:	Not Available	**T-R-S:**	19-60-24
Sale Price:	Not Available	**Census tract:**	3309
Recorded Doc Number:	19990415 00000452	**Estimated Lot Size:**	9.45
Flight Date:	2021-09-27		

Elected Officials

Commission:	B - Marilyn Kirkpatrick (D)	**City Ward:**	6 - Michele Fiore
US Senate:	Jacky Rosen, Catherine Cortez-Masto	**US Congress:**	4 - Steven A. Horsford (D)
State Senate:	18 - Scott T. Hammond (R)	**State Assembly:**	13 - Tom Roberts (R)
School District:	B - Katie Williams	**University Regent:**	2 - Lois Tarkanian
Board of Education:	4 - Rene Cantu	**Minor Civil Division:**	Las Vegas

Briana Johnson, Assessor

Assessor Map | Aerial View | Building Sketch | Ownership History | Neighborhood Sales | New Search

GENERAL INFORMATION

PARCEL NO.	125-24-701-041
OWNER AND MAILING ADDRESS	CITY OF LAS VEGAS C/O REAL ESTATE DIVISION 333 N RANCHO DR 8TH FL LAS VEGAS NV 89106
LOCATION ADDRESS	6635 N DECATUR BLVD
CITY/UNINCORPORATED TOWN	LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 112 PAGE 93 LOT 2
RECORDED DOCUMENT NO.	* 19990415:00452
RECORDED DATE	APR 15 1999
VESTING	NS
COMMENTS	PT-20030724:477

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT

TAX DISTRICT	200
APPRAISAL YEAR	2021
FISCAL YEAR	2022-23
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE

FISCAL YEAR	2021-22	2022-23
LAND	1323000	1653750
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	1323000	1653750
GROSS ASSESSED (SUBTOTAL)	1,323,000	1,653,750
TAXABLE LAND + IMP (SUBTOTAL)	3,780,000	4,725,000
COMMON ELEMENT ALLOCATION ASSESSED	0	0
TOTAL ASSESSED VALUE	1,323,000	1,653,750
TOTAL TAXABLE VALUE	3,780,000	4,725,000

Click here for Treasurer Information regarding real property taxes.

Click here for Flood Control Information.

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION

ESTIMATED SIZE	9.45 ACRES
ORIGINAL CONST. YEAR	0
LAST SALE PRICE	
MONTH/YEAR	

SALE TYPE	
LAND USE	12.000 - VACANT - SINGLE FAMILY RESIDENTIAL
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE

1ST FLOOR SQ. FT.		CASITA SQ. FT.		ADDN/CONV	
2ND FLOOR SQ. FT.		CARPORT SQ. FT.		POOL	NO
3RD FLOOR SQ. FT.		STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0			FIREPLACE	0
TOTAL GARAGE SQ. FT.	0				

ASSESSOR MAP VIEWING GUIDELINES

MAP	125247

In order to view the Assessor map you must have Adobe Reader installed on your computer system.

If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.



Note: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

Briana Johnson, Assessor

PARCEL OWNERSHIP HISTORY

ASSESSOR DESCRIPTION
PARCEL MAP FILE 112 PAGE 93 LOT 2

CURRENT PARCEL NO.	CURRENT OWNER	%	RECORD DOC NO.	RECORD DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
125-24-701-041	CITY OF LAS VEGAS		19990415:00452	4/15/1999	NS	200	9.45 AC	PT-20030724:477

PARCEL NO.	PRIOR OWNER(S)	%	RECORD DOC NO.	RECORD DATE	VESTING	TAX DIST	EST SIZE	COMMENTS

Click the following link to view the parcel geneology

Parcel Tree

Note: Only documents from September 15, 1999 through present are available for viewing.

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

Treasurer

Laura B. Fitzpatrick
Clark County Treasurer

Print

Property Account Inquiry - Summary Screen

New Search | View Cart

Parcel ID	125-24-701-041	Tax Year	2022	District	200	Rate	3.2782

Situs Address:	6635 N DECATUR BLVD LAS VEGAS
Legal Description:	ASSESSOR DESCRIPTION: PARCEL MAP FILE 112 PAGE 93 LOT 2 GEOID: PT N2 SE4 SEC 24 19 60

Status:
Active
Taxable

Property Characteristics	
Tax Cap Increase Pct.	7.7
Tax Cap Limit Amount	18044.69
Land Use	0-00 Vacant - Single Family Re
Exemption Percentage	100
Cap Type	OTHER
Acreage	9.4500
Exemption Amount	43370.59
Exemption Type	60M: City Municipal Land & Pro
Abatement used for tax calc only	25325.90

Property Values	
Land	1323000
Total Assessed Value	1323000
Net Assessed Value	1323000
Exemption Value New Construction	0
New Construction - Supp Value	0
Tax % Exemption Value	1323000

Property Documents	
1999041500452	4/15/1999

Role	Name	Address	Since	To
Owner	CITY OF LAS VEGAS	C/O REAL ESTATE DIVISION 333 N RANCHO DR 8TH FL , LAS VEGAS, NV 89106 UNITED STATES	6/14/2019	Current

Summary

Item	Amount
Taxes as Assessed	$43,370.59
Less Cap Reduction	$0.00
Net Taxes	$43,370.59

PAST AND CURRENT CHARGES DUE TODAY

Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 2/24/2022		$0.00

NEXT INSTALLMENT AMOUNTS

Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 2/24/2022		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR		
Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 2/24/2022		

PAYMENT HISTORY	
Last Payment Amount	$10.33
Last Payment Date	8/6/2015
Fiscal Tax Year Payments	$0.00
Prior Calendar Year Payments	$0.00
Current Calendar Year Payments	$0.00

Make Payment

Printable Page

Click Here for Printable Page!

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View Printer-Friendly Map

The District makes no warranties concerning the accuracy of this data. View Disclaimer

This parcel IS NOT in a 100-year flood zone.

Parcel	12524701041
Owner	CITY OF LAS VEGAS
Address	6635 DECATUR
Entity	Las Vegas
Contact	702-229-6541
Flood Zone	This parcel IS NOT in a 100-year flood zone.
FIRM Panel	View FIRM Panel (1765)
LOMR	This parcel is not affected by a LOMR

Enter a different address or parcel number

* **Special Flood Hazard Area (SFHA)** - a term used by the Federal Emergency Management Agency (FEMA) in the National Flood Insurance Program (NFIP) to refer to the land area covered by the floodwaters of the base or 100-year flood (an area of land that has an approximate 1 percent probability of a flood occurring on it in any given year). In these areas flood insurance is generally required.

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>>LAND SALE NO. 1 — Oquendo Road Land



>> LOCATION DATA

Property Type:	Land
Property Name:	Oquendo Road Land
Address:	9170 W. Oquendo Road
City, State, Zip:	Las Vegas, Nevada 89148
County:	Clark
Tax ID:	163-32-101-011
Market Area:	Las Vegas
Submarket:	Southwest
Traffic Count:	N/A

>> VERIFICATION

Verified By:	Broker, CoStar, Public Records
Transacting Party:	Michael Stuart w/Newmark (702) 743-5700

>> LAND DATA

*Land Area (Ac.):	5.00
Land Area (SF):	217,800
Shape	Rectangular
Primary Frontage:	Oquendo Road
Topography:	Level to Rolling
Grade:	At street grade
Land Cover:	Raw Land
Access:	Average
Corner Lot:	Mid-Block
Flood Plain:	No
Zoning Code:	Approved R-4, High Density Residential
Permitted Uses:	Multi-Family Resdidential
Utilities:	All to Site
Off Sites:	Partial Off-Sites

***The land area, price per square foot and price per acre are based on the gross area of the site.**

>> SALE DATA

Transaction Type:	Fee Simple
Sale or List Price:	$4,450,838
Sale Date:	02-24-2021
Price per Acre:	$890,168
Price per SF:	$20.44
Grantor:	Blackstone Land Development
Grantee:	LLC
Document No.	CRP/Sparrow Capital Partners,
Financing Terms:	LLC
Days on Market:	2019101801962
	Assumed Typical
	N/A

>> COMMENTARY

This is the sale of vacant land located at 9170 W. Oquendo Road in the southwest area of Las Vegas. The property is mapped as a 4.77 acre site and has approximately 5.0 gross acres after including portions of the street to the center line. It sold on February 24, 2021 for $4,450,838, or $20.44 per SF (gross). The site is raw land with desert topography. It has partial off-sites including paved street frontage but will need additional street widening, curbs and sidewalks. Public utilities are in the fronting street. The site is zoned R-E, Rural Estates Residential (low-density) but is approved for R-4, High Density Residential zoning and apartments are under development at this location.

Comp ID No. 6535

>>LAND SALE NO. 2 — Las Palmas Entrada Land



>> LOCATION DATA

Property Type:	Land
Property Name:	Las Palmas Entrada Land
Address:	Unassigned
City, State, Zip:	Henderson, Nevada 89012
County:	Clark
Tax ID:	178-13-410-001
Market Area:	Las Vegas
Submarket:	Henderson
Traffic Count:	N/A

>> VERIFICATION

Verified By:	Seller, CoStar, Public Records
Transacting Party:	Seller Bart Hadfield (702) 491-7690

>> LAND DATA

*Land Area (Ac.):	5.00
Land Area (SF):	217,800
Shape	Rectangular
Primary Frontage:	Las Palmas Entrada Avenue
Topography:	Level to Rolling
Grade:	At street grade
Land Cover:	Raw Land
Access:	Average
Corner Lot:	Mid-Block
Flood Plain:	No
Zoning Code:	CN, Approved RH-24
Permitted Uses:	Commercial, Multi-Family
Utilities:	All to Site
Off Sites:	Partial Off-Sites

***The land area, price per square foot and price per acre are based on the gross area of the site.**

>> SALE DATA

Transaction Type:	Fee Simple
Sale or List Price:	$3,395,000
Sale Date:	10-18-2021
Price per Acre:	$679,000
Price per SF:	$15.59
Grantor:	Durango Square LLC
Grantee:	GSN Las Palmas LP
Document No.	2021101801521
Financing Terms:	Assumed Typical
Days on Market:	N/A

>> COMMENTARY

This is the sale of vacant land located on the east side of Las Palmas Entrada Avenue in Henderson, Nevada. The property is mapped with 4.03 net acres and has approximately 5 gross acres after including the dedicated fronting street to the center line. It sold on October 18, 2021 for $3,395,000, or $15.59 per SF (gross). The site is raw land with desert topography. The site has an irregular shape and not all of land is functional. It has partial off-sites including paved street frontage but will need additional curbs and sidewalks. Public utilities are in the fronting street. The site is zoned CN, Neighborhood Commercial but is also reported to have a zoning of RH-24, which allows for high density residential or multi-family development.

Comp ID No. 8254

>>LAND SALE NO. 3 — Via Centro Land



>> LOCATION DATA

Property Type:	Land
Property Name:	Via Centro Land
Address:	Unassigned
City, State, Zip:	Henderson, Nevada 89044
County:	Clark
Tax ID:	191-15-811-005
Market Area:	Las Vegas
Submarket:	Henderson
Traffic Count:	N/A

>> VERIFICATION

Verified By:	Broker, CoStar, Public Records
Transacting Party:	Michael Stuart w/Newmark (702) 743-5700

>> LAND DATA

*Land Area (Ac.):	12.50
Land Area (SF):	544,500
Shape	Irregular
Primary Frontage:	Via Centro
Topography:	Level to Rolling
Grade:	At street grade
Land Cover:	Raw Land
Access:	Average
Corner Lot:	Mid-Block
Flood Plain:	No
Zoning Code:	PC, Planned Community
Permitted Uses:	Commercial, Multi-Family
Utilities:	All to Site
Off Sites:	None

***The land area, price per square foot and price per acre are based on the gross area of the site.**

>> SALE DATA

Transaction Type:	Fee Simple
Sale or List Price:	$9,454,500
Sale Date:	11-12-2021
Price per Acre:	$756,360
Price per SF:	$17.36
Grantor:	KB Home Nevada Inc
Grantee:	LV Via Centro LLC
Document No.	202111240271
Financing Terms:	Assumed Typical
Days on Market:	N/A

>> COMMENTARY

This is the sale of vacant land located on the east side of Via Centro in the Inspirada community of Henderson, Nevada. The property is mapped with 11.46 net acres and has approximately 12.50 gross acres after including the dedicated fronting street to the center line. It sold on November 12, 2021 for $9,454,500, or $17.36 per SF (gross). The site is raw land with desert topography. The site has an irregular yet functional shape. It has no off-sites and paved roads, curbs, sidewalks and street lights will be needed. Public utilities are in the fronting street. The site is zoned PC, Planned Community and it is reported that the buyer has plans for a multi-family development.

Comp ID No. 8255

>>LAND SALE NO. 4 — Wigwam Avenue Land



>> LOCATION DATA

Property Type:	Land
Property Name:	Wigwam Avenue Land
Address:	Unassigned
City, State, Zip:	Las Vegas, Nevada 89178
County:	Clark
Tax ID:	176-18-701-004
Market Area:	Las Vegas
Submarket:	Southwest
Traffic Count:	N/A

>> VERIFICATION

Verified By:	Broker, CoStar, Public Records
Transacting Party:	Khusrow Roohani w/Seven Valleys (702) 823-2300

>> LAND DATA

*Land Area (Ac.):	5.00
Land Area (SF):	217,800
Shape	Rectangular
Primary Frontage:	Oquendo Road
Topography:	Level to Rolling
Grade:	At street grade
Land Cover:	Raw Land
Access:	Average
Corner Lot:	Mid-Block
Flood Plain:	No
Zoning Code:	R-3, Multi-Family Residential
Permitted Uses:	Residential, Multi-Family
Utilities:	All to Site
Off Sites:	Partial Off-Sites

***The land area, price per square foot and price per acre are based on the gross area of the site.**

>> SALE DATA

Transaction Type:	Fee Simple
Sale or List Price:	$5,150,000
Sale Date:	12-01-2021
Price per Acre:	$1,030,000
Price per SF:	$23.65
Grantor:	Khusrow Roohani, T'ee
Grantee:	AMH NV10 Development, LLC
Document No.	2021120101503
Financing Terms:	Assumed Typical
Days on Market:	N/A

>> COMMENTARY

This is the sale of vacant land located on the south side of Wigwam Avenue west of Fort Apache Road in the southwest area of Las Vegas. The property has 5.0 gross acres and will have approximately 4.76 net acres after the fronting street is mapped with a dedicated street. It sold on December 1, 2021 for $5,150,000, or $23.65 per SF (gross). The site is raw land with desert topography. It has partial off-sites including paved street frontage but will need additional curbs and sidewalks. Public utilities are in the fronting street. The site is zoned R-3, Multiple-Family Residential with a planned land use of MN, Mid-Intensity Suburban Neighborhood and apartments are being considered for this location.

Comp ID No. 8253

>>LAND SALE NO. 5

NEC Decatur and Pyle



>> LOCATION DATA

Property Type:	Land
Property Name:	NEC Decatur and Pyle
Address:	Unassigned
City, State, Zip:	Las Vegas, Nevada 89141
County:	Clark
Tax ID:	177-30-204-006
Market Area:	Las Vegas
Submarket:	Southwest
Traffic Count:	N/A

>> VERIFICATION

Verified By:	Broker, CoStar, Public Records
Transacting Party:	Michael Stuart w/Newmark (702) 743-5700

>> LAND DATA

*Land Area (Ac.):	8.75
Land Area (SF):	381,150
Shape	Irregular, yet Functional
Primary Frontage:	Decatur Boulevard and Pyle Avenue
Topography:	Level to Rolling
Grade:	At street grade
Land Cover:	Raw Land
Access:	Average
Corner Lot:	Corner
Flood Plain:	No
Zoning Code:	Approved R-5, Apartment Residential District
Permitted Uses:	Multi-Family Resdidential
Utilities:	All to Site
Off Sites:	Partial Off-Sites

***The land area, price per square foot and price per acre are based on the gross area of the site.**

>> SALE DATA

Transaction Type:	Fee Simple
Sale or List Price:	$7,769,071
Sale Date:	12-23-2021
Price per Acre:	$887,894
Price per SF:	$20.38
Grantor:	Pyle Decatur LLC
Grantee:	Hand Property Holding Company
Document No.	2021122302804
Financing Terms:	Assumed Typical
Days on Market:	N/A

>> COMMENTARY

This is the sale of vacant land located at the northeast corner of Decatur Boulevard and Pyle Avenue in the southwest area of Las Vegas. The property is mapped as a 7.26 acre site and has approximately 8.75 gross acres after including portions of the street to the center line. It sold on December 23, 2021 for $7,769,071, or $20.38 per SF (gross). The site is raw land with desert topography. It has partial off-sites including some paved street frontage but will need additional street widening, curbs and sidewalks. Public utilities are in the fronting street. The site is zoned R-E, Rural Estates Residential (low-density) with a planned land use of BE, Business Employment but is approved for R-5, Apartment Residential District zoning. The buyer is a company that will develop the site with affordable, multi-family housing.

Comp ID No. 8252

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SOUTHWESTPROPERTYCONSULTANTS

MATTHEW BUXTON, MAI, SRA / Principal of Southwest Property Consultants / 2012-Present

ADDRESS: 9205 W Russell Road, Suite 240, Las Vegas, NV 89148

ADDRESS: 1190 W. Moana Lane, Reno, NV 89509 >> PHONE: 702.217.1124 >> EMAIL: matt@swpconsultants.com

>> REAL ESTATE VALUATION AND CONSULTATION

As Principal of Southwest Property Consultants my objective is to provide the highest quality reporting and expertise in real estate appraisal and advisory. The big idea is to combine quality and design, market resources and expert analysis. Clients want reports that are strong on analysis and short on fluff. I offer experience at both the local and national level demonstrating highly technical valuation and problem solving skills in a volatile real estate market.

>> EXPERIENCE

2011-2012 / Landauer Valuation & Advisory / Las Vegas, NV / Director/Senior Appraiser

> Supervised over the valuation of billions of dollars in real estate in one of the nation's leading valuation companies. I specialized in complex assignments for clients including high value capital market assets and portfolios across all property types.

> Collaborated with Newmark Grubb Knight Frank brokers and property managers on complex market analysis and investor assignments.

> Developed a high level of expertise in advanced valuation technology within customized appraisal templates including Argus Cash Flow DCF.

2007-2011 / Lubawy & Associates / Las Vegas, NV / Associate Appraiser

> Participated in the valuation of a wide array of real estate assignments in one of the most distinguished, local, commercial firms in Las Vegas. Appraisals included proposed developments, professional offices, shopping centers, subdivisions, apartments, industrial centers, leasehold interests, etc.

> Specialized in a variety of government assignments and condemnation cases including the valuation of right-of-ways, easements and publically owned assets.

2003-2007 / Perkins Enterprises / Las Vegas, NV / Residential Appraiser

> Excelled as the top appraiser in a reputable residential office that placed its strongest emphasis on report quality and appraiser integrity.

> Assignments included the valuation of condominiums, single-family residences, multi-family properties and land.

> Specialized in the valuation of multi-million-dollar properties, custom homes and luxury condominium suites.

>> EDUCATION

Master's Degree in Hotel Administration, University of Nevada Las Vegas, 2004

Bachelor's Degree in Business Administration, Utah Valley University, 1997

Appraisal Institute Classes include Business Practices and Ethics, Advanced Market Analysis and Highest and Best Use, Advanced Income Capitalization, Advanced Concepts and Case Studies, Report Writing and USPAP.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE **REAL ESTATE DIVISION** **NOT TRANSFERABLE**

This is to Certify That : MATTHEW D BUXTON **Certificate Number:** A.0007839-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER **from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.**

Issue Date: June 25, 2020 **Expire Date:** June 30, 2022

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statues, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: MATTHEW D BUXTON
669 TROWBRIDGE ST
LAS VEGAS, NV 89178

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator



DECATUR & ROME
AFFORDABLE HOUSING DEVELOPMENT

City Council Meeting, June 15, 2022

Submitted at Meeting
Date: 6/15/2022 Items: 41, 45, and 46
Submitted by: Staff

6635 N. Decatur Boulevard
Las Vegas, NV 89131



- 9.5 Acres on Northwest Corner of N. Decatur and W. Rome Blvd.
- Former BLM Land, Acquired by the City of Las Vegas in 1999
- Affordable Housing Deed Restriction

COMPETITIVE BID PROCESS

March 8, 2021	Request for Proposal (RFP) released via the Nevada Government eMarketplace (NGEM) system for the development of affordable mixed-income rental housing multi-family apartments as well as for “tiny homes” for mixed-income households.
July 13, 2021	The RFP Closed. Applications were scored by panel.
October 26, 2021	Recommendation to Award Notification (RTA) was sent out awarding the project to Ovation Design and Development, Inc. (Ovation).

PUBLIC HEARING
APPRAISAL

Pursuant to NRS 268.059 – Two independent appraisals of real property are required before the sale or lease of real property unless:

1. A public hearing is held on the matter of the fair market value; and
2. The one appraisal is conducted no more than six months prior to real property being offered for sale.

Appraised By:	Matthew Buxton, MAI, SRA Southwest Property Consultants, Inc.
Valuation Date:	February 11, 2022
Report Date:	February 24, 2022
Value Conclusion:	$9,100,000

PROJECT OVERVIEW

- All units will be affordable (30% to 59% AMI)
- 238 Apartment Units
  - Three Buildings
  - 1, 2 & 3 Bedroom Units
- 38 Stand-alone “Tiny Homes”
  - Approximately 400 Square Feet
- Amenities
  - Pool, Clubhouse & Fitness Center
  - Business Center, Classroom Space & Community Kitchen

RENDERINGS – TINY HOMES



1C TINY HOME 1



1A TINY HOME 1



1C TINY HOME 1



1B TINY HOME 1

OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

CONCEPTUAL DESIGN

RENDERINGS
TINY HOME 1
A0.4c

RENDERINGS – TINY HOMES



1D TINY HOME 2



1A TINY HOME 2



1C TINY HOME 2



1B TINY HOME 2

OVATION

DECATUR / ROME AFFORDABLE FAMILY

NORTH DECATUR BLVD AND ROME BLVD

Las Vegas, Nevada

CONCEPTUAL DESIGN

RENDERINGS
TINY HOME 2

A0.5c

RENDERINGS – TINY HOMES



1D TINY HOME 3



1A TINY HOME 3



1C TINY HOME 3



1B TINY HOME 3

OVATION

DECATUR / ROME AFFORDABLE FAMILY

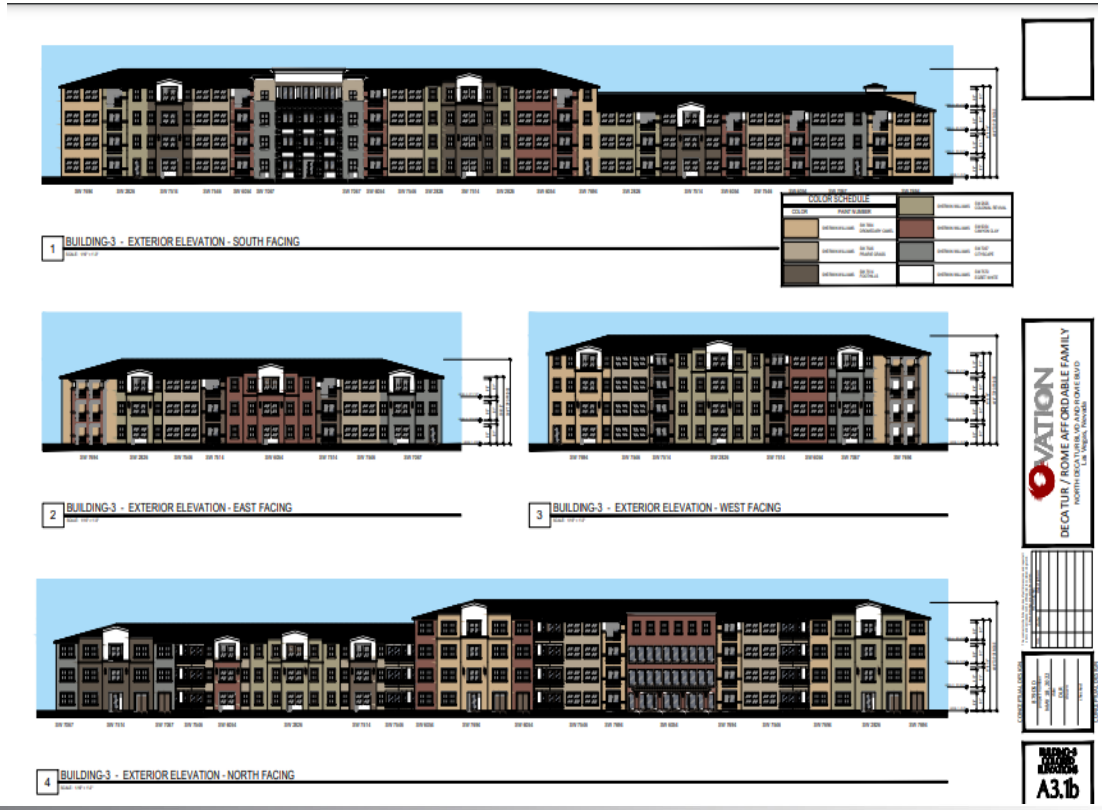
NORTH DECATUR BLVD AND ROME BLVD

Las Vegas, Nevada

RENDERINGS
TINY HOME 3

A0.6c

RENDERINGS - APARTMENT BUILDINGS



QUESTIONS?

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
42

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the ratification of Jason Potts as the Director of the Department of Public Safety ($183,000 + Benefits - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $183,000 + Benefits
Funding Source: General Fund
Dept./Division: Department of Public Safety

PURPOSE/BACKGROUND:
Mr. Potts has over twenty years' experience in Law Enforcement and currently serves as the Police Captain for the City of Vallejo Police Department. Prior to his role as Police Captain, Mr. Potts served as a police officer with the Vallejo Police Department reaching the rank of Police Lieutenant. He served in the United States Coast Guard for four years and is currently a Reserve Special Agent for the Coast Guard Investigative Service. Mr. Potts Holds a Bachelor of Arts from Saint Mary's College and a Masters in Criminology, Law and Society from the University of California at Irvine.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
43

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Public hearing and discussion for possible action regarding the Monorail Agreement between the City of Las Vegas and TBC-The Boring Company (TBC) to grant TBC the right to install and operate a monorail in the City

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Boring Company, a Delaware corporation, ("The Boring Company"), is engaged in the business of installing and operating a monorail for public transportation in Clark County (the "Vegas Loop"), Nevada pursuant to a Franchise Agreement between Clark County and The Boring Company (the "County Franchise"). The plans for the monorail authorized by the County Franchise will take the Monorail near or to the jurisdictional boundary between the City and Clark County. The Boring Company and the City desire to enter into an agreement by which the Vegas Loop that is operated pursuant to the County Franchise will be extended north of Sahara Avenue into the City.

Pursuant to NRS Chapter 705, the City is authorized to enter into an agreement for the installation and operation of a monorail within the City, and the City must provide notice and a public hearing regarding the proposed agreement in the same manner as for the ordinance proposed to be adopted by the City under circumstances other than in an emergency. The City's ordinance adoption process requires that the City Clerk publish notice of deposit of a proposed ordinance in the City Clerk's Office for public examination and distribution upon request a minimum of ten days prior to its adoption by the City Council. The City routinely holds public hearings regarding the adoption of ordinances. Consistent with the process, the City Council approved a Resolution setting the Public Hearing for the June 1, 2022 meeting of the City Council. The public hearing was duly advertised in the May 19, 2022 edition of the Las Vegas Review Journal.

The purpose, character, terms, time, and conditions that the City proposes to require in response to The Boring Company's request to install and operate a monorail within the City for a fifty (50) year term are fully set forth in the proposed Monorail Agreement.

RECOMMENDATION:
Staff recommends approval of the Monorail Agreement and authorizes the Mayor to execute all related documents, subject to approval by the City Attorney.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
43

BACKUP DOCUMENTATION:

1. Monorail Agreement between the City of Las Vegas and TBC-The Boring Company
2. Submitted after Final Agenda - Support Letter by Andrew Simon
3. Submitted at Meeting - PowerPoint Presentation by Staff

MONORAIL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND THE BORING COMPANY

THIS MONORAIL AGREEMENT (this "Agreement") is entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation and political subdivision of the State of Nevada, acting by and through its City Council which is its governing body (the "City") and TBC—THE BORING COMPANY, a Delaware corporation (the "Company").

This Agreement is effective on the later of the date of approval by the City Council or the Company, each as noted on the signature page hereto, as long as approval by one is within sixty (60) calendar days of approval by the other ("Effective Date").

RECITALS

WHEREAS, the Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and duly qualified to transact business within the State of Nevada, is engaged in the business of designing, constructing, financing, operating, and maintaining a Monorail (system for public transportation in Clark County); and

WHEREAS, the City is authorized, pursuant to Chapter 705 of the Nevada Revised Statute ("NRS"), to enter into an agreement for the installation and operation of a Monorail in the Rights-of-Way; and

WHEREAS, the plans for the Monorail authorized by the County Franchise will take the Monorail near or to the jurisdictional boundary between the City and Clark County; and

WHEREAS, the City and Company desire to enter into an agreement by which the Monorail that is operated pursuant to the County Franchise will extend into the City; and

WHEREAS, the City conducted a public hearing regarding this Agreement in the same manner as for an ordinance proposed to be adopted by the City pursuant to NRS 705.695.

NOW, THEREFORE, in consideration of the premises and of the performance by Company of the requirements hereinafter set forth, and subject to the following terms and conditions, the City and Company hereby enter this Agreement.

AGREEMENT

SECTION 1. DEFINITIONS.

When not inconsistent with the text, words used in the present tense include future tense, words used in the singular number include the plural number and vice versa, and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory, and "may" is permissive. In addition, the following definitions shall apply:

1.1 "Applicable Law" means all federal, state, and local governmental rules, including the Las Vegas Municipal Code, policies, permits, authorizations, regulations, ordinances, codes, statutes, and laws, now or hereafter in effect pertaining to the Monorail.

1.2 "City Code" or "Code" means the official code of all ordinances of a general and permanent character of the city of Las Vegas, State of Nevada, as may be adopted and amended by the City Council.

1.4 "City Council" means the City Council of the City of Las Vegas.

1.5 "City Manager" means the City Manager appointed by the City Council, or his or her designee.

1.6 "Civic Station" means a Vegas Loop station that would support Vegas Loop trip demands in generalized districts or areas in the Downtown Master Plan or other areas identified by the City.

1.7 "Commence Construction" or "Commencement of Construction" means the date on which the first physical construction of the Monorail in the City is initiated, after all necessary permits are issued for such work.

1.8 "Company" means TBC–The Boring Company, a Delaware corporation.

1.9 "Effective Date" means the effective date of this Agreement, as specified in the second paragraph of this Agreement.

1.10 "Force Majeure" means acts of God, epidemics, pandemics, quarantine restrictions, freight embargoes, explosions, strikes, sabotage, riots or civil disturbances, acts of public enemies, unusually severe weather, and natural disasters such as floods, earthquakes, landslides, and fires.

1.11 "Gross Revenue" shall have the meaning set forth in LVMC 6.92.010 and clarified in Section 8.2.

1.12 "LVFR" shall mean Las Vegas Fire and Rescue, the City's fire department.

1.13 "Lender" means (i) purchasers of debt obligations issued to finance or refinance the Monorail; (ii) any bank, trust company, corporation or other institution lending money to the Company to finance or refinance the Monorail; and (iii) any municipal bond insurer, issuer of a letter of credit, surety or other security instrument supporting such debt obligation. Lender's rights under this Agreement may only be exercised through the Lender's Agent.

1.14 "Lender's Agent" means the trustee for the debt obligations issued to finance or refinance the Monorail, together with any successors or assigns thereof, and representative of the Lenders, who provides notice of their status as the same to the City; at any given time there may be only one Lender's Agent to exercise the rights of the Lender.

1.15 "LVMC" means the Las Vegas, Nevada Municipal Code, as it may be amended from time to time by the City Council.

1.16 "Master Business License" shall have the meaning set forth in LVMC 6.92.010.

1.17 "Monorail" means the same as NRS 705.650 and specifically consists of an all-electric underground transportation system installed, operated, and maintained on a fixed guideway, including emergency egress and associated appurtenances.

1.18 "Operating and Maintenance Costs" shall have the meaning set forth in LVMC 6.92.010 and clarified in Section 8.6.G.

1.19 "Rights-of-Way" shall have the meaning set forth in LVMC 6.92.010.

1.20 "Substituted Entity" means any person or entity selected by the Lender's Agent and approved by the City Council in accordance with this Agreement to perform the obligations and succeed to the rights hereunder of the Company, after any Lender has acquired the Company's rights hereunder.

1.21 "Vegas Loop" refers to the transportation system composed of the Monorail granted under this Agreement (as reflected in **Exhibit A**, excluding those projects active under separate entitlement), and the connected Monorail in Clark County.

SECTION 2. GRANT OF AUTHORITY TO USE RIGHTS-OF-WAY.

2.1 The Company is hereby granted the right to install and operate a Monorail that is part of the Vegas Loop and related facilities in, on, along, under, or over the approved portions of the Rights-of-Way within the Monorail Route as depicted on **Exhibit A**. Except as otherwise provided in this Agreement or applicable LVMC provisions, the Company shall have the right:

A. to establish and to revise from time to time the frequency of service and schedules of operation of the Monorail; and

B. to charge and collect fares from customers; and

C. to establish, modify and adjust from time to time the fares to be charged; and

D. to establish promotional and fare programs and to enter into arrangements with hotel and resort owners for discounted and/or free use of the Monorail by patrons; and

E. to display advertising and to establish concessions in connection with the Monorail, except for advertising that is installed on non-moving structures and that is easily visible in tunnels within the Rights-of-Way unless otherwise approved by the City Council; and

F. To lease space on the Monorail to vendors, merchants, advertisers, public utilities, or cable companies pursuant to this Agreement.

2.2 The Company, at its sole cost and expense, shall obtain all other property rights, permissions, and privileges necessary to own, operate, and maintain the Monorail. The rights granted by this Agreement are a privilege and will not impart to the Company any right in any Rights-of-Way, or right to obstruct or interfere with the flow of vehicular or pedestrian traffic in any Rights-of-Way with the exception of temporary road closures or other similar temporary and discrete incidents, if necessary, during construction, as approved by the City and subject to this Agreement obtaining all necessary permits from the City. In addition, the Company shall, at its sole cost and expense, obtain all other necessary permits and approvals as required by federal, state, and local law.

2.3 Further, the Company's performance and exercise of its rights and obligations under this Agreement shall not interfere with the ability of the City or any other public body governed or affiliated with the City which has rights to the Rights-of-Way, to install, maintain, or use the existing or future improvements, including, but not limited to, street lighting systems, traffic control systems, sidewalks, water supply and distribution systems, sanitary sewer collection systems, and drainage and storm water collection and transmission systems. Assuming there is no other commercially reasonable solution as determined by the Director of the Department of Public Works, the Company will be responsible for the cost to adjust or modify any vertical elements of the Monorail in the public rights-of-way, such as ventilation shafts and egress stairways, located at the surface of the public street necessitated by a public project. Such obligation does not apply to vertical elements constructed outside the public right-of-way, nor to horizontal elements, such as tunnels and adits.

The Company will coordinate with the City on the design of the tunnel's horizontal alignment and vertical profile prior to commencing each phase of the Vegas Loop in order to minimize the probability of potential conflicts with future improvements.

2.4 The Company shall notify the public utilities, franchisees, and licensees who have rights in any Rights-of-Way or property of Monorail installation, operation, and maintenance activities that may affect the rights of said public utilities, franchisees, and licensees. The Company shall cooperate with said public utilities, franchisees, and licensees. The installation, operation, and maintenance of the Monorail shall not interfere with public or private improvements in the Rights-of-Way, including, but not limited to, public utilities, franchisees, and licensees.

2.5 The Company shall have the right, privilege, and authority to make any improvements, upgrades, and capacity enhancements to the Monorail consistent with the terms of this Agreement and subject to the additional approvals required by the City and the LVMC as amended from time to time.

2.6 There is hereby specifically excluded from the right, privilege, permission, and authority hereby given, the right, privilege, permission, and authority to, in any way, engage in activities other than those

reasonably necessary to install, operate, and maintain a Monorail and those described in paragraph 2.1 above. No right, privilege, permission, or authority is granted by, or to be inferred from, this Agreement, except those specifically described herein.

2.7 The Company may not expand its rights granted under this Agreement to install, operate, and maintain its facilities in the Rights-of-Way beyond the original geographic route contemplated in this Agreement without first obtaining the additional approvals required by the City.

2.8 Changes, additions, and amendments to this Agreement shall be in accordance with the LVMC. In the event that an amendment of this Agreement is approved by the City Council, such amendment shall be subject to those terms and conditions as contemplated in said amendment.

2.9 The Company agrees to provide to the City Department of Public Works a plan for construction to be approved by the Director of Public Works. The plan shall show each phase of construction along with the timeline for construction, completion, and start of operation of each phase. Each phase shall demonstrate the ability to operate independently or separately from the remaining phases.

2.10 In the event that the Company fails, for reasons other than Force Majeure or any other reason permitted by this Agreement, to Commence Construction of the Monorail within three (3) years after the Effective Date of this Agreement, or to operate one or more phases of the Monorail in Rights-of-Way within three (3) years following Commencement of Construction, upon forty-five (45) calendar days' written notice specifying such failure and after giving the Company and/or Lender's Agent an opportunity to be heard, the City Council may terminate this Agreement. The City Council may reinstate this Agreement at its sole discretion upon such terms as it deems appropriate.

2.11 The Company's Monorail is not compatible with and cannot feasibly be connected to any other existing system of transportation operated on a public fixed guideway in the City. If another private entity desires to connect to the Company's system, the Company must comply with NRS 705.700.

2.12 The City and the Company conclude and agree that no provision of this Agreement is in conflict with the intent or the language of NRS Sections 705.610 through 705.700. The Company hereby waives any current or future claim to the contrary, and agrees that neither it nor any affiliate will raise any claim or defense to the contrary, in any forum.

SECTION 3. AGREEMENT NON-EXCLUSIVITY; DURATION; CONDITIONS.

3.1 This Agreement shall be non-exclusive (except to the extent provided in Section 7 below) and shall be in force and effect from the Effective Date for a fifty (50) year period (the "Term").

3.2 All applicable provisions of the LVMC, applicable National Fire Protection Association ("NFPA") fire and life safety standards as determined by LVFR and the City Building Departments, and all provisions of this Agreement shall be binding upon the Company, its successors, or assignees. In the event of any conflict between any applicable provisions of the LVMC and any provisions of this Agreement, the LVMC provision shall control.

3.3 The Company acknowledges that this Agreement is for installation of facilities in Rights-of-Way as identified in this Agreement only, and that installation in, on, under, along, or above other City property or private property may be permitted only through a separate agreement with City or an agreement with the private property owner or acquisition of the necessary property rights.

3.4 The Company shall at all times during the term of this Agreement be subject to all lawful exercise of the police power by the City, including any and all ordinances, rules, or regulations which the City has adopted or may adopt, which apply to the public generally. Any conflict between the provisions of this Agreement and any other present of future lawful exercise of City police powers shall be resolved in favor of said City police powers.

3.5 The Company shall not permit another person to own or use public utility facilities as defined in LVMC 14.08.050, or cable service and video service facilities as defined in NRS 711, in, on, along, under or above the Company's authorized Monorail route located in Rights-of-Way or within or on Company's Monorail unless the person so owning or using such facilities has obtained all necessary business licenses, franchises, permits, or Rights-of-Way licenses from the City.

3.6 The Company shall not conduct business activities which require background investigation for licensure or which require licensing, franchising, or permitting under the LVMC without first obtaining such licensing, franchising, or permitting, including but not limited to liquor sales, gaming, room rental, public utility services, and cable and video services.

3.7 If the City, pursuant to the causes and/or rights set forth in this Agreement requests the Company to decommission any or all portions of the Monorail then the Company shall comply with the Decommissioning Plan, attached hereto as **Exhibit B**, and the rights granted under this Agreement for that portion(s) of the Monorail is thereby terminated. If it is determined by the Director of the City's Department of Public Works that the Monorail interferes with an existing or future public improvement, then within thirty (30) calendar days of receipt of written notice from the Department of Public Works, the Company agrees to resolve the conflict pursuant to the Decommissioning Plan, at no cost or expense to the City, and in accordance with all applicable laws, regulations, standards, and specifications, whether federal, state, or local. If the Company does not perform this work within thirty (30) calendar days, the City, or its contractor, may do so at the Company's expense and the Company agrees to pay the City the reasonable cost of the work within thirty (30) calendar days of receipt of invoice from the City.

SECTION 4. PERMITS, LICENSES AND APPROVALS.

4.1 The City's Planning Commission conditionally approved a Special Use Permit 20-0204-SUP1 (the "SUP") at the November 10, 2020 City Planning Commission meeting. Thereafter, the City Council conditionally approved the SUP at the December 16, 2020 City Council meeting. A copy of the SUP conditions is attached hereto as **Exhibit C**. Among other items, the SUP is conditioned on the City and the Company entering this Agreement and the City's issuance of a Monorail Master Business License. Any changes to the SUP shall require applicable approvals from the City, including any changes to the Vegas Loop alignment attached hereto as **Exhibit A**.

4.2 The City hereby grants, contemporaneously with this Agreement, a Monorail Master Business License in accordance with LVMC 6.92.030.

4.3 Pursuant to NRS 705.700 (1) and (2), and except as provided in Sections 4.1 and 4.2 above, this Agreement places restrictions on the issuance of those permits, licenses, and approvals required for the construction and operation of the Monorail by requiring that any such permits, approvals, licenses, conformity requirements, or permissions required from the City shall require approval pursuant to applicable provisions of the LVMC.

SECTION 5. INSTALLATION REQUIREMENTS.

5.1 Installation of the Monorail shall utilize substantially the same or better technology as used in the Las Vegas Convention Center Loop.

5.2 Installation of the Monorail shall be in accordance with the provisions of LVMC and any conditions imposed by any department of the City acting in its regulatory capacity.

5.3 All public improvements performed by the Company in the Rights-of-Way shall be inspected, completed, and accepted in accordance with all applicable LVMC provisions and City procedures.

5.4 If the Company causes any damage to any of the Rights-of-Way, Company shall, at its sole cost, promptly repair and restore the damaged area to the City's satisfaction, in accordance with all applicable LVMC provisions and City standards.

5.5 The Monorail shall be designed and constructed in accordance with all applicable federal, state, and local laws, rules, and regulations, including the Americans with Disabilities Act and all building, electrical, fire, and safety codes.

5.6 All plan review, permit, inspection, operational certificate and other fees shall be paid by the Company in accordance with applicable LVMC provisions and City procedures, unless otherwise specified in this Agreement.

5.7 Inspections of the Monorail and issuance of building permits shall be in accordance with applicable LVMC provisions and City procedures, including any inspections that the City may deem necessary.

5.8 A Certificate of Operation shall be issued and renewed annually in accordance with applicable City procedures, which shall be required for the Company to operate the Monorail. The Company's failure to operate the Monorail in accordance with all requirements of the Certificate of Operation may constitute grounds for the City to suspend the Certificate of Operation and the Company's rights under this Agreement.

5.9 The Company shall maintain and provide to the City's Directors of the Public Works and the Building and Safety Departments, upon request and at no cost to the City, detailed and accurate as-built plans for the Monorail or any portions thereof.

5.10 Actions required of the City departments and personnel pursuant to this Section 5 shall be performed with due diligence and without unreasonable delay.

SECTION 6. OPERATING REQUIREMENTS.

6.1 The Company shall cause the Monorail to be operated and maintained in accordance with applicable provisions of the LVMC.

6.2 The Company may contract with another person to act as the operator of the Monorail. The Company will ultimately be responsible for compliance with all requirements in this Agreement and the LVMC.

6.3 The Company shall at all times during the term of this Agreement provide the necessary personnel, equipment, maintenance, and services to assure the safety and security of the public and employees within the Vegas Loop.

6.4 The Company shall conduct Critical Infrastructure Vulnerability Assessments of the Monorail in accordance with the National Infrastructure Protection Plan issued by the Cybersecurity & Infrastructure Security Agency of the U.S. Department of Homeland Security. The Company shall coordinate with LVFR, City Building Department, and the Department of Homeland Security on a regular basis, including discussions pertaining to the results of the initial and future Critical Vulnerability Assessments. No City Building Department permits shall be issued until LVFR and City Building Departments have approved in writing that it is satisfied with the Company's public safety and security plans.

SECTION 7. COMPETING TRANSPORTATION FACILITIES.

7.1 This is a non-exclusive agreement. The City may grant as many monorail franchises or enter into as many monorail agreements, as it desires to any person(s) it desires, as long as any future monorails do not physically or operationally conflict with this Agreement, as solely determined by the City Council. However, the City shall not require that any facilities of the Monorail be used for other monorails or other transportation systems. The Company acknowledges and agrees that the City may grant franchises or

additional agreements that grant the right to operate within the Rights-of-Way, including, but not limited to, those that maybe located and operated in the area adjacent to and/or above or over the Monorail and/or above or over the surface of the Rights-of-Way.

SECTION 8. MASTER MONORAIL BUSINESS LICENSE PAYMENTS AND FEES.

8.1 The Rights-of-Way used by the Company are valuable properties acquired, operated, and maintained by the City at considerable expense to the City's residents. The rights and privileges granted by this Agreement to use the Rights-of-Way have a value, without the use of which it would be unfeasible for Company to install and operate the Monorail. In consideration of such value, Company shall pay all fees required for its Monorail Master Business License Pursuant to LVMC Chapter 6.92 and as otherwise detailed herein.

8.2 Gross Revenue, as defined in LVMC 6.92.010 and clarified herein, includes all revenue received by the Company related to Monorail service (such as fares, advertising, and concessions), minus federal, state, and local taxes collected by the Company, and refunds. Revenue received from interest/investment earnings or from third parties to reimburse or offset costs incurred by the Company for design, engineering or construction work, Monorail operations and maintenance work or comparable non-service-related fees shall not count towards Gross Revenue.

8.3 The Master Monorail Business License Fee shall become payable on the day of the first paid fare, which will establish the start date of this Agreement's fee structure. Unless modified pursuant to Section 8.7, the Master Monorail Business License Fee shall be assessed, and funds allocated, amongst three "Gross Revenue Tiers" on a quarterly basis as follows:

Tier 1:

Quarterly Gross Revenue less than or equal to TEN MILLION DOLLARS ($10,000,000): One Half of One Percent (0.5%) of Quarterly Gross Revenue to the City's General Fund

Tier 2:

Quarterly Gross Revenue between TEN MILLION AND ONE DOLLAR ($10,000,001) and TWENTY-FIVE MILLION DOLLARS ($25,000,000):

→ FIFTY-THOUSAND DOLLARS ($50,000) (calculated as 0.5% of $10,000,000) to the City's General Fund plus

→ with respect to any Quarterly Gross Revenue between TEN MILLION AND ONE DOLLARS ($10,000,001) up to TWENTY-FIVE MILLION DOLLARS ($25,000,000): One Half of One Percent (0.5%) of such Quarterly Gross Revenue to the City's General Fund and Four and One Half Percent (4.5%) of such Quarterly Gross Revenue to the Civic Station Revenue Fund ("CSRF").

By way of example, Quarterly Gross Revenue of TWENTY FIVE MILLION DOLLARS ($25,000,000) would result in ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) (calculated as 0.5% of $25,000,000) to the City's General Fund and SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (calculated as 4.5% of $15,000,000) to the CSRF.

Tier 3:

Quarterly Gross Revenue greater than or equal to TWENTY-FIVE MILLION AND ONE DOLLARS ($25,000,001):

→ ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) (calculated as 0.5% of $25,000,000) to the City's General Fund, SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (calculated as 4.5% of $15,000,000) to the CSRF, plus

→ with respect to any Quarterly Gross Revenue greater than or equal to TWENTY-FIVE

MILLION AND ONE DOLLAR ($25,000,001): Five Percent (5.0%) of such Quarterly Gross Revenue to the City's General Fund.

By way of example, Quarterly Gross Revenue of FIFTY MILLION DOLLARS ($50,000,000) would result in ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) (calculated as 0.5% of $25,000,000 plus 5.0% of $25,000,000) to the City's General Fund and SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (calculated 4.5% of $15,000,000) as to the CSRF.

8.4 Quarterly Gross Revenue is the total Gross Revenue earned in a quarter for the entire Vegas Loop multiplied by the number of passenger rides originating in the City divided by the number of passenger rides in Vegas Loop in such quarter. For example, if Gross Revenue for Vegas Loop in a quarter was ONE THOUSAND DOLLARS ($1,000) and One Hundred (100) total passenger rides occurred in said quarter with Seventy-Five (75) passenger rides originating outside the City and Twenty-Five (25) passenger rides originating in the City, TWO HUNDRED FIFTY DOLLARS ($250) would be the Quarterly Gross Revenue attributable to City.

Further, by way of example, a single vehicle trip in the Vegas Loop going from the Strat Hotel (i.e. in the City) to the Aria Hotel (i.e. outside the City) with three (3) passengers is equal to three (3) passenger rides originating in the City.

8.5 The three (3) "Gross Revenue Tiers" for Quarterly Gross Revenue shall be adjusted annually on July 1 of each calendar year by a percentage, rounded to the nearest hundredth of a percent, of increase in the annual average of the Consumer Price Index (CPI)–All Urban Consumers (U.S. City Average, All Items, Base Period 1982-84=100, Not Seasonally Adjusted, Series ID: CUUR0000SA0, as published by the U.S. Department of Labor, Bureau of Labor Statistics) between the most recent twelve-month period ending on December 31 as compared to the prior twelve-month period ending on December 31; or the nearest comparable data on changes in the cost of living, if such index is no longer published. The initial CPI adjustment shall occur on the first July 1st that occurs at least one (1) year after the first paid fare.

8.6 The CSRF shall be restricted and may only be used as follows:

A. The Company shall deposit the CSRF funds, as described above, to an account held by the Company, auditable by the City at its own expense. Monies deposited into the CSRF may only be withdrawn pursuant to the terms of this Agreement.

B. At any time during the Term and prior to the conversion to the Clark County revenue model contemplated in Section 8.7 below, either party may make a written request to the other party that identifies a Civic Station or multiple Civic Stations and associated tunnel extensions necessary to enable the proposed Civic Station to be operational with connectivity to the Vegas Loop, including the planning, design, construction, and operations and maintenance for a proposed term (each, a "Civic Station Request"). The City agrees to consider a written Company Civic Station Request and will provide written notice of the acceptance or rejection of said Company Civic Station Request within thirty (30) calendar days thereafter. Failure by the City to provide written notice of the acceptance or rejection of said Company Civic Station Request within thirty (30) calendar days shall be deemed a rejection. The Company agrees to consider a written City Civic Station Request.

C. Upon the City's written acceptance of a Company Civic Station Request, or upon a City Civic Station Request to the Company, the Parties will negotiate in good faith to finalize the Company's development proposal (each, a "Development Proposal") under separate written agreement within ninety (90) calendar days or other time mutually agreed to by the Parties in writing (the "Civic Station Proposal Term") after the (i) City's written acceptance of the Company Civic Station Request; or (ii) the Company's receipt of a City Civic Station Request. Funds in the CSRF may only be withdrawn upon the execution by

both Parties of an agreement to allocate funds in connection with a Development Proposal, except pursuant to Section 8.7A.

D. During the Civic Station Proposal Term, the Parties agree that the unallocated funds in the CSRF shall not be withdrawn by either party who otherwise may have a right to withdraw from the CSRF pursuant to this Agreement. During an active Civic Station Proposal Term or during the thirty (30) day calendar notice period contemplated in Section 8.7A, neither party may submit additional Civic Station Requests.

E. If the Parties are unable to timely finalize a Development Proposal under separate written agreement during the Civic Station Proposal Term or any extension thereof, then the Civic Station Request shall expire and the then unallocated funds in the CSRF shall remain in place until such earlier time (i) either party makes another Civic Station Request to the other party, or (ii) the conversion to the Clark County revenue model contemplated in Section 8.7 below occurs.

F. Upon the mutual written acceptance of a Development Proposal, and if the CSRF balance is inadequate to reimburse the cost of the Development Proposal, either party may use other monies to accelerate the planning, design, construction, and operations and maintenance for a proposed term, of said Development Proposal (the "Civic Station Accelerated Monies"). The Civic Station Accelerated Monies may be reimbursed with funds from the CSRF upon mutual written agreement of the Parties, and as the CSRF balance increases with deposits pursuant to Section 8.3, the party providing the Civic Station Accelerated Monies shall be reimbursed on a quarterly basis thereafter until such time the Civic Station Accelerated Monies are reimbursed in full. At no time shall either party be required to expend monies to reimburse the other party for Civic Station Accelerated Monies.

G. Operation and maintenance costs associated with Civic Stations include utilities, site security, land lease payments, and ongoing maintenance and repair costs.

H. City may separately hire a third-party other than Company to plan, design, build, operate, or maintain a Civic Station that would be located on the Vegas Loop alignment and in conformance with Company specifications. However, the City may not draw from the CSRF to undertake the actions set forth in this Section 8.6.H..

8.7 Civic Station Revenue Funding Model Conversion.

A. After the tenth (10th) anniversary of this Agreement's Effective Date, either party shall have the right to convert, upon no less than thirty (30) calendar days' written notice to the other party, the three Gross Revenue Tiers contemplated in Section 8.3 to the two Gross Revenue Tiers detailed in the 2021 *Clark County Franchise Agreement Granted to The Boring Company* (the "Clark County Franchise") on file with the Clark County Clerk as the terms existed on the Effective Date of this Agreement and adjusted for CPI increases, adapted to apply to the City as stated herein below. The conversion to the two Gross Revenue Tiers contemplated in the Clark County Franchise shall then be applicable to the next calendar quarter and thereafter. If a party provides notice under this Section 8.7 during a Civic Station Proposal Term, the right to convert to the Clark County revenue model shall be available immediately upon the later of (i) the expiration of the Civic Station Proposal Term or (ii) thirty (30) calendar days after notice was provided.

The Clark County Franchise Section 8, *Franchise Payments and Fees*, established two Gross Revenue Tiers, to be calculated on a quarterly basis, adapted for the City as follows:

→ with respect to Quarterly Gross Revenue less than or equal to a threshold of SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($17,500,000): One-half percent (0.5%) of Quarterly Gross Revenue to the City's General Fund.

→ with respect to Quarterly Gross Revenue greater than a threshold of SEVENTEEN MILLION

FIVE HUNDRED THOUSAND DOLLARS ($17,500,000): One-half percent (0.5%) of the first SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($17,500,000) of Quarterly Gross Revenue and five percent (5%) of all Quarterly Gross Revenue in excess of SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($17,500,000) to the City's General Fund.

By way of example, Quarterly Gross Revenue of FIFTY MILLION DOLLARS ($50,000,000) would result in ONE MILLION SEVEN HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($1,712,500) (calculated as 0.5% of $17,500,000 plus 5.0% of $32,500,000) to the City's General Fund.

B. The two Gross Revenue Tiers would also be adjusted to the then existing threshold limit on the date either party provides a written request to the other party to convert to the two Gross Revenue Tiers fee model. The Clark County Franchise Section 8.3 contemplates an annual Consumer Price Index adjustment on July 1 of each year after the Effective Date of the Clark County Franchise. Therefore, at the date of conversion to the two Gross Revenue Tiers, and in each subsequent year thereafter, the SEVENTEEN MILLION FIVE HUNDRED THOUSAND ($17,500,000) threshold referenced in this Section 8.7 shall be established by the then existing adjusted Clark County Franchise threshold due to Consumer Price Index adjustments.

8.8. Upon conversion to the Civic Station revenue funding model to the Clark County revenue model contemplated in Section 8.7 above or at the end of this Agreement, including any extensions thereof, the Company and the City shall evenly split any remaining balance in the CSRF. Each party may use the proceeds in its sole and absolute discretion.

8.9 Payments and fees due and payable by the Company pursuant to this Section are due no later than fifteen (15) calendar days after the end each calendar quarter. Payments and fees are subject to the provisions of LVMC 6.92.050 regarding the delinquency in fee payments.

Checks for Master Monorail Business License Fees to the City's General Fund shall be made payable to the "City of Las Vegas" and mailed or delivered to the City's Finance Department. The place and time of payment may be changed at any time by City upon thirty (30) calendar days' written notice to Company.

Acceptance by the City of any payment due under this Agreement or LVMC 6.92 shall not be deemed a waiver by the City of any breach of Company's obligations under this Agreement or applicable law, and such acceptance shall not preclude the City from later collecting a larger amount that was due in accordance with federal, state, and local laws.

SECTION 9. PUBLIC SAFETY PAYMENTS AND FEES.

9.1 LVFR shall develop a list of equipment that Company will purchase to cover LVFR's public safety costs in connection to the Monorail. Prior to the issuance of the first construction permit the Company shall pay the City an amount to be determined by the Parties, and shall make subsequent payments thereafter as agreed upon by the Parties, which may include both equipment costs and operating costs, as determined by the Parties. No permits shall be issued until LVFR is satisfied, in its reasonable discretion, with the equipment list, associated operating costs and payment phasing.

SECTION 10. FINANCIAL REPORTING.

10.1 In lieu of any detailed financial report required in LVMC 6.92.060, the Company shall submit Gross Revenue information by type of revenue, such as fares (whether paid by the passenger or a resort or a convention organizer as part of a promotion), advertising, etc., and attested to by an independent Certified Public Accountant. This report shall consist of only the data required to calculate Gross Revenue: total number of rides in the Monorail, in the City and the County; total advertising, concession and other revenue

for the Monorail; total quarterly Gross Revenue apportioned to City; and the Master Monorail Business License fee amount.

10.2 The Company shall submit with its annual report required in paragraph 10.1 a list of any and all persons using the Company's facilities, pursuant to Section 3.5 of this Agreement, during the prior year.

10.3 The Company shall retain all Monorail records and reports and shall allow for audits of Gross Revenue (and not, e.g. Operations and Maintenance costs), at the City's expense (except for travel expenses to be paid by the Company if the records are not within the boundary of Clark County), of its records in accordance with applicable provisions of LVMC 6.92.060.

SECTION 11. REVOCATION; SUSPENSION; PENALTIES.

11.1 In the event that the Company has failed to comply with the applicable provisions of the LVMC, this Agreement, or the applicable laws or regulations of the State of Nevada or of the United States, the Company and Lender's Agent shall be given sixty (60) calendar days from receipt of written notification of same from the City to remedy such failure; provided that, if the Company or Lender's Agent submits a written request to the City within such sixty (60) calendar days, the request shall be placed before the City Council and the Company and/or Lender's Agent shall be given an opportunity to be heard. Such sixty (60) calendar day period may be extended by the City Council if it determines that the cause of such failure may be corrected but cannot reasonably be corrected within sixty days. In the event that the failure has not been remedied within the sixty (60) calendar day period or other amount of time authorized by the City Council, the City Council may, in its sole discretion, choose to:

A. impose monetary fines and other penalties upon the Company and/or Operator, including but not limited to: (i) assessment of penalties upon this Agreement in an amount deemed appropriate by the City Council, but not exceeding the amount of the security deposit established in the applicable paragraphs of Section 17 of this Agreement; (ii) suspension of construction or operation of the Monorail; or (iii) restriction of business activities of the Monorail and Monorail Master Business License; or

B. revoke or suspend this Agreement or Monorail Master Business License and impose terms for reinstatement or continuance of either; or

C. make or cause to be made appropriate claims under any completion or performance security provided pursuant to the applicable paragraphs of Section 17 of this Agreement.

Notwithstanding paragraph B above, unless the Company has abandoned the Monorail as described in Section 12 hereof, the City shall not revoke or suspend this Agreement or Monorail Master Business License unless the City has obtained a final judgment from a court of competent jurisdiction that the Company has defaulted on its obligations under applicable provisions of the LVMC, this Agreement, or the applicable laws or regulations of the State of Nevada or of the United States, provided: (i) the judgment is not appealable; or (ii) the losing party has failed to file an appeal in the time permitted under applicable law.

11.2 Any such monetary fines or penalties shall be due within thirty (30) calendar days of written notification by the City, made payable to the City, and delivered to the City's Director of Community Development at the City's address indicated in Section 22 of this Agreement. A late charge of five percent (5%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) calendar days of the written notification.

11.3. If a fine or penalty which has been imposed by the City Council is not paid within thirty (30) calendar days from the date of written notification from the City to the Company and/or Lender's Agent, the Company or Lender's Agent hereby grant the City authorization to deduct the amount of the fine or penalty plus late charges, if any, from the security deposit provided for such purposes, pursuant to the

applicable paragraphs of Section 17 of this Agreement and the applicable sections of LVMC. If at any time the City has drawn upon such security deposit, the Company shall within thirty (30) calendar days of deficiency of funds replenish such security to the original minimum amount established in the applicable paragraph of Section 17 of this Agreement.

SECTION 12. ABANDONMENT OF MONORAIL.

12.1 In the event that:

A. the Company (i) does not successfully complete the construction of the Monorail; (ii) has stopped construction of the Monorail or all or a material portion of the Monorail, including the portion located in the Rights-of-Way for a period in excess of one hundred eighty (180) calendar days; or (iii) has not been in continuous operation (as scheduled) transporting passengers for a period in excess of one hundred eighty (180) calendar days, and has made no effort to cure the above circumstances, unless such failure to operate is permitted by the LVMC or the City Council or a Force Majeure event, or the terms of this Agreement; and

B. such failure to operate has not been remedied within sixty (60) calendar days after receipt by the Company and/or Lender's Agent of written notice from the City specifying the same, provided that if the Company or Lender's Agent submits a written request to the City within sixty (60) calendar days, the request shall be placed before the City Council and such sixty (60) calendar day period may be extended by the City Council if it reasonably determines that the cause of such failure may be corrected but cannot reasonably be corrected within sixty (60) calendar days; and

C. the Company and/or Lender's Agent are given an opportunity to be heard; then the City Council may declare all or such portion of the Monorail to be abandoned and may terminate this Agreement and the Monorail Master Business License with respect to all of the Monorail or such portion of the Monorail so determined to be abandoned. Upon abandonment, the Company shall comply with the terms of the Decommissioning Plan, attached hereto as **Exhibit B** and by this reference incorporated herein.

SECTION 13. TRANSFERS AND ASSIGNMENTS.

13.1 This Agreement shall grant a privilege that is in the public trust and personal to the Company. The Company's obligations under this Agreement involve personal services whose performance involves personal credit, trust, and confidence in the Company. No Transfer or Assignment of this Agreement shall occur except as approved by the City Council. Request for Transfer and Assignment of this Agreement pursuant to this Section 13 shall not be unreasonably withheld or delayed by the City Council.

Notwithstanding the foregoing, this Agreement may be transferred or assigned to an affiliate or nonprofit related to the Company that is qualified to perform under this Agreement without such City Council approval.

SECTION 14. LENDER'S RIGHTS.

14.1 At any time, and from time to time during the term of this Agreement, the Company shall have the right, at its sole cost and expense, to grant a security interest in, mortgage, pledge, hypothecate, grant a deed in trust or otherwise encumber, or assign revenues, issues and profits of the Monorail or collaterally assign an interest in this Agreement and to assign or pledge the same as security for any loans or other debt obligations. All fees and payments payable to the City under this Agreement and required by the City to take priority over all other debt obligations of the Company.

14.2 The Lender's Agent shall register with the City its name and address in writing. The City shall provide the Lender's Agent with all notices sent to the Company.

14.3. In the event the City issues a notice under Section 11 or 12 hereof, the Lender's Agent may, within the cure period specified in such notice, remedy the failure of the Company, and the City shall accept such performance by the Lender's Agent as if the same had been done by the Company.

14.4 The Lender's Agent may propose a Substituted Entity to act in place of the Company. The City shall have no obligation to approve such Substituted Entity unless that entity demonstrates to the City's satisfaction that it has the financial resources and experience to timely perform the obligations of the Company under this Agreement. A Substituted Entity may not act in place of the Company for more than one year from the date approved by the City. The Company and/or Lender's Agent may apply for Transfer and Assignment of this Agreement to the Substituted entity, which may be approved by the City Council in its sole discretion.

14.5 In the event the City determines to terminate this Agreement, the Lender's Agent, if applicable, shall thereupon have the option to have all rights, obligations and duties of the Company under this Agreement Transferred and Assigned by the City, pursuant to the requirements of Section 13 of this Agreement, to the Lender's Agent or to a Substituted Entity approved by the City effective upon the Lender's Agent or Substituted Entity: (i) executing an agreement, acceptable to the City, by which such Lender's Agent or Substituted Entity assumes all rights, obligations and duties of the Company under this Agreement; (ii) paying any and all sums which would, at the time of such assumption, be due under this Agreement but for such assumption; and (iii) fully remedying any existing deficiencies under this Agreement and the LVMC.

14.6 The Company shall ensure that Lender, Lender's Agent, or any other creditor of the Company, does not place a lien on Rights-of-Way. If liens are placed on Rights-of-Way the Company shall take immediate action to remove the lien.

SECTION 15. INDEMNIFICATION AND LIABILITY.

15.1 The Company shall indemnify, hold harmless, and defend the City, its officers and employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, costs of investigation and litigation, attorneys' fees and expenses, consultants' fees and expenses, and expert witnesses' fees and expenses, judgments or liability of any kind arising out of or in any way connected with (i) the design, installation, construction, operations, maintenance, or condition of the Monorail; (ii) the remediation, decommissioning or abandonment of the Monorail, including obligations under the Decommissioning Plan; (iii) any action or inaction, including intentional, reckless or willful misconduct, by the Company, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the Monorail, the Rights-of-Way, and this Agreement; and (iv) the Company's obligations set forth in this Agreement. The amounts and types of required insurance coverage set forth in this Agreement and the LVMC shall in no way be construed as limiting the scope of indemnity set forth in this Section.

The Company agrees, within thirty (30) calendar days of receipt of invoice from the City to pay all reasonable attorney's fees and such other costs and/or expenses as required by the City in handling of and/or for the defense of such claims and any other legal actions in addition to those items mentioned above.

The Company agrees to repair and/or restore, to the satisfaction of the City, any damage sustained to public property, including, but not limited to, Rights-of-Way and any improvements thereto, caused by the Company and/or the Monorail. The Company shall provide such repair and/or restoration immediately after damage is incurred. The City does not warrant the condition of the Rights-of-Way for the Monorail. The Company accepts use of the Rights-of-Way in its "AS-IS" condition.

The Company agrees and acknowledges that the use of the Rights-of-Way, by the City or other authorized users, as set forth herein, may disturb the Monorail and the City shall not be responsible for

damage or disturbance to the Monorail resulting from the use of the Rights-of-Way. The foregoing notwithstanding, the Company agrees that the City will not be liable or responsible for any damage or injury to the Monorail unless such damage or injury results from direct physical contact with the Monorail and is directly and solely caused by the active negligence or intentional actions of the City, its officers or employees.

This Section survives termination of this Agreement and applies to the Monorail in a decommissioned or abandoned status.

15.2 The following procedures shall apply to all claims for indemnification under this Section 15.

A. If the City receives notice of or otherwise has actual knowledge of a claim which it believes is within the scope of indemnification owed to it under this Section 15 by the Company, it shall by writing as soon as practicable:

(1). inform the Company of such claim; and

(2). send to the Company a copy of all written materials the City has received asserting such claims; and

(3). notify the Company that either: (i) the defense of such claims is being tendered to the Company; or (ii) the City has elected to conduct its own defense for a reason set forth in Subsection 15.2.E below.

B. If the insurer under any applicable insurance policy accepts tender of defense, the Company and the City shall cooperate in the defense as required by the insurance policy. If no defense is provided by insurers under potentially applicable insurance policies, then Subsections 15.2 (C), (D), (E) and (F) below shall apply.

C. If the defense is tendered to the Company, it shall within forty-five (45) calendar days of said tender deliver to the City a written notice stating that the Company:

(1). accepts the tender of defense and confirms that the claims are subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter; or

(2). accepts the tender of defense but with a "reservation of rights" in whole or in part; or

(3). rejects the tender of defense if it reasonably determines it is not required to indemnify against the claims under this Section 15.

If such notice is not delivered within such forty-five (45) calendar days, the tender of defense shall be deemed rejected.

D. If the City gives notice under Subsection 15.2 (A)(3)(i) above, the Company shall have the right to select legal counsel for the City, and the Company shall otherwise control the defense of such claims, including settlement, and bear the fees and costs of defending and settling such claims. During such defense:

(1). the Company shall at the Company's expense, fully and regularly inform the City of the progress of the defense and of any settlement discussions; and

(2). the City shall, at the Company's expense: (i) fully cooperate in said defense; (ii) provide to the Company all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to the City; and (iii) maintain the confidentiality of all communications between it and the Company concerning such defense.

E. At its option, the City may elect to hire an attorney and/or attorneys to defend the City, its

elected officials, employees, and agents for any of the items set forth above, including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the City exercises this option, the Company agrees that the Company remains subject to all indemnification obligations as set forth in this Section, including, but not limited to, paying all costs, reasonable documented attorney's fees, costs of suit, costs of appeal, and expert witness fees. The City may assume its own defense pursuant to this Subsection 15.2(E) by delivering to the Company written notice of such election.

F. If the City elects to conduct its own defense pursuant hereto, all reasonable and documented third-party costs and expenses it incurs in investigating and defending claims for which it is entitled to indemnification hereunder shall be reimbursed by the Company on a current basis. In the event the City is entitled to and elects to conduct its own defense, then it shall have the right to settle or compromise the claims with the Company's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court, and with the full benefit of the Company's indemnity.

SECTION 16. INSURANCE.

16.1 The Company shall at its own cost and expense, obtain and maintain commercial general liability insurance naming the City, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. The Company shall maintain at all times limits of no less than $1 million combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The insurance coverage supplied by the Company must provide for a thirty (30) day calendar notice to the City before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. The Company shall at all times maintain workers' compensation insurance in compliance with NRS Chapters 616 and 617.

SECTION 17. SECURITY FOR PERFORMANCE.

17.1 At least thirty (30) calendar days prior to Commencement of Construction, the Company shall provide the City security in a bond, an irrevocable Letter of Credit, or cash (at the Company's sole discretion) for THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) which must approved by the Director, that guarantees the safe securing of the Monorail within Rights-of-Way in accordance with the terms of the Decommissioning Plan. Such security may be provided by an affiliate, related party, or owner of Company that is acceptable to the City.

SECTION 18. RIGHTS RESERVED TO CITY.

18.1 The City reserves all of its rights to exercise its governmental rights, powers, and authorities now or hereafter to the full extent that such powers may be vested in or granted to the City; and to grant multiple exclusive agreements for the operation of other Monorails in the City by other persons, subject to limitations herein.

SECTION 19. CITY INSPECTIONS.

19.1 The Director of the City's Building Department, or its designee, shall inspect all work performed by the Company relating to the maintenance facilities, passenger stations and associated structures of the Monorail. The Director of Public Works, or its designee, shall inspect all work performed by the Company relating to facilities placed in Rights-of-Way that will be owned and maintained by the City and any restoration of Rights-of-Way. The Company shall notify the respective Director when facilities and/or Rights-of-Way restoration are ready for inspection. Any inspection and subsequent approvals undertaken by the City pursuant to this Agreement are undertaken solely to ensure compliance with this Agreement

and are not undertaken for the safety or the benefit of any individual or group of individuals as members of the public. Provisions in this Agreement dealing with inspection or approval by the City do not extend the City's general law duties. The costs of special inspections shall be paid by the Company pursuant to LVMC.

SECTION 20. RESERVED.

SECTION 21. GIFTS.

21.1 No officer or employee of Company shall offer to any officer or employee of the City, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the City or political campaign contributions that comply with applicable federal, state, and local laws.

SECTION 22. NOTICE.

22.1 All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified; (ii) three (3) business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) business day after deposit with a nationally recognized air courier service such as FedEx; or (iv) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) business days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

The Company shall notify the City's Director of Community Development any change of address within ten (10) business days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Company from any obligation imposed by this Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine, or penalty imposed by the City.

To City: ATTN: City Manager
City of Las Vegas
459 S. Main Street, 7th Floor
Las Vegas, NV 89101

and: ATTN: City Attorney
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

for address changes: ATTN: Director, Community Development
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

To Company: TBC-The Boring Company
3395 Cambridge Street
Las Vegas, NV 89169

22.2 Notices shall be sent to the approved Lender's Agent at the address provided in writing to the City. The Lender's Agent shall notify the City's Director of Community Development of any change in its status as Lender's Agent or in its address within ten (10) business days of such occurrence. Failure to provide

notification, and any resulting delay in receipt of notice, shall not serve as cause for reduction or removal of any restriction, fine or penalty imposed by the City.

SECTION 24. MISCELLANEOUS.

24.1. INCORPORATION OF TERMS. The introductory language and Recitals set forth above, and the exhibits referenced herein and attached hereto are incorporated into this Agreement by reference and made a part hereof.

24.2 COMPLIANCE WITH LAW. The Company shall at all times comply with all federal, state and local laws, rules and regulations applicable to this Agreement or the installation and operation of the Monorail.

24.3 APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. The Parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties, and/or any claim of injury or damage.

24.4 MODIFICATION. This Agreement may not be modified except by express written agreement, duly authorized by the appropriate governing bodies or representatives of the Parties.

24.5 WAIVERS. No obligation under this Agreement shall be deemed to be waived except by an express written waiver signed by an authorized representative of the party against whom such waiver is sought to be enforced. A waiver of any rights by either party with regard to any particular situation shall not constitute a waiver of such party's rights with regard to any other situation.

24.6 SEVERABILITY. If any provision of this Agreement is for any reason held to be invalid or unconstitutional, in whole or in part, by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, such provision shall thereupon return to full force and effect without further action by either party and shall thereafter be binding on the Company and the City. If the terms of this Agreement are materially altered due to changes in or rulings regarding governing law, then the parties agree to promptly use their best reasonable efforts to amend this Agreement so as to restore the original intent of the parties and to preserve the benefits bargained for by each party.

24.7 CONSTRUCTION OF AGREEMENT. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions.

24.8 THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create any rights, powers, or interests in any third party, except to the limited extent that such rights are expressly conferred to third parties pursuant to Sections 11, 12, 14, and Section 15 above.

27.9 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and Company concerning the matters contained herein and supersedes all prior negotiations, understandings

and agreements between the parties concerning such matters. The Parties acknowledge that no promises, warranties or representations of any kind have been made to each other which are not a part of this Agreement to induce either party to enter into this Agreement. The rights and obligations of this Agreement shall inure to the benefit of and be binding upon the Parties' permitted successors and assigns.

27.10 COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

Attest:

By: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 5/19/22
John S. Ridilla Date
Chief Deputy City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

TBC—THE BORING COMPANY

By: _____

Printed Name: Steve Davis

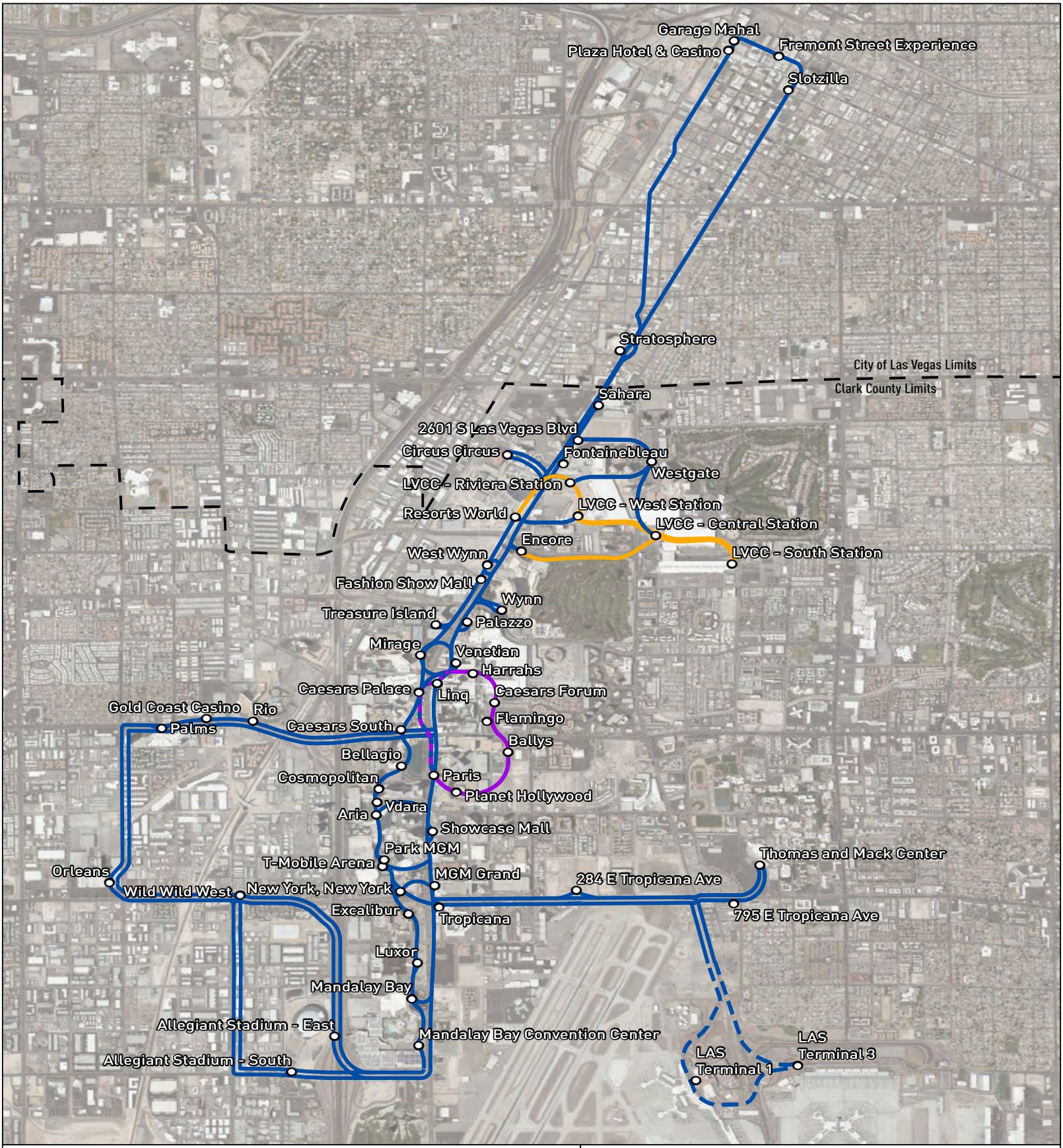
Title: President

Date: May 18, 2022

EXHIBIT A

VEGAS LOOP ROUTE MAP AND DRAWINGS

[REFERENCE ATTACHED]



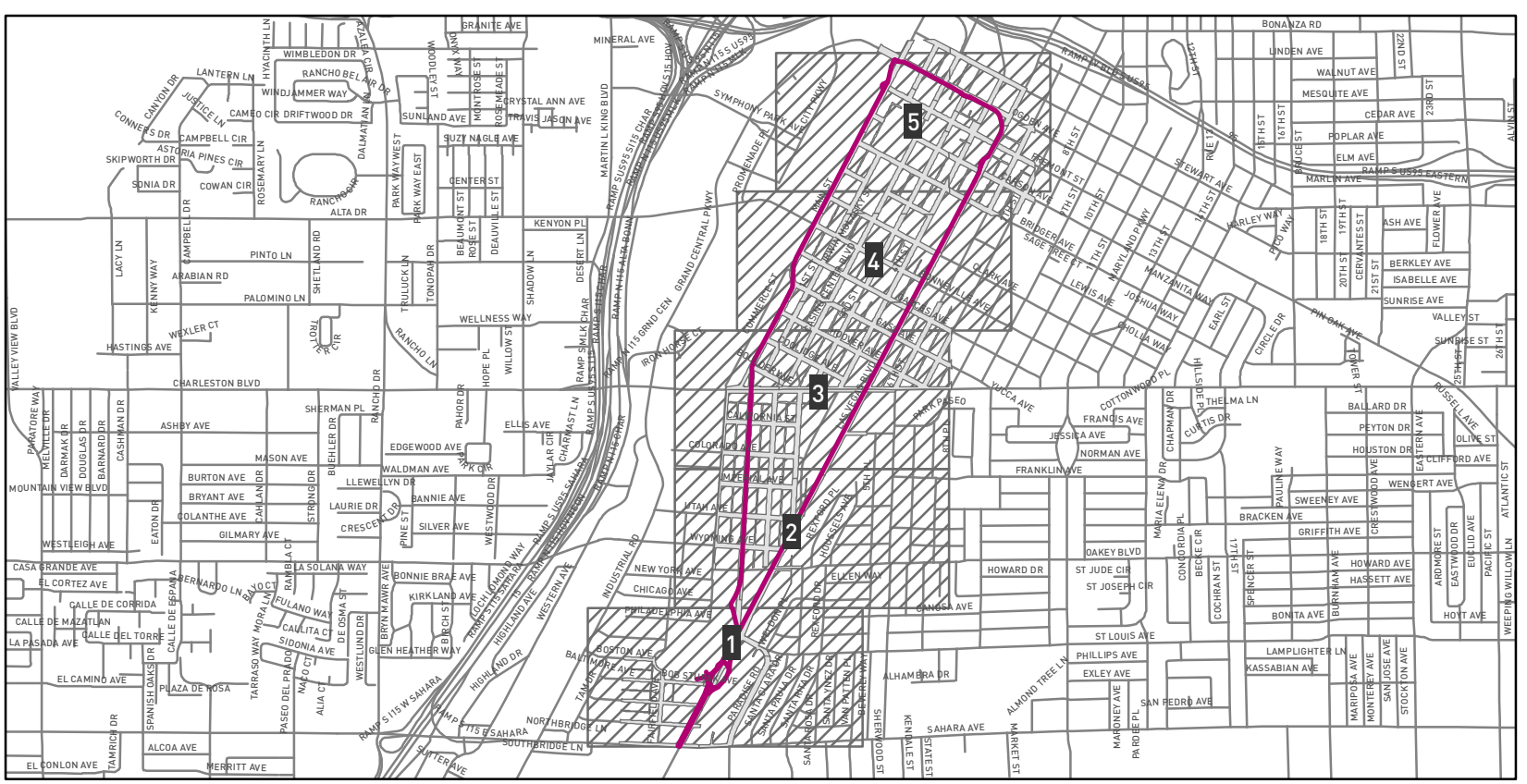
- Proposed Loop Station
- Proposed Main Artery Tunnel - Vegas Loop
- Proposed Main Artery Tunnel - Caesars Loop
- Active Projects Under Separate Entitlement
- Proposed Future Airport Connector

VEGAS LOOP

PROPOSED ALIGNMENT AND STATIONS

0 0.375 0.75 1.5 Miles

REVISED: 10/22/2021



OVERVIEW MAP
1 inch = 2,747 feet

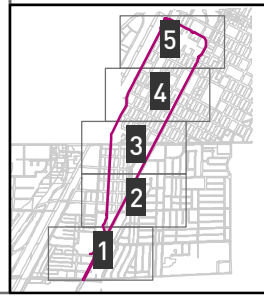
0 1,375 2,750 Feet

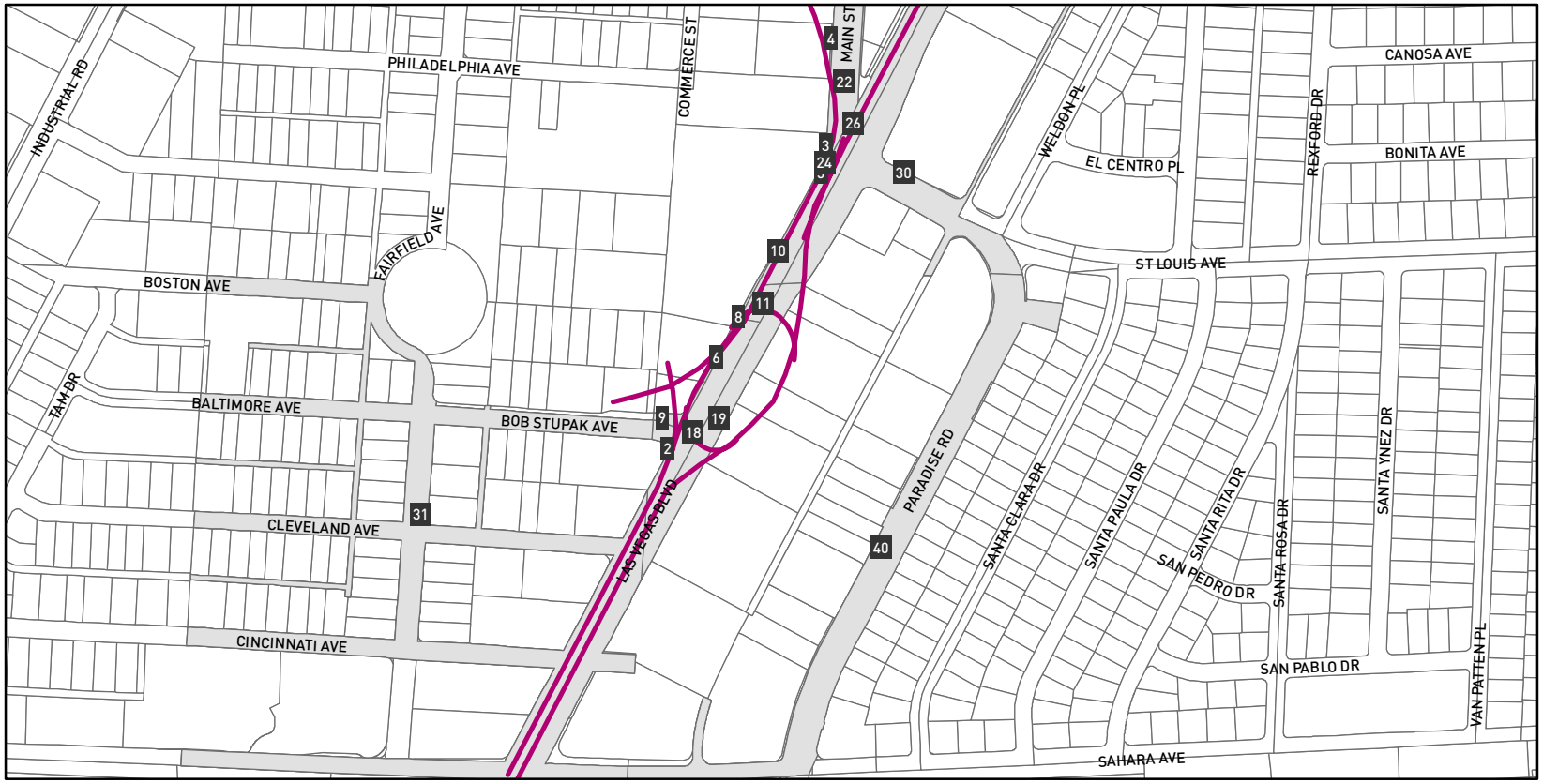
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

COVER SHEET
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

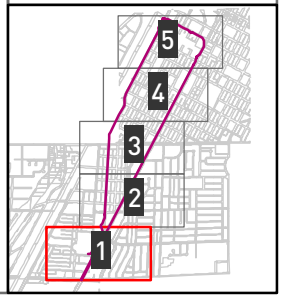
- 2, 16203499022
- 3, 16203399018
- 4, 16203399013
- 5, 16203399022
- 6, 16203499041
- 8, 16203399033
- 9, 16203499040
- 10, 16203399027
- 11, 16203499001
- 18, 16203499013
- 19, 16203499015
- 22, 16203399039
- 24, 16203399052
- 26, 16203399003
- 30, 16203399012
- 31, 16204899005
- 40, 16203499011

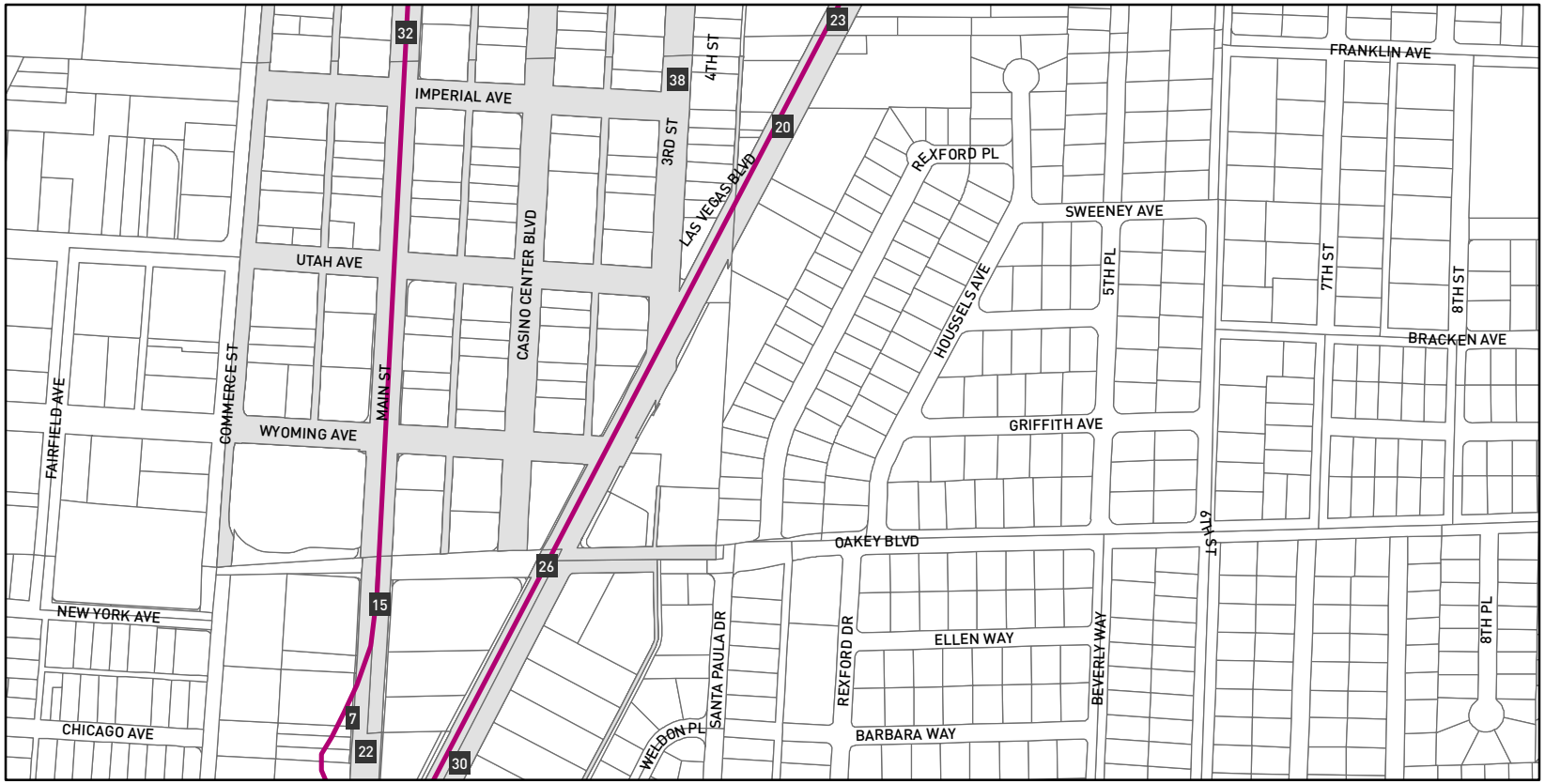
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 1 OF 5
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

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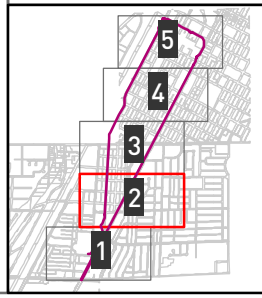
- 15, 16203399038
- 20, 16203299002
- 22, 16203399039
- 23, 16203199017
- 26, 16203399003
- 30, 16203399012
- 32, 16203199001
- 38, 16203299001

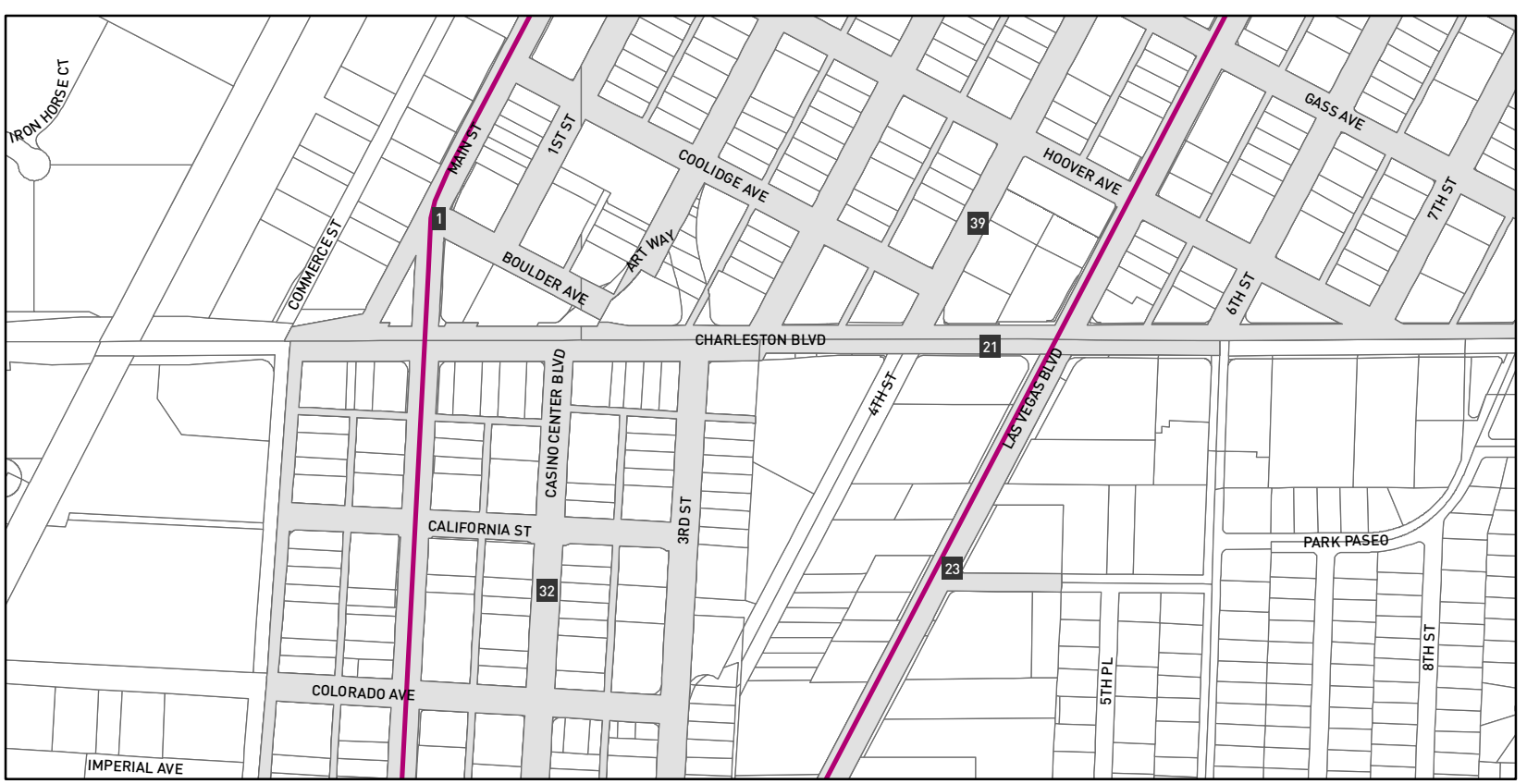
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 2 OF 5
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

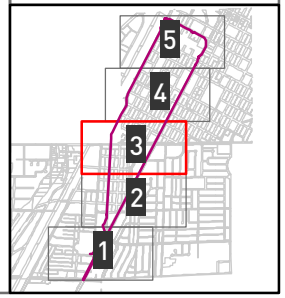
1, 13933899003 21, 16203199002 23, 16203199017 32, 16203199001 39, 13934499001

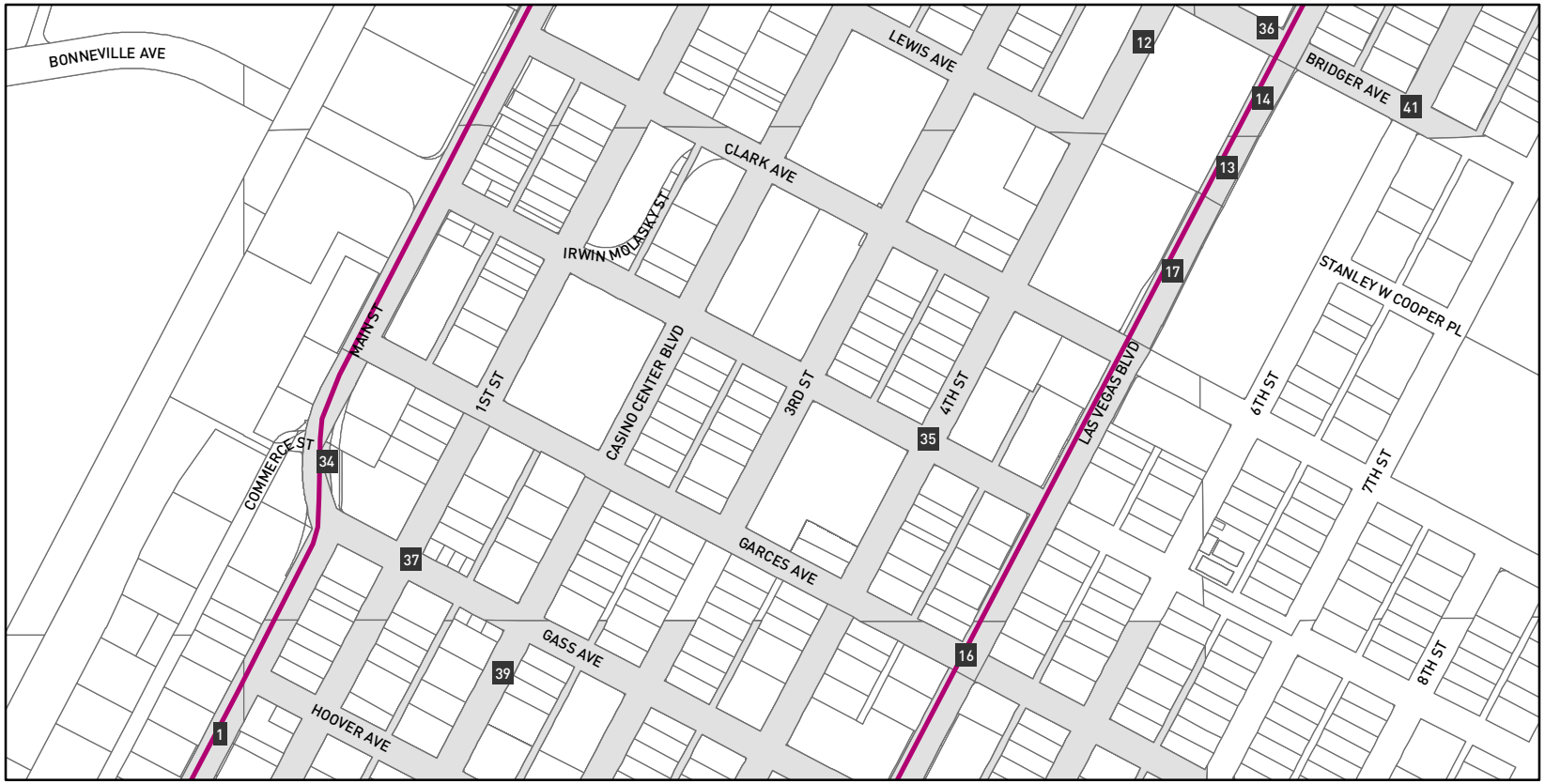
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 3 OF 5
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

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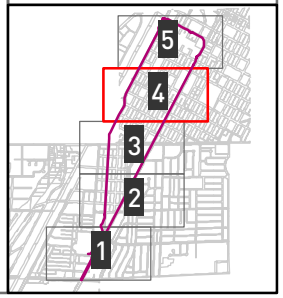
- 12, 13934299002
- 13, 13934799001
- 14, 13934699007
- 16, 13934499002
- 17, 13934399003
- 34, 13934399063
- 35, 13934399002
- 36, 13934699002
- 37, 13934399030
- 39, 13934499001
- 41, 13934699005

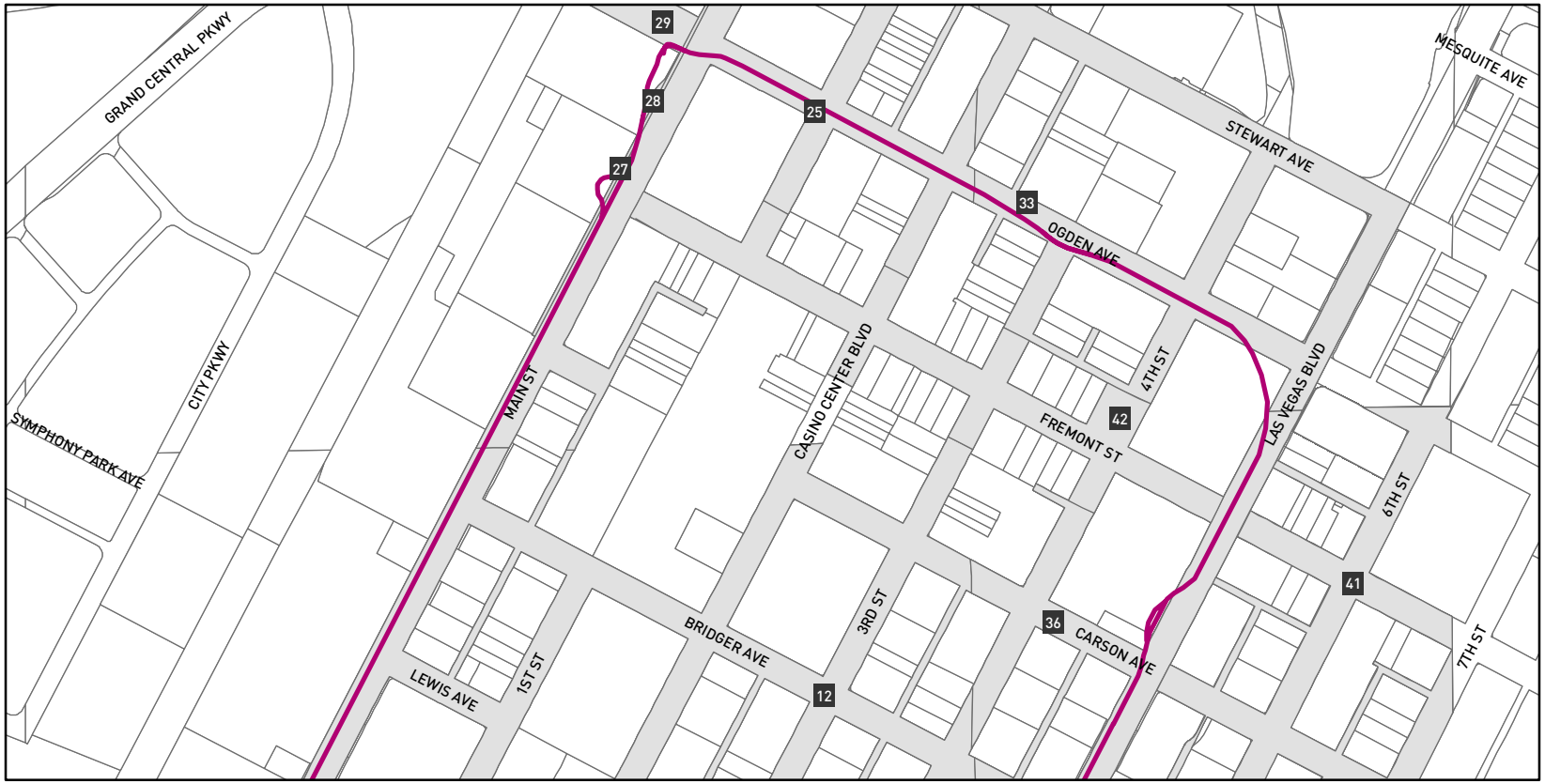
VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 4 OF 5
REVISED: 4/11/2022





PLAN VIEW
1 inch = 500 feet

0 125 250 500 Feet

PARCEL NOTES

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- 25, 13934199003
- 27, 13934199011
- 28, 13934199024
- 29, 13934199008
- 33, 13934599018
- 36, 13934699002
- 41, 13934699005
- 42, 139341110640

VEGAS LOOP
CITY OF LAS VEGAS
PROJECT LOCATION EXHIBIT

VEGAS LOOP

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

SHEET 5 OF 5
REVISED: 4/11/2022

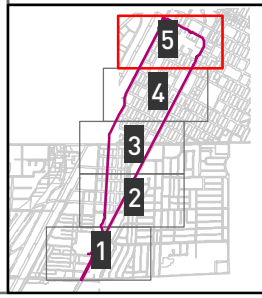


EXHIBIT B

DECOMMISSIONING PLAN

DECOMMISSIONING—ABANDONMENT OF PROJECT.

In the event that the Company does not successfully complete the construction of the Monorail, has stopped construction of the Monorail, or all or a material portion of the Monorail, including the portion located in the City Rights-of-Way, has not been in continuous operation transporting passengers for a period of time as set forth in the Agreement, and the Company has not cured per the Agreement, all work or remaining work necessary to make the site safe must be completed including filling in all excavations and completing any in-grade foundations with reinforcing steel in place. The term "Abandoned" or "Abandonment" means construction or use of the Monorail has stopped, as solely determined by the City, for a period of one hundred eighty (180) day period or longer or decommissioning is required pursuant to the Agreement.

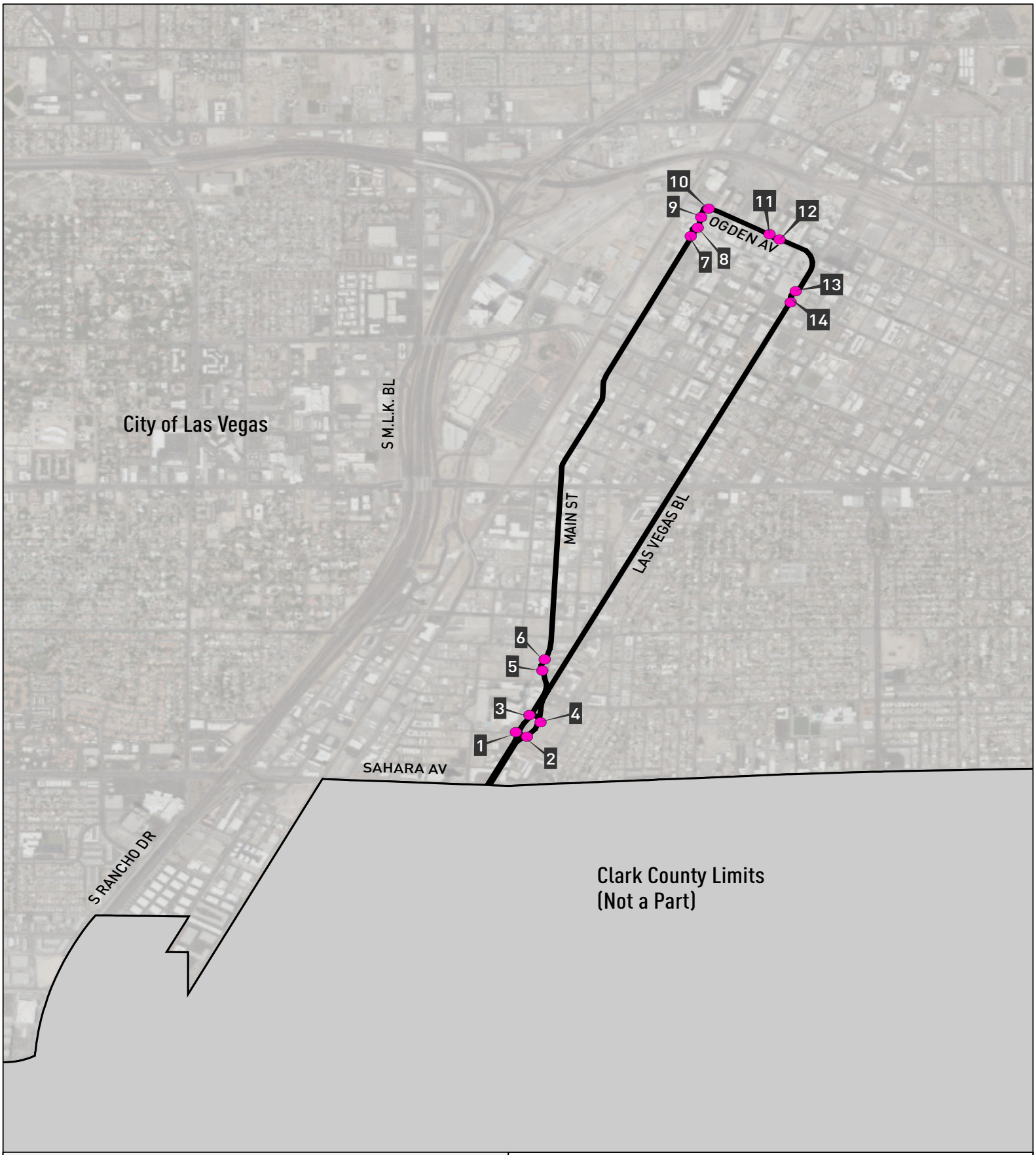
Situations where construction or use will be considered stopped, as solely determined by the City, include any one hundred eighty (180) day period where construction or use is not diligently pursued, but is restarted briefly for the apparent purpose of avoiding expiration of the one hundred eighty (180) day period. The existence of an active building permit has no bearing on determining whether the project has been Abandoned for the purposes of this Decommissioning Plan.

At the sole discretion of City, to prevent future access underneath City right-of-way, 12-inch concrete plugs shall be installed inside of the tunnels at City right-of-way boundaries. The locations and structural detail of the concrete plugs are shown in the attached Decommissioning Plan Exhibit and the work including the installation of the plugs shall be completed within one hundred eighty (180) days after notification by the City.

MONITORING

If at its sole discretion, City determines access to the abandoned tunnels shall be maintained and not plugged as described in the previous article or City agrees to a formal request from the Company to maintain access and use of the tunnels for purposes other than their intended use as described in this Agreement, annual monitoring will be conducted to ensure the condition of the tunnels are in good order, satisfactory to the City. Monitoring should include, but not be limited to, settlement, collapsing, water intrusion, detection of harmful gasses, and other safety concerns and additional monitoring activities may also be conducted, depending upon the site conditions at the time of decommissioning. Monitoring inspections shall be performed at regular intervals and meet or exceed Federal Highway Administration: Tunnel Operations, Maintenance, Inspection and Evaluation Manual. A report of the monitoring activities shall be provided to the City on an annual basis showing the results. If structural deficiencies or other hazardous conditions are noted during monitoring activities, then the Company shall immediately notify City. The Company shall perform all measures to ensure the integrity and safety of the tunnel to the satisfaction of the City.

Any de-watering systems shall be maintained in an operational condition. The principal design professional shall evaluate the structure for both architectural and structural integrity. Area safety and security of the structure shall be maintained. The tunnel shall be secure from unauthorized access twenty-four (24) hours a day.



VEGAS LOOP - CITY OF LAS VEGAS ALIGNMENT

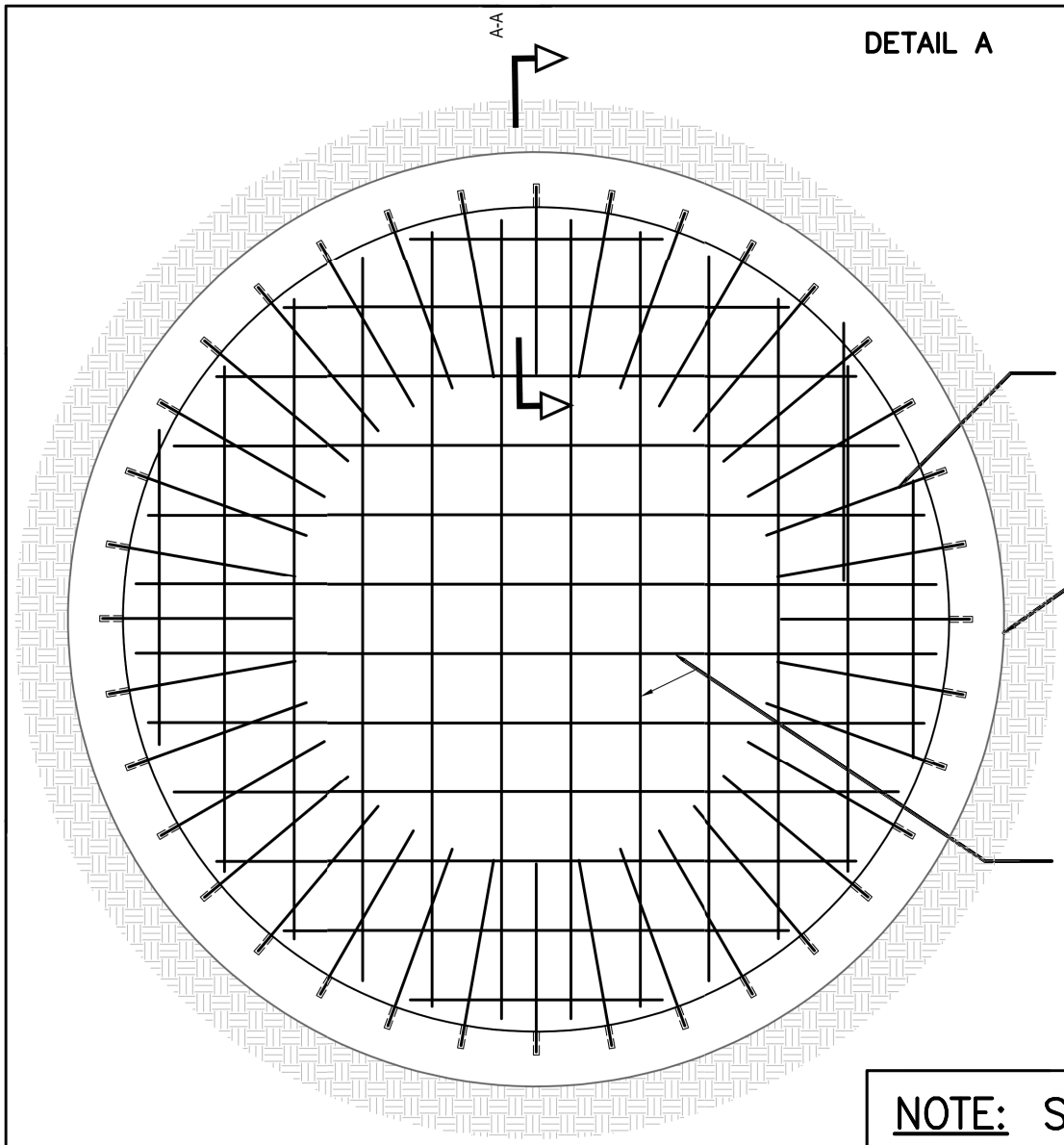
Proposed Right-of-Way Crossing

VEGAS LOOP

CITY OF LAS VEGAS
RIGHT-OF-WAY CROSSING MAP

0 0.125 0.25 0.5 0.75 1 Miles

DETAIL A



(36) #6x2'-9" LONG EPOXY DOWELS EACH FACE, EQUALLY SPACED AROUND TUNNEL W/ SIMPSON SET-XP EPOXY ADHESIVE (ICC-ES ESR-2508, 72 TOTAL)

EXISTING TUNNEL LINING

#6 REBARS @ 12" ON CENTER EACH WAY, EACH FACE

NOTE: SEE SHEET 2 FOR SECTION VIEW

3/8" = 1'-0"

CONCRETE PLUG ELEVATION VIEW

SHEET NO. 1 OF 2

VEGAS LOOP
DECOMMISSIONING PLAN
EXHIBIT

PROJECT NO. LV-000

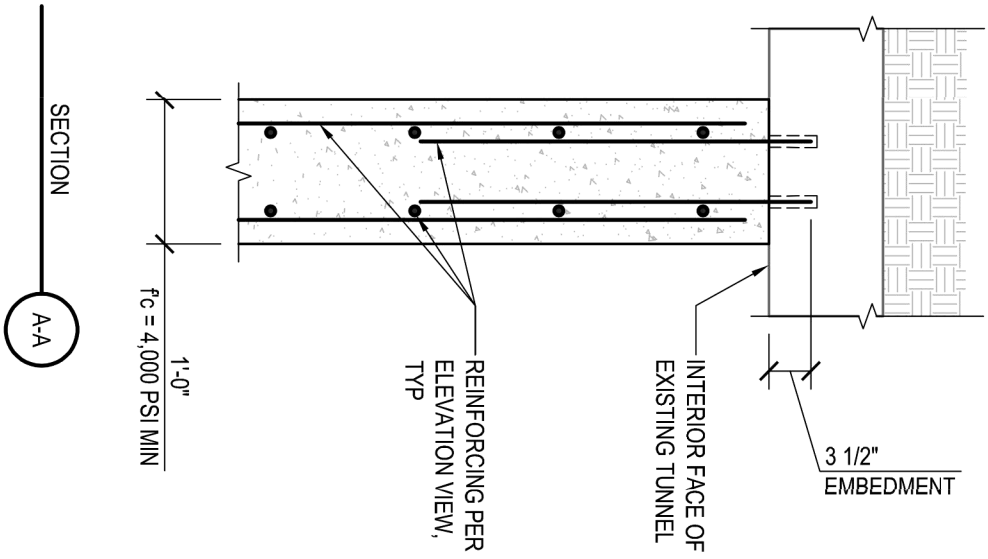
DRAWING NO. DC-003

TBC - THE BORING COMPANY

3395 CAMBRIDGE ST
LAS VEGAS, NV 89169

City Council - Page 680

SECTION VIEW OF DETAIL A



TBC - THE BORING COMPANY 3395 CAMBRIDGE ST LAS VEGAS, NV 89169	PROJECT NO. LV-000 DRAWING NO. DC–004	VEGAS LOOP DECOMMISSIONING PLAN EXHIBIT	SHEET NO. 2 OF 2

EXHIBIT C

SPECIAL USE PERMIT 20-0204-SUP 1 CONDITIONS

[REFERENCE ATTACHED]

**** CONDITIONS ****

20-0204-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Monorail use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. A Waiver has been approved to allow entitlement consideration prior to the approval of required license and operational agreements. All required licenses and agreements shall be finalized prior to the issuance of permits for construction.

4. Future stations will require an appropriate design review per the provisions of Title 19.16.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

8. Prior to the issuance of any permits, coordinate with the Department of Public Works to determine final requirements for use of rights-of-way and/or easements. The applicant shall work with the City to determine the most appropriate form of permission for the use of the public right-of-way, be that a License Agreement or Franchise Agreement. Such permissions, and compliance with any additional conditions thereon attached must be obtained prior to the issuance of any construction permits.

9. The applicant shall work with staff to provide a preliminary design and cost estimate (at no cost to the City) for a civic-use station to service the Civic and Business District (Las Vegas City Hall Complex) and an additional station servicing the Arts District at locations acceptable to the City. These shall be provided to the City prior to final design of the main artery tunnel so that it can be designed in such a way to allow these future stations to be added more easily.

10. Design and construction of this facility shall reference and comply with all appropriate design standards for tunnels including National Fire Protection Association Standard for Fixed Guideway Transit and Passenger Rail Systems, International Building Code, and others as appropriate

11. The applicant is estimating the main artery tunnel portion of the project that falls within City limits will cost $35-45 Million. This will result in applicant paying an estimated right of way work activity plan check and inspection fee of $787,500-1,012,500. A portion of these funds will cover the cost of the City's staff augmentation to include an outside tunnel engineering specialty firm to assist in the review of the design documents.

12. The applicant is responsible for the cost of Special Inspection and Testing as required by Chapter 17 of the International Building Code.

13. The Applicant shall propose for approval by the City a binding Dispute Resolution Plan that shall govern issues that may arise due to differing site conditions or events.

14. Provide a geologic survey and geotechnical report identifying existing faults and known issues and providing recommendations for addressing such within the area proposed for this facility during the design and construction of this project.

15. Provide a plan acceptable to the Department of Public Works to monitor and detect surface settlement associated with this project, and to mitigate any such subsidence that may occur.

16. Provide a plan acceptable to the Environmental Compliance Section of the Department of Public Works to monitor and detect groundwater intrusions and / or contaminants and to mitigate any such intrusions or contaminants that may occur, both during construction and subsequent operation of the facility.

17. Provide a plan acceptable to the City for monitoring Air Quality within the facility and maintaining public safety for users of the system. Such plan shall also address emergency accessibility, life safety, fire control, and all aspects of emergency response within the system both under construction and during operation. Coordinate with the City Fire Services Department for specific requirements for Fire, Life Safety, and emergency response.

18. A conceptual Traffic Impact Analysis (TIA) shall be submitted for approval by the City Traffic Engineer prior to approval of any construction drawings for stations associated with this project. The TIA shall identify the primary traffic sources for users of the stations, as well as significant secondary sources (such as park and ride users) that may use the stations, to estimate vehicular impacts to the adjacent roadway networks and address potential vehicular or pedestrian impacts to existing facilities, such as Porte Cochere operations, etc., if so determined by the City Traffic Engineer.

19. Prior to the submittal of construction drawings for the main artery tunnel, a Flood Control Technical Memorandum shall be approved by the Department of Public Works. It shall address the minimum vertical separation required between the proposed tunnel facility and the future Clark County Regional Flood Control Master Plan Facilities. It shall identify all existing and future Master Planned Facilities within the proposed footprint of this project; this includes the crossings at Charleston Boulevard & Las Vegas Boulevard, Charleston Boulevard & Main Street, and Sahara Avenue & Las Vegas Boulevard. It shall also address the impacts of potential groundwater, dewatering, and protection of storm water facilities from contamination. A groundwater permit from Nevada Division of Environmental Protection will be required if any groundwater is to be pumped or diverted in any way into the storm drain system. Additionally, prior to the submittal of construction drawings for stations, a Technical Drainage Study shall be approved. The scope of the drainage study will be dependent on the amount of on-site features impacted by the stations and historical flow patterns that may, among other things, require tunnel design countermeasures to reduce the chance of projected flows entering the tunnel.

20. Each proposed Station shall be the subject of an appropriate design review per the provisions of Title 19.16, as well as any related above-ground features such as entrances/exits, vents, emergency or maintenance access points, etc. that may affect the surface improvements. It is understood that stations will be separate phases of the project with the main artery tunnels being phase 1.

21. Prior to issuance of construction permits, the applicant shall demonstrate, through bond or insurance policy, sufficient resources to cover liabilities associated with the construction and operation of the proposed main artery tunnels, and shall maintain such resources throughout the life of the project. The project developer shall be financially responsible for any damage to any existing facilities and utilities within the public rights-of-way (including surface and sub-surface improvements and Franchised utilities) caused by the main artery tunnels during construction and operation. Additional liability coverage shall be provided for the construction and operation of stations and related improvements prior to issuance of separate construction permits for those stations.

22. The applicant shall demonstrate appropriate rights to encroach into private properties, such as easement or notarized letter of parcel Owner's permission, for the construction, maintenance, and operations of this facility for every private parcel impacted by this project prior to the issuance of any permits for construction or demolition within or underlying said properties.

23. All plans and related engineering drawings shall be submitted to the City as digital design files using the City's coordinate system. Coordinate with the Survey Section of the Department of Public Works for assistance with the City's coordinate system.

24. The applicant shall provide proof of coordination with Utility Companies and other Franchise holders within the rights-of-way and give them 45 days from receipt of final plans to issue written approval or concern. Any concerns raised shall be addressed by the applicant prior to issuance of permits.

25. Prior to the issuance of any permits for construction of this project, the applicant shall provide a Tunnel Decommission Plan and associated bond or other surety sufficient to cover costs associated with termination of the project either before completion, including restoration of existing conditions, or at the cessation of operations, in the event that the project is abandoned or otherwise terminated.

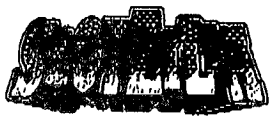
26. The applicant shall provide a plan for approval by the City depicting the proposed haul route and disposition of excavated material, as well as an estimated schedule of trips (how many trucks, how many trips) required to excavate this project, as well as a plan for detection and mitigation, if needed, of any contaminated material excavated during this project construction.

27. Contact the City Engineer's Office to coordinate design and construction with any Capital Improvement Projects within the areas of proposed improvements. This includes, but is not limited to, the Wyoming Ave CIP, Utah Ave CIP, Colorado Ave CIP, California Ave CIP, Charleston Blvd Storm Drain CIP, Las Vegas Blvd CIP, Downtown Civic Center Plaza south of City Hall, Ogden Ave CIP, and any other public projects within the scope of this project at time of development.

28. Final as-constructed tunnel alignments and profiles shall be submitted to the City certified by a Nevada Professional Land Surveyor.

Fremont Street EXPERIENCE PARKING CORPORATION

Fremont Street EXPERIENCE



Honorable Carolyn Goodman, Mayor
Las Vegas City Council
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

RECEIVED
CITY CLERK
2022 JUN 13 P 3:53

Re: The Boring Company Vegas Loop Project
Agenda Item 43

Dear Mayor Goodman and Members of the City Council:

Fremont Street Experience wishes to express its support of the Boring Company for the right to install and operate the Vegas Loop underground public transportation system to Downtown Las Vegas. We believe it is important to proceed forward in a timely manner to ensure the ability to transport locals and tourists between Downtown Las Vegas and various key destinations including the Las Vegas Convention Center, Allegiant Stadium, resort districts and Harry Reid International Airport. We would have serious concerns if the project were to move forward throughout the Las Vegas Valley without a shared access to Downtown Las Vegas. We are proud of the continued substantial investments by our member properties and want to ensure we make it as convenient as possible to experience our great destination.

Sincerely,

Andrew Gary Simon

Andrew Simon President & CEO
Fremont Street Experience

Submitted after final agenda

Date 6/13/2022 Item 43

Fremont Street Experience, LLC
425 Fremont Street, Suite 250
Las Vegas, NV 89101
Phone: (702) 678-5600
Fax: (702) 678-5611

Monorail Agreement

Item 43

Mike Janssen, P.E.,
Executive Director of Infrastructure

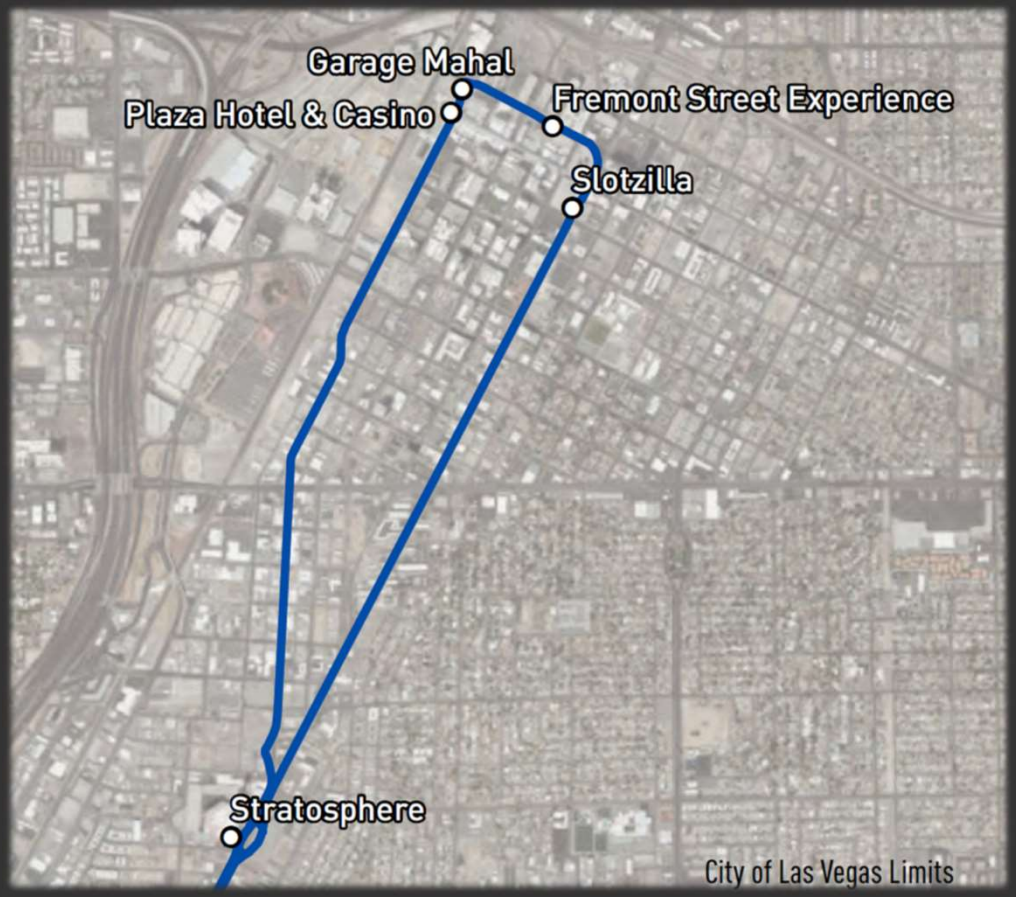
John Ridilla, P.E.,
Chief Deputy City Attorney

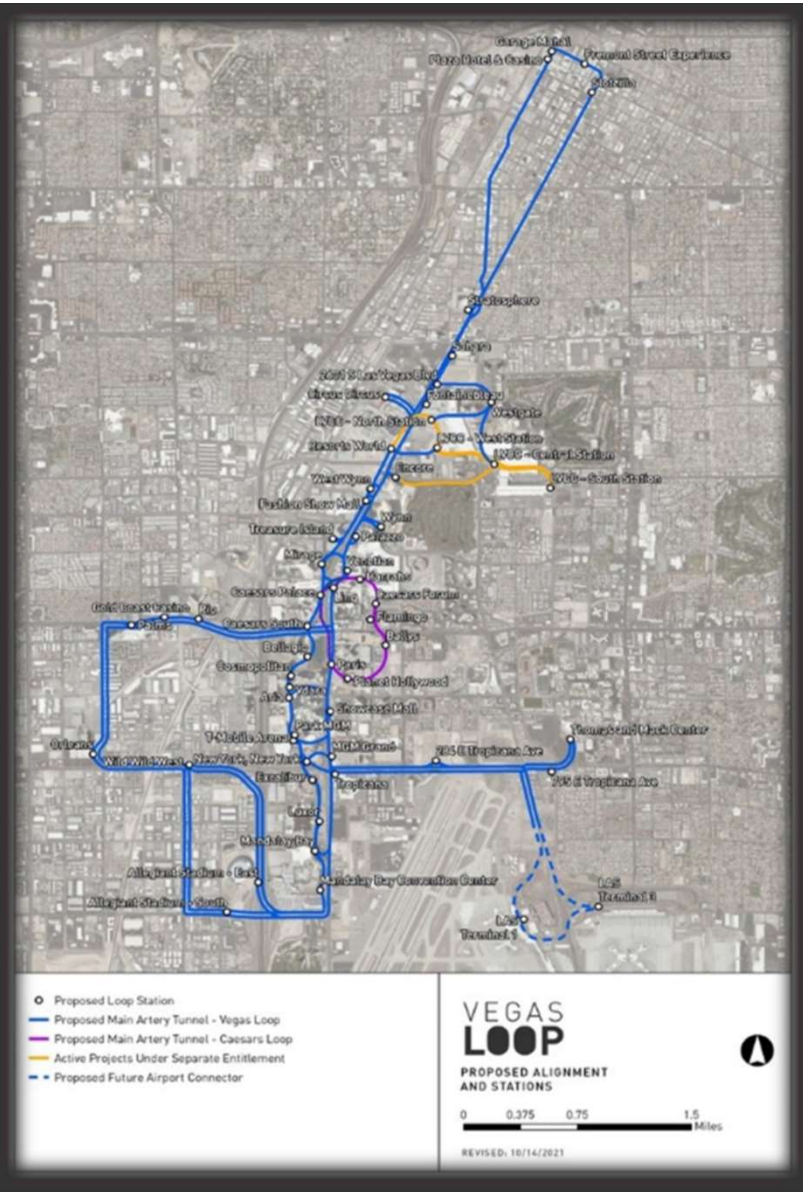
Submitted at Meeting
Date: 6/15/2022 Item: 43
Submitted by: Staff

Overview

- 50 year non-exclusive agreement
- About 95% identical to Clark County's agreement approved on 10/20/21
- Allows The Boring Company to use our right-of- way to construct, operate, and maintain a privately funded underground transportation system
  - No taxpayer funds requested or contributed: all funding from The Boring Company and private properties
- Vegas Loop is envisioned to be a 34+ mile tunnel network with 55+ stations including Harry Reid Airport and Allegiant Stadium
  - 5+ miles of tunnels and 5+ stations in the City
- The Boring Company pays all standard plan check, permit, and inspection fees

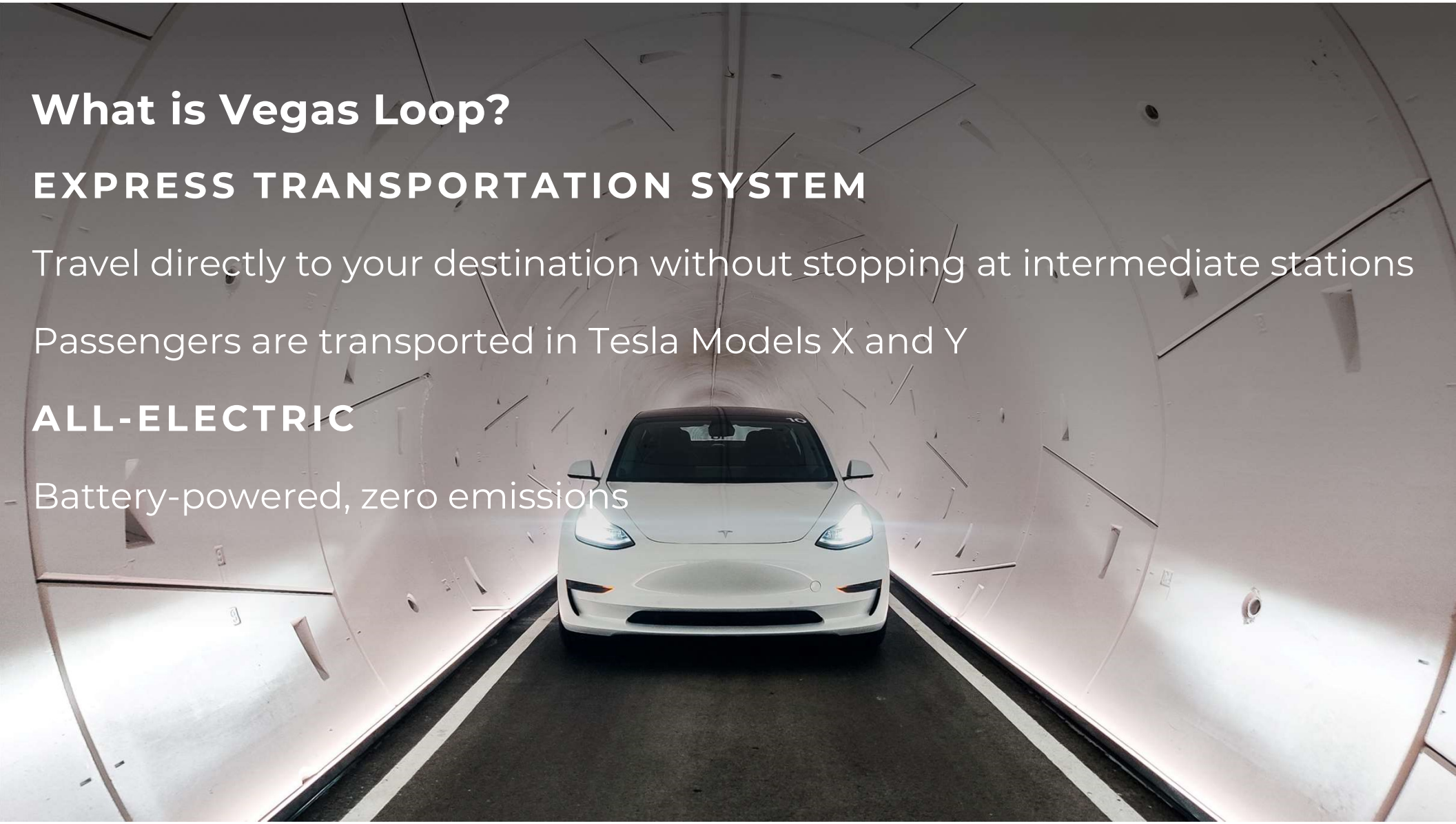
Vegas Loop Alignment





Major Steps in Developing Vegas Loop

1. Secure Special Use Permit (approved by City Council on 12/16/20)
2. Secure approval of a Monorail Agreement (under consideration today)
3. Secure approval of design development studies (such as the Fire and Life Safety Plan, Geotechnical Report, Drainage Analysis)
4. Secure approval of final design and construction plans and permits
5. Construction Phase
6. Operational Testing Phase
7. Certificate of Operation issued (renewed annually)
8. Vegas Loop service begins



What is Vegas Loop?

EXPRESS TRANSPORTATION SYSTEM

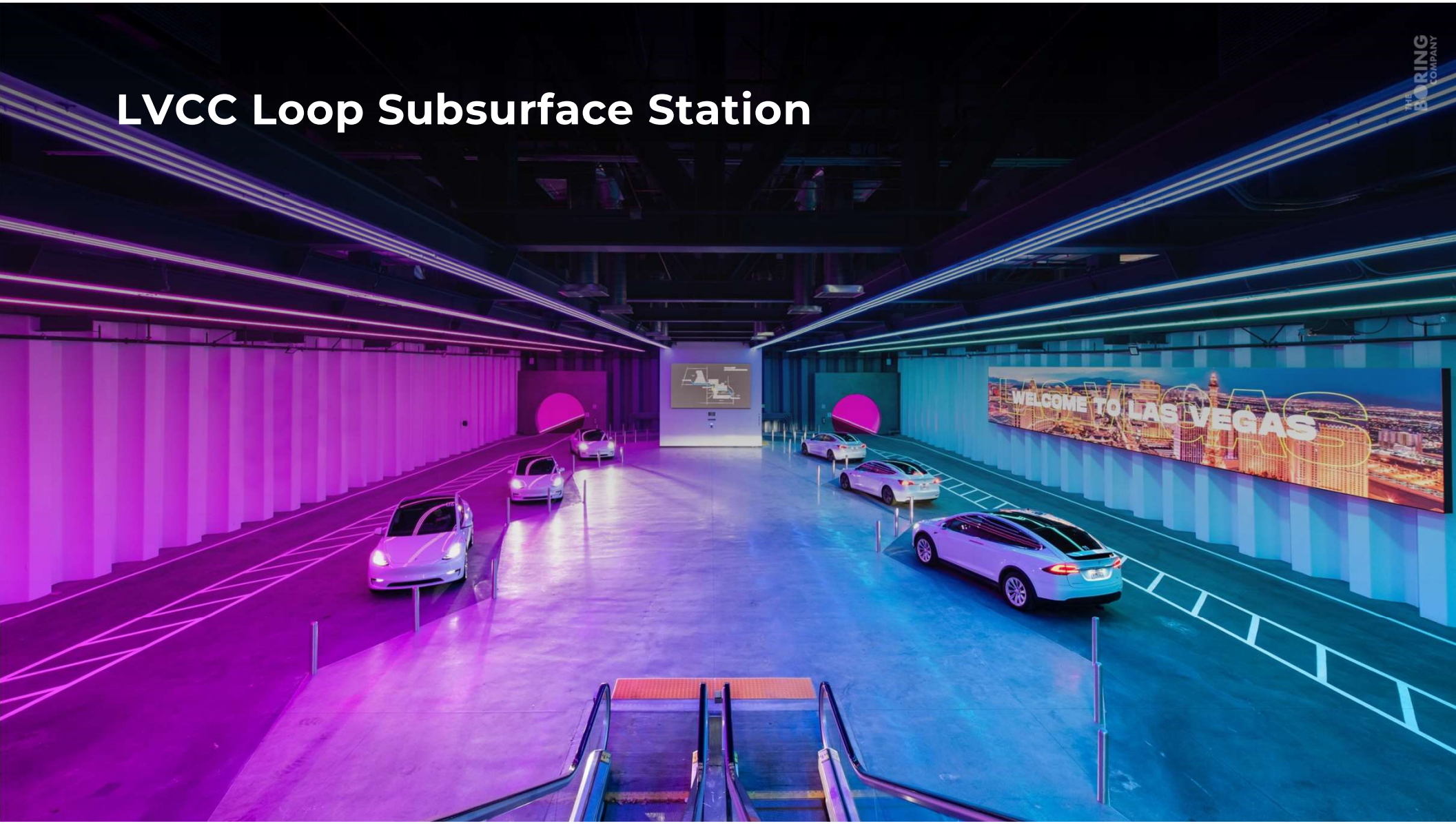
Travel directly to your destination without stopping at intermediate stations

Passengers are transported in Tesla Models X and Y

ALL-ELECTRIC

Battery-powered, zero emissions

LVCC Loop Subsurface Station




LVCC Loop Surface Station

LVCC Loop Surface Station



Vegas Loop Safety Features

VEHICLE

Loop vehicles (Tesla Models X and Y) are NHTSA 5-star rated

SYSTEM

Real-time gas and smoke detection; Ventilation system designed to NFPA standards

Direct communications within tunnel to Control Center via tunnel intercoms, cell service, and WiFi

Emergency communications and regularly-scheduled practice drills with Police and Fire Departments

DRIVE SURFACE

Wide walkway for emergency egress; No third rail or touch-hazards

SECURITY

Received the Department of Homeland Security TSA Gold Standard Award for achieving top scores in review of LVCC Loop's system security plans

Fire and Life Safety – Our #1 Priority

Section 3.2

All applicable provisions of the LVMC, applicable National Fire Protection Association (“NFPA”) fire and life safety standards as determined by LVFR and the City Building Departments, and all provisions of this Agreement shall be binding upon the Company, its successors, or assignees.

Section 5.5

The Monorail shall be designed and constructed in accordance with all applicable federal, state, and local laws, rules, and regulations, including the Americans with Disabilities Act and all building, electrical, fire, and safety codes.

Fire and Life Safety – Our #1 Priority

Section 6.4

The Company shall conduct Critical Infrastructure Vulnerability Assessments of the Monorail in accordance with the National Infrastructure Protection Plan issued by the Cybersecurity & Infrastructure Security Agency of the U.S. Department of Homeland Security. The Company shall coordinate with LVFR, City Building Department, and the Department of Homeland Security on a regular basis, including discussions pertaining to the results of the initial and future Critical Vulnerability Assessments. No City Building Department permits shall be issued until LVFR and City Building Departments have approved in writing that it is satisfied with the Company's public safety and security plans.

Fire and Life Safety – Our #1 Priority

Section 9.1

LVFR shall develop a list of equipment that Company will purchase to cover LVFR's public safety costs in connection to the Monorail. Prior to the issuance of the first construction permit the Company shall pay the City an amount to be determined by the Parties, and shall make subsequent payments thereafter as agreed upon by the Parties, which may include both equipment costs and operating costs, as determined by the Parties. No permits shall be issued until LVFR is satisfied, in its reasonable discretion, with the equipment list, associated operating costs and payment phasing.

Three Tier Civic Station Revenue Funding Model

- Key difference between City and County agreements
- City agreement provides a mechanism to generate additional funding that could be used to fund civic stations in support of our Downtown Districts and any other tunnel extensions/civic stations the City desires
- E.g., a civic station could be constructed to serve the Arts District at Boulder Plaza



Comparison of Revenue Funding Models

	Three Tier	Two Tier
Tier 1 starting quarterly revenue	$0	$0
Tier 1 ending quarterly revenue	$10M	$17.5M
Tier 1 business license fee	0.5%	0.5%
Tier 2 starting quarterly revenue	$10M	$17.5M
Tier 2 ending quarterly revenue	$25M	N/A
Tier 2 business license fee	0.5%+4.5%	5%
Tier 3 starting quarterly revenue	$25M	
Tier 3 ending quarterly revenue	N/A	
Tier 3 business license fee	5%	

Civic Station Revenue Funding Model Benefits

- The Three Tier Civic Station Revenue Funding Model has the potential to generate an additional $1.35M per year over the County's Two Tier Revenue Funding Model for the same revenue
- Therefore, The Boring Company could contribute an extra $13.5M every 10 years using the City Three Tier Model rather than County Two Tier Model
- The Agreement allows City or TBC the opportunity to convert the Three Tier Civic Station Revenue Funding Model to the County's Two Tier Revenue Funding Model after the 10th anniversary of the Agreement's effective date for any reason

Indemnification, Liability, and Insurance

Section 15.1

The Company shall indemnify, hold harmless, and defend the City, its officers and employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, costs of investigation and litigation, attorneys' fees and expenses, consultants' fees and expenses, and expert witnesses' fees and expenses, judgments or liability of any kind arising out of or in any way connected with (i) the design, installation, construction, operations, maintenance, or condition of the Monorail; (ii) the remediation, decommissioning or abandonment of the Monorail, including obligations under the Decommissioning Plan; (iii) any action or inaction, including intentional, reckless or willful misconduct, by the Company, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the Monorail, the Rights-of-Way, and this Agreement;

Indemnification, Liability, and Insurance

Section 16.1

The Company shall at its own cost and expense, obtain and maintain commercial general liability insurance naming the City, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. The Company shall maintain at all times limits of no less than $1 million combined single limit per occurrence for bodily injury (including death), personal injury, and property damage.

Abandonment and Decommissioning

Section 12.1

In the event that:

A. the Company (i) does not successfully complete the construction of the Monorail; (ii) has stopped construction of the Monorail or all or a material portion of the Monorail, including the portion located in the Rights-of-Way for a period in excess of one hundred eighty (180) calendar days; or (iii) has not been in continuous operation (as scheduled) transporting passengers for a period in excess of one hundred eighty (180) calendar days, and has made no effort to cure the above circumstances, unless such failure to operate is permitted by the LVMC or the City Council or a Force Majeure event, or the terms of this Agreement; and

Abandonment and Decommissioning

Section 12.1

B. such failure to operate has not been remedied within sixty (60) calendar days after receipt by the Company and/or Lender's Agent of written notice from the City specifying the same, provided that if the Company or Lender's Agent submits a written request to the City within sixty (60) calendar days, the request shall be placed before the City Council and such sixty (60) calendar day period may be extended by the City Council if it reasonably determines that the cause of such failure may be corrected but cannot reasonably be corrected within sixty (60) calendar days; and

C. the Company and/or Lender's Agent are given an opportunity to be heard; then the City Council may declare all or such portion of the Monorail to be abandoned and may terminate this Agreement.

Abandonment and Decommissioning (continued)

Section 17.1

At least thirty (30) calendar days prior to Commencement of Construction, the Company shall provide…security in a bond, an irrevocable Letter of Credit, or cash (at the Company's sole discretion) for THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000)…that guarantees the safe securing of the Monorail within Rights-of-Way in accordance with the terms of the Decommissioning Plan.

Closing Thoughts

- Benefits for Downtown:
  - Every vehicle that Vegas Loop removes from City surface streets “frees up” traffic capacity that can be used to continue supporting Downtown (re)development. This will help the City and other developers avoid costly roadway widening
  - Connectivity to/from key destinations throughout the resort corridor is greatly enhanced
  - An additional form of transportation to/from Downtown is created with no public funding
  - It would be unfortunate if a Vegas Loop rider getting on at MGM Grand wanted to visit Fremont St but was told the system stops at Sahara Ave

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
44

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new two-year collective bargaining agreement between the Las Vegas City Employees' Association (LVCEA) and the City of Las Vegas ($16,641,307 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $16,641,307
Funding Source: Various
Dept./Division: Various

PURPOSE/BACKGROUND:
Senior City Management and LVCEA leadership have reached a tentative agreement on a two-year collective bargaining agreement. In accordance with NRS288.153, the agreement is being brought forward for Council consideration and approval. The new agreement will be in effect from July 1, 2022 to June 30, 2024. The estimated cost of the two-year agreement will be $16,641,307.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. LVCEA Signed Tentative Agreements
2. LVCEA Contract 2022-2024 Final
3. LVCEA Cost Estimate
4. Submitted at Meeting - PowerPoint Presentation by Staff

RULES TO GOVERN THE NEGOTIATION PROCESS

BETWEEN
LAS VEGAS CITY EMPLOYEES, INC

AND

CITY OF LAS VEGAS, NEVADA

A. Identification of Parties

A.1. Any reference in this document to the term "Union" shall refer to the Las Vegas City Employees Association (CEA) acting as a bargaining agent for these negotiations for the units of CEA (Non-supervisory) and SCEA (Supervisory) in the City of Las Vegas, Nevada.

A.2. Any reference to the term "City" shall refer to the City of Las Vegas, Nevada and its designated representatives to the negotiation process.

B. Composition of the Negotiation Teams

B.1. The Union shall be represented by the negotiation team of its choice, with one member designated as Chief Negotiator. Time for members shall be arranged in accordance with the terms stipulated in current contract, Article 5.3.1. No employee shall receive overtime pay for time spent in sessions outside their normal scheduled duty hours, unless they were on "call back/overtime" status prior to the session beginning.

B.2. The City will be represented by the negotiation team as appointed by the City Manager with one member designated as Chief Negotiator.

B.3. Each team is authorized to retain consultants at their expense for presentation at any negotiation meeting.

C. Negotiation Meetings

C.1. Upon the request of either team, negotiation meetings will be recessed immediately to caucus.

C.2. Until the negotiations are completed and a new contract is ratified, or until impasse may be declared, the meetings will include a decision for agreed upon time and location for the next meeting to be held. Sites for meetings will be mutually agreed upon.

C.3. By signing this ground rules document, both teams stipulate that they have been empowered to act with regard to negotiations proposals put forth by either party.

C.4. Good faith bargaining on the part of the Union and the City requires that the majority of each team will earnestly and strongly recommend to its principal, prompt ratification of the negotiated terms of any complete contract that may be reached as a result of these negotiations.

C.5. Negotiation items will be submitted in writing. New language will be **bolded** and underlined, and ~~stricken language~~ will be struck through in all submitted initial written proposals.

C.6. All negotiation meetings between the two teams will be closed to the public and to the press including electronic messages. **Both parties agree to not make any statements to the media until the contract is ratified by City Council or declaration of impasse by either party.**

C.8. Unless otherwise agreed to in writing by both party's chief negotiators, all proposals will be submitted in writing until a tentative agreement has been reached, or until an impasse is declared by either party if both teams agreed to a specific number of meetings. The teams agree to a minimum of six (6) meetings before impasse can be declared by either side, as defined by NRS 288. The initial negotiations session will not count as one of the meetings for the total reference above.

D. Agreement/Disagreement

D.1. All tentative agreements shall be in writing, dated and signed by each party's chief negotiator or their designee. Subject to the provisions of Ground Rule D.4., tentative agreements are subject to approval based on ratification by both parties (membership vote and approval of City Council). Accordingly, nothing is final until everything is final.

D.3. Both parties pledge themselves to negotiate in good faith to reach an agreement on those matters subject to bargaining and to keep matters confidential to the extent practicable. This will not preclude the CEA from communicating with its membership regarding negotiations. In the event that an agreement is not possible between the parties, then both parties may agree to use mediation to help resolve issues prior to, or in conjunction with fact-finding or arbitration.

D.4. Issues that have not been tentatively agreed to by the parties may be pursued through fact-finding and other procedures as established in NRS.288 in accordance with the time schedules provided therein. If the tentative agreement is not ratified by both or either party, the tentative agreement(s) may also be pursued through the provisions of NRS.288.

The foregoing represents the ground rules to govern the negotiation process between the Union and the City for the purposes of conducting negotiations of a successor to the collective bargaining contract between the parties that expires 30 June 2022.

Signed this 24 day of March, 2022 for the:

CITY EMPLOYEES ASSOCIATION

DeAndre Caruthers

President

CITY OF LAS VEGAS, NEVADA

Vincent Zamora

Director, Human Resources

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2021	1	Preamble	Roll

AN AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, NEVADA
AND THE
LAS VEGAS CITY EMPLOYEES' ASSOCIATION, INC.

PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statues of the state of Nevada; and

WHEREAS, the parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in this Memorandum of Agreement.

NOW, THEREFORE, the parties do agree as follows:

TA'd: _____ LVCEA
TA'd: _____ CITY
DATE: 3/24 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2022	1	1	Roll

ARTICLE 1 – RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, NRS Chapter 288 inclusive, the City of Las Vegas, Nevada, hereinafter referred to as "City," recognizes the Las Vegas City Employees' Association, Inc., hereinafter referred to as the "Association," as the exclusive representative of the eligible City employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the City employees in the hereinafter-described bargaining units.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY**

DATE: 3/24 **2022**

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2022	1	2	Roll

ARTICLE 2 - SCOPE OF AGREEMENT

(A) Bargaining Units
1. The term "employee" as used in this Agreement applies to all Civil Service classified personnel in the work force of the City, excluding: Administrative employees, Confidential employees, employees in other recognized bargaining units, and temporary employees.
2. The classification titles for both the Supervisory and Non-supervisory bargaining units shall be paid in the salary grades identified and included as Attachments to this Agreement.
3. The classifications shown in Attachment A are included within the Supervisory Bargaining Unit.
4. The classifications shown in Attachment B are included within the non-supervisory bargaining unit.

(B) New Bargaining Unit Determination
The following method shall be used to determine eligibility of including new classifications in the bargaining unit.
1. When a new classification is created, the Human Resources Department will make an initial determination if the classification is to be excluded from both Association bargaining units or to which bargaining unit the classification is to be assigned. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have twenty-one (21) calendar days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below:

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

A. The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve the disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action, nor shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

B. If disagreement still exists after thirty (30) calendar days, the Association may then appeal the determination of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(C) Changes in Classification Specifications
When there are changes in classification specifications covered by this Agreement, the Human Resources Department shall notify, meet, discuss, and review with representatives of the

Association regarding the recommended changes seven (7) calendar days prior to the Civil Service Board meeting agenda being posted.

(D) New Classifications Specifications
When a new classification specification which is to be covered by this Agreement is proposed, the Human Resources Department shall notify, meet, discuss and review with representatives of the Association regarding the proposed new classification and provide a copy of the recommended specifications at least seven (7) calendar days prior to the Civil Service Board meeting agenda being posted.

(E) Salary Grade Assignment
When a new classification is created, the Human Resources Department will make an initial recommendation of the proposed salary grade assignment in writing. The Human Resources Department will provide the Association a copy of the recommendation, along with any supporting documentation and meet to discuss the proposed grade. The Association will have twenty-one (21) calendar days from the receipt of the proposed grade and supporting material to raise objections. If there are objections, the Association will notify the City of the dispute and provide the City the salary grade proposed by the Association, along with any supporting material. The City and the Association shall meet and confer the attempt to resolve the disagreement within twenty-one (21) calendar days from the receipt of the objections from the Association. This discussion shall take place prior to the filing of any grievance and shall not, in any way, infringe on any right guaranteed to either party.
If disagreement still exists after the parties have met, the Association may then appeal the determination of the City by filing a grievance at the City Manager level. If there is still a disagreement after the City Manager has issued a decision, either party may file a Notice of Arbitration and proceed to binding arbitration.
The City cannot change the grade of an existing classification by creating a new classification with job specifications that are substantially similar to those of the existing classification. Consequently, if the City creates a new job classification that has job duties that are substantially similar to the job duties of an existing classification, the grade of the existing classification will be assigned to the new classification.
During the terms of this Agreement, no classifications will have their grades reassigned unless the City and the Association agree in writing to same.

(F) It is understood and acknowledged that many classification specifications have overlapping or common job duties, both with classifications inside and outside the bargaining unit. However, classification specifications covered by this agreement shall not be reclassified, reallocated or transferred in their entirety, resulting in movement to any bargaining unit not represented by the LVCEA without the approval of the LVCEA.

It is further understood and agreed that employees in a bargaining unit not represented by the LVCEA, who are on workers compensation status, may be given a light duty or transitional assignment, which would fall within a classification specification represented by the LVCEA. These assignments, which are temporary in nature, shall be instituted only after notifying the LVCEA in writing. These assignments should not exceed sixty (60) calendar days unless agreed to by the LVCEA President (or designee).

This provision is not intended to limit the City's ability to change classification specifications pursuant to sub-paragraph (C) above. Likewise, this provision is not intended to limit the City's ability to make the determination that existing classifications should be excluded from the bargaining unit pursuant to NRS chapter 288. Any such determinations that would result in an exclusion from the bargaining unit can be referred to the resolution process set forth in sub-paragraph (B) above.

Absent exigent circumstances beyond management's control, employees will not be assigned work duties that are outside of the job specifications for their classification. If exigent circumstances exist, the employee will only be assigned work duties that are outside of the job specifications for their classification on a temporary basis.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 3/24 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	05/11/2022	1	3	Roll

ARTICLE 3 – DEFINITIONS

(A) This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada and all terms used herein, which are terms used in the Local Government Employee-Management Relations Act, shall have definitions ascribed to them by said Act.

(B) The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of bargaining unit employees except as hereinafter provided. In the event there is a conflict between the Civil Service Rules and the Collective Bargaining Agreement, the Agreement shall prevail.

(C) It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to age, gender, race, color, religion, disability, veteran status, national origin or sexual orientation.

(D) The following are definitions of terms used in this agreement.

Abuse of Sick Leave: The use of sick leave for purposes other than the legitimate uses of sick leave as identified in Article 11 of this contract.

Administrative Employee: Any employee whose primary duties consist of work directly related to management policies who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, any deputies and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

Alternate Work Schedules (AWS): Shift hours that are permanent in nature and other than that of an 8-hour/5 day per week work or a 10-hour/4 day work week schedule.

Arbitrator: An impartial third party chosen in accordance with the provisions of this contract.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the Salary Schedules established by this Agreement.

Bereavement Leave: Leave granted to employees who are required to absent themselves from work to attend to matters related to an impending or subsequent death and/or funeral of a member of their immediate family. Sick and/or annual leave may be granted for a maximum of five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head or designee. The City may require documentation to substantiate leave

request, and may limit the number of days off per year under this category. Leave under this provision will not be unreasonably denied.

Call-Out: When an employee is ordered back by management and returns to work on assignment during off-duty hours after the employee's normal work shift has ended and he/she has left the normal duty location.

Classification: Positions which have essentially similar duties and responsibilities, are allocated to the same salary (pay) grade by this Agreement, and are designated by the same title.

Classification Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, distinguishing characteristics, supervision received and exercised, essential and marginal function statements, qualifications, and working conditions. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position. Also called a Job Description (JD).

Confidential Employee: An employee who is privy to decisions of management affecting employee relations, including certain employees of the Human Resources Department, Payroll Department and/or its equivalent. Confidential employees have all the benefits of this contract. Confidential employees who work in positions which involve sensitive labor relations matters cannot be represented by the Association when taking action under the grievance procedure and disciplinary action articles.

Counseling and Training: Counseling is a form of supervisor and employee communication which is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss with the employee the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work.
Training or retraining may be used as a means of improving employee productivity and effectiveness through positive and constructive methods. In the event it is determined that personalized training is needed to correct a specific deficiency, such training may be required, and will be provided by the City during work hours at City expense. Written prior notice will be given to the Association whenever such training is required.

Demotion: Movement of an employee from one classification to a different classification, which is on a lower salary grade than the original classification, typically resulting in a loss of pay.

Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy. This may not be a subject of discipline unless the City of Las Vegas can prove a pattern of abuse.

Excessive Absenteeism: Absenteeism is considered excessive when an employee demonstrates one or more of the following:

a) Repeated use of unscheduled sick or annual leave in association with holidays or regular days off or other patterns of unscheduled sick or annual leave.
b) Chronic, repetitive and defiant use of sick leave without producing medical verification/ documentation as described in Article 11.
c) Use of Leave without pay as a result of no available paid leave caused by a) or b) above.

Extensive Sick Leave: Extensive shall mean in excess of eight (8) incidents of sick leave usage in the preceding twelve (12) month period. Extensive sick leave may not constitute "abuse of sick leave".

Family Leave: Leave taken under the auspices of the Family Medical Leave Act See Article 17.

Funeral Leave: Leave granted to an employee to attend a funeral for other than immediate family.

Grade: A term used to designate a salary range to which one or more classifications may be allocated.

Group Reclassification: The movement of all employees in the same classification to another single classification, or to another classification broken out into specialty areas. When this occurs, Civil Service testing is not required. Seniority will include all time spent in both classifications.

Holiday: A day set aside for the special observance of a memorable event or occasion as identified in Article 9 of this Agreement.

Hourly Employee: Persons not subject to the City of Las Vegas Civil Service Rules who serve at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation. Hourly employees are limited to one thousand five hundred sixty (1,560) hours of work in any eighteen (18) month period. This 1,560-hour and 18-month limit does not apply to student interns.

Immediate Family: An employee's current spouse, child, father, mother, brother, sister, step or foster child, current father-in-law, and current mother-in-law are considered to be members of the immediate family, as are all other relationships within the third degree of consanguinity including current "step" and "in-law" relationships.

Incident of Use (Sick Leave): Any sick related absence event or continuous absence for the same sick related reason. Use of sick leave for bereavement leave shall not constitute an incident of sick leave.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 & 617.

Just Cause: A factual and documented reason cited by the City that justifies the use of disciplinary action. Just cause is defined in Article 13 of this contract.

Maternity Leave: Leave granted female employees for the purpose of caring for their newly born or adopted children in accordance with State and Federal statutory requirements.

Negotiations: The process of collective bargaining between the City and the Association that determines the Collective Bargaining Agreement between the City and the Association.

Normal Work Day: The hours scheduled by the City for an employee to work any one day or one shift pursuant to the terms of this contract and in accordance with the provisions of Article 23. Specific work hours for each day and for each employee will be defined in each AWS (Alternate Work Schedule) where applicable.

Normal Work Week: An employee's normal workweek will be forty (40) hours.

Overfill: A temporary budget process whereby a department places an employee into a position that has a lower classification than that at which the employee will be performing and compensated.

Overtime: Time that an employee works in addition to the employee's normal weekly or daily work schedule.

Paternity Leave: Leave granted male employees for the purposes of caring for newly born or newly adopted children in accordance with State and Federal statutory requirements.

Part Time Classified Employee: Employees who are hired from an eligible list to work in a classified position who work less than forty (40) hours per week or less than sixty (60) hours in a bi-weekly pay period that receive the normal contract benefits on a prorated basis, except for overtime pay, which is paid only after forty (40) hours have been worked.

Probationary Employee (Initial Hire): An employee who has not completed the initial six (6) month probationary period of employment and whose permanent appointment has not been confirmed by written notification from the Department. If at the end of the probationary period the employee has not been notified of either confirmation or probation extension, he/she will automatically be confirmed. The probationary period for an employee is six (6) months and cannot be extended without Human Resources and Association approval. Any employee whose probation is extended shall be notified in writing of the reasons for his/her extension within fourteen (14) calendar days prior to the end of any probationary period. Any leave in excess of thirty (30) consecutive calendar days will not be credited for purposes of completion of probationary period. Probationary employees may not appeal separation from City employment for performance or disciplinary reasons through the grievance procedure of this contract.

Qualifying Period: A regular classified employee promoted to a non-temporary classified position in the City of Las Vegas is required to serve a qualifying period of six (6) months prior to confirmation of the appointment. The qualifying period for an employee is six (6) months and cannot be extended without Human Resources and Association approval. Any employee whose qualifying period is extended shall be notified in writing of the reasons for his/her extension within fourteen (14) calendar days prior to the end of any qualifying period. If at the end of the qualifying period the employee has not been notified of non-confirmation or does not elect to

return to the employee's previous position and status, the employee shall be considered confirmed in the new position and classification. Written notice will be given to the employee of his/her confirmation.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

Reassignment: The movement of an employee or a position from one work unit to another within the same department, with no change of classification, bargaining unit or pay.

Reclassification: The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

Regular Employee: One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

Retraction: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files. Also referred to as purging.

Salary Range: The minimum and maximum base salaries which may be paid to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Schedule: The step, grade, and wage range structure for allocation of classifications as established by this contract.

Salary Step: An increment within a salary grade, which designates a specific pay rate as shown on the appropriate salary schedule.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

Shift: The hours an employee is normally scheduled to work on any normal workday.

Step Increase: A minimum base pay increase of one step annually awarded because of acceptable job performance.

Student Intern: Hourly employees hired for less than 1,352 hours per year for a maximum of four years who are currently enrolled in an accredited college or university with a declared major in Public Administration, Political Science, Computer Science, Business, Finance, Accounting, Architecture, or Engineering and are participating in an established training program at the City. Student interns must maintain at least a 2.5 G.P.A. at their school, be actively enrolled in classes (with a minimum of twelve (12) credits per semester) and be in an undergraduate status.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, an investigation and/or disciplinary action.

Temporary Employee: Persons hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period.

Termination: The involuntary separation of an employee from employment with the City of Las Vegas.

TILO (Time in Lieu of): The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal work week. Refer to Article 23, Hours.

Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position. Transfers will not be used as a disciplinary action. Employee positions will not be transferred from one bargaining unit to another, but employees may transfer to other bargaining units.

Underfill: A temporary budget process whereby a department places an employee into a position that has a higher classification than that at which the employee will performing and compensated.

Y-Rated: An employee is "Y-rated" when his or her current base salary is above their current salary grade range maximum. The employee will not receive a base wage increase until his/her salary falls within the appropriate salary range.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY**

DATE: 5/19 **2022**

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2022	1	4	Roll

ARTICLE 4 – ASSOCIATION DUES CHECK OFF

(A) The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated as Association dues and is so certified by the Treasurer of the Association. The Association will provide to the City Human Resources Department, in writing, the current rate of membership dues. Thereafter, the City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

(B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the month of August by the employee giving two (2) pay periods written notice to the City and the Association or upon termination of employment.

(C) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any legitimate action taken or not taken by the City under the provisions of this Article.

(D) The City will not be required to honor any biweekly deduction authorizations that are delivered to the City Payroll Department after the beginning of the pay period during which the deductions should start.

(E) If an employee-member transfers from one City department to another, he/she shall be continued on the dues deduction roles.

TA'd: LVCEA
TA'd: CITY
DATE: 3/24 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/03/2022	1	5	Roll

ARTICLE 5 - EMPLOYEE AND ASSOCIATION RIGHTS

5.1 General Rights of Employees

The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's positions to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

5.2 Association Representatives

5.2.1 Number of Representatives

The Association may designate employees to serve as Association representatives. No more than one (1) representative and an alternate representative may be from the same City division unless the division has more than fifty (50) employees, in which case two (2) representatives and two (2) alternates may be designated. The Association shall also designate five (5) members to be At Large Representatives.

5.2.2 Appointment of Representatives

The Association shall designate the jurisdictional area for each representative. The Association shall notify the City, in writing, of the names of the representatives and their respective jurisdictional area by the effective date of any such designation. The City shall not be required to recognize the designation of a representative until three (3) working days after the receipt of the designation from the Association President.

5.2.3 Rights of Representatives

Each Association representative shall be allowed to serve in his/her capacity of representative. Representatives shall be allowed time with pay for the time requested unless operational demands preclude permission to leave the work location being granted. Use of representative time off with pay, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the Division Manager or designee.

Each representative may participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:

1. The investigation of a bargaining unit member's grievance;
2. Representation of a member/grievant at any step of the grievance procedure established in Article 12 of this contract;

3. Consultation with duly accredited representatives of the Association who are not employees of the City;
4. Dispute and conflict resolution. Representatives may be allowed to investigate possible conflicts and ways to resolve them. Human Resources and the affected division shall be notified of these investigations prior to commencement.
5. Member representation during a scheduled formal disciplinary hearing.

5.2.4 Obligations of Representatives

The following are the obligations of representatives when conducting Association business:

1. All representatives shall notify their Division Manager or designee prior to the time they wish to conduct appropriate business.
2. The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties.
3. Association representatives must check in with an employee's Division Manager or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

5.3 Leave for Association Business

5.3.1 Negotiations Leave

Seven (7) members of the Association Negotiating Team shall be granted leave from duty with full pay, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this contract. When such meetings take place at a time during which such members are scheduled to be on duty, Negotiating Team members shall notify their Division Manager or designee prior to the beginning of that scheduled shift**~~, if possible~~**.

5.3.2 Leave for Other Association Business

Whenever conditions permit, Association officials may be granted leave from duty, with pay, for any reasonable and just cause as may be determined and granted by the City Manager **or designee**. Approval for such leave by the City Manager **or designee** shall not unreasonably be denied.

5.3.3 Leave to Meet With Representatives

Employees shall be granted leave from duty, with pay up to 30 minutes, to meet with their Representative and/or Association legal counsel to prepare for (1) discipline hearings, (2) to determine whether to file a grievance; and**/or** (3) to prepare for grievance hearings at steps two through four.

5.4 Provision of Information to the Association

5.4.1 Information on Employees and Positions

The City shall provide to the Association, on a monthly basis, the following information in hard copy and/or acceptable electronic format:

1. New hires by name, classification, and department. This list shall include the home addresses of Association eligible employees.

2. Alphabetical listing of City employees by name, which will also show classification, department, and division for employee.
3. Promotion, Separation, Transfer--all employees by name, classification, department and division. The list shall show the from and to classification in the case of promotions and the from and to department/division in the case of separations and transfers.
4. A copy of the underfill/overfill report for current city employees that includes at least the employee's name, position title, department, and division.
5. List of all positions controlled or administered by the City and their status including, but not exclusive to vacant, appointed, executive, temporary, part time, and hourly positions.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the City.

5.4.2 Civil Service Board Agendas

The City shall have available for the President of the Association and the Association Civil Service Board Representative complete annotated Civil Service Board agendas at least four (4) working days before the start of any scheduled Civil Service Board meeting. A copy of the annotated agenda will be sent to the Association at the same time and in the same manner as it is provided to the Civil Service Board Members.

5.4.3 Position and Training Notices

Position and Training Posting-All vacant positions and City sponsored and paid training opportunities in the City shall be posted on bulletin boards throughout the City and provided to the Association at the same time as distributed to any City Departments/Divisions so that all interested employees shall have an opportunity to compete for and/or apply for the position or training.

5.05 Rules and Regulations

5.5.1 Availability

The City shall have available at each work site, in an easily accessible place, copies of all Civil Service Rules, Personnel Policies Manual, Department Rules, Regulations and Policies that affect employee's employment with the City. Employees shall be allowed to review and read these documents without making any special request. Employees shall be given copies of any pertinent portions of such rules, regulations and policies as they may request. Copies of such rules, regulations and policies shall also be sent to the Association.

5.5.2 Notification and Disputes

At least (14) calendar days prior to implementation, a copy of proposed new or revised rules, regulations, and policies shall be provided to the Association. The Association President, or designee, may request a meeting with the appropriate department head or Division Manager(s) and a Human Resources representative to discuss the proposed new rule or revised rules, regulations, and policies. Any disputes about the new rule or revised rules, regulations or policies shall be referred to the City Manager or designee for resolution. All new or revised rules, regulations or policies shall be reviewed by Human Resources prior to implementation. In the event the Association disagrees with the new or changed rules, regulations or policies, and the rule,

regulation or policy either relates to a subject of mandatory bargaining or is significantly related to a subject of mandatory bargaining pursuant to NRS 288, the Association may pursue resolution through binding arbitration in accordance with the provisions of Article 12.

5.5.3 Emergency Provision

In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately. All "emergency" new or revised rules, regulations or policies shall still be subject to the review process.

TA'd: LVCEA

TA'd: CITY

DATE: 4/14/22 2022

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City	03/24/2022	1	6	

ARTICLE 6 - BULLETIN BOARDS - MEETING ROOMS

(A) It is the right of the Association to exclusively use a 2' X 3' rectangular space provided on the existing bulletin boards for the posting of notices concerning Association business of a reasonable and judicious nature. A copy of all material to be posted will be sent to the Human Resources Director and/or ~~his~~ **designee** ~~representative~~ when posted. The City will consult with the Association on the placement of said bulletin boards to ensure that a bulletin board is available to the Association in all areas.

(B) The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY**

DATE: 3/24 **2022**

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City	03/24/2022	1	7	Roll

ARTICLE 7 – STRIKES

(A) The Association agrees that there shall be no strikes against the City under any circumstances and that all City employees shall continue work under all circumstances.

(B) For the purpose of this Agreement, the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work; slowdown; interruption of operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY**

DATE: 3/24 **2022**

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2022	1	8	Roll

ARTICLE 8 - CITY MANAGEMENT RIGHTS

The City and the Association agree that the Management Officials of the City possess the sole right to operate the City and that all management rights remain with those officials except as modified by the terms of this agreement. These rights include:

1. The right to hire, direct or transfer employees, except when such assignment or transfer is done for disciplinary purposes.
2. The right to reduce in force or lay off any employee because of lack of work or lack of funds.
3. The right to determine appropriate staffing levels and work performance standards, except for safety considerations.
4. The right to determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
5. The right to determine the content of the workday including, without limitation, workload factors, except for safety considerations.
6. The right to take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency.
7. The City has the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.
8. The City shall have such other exclusive rights as may be determined by NRS 288.150.

TA'd: LVCEA

TA'd: CITY

DATE: 4/14/22 2022

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City	05/11/2022	2	9	

ARTICLE 9 – HOLIDAYS

(A) The City and the Association agree that the paid holidays shall be:

New Year's Day	Martin Luther King, Jr. Day
Presidents Day	Memorial Day
Juneteenth (beginning 2022)	Independence Day
Labor Day	Nevada Day
Veteran's Day	Thanksgiving Day
Family Day – (Day after Thanksgiving)	
Christmas Day	Employee's Birthday

(B) This section shall be interpreted consistent with NRS 236.015 and any additional paid holidays shall only be observed if the state also observes the event.

(C) If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday. Where departments have employees in positions that are manned on a continuous basis, such a department, or sections thereof, shall observe Saturday or Sunday holidays on the Saturday or Sunday upon which the holiday occurs.

(D) All full-time employees who are in positions that are manned on a forty 40-hour week, Monday through Thursday or Monday through Friday basis, shall be entitled to time off on such legal holidays with full pay for their normal work day at a straight-time rate of pay. Employees who work or are called back to work on a holiday shall be paid for the holiday at a straight-time rate of pay and also be paid one and one-half times their normal hourly rate, plus longevity **if applicable**, for all hours worked on the holiday. If the employee is called out to work pursuant to Section 23.9 of the Agreement herein, then they shall receive holiday pay as set forth above for all hours worked or the minimum hours they are entitled to be paid, whichever is greater.

(E) Employees in positions which are manned on an extended work week (the Department, Section, or Division is open, or the work is scheduled more than forty (40) hours per week) or who work a schedule other than Monday through Thursday or Friday shall, when scheduling permits, be entitled to time off on such legal holidays with full pay for their normal work day. Employees in positions which are manned on an extended work week whose regularly scheduled day off falls on a legal holiday shall have the day off and shall receive holiday pay equivalent to the number of hours in their normal work day at a straight-time rate. Any employee, when scheduling permits, may choose or be required by their supervisor to take a different day off within the same pay period in lieu of receiving pay for the holiday or employee may be credited with equal time to their vacation (annual leave) balance which may be used at a later **date**.

(F) Employees whose regular day off falls on a designated holiday may be given a different day off with pay during the same pay period in lieu of receiving additional compensation. The additional

day off shall be scheduled on either the day before or the day after the employee's regularly scheduled day off unless a different day is requested by the employee and agreed to by the appropriate supervisor.

(G) All full-time employees, in order to be entitled to holiday pay, shall be on paid status for the entire work shift on their regularly scheduled workdays immediately preceding and immediately following such holiday.

(H) Employees shall be credited with a Birthday Holiday at the beginning of the pay period in which their birthday occurs. Employees who use their Birthday Holiday on their birthday or on the day before or after their birthday (if their birthday falls on a regularly scheduled day off,) shall not be denied their birthday off. The Birthday Holiday must be used within the following twelve (12) months of when the employee was credited with the holiday or the employee shall automatically be paid the equivalent amount for one full shift at the employee's regular compensable rate of pay. Employees may choose to use their "Employee Birthday" holiday at some other time of the year. However, supervisors may limit the number of employees taking any particular day as their Birthday Holiday because of the needs of the City.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 5/19 2022

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City	05/11/2022	1 PACKAGE	10	Clean up Lang

ARTICLE 10 - ANNUAL LEAVE

(A) ~~The City and the Association agree that~~ Aannual leave is provided to employees for purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions of this agreement may be chargeable to annual leave to the extent that annual leave has been accrued or advanced. Employees shall be eligible to take annual leave after six (6) months or thirteen (13) complete pay periods of continuous full-time service.

(B) Accumulation of Annual Leave

1. Annual leave shall accrue from the date of entry on duty for all employees, except those employed on a temporary appointment basis. Part-time employees employed on an indefinite basis are eligible for annual leave on a prorated basis. Employees who are in a non-pay status for part of a pay period shall have their annual leave accumulation reduced on a prorated basis.

2. Employees who are on pay status for eighty (80) hours within the pay period shall accrue annual leave in an amount equal to:

~~a. Three and eight hundredths (3.08) hours biweekly for the first month through the twenty-fourth (24th) month.~~

~~b. Four and sixty-two hundredths (4.62) hours biweekly for the twenty-fifth (25th) month through the eighty-third (83rd) month.~~

~~c. Four and ninety-two hundredths (4.92) hours biweekly for the eighty fourth (84th) through the one hundred twentieth (120th) month.~~

~~d. Six and ninety-six hundredths (6.96) hours bi-weekly for the one hundred twenty-first (121st) month through the one hundred eightieth (180th) month.~~

~~e. Seven and seventy-three hundredths (7.73) hours bi-weekly for each month after the one hundred eighty-first (181st) month.~~

Months of Service	Annual Leave Accrual Rate	Maximum Accrual of Annual Leave
1-24	3.08	(200 hours)
25-83	4.62	(300 hours)
84-120	4.92	(320 hours)
121-180	6.96	(450 hours)
181-240	7.73	(500 hours)

(C) Annual leave may be accumulated up to a maximum of two and one-half (2½) times the employee's annual accrual. However, employees hired after 12/3/2014 may only accrue up to a maximum of 250 hours of annual leave. Any annual leave which exceeds the allowed maximum shall be forfeited on the last pay period of each calendar year, unless the employee was not allowed

to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary, plus longevity **if applicable**, for all vacation hours they are required to forfeit as a result of a scheduled vacation being canceled by management. All vacation hours that would be forfeited shall automatically be transferred to the catastrophic leave fund.

(D) Employees with more than six (6) months service, who are separated from the City's employment, are entitled to payment for unused annual leave not previously forfeited. In the event of death, payment for accrued annual leave, after six (6) months service, will be made to the beneficiary(ies) designated by the employee on the latest Designation of Beneficiary form in the Human Resources Department employee's personnel file.

(E) Application for annual leave must be approved in advance of taking leave on the appropriate annual leave form in accordance with departmental rules. Vacation scheduling guidelines may be established on a department or division basis and included in the department/division work rules. Emergency Annual Leave (leave not approved in advance) must be approved in accordance with departmental reporting rules. Employees must not be denied the opportunity to use their annual leave, up to available balance, without just and reasonable cause. Sick leave cannot be substituted for annual leave. However, annual leave can be substituted for sick leave (e.g.: used to cover periods of time when an employee is unable to work due to an illness or physical limitation and they have used all of their sick leave time.)

(F) Upon approval by the City Manager **or designee**, via Department chain of command, an employee may be advanced annual leave. An employee who has taken advance annual leave beyond that accrued at the time of separation shall make restitution for such leave, either by deduction from any amount owed the employee in a final paycheck by the City or by cash refund.

(G) Each year, employees may elect to exchange up to sixty hours (60 hours or less) annual leave for up to sixty (60) hours salary plus longevity **if applicable**, subject to the following conditions:

1. There shall be two opportunities to exchange annual leave each calendar year. The exchanges shall take place on the first payday of each July and December unless otherwise authorized by the City Manager **or designee**.
2. To be eligible to exchange annual leave for pay, the employee must have been in the classified service for a minimum of eighteen (18) months.
3. Exchange privileges apply only to accrued annual leave.
4. Annual leave balance following sellback must equal at least forty (40) hours.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 5/19 2022

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ARTICLE 11 - SICK LEAVE

PART I - USE OF SICK LEAVE

(A) Sick leave with pay may be used to the extent to what has been accrued or advanced by employees who:

1. Are incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
2. Are required to absent themselves from work to attend a funeral of a member of their immediate family as identified in Article 17.11 or
3. Are required to absent themselves from work to personally care for a member of their immediate family. To be granted sick leave with pay in such cases requires explanation of sick leave on the leave slip. Such leave is limited to a maximum of seven (7) days per year, and must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible, unless otherwise authorized by the Department Head or ~~his~~ designee or the leave is authorized FMLA leave. Such requests shall not be unreasonably denied.
4. Are required to take time off from work for the purpose of keeping a personal medical, vision, or dental appointment. Such leave shall be limited to a maximum of a full shift for any one appointment. A request for additional time must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible.
5. No employees shall be entitled to sick leave while absent from duty because of a disability arising from an injury purposely self-inflicted or caused by willful misconduct.

(B) Time off for the personal care of a member of their immediate family which has not been authorized by the Department Head or designee, as above provided, may be charged to annual leave, if approved by the Supervisor.

(C) Employees who are unable to report to work for reasons defined above, shall call in as required by their departmental work rules or City Policy.

(D) Employees must use accumulated annual leave or TILO, when sick leave accruals have been exhausted. An employee incapacitated beyond the period covered by their accrued paid leave may be granted leave without pay by the Department Head **or designee**. On the approval of the City Manager **or designee**, an advance of additional sick leave with full or partial pay may be granted.

(E) Employees covered by this Agreement shall be subject to the following reporting requirements for use of sick leave:

1. Sick Leave Request: Employees are required to submit a sick leave request (consistent with degree of documentation allowable under existing federal law) as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above.

Sick Leave requests shall be approved by the Department Director or designee through normal time reporting procedures, in accordance with other leave policies.

2. Return to Work Note: If an employee is requested to do so by the Department Head or ~~his~~ designee, a release to return to work (doctor's note) shall be submitted by the employee upon return to work from any illness that required the use of sick leave for five (5) or more consecutive scheduled working days. Such certificate shall be signed by a physician and shall state that the employee was disabled from work but is now able to return to work. The Department Head or designee may also require that an employee submit a doctor's note because of extensive use of sick leave. The employee will be notified in writing in advance when a doctor's note will be required. "Extensive" shall mean in excess of eight (8) incidents of sick leave usage in the preceding 12-month period. Incident of Use (Sick Leave): Any period of continuous absence or intermittent for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of sick leave for funeral attendance or a scheduled medical, vision, or dental appointment or for the care of immediate family members shall not constitute an incident of sick leave. A doctor's note may also be required after an employee has utilized sick leave used six (6) incidents of sick leave in conjunction with holidays and/or regular days off in the preceding twelve (12) month period. Pattern use of leave; Patterns of use of leave in conjunction with holidays and/or employees' regular day off; failure to provide appropriate documentation to substantiate leave when required and in accordance with this article and use of sick leave beyond that accrued by the employee may be considered abuse of sick leave and grounds for disciplinary actions. Justification regarding care of immediate family member: The Department Head or designee may require that an employee state the need for the employee's absence for the personal care of a member of their immediate family.

(F) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications. Employees on extended sick leave are responsible for notifying the Department Director or designee of their primary location and of their expected date of return to work. An extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from a disabling illness or injury or other recognized use of sick leave for more than five (5) workdays.

(G) If there is reasonable cause for the City to believe that an employee is abusing sick leave, the City may require that the employee produce appropriate medical documentation to justify the employee's absence such as evidence of having consulted a physician, a certificate from a treating physician, or the production of appropriate medical records to be made available to a City designated physician for review. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

PART II - EARNING AND PAY OFF OF SICK LEAVE

(A) The City and the Association agree that all full-time employees shall accrue four (4) hours of sick leave bi-weekly. Employees who are in a non-pay status for part of a pay period shall have their sick leave accumulation reduced on a prorated basis. There shall be no limit to the amount of sick leave that can be accumulated for employees hired before 12/3/2014. Employees shall be paid their current hourly rate, plus longevity, if applicable, for each hour of sick leave used.

(B) Employees hired before 12/3/2014 will have a maximum payoff cap upon separation of 840 hours. Employees hired on or after 12/3/2014 will have a maximum payoff *and* accrual cap of 420 hours.

(C) Employees with between five (5) years and twenty (20) years of employment with the City shall receive payment for one-half (1/2) the amount of unused sick leave accrued upon separation from City employment. Payment shall be computed as follows unless specified otherwise in these provisions: One-half of the employee's current accumulated sick leave hours paid at their current hourly rate, plus longevity, if applicable, for each hour of sick leave computed for payment.

(D) Employees with 20 years or more employment with the City, upon separation, will be paid at a one hundred percent (100%) rate for those sick leave hours accumulated up to their cap. The payment will be at the employee's hourly rate, plus longevity **if applicable**, at time of separation.

(E) In the event of death or as a result of a disability resulting in mandatory separation from City employment, an employee shall be paid for all sick leave hours accumulated in accordance with the above payoff schedules at the employee's current hourly rate, plus longevity **if applicable**, at time of separation (or death) up to their cap. In the event of death, the sum will be paid to the beneficiary(ies) designated by the employee.

(F) Sick leave will be charged to the individual employee's accounts on a first in, first out (FIFO) accounting system.

(G) On the first payday of December of each year, the City shall "buy back" from each employee one-half of all sick leave hours accrued above the 840 hour maximum payoff limit during that calendar year by said employees. The one-half sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including at separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours.

(H) Employees who have taken no more than thirty-two (32) hours of sick leave during a fiscal year shall receive a three hundred and fifty ($350) cash incentive or one bonus annual leave shift day off to be credited to the employee's annual leave accrued at the employee's option which will be paid/credited in the second pay period in July. Sick leave used for the purpose of bereavement will not count toward the thirty-two (32) hours identified above. However, the use

of any other sick leave, including FMLA sick or any leave without pay except for Worker's Compensation will count against the thirty-two (32) hours identified above.

TA'd: LVCEA

TA'd: CITY

DATE: 5/19 2022

ARTICLE 11 - SICK LEAVE

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	05/11/2022	1	12	Roll

ARTICLE 12 - GRIEVANCE PROCEDURES

(A) GRIEVANCE DEFINITION

A grievance shall be defined as a dispute or disagreement raised by an employee or by the Association on the membership's behalf against the City regarding the application or interpretation of a specific provision of this collective bargaining agreement or violation of an established City rule or regulation. Disciplinary actions, resulting in a written reprimand or a suspension of forty (40) hours or less, are appealable through the grievance procedure provided herein and shall start at the first step of the grievance procedure within fourteen (14) calendar days of receipt of disciplinary action. Alleged contract or policy violations or disciplinary actions resulting in a suspension of over forty (40) hours, or more serious disciplinary actions, are appealable through the grievance procedures provided herein and shall start at the third step of the grievance procedure within fourteen (14) calendar days of receipt of the disciplinary action, or employee's knowledge of the occurrence giving rise to the grievance for non-disciplinary matters. Oral reprimands or warnings are not appealable through this procedure. Written reprimands or warnings may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The parties agree to make a concerted effort to resolve grievances, as defined above within the timelines specified within the contract. Timelines may be extended when agreed upon by written agreement of both parties. The Association and Human Resources may meet in an attempt to resolve issues prior to resorting to the formal grievance process defined herein. The Director of Human Resources may answer grievances filed with the Department Director (at step two) or Deputy City Manager (at step three). The grievance form will acknowledge that the grievance was answered by the Director of Human Resources with the concurrence of the appropriate Department Director and/or Deputy City Manager.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service Rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service Rules will apply in circumstances where the agreement is silent. Alleged violations of Civil Service Rules which are not covered by the terms of this Agreement may only be appealable through the Civil Service Rules. Federal and State statutory provisions and the enforcement and propriety thereof are matters of law and/or public policy and are not subject to the grievance procedure hereinafter set forth.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge any probationary employee as long as the action is consistent with applicable state and federal law. Further, it is expressly agreed that this grievance procedure is not applicable to

actions taken for discharge and/or discipline on any employee who has not successfully completed an initial probationary period with the City.

(B) GRIEVANCE PROCEDURE

It shall be the right of any grievant to have their grievance reviewed as outlined in Paragraph A, in accordance with the appropriate steps. At Step 1, a grievance can be discussed orally and shall not be filed in writing. All grievances filed at Step 2 or Step 3 shall be filed, in writing, on the attached LVCEA grievance form; shall be dated as of the date filed; and shall specify the collective bargaining provisions alleged to have been violated. Grievances, as herein defined, shall be processed in the following manner:

Step 1. (Informal) The grievance shall first be discussed with the grievant, the grievant's supervisor and the grievant's Department Manager within 21 calendar days of when the grievant became aware or should have become aware of the incident giving rise to the grievance. If a resolution can be reached by the parties, no further action will be taken. Any resolution agreed to at this step is subject to review by the City and the LVCEA and cannot be in violation of the provisions of this contract or other City Policies and Procedures.

Step 2. If the matter cannot be resolved at Step 1, the grievant shall reduce the grievance to writing and submit the grievance to Human Resources within 21 calendar days of when the matter was discussed at Step 1. The grievance shall be submitted to the Department Director for resolution. If the grievant requests that a meeting be held with the Department Director to discuss the grievance, a meeting will be scheduled with the grievant and his/her representative, a representative from Human Resources and the Department Director or designee within 21 calendar days of when the grievance was submitted to Human Resources. The Department Director will respond to the grievance within 21 calendar days of the conclusion of the Step 2 meetings.

Step 3. If the matter cannot be resolved at Step 2, the grievant may submit the grievance to Human Resources within 21 calendar days of receipt of the grievance from the Department Director or within 21 calendar days of when the grievance was due for submittal to the City Manager or designee for resolution. The City Manager or designee shall answer the grievance in writing within 21 calendar days of its receipt. If a meeting is requested by the employee, the meeting will be scheduled within 21 calendar days of the receipt of the grievance. The City Manager or designee has 21 calendar days from the conclusion of the meeting to answer the grievance.

Step 4. If the grievance is not resolved to the satisfaction of the aggrieved employee in accordance with the procedures set forth in Step 3, the aggrieved employee may request that the matter be submitted to final arbitration. This request must be made in writing and sent to the City's Director of Human Resources within fourteen (14) calendar days of the receipt of the City Manager's answer to the grievance or within fourteen (14) calendar days of when the answer was due. Failure on the part of the aggrieved employee to do so shall be deemed an abandonment of the grievance and shall preclude it from any further consideration.

(C) FINAL BINDING ARBITRATION

1. Decisions of the arbitrators shall be final; however, no decision may be in conflict with the law or the terms of this Agreement.

2. Following a grievant's request for arbitration, the City and/or the Association or the grievant's representative if the employee is acting independent of the Association, shall contact the Federal Mediation and Conciliation Service (FMCS) or, upon mutual agreement, the American Arbitrators Association, to obtain a list of seven (7) potential arbitrators.
The parties shall meet within fourteen (14) calendar days of receipt of the list of arbitrators to select an arbitrator. If the parties cannot agree upon an arbitrator on the list, the selection shall be accomplished by the Association striking first, and the City next, each striking one name from the list in turn until only one name remains. The remaining name shall be the arbitrator. The parties shall then contact the selected arbitrator or the arbitration service to schedule a hearing as soon as possible.
Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated and to jointly prepare a submission agreement for the arbitrator, recognizing that the parties may not be in agreement regarding the issue(s). All grievances shall be submitted to arbitration in accordance with the voluntary labor arbitration rules of the FMCS or AAA.

(D) Time Limits - In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or holiday, in which event, the period runs until the end of the next day which is not a Saturday, Sunday, or holiday.

1. Failure on the part of the employee to process the grievance to the next step within the time limits established in the preceding paragraphs presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the Association to respond on the employee's behalf.

2. Time limits specified in this grievance procedure may only be extended by written agreement of both parties.

3. If a grievance is not filed or processed within the time limits set forth above, it will be deemed withdrawn without prejudice, unless the time limitations established are waived or mutually extended by the parties in writing.

(E) CONTINUANCE AND RESCHEDULING OF HEARINGS

1. A grievance scheduled for hearing shall not be postponed or rescheduled unless both parties agree.
2. If, for any valid reason, the Arbitrator finds it absolutely necessary to request that a hearing be continued and/or rescheduled, the parties involved will then mutually agree upon another acceptable date.
3. If a hearing is not completed on the hearing date scheduled and additional time is required to complete the hearing, the parties must agree upon another mutually acceptable date.

(F) HEARINGS

1. The hearings shall be conducted in accordance with the following:
   a) The hearing should be informal.
   b) No transcript will be made of the hearing, unless one side or both sides agree to pay for the costs.

c) The formal rules of evidence shall not be followed.
d) The Arbitrator shall have the obligation of assuring that all reference facts and considerations are brought before him by the representatives of the parties. In all respects, the Arbitrator shall assure that the hearing is fair.

(G) ARBITRATOR FEE

The arbitrator shall bill each of the local parties for one-half (½) of the total fees and expenses. Prior to the hearing, the Association (or the employee if acting on own behalf) and the City will give the Arbitrator the name, position and address of their designated representatives to whom the Arbitrator shall forward billings and decisions. The Association shall always be entitled to receive a copy of all arbitration decisions. All expenses shall be borne equally by both parties. However, expenses relating to the calling of witnesses, the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses were called or depositions taken, except that an employee who is paid for lost time by the employer shall not be paid as a witness.

(H) GENERAL INFORMATION

1. The Association owes employees covered by this Agreement a duty of fair representation which may include the obligation to represent aggrieved employees during the grievance process outlined above.
2. All grievances submitted in writing in accordance with this Grievance Procedure shall be submitted on the proper grievance form, a copy of which is attached to this Contract and made a part hereof by reference.
3. Either or both parties may tape record any meeting or hearing referred to in this Article.

(I) DISCOVERY

If a grievance is filed regarding a disciplinary matter, the City shall provide to the Association, in a timely manner, the relevant information that was used as the basis for the discipline or employment decision. Examples of relevant information would include audio recordings of interviews or disciplinary hearings, video recordings, copies of the employee personnel file (with written grievant permission), and any final investigative reports other than those involving possible criminal charges.

The Association or the City may also make a request for the production of additional documents, recordings and/or other evidence that are related to a grievance. The request shall be in writing. The party to whom the request is made shall determine what information can be made available. Any costs associated with the production of such additional materials shall be the responsibility of the requesting party.

TA'd: LVCEA

TA'd: CITY

DATE: 5/19 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	05/18/22	2	13	

ARTICLE 13 - DISCIPLINARY ACTION

(A) Grounds for Disciplinary Action
The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The City shall follow the disciplinary procedures set forth below in enforcing any discipline. Any such disciplinary action must be initiated within thirty (30) calendar days of the incident. An employee may appeal any written reprimand, demotion, suspension, or other form of discipline through the grievance procedure of this contract, which shall be the exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through the Step 3 - City Manager level of the grievance procedure. LVCEA representation shall be allowed at every level of discipline.

(B) Progressive Disciplinary Action - The City and the Association recognize the principle of progressive discipline as the form of discipline to be used in the City. Discipline involves timely actions by the employee's supervisors in situations where specific job-related employee behaviors, conduct or performance is unacceptable and there is a clear intent to create a record of discipline. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning.

(C) Progressive Discipline Steps - The usual steps of progressive discipline are:

1. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor to document that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. An oral reprimand incorporates counseling in that proper specific procedures that must be followed with the employee and suggestions made as to how to correct the unacceptable behavior or performance. The intent is to give the employee a clear notice that the specific behavior or performance is unacceptable and must be corrected. Oral reprimands are to be documented with the supervisor and employee each signing and keeping a copy for their record. Copies of the oral warning are not to be placed in the employee's Department or Human Resources personnel file. There shall be no reference to the oral reprimand or warning in the employee's personnel file. Oral reprimands are valid for a period of up to six (6) months from the date of issuance.
2. Written Reprimand or Warning - This is the first level of discipline which may be placed in the employee's personnel file in Human Resources. Documentation is done on a Disciplinary Action Form (DAF). The statements on the form must clearly outline the specific unacceptable performance or behavior, the specific violation(s) of the department rules, regulations and/or procedures which is alleged to have occurred and the level of discipline being administered is a Written Reprimand. The employee will be shown a copy of the completed DAF, will be allowed to read it, make comments on the form, and will then be

asked to sign the form acknowledging receipt. The employee will be given a copy of the DAF and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. Written reprimands or warnings will remain on the employee's active disciplinary record for a period of 18 months from the date of issuance, and may be extended for an additional 12 months in the event of a repeat infraction.

3. Suspension – A suspension may be used after a written reprimand or warning has not corrected the specific unacceptable performance, conduct, behavior or rule violation(s). Suspensions shall be limited from one (1) to five (5) days, depending on the severity of the offense, at the Department Director level. Department Director recommendations for suspensions longer than five (5) days may only be imposed after approval by the City Manager or designee. Documentation can be done on the Disciplinary Action Form (DAF) as described above or may be done in narrative form.

4. Other Disciplinary Actions-After an employee has been suspended, if there is a continuation or recurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written warning or suspension. Examples are:

a) Reduction in Classification/Demotion-This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step would be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held. The affected employee's pay will be reduced accordingly.

b) Reduction in Salary Step-When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step, for a maximum of twenty-six (26) pay periods.

5. Termination-Termination is the final step in the disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is of a severe enough nature so as to warrant immediate separation from employment.

(D) Records-Investigations of allegations which do not result in a corrective or disciplinary action shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the removal of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Material which has been removed, due to error, must be corrected or destroyed. Any record destroyed, due to error, may not be referenced or be made the basis for, or be used in, any discipline or other adverse personnel action(s) against the employee(s) referred to in such retracted material.

Employees' permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the

prior approval of the employee. Personnel files will not be released to the affected individual (or their designated representative) without the written approval of the affected individual.

(E) Disciplinary Meetings

Employees shall be notified, prior to the beginning of any meeting called for disciplinary purposes with that employee that the meeting could lead to disciplinary action and the possible nature of such action. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry, or investigation.

Employees shall be questioned during their regular working hours or shall be compensated for the time spent in questioning as specified in this contract.

Employees shall be provided with at least twenty-four (24) hours advance notice of any scheduled disciplinary meeting ~~which is likely to result in a written reprimand or other more severe discipline~~. The employee shall be provided with the name of the person conducting the meeting, the date, time, location, and topic of discussion of the meeting.

(F) Polygraphic Examinations

Applicants may be required to take a polygraph examination or a voice stress analyzer examination as a condition of employment for hire, rehire, transfer (voluntary or involuntary) or promotion to the Department of Detention and Enforcement. Transferred employees who fail to pass the voice stress analyzer or polygraph exam, would revert back to their previous or a comparable position. Employees may not be required to take a polygraphic examination or voice stress analyzer in conjunction with any disciplinary action. No reference of any type may be made regarding polygraphic examinations or voice stress analyzer at any disciplinary hearing or process without the consent of the employee.

(G) Purging Files and Records

1. The record of any disciplinary action resulting in a written reprimand or warning shall be removed from an employee's personnel file after a period of eighteen (18) months from date of issuance has elapsed, except that any subsequent disciplinary action of a similar nature shall extend the period of retention of the original offense for twelve (12) additional months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations. If removal of a discipline has not been made in accordance with the above removal timelines, it may not be used against the employee in a later disciplinary action.
2. Records of disciplinary actions resulting in a suspension of five (5) days or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of thirty (30) months from date of issuance has elapsed. However, any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for an additional six (6) months.
3. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's

department to verify the record, and notify the employee of the results of the request. Additionally, the Director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.
5. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file, at any reasonable time, upon request, and to request a copy of any needed documents in the file. The official personnel file shall remain under the control of the Department of Human Resources.
6. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. The Director of Human Resources, or designee, shall investigate the employee's request, advise the employee's department, make any appropriate correction, if warranted, and advise the employee of the correction requested. The employee's memorandum shall be attached to the material in question and filed therewith if the documentation is not changed.
7. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

(H) Just Cause

Just cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

1. Conviction of an offense which is punishable as a felony in the state of Nevada, conviction of an offense in any place other than the state of Nevada, which offense, if committed in the state of Nevada, would be punishable as a felony, or conviction of any offense which involves moral turpitude;
2. Violation of City or Departmental Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Deputy City Manager;
3. Solicitation of the public for money, goods, or services which has not been approved in accordance with established departmental procedures;
4. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;
5. Repeated incompetency; repeated inefficiency; repeated carelessness; abuse of sick leave; neglect of duties; unexplained and unapproved absence from duty; excessive absenteeism or tardiness; misuse or theft of City property; continuing or life threatening safety violations; on the job alcohol, or other drug abuse; malfeasance, misfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;
6. Physically striking or threatening any supervisory, managerial, or other employee;
7. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive. Any other acts of substance relating to the character or fitness of the employee to perform official duties may be considered cause.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 5/18/22 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	05/11/2022	2	14	

ARTICLE 14 – WAGES

(A) Base Wages "Eligible employees" are employees covered by this Agreement. The City and the Association agree that effective the first pay period following the execution of this Agreement, the wages paid eligible employees shall be shown in the City of Las Vegas Classified Employees Salary Schedules which are attached hereto as Exhibit C.

- **Effective July 01, 2022, the salary schedules for eligible employees will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2021. The CPI is based on U.S. Bureau of Labor Statistics data (https://data.bls.gov/timeseries/CUURN400SA0). The adjusted percentage increase in salary schedules shall be a minimum of 2.0% and a maximum of 3.0%, plus an additional 1.5%. As such, the July 01, 2022 salary schedule adjustment will be 4.5%.**
- **Effective July 01, 2023, the salary schedules for eligible employees will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2022. The CPI is based on U.S. Bureau of Labor Statistics data (https://data.bls.gov/timeseries/CUURN400SA0). The adjusted percentage increase in salary schedules shall be a minimum of 2.0% and a maximum of 3.0%, plus an additional 1.5%. Based on year to date CPI (January through April 2022), the parties believe that the annual CPI as of December 2022 will likely exceed 3%. In order to reach finality and to avoid uncertainty, the parties agree that the July 01, 2023 salary schedule adjustment will be 4.5%.**

(B) Salary Steps

1. Employees shall receive a salary step advancement upon each anniversary date of their appointment to the City and annually thereafter until they are at the maximum of the salary range for their classification as specified by the appropriate Salary Schedule. ~~**Each salary step advancement shall continue to be five percent (5%) up through June 30, 2015**~~. Starting on July 1, 2015, salary step advancements shall ~~**drop to**~~ **be** four percent (4%) or if there is less than a four percent gap between the employee's salary and the maximum of the salary range for the classification – that percentage amount that increases the employee's salary to the maximum of the salary range for the classification.
2. Employees shall receive their salary step advancement unless the City can show legitimate reason for denial of the salary step advancement. Legitimate reason for denial includes, but is not limited to, an extended sick leave absence of 1,040 hours or more, disciplinary action

equivalent to a suspension, or three (3) documented and substantial reports of unsatisfactory performance.
3. Employees shall be informed in writing of the specific reason(s) for the denial of any salary step advancement and may grieve that denial through the City Manager level of the grievance procedure in this agreement.

(C) "Y-Rated"
An employee whose current wage is above the wage range will continue to receive their current wage. This shall be the employee's "Y-Rated" wage rate. The employee's "Y-Rated" wage rate shall continue until any future wage range adjustments, applied to the salary scheduled, raise the salary schedule above the employee's "Y-Rated" wage. At that time the employee will receive the appropriate salary schedule wage.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 5/19 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	05/11/2022	1	15	

ARTICLE 15 - CLOTHING AND TOOL ALLOWANCE

(A) ~~The City and the Association agree that the~~ eEmployees in the classifications listed below shall be paid a yearly tool allowance of the amount shown on a quarterly basis:

Classification		Annual Allowance (in dollars)
Body Mechanic	~~210~~	$250.00
Building Services Electrician	~~180~~	$220.00
Building Services Technician	~~210~~	$250.00
Carpenter	~~210~~	$250.00
Concrete Mason	~~150~~	$190.00
Facilities Field Supervisor	~~210~~	$250.00
Facilities Maintenance Supervisor	~~210~~	$250.00
Field Electrician II	~~180~~	$220.00
Fleet Services Supervisor	~~280~~	$320.00
Fleet Services Worker	~~135~~	$175.00
HVAC Technician	~~210~~	$250.00
Industrial Electrician	~~180~~	$220.00
Instrument Technician	~~180~~	$220.00
Locksmith I	~~210~~	$250.00
Locksmith II	~~210~~	$250.00
Materials Testing Technician	~~180~~	$250.00
Mechanic	~~280~~	$320.00
Park Maintenance Crew Leader	~~210~~	$250.00
Parks Crew Leader	~~210~~	$250.00
Plumber	~~180~~	$220.00
Public Safety Facilities Supervisor		$250.00
Skilled Trades Helper	~~180~~	$220.00
Sr Building Services Electrician	~~180~~	$220.00
Sr Carpenter	~~210~~	$250.00
Sr HVAC Technician	~~210~~	$250.00
Sr Industrial Electrician	~~180~~	$220.00
Sr Materials Testing Technician	~~180~~	$220.00
Sr Mechanic	~~280~~	$320.00
Sr Plumber	~~180~~	$220.00
Sr Traffic Signal Technician	~~180~~	$220.00
Sr Traffic Systems Technician	~~180~~	$220.00

Traffic Field Supervisor	~~180~~	**$220.00**
Traffic Signal Technician II	~~180~~	**$220.00**
Traffic Systems Technician	~~180~~	**$220.00**
Traffic Systems Technician Trainee	~~180~~	**$220.00**
Welder	~~135~~	**$175.00**

These amounts will be increased by twenty five percent (25%) during the first year of employment for new hires.

The City shall provide a secure area for the employees to keep their personal tool set on the job site; however, the City shall not be responsible for loss and/or damage to personal tools. It will be the employee's responsibility to maintain the necessary tools to perform their assigned tasks. The City will conduct an inventory annually after giving the employee five (5) days notice. The tool set is defined to be the toolbox and the entire contents thereof, as determined by the annual inventory.

(B) A safety shoe allowance shall be paid in the amount of one hundred ~~twenty five~~ seventy-five dollars ~~($125)~~ **($175.00)** per year. Such allowance shall be paid at the time the second quarterly installment of the tool allowance is paid. Personnel to receive such allowance shall be those ~~personnel~~ whose job requires safety shoes be worn as established by the LVCEA and the City. Personnel who receive a safety shoe allowance shall furnish their own safety shoes that meet the required safety standards for their position and shall wear the safety shoes at all times when they are in work status. Failure to purchase and wear the required personal protective equipment may lead to disciplinary action.

(C) When any employee is required to wear a uniform during the performance of duty, that required uniform will be provided by the City. The term "uniform" shall include any specified shoes, belts, jackets, sweaters, or other accessories. ~~The City and the Association f~~**F**urther**, it is** agree**d** that employees who are furnished uniforms by the City shall be provided a clean and appropriate uniform for each normal workday, with the exception of clothing (e.g. City logo shirts) that is provided for the purpose of identifying the wearer as a City employee. In those cases, once the logo wear has been issued, the expectation is that the employee will be responsible for the cleaning of such garments and will demonstrate proper hygiene practices.

(D) Uniforms shall only be worn during the normal workday and shall be worn in accordance with such regulations, policies and procedures as the City may establish.

(E) If the City believes that a classification no longer requires the use of personal tools and/or safety shoes or if a new classification is added to the bargaining unit covered by this Agreement, the City and the Association will meet and confer to determine whether the classification will receive a clothing, tool and/or safety shoe allowance.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY** **DATE:** 5/24 **2022**

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FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2022	1	16	Roll

ARTICLE 16 -- LONGEVITY

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, eligible employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (½ of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees.

(B) Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(C) Employees hired or rehired on July 1, 1980, or thereafter, shall have a maximum longevity benefit of ten percent (10%) at twenty (20) years; however, their starting and yearly accumulations shall be the same as those in Paragraph A.

(D) Employees hired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service hereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached.

(D) Employees hired after January 1, 2011 shall not be eligible for longevity pay.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY**

DATE: 4/14 **2022**

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	05/11/2022	1	17	

ARTICLE 17 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

17.1 Definitions

The following are terms used in this article that have definitions in Article 3.

- Bereavement Leave;
- Family Leave;
- Funeral Leave;
- Immediate Family;
- Job-Related Disability;
- Maternity Leave; and
- Paternity Leave.

As with any Leave periods, supervisors retain the right to ask for reasonable documentation. Such as proof of voting or other activity.

17.2 Maternity/Paternity/Adoption Leave

Employees shall be entitled to use available accrued sick leave, annual leave and leave without pay for up to a maximum of six (6) months for purposes of prenatal care, childbearing and/or for caring for newly-born or adopted children. An employee's available FMLA leave will run concurrently with Maternity /Paternity/Adoption Leave, up to 12 weeks. Employees are eligible for this leave for a period of up to 12 months after the birth or placement of a child. Employees are required to give at least thirty (30) days advance notice, if possible to allow the department to make the necessary staffing adjustments. Failure to provide adequate notice may result in denial of the leave. Additional Maternity/Paternity/Adoption Leave or use of this type of leave not expressly set forth herein may be awarded on an exception basis only upon written authorization of the City Manager, or designee.

17.3 Family and Medical Leave

The City of Las Vegas is a covered employer under the Family and Medical Leave Act (FMLA). The City will abide by provisions of the FMLA, and all amendments thereto, and complaints based on violations thereof are not subject to the grievance process in this Agreement.

17.4 Military Leave

When an employee enters a recognized branch of the Armed Forces of the United States, whether voluntarily or involuntarily, the following shall apply:

1) The employee shall be granted military leave without pay for the duration of the employee's active service.
2) An employee granted military leave and later honorably discharged or discharged as a result of disability shall be restored to his/her former classification or to a like classification. To qualify for such restoration, the employee must apply for reinstatement

within ninety (90) calendar days of discharge. Such restoration is further contingent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.

3) An employee so restored shall be granted accrued seniority, benefits or other compensation in accordance with applicable Federal laws or regulations.

4) Persons who are employed to fill positions vacated as a result of the incumbent being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the incumbent is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this agreement and the City of Las Vegas Civil Service Rules.

5) Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed fifteen (15) working days in any one calendar year, or the number of days stipulated in NRS 281, whichever is greater. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty.

6) When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

17.5 Court Witness or Jury Duty Leave

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding related to City business or for a matter they witnessed while on duty shall receive their regular City pay. Employees who serve on a jury for one week or less are not required to turn in to the City any fees paid as a result of jury duty. Employees who report for jury duty for period in excess of one week will be required to submit their jury duty payment to the City Treasurer. Employees who are subpoenaed as witnesses for City-related business or for a matter they witnessed while on duty, called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused by the court or tribunal. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty.

This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to City business. Other than being a juror or being called to testify in a matter that an employee witnesses while on duty, this section shall not apply to persons whose appearance in court proceedings is unrelated to City business.

17.6 Leave Without Pay

17.6.1 Eligibility

Leave Without Pay may be granted or imposed by the Department Director, or designee, to employees for:

1) Purposes normally covered by sick leave, annual leave or Time in Lieu of (TILO) when such leave has been exhausted
2) Disciplinary action
3) Pursuing an education
4) Serving in the military
5) Recovering from a job-related injury or illness
6) Participating in political activities (requires City Manager approval)

17.6.2 General Requirements

Employees must exhaust all appropriate paid leave balances prior to receiving approval for leave without pay (LWOP). Employees on approved LWOP shall not be required or approved to perform work of any kind, unless the employee has been approved for a Transitional Work Assignment while recovering from a medical condition which resulted in working restrictions (e.g. part-time work during recovery period and paid leave accruals have been exhausted).

17.6.3 Leave Without Pay for Non-Medical Reasons

Employees seeking LWOP approval for non-medically related reasons (e.g. running for political office, pursuing additional education, serving in the military, etc.) must seek approval at least 30 days in advance, when possible, or LWOP approval may be denied.

17.6.4 Leave Without Pay for Medical Reasons

Employees seeking LWOP due to medical necessity must provide appropriate documentation indicating the need for leave, and estimated date the employee is expected to return to work in a full-time capacity. In the event the employee is released by their treating physician to perform part-time work during their recovery, and only require intermittent LWOP as a result, the employee must provide certification from their treating physician indicating their capabilities and restrictions. Intermittent work will be provided via a Transitional Work Assignment and is subject to approval based on business necessity (i.e. there is work available; part-time work will not be created for an employee). The duration of the transitional assignment will not exceed six months and the transitional work assignment may not violate any other provisions of City policies.

17.6.5 Approval of Use of Leave Without Pay

In general, Leave Without Pay for periods in excess of thirty (30) consecutive calendar days shall only be awarded to regular, full-time classified employees.

Appropriate paid leave must be exhausted before Leave Without Pay can be used.

For LWOP Sick, all accrued leave (sick, annual, birthday, holiday and TILO) must be exhausted before LWOP can be approved.

For LWOP Annual, all accrued annual leave, birthday, holiday and TILO must be exhausted before LWOP can be approved. Sick leave may not be used in place of annual leave.

Employee's who are approved for extended leave must use any paid leave hours on their first shift(s) of the pay period in accordance with the order of precedence listed below:

1) Sick Leave (if employee is sick or on medical leave)
2) Vacation/Birthday Holiday/TILO (after sick leave is exhausted, if employee is sick or on medical leave).

All LWOP must be approved by the employee's Department Director, or designee, and non-medical Leave Without Pay for periods in excess of thirty (30) consecutive calendar days must also be approved by the City Manager, or designee.

Leave Without Pay for medical reasons must be approved by the employee's Department Director, or designee, and the Human Resources Department. An employee on Leave Without Pay for medical reasons will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications, and shall be responsible for notifying the Department Director, or designee, of his/her primary location, contact information and return to work status during the leave period.

17.6.6 Leave Without Pay During a Pay Period With a Holiday

If the employee is in a full-paid status for the full shift, before and after the holiday, then the employee is entitled to holiday pay. If the employee is in LWOP status during the shift immediately preceding or following the holiday, then holiday pay will not be granted.

17.6.7 Impact On Benefits During Leave Without Pay

Service Credit Except for military leave and Leave Without Pay resulting from job-related injury or illness, periods of continuous LWOP in excess of thirty (30) days shall not be credited for purposes of annual or sick leave accrual rates, completion of probation (when appropriate), merit increases, seniority (when appropriate) or longevity. The employee's service date shall be adjusted to reflect the actual length of time the employee was actively working for the City of Las Vegas.

Service credit within the state's Public Employees' Retirement System (PERS) will be adjusted to reflect all LWOP.

Sick and Annual Leave Accrual Leave Without Pay for periods in excess of thirty (30) consecutive calendar days, which are authorized for job-related illness or injury, shall be credited for purposes of determining annual or sick leave accrual rates, seniority and longevity, and may be credited for purposes of completion of probation or for salary increases upon recommendation of the employee's department head and approval of the Director of Human Resources and the City Manager.

Insurance Premiums

While an employee is in LWOP status, the City will continue to pay for all employer-provided insurance coverage for the employee only, just as if the employee were in active status.

Employees on LWOP are required to make arrangements with the Human Resources Department to directly pay for their portion of any dependent insurance coverages or supplemental insurances they may have if they wish to continue coverage for dependents under these plans. Failure to do so may result in loss of coverage for the employee's dependents.

17.6.8 Separation

Except as provided for by law, employees who are unable to return to work after being on LWOP status for twelve (12) weeks, may be separated from City employment upon notice to the employee and the Association after the 12 weeks of approved LWOP has expired. The approved 12 week period includes any leave granted under the Family and Medical Leave Act. The separation will be considered a resignation and therefore, employees who are able and capable of returning to work within twelve (12) months following separation can request to be placed on a rehire list in accordance with Civil Service Rules. All entitlement under this provision will end twelve (12) months following the employee's date of separation.

17.7 Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional or transfer opportunities within the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for a promotional or transfer opportunity.

17.8 Blood Donor Leave

Employees may be granted reasonable paid time off for the purpose of donating blood when participating in a City-authorized and/or sponsored blood donation drive or special need. No employee shall be eligible for overtime as a result of donating blood. All such absences shall be scheduled with the employee's supervisor.

17.9 Catastrophic Leave

1. Eligible Employees:
   a) The Catastrophic Leave Program is available to all LVCEA bargaining unit employees and confidential employees. (I.A.F.F. Local 1285, L.V.P.O.A., L.V.P.P.A., Temporary, and Hourly employees are not eligible for this program.)
   b) Employees must be off probation and employed by the City for six (6) months prior to becoming eligible for the Catastrophic Leave Program.
   c) Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident experienced by an eligible employee that keeps that employee from performing the duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted." Employees may not use catastrophic leave to care for a family member.
   d) Employees with an accepted work-related Workers' Compensation claim are not eligible for the Catastrophic Leave Program.

e) Any employee who receives catastrophic leave benefits and is subsequently awarded workers' compensation benefits shall reimburse the catastrophic leave bank for all benefits received that are covered by workers' compensation payments.

f) The catastrophic leave benefit will only be paid (provided) until the City paid long-term disability (LTD) insurance plan eligibility kicks in on the 91st day of continuous absence.

2. When an eligible employee as defined above suffers a catastrophic illness or injury, and the eligible employee has or will have exhausted all accrued leave prior to returning to work or reaching the 90 day threshold for LTD insurance coverage, the eligible employee may file a request for donations of leave with the LVCEA. The employee must exhaust all accrued sick and annual leave prior to receiving any leave donated under the program. Catastrophic leave is not intended for those who will not be returning to work (e. g. resignation, retirement, disability retirement, etc.)

3. The catastrophic leave request must be accompanied by:

a) A medical statement from the employee's attending physician, indicating 1) the estimated amount of time the employee will be disabled from work and 2) the employee's anticipated return to work date.

b) A letter/e-mail from the Department Director approving the affected employee's request for a leave of absence without pay (LWOP). Requests for medically-related LWOP will not be unreasonably denied.

c) Confirmation from Payroll that all leave accruals have been exhausted.

4. A committee ("The Committee") appointed by the LVCEA President will review the request to verify the employee's eligibility to receive leave donations.

5. The LVCEA may conduct a solicitation of donations with no personal lobbying by employees on their own behalf. Solicitations will be conducted no more than four (4) times per year and all donations will be submitted to the Finance Department on a form provided by the LVCEA.

6. Donations can be made from the donor's available leave banks. Sick leave donations will only be allowed from the employee's payable hours (those hours for which the employee would receive cash payment upon separation from City employment.) Employees with less than five (5) years of classified service are not eligible to donate sick leave, since accrued sick hours are not yet vested for payout purposes. Employees with more than five (5) years service but less than twenty (20) years service can donate up to fifty (50%) percent of their non-surplus sick leave hour accruals and employees with more than twenty (20) years service, can donate up to 100% of their non-surplus sick leave hour accruals. Employees with a sick leave balance above their cap may donate accrued, sellable hours as defined in the sick leave article.

7. The minimum leave donation is four (4) hours. However, employees must have a sick or annual leave balance of at least forty (40) hours following donation.

8. The LVCEA will forward notification of the time donations to Finance, where the donated time will be converted to dollars at the current hourly rate of the donor. If any donated sick leave hours remain at the end of the catastrophic leave, they will remain in a catastrophic leave bank for future

use. In the event an affected employee receives donated hours, but returns to work prior to the anticipated return to work date, any hours paid out of the cat leave bank in excess of what was needed will be reimbursed to the catastrophic leave bank by the employee.

9. The parties agree that should any problem arise in the administration of this paragraph or any abusive practice should arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

17.9.1 Supplemental Policies and Procedures

1. Catastrophic Leave benefits are available from the first (1st) day of absence through the ninetieth (90th) day of absence presuming the affected employee has exhausted all of their accruals, the Department Director has approved their leave without pay request (requests will not be unreasonably denied), and the medical issue is considered to be catastrophic in nature.

2. Catastrophic Leave benefits will not be approved if the illness or injury of any person other than the employee would not qualify the employee to receive Catastrophic Leave benefits.

3. An employee requesting Catastrophic Leave benefits must submit a Catastrophic Leave Agreement Form to the Catastrophic Leave Committee accompanied with a medical documentation in compliance with this agreement.

4. Request for Catastrophic Leave benefits will be processed on a first-come basis.

5. In accordance with federal laws governing medical privacy (HIPPA), the Donation Request Form shall not include any information relating to the requesting employee's illness or injury condition.

6. An employee making a request for Catastrophic Leave benefits must agree to indemnify and hold the LVCEA, its officers, directors, trustees, members and employees harmless from any lawsuits, malfeasance, and/or claims or damages for failure on the part of the City to process the request in a timely manner.

7. Under no circumstances will any benefits be paid from the Catastrophic Leave bank beyond ninety (90) calendar days from the date the employee was required to be absent from duty on a continuous basis since the City-paid LTD insurance benefit eligibility kicks in on the 91st day of absence.

17.10 Bereavement Leave

Employees shall be permitted to absent themselves from work to attend to matters related to an impending or subsequent death and or funeral of a member of their immediate family. Sick or Annual Leave shall be granted for a maximum of five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head.

17.11 Funeral Leave

Employees may be granted up to four (4) hours of annual leave to attend a funeral of an acquaintance or co-worker on short notice. Whenever possible, such leave should be requested at least one day in advance.

17.12 Voting Leave

The City of Las Vegas agrees to allow time off from work for the purpose of voting according to the provisions of NRS 293.463, which reads as follows:

1. Any registered voter may absent himself from his place of employment at a time to be designated by the employer for a sufficient time to vote, if it is impracticable for him to vote before or after his hours of employment. A sufficient time to vote shall be determined as follows:
    a. If the distance between the place of such voter's employment and the polling place where such person votes is 2 miles or less, 1 hour.
    b. If the distance is more than 2 miles but not more than 10 miles, 2 hours.
    c. If the distance is more than 10 miles, 3 hours.
2. Such voter may not, because of such absence, be discharged, disciplined or penalized, nor shall any deduction be made from his usual salary or wages by reason of such absence.
3. Application for leave of absence to vote shall be made to the employer or person authorized to grant such leave prior to the day of the election.
4. Any employer or person authorized to grant the leave of absence provided for in subsection 1, who denies any registered voter any right granted under this section, or who otherwise violates the provisions of this section, is guilty of a misdemeanor.

In the event the State of Nevada changes the provisions of NRS 293.463 it is understood that this section would change accordingly. This section is not subject to the grievance and arbitration process.

17.13 Safety and Health Fair Leave

At the convenience of the City, employees may be granted reasonable time off with pay to attend sponsored Safety and Health functions, benefit fairs or other benefit related promotional events. This section is not subject to the grievance and arbitration process.

17.14 Volunteer Leave

Employees may be granted up to five (5) days per year either without pay or through the use of annual leave for the purpose of volunteering to provide help or service to a charitable organization. This section is not subject to the grievance and arbitration process.

17.15 Documentation

The City may require appropriate documentation to substantiate any type of leave granted under this article.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 5/19 2022

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City	05/11/2022	1	18	A

ARTICLE 18 - MEDICAL BENEFITS

(A) The City and the Association agree that the City will pay the cost of group hospitalization, health, dental, vision, and term life insurance for each individual employee covered by the provisions of this contract. The City agrees to pay dependent insurance coverage costs equal to fifty percent (50%) of the actual cost. The City will provide medical insurance benefits to LVCEA represented employees which are worth at least $735 per employee per month on average. Moreover, the City will provide medical insurance coverage that is substantially similar to the insurance that is shown in Attachment E for calendar year ~~2016~~ 2022.

(B) The City agrees to pay the cost of long-term disability insurance. Moreover, the City will provide each employee covered by this agreement a $20,000 term life insurance policy.

(C) The City shall establish the necessary accounts and accounting procedures to ensure that:

1. A record is kept, by pay period, of the number of employees eligible for insurance coverage and the amount of funds paid by the City on their behalf.
2. A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.
3. All disbursements of funds from the insurance payment accounts shall be for the appropriate payment of insurance premiums, claims, or other legitimate expenses of the group hospitalization, health, vision, dental, long-term disability, life insurance, and any other insurance programs provided.

(D) The Association agrees to indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any legitimate action taken or not taken by the City with respect to authorized deductions for coverage in excess of that provided in the first paragraph of this Article.

(E) All insurance contracts must be approved by the City Council.

TA'd: LVCEA

TA'd: CITY

DATE: 5/19 2022

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City	05/11/2022	1	19	Roll

ARTICLE 19 – DISABILITY

(A) Employees shall be covered by the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616A-D), the Nevada Occupational Diseases Act (NRS Chapter 617) and the Nevada Occupational Safety and Health Act (NRS 618). However, Worker's Compensation decisions and appeals are not grievable pursuant to this collective bargaining agreement.

(B) Should an employee suffer an accepted claim of service-incurred accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then, in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Workers' Compensation Program and the employee's then present gross salary, excluding overtime, for a period of two hundred eighty (280) hours from the first day of absence due to illness or injury. However, employees hired after 7/1/14 will only receive full salary continuation for a period of eighty (80) hours from the first date of absence due to illness or injury. Thereafter, Worker's Compensation payments will revert to the State mandated rate.

(C) An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave as established under Article 11 for the period of full income maintenance. Thereafter, accrued leave time may be utilized to subsidize the Worker's Compensation payments up to 100% of regular wage.

(D) Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician who may be either City or employee appointed.

(E) An employee who is temporarily disabled because of a non-work related accident or illness may be granted an alternate duty assignment, if such assignment is available and after being released for such work by a qualified physician. "Alternate duty" means work that may be similar to or totally different than the normal work that the employee performs and is based on the release given by the qualified physician and the skills of the employee.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY**

DATE: 5/19 **2022**

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City	03/24/2022	1	20	Roll

ARTICLE 20 – RETIREMENT

(A) The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system. The City shall comply with all the provisions of NRS 286 for the purpose of paying the employees' retirement contributions.

(B) The City and the Association agree that compliance with NRS 286 requires that any future increases or decreases in the Public Employees Retirement System (PERS) contributions will be equally shared with the City paying/receiving 50% of the increase/decrease and the employees paying/receiving the other 50% of the increase/decrease through an equivalent reduction/increase in employee wage rate.

(C) If NRS 286 is amended in a manner that affects payment of employees' portion of the contribution required by NRS 286, the parties will enter into negotiations for a replacement to this subsection.

TA'd: LVCEA

TA'd: CITY

DATE: 3/24/22

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City	03/24/2022	2	21	

ARTICLE 21 - REDUCTIONS IN FORCE

1) NOTICE

Whenever a layoff has been authorized, the City shall notify the Association in writing at least sixty (60) calendar days prior to the layoff. The notice shall contain the following:

a) The effective date;
b) A list of all incumbents in the affected positions.

The City shall meet and confer with the Association regarding the reduction in force.

2) LAYOFF PROCEDURE

The order of layoffs is as follows:

a) Temporary employees;
b) Probationary employees;
c) Full-time or part-time employees in a qualifying status;
d) Full-time or part-time employees in reverse order of their seniority. The employee with the least classification seniority shall be released first. In the case of a tie, within classification seniority, the employee with the least City employment shall be released first.

Any employee laid off shall have his/her name placed on the recall list for that classification pursuant to Section 6 below.

3) BUMPING AND RECALL RIGHTS

a) An employee who is laid off shall have the right to bump to another classification that the employee previously held where they have sufficient classification seniority (to include the seniority that they had acquired in the classification from which they are being laid off) and that is in the same or lower grade as the employee's current grade.
b) Bumping shall be into the position occupied by the least senior employee in the classification. That least senior employee will then be added to the list of employees included in the layoff and may exercise all the rights contained in this article.
c) An employee who bumps to another previously held classification shall carry their current classification seniority to the new job.
d) An employee who elects to bump into another classification previously held retains the right to be on the recall list for the classification from which they were laid off.
e) Any employee who is recalled to a job with the same or more scheduled work hours they held prior to the layoff shall forfeit any future right to be recalled to that same classification if they decline the recall offer.
f) An employee who was laid off may accept an offer of a part-time position with fewer scheduled work hours in that same classification without forfeiting their right to be recalled to their prior scheduled work hours in that same classification.
g) Any employee who is recalled, or bumped into a prior classification, shall obtain any required certifications within six (6) months of reinstatement.

4) INTERVIEW FOR PLACEMENT

An employee who has insufficient seniority to bump may elect to be interviewed for another classification they qualify for on or before the effective date of the layoff. A position in that classification must become vacant and be approved to fill during the 60 day layoff notification period. If selected, the employee retains the right to be on the recall list for the classification from which they were laid off.

5) SEPARATION

a) Employees who are laid off shall be paid all their accrued leave and TILO pursuant to the provisions contained elsewhere in the collective bargaining agreement.
b) The City shall additionally pay to a separated employee twelve (12) weeks of severance pay.
c) Any employee who voluntarily separates employment from the City for any reason (e.g. retirement, resignation, etc.) shall forfeit their recall rights and be removed from the RIF recall list. In the event a laid off person on the RIF recall list declines an offer of part-time employment, or accepts a part-time position, and subsequently relinquishes that part-time position, their name will remain on the RIF recall list.

6) RECALL LIST

a) The City shall continuously maintain and update a recall list for each classification that has had a layoff. The recall list for a given classification shall continue to exist as long as one (1) or more persons remain on the list. The City shall order the employees on each recall list pursuant to the employee's classification seniority, from highest seniority to lowest seniority. Whenever two (2) or more employees have the same classification seniority, the City shall place those employees in order of their City seniority. The City shall transmit to the Association a copy of each recall list upon request.
b) Employees shall remain on a recall list until they are either recalled to their prior position, are removed from the list for failing to respond to a notice of recall pursuant to Section 7(b)(2), voluntarily separate, or after eighteen (18) months of being placed on the list, whichever occurs first. ~~**Individuals who were on the recall list as of 12/3/2014 were removed from the list on 12/22/15**~~.
c) The City shall not hire any combination of part-time, hourly, or temporary employees to perform the duties set forth in the classification specification performed by the equivalent of one (1) full-time employee, in any classification in which there is a recall list, unless the Association provides the City approval in writing to do so.
d) The City will meet and confer with the Association regarding any requests for reclassification in which there is a recall list.
e) If the City reclassifies a group classification title for which a RIF list currently exists, the RIF list will apply to the new job title.

7. REINSTATEMENT OF EMPLOYEES

Whenever the City decides to fill a position which was vacated due to a reduction in force (layoff), it shall first offer the position to the person with the most seniority on the respective recall list.

The following procedure shall be employed for reinstating persons from a recall list:

1. The City shall notify the person to be recalled by both email, if known, or by certified mail, return receipt requested, at the last known address. The notice shall state that (a) the person must respond within ten (10) calendar days of receipt of the notice, either by e-mail, in-person, or by certified mail; (b) that if the person fails to respond in a timely manner, or rejects an offer of reinstatement to their full-time position, their name shall be removed from the appropriate recall list.
2. A lack of timely response or rejection will result in the person being removed from the recall list and forfeiture of all recall rights to that classification, unless the recall offer is for a position with fewer work hours than the position from which the employee was laid off (see Section 3e).
3. If a person so notified either rejects the City's offer of reinstatement or fails to respond in a timely manner, the city shall notify the next person on the recall list, and shall continue to go through the recall list until the person accepts the offer of reinstatement or until no more persons remain on the list.

The following are the effects of a reinstatement on an employee's terms and conditions of employment:

1. The employee shall receive from the City all benefits for which he/she was not paid at the time of the employee' separation list.

2. The employee's City seniority shall be adjusted in accordance with Article 22.

3. The employee shall receive longevity, sick leave, annual leave and other service related benefits at the rate as when the employee was originally laid off.

4. If the employee's former classification was reassigned to a lower salary grade while the employee was laid off, the employee shall be reinstated at their prior rate of pay and be Y-rated if appropriate.

5. The City shall not require the employee to complete another probationary or qualifying period.

6. The employee shall have six (6) months to secure any required licenses or certifications that may have lapsed during the period which the employee was laid off.

TA'd: **LVCEA**
TA'd: **CITY**
DATE: 3/24 **2022**

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City	04/14/2022	1	22	

ARTICLE 22 – SENIORITY

22.1 Definitions

22.1.1 Article Definitions

City seniority - the total length of active employment with the City.

Classification seniority - the employee's total length of active service in a classification, which may include reclassification.

Flex Classification(s) – positions that have been designated as flex classifications allow for promotion without testing from the lower level to the higher level at the recommendation of management and after meeting the minimum qualifications for the higher level. Employees will serve a qualifying period after a flex promotion. Flex classifications are designated with an "(X)" after the classification title. An example would be Animal Control Officer I (X) and Animal Control Officer II (X).

Job Series–The classifications belonging to each job series. These will be determined by mutual agreement between Human Resources and the Association.

Reporting Location-the facility or work location where a given employee reports to work each day.

Work unit-one or more employees who report to a common supervisor. However, two or more work groups in a division or department with similar operational procedures may be considered as one work unit for purposes of this Article.

22.1.2 Common Definitions

The following are terms used in this article as defined in Article 3:

- Classification;
- Demotion;
- Qualifying Period;
- Probationary Period
- Promotion;
- Reclassification;
- Service Date;
- Shift;
- Transfer

22.2 Ranking of Seniority

City seniority shall be determined in the following order:

1. Service date; if tied, then
2. Hire date; if tied, then
3. Human Resources date/time stamp
4. Any further ties or disputes shall be determined by a one-time lottery.

Classification seniority for those employees in a given classification shall be determined in the following order:

1. Length of time in the classification; if tied, then
2. Service date; if tied, then
3. Hire date; if tied, then
4. Human Resources date/time stamp
5. Any further ties or disputes shall be determined by a one-time lottery.

22.3 Seniority Lists

By October 1st of each calendar year, the City shall establish a seniority list for each classification which includes the following information:

- the employee's name;
- the date of last promotion to the present classification;
- the service date;
- hire date; and
- Human Resources date/time stamp.

All seniority lists shall be available for inspection in Human Resources and shall also be provided to the Association. Department and division offices shall have current seniority lists available for any classification within that department or division for review by employees.

Protests regarding the accuracy of a given seniority list must be filed in writing with Human Resources no later than November 15th of the current calendar year. If no protest is filed by Nov 15th then the seniority list for that classification shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority lists. A protest of a given seniority list shall be resolved through discussions between Human Resources and the employee and the Association, after giving the employee an opportunity to submit a written seniority protest form. If there is still a dispute following discussion of the protest, the Association may file a grievance.

22.4 Rules for the Accrual of Seniority

22.4.1 City Seniority

Employees shall accrue city seniority from the date of hire in the classified service subject to the following rules:

1. Seniority shall not be broken for paid leave of any duration or unpaid leave of less than (30) thirty consecutive calendar days. Periods of unpaid leave of thirty-one (31) consecutive days or more, excepting military leave and leave resulting from job-related illness or injury, shall not be credited for purposes of seniority.
2. Temporary employees shall be credited with all time worked as a full-time employee on a temporary basis only after obtaining probationary status in the same classification. Time will be credited only if there is no break in service between temporary and probationary status.

3. Part-time classified employee seniority determinations shall be made on a prorated basis, using the actual number of hours worked, with 2080 hours being the equivalent of one year of service.

22.4.2 Classification Seniority

Employees shall accrue classification seniority for all time spent in a given classification subject to the following rules:

1. An employee who receives a promotion and subsequently returns to the former classification during the qualifying period shall be credited with time spent in the higher classification.
2. An employee who receives a promotion and subsequently returns to the former classification after the qualifying period shall not be credited with any time spent in the higher classification.
3. If an employee voluntarily demotes into a classification in the same job series, the employee shall be credited with time spent in the higher classification in the same job series.
4. If an employee voluntarily demotes into a classification in a different classified job series, the employee shall not be credited with any time spent in the higher classification in the different job series.
5. Classification seniority may include title changes or reclassifications of the position, to be reviewed by Human Resources on a case-by-case basis, and after meeting and conferring with the Association.
6. Employees shall receive classification seniority for time spent in an approved acting capacity under the following conditions:
    a. The assignment is for a minimum of thirty (30) continuous calendar days;
    b. The employee is selected for the position while in the acting capacity;
    c. The acting time is documented via the formal Human Resources Acting Pay Request form;
    d. The acting time took place on or after July 1, 1995; and
    e. Time spent acting in an appointive position after December 3, 2014 will not affect credited classification seniority.
7. If an employee transfers or promotes from a classified position to an appointive position and subsequently returns to a classified position, none of the time spent in the appointive position will be credited towards classified seniority.
8. Flex Classification Seniority – Employees who meet the requirements to be flex promoted shall be allowed to bring their lower level seniority with them when promoting to the higher level. Flex classification seniority shall be maintained on one seniority list. Service time accrued in the lower classification is combined with service in the higher classification.

22.5 Rules for the Use of Classification Seniority

22.5.1 Reductions in Force (RIF)

Classification seniority shall be the controlling factor in any reduction in force

Classified employees, who bump to a lower classification shall be credited with time served in the higher classification. If an employee is called back to the higher classification, all previous seniority in the higher classification will be reinstated and removed from the lower classification seniority.

Any employees with regular status who is appointed to a city position outside the classified service shall retain the right to return to regular status in the classified service, only if the non-classified (appointive) position is eliminated.

22.5.2 Annual (vacation) Leave

Classification seniority shall be the controlling factor in the scheduling of annual leave unless a work unit and management mutually establishes in writing another procedure as approved by the Director (or designee) and the Association.

22.5.3 Shifts

Classification seniority shall be the controlling factor in the assignment of employees to a given shift within a division unless the work unit and management establishes in writing another procedure that is approved by the Director (or designee) and the Association.

If the Director (or designee) has cause to believe that a given employee cannot be placed on the shift as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, or other similar attributes, then the Director (or designee) shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee disagrees with the decision, the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

22.5.4 Reporting Location

For those divisions that have multiple reporting locations, classification seniority shall be the controlling factor in the assignment of an employee to a reporting location unless the work unit mutually establishes in writing another procedure that is approved by the director (or designee) and the Association.

Special Rule for the Departments of Parks & Recreation and YDSI. Because this department has multiple facilities, this department shall instead divide its facilities into two equal zones based upon geography. Classification seniority shall instead be the controlling factor in the assignment of an employee to a zone. However, once a zone is selected by an employee, management then reserves the right to assign the employee to a facility within that zone. All other limitations as described in the remainder of this section shall apply.

If the Director or designee has cause to believe that a given employee cannot be placed in the reporting location as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, and

other similar attributes, then the director or designee shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee protests the decision the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 4/14/22

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City	05/11/2022	1	23	

ARTICLE 23 – SCHEDULES AND HOURS

23.1 Definitions

23.1.1 Article Definitions

Work unit - means a group of employees under common supervision that is within a division.

Return to work - means when an employee has stopped work for the day and is required at a later time to return to his/her assigned duty location to perform assigned tasks.

23.1.2 Article Definitions

The following are terms used in this article that have definitions in Article 3:

- Alternate Work Schedules (AWS)
- Call-Out
- Normal Work Day
- Normal Work Week
- Overtime
- Shift
- TILO (Time in Lieu of)

23.1.3

The City shall provide paid time off, and pay the entire tuition for any education, certificates, ratings, etc. that the City requires employees to have in order to keep their employment with the City in the employee's current classification.

23.2 Hours and Work Week

The normal work week shall be forty (40) hours, consisting of ten (10) consecutive hours per day (exclusive of lunch break) during four (4) consecutive days commencing with the first hour and day of the employee's regularly assigned workweek and shift. The City has the right to adjust the normal work week of employees such that employees work eight (8) consecutive hours per day (exclusive of lunch break) during five (5) consecutive days commencing with the first hour and day of the employees normally assigned work week and shift.

The official workweek shall begin on each Sunday at 00:01 hours, and shall end at 24:00 hours on the following Saturday.

23.3 Identification of Shifts

The City shall have the right to establish work schedules and starting times. The City shall designate the starting and stopping times of each shift; the meals and rest periods of each shift;

and may stagger such times between various departments and between groups of employees or individuals within a department.

23.4 Rest Periods and Meal Periods

Employees shall be given paid rest breaks of not less than fifteen (15) minutes during every four (4) or five (5) hours worked. The timing of such breaks is to be flexibly arranged in accordance with existing practices.

Employees shall get at least a thirty (30) minute unpaid meal break during their shift.

23.5 Alternate Work Schedule Details

Creation of an AWS. If an Alternate Work Schedule (AWS) is requested by a majority of the employees affected in a department, division, or work unit; the Association with work unit employees, representatives of Human Resources, and department and work unit supervisors shall meet within fourteen (14) days to discuss the feasibility of establishing an AWS for the requesting department, division; or work unit. If a mutually acceptable AWS plan can be established, it shall be put into effect for a trial period of six months within sixty (60) days of agreement of the AWS plan.

Appeal When Mutual Agreement Not Reached. In the event where the majority of the employees in a department, division, or work unit want an AWS and mutual agreement between the Department and the Association cannot be reached, the Association may request to have the AWS submitted to the City Manager or his designee for resolution. At the meeting with the City Manager or designee, both sides shall be present and shall be required to present their case, including evidence that they may have to support their position. Each side shall have the opportunity to ask questions of the other side.

Modification or Discontinuance of an AWS. The City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager may discontinue the program if, in good faith, and after discussions with the employees, the City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager determines that the AWS plan is not in the best interests of the City.

Written Plans. All AWS plans instituted or modified hereafter shall be in writing and shall include as a minimum the job classifications included within the plan, a description of the schedule, treatment of paid holidays, and conditions of the plan. Start and stop time, meal and break periods, work schedules and days off will not be included in the AWS but will be assigned by the Department. The written plan shall be signed and dated by a representative of the department and the Association.

23.6 Schedule Alterations/Changes

Employee's work schedules will not be altered on a short-term basis (less than four (4) months). Any short-term change in a work schedule must be mutually agreed to, in writing, by the City and the employee(s) and must not be established for the sole reason of avoiding overtime pay.

23.7 Schedule Reporting

The LVCEA may request an update of one or more departments work schedules. When this occurs the LVCEA will submit a written request for the schedules to the Department of Human Resources. The City shall make reasonable attempts to fulfill the LVCEA's request within thirty (30) calendar days.

23.8 Overtime

Requests and Rotation. Supervisors may require that employees work overtime. Overtime work shall be voluntary and shall be rotated amongst employees in the classification needed to work overtime on a fair and equitable basis. Supervisors shall post (in a place that is accessible to all employees in the work unit, overtime lists for each classification in the work unit. Where work units do not have a defined work area, the list shall be posted electronically. The overtime lists will be renewed at the beginning of each calendar year and will be arranged according to seniority, with the most senior employee for each classification placed at the top of the list. When an employee is offered an overtime assignment, they will be moved to the bottom of the list whether they accepted the assignment or not. The overtime lists shall be updated each week. If no one agrees or volunteers to work the overtime, the supervisor may require (mandate) that a qualified employee work the overtime. Such mandated overtime will also be rotated amongst employees in the classification needed to work overtime on an equal basis, as long as the employee(s) are qualified to do the work.

Compensation. Overtime pay is defined as additional compensation earned by an employee who: 1) comes in early for a regularly scheduled shift, or 2) is held over on a regularly scheduled shift, or 3) returns to work after completing a normal shift as requested, or 4) reports to work on a day in which a normal shift is not scheduled, or 5) works hours in addition to their regular shift.

Employees who work longer than their normal work day shall be paid overtime at a time and one-half (1½) hourly rated basis based on their hourly rate of pay, including longevity, for all overtime work; provided however that if the overtime worked is not in conjunction with the employee's regular hours the employee shall be paid a minimum of three (3) hours or the actual time worked whichever is greater. Part-time employees will not be paid overtime until after forty (40) hours have been worked.

Employees who do not report to work on a particular day, but who respond to business-related telephone calls or perform work related tasks as directed by management through use of a computer will be paid a minimum of one and one half (1.5) hours overtime or the actual time performing those tasks, whichever is greater, regardless of the number of phone calls received or the times at which those phones calls are received that day.

Overtime Breaks. Employees who may be expected to work more than two (2) hours overtime upon completion of their regular shift shall be entitled to a paid fifteen (15) minute break at a time convenient for the employee and the City in light of the nature of the work being performed.

23.9 Call Out

Compensation. In emergency situations requiring immediate attention, where the department head or designee feels that it is necessary to call out one or more members of a department,

and order them back to work, an employee shall be paid overtime at a time and one-half (1½) basis, plus longevity, for all call-out hours or any fraction thereof worked.

The employee shall be paid for a minimum of three (3) hours regardless of having returned to work for less than three (3) hours on the total call-out. In the event that the period of call-out extends into the employee's normal working shift, the employee shall be paid for a minimum of three (3) hours in addition to the normal working shift. If the period of call-out exceeds three (3) hours, but does not extend into the employee's normal working shift, the employee shall be paid for the amount of time actually worked at the overtime rate.

Multiple Call Outs. An employee who returns to work for less than three (3) hours on the initial call-out and is then called out a second time during the initial three (3) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences exceeds three (3) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called out for a second time after the expiration of the first (1st) three (3) hour window from the first call-out, he/she shall be paid for a minimum of three (3) hours for each call-out except as provided in the previous paragraph. Shift differential will only be paid to those employees assigned to a shift eligible for shift differential pay.

23.10 TILO (Time in Lieu Of)

In General. Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO). The purpose of TILO is to allow employees to accumulate and to take TILO time in conjunction with workload peaks and lows, rather than be paid at the overtime rate. Employees shall have the option of TILO accumulation rather than overtime pay up to the maximum allowed. In situations involving special funding, the City and the LVCEA will meet, discuss and agree to the method of overtime payment.

Accumulation of TILO. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (1½) rate for payment purposes. No employee can be required take time off rather than be paid at the overtime rate. No employee may have an accumulated balance of TILO time exceeding two hundred forty (240) hours at the end of any pay period.

Use of TILO. To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally only be scheduled when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will require the City to pay other employees at the overtime rate or accumulate TILO time. Employees may not have a deficit TILO time balance. Employees shall be paid for any TILO time in excess of two hundred forty (240) hours.

Reporting of Time Accumulated and Used. This accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO hours within a pay period, the records may not show on the paycheck stub.

Payoff at Separation and Annually Upon Request. At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at a regular hourly rate plus longevity. Each year, employees may elect to exchange up to sixty (60) hours or less of TILO leave for up to sixty (60) hours of salary plus longevity, subject to the following conditions:

1. **There shall be two opportunities to E**exchange ~~of~~ TILO leave **each calendar year. The exchanges** shall ~~be only done at~~ **take place on** the first payday of each **July and** December unless otherwise authorized by the City Manager.
2. To be eligible to exchange TILO leave for pay, the employee must have been in the classified service for a minimum of eighteen (18) months.
3. Exchange privileges apply only to accrued TILO leave.

23.11 Stand-By Time

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours

Schedule and Response. While on stand-by time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by phone, pagers, or other electronic device provided by the City. Employees on stand-by shall be subject to the call out provisions of this Article.

Payment. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal day worked and fifty ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. No employee shall receive stand by pay while out on sick leave or while on vacation.

23.12 Shift Differential

Shift Differential shall be paid pursuant to the following chart:

Scheduled work hours	Amount of Shift Differential
7:30 am – 4:30 pm	No differential pay
4:30 pm - 12:00 am	4% of the employee's normal hourly rate plus longevity
12:00 am – 7:30 am	6% of the employee's normal hourly rate plus longevity

Shift Differential will be paid to an employee for a given shift whether it be the employee's regular shift or an overtime shift when the majority of the hours worked by the employee fall within either the 4:30 pm – 12:00 am or the 12:00 am – 7:30 am shifts.

Employees who are temporarily assigned to day shift for training for a period of two pay periods or less will still receive shift differential. Employees who normally get shift differential pay who are off work, but in a paid status, still receive the shift differential pay.

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TA'd: _____ CITY DATE: 5/19/ 2022

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City	05/11/2022	1	24	Roll

ARTICLE 24 – PROMOTIONS

(A) The City shall encourage promotion within the classified service. All qualified employees shall have an equal opportunity to compete for promotions in the classified service. Promotional opportunities in the classified service shall be posted and processed in accordance with the City of Las Vegas Civil Service Rules unless changes in those rules are adopted by the City Council.

(B) All regular classified City employees shall receive three (3) bonus points on open and promotional exams. Appointive employees who previously obtained "regular" status in a classified position may apply through a promotional or open recruitment but will not receive bonus points.

(C) Employees who are promoted shall be entitled to be placed in the lowest step in their new classification's salary grade that gives them at least a five percent (5%) salary increase, unless the employee is currently on the top step and is promoted to the next highest salary job grade. In that situation, the employee will go to the top step of the new grade.

(D) Regular full-time employees serving in an approved acting capacity for a minimum of thirty (30) continuous calendar days, and subsequently promoted to the position in which they have been acting, will receive a maximum of 90 days (three months) credit toward their qualifying period, providing the service in that particular acting capacity has been continuous and within the same department. Approved acting time must be documented via the formal Human Resources Acting Pay Request form. Both management and employee shall have the remainder of the six-month qualifying period to decide whether or not confirmation in the new position is appropriate.

(E) Employees who are promoted shall have the right during the first six months (6) of their qualifying period to voluntarily demote to their former classification, salary status and department. The employee's salary shall be reduced to the same grade and step that the employee would have attained had the employee not accepted the promotion.

(F) When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the Director of Human Resources, after consulting with the appointing authority, shall determine, in accordance with the Civil Service Rules, how the vacancy is to be filled. Any open examination may limit the number of non-city employee applicants, but bargaining unit employees who meet the minimum qualifications may apply for and take any open examination regardless of the number of applicants.

(G) When promotional and open examinations are given simultaneously, the certification of the names shall be as follows:

Group I Promotional when less than five names remain, add

Group I	Open	when less than five names remain on both, add
Group II	Promotional	when less than five names remain in all three, add
Group II	Open	

(H) The decision to fill permanent full-time vacancies on a temporary basis pending the completion of the selection procedures will not be grievable. A vacancy filled by a demotion, transfer, management reassignment, rehire, or recall in a position that is equal to or less than the employee's previous position does not require posting.

(I) The Association shall be furnished a copy of all job announcements and promotional announcements.

(J) TRANSFER RETURN RIGHTS
The parties agree that, the following procedure shall be followed once an employee-requested transfer has taken place:

1. Employees who have requested and accepted transfer positions, either within the CEA bargaining unit or to other City positions, shall have the right, during the first six months of their qualifying period, to voluntarily return to their former department in the same classification.

2. Exception: Employees voluntarily transferring to a flex position, where the entry level for that position is a lower salary grade than their current position, but the journey level is higher; do not have return rights to their former classification. This situation shall be treated as a voluntary demotion.

In the event of non-confirmation in either of the above cases, employees shall be returned to their former department in the same position unless a mutually acceptable agreement by all parties concerned shall be reached for placement elsewhere in the City.

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TA'd: CITY
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City	03/24/2022	1	25	Roll

ARTICLE 25 – LABOR/MANAGEMENT MEETINGS

(A) Joint Labor-Management Meetings

The purpose of these meetings are to provide a forum for the discussion of issues or topics that may fall within the Collective Bargaining Agreement, and have an impact on the Association and its members.

(B) Types and frequency of meetings:

1. Monthly meetings – typically held between CEA Board members and representatives of the CLV Human Resources Department. This group usually meets every month, except when local negotiations are occurring.
2. Meetings with the City Manager's Office - typically held between CEA Board members and representatives of the City Manager's office and the Human Resources Department. This group usually meets on a quarterly basis.
3. Retreats – typically held on an as needed basis, but no more often than annually. Attendees normally include the CEA Board and representatives of the City Manager's office or designees. The intent of the joint retreats are to further labor-management cooperation and relations. Retreats are not required and not grievable.

(C) Association Representatives Paid Time Off

When any of the above meetings are held during an Association representative's straight-time hours, the employee shall not lose pay for time spent in such meetings. However, should any meeting extend beyond a representative's regularly scheduled work day or should the meeting be scheduled on a non-work day of a representative, the City shall not compensate the employee/representative for such time.

(D) Agendas

When practicable, all of the above meetings will have an agenda, which will be issued at least three (3) days prior to the meeting and allow for the placement of items on the agenda by any of the attendees.

(E) Tolling of Timelines

When a grievable item is placed on the agenda for any of the above meetings, upon request, the parties may agree to toll the timelines for grievance submittal to allow for additional information to be gathered and discussed. Any request for the tolling of timelines will be communicated in writing between the parties and properly documented.

(F) Modifications to the Collective Bargaining Agreement

Any modifications to the Collective Bargaining Agreement that are discussed at any of the above meetings must be mutually agreed to in writing by both the City and the Association. A Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) may be used for this purpose.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 3/24 2022

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City	05/04/2022	1	26	

ARTICLE 26 - SAFETY AND HEALTH COMMITTEE

(A) The City shall undertake all reasonable efforts to provide for employee health and safety in accordance with all laws applicable to the operations of the City concerning the safety of all employees covered by this Agreement. All employees covered by this agreement shall comply with all safety rules and regulations established by the City.

(B) In order to facilitate this Article, the Association shall appoint six (6) Association members to serve on the City's Safety Oversight Committee (SOC). These members shall be appointed by the Association and should be representative of divisions where exposure to safety hazards may pose a greater risk. The City's **Safety Administrator or their designee** ~~safety and loss control representative~~ shall chair the committee. The City shall provide any necessary clerical support for the committee.

(C) The responsibilities of the SOC shall be guided by the Safety Oversight Committee Charter. SOC members shall function as contact points for employees in all departments to report safety issues.

(D) Safety issues reported to the SOC shall be addressed as directed by the Safety Oversight Committee Charter. Any safety or health concern that poses imminent danger to any employee shall be immediately reported to the City's **Safety Administrator or any Safety & Health Officer** ~~Safety Loss Control Officer~~.

(E) To facilitate the adjustment of work schedules, SOC members shall notify their immediate supervisor of the meeting dates, times and locations immediately upon the scheduling of any such meeting.

(F) SOC members shall not lose pay for time spent in any meetings authorized by this Article.

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TA'd: CITY
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City	05/11/2022	1 PACKAGE	27	Roll

ARTICLE 27 - ACTING PAY

Employees who are offered and temporarily accept the full responsibilities of a position of a higher salary grade for at least half (1/2) of a regularly scheduled workshift shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary, plus longevity, or the minimum rate of the salary grade for the classification in which the employee is acting (whichever is greater) for the entire workshift. However, the employee's combined base salary, any applicable Y-rate, and acting pay may not exceed the range maximum of the classification in which the employee is acting.

Acting pay for periods of a minimum of thirty (30) continuous calendar days require the written approval of the Director of Human Resources. Employees who are acting in any "exempt from overtime" position shall not be entitled to overtime compensation. Selection for acting assignments shall be made from eligible employees in a fair and equitable manner taking into account the employees work history and the specific needs of the business.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY**

DATE: 5/19 **2022**

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City	03/24/2022	1	28	Roll

ARTICLE 28 - EMPLOYEE ASSISTANCE

(A) The City and the Association recognize the value of having referral, counseling and assistance programs available to those employees who have personal problems which may interfere with the efficient and productive performance of their job responsibilities and duties. The City and the Association will, endeavor to aid such employees who request assistance with personal problems by encouraging them to seek professional assistance if necessary.

(B) The City and the Association agree that employees participating in recognized and established counseling and rehabilitation programs, if unable to work, may use accumulated sick, TILO and/or vacation time in accordance with this contract.

(C)The City shall take reasonable steps to ensure that the privacy and confidentiality of employees involved in the employee assistance program is protected.

TA'd: LVCEA

TA'd: CITY

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City	03/24/2022	1	29	Roll

ARTICLE 29 - OUTSIDE EMPLOYMENT

(A) It is the employee's responsibility to promptly notify the City of any outside employment activities in which they are engaged. Accordingly, employees will notify the City of any "outside" employment, or any significant changes or updates to previously submitted information, such as, but not limited to, outside employer name changes, personal (internal) job changes, schedule / hours changes or outside work relationship or business affiliation changes with the City of Las Vegas, on an appropriate and reasonable City form which is available on the City website for that purpose. All legal employment shall be approved unless the City can show just and reasonable cause for the denial or revocation of the approval. No approval shall be delayed for more than fifteen (15) calendar days from date of submission without justification.

(B) No outside employment shall interfere with an employee's primary City employment responsibilities, or result in a conflict of interest.

(C) Submitted and approved outside employment requests by employees will be maintained by the City.

TA'd: LVCEA

TA'd: CITY

DATE: 3/24 2022

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City	03/24/2022	1	30	

ARTICLE 30 - LEAVE TIME FOR ASSOCIATION PRESIDENT AND VICE-PRESIDENT

(A) The City shall grant both the President and the Vice-President of the Association, eighty (80) hours bi-weekly to perform Association business. While in this capacity, the President and Vice-President will be on leave of absence from his or her department and will be temporarily reassigned to the Human Resources Department. Upon completion of the temporary assignment, the President and Vice-President will return to their regular department in the same position previously held unless that position has been eliminated, in which case they will be placed in an equivalent position elsewhere in the City as long as the minimum qualifications are met.

(B) The President and the Vice-President shall be eligible to receive any general and/or merit increase that would have been received had they remained on regular status. Classification seniority, as well as all other seniority, shall continue to accrue during this period of leave.

(C) The President and the Vice-President will be responsible for informing their supervisor when elected and in advance of reassignment. The President and the Vice-President will keep the department informed of their activities and will continue to follow vacation and sick leave requests, approval and usage policies.

TA'd: _____LVCEA

TA'd: _____CITY

DATE: 3/24 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2022	1	31	

ARTICLE 31 – WAIVER

~~(A)~~ The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as otherwise established in this Agreement.

TA'd: LVCEA

TA'd: CITY

DATE: 3/24 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2022	1	32	Roll

ARTICLE 32 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

TA'd: _____ LVCEA

TA'd: _____ CITY

DATE: 3/24 2022

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	03/24/2022	2	33	Roll

ARTICLE 33 - CONTRACTING OUT

(A) CONTRACTING OUT: For the purposes of this Article, "contracting out" occurs when the City enters into an agreement with an individual, partnership, or corporation to perform work currently performed by one or more employee(s) in the bargaining unit(s) covered by this agreement. This Article, in part, is intended to reflect an agreement over any impacts that could occur if a decision to contract our work were made by the City.

The City possesses the right to "contract out" work currently performed by bargaining unit employees, but acknowledges that once a decision is made to contract our work that is currently being performed by bargaining unit members, the City would have to negotiate over any significant impacts that decision may have on any subjects of mandatory bargaining affecting employee covered by this agreement.

(B) DISPLACED EMPLOYEES: If any employee in the bargaining unit(s) covered by this agreement is separated from their job as a result of the City's decision to contract out work, they will be entitled to all rights under Article 21.

RATIONALE REPORTS: Prior to contracting out any work currently performed by one or more employees in the bargaining unit(s) covered by this agreement, the City will provide the CEA with a completed Rationale Report substantially similar to the one currently used by the parties.

The following contracts do not require a rationale report:

- Contracts fully funded by grant monies, enterprise funds, or other non-general fund sources;
- Contracts for services not currently performed by bargaining unit members;
- Public works projects that do not exceed $35,000;
- Public works projects that exceed $100,000 (State law).

In cases where the City is contracting our work currently performed but bargaining unit members, the CEA may request a meeting with the City to discuss the proposed contracting out, including but not limited to consideration of alternate plans in lieu of contracting out the work.

TA'd: _____ **LVCEA**

TA'd: _____ **CITY**

DATE: 3/24/ **2022**

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	05/11/2022	1	34	

ARTICLE 34 – DURATION

This Agreement executed on _____, 202~~1~~2, effective July 1, 2022, shall remain in full force until June 30, 2024 at 2400 hours and shall continue from year to year thereafter unless the City and the Association agree to change, amend, modify or terminate this Agreement pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes.

CITY OF LAS VEGAS

Vincent Zamora,
Director, Human Resources

Approved by:

Carolyn G. Goodman,
Mayor

Attest:

LuAnn D. Holmes,
City Clerk

Approved as to Form By:

Morgan D. Davis,
Assistant City Attorney

TA'd: _____LVCEA

TA'd: _____CITY

DATE: _____2022

LAS VEGAS CITY EMPLOYEES ASSOCIATION, INC.

DeAndre Caruthers, President

Jason Lupiani, Vice President

Stephanie Demoleas, Secretary

Tammy McCullum, Treasurer

Paula Arias, Board Trustee

Matt Coombs, Board Trustee

Joe Sama, Board Trustee

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LAS VEGAS

&

LAS VEGAS CITY EMPLOYEES ASSOCIATION

July 1, 2022 to June 30, 2024

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AN AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, NEVADA
AND THE
LAS VEGAS CITY EMPLOYEES' ASSOCIATION, INC.

PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statues of the state of Nevada; and

WHEREAS, the parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in this Memorandum of Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1 – RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, NRS Chapter 288 inclusive, the City of Las Vegas, Nevada, hereinafter referred to as "City," recognizes the Las Vegas City Employees' Association, Inc., hereinafter referred to as the "Association," as the exclusive representative of the eligible City employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the City employees in the hereinafter-described bargaining units.

ARTICLE 2 - SCOPE OF AGREEMENT

(A) Bargaining Units

1. The term "employee" as used in this Agreement applies to all Civil Service classified personnel in the work force of the City, excluding: Administrative employees, Confidential employees, employees in other recognized bargaining units, and temporary employees.
2. The classification titles for both the Supervisory and Non-supervisory bargaining units shall be paid in the salary grades identified and included as Attachments to this Agreement.
3. The classifications shown in Attachment A are included within the Supervisory Bargaining Unit.
4. The classifications shown in Attachment B are included within the non-supervisory bargaining unit.

(B) New Bargaining Unit Determination
The following method shall be used to determine eligibility of including new classifications in the bargaining unit.
1. When a new classification is created, the Human Resources Department will make an initial determination if the classification is to be excluded from both Association bargaining units or to which bargaining unit the classification is to be assigned. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have twenty-one (21) calendar days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below:

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

A. The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve the disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action, nor shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

B. If disagreement still exists after thirty (30) calendar days, the Association may then appeal the determination of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(C) Changes in Classification Specifications
When there are changes in classification specifications covered by this Agreement, the Human Resources Department shall notify, meet, discuss, and review with representatives of the Association regarding the recommended changes seven (7) calendar days prior to the Civil Service Board meeting agenda being posted.

(D) New Classifications Specifications
When a new classification specification which is to be covered by this Agreement is proposed, the Human Resources Department shall notify, meet, discuss and review with representatives of the Association regarding the proposed new classification and provide a copy of the recommended specifications at least seven (7) calendar days prior to the Civil Service Board meeting agenda being posted.

(E) Salary Grade Assignment
When a new classification is created, the Human Resources Department will make an initial recommendation of the proposed salary grade assignment in writing. The Human Resources Department will provide the Association a copy of the recommendation, along with any supporting documentation and meet to discuss the proposed grade. The Association will have twenty-one (21) calendar days from the receipt of the proposed grade and supporting material to raise objections. If there are objections, the Association will notify the City of the dispute and provide the City the salary grade proposed by the Association, along with any supporting

material. The City and the Association shall meet and confer the attempt to resolve the disagreement within twenty-one (21) calendar days from the receipt of the objections from the Association. This discussion shall take place prior to the filing of any grievance and shall not, in any way, infringe on any right guaranteed to either party.
If disagreement still exists after the parties have met, the Association may then appeal the determination of the City by filing a grievance at the City Manager level. If there is still a disagreement after the City Manager has issued a decision, either party may file a Notice of Arbitration and proceed to binding arbitration.
The City cannot change the grade of an existing classification by creating a new classification with job specifications that are substantially similar to those of the existing classification. Consequently, if the City creates a new job classification that has job duties that are substantially similar to the job duties of an existing classification, the grade of the existing classification will be assigned to the new classification.
During the terms of this Agreement, no classifications will have their grades reassigned unless the City and the Association agree in writing to same.

(F) It is understood and acknowledged that many classification specifications have overlapping or common job duties, both with classifications inside and outside the bargaining unit. However, classification specifications covered by this agreement shall not be reclassified, reallocated or transferred in their entirety, resulting in movement to any bargaining unit not represented by the LVCEA without the approval of the LVCEA.

It is further understood and agreed that employees in a bargaining unit not represented by the LVCEA, who are on workers compensation status, may be given a light duty or transitional assignment, which would fall within a classification specification represented by the LVCEA. These assignments, which are temporary in nature, shall be instituted only after notifying the LVCEA in writing. These assignments should not exceed sixty (60) calendar days unless agreed to by the LVCEA President (or designee).

This provision is not intended to limit the City's ability to change classification specifications pursuant to sub-paragraph (C) above. Likewise, this provision is not intended to limit the City's ability to make the determination that existing classifications should be excluded from the bargaining unit pursuant to NRS chapter 288. Any such determinations that would result in an exclusion from the bargaining unit can be referred to the resolution process set forth in sub-paragraph (B) above.

Absent exigent circumstances beyond management's control, employees will not be assigned work duties that are outside of the job specifications for their classification. If exigent circumstances exist, the employee will only be assigned work duties that are outside of the job specifications for their classification on a temporary basis.

ARTICLE 3 – DEFINITIONS

(A) This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada and all terms used herein, which are terms used in the Local Government Employee-Management Relations Act, shall have definitions ascribed to them by said Act.

(B) The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of bargaining unit employees except as hereinafter provided. In the event there is a conflict between the Civil Service Rules and the Collective Bargaining Agreement, the Agreement shall prevail.

(C) It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to age, gender, race, color, religion, disability, veteran status, national origin or sexual orientation.

(D) The following are definitions of terms used in this agreement.

Abuse of Sick Leave: The use of sick leave for purposes other than the legitimate uses of sick leave as identified in Article 11 of this contract.

Administrative Employee: Any employee whose primary duties consist of work directly related to management policies who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, any deputies and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

Alternate Work Schedules (AWS): Shift hours that are permanent in nature and other than that of an 8-hour/5 day per week work or a 10-hour/4 day work week schedule.

Arbitrator: An impartial third party chosen in accordance with the provisions of this contract.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the Salary Schedules established by this Agreement.

Bereavement Leave: Leave granted to employees who are required to absent themselves from work to attend to matters related to an impending or subsequent death and/or funeral of a member of their immediate family. Sick and/or annual leave may be granted for a maximum of five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head or designee. The City may require documentation to substantiate leave request, and may limit the number of days off per year under this category. Leave under this provision will not be unreasonably denied.

Call-Out: When an employee is ordered back by management and returns to work on assignment during off-duty hours after the employee's normal work shift has ended and he/she has left the normal duty location.

Classification: Positions which have essentially similar duties and responsibilities, are allocated to the same salary (pay) grade by this Agreement, and are designated by the same title.

Classification Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, distinguishing characteristics,

supervision received and exercised, essential and marginal function statements, qualifications, and working conditions. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position. Also called a Job Description (JD).

Confidential Employee: An employee who is privy to decisions of management affecting employee relations, including certain employees of the Human Resources Department, Payroll Department and/or its equivalent. Confidential employees have all the benefits of this contract. Confidential employees who work in positions which involve sensitive labor relations matters cannot be represented by the Association when taking action under the grievance procedure and disciplinary action articles.

Counseling and Training: Counseling is a form of supervisor and employee communication which is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss with the employee the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work.
Training or retraining may be used as a means of improving employee productivity and effectiveness through positive and constructive methods. In the event it is determined that personalized training is needed to correct a specific deficiency, such training may be required, and will be provided by the City during work hours at City expense. Written prior notice will be given to the Association whenever such training is required.

Demotion: Movement of an employee from one classification to a different classification, which is on a lower salary grade than the original classification, typically resulting in a loss of pay.

Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy. This may not be a subject of discipline unless the City of Las Vegas can prove a pattern of abuse.

Excessive Absenteeism: Absenteeism is considered excessive when an employee demonstrates one or more of the following:

a) Repeated use of unscheduled sick or annual leave in association with holidays or regular days off or other patterns of unscheduled sick or annual leave.
b) Chronic, repetitive and defiant use of sick leave without producing medical verification/ documentation as described in Article 11.
c) Use of Leave without pay as a result of no available paid leave caused by a) or b) above.

Extensive Sick Leave: Extensive shall mean in excess of eight (8) incidents of sick leave usage in the preceding twelve (12) month period. Extensive sick leave may not constitute "abuse of sick leave".

Family Leave: Leave taken under the auspices of the Family Medical Leave Act See Article 17.

Funeral Leave: Leave granted to an employee to attend a funeral for other than immediate family.

Grade: A term used to designate a salary range to which one or more classifications may be allocated.

Group Reclassification: The movement of all employees in the same classification to another single classification, or to another classification broken out into specialty areas. When this occurs, Civil Service testing is not required. Seniority will include all time spent in both classifications.

Holiday: A day set aside for the special observance of a memorable event or occasion as identified in Article 9 of this Agreement.

Hourly Employee: Persons not subject to the City of Las Vegas Civil Service Rules who serve at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation. Hourly employees are limited to one thousand five hundred sixty (1,560) hours of work in any eighteen (18) month period. This 1,560-hour and 18-month limit does not apply to student interns.

Immediate Family: An employee's current spouse, child, father, mother, brother, sister, step or foster child, current father-in-law, and current mother-in-law are considered to be members of the immediate family, as are all other relationships within the third degree of consanguinity including current "step" and "in-law" relationships.

Incident of Use (Sick Leave): Any sick related absence event or continuous absence for the same sick related reason. Use of sick leave for bereavement leave shall not constitute an incident of sick leave.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 6l6 & 6l7.

Just Cause: A factual and documented reason cited by the City that justifies the use of disciplinary action. Just cause is defined in Article 13 of this contract.

Maternity Leave: Leave granted female employees for the purpose of caring for their newly born or adopted children in accordance with State and Federal statutory requirements.

Negotiations: The process of collective bargaining between the City and the Association that determines the Collective Bargaining Agreement between the City and the Association.

Normal Work Day: The hours scheduled by the City for an employee to work any one day or one shift pursuant to the terms of this contract and in accordance with the provisions of Article 23. Specific work hours for each day and for each employee will be defined in each AWS (Alternate Work Schedule) where applicable.

Normal Work Week: An employee's normal workweek will be forty (40) hours.

Overfill: A temporary budget process whereby a department places an employee into a position that has a lower classification than that at which the employee will be performing and compensated.

Overtime: Time that an employee works in addition to the employee's normal weekly or daily work schedule.

Paternity Leave: Leave granted male employees for the purposes of caring for newly born or newly adopted children in accordance with State and Federal statutory requirements.

Part Time Classified Employee: Employees who are hired from an eligible list to work in a classified position who work less than forty (40) hours per week or less than sixty (60) hours in a bi-weekly pay period that receive the normal contract benefits on a prorated basis, except for overtime pay, which is paid only after forty (40) hours have been worked.

Probationary Employee (Initial Hire): An employee who has not completed the initial six (6) month probationary period of employment and whose permanent appointment has not been confirmed by written notification from the Department. If at the end of the probationary period the employee has not been notified of either confirmation or probation extension, he/she will automatically be confirmed. The probationary period for an employee is six (6) months and cannot be extended without Human Resources and Association approval. Any employee whose probation is extended shall be notified in writing of the reasons for his/her extension within fourteen (14) calendar days prior to the end of any probationary period. Any leave in excess of thirty (30) consecutive calendar days will not be credited for purposes of completion of probationary period. Probationary employees may not appeal separation from City employment for performance or disciplinary reasons through the grievance procedure of this contract.

Qualifying Period: A regular classified employee promoted to a non-temporary classified position in the City of Las Vegas is required to serve a qualifying period of six (6) months prior to confirmation of the appointment. The qualifying period for an employee is six (6) months and cannot be extended without Human Resources and Association approval. Any employee whose qualifying period is extended shall be notified in writing of the reasons for his/her extension within fourteen (14) calendar days prior to the end of any qualifying period. If at the end of the qualifying period the employee has not been notified of non-confirmation or does not elect to return to the employee's previous position and status, the employee shall be considered confirmed in the new position and classification. Written notice will be given to the employee of his/her confirmation.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

Reassignment: The movement of an employee or a position from one work unit to another within the same department, with no change of classification, bargaining unit or pay.

Reclassification: The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

Regular Employee: One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

Retraction: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files. Also referred to as purging**.**

Salary Range: The minimum and maximum base salaries which may be paid to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Schedule: The step, grade, and wage range structure for allocation of classifications as established by this contract.

Salary Step: An increment within a salary grade, which designates a specific pay rate as shown on the appropriate salary schedule.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

Shift: The hours an employee is normally scheduled to work on any normal workday.

Step Increase: A minimum base pay increase of one step annually awarded because of acceptable job performance.

Student Intern: Hourly employees hired for less than 1,352 hours per year for a maximum of four years who are currently enrolled in an accredited college or university with a declared major in Public Administration, Political Science, Computer Science, Business, Finance, Accounting, Architecture, or Engineering and are participating in an established training program at the City. Student interns must maintain at least a 2.5 G.P.A. at their school, be actively enrolled in classes (with a minimum of twelve (12) credits per semester) and be in an undergraduate status.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, an investigation and/or disciplinary action.

Temporary Employee: Persons hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period.

Termination: The involuntary separation of an employee from employment with the City of Las Vegas.

TILO (Time in Lieu of): The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal work week. Refer to Article 23, Hours.

Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position. Transfers will not be used as a disciplinary action. Employee positions will not be transferred from one bargaining unit to another, but employees may transfer to other bargaining units.

Underfill: A temporary budget process whereby a department places an employee into a position that has a higher classification than that at which the employee will performing and compensated.

Y-Rated: An employee is "Y-rated" when his or her current base salary is above their current salary grade range maximum. The employee will not receive a base wage increase until his/her salary falls within the appropriate salary range.

ARTICLE 4 – ASSOCIATION DUES CHECK OFF

(A) The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated as Association dues and is so certified by the Treasurer of the Association. The Association will provide to the City Human Resources Department, in writing, the current rate of membership dues. Thereafter, the City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

(B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the month of August by the employee giving two (2) pay periods written notice to the City and the Association or upon termination of employment.

(C) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any legitimate action taken or not taken by the City under the provisions of this Article.

(D) The City will not be required to honor any biweekly deduction authorizations that are delivered to the City Payroll Department after the beginning of the pay period during which the deductions should start.

(E) If an employee-member transfers from one City department to another, he/she shall be continued on the dues deduction roles.

ARTICLE 5 - EMPLOYEE AND ASSOCIATION RIGHTS

5.1 General Rights of Employees

The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's positions to the officials of the City shall not be grounds for any punitive action unless such presentation is done in

an illegal manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

5.2 Association Representatives

5.2.1 Number of Representatives

The Association may designate employees to serve as Association representatives. No more than one (1) representative and an alternate representative may be from the same City division unless the division has more than fifty (50) employees, in which case two (2) representatives and two (2) alternates may be designated. The Association shall also designate five (5) members to be At Large Representatives.

5.2.2 Appointment of Representatives

The Association shall designate the jurisdictional area for each representative. The Association shall notify the City, in writing, of the names of the representatives and their respective jurisdictional area by the effective date of any such designation. The City shall not be required to recognize the designation of a representative until three (3) working days after the receipt of the designation from the Association President.

5.2.3 Rights of Representatives

Each Association representative shall be allowed to serve in his/her capacity of representative. Representatives shall be allowed time with pay for the time requested unless operational demands preclude permission to leave the work location being granted. Use of representative time off with pay, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the Division Manager or designee.

Each representative may participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:

1. The investigation of a bargaining unit member's grievance;
2. Representation of a member/grievant at any step of the grievance procedure established in Article 12 of this contract;
3. Consultation with duly accredited representatives of the Association who are not employees of the City;
4. Dispute and conflict resolution. Representatives may be allowed to investigate possible conflicts and ways to resolve them. Human Resources and the affected division shall be notified of these investigations prior to commencement.
5. Member representation during a scheduled formal disciplinary hearing.

5.2.4 Obligations of Representatives

The following are the obligations of representatives when conducting Association business:

1. All representatives shall notify their Division Manager or designee prior to the time they wish to conduct appropriate business.
2. The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties.

3. Association representatives must check in with an employee's Division Manager or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

5.3 Leave for Association Business

5.3.1 Negotiations Leave

Seven (7) members of the Association Negotiating Team shall be granted leave from duty with full pay, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this contract. When such meetings take place at a time during which such members are scheduled to be on duty, Negotiating Team members shall notify their Division Manager or designee prior to the beginning of that scheduled shift.

5.3.2 Leave for Other Association Business

Whenever conditions permit, Association officials may be granted leave from duty, with pay, for any reasonable and just cause as may be determined and granted by the City Manager or designee. Approval for such leave by the City Manager or designee shall not unreasonably be denied.

5.3.3 Leave to Meet With Representatives

Employees shall be granted leave from duty, with pay up to 30 minutes, to meet with their Representative and/or Association legal counsel to prepare for (1) discipline hearings, (2) to determine whether to file a grievance; and/or (3) to prepare for grievance hearings at steps two through four.

5.4 Provision of Information to the Association

5.4.1 Information on Employees and Positions

The City shall provide to the Association, on a monthly basis, the following information in hard copy and/or acceptable electronic format:

1. New hires by name, classification, and department. This list shall include the home addresses of Association eligible employees.
2. Alphabetical listing of City employees by name, which will also show classification, department, and division for employee.
3. Promotion, Separation, Transfer–all employees by name, classification, department and division. The list shall show the from and to classification in the case of promotions and the from and to department/division in the case of separations and transfers.
4. A copy of the underfill/overfill report for current city employees that includes at least the employee's name, position title, department, and division.
5. List of all positions controlled or administered by the City and their status including, but not exclusive to vacant, appointed, executive, temporary, part time, and hourly positions.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the City.

5.4.2 Civil Service Board Agendas

The City shall have available for the President of the Association and the Association Civil Service Board Representative complete annotated Civil Service Board agendas at least four (4) working days before the start of any scheduled Civil Service Board meeting. A copy of the annotated agenda will be sent to the Association at the same time and in the same manner as it is provided to the Civil Service Board Members.

5.4.3 Position and Training Notices

Position and Training Posting-All vacant positions and City sponsored and paid training opportunities in the City shall be posted on bulletin boards throughout the City and provided to the Association at the same time as distributed to any City Departments/Divisions so that all interested employees shall have an opportunity to compete for and/or apply for the position or training.

5.05 Rules and Regulations

5.5.1 Availability

The City shall have available at each work site, in an easily accessible place, copies of all Civil Service Rules, Personnel Policies Manual, Department Rules, Regulations and Policies that affect employee's employment with the City. Employees shall be allowed to review and read these documents without making any special request. Employees shall be given copies of any pertinent portions of such rules, regulations and policies as they may request. Copies of such rules, regulations and policies shall also be sent to the Association.

5.5.2 Notification and Disputes

At least (14) calendar days prior to implementation, a copy of proposed new or revised rules, regulations, and policies shall be provided to the Association. The Association President, or designee, may request a meeting with the appropriate department head or Division Manager(s) and a Human Resources representative to discuss the proposed new rule or revised rules, regulations, and policies. Any disputes about the new rule or revised rules, regulations or policies shall be referred to the City Manager or designee for resolution. All new or revised rules, regulations or policies shall be reviewed by Human Resources prior to implementation. In the event the Association disagrees with the new or changed rules, regulations or policies, and the rule, regulation or policy either relates to a subject of mandatory bargaining or is significantly related to a subject of mandatory bargaining pursuant to NRS 288, the Association may pursue resolution through binding arbitration in accordance with the provisions of Article 12.

5.5.3 Emergency Provision

In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately. All "emergency" new or revised rules, regulations or policies shall still be subject to the review process.

ARTICLE 6 - BULLETIN BOARDS - MEETING ROOMS

(A) It is the right of the Association to exclusively use a 2' X 3' rectangular space provided on the existing bulletin boards for the posting of notices concerning Association business of a reasonable and judicious nature. A copy of all material to be posted will be sent to the Human Resources Director and/or designee when posted. The City will consult with the Association on the placement of said bulletin boards to ensure that a bulletin board is available to the Association in all areas.

(B) The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

ARTICLE 7 – STRIKES

(A) The Association agrees that there shall be no strikes against the City under any circumstances and that all City employees shall continue work under all circumstances.

(B) For the purpose of this Agreement, the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work; slowdown; interruption of operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

ARTICLE 8 - CITY MANAGEMENT RIGHTS

The City and the Association agree that the Management Officials of the City possess the sole right to operate the City and that all management rights remain with those officials except as modified by the terms of this agreement. These rights include:

1. The right to hire, direct or transfer employees, except when such assignment or transfer is done for disciplinary purposes.
2. The right to reduce in force or lay off any employee because of lack of work or lack of funds.
3. The right to determine appropriate staffing levels and work performance standards, except for safety considerations.
4. The right to determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
5. The right to determine the content of the workday including, without limitation, workload factors, except for safety considerations.
6. The right to take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency.
7. The City has the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.
8. The City shall have such other exclusive rights as may be determined by NRS 288.150.

ARTICLE 9 – HOLIDAYS

(A) The City and the Association agree that the paid holidays shall be:

New Year's Day	Martin Luther King, Jr. Day
Presidents Day	Memorial Day
Juneteenth (beginning 2022)	Independence Day
Labor Day	Nevada Day
Veteran's Day	Thanksgiving Day
Family Day – (Day after Thanksgiving)	
Christmas Day	Employee's Birthday

(B) This section shall be interpreted consistent with NRS 236.015 and any additional paid holidays shall only be observed if the state also observes the event.

(C) If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday. Where departments have employees in positions that are manned on a continuous basis, such a department, or sections thereof, shall observe Saturday or Sunday holidays on the Saturday or Sunday upon which the holiday occurs.

(D) All full-time employees who are in positions that are manned on a forty 40-hour week, Monday through Thursday or Monday through Friday basis, shall be entitled to time off on such legal holidays with full pay for their normal work day at a straight-time rate of pay. Employees who work or are called back to work on a holiday shall be paid for the holiday at a straight-time rate of pay and also be paid one and one-half times their normal hourly rate, plus longevity if applicable, for all hours worked on the holiday. If the employee is called out to work pursuant to Section 23.9 of the Agreement herein, then they shall receive holiday pay as set forth above for all hours worked or the minimum hours they are entitled to be paid, whichever is greater.

(E) Employees in positions which are manned on an extended work week (the Department, Section, or Division is open, or the work is scheduled more than forty (40) hours per week) or who work a schedule other than Monday through Thursday or Friday shall, when scheduling permits, be entitled to time off on such legal holidays with full pay for their normal work day. Employees in positions which are manned on an extended work week whose regularly scheduled day off falls on a legal holiday shall have the day off and shall receive holiday pay equivalent to the number of hours in their normal work day at a straight-time rate. Any employee, when scheduling permits, may choose or be required by their supervisor to take a different day off within the same pay period in lieu of receiving pay for the holiday or employee may be credited with equal time to their vacation (annual leave) balance which may be used at a later date.

(F) Employees whose regular day off falls on a designated holiday may be given a different day off with pay during the same pay period in lieu of receiving additional compensation. The additional day off shall be scheduled on either the day before or the day after the employee's regularly scheduled day off unless a different day is requested by the employee and agreed to by the appropriate supervisor.

(G) All full-time employees, in order to be entitled to holiday pay, shall be on paid status for the entire work shift on their regularly scheduled workdays immediately preceding and immediately following such holiday.

(H) Employees shall be credited with a Birthday Holiday at the beginning of the pay period in which their birthday occurs. Employees who use their Birthday Holiday on their birthday or on the day before or after their birthday (if their birthday falls on a regularly scheduled day off,) shall not be denied their birthday off. The Birthday Holiday must be used within the following twelve (12) months of when the employee was credited with the holiday or the employee shall automatically be paid the equivalent amount for one full shift at the employee's regular compensable rate of pay. Employees may choose to use their "Employee Birthday" holiday at

some other time of the year. However, supervisors may limit the number of employees taking any particular day as their Birthday Holiday because of the needs of the City.

ARTICLE 10 - ANNUAL LEAVE

(A) Annual leave is provided to employees for purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions of this agreement may be chargeable to annual leave to the extent that annual leave has been accrued or advanced. Employees shall be eligible to take annual leave after six (6) months or thirteen (13) complete pay periods of continuous full-time service.

(B) Accumulation of Annual Leave

1. Annual leave shall accrue from the date of entry on duty for all employees, except those employed on a temporary appointment basis. Part-time employees employed on an indefinite basis are eligible for annual leave on a prorated basis. Employees who are in a non-pay status for part of a pay period shall have their annual leave accumulation reduced on a prorated basis.

2. Employees who are on pay status for eighty (80) hours within the pay period shall accrue annual leave in an amount equal to:

Months of Service	Annual Leave Accrual Rate	Maximum Accrual of Annual Leave
1-24	3.08	(200 hours)
25-83	4.62	(300 hours)
84-120	4.92	(320 hours)
121-180	6.96	(450 hours)
181-240	7.73	(500 hours)

(C) Annual leave may be accumulated up to a maximum of two and one-half (2½) times the employee's annual accrual. However, employees hired after 12/3/2014 may only accrue up to a maximum of 250 hours of annual leave. Any annual leave which exceeds the allowed maximum shall be forfeited on the last pay period of each calendar year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary, plus longevity if applicable, for all vacation hours they are required to forfeit as a result of a scheduled vacation being canceled by management. All vacation hours that would be forfeited shall automatically be transferred to the catastrophic leave fund.

(D) Employees with more than six (6) months service, who are separated from the City's employment, are entitled to payment for unused annual leave not previously forfeited. In the event of death, payment for accrued annual leave, after six (6) months service, will be made to the beneficiary(ies) designated by the employee on the latest Designation of Beneficiary form in the Human Resources Department employee's personnel file.

(E) Application for annual leave must be approved in advance of taking leave on the appropriate annual leave form in accordance with departmental rules. Vacation scheduling guidelines may be established on a department or division basis and included in the department/division work rules.

Emergency Annual Leave (leave not approved in advance) must be approved in accordance with departmental reporting rules. Employees must not be denied the opportunity to use their annual leave, up to available balance, without just and reasonable cause. Sick leave cannot be substituted for annual leave. However, annual leave can be substituted for sick leave (e.g.: used to cover periods of time when an employee is unable to work due to an illness or physical limitation and they have used all of their sick leave time.)

(F) Upon approval by the City Manager or designee, via Department chain of command, an employee may be advanced annual leave. An employee who has taken advance annual leave beyond that accrued at the time of separation shall make restitution for such leave, either by deduction from any amount owed the employee in a final paycheck by the City or by cash refund.

(G) Each year, employees may elect to exchange up to sixty hours (60 hours or less) annual leave for up to sixty (60) hours salary plus longevity if applicable, subject to the following conditions:

1. There shall be two opportunities to exchange annual leave each calendar year. The exchanges shall take place on the first payday of each July and December unless otherwise authorized by the City Manager or designee.
2. To be eligible to exchange annual leave for pay, the employee must have been in the classified service for a minimum of eighteen (18) months.
3. Exchange privileges apply only to accrued annual leave.
4. Annual leave balance following sellback must equal at least forty (40) hours.

ARTICLE 11 - SICK LEAVE

PART I - USE OF SICK LEAVE

(A) Sick leave with pay may be used to the extent to what has been accrued or advanced by employees who:

1. Are incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
2. Are required to absent themselves from work to attend a funeral of a member of their immediate family as identified in Article 17.11 or
3. Are required to absent themselves from work to personally care for a member of their immediate family. To be granted sick leave with pay in such cases requires explanation of sick leave on the leave slip. Such leave is limited to a maximum of seven (7) days per year, and must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible, unless otherwise authorized by the Department Head or designee or the leave is authorized FMLA leave. Such requests shall not be unreasonably denied.
4. Are required to take time off from work for the purpose of keeping a personal medical, vision, or dental appointment. Such leave shall be limited to a maximum of a full shift for any one appointment. A request for additional time must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible.
5. No employees shall be entitled to sick leave while absent from duty because of a disability arising from an injury purposely self-inflicted or caused by willful misconduct.

(B) Time off for the personal care of a member of their immediate family which has not been authorized by the Department Head or designee, as above provided, may be charged to annual leave, if approved by the Supervisor.

(C) Employees who are unable to report to work for reasons defined above, shall call in as required by their departmental work rules or City Policy.

(D) Employees must use accumulated annual leave or TILO, when sick leave accruals have been exhausted. An employee incapacitated beyond the period covered by their accrued paid leave may be granted leave without pay by the Department Head or designee. On the approval of the City Manager or designee, an advance of additional sick leave with full or partial pay may be granted.

(E) Employees covered by this Agreement shall be subject to the following reporting requirements for use of sick leave:

1. Sick Leave Request: Employees are required to submit a sick leave request (consistent with degree of documentation allowable under existing federal law) as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above. Sick Leave requests shall be approved by the Department Director or designee through normal time reporting procedures, in accordance with other leave policies.
2. Return to Work Note: If an employee is requested to do so by the Department Head or designee, a release to return to work (doctor's note) shall be submitted by the employee upon return to work from any illness that required the use of sick leave for five (5) or more consecutive scheduled working days. Such certificate shall be signed by a physician and shall state that the employee was disabled from work but is now able to return to work. The Department Head or designee may also require that an employee submit a doctor's note because of extensive use of sick leave. The employee will be notified in writing in advance when a doctor's note will be required. "Extensive" shall mean in excess of eight (8) incidents of sick leave usage in the preceding 12-month period. Incident of Use (Sick Leave): Any period of continuous absence or intermittent for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of sick leave for funeral attendance or a scheduled medical, vision, or dental appointment or for the care of immediate family members shall not constitute an incident of sick leave. A doctor's note may also be required after an employee has utilized sick leave used six (6) incidents of sick leave in conjunction with holidays and/or regular days off in the preceding twelve (12) month period. Pattern use of leave; Patterns of use of leave in conjunction with holidays and/or employees' regular day off; failure to provide appropriate documentation to substantiate leave when required and in accordance with this article and use of sick leave beyond that accrued by the employee may be considered abuse of sick leave and grounds for disciplinary actions. Justification regarding care of immediate family member: The Department Head or designee may require that an employee state the need for the employee's absence for the personal care of a member of their immediate family.

(F) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications.

Employees on extended sick leave are responsible for notifying the Department Director or designee of their primary location and of their expected date of return to work. An extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from a disabling illness or injury or other recognized use of sick leave for more than five (5) workdays.

(G) If there is reasonable cause for the City to believe that an employee is abusing sick leave, the City may require that the employee produce appropriate medical documentation to justify the employee's absence such as evidence of having consulted a physician, a certificate from a treating physician, or the production of appropriate medical records to be made available to a City designated physician for review. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

PART II - EARNING AND PAY OFF OF SICK LEAVE

(A) The City and the Association agree that all full-time employees shall accrue four (4) hours of sick leave bi-weekly. Employees who are in a non-pay status for part of a pay period shall have their sick leave accumulation reduced on a prorated basis. There shall be no limit to the amount of sick leave that can be accumulated for employees hired before 12/3/2014. Employees shall be paid their current hourly rate, plus longevity, if applicable, for each hour of sick leave used.

(B) Employees hired before 12/3/2014 will have a maximum payoff cap upon separation of 840 hours. Employees hired on or after 12/3/2014 will have a maximum payoff *and* accrual cap of 420 hours.

(C) Employees with between five (5) years and twenty (20) years of employment with the City shall receive payment for one-half (1/2) the amount of unused sick leave accrued upon separation from City employment. Payment shall be computed as follows unless specified otherwise in these provisions: One-half of the employee's current accumulated sick leave hours paid at their current hourly rate, plus longevity, if applicable, for each hour of sick leave computed for payment.

(D) Employees with 20 years or more employment with the City, upon separation, will be paid at a one hundred percent (100%) rate for those sick leave hours accumulated up to their cap. The payment will be at the employee’s hourly rate, plus longevity if applicable, at time of separation.

(E) In the event of death or as a result of a disability resulting in mandatory separation from City employment, an employee shall be paid for all sick leave hours accumulated in accordance with the above payoff schedules at the employee's current hourly rate, plus longevity if applicable, at time of separation (or death) up to their cap. In the event of death, the sum will be paid to the beneficiary(ies) designated by the employee.

(F) Sick leave will be charged to the individual employee's accounts on a first in, first out (FIFO) accounting system.

(G) On the first payday of December of each year, the City shall "buy back" from each employee one-half of all sick leave hours accrued above the 840 hour maximum payoff limit during that calendar year by said employees. The one-half sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including at separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours.

(H) Employees who have taken no more than thirty-two (32) hours of sick leave during a fiscal year shall receive a three hundred and fifty ($350) cash incentive or one bonus annual leave shift day off to be credited to the employee's annual leave accrued at the employee's option which will be paid/credited in the second pay period in July. Sick leave used for the purpose of bereavement will not count toward the thirty-two (32) hours identified above. However, the use of any other sick leave, including FMLA sick or any leave without pay except for Worker's Compensation will count against the thirty-two (32) hours identified above.

ARTICLE 12 - GRIEVANCE PROCEDURES

(A) GRIEVANCE DEFINITION

A grievance shall be defined as a dispute or disagreement raised by an employee or by the Association on the membership's behalf against the City regarding the application or interpretation of a specific provision of this collective bargaining agreement or violation of an established City rule or regulation. Disciplinary actions, resulting in a written reprimand or a suspension of forty (40) hours or less, are appealable through the grievance procedure provided herein and shall start at the first step of the grievance procedure within fourteen (14) calendar days of receipt of disciplinary action. Alleged contract or policy violations or disciplinary actions resulting in a suspension of over forty (40) hours, or more serious disciplinary actions, are appealable through the grievance procedures provided herein and shall start at the third step of the grievance procedure within fourteen (14) calendar days of receipt of the disciplinary action, or employee's knowledge of the occurrence giving rise to the grievance for non-disciplinary matters. Oral reprimands or warnings are not appealable through this procedure. Written reprimands or warnings may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The parties agree to make a concerted effort to resolve grievances, as defined above within the timelines specified within the contract. Timelines may be extended when agreed upon by written agreement of both parties. The Association and Human Resources may meet in an attempt to resolve issues prior to resorting to the formal grievance process defined herein. The Director of Human Resources may answer grievances filed with the Department Director (at step two) or Deputy City Manager (at step three). The grievance form will acknowledge that the grievance was answered by the Director of Human Resources with the concurrence of the appropriate Department Director and/or Deputy City Manager.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service Rules are

contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service Rules will apply in circumstances where the agreement is silent. Alleged violations of Civil Service Rules which are not covered by the terms of this Agreement may only be appealable through the Civil Service Rules. Federal and State statutory provisions and the enforcement and propriety thereof are matters of law and/or public policy and are not subject to the grievance procedure hereinafter set forth.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge any probationary employee as long as the action is consistent with applicable state and federal law. Further, it is expressly agreed that this grievance procedure is not applicable to actions taken for discharge and/or discipline on any employee who has not successfully completed an initial probationary period with the City.

(B) GRIEVANCE PROCEDURE

It shall be the right of any grievant to have their grievance reviewed as outlined in Paragraph A, in accordance with the appropriate steps. At Step 1, a grievance can be discussed orally and shall not be filed in writing. All grievances filed at Step 2 or Step 3 shall be filed, in writing, on the attached LVCEA grievance form; shall be dated as of the date filed; and shall specify the collective bargaining provisions alleged to have been violated. Grievances, as herein defined, shall be processed in the following manner:

Step 1. (Informal) The grievance shall first be discussed with the grievant, the grievant's supervisor and the grievant's Department Manager within 21 calendar days of when the grievant became aware or should have become aware of the incident giving rise to the grievance. If a resolution can be reached by the parties, no further action will be taken. Any resolution agreed to at this step is subject to review by the City and the LVCEA and cannot be in violation of the provisions of this contract or other City Policies and Procedures.

Step 2. If the matter cannot be resolved at Step 1, the grievant shall reduce the grievance to writing and submit the grievance to Human Resources within 21 calendar days of when the matter was discussed at Step 1. The grievance shall be submitted to the Department Director for resolution. If the grievant requests that a meeting be held with the Department Director to discuss the grievance, a meeting will be scheduled with the grievant and his/her representative, a representative from Human Resources and the Department Director or designee within 21 calendar days of when the grievance was submitted to Human Resources. The Department Director will respond to the grievance within 21 calendar days of the conclusion of the Step 2 meetings.

Step 3. If the matter cannot be resolved at Step 2, the grievant may submit the grievance to Human Resources within 21 calendar days of receipt of the grievance from the Department Director or within 21 calendar days of when the grievance was due for submittal to the City Manager or designee for resolution. The City Manager or designee shall answer the grievance in writing within 21 calendar days of its receipt. If a meeting is requested by the employee, the meeting will be scheduled within 21 calendar days of the receipt of the grievance. The City Manager or designee has 21 calendar days from the conclusion of the meeting to answer the grievance.

Step 4. If the grievance is not resolved to the satisfaction of the aggrieved employee in accordance with the procedures set forth in Step 3, the aggrieved employee may request that the matter be submitted to final arbitration. This request must be made in writing and sent to the City's Director of Human Resources within fourteen (14) calendar days of the receipt of the City Manager's answer to the grievance or within fourteen (14) calendar days of when the answer was due. Failure on the part of the aggrieved employee to do so shall be deemed an abandonment of the grievance and shall preclude it from any further consideration.

(C) FINAL BINDING ARBITRATION

1. Decisions of the arbitrators shall be final; however, no decision may be in conflict with the law or the terms of this Agreement.

2. Following a grievant's request for arbitration, the City and/or the Association or the grievant's representative if the employee is acting independent of the Association, shall contact the Federal Mediation and Conciliation Service (FMCS) or, upon mutual agreement, the American Arbitrators Association, to obtain a list of seven (7) potential arbitrators.

The parties shall meet within fourteen (14) calendar days of receipt of the list of arbitrators to select an arbitrator. If the parties cannot agree upon an arbitrator on the list, the selection shall be accomplished by the Association striking first, and the City next, each striking one name from the list in turn until only one name remains. The remaining name shall be the arbitrator. The parties shall then contact the selected arbitrator or the arbitration service to schedule a hearing as soon as possible.

Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated and to jointly prepare a submission agreement for the arbitrator, recognizing that the parties may not be in agreement regarding the issue(s). All grievances shall be submitted to arbitration in accordance with the voluntary labor arbitration rules of the FMCS or AAA.

(D) Time Limits - In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or holiday, in which event, the period runs until the end of the next day which is not a Saturday, Sunday, or holiday.

1. Failure on the part of the employee to process the grievance to the next step within the time limits established in the preceding paragraphs presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the Association to respond on the employee's behalf.

2. Time limits specified in this grievance procedure may only be extended by written agreement of both parties.

3. If a grievance is not filed or processed within the time limits set forth above, it will be deemed withdrawn without prejudice, unless the time limitations established are waived or mutually extended by the parties in writing.

(E) CONTINUANCE AND RESCHEDULING OF HEARINGS

1. A grievance scheduled for hearing shall not be postponed or rescheduled unless both parties agree.

2. If, for any valid reason, the Arbitrator finds it absolutely necessary to request that a hearing be continued and/or rescheduled, the parties involved will then mutually agree upon another acceptable date.
3. If a hearing is not completed on the hearing date scheduled and additional time is required to complete the hearing, the parties must agree upon another mutually acceptable date.

(F) HEARINGS

1. The hearings shall be conducted in accordance with the following:
   a) The hearing should be informal.
   b) No transcript will be made of the hearing, unless one side or both sides agree to pay for the costs.
   c) The formal rules of evidence shall not be followed.
   d) The Arbitrator shall have the obligation of assuring that all reference facts and considerations are brought before him by the representatives of the parties. In all respects, the Arbitrator shall assure that the hearing is fair.

(G) ARBITRATOR FEE

The arbitrator shall bill each of the local parties for one-half (½) of the total fees and expenses. Prior to the hearing, the Association (or the employee if acting on own behalf) and the City will give the Arbitrator the name, position and address of their designated representatives to whom the Arbitrator shall forward billings and decisions. The Association shall always be entitled to receive a copy of all arbitration decisions. All expenses shall be borne equally by both parties. However, expenses relating to the calling of witnesses, the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses were called or depositions taken, except that an employee who is paid for lost time by the employer shall not be paid as a witness.

(H) GENERAL INFORMATION

1. The Association owes employees covered by this Agreement a duty of fair representation which may include the obligation to represent aggrieved employees during the grievance process outlined above.
2. All grievances submitted in writing in accordance with this Grievance Procedure shall be submitted on the proper grievance form, a copy of which is attached to this Contract and made a part hereof by reference.
3. Either or both parties may tape record any meeting or hearing referred to in this Article.

(I) DISCOVERY

If a grievance is filed regarding a disciplinary matter, the City shall provide to the Association, in a timely manner, the relevant information that was used as the basis for the discipline or employment decision. Examples of relevant information would include audio recordings of interviews or disciplinary hearings, video recordings, copies of the employee personnel file (with written grievant permission), and any final investigative reports other than those involving possible criminal charges.

The Association or the City may also make a request for the production of additional documents, recordings and/or other evidence that are related to a grievance. The request

shall be in writing. The party to whom the request is made shall determine what information can be made available. Any costs associated with the production of such additional materials shall be the responsibility of the requesting party.

ARTICLE 13 - DISCIPLINARY ACTION

(A) Grounds for Disciplinary Action

The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The City shall follow the disciplinary procedures set forth below in enforcing any discipline. Any such disciplinary action must be initiated within thirty (30) calendar days of the incident. An employee may appeal any written reprimand, demotion, suspension, or other form of discipline through the grievance procedure of this contract, which shall be the exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through the Step 3 - City Manager level of the grievance procedure. LVCEA representation shall be allowed at every level of discipline.

(B) Progressive Disciplinary Action - The City and the Association recognize the principle of progressive discipline as the form of discipline to be used in the City. Discipline involves timely actions by the employee's supervisors in situations where specific job-related employee behaviors, conduct or performance is unacceptable and there is a clear intent to create a record of discipline. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning**.**

(C) Progressive Discipline Steps - The usual steps of progressive discipline are:

1. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor to document that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. An oral reprimand incorporates counseling in that proper specific procedures that must be followed with the employee and suggestions made as to how to correct the unacceptable behavior or performance. The intent is to give the employee a clear notice that the specific behavior or performance is unacceptable and must be corrected. Oral reprimands are to be documented with the supervisor and employee each signing and keeping a copy for their record. Copies of the oral warning are not to be placed in the employee's Department or Human Resources personnel file. There shall be no reference to the oral reprimand or warning in the employee's personnel file. Oral reprimands are valid for a period of up to six (6) months from the date of issuance.
2. Written Reprimand or Warning - This is the first level of discipline which may be placed in the employee's personnel file in Human Resources. Documentation is done on a Disciplinary Action Form (DAF). The statements on the form must clearly outline the specific unacceptable performance or behavior, the specific violation(s) of the department rules, regulations and/or procedures which is alleged to have occurred and the level of discipline being administered is a Written Reprimand. The employee will be shown a copy of the completed DAF, will be allowed to read it, make comments on the form, and will then be asked to sign the form acknowledging receipt. The employee will be given a copy of the DAF and may prepare a response to the allegations contained therein. That response, if prepared,

shall be attached as a permanent part of the written reprimand. Written reprimands or warnings will remain on the employee's active disciplinary record for a period of 18 months from the date of issuance, and may be extended for an additional 12 months in the event of a repeat infraction.

3. Suspension – A suspension may be used after a written reprimand or warning has not corrected the specific unacceptable performance, conduct, behavior or rule violation(s). Suspensions shall be limited from one (1) to five (5) days, depending on the severity of the offense, at the Department Director level. Department Director recommendations for suspensions longer than five (5) days may only be imposed after approval by the City Manager or designee. Documentation can be done on the Disciplinary Action Form (DAF) as described above or may be done in narrative form.

4. Other Disciplinary Actions-After an employee has been suspended, if there is a continuation or recurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written warning or suspension. Examples are:

a) Reduction in Classification/Demotion-This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step would be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held. The affected employee's pay will be reduced accordingly.

b) Reduction in Salary Step-When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step, for a maximum of twenty-six (26) pay periods.

5. Termination-Termination is the final step in the disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is of a severe enough nature so as to warrant immediate separation from employment.

(D) Records-Investigations of allegations which do not result in a corrective or disciplinary action shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the removal of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Material which has been removed, due to error, must be corrected or destroyed. Any record destroyed, due to error, may not be referenced or be made the basis for, or be used in, any discipline or other adverse personnel action(s) against the employee(s) referred to in such retracted material.

Employees' permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee. Personnel files will not be released to the affected individual (or their designated representative) without the written approval of the affected individual.

(E) Disciplinary Meetings

Employees shall be notified, prior to the beginning of any meeting called for disciplinary purposes with that employee that the meeting could lead to disciplinary action and the possible nature of such action. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry, or investigation.

Employees shall be questioned during their regular working hours or shall be compensated for the time spent in questioning as specified in this contract.

Employees shall be provided with at least twenty-four (24) hours advance notice of any scheduled disciplinary meeting. The employee shall be provided with the name of the person conducting the meeting, the date, time, location, and topic of discussion of the meeting.

(F) Polygraphic Examinations

Applicants may be required to take a polygraph examination or a voice stress analyzer examination as a condition of employment for hire, rehire, transfer (voluntary or involuntary) or promotion to the Department of Detention and Enforcement. Transferred employees who fail to pass the voice stress analyzer or polygraph exam, would revert back to their previous or a comparable position. Employees may not be required to take a polygraphic examination or voice stress analyzer in conjunction with any disciplinary action. No reference of any type may be made regarding polygraphic examinations or voice stress analyzer at any disciplinary hearing or process without the consent of the employee.

(G) Purging Files and Records

1. The record of any disciplinary action resulting in a written reprimand or warning shall be removed from an employee's personnel file after a period of eighteen (18) months from date of issuance has elapsed, except that any subsequent disciplinary action of a similar nature shall extend the period of retention of the original offense for twelve (12) additional months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations. If removal of a discipline has not been made in accordance with the above removal timelines, it may not be used against the employee in a later disciplinary action.
2. Records of disciplinary actions resulting in a suspension of five (5) days or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of thirty (30) months from date of issuance has elapsed. However, any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for an additional six (6) months.
3. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the Director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.
5. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file, at any reasonable time, upon request, and to request a copy of any needed documents in the file. The official personnel file shall remain under the control of the Department of Human Resources.
6. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. The Director of Human Resources, or designee, shall investigate the employee's request, advise the employee's department, make any appropriate correction, if warranted, and advise the employee of the correction requested. The employee's memorandum shall be attached to the material in question and filed therewith if the documentation is not changed.
7. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

(H) Just Cause

Just cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

1. Conviction of an offense which is punishable as a felony in the state of Nevada, conviction of an offense in any place other than the state of Nevada, which offense, if committed in the state of Nevada, would be punishable as a felony, or conviction of any offense which involves moral turpitude;
2. Violation of City or Departmental Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Deputy City Manager;
3. Solicitation of the public for money, goods, or services which has not been approved in accordance with established departmental procedures;
4. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;
5. Repeated incompetency; repeated inefficiency; repeated carelessness; abuse of sick leave; neglect of duties; unexplained and unapproved absence from duty; excessive absenteeism or tardiness; misuse or theft of City property; continuing or life threatening safety violations; on the job alcohol, or other drug abuse; malfeasance, misfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;
6. Physically striking or threatening any supervisory, managerial, or other employee;
7. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive. Any other acts of substance relating to the character or fitness of the employee to perform official duties may be considered cause.

ARTICLE 14 – WAGES

(A) Base Wages "Eligible employees" are employees covered by this Agreement. The City and the Association agree that effective the first pay period following the execution of this Agreement, the wages paid eligible employees shall be shown in the City of Las Vegas Classified Employees Salary Schedules which are attached hereto as Exhibit C.

- Effective July 01, 2022, the salary schedules for eligible employees will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2021. The CPI is based on U.S. Bureau of Labor Statistics data (https://data.bls.gov/ timeseries/CUURN400SA0). The adjusted percentage increase in salary schedules shall be a minimum of 2.0% and a maximum of 3.0%, plus an additional 1.5%. As such, the July 01, 2022 salary schedule adjustment will be 4.5%.

- Effective July 01, 2023, the salary schedules for eligible employees will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2022. The CPI is based on U.S. Bureau of Labor Statistics data (https://data.bls.gov/ timeseries/CUURN400SA0). The adjusted percentage increase in salary schedules shall be a minimum of 2.0% and a maximum of 3.0%, plus an additional 1.5%. Based on year to date CPI (January through April 2022), the parties believe that the annual CPI as of December 2022 will likely exceed 3%. In order to reach finality and to avoid uncertainty, the parties agree that the July 01, 2023 salary schedule adjustment will be 4.5%.

(B) Salary Steps

1. Employees shall receive a salary step advancement upon each anniversary date of their appointment to the City and annually thereafter until they are at the maximum of the salary range for their classification as specified by the appropriate Salary Schedule. Starting on July 1, 2015, salary step advancements shall be four percent (4%) or if there is less than a four percent gap between the employee's salary and the maximum of the salary range for the classification – that percentage amount that increases the employee's salary to the maximum of the salary range for the classification.
2. Employees shall receive their salary step advancement unless the City can show legitimate reason for denial of the salary step advancement. Legitimate reason for denial includes, but is not limited to, an extended sick leave absence of 1,040 hours or more, disciplinary action equivalent to a suspension, or three (3) documented and substantial reports of unsatisfactory performance.
3. Employees shall be informed in writing of the specific reason(s) for the denial of any salary step advancement and may grieve that denial through the City Manager level of the grievance procedure in this agreement.

(C) "Y-Rated"

An employee whose current wage is above the wage range will continue to receive their current wage. This shall be the employee's "Y-Rated" wage rate. The employee's "Y-Rated" wage rate

shall continue until any future wage range adjustments, applied to the salary scheduled, raise the salary schedule above the employee's "Y-Rated" wage. At that time the employee will receive the appropriate salary schedule wage.

ARTICLE 15 - CLOTHING AND TOOL ALLOWANCE

(A) Employees in the classifications listed below shall be paid a yearly tool allowance of the amount shown on a quarterly basis:

Classification	Annual Allowance (in dollars)
Body Mechanic	$250.00
Building Services Electrician	$220.00
Building Services Technician	$250.00
Carpenter	$250.00
Concrete Mason	$190.00
Facilities Field Supervisor	$250.00
Facilities Maintenance Supervisor	$250.00
Field Electrician II	$220.00
Fleet Services Supervisor	$320.00
Fleet Services Worker	$175.00
HVAC Technician	$250.00
Industrial Electrician	$220.00
Instrument Technician	$220.00
Locksmith I	$250.00
Locksmith II	$250.00
Materials Testing Technician	$250.00
Mechanic	$320.00
Park Maintenance Crew Leader	$250.00
Parks Crew Leader	$250.00
Plumber	$220.00
Public Safety Facilities Supervisor	$250.00
Skilled Trades Helper	$220.00
Sr Building Services Electrician	$220.00
Sr Carpenter	$250.00
Sr HVAC Technician	$250.00
Sr Industrial Electrician	$220.00
Sr Materials Testing Technician	$220.00
Sr Mechanic	$320.00
Sr Plumber	$220.00
Sr Traffic Signal Technician	$220.00
Sr Traffic Systems Technician	$220.00
Traffic Field Supervisor	$220.00

Traffic Signal Technician II	$220.00
Traffic Systems Technician	$220.00
Traffic Systems Technician Trainee	$220.00
Welder	$175.00

These amounts will be increased by twenty five percent (25%) during the first year of employment for new hires.

The City shall provide a secure area for the employees to keep their personal tool set on the job site; however, the City shall not be responsible for loss and/or damage to personal tools. It will be the employee's responsibility to maintain the necessary tools to perform their assigned tasks. The City will conduct an inventory annually after giving the employee five (5) days notice. The tool set is defined to be the toolbox and the entire contents thereof, as determined by the annual inventory.

(B) A safety shoe allowance shall be paid in the amount of one hundred seventy-five dollars ($175.00) per year. Such allowance shall be paid at the time the second quarterly installment of the tool allowance is paid. Personnel to receive such allowance shall be those whose job requires safety shoes be worn as established by the LVCEA and the City. Personnel who receive a safety shoe allowance shall furnish their own safety shoes that meet the required safety standards for their position and shall wear the safety shoes at all times when they are in work status. Failure to purchase and wear the required personal protective equipment may lead to disciplinary action.

(C) When any employee is required to wear a uniform during the performance of duty, that required uniform will be provided by the City. The term "uniform" shall include any specified shoes, belts, jackets, sweaters, or other accessories. Further, it is agreed that employees who are furnished uniforms by the City shall be provided a clean and appropriate uniform for each normal workday, with the exception of clothing (e.g. City logo shirts) that is provided for the purpose of identifying the wearer as a City employee. In those cases, once the logo wear has been issued, the expectation is that the employee will be responsible for the cleaning of such garments and will demonstrate proper hygiene practices.

(D) Uniforms shall only be worn during the normal workday and shall be worn in accordance with such regulations, policies and procedures as the City may establish.

(E) If the City believes that a classification no longer requires the use of personal tools and/or safety shoes or if a new classification is added to the bargaining unit covered by this Agreement, the City and the Association will meet and confer to determine whether the classification will receive a clothing, tool and/or safety shoe allowance.

ARTICLE 16 – LONGEVITY

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, eligible employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (½ of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous

employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees.

(B) Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(C) Employees hired or rehired on July 1, 1980, or thereafter, shall have a maximum longevity benefit of ten percent (10%) at twenty (20) years; however, their starting and yearly accumulations shall be the same as those in Paragraph A.

(D) Employees hired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service hereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached.

(D) Employees hired after January 1, 2011 shall not be eligible for longevity pay.

ARTICLE 17 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

17.1 Definitions

The following are terms used in this article that have definitions in Article 3.

- Bereavement Leave;
- Family Leave;
- Funeral Leave;
- Immediate Family;
- Job-Related Disability;
- Maternity Leave; and
- Paternity Leave.

As with any Leave periods, supervisors retain the right to ask for reasonable documentation. Such as proof of voting or other activity.

17.2 Maternity/Paternity/Adoption Leave

Employees shall be entitled to use available accrued sick leave, annual leave and leave without pay for up to a maximum of six (6) months for purposes of prenatal care, childbearing and/or for caring for newly-born or adopted children. An employee's available FMLA leave will run concurrently with Maternity /Paternity/Adoption Leave, up to 12 weeks. Employees are eligible for this leave for a period of up to 12 months after the birth or placement of a child. Employees are required to give at least thirty (30) days advance notice, if possible to allow the department to make the necessary staffing adjustments. Failure to provide adequate notice may result in denial of the leave. Additional Maternity/Paternity/Adoption Leave or use of this type of leave not expressly set forth herein may be awarded on an exception basis only upon written authorization of the City Manager, or designee.

17.3 Family and Medical Leave

The City of Las Vegas is a covered employer under the Family and Medical Leave Act (FMLA). The City will abide by provisions of the FMLA, and all amendments thereto, and complaints based on violations thereof are not subject to the grievance process in this Agreement.

17.4 Military Leave

When an employee enters a recognized branch of the Armed Forces of the United States, whether voluntarily or involuntarily, the following shall apply:

1) The employee shall be granted military leave without pay for the duration of the employee's active service.
2) An employee granted military leave and later honorably discharged or discharged as a result of disability shall be restored to his/her former classification or to a like classification. To qualify for such restoration, the employee must apply for reinstatement within ninety (90) calendar days of discharge. Such restoration is further contingent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.
3) An employee so restored shall be granted accrued seniority, benefits or other compensation in accordance with applicable Federal laws or regulations.
4) Persons who are employed to fill positions vacated as a result of the incumbent being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the incumbent is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this agreement and the City of Las Vegas Civil Service Rules.
5) Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed fifteen (15) working days in any one calendar year, or the number of days stipulated in NRS 281, whichever is greater. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty.
6) When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

17.5 Court Witness or Jury Duty Leave

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding related to City business or for a matter they witnessed while on duty shall receive their regular City pay. Employees who serve on a jury for one week or less are not required to turn in to the City any fees paid as a result of jury duty. Employees who report for jury duty for period in excess of one week will be required to submit their jury duty payment to the City Treasurer. Employees who are subpoenaed as witnesses for City-related business or for a matter they witnessed while on duty, called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused by the court or tribunal.

Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty.

This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to City business. Other than being a juror or being called to testify in a matter that an employee witnesses while on duty, this section shall not apply to persons whose appearance in court proceedings is unrelated to City business.

17.6 Leave Without Pay

17.6.1 Eligibility

Leave Without Pay may be granted or imposed by the Department Director, or designee, to employees for:

1) Purposes normally covered by sick leave, annual leave or Time in Lieu of (TILO) when such leave has been exhausted
2) Disciplinary action
3) Pursuing an education
4) Serving in the military
5) Recovering from a job-related injury or illness
6) Participating in political activities (requires City Manager approval)

17.6.2 General Requirements

Employees must exhaust all appropriate paid leave balances prior to receiving approval for leave without pay (LWOP). Employees on approved LWOP shall not be required or approved to perform work of any kind, unless the employee has been approved for a Transitional Work Assignment while recovering from a medical condition which resulted in working restrictions (e.g. part-time work during recovery period and paid leave accruals have been exhausted).

17.6.3 Leave Without Pay for Non-Medical Reasons

Employees seeking LWOP approval for non-medically related reasons (e.g. running for political office, pursuing additional education, serving in the military, etc.) must seek approval at least 30 days in advance, when possible, or LWOP approval may be denied.

17.6.4 Leave Without Pay for Medical Reasons

Employees seeking LWOP due to medical necessity must provide appropriate documentation indicating the need for leave, and estimated date the employee is expected to return to work in a full-time capacity. In the event the employee is released by their treating physician to perform part-time work during their recovery, and only require intermittent LWOP as a result, the employee must provide certification from their treating physician indicating their capabilities and restrictions. Intermittent work will be provided via a Transitional Work Assignment and is subject to approval based on business necessity (i.e. there is work available; part-time work will not be created for an employee). The duration of the transitional assignment will not exceed six months and the transitional work assignment may not violate any other provisions of City policies.

17.6.5 Approval of Use of Leave Without Pay

In general, Leave Without Pay for periods in excess of thirty (30) consecutive calendar days shall only be awarded to regular, full-time classified employees.

Appropriate paid leave must be exhausted before Leave Without Pay can be used.

For LWOP Sick, all accrued leave (sick, annual, birthday, holiday and TILO) must be exhausted before LWOP can be approved.

For LWOP Annual, all accrued annual leave, birthday, holiday and TILO must be exhausted before LWOP can be approved. Sick leave may not be used in place of annual leave.

Employee's who are approved for extended leave must use any paid leave hours on their first shift(s) of the pay period in accordance with the order of precedence listed below:

1) Sick Leave (if employee is sick or on medical leave)
2) Vacation/Birthday Holiday/TILO (after sick leave is exhausted, if employee is sick or on medical leave).

All LWOP must be approved by the employee's Department Director, or designee, and non-medical Leave Without Pay for periods in excess of thirty (30) consecutive calendar days must also be approved by the City Manager, or designee.

Leave Without Pay for medical reasons must be approved by the employee's Department Director, or designee, and the Human Resources Department. An employee on Leave Without Pay for medical reasons will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications, and shall be responsible for notifying the Department Director, or designee, of his/her primary location, contact information and return to work status during the leave period.

17.6.6 Leave Without Pay During a Pay Period With a Holiday

If the employee is in a full-paid status for the full shift, before and after the holiday, then the employee is entitled to holiday pay. If the employee is in LWOP status during the shift immediately preceding or following the holiday, then holiday pay will not be granted.

17.6.7 Impact On Benefits During Leave Without Pay

Service Credit Except for military leave and Leave Without Pay resulting from job-related injury or illness, periods of continuous LWOP in excess of thirty (30) days shall not be credited for purposes of annual or sick leave accrual rates, completion of probation (when appropriate), merit increases, seniority (when appropriate) or longevity. The employee's service date shall be adjusted to reflect the actual length of time the employee was actively working for the City of Las Vegas.
Service credit within the state's Public Employees' Retirement System (PERS) will be adjusted to reflect all LWOP.

Sick and Annual Leave Accrual Leave Without Pay for periods in excess of thirty (30) consecutive calendar days, which are authorized for job-related illness or injury, shall be credited for

purposes of determining annual or sick leave accrual rates, seniority and longevity, and may be credited for purposes of completion of probation or for salary increases upon recommendation of the employee's department head and approval of the Director of Human Resources and the City Manager.

Insurance Premiums
While an employee is in LWOP status, the City will continue to pay for all employer-provided insurance coverage for the employee only, just as if the employee were in active status.

Employees on LWOP are required to make arrangements with the Human Resources Department to directly pay for their portion of any dependent insurance coverages or supplemental insurances they may have if they wish to continue coverage for dependents under these plans. Failure to do so may result in loss of coverage for the employee's dependents.

17.6.8 Separation

Except as provided for by law, employees who are unable to return to work after being on LWOP status for twelve (12) weeks, may be separated from City employment upon notice to the employee and the Association after the 12 weeks of approved LWOP has expired. The approved 12 week period includes any leave granted under the Family and Medical Leave Act. The separation will be considered a resignation and therefore, employees who are able and capable of returning to work within twelve (12) months following separation can request to be placed on a rehire list in accordance with Civil Service Rules. All entitlement under this provision will end twelve (12) months following the employee's date of separation.

17.7 Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional or transfer opportunities within the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for a promotional or transfer opportunity.

17.8 Blood Donor Leave

Employees may be granted reasonable paid time off for the purpose of donating blood when participating in a City-authorized and/or sponsored blood donation drive or special need. No employee shall be eligible for overtime as a result of donating blood. All such absences shall be scheduled with the employee's supervisor.

17.9 Catastrophic Leave

1. Eligible Employees:
    a) The Catastrophic Leave Program is available to all LVCEA bargaining unit employees and confidential employees. (I.A.F.F. Local 1285, L.V.P.O.A., L.V.P.P.A., Temporary, and Hourly employees are not eligible for this program.)
    b) Employees must be off probation and employed by the City for six (6) months prior to becoming eligible for the Catastrophic Leave Program.

c) Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident experienced by an eligible employee that keeps that employee from performing the duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted." Employees may not use catastrophic leave to care for a family member.

d) Employees with an accepted work-related Workers' Compensation claim are not eligible for the Catastrophic Leave Program.

e) Any employee who receives catastrophic leave benefits and is subsequently awarded workers' compensation benefits shall reimburse the catastrophic leave bank for all benefits received that are covered by workers' compensation payments.

f) The catastrophic leave benefit will only be paid (provided) until the City paid long-term disability (LTD) insurance plan eligibility kicks in on the 91st day of continuous absence.

2. When an eligible employee as defined above suffers a catastrophic illness or injury, and the eligible employee has or will have exhausted all accrued leave prior to returning to work or reaching the 90 day threshold for LTD insurance coverage, the eligible employee may file a request for donations of leave with the LVCEA. The employee must exhaust all accrued sick and annual leave prior to receiving any leave donated under the program. Catastrophic leave is not intended for those who will not be returning to work (e. g. resignation, retirement, disability retirement, etc.)

3. The catastrophic leave request must be accompanied by:

a) A medical statement from the employee's attending physician, indicating 1) the estimated amount of time the employee will be disabled from work and 2) the employee's anticipated return to work date.

b) A letter/e-mail from the Department Director approving the affected employee's request for a leave of absence without pay (LWOP). Requests for medically-related LWOP will not be unreasonably denied.

c) Confirmation from Payroll that all leave accruals have been exhausted.

4. A committee ("The Committee") appointed by the LVCEA President will review the request to verify the employee's eligibility to receive leave donations.

5. The LVCEA may conduct a solicitation of donations with no personal lobbying by employees on their own behalf. Solicitations will be conducted no more than four (4) times per year and all donations will be submitted to the Finance Department on a form provided by the LVCEA.

6. Donations can be made from the donor's available leave banks. Sick leave donations will only be allowed from the employee's payable hours (those hours for which the employee would receive cash payment upon separation from City employment.) Employees with less than five (5) years of classified service are not eligible to donate sick leave, since accrued sick hours are not yet vested for payout purposes. Employees with more than five (5) years service but less than twenty (20) years service can donate up to fifty (50%) percent of their non-surplus sick leave hour accruals and employees with more than twenty (20) years service, can donate up to 100% of their non-

surplus sick leave hour accruals. Employees with a sick leave balance above their cap may donate accrued, sellable hours as defined in the sick leave article.

7. The minimum leave donation is four (4) hours. However, employees must have a sick or annual leave balance of at least forty (40) hours following donation.

8. The LVCEA will forward notification of the time donations to Finance, where the donated time will be converted to dollars at the current hourly rate of the donor. If any donated sick leave hours remain at the end of the catastrophic leave, they will remain in a catastrophic leave bank for future use. In the event an affected employee receives donated hours, but returns to work prior to the anticipated return to work date, any hours paid out of the cat leave bank in excess of what was needed will be reimbursed to the catastrophic leave bank by the employee.

9. The parties agree that should any problem arise in the administration of this paragraph or any abusive practice should arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

17.9.1 Supplemental Policies and Procedures

1. Catastrophic Leave benefits are available from the first (1st) day of absence through the ninetieth (90th) day of absence presuming the affected employee has exhausted all of their accruals, the Department Director has approved their leave without pay request (requests will not be unreasonably denied), and the medical issue is considered to be catastrophic in nature.

2. Catastrophic Leave benefits will not be approved if the illness or injury of any person other than the employee would not qualify the employee to receive Catastrophic Leave benefits.

3. An employee requesting Catastrophic Leave benefits must submit a Catastrophic Leave Agreement Form to the Catastrophic Leave Committee accompanied with a medical documentation in compliance with this agreement.

4. Request for Catastrophic Leave benefits will be processed on a first-come basis.

5. In accordance with federal laws governing medical privacy (HIPPA), the Donation Request Form shall not include any information relating to the requesting employee's illness or injury condition.

6. An employee making a request for Catastrophic Leave benefits must agree to indemnify and hold the LVCEA, its officers, directors, trustees, members and employees harmless from any lawsuits, malfeasance, and/or claims or damages for failure on the part of the City to process the request in a timely manner.

7. Under no circumstances will any benefits be paid from the Catastrophic Leave bank beyond ninety (90) calendar days from the date the employee was required to be absent from duty on a continuous basis since the City-paid LTD insurance benefit eligibility kicks in on the 91st day of absence.

17.10 Bereavement Leave

Employees shall be permitted to absent themselves from work to attend to matters related to an impending or subsequent death and or funeral of a member of their immediate family. Sick or

Annual Leave shall be granted for a maximum of five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head.

17.11 Funeral Leave

Employees may be granted up to four (4) hours of annual leave to attend a funeral of an acquaintance or co-worker on short notice. Whenever possible, such leave should be requested at least one day in advance.

17.12 Voting Leave

The City of Las Vegas agrees to allow time off from work for the purpose of voting according to the provisions of NRS 293.463, which reads as follows:

1. Any registered voter may absent himself from his place of employment at a time to be designated by the employer for a sufficient time to vote, if it is impracticable for him to vote before or after his hours of employment. A sufficient time to vote shall be determined as follows:
    a. If the distance between the place of such voter's employment and the polling place where such person votes is 2 miles or less, 1 hour.
    b. If the distance is more than 2 miles but not more than 10 miles, 2 hours.
    c. If the distance is more than 10 miles, 3 hours.
2. Such voter may not, because of such absence, be discharged, disciplined or penalized, nor shall any deduction be made from his usual salary or wages by reason of such absence.
3. Application for leave of absence to vote shall be made to the employer or person authorized to grant such leave prior to the day of the election.
4. Any employer or person authorized to grant the leave of absence provided for in subsection 1, who denies any registered voter any right granted under this section, or who otherwise violates the provisions of this section, is guilty of a misdemeanor.

In the event the State of Nevada changes the provisions of NRS 293.463 it is understood that this section would change accordingly. This section is not subject to the grievance and arbitration process.

17.13 Safety and Health Fair Leave

At the convenience of the City, employees may be granted reasonable time off with pay to attend sponsored Safety and Health functions, benefit fairs or other benefit related promotional events. This section is not subject to the grievance and arbitration process.

17.14 Volunteer Leave

Employees may be granted up to five (5) days per year either without pay or through the use of annual leave for the purpose of volunteering to provide help or service to a charitable organization. This section is not subject to the grievance and arbitration process.

17.15 Documentation

The City may require appropriate documentation to substantiate any type of leave granted under this article.

ARTICLE 18 - MEDICAL BENEFITS

(A) The City and the Association agree that the City will pay the cost of group hospitalization, health, dental, vision, and term life insurance for each individual employee covered by the provisions of this contract. The City agrees to pay dependent insurance coverage costs equal to fifty percent (50%) of the actual cost. The City will provide medical insurance benefits to LVCEA represented employees which are worth at least $735 per employee per month on average. Moreover, the City will provide medical insurance coverage that is substantially similar to the insurance that is shown in Attachment E for calendar year 2022.

(B) The City agrees to pay the cost of long-term disability insurance. Moreover, the City will provide each employee covered by this agreement a $20,000 term life insurance policy.

(C) The City shall establish the necessary accounts and accounting procedures to ensure that:

1. A record is kept, by pay period, of the number of employees eligible for insurance coverage and the amount of funds paid by the City on their behalf.
2. A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.
3. All disbursements of funds from the insurance payment accounts shall be for the appropriate payment of insurance premiums, claims, or other legitimate expenses of the group hospitalization, health, vision, dental, long-term disability, life insurance, and any other insurance programs provided.

(D) The Association agrees to indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any legitimate action taken or not taken by the City with respect to authorized deductions for coverage in excess of that provided in the first paragraph of this Article.

(E) All insurance contracts must be approved by the City Council.

ARTICLE 19 – DISABILITY

(A) Employees shall be covered by the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616A-D), the Nevada Occupational Diseases Act (NRS Chapter 617) and the Nevada Occupational Safety and Health Act (NRS 618). However, Worker's Compensation decisions and appeals are not grievable pursuant to this collective bargaining agreement.

(B) Should an employee suffer an accepted claim of service-incurred accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then, in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Workers' Compensation Program and the employee's then present gross salary, excluding overtime, for a period of two hundred eighty (280) hours from the first day of absence due to illness or injury. However, employees hired after 7/1/14 will only receive full salary continuation for a period of eighty (80) hours from the first date of absence due to illness or injury. Thereafter, Worker's Compensation payments will revert to the State mandated rate.

(C) An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave as established under Article 11 for the period of full income maintenance. Thereafter, accrued leave time may be utilized to subsidize the Worker's Compensation payments up to 100% of regular wage.

(D) Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician who may be either City or employee appointed.

(E) An employee who is temporarily disabled because of a non-work related accident or illness may be granted an alternate duty assignment, if such assignment is available and after being released for such work by a qualified physician. "Alternate duty" means work that may be similar to or totally different than the normal work that the employee performs and is based on the release given by the qualified physician and the skills of the employee.

ARTICLE 20 – RETIREMENT

(A) The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system. The City shall comply with all the provisions of NRS 286 for the purpose of paying the employees' retirement contributions.

(B) The City and the Association agree that compliance with NRS 286 requires that any future increases or decreases in the Public Employees Retirement System (PERS) contributions will be equally shared with the City paying/receiving 50% of the increase/decrease and the employees paying/receiving the other 50% of the increase/decrease through an equivalent reduction/increase in employee wage rate.

(C) If NRS 286 is amended in a manner that affects payment of employees' portion of the contribution required by NRS 286, the parties will enter into negotiations for a replacement to this subsection.

ARTICLE 21 - REDUCTIONS IN FORCE

1) NOTICE

Whenever a layoff has been authorized, the City shall notify the Association in writing at least sixty (60) calendar days prior to the layoff. The notice shall contain the following:

a) The effective date;
b) A list of all incumbents in the affected positions.

The City shall meet and confer with the Association regarding the reduction in force.

2) LAYOFF PROCEDURE

The order of layoffs is as follows:

a) Temporary employees;
b) Probationary employees;
c) Full-time or part-time employees in a qualifying status;

d) Full-time or part-time employees in reverse order of their seniority. The employee with the least classification seniority shall be released first. In the case of a tie, within classification seniority, the employee with the least City employment shall be released first.

Any employee laid off shall have his/her name placed on the recall list for that classification pursuant to Section 6 below.

3) BUMPING AND RECALL RIGHTS

a) An employee who is laid off shall have the right to bump to another classification that the employee previously held where they have sufficient classification seniority (to include the seniority that they had acquired in the classification from which they are being laid off) and that is in the same or lower grade as the employee's current grade.
b) Bumping shall be into the position occupied by the least senior employee in the classification. That least senior employee will then be added to the list of employees included in the layoff and may exercise all the rights contained in this article.
c) An employee who bumps to another previously held classification shall carry their current classification seniority to the new job.
d) An employee who elects to bump into another classification previously held retains the right to be on the recall list for the classification from which they were laid off.
e) Any employee who is recalled to a job with the same or more scheduled work hours they held prior to the layoff shall forfeit any future right to be recalled to that same classification if they decline the recall offer.
f) An employee who was laid off may accept an offer of a part-time position with fewer scheduled work hours in that same classification without forfeiting their right to be recalled to their prior scheduled work hours in that same classification.
g) Any employee who is recalled, or bumped into a prior classification, shall obtain any required certifications within six (6) months of reinstatement.

4) INTERVIEW FOR PLACEMENT

An employee who has insufficient seniority to bump may elect to be interviewed for another classification they qualify for on or before the effective date of the layoff. A position in that classification must become vacant and be approved to fill during the 60 day layoff notification period. If selected, the employee retains the right to be on the recall list for the classification from which they were laid off.

5) SEPARATION

a) Employees who are laid off shall be paid all their accrued leave and TILO pursuant to the provisions contained elsewhere in the collective bargaining agreement.
b) The City shall additionally pay to a separated employee twelve (12) weeks of severance pay.
c) Any employee who voluntarily separates employment from the City for any reason (e.g. retirement, resignation, etc.) shall forfeit their recall rights and be removed from the RIF recall list. In the event a laid off person on the RIF recall list declines an offer of part-time employment, or accepts a part-time position, and subsequently relinquishes that part-time position, their name will remain on the RIF recall list.

6) RECALL LIST

a) The City shall continuously maintain and update a recall list for each classification that has had a layoff. The recall list for a given classification shall continue to exist as long as one (1) or more persons remain on the list. The City shall order the employees on each recall list pursuant to the employee's classification seniority, from highest seniority to lowest seniority. Whenever two (2) or more employees have the same classification seniority, the City shall place those employees in order of their City seniority. The City shall transmit to the Association a copy of each recall list upon request.

b) Employees shall remain on a recall list until they are either recalled to their prior position, are removed from the list for failing to respond to a notice of recall pursuant to Section 7(b)(2), voluntarily separate, or after eighteen (18) months of being placed on the list, whichever occurs first.

c) The City shall not hire any combination of part-time, hourly, or temporary employees to perform the duties set forth in the classification specification performed by the equivalent of one (1) full-time employee, in any classification in which there is a recall list, unless the Association provides the City approval in writing to do so.

d) The City will meet and confer with the Association regarding any requests for reclassification in which there is a recall list.

e) If the City reclassifies a group classification title for which a RIF list currently exists, the RIF list will apply to the new job title.

7. REINSTATEMENT OF EMPLOYEES

Whenever the City decides to fill a position which was vacated due to a reduction in force (layoff), it shall first offer the position to the person with the most seniority on the respective recall list.

The following procedure shall be employed for reinstating persons from a recall list:

1. The City shall notify the person to be recalled by both email, if known, or by certified mail, return receipt requested, at the last known address. The notice shall state that (a) the person must respond within ten (10) calendar days of receipt of the notice, either by e-mail, in-person, or by certified mail; (b) that if the person fails to respond in a timely manner, or rejects an offer of reinstatement to their full-time position, their name shall be removed from the appropriate recall list.
2. A lack of timely response or rejection will result in the person being removed from the recall list and forfeiture of all recall rights to that classification, unless the recall offer is for a position with fewer work hours than the position from which the employee was laid off (see Section 3e).
3. If a person so notified either rejects the City's offer of reinstatement or fails to respond in a timely manner, the city shall notify the next person on the recall list, and shall continue to go through the recall list until the person accepts the offer of reinstatement or until no more persons remain on the list.

The following are the effects of a reinstatement on an employee's terms and conditions of employment:

1. The employee shall receive from the City all benefits for which he/she was not paid at the time of the employee' separation list.

2. The employee's City seniority shall be adjusted in accordance with Article 22.

3. The employee shall receive longevity, sick leave, annual leave and other service related benefits at the rate as when the employee was originally laid off.

4. If the employee's former classification was reassigned to a lower salary grade while the employee was laid off, the employee shall be reinstated at their prior rate of pay and be Y-rated if appropriate.

5. The City shall not require the employee to complete another probationary or qualifying period.

6. The employee shall have six (6) months to secure any required licenses or certifications that may have lapsed during the period which the employee was laid off.

ARTICLE 22 – SENIORITY

22.1 Definitions

22.1.1 Article Definitions

City seniority - the total length of active employment with the City.

Classification seniority - the employee's total length of active service in a classification, which may include reclassification.

Flex Classification(s) – positions that have been designated as flex classifications allow for promotion without testing from the lower level to the higher level at the recommendation of management and after meeting the minimum qualifications for the higher level. Employees will serve a qualifying period after a flex promotion. Flex classifications are designated with an "(X)" after the classification title. An example would be Animal Control Officer I (X) and Animal Control Officer II (X).

Job Series–The classifications belonging to each job series. These will be determined by mutual agreement between Human Resources and the Association.

Reporting Location-the facility or work location where a given employee reports to work each day.

Work unit-one or more employees who report to a common supervisor. However, two or more work groups in a division or department with similar operational procedures may be considered as one work unit for purposes of this Article.

22.1.2 Common Definitions

The following are terms used in this article as defined in Article 3:

- Classification;
- Demotion;

- Qualifying Period;
- Probationary Period
- Promotion;
- Reclassification;
- Service Date;
- Shift;
- Transfer

22.2 Ranking of Seniority

City seniority shall be determined in the following order:

1. Service date; if tied, then
2. Hire date; if tied, then
3. Human Resources date/time stamp
4. Any further ties or disputes shall be determined by a one-time lottery.

Classification seniority for those employees in a given classification shall be determined in the following order:

1. Length of time in the classification; if tied, then
2. Service date; if tied, then
3. Hire date; if tied, then
4. Human Resources date/time stamp
5. Any further ties or disputes shall be determined by a one-time lottery.

22.3 Seniority Lists

By October 1st of each calendar year, the City shall establish a seniority list for each classification which includes the following information**:**

- the employee's name;
- the date of last promotion to the present classification;
- the service date;
- hire date; and
- Human Resources date/time stamp.

All seniority lists shall be available for inspection in Human Resources and shall also be provided to the Association. Department and division offices shall have current seniority lists available for any classification within that department or division for review by employees.

Protests regarding the accuracy of a given seniority list must be filed in writing with Human Resources no later than November 15th of the current calendar year. If no protest is filed by Nov 15th then the seniority list for that classification shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority lists. A protest of a given seniority list shall be resolved through discussions between Human Resources and the employee and the Association, after giving the employee an opportunity to submit a written seniority protest form. If there is still a dispute following discussion of the protest, the Association may file a grievance.

22.4 Rules for the Accrual of Seniority

22.4.1 City Seniority

Employees shall accrue city seniority from the date of hire in the classified service subject to the following rules:

1. Seniority shall not be broken for paid leave of any duration or unpaid leave of less than (30) thirty consecutive calendar days. Periods of unpaid leave of thirty-one (31) consecutive days or more, excepting military leave and leave resulting from job-related illness or injury, shall not be credited for purposes of seniority.
2. Temporary employees shall be credited with all time worked as a full-time employee on a temporary basis only after obtaining probationary status in the same classification. Time will be credited only if there is no break in service between temporary and probationary status.
3. Part-time classified employee seniority determinations shall be made on a prorated basis, using the actual number of hours worked, with 2080 hours being the equivalent of one year of service.

22.4.2 Classification Seniority

Employees shall accrue classification seniority for all time spent in a given classification subject to the following rules:

1. An employee who receives a promotion and subsequently returns to the former classification during the qualifying period shall be credited with time spent in the higher classification.
2. An employee who receives a promotion and subsequently returns to the former classification after the qualifying period shall not be credited with any time spent in the higher classification.
3. If an employee voluntarily demotes into a classification in the same job series, the employee shall be credited with time spent in the higher classification in the same job series.
4. If an employee voluntarily demotes into a classification in a different classified job series, the employee shall not be credited with any time spent in the higher classification in the different job series.
5. Classification seniority may include title changes or reclassifications of the position, to be reviewed by Human Resources on a case-by-case basis, and after meeting and conferring with the Association.
6. Employees shall receive classification seniority for time spent in an approved acting capacity under the following conditions:
    a. The assignment is for a minimum of thirty (30) continuous calendar days;
    b. The employee is selected for the position while in the acting capacity;
    c. The acting time is documented via the formal Human Resources Acting Pay Request form;

d. The acting time took place on or after July 1, 1995; and
e. Time spent acting in an appointive position after December 3, 2014 will not affect credited classification seniority.

7. If an employee transfers or promotes from a classified position to an appointive position and subsequently returns to a classified position, none of the time spent in the appointive position will be credited towards classified seniority.

8. Flex Classification Seniority – Employees who meet the requirements to be flex promoted shall be allowed to bring their lower level seniority with them when promoting to the higher level. Flex classification seniority shall be maintained on one seniority list. Service time accrued in the lower classification is combined with service in the higher classification.

22.5 Rules for the Use of Classification Seniority

22.5.1 Reductions in Force (RIF)

Classification seniority shall be the controlling factor in any reduction in force

Classified employees, who bump to a lower classification shall be credited with time served in the higher classification. If an employee is called back to the higher classification, all previous seniority in the higher classification will be reinstated and removed from the lower classification seniority.

Any employees with regular status who is appointed to a city position outside the classified service shall retain the right to return to regular status in the classified service, only if the non-classified (appointive) position is eliminated.

22.5.2 Annual (vacation) Leave

Classification seniority shall be the controlling factor in the scheduling of annual leave unless a work unit and management mutually establishes in writing another procedure as approved by the Director (or designee) and the Association.

22.5.3 Shifts

Classification seniority shall be the controlling factor in the assignment of employees to a given shift within a division unless the work unit and management establishes in writing another procedure that is approved by the Director (or designee) and the Association.

If the Director (or designee) has cause to believe that a given employee cannot be placed on the shift as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, or other similar attributes, then the Director (or designee) shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee disagrees with the decision, the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

22.5.4 Reporting Location

For those divisions that have multiple reporting locations, classification seniority shall be the controlling factor in the assignment of an employee to a reporting location unless the work unit mutually establishes in writing another procedure that is approved by the director (or designee) and the Association.

Special Rule for the Departments of Parks & Recreation and YDSI. Because this department has multiple facilities, this department shall instead divide its facilities into two equal zones based upon geography. Classification seniority shall instead be the controlling factor in the assignment of-an employee to a zone. However, once a zone is selected by an employee, management then reserves the right to assign the employee to a facility within that zone. All other limitations as described in the remainder of this section shall apply.

If the Director or designee has cause to believe that a given employee cannot be placed in the reporting location as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, and other similar attributes, then the director or designee shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee protests the decision the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

ARTICLE 23 – SCHEDULES AND HOURS

23.1 Definitions

23.1.1 Article Definitions

Work unit - means a group of employees under common supervision that is within a division.

Return to work - means when an employee has stopped work for the day and is required at a later time to return to his/her assigned duty location to perform assigned tasks.

23.1.2 Article Definitions

The following are terms used in this article that have definitions in Article 3:

- Alternate Work Schedules (AWS)
- Call-Out
- Normal Work Day
- Normal Work Week
- Overtime
- Shift
- TILO (Time in Lieu of)

23.1.3

The City shall provide paid time off, and pay the entire tuition for any education, certificates, ratings, etc. that the City requires employees to have in order to keep their employment with the City in the employee's current classification.

23.2 Hours and Work Week

The normal work week shall be forty (40) hours, consisting of ten (10) consecutive hours per day (exclusive of lunch break) during four (4) consecutive days commencing with the first hour and day of the employee's regularly assigned workweek and shift. The City has the right to adjust the normal work week of employees such that employees work eight (8) consecutive hours per day (exclusive of lunch break) during five (5) consecutive days commencing with the first hour and day of the employees normally assigned work week and shift.

The official workweek shall begin on each Sunday at 00:01 hours, and shall end at 24:00 hours on the following Saturday.

23.3 Identification of Shifts

The City shall have the right to establish work schedules and starting times. The City shall designate the starting and stopping times of each shift; the meals and rest periods of each shift; and may stagger such times between various departments and between groups of employees or individuals within a department.

23.4 Rest Periods and Meal Periods

Employees shall be given paid rest breaks of not less than fifteen (15) minutes during every four (4) or five (5) hours worked. The timing of such breaks is to be flexibly arranged in accordance with existing practices.

Employees shall get at least a thirty (30) minute unpaid meal break during their shift.

23.5 Alternate Work Schedule Details

Creation of an AWS. If an Alternate Work Schedule (AWS) is requested by a majority of the employees affected in a department, division, or work unit; the Association with work unit employees, representatives of Human Resources, and department and work unit supervisors shall meet within fourteen (14) days to discuss the feasibility of establishing an AWS for the requesting department, division; or work unit. If a mutually acceptable AWS plan can be established, it shall be put into effect for a trial period of six months within sixty (60) days of agreement of the AWS plan.

Appeal When Mutual Agreement Not Reached. In the event where the majority of the employees in a department, division, or work unit want an AWS and mutual agreement between the Department and the Association cannot be reached, the Association may request to have the AWS submitted to the City Manager or his designee for resolution. At the meeting with the City Manager or designee, both sides shall be present and shall be required to present their case, including evidence that they may have to support their position. Each side shall have the opportunity to ask questions of the other side.

Modification or Discontinuance of an AWS. The City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager may discontinue the program if, in good faith, and after discussions with the employees, the City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager determines that the AWS plan is not in the best interests of the City.

Written Plans. All AWS plans instituted or modified hereafter shall be in writing and shall include as a minimum the job classifications included within the plan, a description of the schedule,

treatment of paid holidays, and conditions of the plan. Start and stop time, meal and break periods, work schedules and days off will not be included in the AWS but will be assigned by the Department. The written plan shall be signed and dated by a representative of the department and the Association.

23.6 Schedule Alterations/Changes

Employee's work schedules will not be altered on a short-term basis (less than four (4) months). Any short-term change in a work schedule must be mutually agreed to, in writing, by the City and the employee(s) and must not be established for the sole reason of avoiding overtime pay.

23.7 Schedule Reporting

The LVCEA may request an update of one or more departments work schedules. When this occurs the LVCEA will submit a written request for the schedules to the Department of Human Resources. The City shall make reasonable attempts to fulfill the LVCEA's request within thirty (30) calendar days.

23.8 Overtime

Requests and Rotation. Supervisors may require that employees work overtime. Overtime work shall be voluntary and shall be rotated amongst employees in the classification needed to work overtime on a fair and equitable basis. Supervisors shall post (in a place that is accessible to all employees in the work unit, overtime lists for each classification in the work unit. Where work units do not have a defined work area, the list shall be posted electronically. The overtime lists will be renewed at the beginning of each calendar year and will be arranged according to seniority, with the most senior employee for each classification placed at the top of the list. When an employee is offered an overtime assignment, they will be moved to the bottom of the list whether they accepted the assignment or not. The overtime lists shall be updated each week. If no one agrees or volunteers to work the overtime, the supervisor may require (mandate) that a qualified employee work the overtime. Such mandated overtime will also be rotated amongst employees in the classification needed to work overtime on an equal basis, as long as the employee(s) are qualified to do the work.

Compensation. Overtime pay is defined as additional compensation earned by an employee who: 1) comes in early for a regularly scheduled shift, or 2) is held over on a regularly scheduled shift, or 3) returns to work after completing a normal shift as requested, or 4) reports to work on a day in which a normal shift is not scheduled, or 5) works hours in addition to their regular shift.

Employees who work longer than their normal work day shall be paid overtime at a time and one-half (1½) hourly rated basis based on their hourly rate of pay, including longevity, for all overtime work; provided however that if the overtime worked is not in conjunction with the employee's regular hours the employee shall be paid a minimum of three (3) hours or the actual time worked whichever is greater. Part-time employees will not be paid overtime until after forty (40) hours have been worked.

Employees who do not report to work on a particular day, but who respond to business-related telephone calls or perform work related tasks as directed by management through use of a computer will be paid a minimum of one and one half (1.5) hours overtime or the actual time performing those tasks, whichever is greater, regardless of the number of phone calls received or the times at which those phones calls are received that day.

Overtime Breaks. Employees who may be expected to work more than two (2) hours overtime upon completion of their regular shift shall be entitled to a paid fifteen (15) minute break at a time convenient for the employee and the City in light of the nature of the work being performed.

23.9 Call Out

Compensation. In emergency situations requiring immediate attention, where the department head or designee feels that it is necessary to call out one or more members of a department, and order them back to work, an employee shall be paid overtime at a time and one-half (1½) basis, plus longevity, for all call-out hours or any fraction thereof worked.

The employee shall be paid for a minimum of three (3) hours regardless of having returned to work for less than three (3) hours on the total call-out. In the event that the period of call-out extends into the employee's normal working shift, the employee shall be paid for a minimum of three (3) hours in addition to the normal working shift. If the period of call-out exceeds three (3) hours, but does not extend into the employee's normal working shift, the employee shall be paid for the amount of time actually worked at the overtime rate.

Multiple Call Outs. An employee who returns to work for less than three (3) hours on the initial call-out and is then called out a second time during the initial three (3) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences exceeds three (3) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called out for a second time after the expiration of the first (1st) three (3) hour window from the first call-out, he/she shall be paid for a minimum of three (3) hours for each call-out except as provided in the previous paragraph. Shift differential will only be paid to those employees assigned to a shift eligible for shift differential pay.

23.10 TILO (Time in Lieu Of)

In General. Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO). The purpose of TILO is to allow employees to accumulate and to take TILO time in conjunction with workload peaks and lows, rather than be paid at the overtime rate. Employees shall have the option of TILO accumulation rather than overtime pay up to the maximum allowed. In situations involving special funding, the City and the LVCEA will meet, discuss and agree to the method of overtime payment.

Accumulation of TILO. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (1½) rate for payment purposes. No employee can be required take time off rather than be paid at the overtime rate. No employee may have an accumulated balance of TILO time exceeding two hundred forty (240) hours at the end of any pay period.

Use of TILO. To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally only be scheduled when the

workload will allow the employee to be absent. This means that employees may be denied the use of TILO time whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will require the City to pay other employees at the overtime rate or accumulate TILO time. Employees may not have a deficit TILO time balance. Employees shall be paid for any TILO time in excess of two hundred forty (240) hours.

Reporting of Time Accumulated and Used. This accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO hours within a pay period, the records may not show on the paycheck stub.

Payoff at Separation and Annually Upon Request. At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at a regular hourly rate plus longevity. Each year, employees may elect to exchange up to sixty (60) hours or less of TILO leave for up to sixty (60) hours of salary plus longevity, subject to the following conditions:

1. There shall be two opportunities to exchange TILO leave each calendar year. The exchanges shall take place on the first payday of each July and December unless otherwise authorized by the City Manager.
2. To be eligible to exchange TILO leave for pay, the employee must have been in the classified service for a minimum of eighteen (18) months.
3. Exchange privileges apply only to accrued TILO leave.

23.11 Stand-By Time

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours

Schedule and Response. While on stand-by time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by phone, pagers, or other electronic device provided by the City. Employees on stand-by shall be subject to the call out provisions of this Article.

Payment. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal day worked and fifty ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. No employee shall receive stand by pay while out on sick leave or while on vacation.

23.12 Shift Differential

Shift Differential shall be paid pursuant to the following chart:

Scheduled work hours	Amount of Shift Differential
7:30 am – 4:30 pm	No differential pay
4:30 pm - 12:00 am	4% of the employee's normal hourly rate plus longevity
12:00 am – 7:30 am	6% of the employee's normal hourly rate plus longevity

Shift Differential will be paid to an employee for a given shift whether it be the employee's regular shift or an overtime shift when the majority of the hours worked by the employee fall within either the 4:30 pm – 12:00 am or the 12:00 am – 7:30 am shifts.

Employees who are temporarily assigned to day shift for training for a period of two pay periods or less will still receive shift differential. Employees who normally get shift differential pay who are off work, but in a paid status, still receive the shift differential pay.

ARTICLE 24 – PROMOTIONS

(A) The City shall encourage promotion within the classified service. All qualified employees shall have an equal opportunity to compete for promotions in the classified service. Promotional opportunities in the classified service shall be posted and processed in accordance with the City of Las Vegas Civil Service Rules unless changes in those rules are adopted by the City Council.

(B) All regular classified City employees shall receive three (3) bonus points on open and promotional exams. Appointive employees who previously obtained "regular" status in a classified position may apply through a promotional or open recruitment but will not receive bonus points.

(C) Employees who are promoted shall be entitled to be placed in the lowest step in their new classification's salary grade that gives them at least a five percent (5%) salary increase, unless the employee is currently on the top step and is promoted to the next highest salary job grade. In that situation, the employee will go to the top step of the new grade.

(D) Regular full-time employees serving in an approved acting capacity for a minimum of thirty (30) continuous calendar days, and subsequently promoted to the position in which they have been acting, will receive a maximum of 90 days (three months) credit toward their qualifying period, providing the service in that particular acting capacity has been continuous and within the same department. Approved acting time must be documented via the formal Human Resources Acting Pay Request form. Both management and employee shall have the remainder of the six-month qualifying period to decide whether or not confirmation in the new position is appropriate.

(E) Employees who are promoted shall have the right during the first six months (6) of their qualifying period to voluntarily demote to their former classification, salary status and department. The employee's salary shall be reduced to the same grade and step that the employee would have attained had the employee not accepted the promotion.

(F) When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the Director of Human Resources, after consulting with the appointing authority, shall determine, in accordance with the Civil Service Rules, how the vacancy is to be filled. Any open examination may limit the number of non-city employee applicants, but bargaining unit employees who meet the minimum qualifications may apply for and take any open examination regardless of the number of applicants.

(G) When promotional and open examinations are given simultaneously, the certification of the names shall be as follows:

Group I	Promotional	when less than five names remain, add
Group I	Open	when less than five names remain on both, add
Group II	Promotional	when less than five names remain in all three, add
Group II	Open	

(H) The decision to fill permanent full-time vacancies on a temporary basis pending the completion of the selection procedures will not be grievable. A vacancy filled by a demotion, transfer, management reassignment, rehire, or recall in a position that is equal to or less than the employee's previous position does not require posting.

(I) The Association shall be furnished a copy of all job announcements and promotional announcements.

(J) TRANSFER RETURN RIGHTS
The parties agree that, the following procedure shall be followed once an employee-requested transfer has taken place:

1. Employees who have requested and accepted transfer positions, either within the CEA bargaining unit or to other City positions, shall have the right, during the first six months of their qualifying period, to voluntarily return to their former department in the same classification.

2. Exception: Employees voluntarily transferring to a flex position, where the entry level for that position is a lower salary grade than their current position, but the journey level is higher; do not have return rights to their former classification. This situation shall be treated as a voluntary demotion.

In the event of non-confirmation in either of the above cases, employees shall be returned to their former department in the same position unless a mutually acceptable agreement by all parties concerned shall be reached for placement elsewhere in the City.

ARTICLE 25 – LABOR/MANAGEMENT MEETINGS

(A) Joint Labor-Management Meetings

The purpose of these meetings are to provide a forum for the discussion of issues or topics that may fall within the Collective Bargaining Agreement, and have an impact on the Association and its members.

(B) Types and frequency of meetings:

1. Monthly meetings – typically held between CEA Board members and representatives of the CLV Human Resources Department. This group usually meets every month, except when local negotiations are occurring.
2. Meetings with the City Manager's Office - typically held between CEA Board members and representatives of the City Manager's office and the Human Resources Department. This group usually meets on a quarterly basis.

3. Retreats – typically held on an as needed basis, but no more often than annually. Attendees normally include the CEA Board and representatives of the City Manager's office or designees. The intent of the joint retreats are to further labor-management cooperation and relations. Retreats are not required and not grievable.

(C) Association Representatives Paid Time Off

When any of the above meetings are held during an Association representative's straight-time hours, the employee shall not lose pay for time spent in such meetings. However, should any meeting extend beyond a representative's regularly scheduled work day or should the meeting be scheduled on a non-work day of a representative, the City shall not compensate the employee/representative for such time.

(D) Agendas

When practicable, all of the above meetings will have an agenda, which will be issued at least three (3) days prior to the meeting and allow for the placement of items on the agenda by any of the attendees.

(E) Tolling of Timelines

When a grievable item is placed on the agenda for any of the above meetings, upon request, the parties may agree to toll the timelines for grievance submittal to allow for additional information to be gathered and discussed. Any request for the tolling of timelines will be communicated in writing between the parties and properly documented.

(F) Modifications to the Collective Bargaining Agreement

Any modifications to the Collective Bargaining Agreement that are discussed at any of the above meetings must be mutually agreed to in writing by both the City and the Association. A Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) may be used for this purpose.

ARTICLE 26 - SAFETY AND HEALTH COMMITTEE

(A) The City shall undertake all reasonable efforts to provide for employee health and safety in accordance with all laws applicable to the operations of the City concerning the safety of all employees covered by this Agreement. All employees covered by this agreement shall comply with all safety rules and regulations established by the City.

(B) In order to facilitate this Article, the Association shall appoint six (6) Association members to serve on the City's Safety Oversight Committee (SOC). These members shall be appointed by the Association and should be representative of divisions where exposure to safety hazards may pose a greater risk. The City's Safety Administrator or their designee shall chair the committee. The City shall provide any necessary clerical support for the committee.

(C) The responsibilities of the SOC shall be guided by the Safety Oversight Committee Charter. SOC members shall function as contact points for employees in all departments to report safety issues.

(D) Safety issues reported to the SOC shall be addressed as directed by the Safety Oversight Committee Charter. Any safety or health concern that poses imminent danger to any employee shall be immediately reported to the City's Safety Administrator or any Safety & Health Officer.

(E) To facilitate the adjustment of work schedules, SOC members shall notify their immediate supervisor of the meeting dates, times and locations immediately upon the scheduling of any such meeting.

(F) SOC members shall not lose pay for time spent in any meetings authorized by this Article.

ARTICLE 27 - ACTING PAY

Employees who are offered and temporarily accept the full responsibilities of a position of a higher salary grade for at least half (1/2) of a regularly scheduled workshift shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary, plus longevity, or the minimum rate of the salary grade for the classification in which the employee is acting (whichever is greater) for the entire workshift. However, the employee's combined base salary, any applicable Y-rate, and acting pay may not exceed the range maximum of the classification in which the employee is acting.

Acting pay for periods of a minimum of thirty (30) continuous calendar days require the written approval of the Director of Human Resources. Employees who are acting in any "exempt from overtime" position shall not be entitled to overtime compensation. Selection for acting assignments shall be made from eligible employees in a fair and equitable manner taking into account the employees work history and the specific needs of the business.

ARTICLE 28 - EMPLOYEE ASSISTANCE

(A) The City and the Association recognize the value of having referral, counseling and assistance programs available to those employees who have personal problems which may interfere with the efficient and productive performance of their job responsibilities and duties. The City and the Association will, endeavor to aid such employees who request assistance with personal problems by encouraging them to seek professional assistance if necessary.

(B) The City and the Association agree that employees participating in recognized and established counseling and rehabilitation programs, if unable to work, may use accumulated sick, TILO and/or vacation time in accordance with this contract.

(C)The City shall take reasonable steps to ensure that the privacy and confidentiality of employees involved in the employee assistance program is protected.

ARTICLE 29 - OUTSIDE EMPLOYMENT

(A) It is the employee's responsibility to promptly notify the City of any outside employment activities in which they are engaged. Accordingly, employees will notify the City of any "outside" employment, or any significant changes or updates to previously submitted information, such as, but not limited to, outside employer name changes, personal (internal) job changes, schedule / hours changes or outside work relationship or business affiliation changes with the City of Las Vegas, on an appropriate and reasonable City form which is available on the City website for that purpose. All legal employment shall be approved unless the City can show just and reasonable

cause for the denial or revocation of the approval. No approval shall be delayed for more than fifteen (15) calendar days from date of submission without justification.

(B) No outside employment shall interfere with an employee's primary City employment responsibilities, or result in a conflict of interest.

(C) Submitted and approved outside employment requests by employees will be maintained by the City.

ARTICLE 30 - LEAVE TIME FOR ASSOCIATION PRESIDENT AND VICE-PRESIDENT

(A) The City shall grant both the President and the Vice-President of the Association, eighty (80) hours bi-weekly to perform Association business. While in this capacity, the President and Vice-President will be on leave of absence from his or her department and will be temporarily reassigned to the Human Resources Department. Upon completion of the temporary assignment, the President and Vice-President will return to their regular department in the same position previously held unless that position has been eliminated, in which case they will be placed in an equivalent position elsewhere in the City as long as the minimum qualifications are met.

(B) The President and the Vice-President shall be eligible to receive any general and/or merit increase that would have been received had they remained on regular status. Classification seniority, as well as all other seniority, shall continue to accrue during this period of leave.

(C) The President and the Vice-President will be responsible for informing their supervisor when elected and in advance of reassignment. The President and the Vice-President will keep the department informed of their activities and will continue to follow vacation and sick leave requests, approval and usage policies.

ARTICLE 31 – WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as otherwise established in this Agreement.

ARTICLE 32 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 33 - CONTRACTING OUT

(A) CONTRACTING OUT: For the purposes of this Article, "contracting out" occurs when the City enters into an agreement with an individual, partnership, or corporation to perform work currently performed by one or more employee(s) in the bargaining unit(s) covered by this agreement. This Article, in part, is intended to reflect an agreement over any impacts that could occur if a decision to contract our work were made by the City.

The City possesses the right to "contract out" work currently performed by bargaining unit employees, but acknowledges that once a decision is made to contract our work that is currently being performed by bargaining unit members, the City would have to negotiate over any significant impacts that decision may have on any subjects of mandatory bargaining affecting employee covered by this agreement.

(B) DISPLACED EMPLOYEES: If any employee in the bargaining unit(s) covered by this agreement is separated from their job as a result of the City's decision to contract out work, they will be entitled to all rights under Article 21.

RATIONALE REPORTS: Prior to contracting out any work currently performed by one or more employees in the bargaining unit(s) covered by this agreement, the City will provide the CEA with a completed Rationale Report substantially similar to the one currently used by the parties.

The following contracts do not require a rationale report:

- Contracts fully funded by grant monies, enterprise funds, or other non-general fund sources;
- Contracts for services not currently performed by bargaining unit members;
- Public works projects that do not exceed $35,000;
- Public works projects that exceed $100,000 (State law).

In cases where the City is contracting our work currently performed but bargaining unit members, the CEA may request a meeting with the City to discuss the proposed contracting out, including but not limited to consideration of alternate plans in lieu of contracting out the work.

ARTICLE 34 – DURATION

This Agreement executed on _____, 2021, effective July 1, 2022, shall remain in full force until June 30, 2024 at 2400 hours and shall continue from year to year thereafter unless the City and the Association agree to change, amend, modify or terminate this Agreement pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes.

CITY OF LAS VEGAS

Vincent Zamora,
Director, Human Resources

Approved by:

Carolyn G. Goodman,
Mayor

Attest:

LuAnn D. Holmes,
City Clerk

Approved as to Form By:

Morgan D. Davis,
Assistant City Attorney

LAS VEGAS CITY EMPLOYEES ASSOCIATION, INC.

DeAndre Caruthers, President

Jason Lupiani, Vice President

Stephanie Demoleas, Secretary

Tammy McCullum, Treasurer

Paula Arias, Board Trustee

Matt Coombs, Board Trustee

Joe Sama, Board Trustee

LVCEA 2022 - 2024 Contract
Estimated Fiscal Impact

		Year 1	Year 2	Total
Article 9 - Holidays	Add one additional Holiday	$431,055	$450,452	$881,507
Article 14 - Wages*	4.5% COLA, effective July 1, 2022	$5,118,000	$5,118,000	$10,236,000
	4.5% COLA, effective July 1, 2023		$5,455,000	$5,455,000
Article 15 - Clothing and Tool Allowance	$40 increase to annual tool allowance	$5,800	$5,800	$11,600
	$50 increase to annual shoe allowance	$28,600	$28,600	$57,200
		$5,583,455	$11,057,852	**$16,641,307**

** COLA impact calculated on Base + Longevity + PERS only, and is based on employee data as of May 2022. Does not include vacant or new positions.*

LVCEA TENTATIVE AGREEMENT

June 15, 2022

Submitted at Meeting
Date: 6/15/2022 Item: 44
Submitted by: Staff

Background

- LVCEA bargaining unit represents approximately 1201 employees
- Negotiations started in March 2022
- Total of 5 meetings through April 2022
- Tentative Agreement for 2-year contract reached on May 19, 2022
- LVCEA Membership ratified Agreement on June 7, 2022
- Two-year agreement: July 1, 2022 – June 30, 2024

Changes with Fiscal Impact

- Article 9 Holidays – Add Juneteenth to list of holidays
- Article 14 Wages
  - Year 1: CPI (2-3%) plus 1.5% = 4.5% COLA
  - Year 2: CPI (2-3%) plus 1.5% = 4.5% COLA
- Article 15 Clothing and Tool Allowance
  - Increase tool allowance by $40 per year
  - Increase safety shoe allowance by $50 per year

Fiscal Impact

Estimated Fiscal Impact of 2-Year Agreement	$16,641,307

Recognition

The City would like to thank the LVCEA Negotiating Team:

- DeAndre Caruthers
- Jason Lupiani
- Tammy McCullum
- Stephanie Demoleas
- Paula Arias-Honorato
- Joe Sama
- Mathew Coombs

Questions?

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
45

DEPARTMENT: Community Services **DISCUSSION**
DIRECTOR: Kathi Thomas

SUBJECT:
Discussion for possible action regarding a Disposition and Development Agreement (DDA) between the City of Las Vegas, and OVATION DESIGN AND DEVELOPMENT, INC., a Nevada corporation and COORDINATED LIVING OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation (collectively the "Developer") for the sale and development of the real property for the purposes of facilitating economic development within the City pursuant to Nevada Revised Statute 268.063 by constructing residential affordable housing located at the northwest corner of North Decatur Boulevard and West Rome Boulevard, APN 125-24-701-041 - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Developer submitted a proposal to purchase and develop the vacant parcel (APN 125-24-701-041) located at the northwest corner of North Decatur Boulevard and West Rome Boulevard into a 276-unit affordable family rental development consisting of 238 apartments and 38 stand-alone 'tiny homes', along with landscaping, courtyards, walking paths, recreational facilities and carport parking throughout the project. The DDA outlines not only the sale of the real property but also the development process.

RECOMMENDATION:
Staff recommends approval and authorization for the Mayor to execute the DDA and any related documents, as approved as to form by the City Attorney, related to finalize the transaction.

BACKUP DOCUMENTATION:
1. Disposition and Development Agreement (includes Exhibits A-D)
2. Exhibit E
3. Exhibits F-J
4. Site Map - Decatur & Rome
5. Submitted at Meeting - PowerPoint Presentation by Staff

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "*Agreement*") is entered into as of the ___ day of _____, 202___, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "*City*") and OVATION DESIGN AND DEVELOPMENT, INC., a Nevada corporation and COORDINATED LIVING OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation (collectively the "*Developer*"). City and Developer are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WITNESSETH:

WHEREAS:

A. The purpose of this Agreement is to facilitate Affordable Housing (hereinafter defined) for the community and to accomplish the sale to, and purchase by an Affiliate entity created and controlled by an Affiliate of the Developer of the Property as hereinafter described, which will lead to the creation of Affordable Housing and positive economic development including without limitation the establishment of affordable residential housing needed to support the establishment of new commercial enterprises or facilities and/or the expansion of existing commercial enterprises or facilities.

B. The development of the of the Property as hereinafter described pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety and welfare of its residents.

C. The City is the owner of an approximately 9.45 acre vacant real property site on the corner of North Decatur Boulevard and West Rome Boulevard with APN 125-24-701-041 (the "*Property*" or "*Site*"), as shown on the Map of the Property attached hereto as Exhibit "A", and is more particularly described in the Legal Description of the Property attached hereto as Exhibit "B".

D. The portions of land that now comprise the Property were conveyed to the City from the United States through a combination of Patent No. 27-99-0010 ("*Patent 1*") and Patent No. 27-2003-0056 ("*Patent 2*").

E. In order to facilitate the orderly development of Affordable Housing, Patent 2 stated that the Property is subject to reversion to the United States if the Property ceases to be used for affordable housing or for a purpose related to affordable housing. Developer acknowledges receipt of Patent 1 and Patent 2, and agrees to comply with the conditions of the patents.

F. The City desires to convey to Decatur Rome, LLC, a Nevada limited liability company, an Affiliate formed and controlled by an Affiliate of the Developer (hereafter the "Owner"), and the Developer desires to cause the Owner to accept conveyance from the City, the Property pursuant to the terms and conditions set forth in this Agreement.

G. In response to RFP No. 210098-SK, Developer intends to construct a 276-unit affordable family rental development consisting of 238 apartments and 38 stand-alone Tiny Homes, along with

landscaping, courtyards, walking paths, recreational facilities and carport parking throughout the Property (the "*Project*").

H. The Property will be conveyed to Owner by City for the nominal consideration of One Dollar ($1.00) each on the conditions that (i) Owner will develop Affordable Housing on the Property and (ii) if Owner does not commence or complete construction of the Project as set forth in the Project DSLURS (hereinafter defined), City shall have the right to exercise the rights under the Project DSLURs.

I. City and Developer mutually desire to enter into this Agreement to set forth their agreements as to the conveyance of the Property to Owner and the development of the Project.

NOW, THEREFORE, in consideration of the terms, covenants, conditions, and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between the Parties that the foregoing recitals are true and correct, and further agreed as follows:

1. GENERAL PROVISIONS.

1.1 Developer and the City acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective Parties and are an integral part of this Agreement.

1.2 By executing this Agreement, City agrees to convey the Property to Owner for the sole consideration of One Dollar ($1.00) and Developer shall have Owner execute any and all documents required and approved by the City so that Owner agrees to accept conveyance of the Property to develop the Project, subject to the terms and conditions set forth in this Agreement.

1.3 Definitions.

"*Additional Objections*" shall have the meaning set forth in Section 11(b).

"*Affiliate*" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

"*Affordable Housing*" means a for rent multi-family apartment and/or Tiny Homes rental housing project for Low-Income Families.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*AMI*" means Area Median Income.

"*Appraisal Cost*" has the meaning set forth in Section 4.

"*City*" has the meaning set forth in the opening paragraph of this Agreement and City's permitted successors and assigns.

"*City Council*" means the city council of the City of Las Vegas.

"*Close of Escrow*" and/or "*Closing*" means the consummation of the acquisition by Developer of fee title to the Property, which shall be evidenced by the recording of a Deed in the Official Records, Clark County, Nevada.

"*Closing Date*" has the meaning set forth in Section 10.1.

"*Completion of Construction*" shall have the meaning set forth in the Project DSLURS.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, 51% or more of the voting interests in a Person or the governing body of such Person.

"*County*" means Clark County, Nevada, a political subdivision of the State of Nevada.

"*Deed*" means City's Grant, Bargain and Sale deed in the form of Exhibit "C" attached hereto.

"*Developer*" has the meaning set forth in the opening paragraph of this Agreement and Developer's permitted successors and assigns.

"*Due Diligence Authorized Parties*" has the meaning set forth in Section 14.1(a)(i).

"*Effective Date*" has the meaning set forth in Section 25.

"*Employment Plan Policy*" means that City Employment Policy attached hereto as Exhibit "H".

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

"*Environmental Law*" means, to the extent applicable to the Site, any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

"*Escrow*" has the meaning set forth in Section 9.1.

"*Escrow Agent*" has the meaning set forth in Section 9.1.

"*Feasibility Review Period*" has the meaning set forth in Section 14.1.

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, the City, the County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Site (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving any development on the Site.

"*Hazardous Substance*" means all contaminants, pollutants, chemicals, substances, products, constituents, wastes, and other materials of any nature whatsoever, whether located in soil (including soil gas) or water (including groundwater, surface water, and well water): (1) which are or become listed, regulated, or addressed pursuant to any of the following federal statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, *et seq.* ("HMTA"); the Resource Conversation and Recovery Act, 42 U.S.C. section 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. section 2601, *et seq.* ("TSCA"); the Clean Air Act, 42 U.S.C. section 7401, *et seq.*("CAA"); the Clean Water Act, 33 U.S.C. section 1251, *et seq.* ("CWA"); the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. section 136 *et seq.* ("FIFRA"); the Atomic Energy Act of 1954 ("AEA") and Low-Level Radioactive Waste Policy Act ("LLRWPA"), 42 U.S.C. section 2014 *et seq.;* the Nuclear Waste Policy Act of 1982, 42 U.S.C. section 10101 *et seq.* ("NWPA"); and the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. section 11001 *et seq.* ("EPCRA"); (2) which are or become listed, regulated, or addressed pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree applicable to the Site regulating, relating to or imposing liability (including, but not limited to, response, removal and remediation costs) or standards of conduct or performance concerning any hazardous, extremely hazardous, toxic, dangerous, restricted, or designated waste, substance or material, as now or at any time hereafter may be in effect; (3) which are explosive, corrosive, reactive, ignitable, toxic, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment; (4) which are or contain oil, gasoline, diesel fuel or other petroleum hydrocarbons, and are present on the Site in quantities in violation of Environmental Laws; or (5) which are or contain lead, arsenic, other metals, volatile organic compounds, semi-volatile organic compounds, polycyclic/polynuclear aromatic hydrocarbons, polychlorinated biphenyls, asbestos, radioactive materials, or radon gas. Notwithstanding the foregoing, Hazardous Substances shall not include lawful conditions permitted by an Operations and Management (O&M) Program or the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials, petroleum products, household products, paints, solvents, lubricants and other materials customarily used in the construction, operation, maintenance or use of comparable multifamily properties, (2) cleaning materials, household products, personal grooming items and other items sold in prepackaged containers for consumer use and used by tenants and occupants of residential dwelling units in the Property, and (3) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the Property's parking areas, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with the aforementioned, or otherwise applicable, hazardous materials laws and regulations.

"*HOME Program*" means HUD's Home Investment Partnership Program under 24 CFR 92.

"*HUD*" means the United States Department of Housing and Urban Development.

"*Indemnitor*" has the meaning set forth in Section 8.

"*Liabilities*" means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

"*Low-Income Families*" means families whose incomes do not exceed 80 percent of the median income for the area (AMI), as determined by the Secretary of Housing and Urban Development (HUD) with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs for fair market rents, or unusually high or low family incomes (See Cranston-Gonzalez National Affordable Housing Act, Section 12704). The income of a household when it initially qualifies for occupancy is determined by using HUD's HOME Program Income Guidelines.

"*NRS*" means Nevada Revised Statutes, as amended from time to time.

"*Party*" has the meaning set forth in the preamble to this Agreement.

"*Parties*" has the meaning set forth in the preamble to this Agreement.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Phase*" has the meaning as determined pursuant to Section 5(b).

"*Project*" as described in Section 5 below.

"*Project DSLURS*" means those Declaration of Special Land Use Restrictions in the form of Exhibit "G" attached hereto.

"*Proposed Member*" means an institutional real estate investor that owns a direct interest in the Developer and may possess veto or consent rights over certain major decisions.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Redevelopment Plan*" means the provisions of the Redevelopment Plan which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218 as it has and may be subsequently amended.

"*Releasing Parties*" has the meaning set forth in Section 14.4(c).

"*Required Approvals*" means all approvals and permits necessary under the Requirements for the development, construction and operation of the Project, including without limitation, the issuance of a building permit for the construction of the Project.

"*Requirement*" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over Developer (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

"*Schedule of Performance*" means the schedule of performance set forth in Exhibit "F" attached hereto, as it may be amended from time to time, subject to extension due to Unavoidable Delays.

"*Site*" has the same meaning as Property.

"*Site Plan*" has the meaning set forth in Section 6.2(b)

"*Scope of Development*" has the meaning set forth in Section 6.2(b)

"*Survey*" has the meaning set forth in Section 11(a).

"*Tiny Homes*" means a stand-alone dwelling unit 400 SF or less in floor area, excluding any loft area but incorporating windows, skylights and sliding doors that open to private back porches; and shall be constructed with the following: (1) permanent foundation, (2) electrical power service, (3) natural gas from the utility provider, (4) potable water supply from a municipal or approved source, compliant to IFC 507, (5) water discharge to an approved source, (6) residential fire sprinkler in accordance with NFPA 13-D or IRC 2904 as adopted by City of Las Vegas ordinance, (7) heating appliance(s) require by construction codes, (8) air condition design parameter (see County standard), (9) Civil Submittal per established standards including fire department access per IFC 503. Site built construction inspected by the AHJ as required. If applicable, off-site construction of the Tiny Homes will require manufacturer to obtain State of Nevada permits and Required Approvals for structures greater than 400 SF. Buildings less than 400 SF manufactured off site shall be coordinated with the Department of Building & Safety and the Fire Prevention Bureau of the Department of Fire & Rescue for approval of offsite construction activities to ensure quality construction processes are provided that comply with statutory requirement for construction inspection during the construction process.

"*Title Policy*" has the meaning set forth in Section 12.

"*Unavoidable Delays*" means delays or stoppages of work due to any of the following (provided that such delay is beyond a Party's reasonable control): war, sabotage, insurrection, civil commotion, strikes, labor disputes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, COVID -19, acts of a public enemy, acts of terrorism, epidemics, disease, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, a moratorium or any regulatory policy which impedes or precludes private development on the Site, unavailability or failure of utilities, mechanical failure of equipment, material shortages, labor shortages resulting directly from general market shortages, criminal acts of an un-Affiliated third party, any force majeure event under the general contractor's construction contract so long as such force majeure event was not caused by the Developer or general contractor, work stoppage or slowdown as

a result of the failure of building inspectors or fire marshals to reasonably process approvals other than as a result of action or inaction of Developer, acts or failure to act of any public or governmental agency or entity or a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party. Any delay resulting from Hazardous Substances disclosed in environmental reports prepared on the Site prior to Close of Escrow shall not constitute Unavoidable Delay. Such Party shall use reasonable good faith efforts to notify the other Party not later than eight (8) business days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

"*Universal Design Standards*" will mean the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design (The Center For Universal Design, 1997).

2. THE SITE.

2.1 The Site is comprised of approximately 9.45 acres of vacant real property presently owned by the City. The Site consists of one contiguous parcel within the City located on the corner of North Decatur Boulevard and West Rome Boulevard with APN 125-24-701-041, as shown on the Map attached hereto as Exhibit "A", and is more particularly described in the Legal Description of the Property attached hereto as Exhibit "B". As part of the development of the Site, the Developer does not intend to record a subdivision map with respect to the Site for the purposes of subdividing the Site into two (2) or more parcels.

3. PARTIES TO THE AGREEMENT.

3.1 City. The City is a municipal corporation duly formed and organized under the laws of the State of Nevada. The office of the City is located at City Hall, 495 South Main Street, Las Vegas, Nevada 89101. City shall have the right to assign City's interest under this Agreement (i) to an Affiliate thereof, provided, however, that such assignee agrees in writing to assume all of City's obligations under this Agreement and agrees to make the same representations as those set forth in Section 7.1 as of the date of the Close of Escrow. Upon such assignment and assumption, City shall have no further obligations or liabilities under this Agreement arising from and after the date of such assignment and assumption.

3.2 Developer. The Developer is OVATION DESIGN AND DEVELOPMENT, INC., a Nevada corporation and COORDINATED LIVING OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation. Wherever the term "Developer" is used herein, such term shall include OVATION DESIGN AND DEVELOPMENT, INC. and COORDINATED LIVING OF SOUTHERN NEVADA, INC. both jointly and severally, and any permitted assignee as herein provided. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "I", all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer. Developer shall provide City with written notification of any material change in the above disclosure within fifteen (15) days of any such change. The Developer's obligations set forth in this section shall expire upon Completion of Construction.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to the City, and it is because of such qualifications and identity that City has entered into this Agreement with Developer. Developer and City agree that, prior to Completion of Construction:

(a) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under the Site or this Agreement except as expressly set forth herein.

(b) Developer shall not directly or indirectly transfer or assign all or any part of the Site or this Agreement without the prior written approval of City, which approval may be withheld at City's sole discretion. Developer agrees that a transfer of the direct or indirect interests in Developer shall constitute a transfer or assignment of Developer's interest in this Agreement.

(c) Notwithstanding the foregoing, Developer may admit a Proposed Member into the Developer so long as:

(i) Developer provides written notice to City along with a disclosure of principals of the Proposed Member as set forth in Section 3.2;

(ii) the sole purpose of the admission of the Proposed Member is in connection with the raising of capital for the financing of the development of the Project;

(iii) the Proposed Member's interest in Developer does not violate the City Council's conflict of interest requirements with respect to transactions of the type contemplated by this Agreement;

(iv) the Proposed Member does not violate City's customary criminal background checks; and

(v) Any authorized successor in interest of Developer and/or in the Site must have Developer directly or indirectly maintaining full management control of the Site and Project in all respects, and Developer must maintain at least a 0.005 percent interest in said authorized successor in interest.

(d) Nothwithstanding 3.3(b) above, City hereby pre-authorizes assignment of the Developer's obligations under this Agreement to the Owner as such term is defined in Recital F hereto, at such time and on such terms as may be mutually agreed by the parties, provided such transfer and assignment occur at or before the Closing. At such time, all references in this Agreement to Developer shall be construed to refer to Owner.

(e) Any change (voluntary or involuntary) in the membership, management or control of Developer and/or ownership of the Site except as expressly provided herein shall be an event of default of Developer under Section 23.1 of this Agreement.

(f) City shall have thirty (30) days after Developer (i) gives written notice to City of a proposed Site ownership change and/or admission of a Proposed Member into Developer and (ii) provides City with such information as reasonably required by City to make an informed decision to review and approve such assignment or transfer. Failure of City to disapprove any proposed assignment or transfer in writing within such thirty (30) day time period shall constitute approval thereof by City unless approval

of the City Council is required in which case the time for such approval will be extended in order to comply with the required and customary procedures for obtaining approval of the City Council.

(g) Notwithstanding any other provision in this Agreement, (i) the City consents to the transfer of the Proposed Member's interest in the Owner to affiliates of the Proposed Member of Owner ("Investor Member") provided said Investor Member is in compliance with Section 3.3(c); and (ii) the City consents to the removal of the managing member of Owner for cause under the Owner's Operating Agreement; provided, that the replacement managing member shall be acceptable to the Investor Member of Owner; further provided that the City hereby approves an affiliate of the Investor Member of Owner as a replacement managing member provided said Investor Member is in compliance with Section 3.3(c). The foregoing transfers shall not trigger any event of default or purchase option under this Agreement. Owner must provide notice of such transfer to the City at least five (5) days prior to the transfer.

4. ACQUISITION OF THE SITE.

City agrees to convey to Developer, and Developer agrees to accept the conveyance of, the Property/Site on the terms and subject to the conditions provided herein. The Property/Site will be conveyed to Developer for the nominal consideration of One Dollar ($1.00) but in consideration for the agreement of Developer to construct the Project. Developer acknowledges that the City was required to obtain an MAI appraisal of the Site under NRS in connection with this Agreement at cost of $2,000.00 (the "*Appraisal Cost*"). Developer agrees to reimburse the Appraisal Cost to City at the Close of Escrow.

5. PROJECT.

(a) Developer agrees that the project to be developed by Developer will be in conformance with the "Scope of Development" attached hereto as Exhibit "E" and will consist of an Affordable Housing development (the "*Project*"). Subject to all provisions of this Agreement, the Project to be constructed on the Site shall consist of a planned 276-unit affordable family rental development, including 38 stand-alone Tiny Homes. The Project will provide a state-of-the art, energy efficient, high-quality lifestyle, full of social interaction and stimulating indoor and outdoor activities at an affordable price to working families. All of the Project units shall be Affordable Housing available to Low-Income Families, with an aspirational goal by Developer that 176 units (63.8%) will be affordable to families at or below 49% of AMI, and 100 units (36.2%) will be affordable to families at or below 59% of AMI. The weighted average income targeting and rent level for all of the Project units will be approximately 52.6% of AMI. The Developer may also explore the "Average Income Test" allowed under the tax credit program to create true mixed-income rental housing, ranging from 30% to 80% of AMI. The Project shall be developed in accordance with the Site Plan and the Scope of Development, including without limitation the following:

(i) The Project will include 190 units in an "E"-shaped three- and four-story building and 48 units in two three-story buildings. The Project also includes 38 Tiny Homes.

(ii) The Project will include extensive landscaping, courtyards, walking paths and recreational facilities as well as carport parking throughout the Project, with many spaces convenient to the front entrances of units. The Mediterranean-style design should incorporate color and architectural details (trellises, columns, shutters, awnings, etc.) to break up the massing of buildings and increase its curb appeal.

(iii) Approximately 2.5 acres of the Site will be devoted to the Tiny Homes, which will include a central community clubhouse with laundry and a living room.

(iv) The Project will be LEED-Gold certified and built to Universal Design Standards to promote accessibility and aging in place. The buildings will include high efficiency heating and cooling equipment including EnergyStar appliances, low-E vinyl thermal pane windows, high R-value wall and attic insulation. The Project will promote sustainable building techniques using low- or no-VOC paints, carpeting, padding, and adhesives, and formaldehyde-free particleboard and will promote water conservation with low-flow fixtures and extensive xeriscape landscaping. The apartment units may also propose the installation of water filters and water softeners with reverse osmosis. The Project will also have tankless water heaters. Apartment unit amenities will include:

- Open Floor Plans,
- Chef-Inspired Kitchens,
- Granite or Quartz Countertops,
- Hard Surface Flooring,
- Ample Cabinet Space,
- Full Kitchen Appliance Package,
- Luxurious Bathrooms, and,
- Accessible Showers.

The apartment units will also include an array of security measure to ensure that residents at the Project are secure and safe. Security features to be installed include indoor and outdoor surveillance cameras, pass-code entry system, motion sensors, alarm systems, gated entrance, light in all hallways, walkways, parking lots, and stairwells, and smoke detectors.

(v) Interior common space amenities for the apartment units will include a food pantry, business center as well as classroom and facilities for meetings and social gatherings. The large building will also contain a fitness room, kitchen, and a game area. The campus will include a separate one-story clubhouse also available to residents. Common area laundry facilities and a reading/media room are also anticipated. Residents will have access to an on-site ATM machine as well as access to WIFI and basic cable free of cost in all common area spaces.

(vi) Outdoor amenities for the apartment units will contain a swimming pool and jacuzzi as well as diverse outdoor recreation areas, including a playground and pet park. Outdoor spaces will include extensive landscaping, picnic tables, benches and barbecues, as well as carport parking for residents. Developer will also provide an on-site bus stop if allowed by the RTC.

(b) The Parties agree that the Project will be built in one phase ("Phase") in accordance with the Schedule of Performance.

(c) All of the Project units shall meet Americans with Disabilities Act and Fair Housing Act accessibility Requirements in order to make the Project accessible to people of all racial and ethnic backgrounds, as well as people of all physical abilities. In carrying out its marketing program, Developer shall not discriminate on the basis of race, color, creed, religion, gender, sexual preference, national or

ethnic origin, citizenship, age, disability, ancestry, class, marital status, or any other basis prohibited by law.

6. SITE DEVELOPMENT.

6.1 Generally; City Employment Plan Policy.

(a) All of the costs for all permits and Required Approvals for the development of the Project shall be borne exclusively by Developer. Developer acknowledges and agrees that all such permits or Required Approvals must be issued by the respective agency having approval authority over the Project.

(b) Developer agrees that the construction of the Project will be in compliance with the Employment Plan Policy and that Developer has reviewed the Employment Plan Policy and is familiar with its provisions. Developer shall submit to the City an employment plan in accordance with the Employment Plan Policy. The Developer shall deposit with the City an amount equal to 10% of the value of incentive as agreed upon between City and Developer. As set forth in Section 10.2(b), the finalization of the Employment Plan is a condition of City's obligation to the Closing.

(c) Failure of Developer to comply with the terms of the Employment Plan Policy and its related reporting requirements shall not cause this Agreement to be terminated because of such default, but City may, at City's sole discretion, retain Developer's deposit as set forth in Section 9.2(a)(i) (or a portion thereof) as liquidated damages for said default. Retention of all or a portion of Developer's deposit by the City shall be the City's exclusive remedy and shall satisfy all liability for such default of Developer of the Employment Plan Policy and its related reporting requirements. The Parties acknowledge and agree that the sums payable above shall constitute liquidated damages and not penalties. The Parties further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any failure by the Developer to comply with the terms of the Employment Plan Policy and its related reporting requirements, and (iii) one of the reasons for the Parties reaching an agreement as to such maximum amount was the uncertainty and cost of litigation regarding the question of actual damages.

6.2 Schedule of Performance. Developer covenants to proceed with the entitlement, permitting and development of the Project in strict compliance with the Schedule of Performance (as may be extended due to Unavoidable Delays). Developer agrees that in the event it fails to proceed with the development of the Project as set forth in the Schedule of Performance and meet the milestones set forth in the Schedule of Performance (as may be extended due to Unavoidable Delays), Developer will be in default of this Agreement as set forth in Section 23.1. In connection therewith, Developer agrees:

(a) The Developer shall carry out the construction of the Project improvements in conformity with all applicable Requirements.

(b) The Project will be built in accordance with the preliminary Site Plan attached hereto as Exhibit "D". Developer shall submit the final Site plans as set forth in the Schedule of Performance which will be subject to City's approval within the time set forth in the Schedule of Performance. The Site will be developed in conformance with the "*Scope of Development*" attached hereto as Exhibit "E" within the time set forth in the "*Schedule of Performance*" attached hereto as Exhibit "F".

Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to the City for review and written approval basic concept drawings and related documents containing the overall plan for development of the Project including the general building layouts, site coverage, parking, landscaping and architectural renderings for the Project. The basic concept drawings shall conform to this Agreement, including the Scope of Development and this Section 6. The City shall approve or disapprove of the basic concept drawings within the time established in the Schedule of Performance. If the City shall fail to approve the basic concept drawing within such time, all subsequent time periods in the Schedule of Performance (save and except for the outside Close of Escrow date) shall be extended by the number of additional days required to obtain such approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the basic concept drawings and related documents except as changes may be mutually agreed upon between the Parties. Any such changes shall be within the limitations of the Scope of Development.

(c) The Project will be developed within the time schedule set forth herein and in the Schedule of Performance. Developer agrees that, in all events, (i) within thirty (30) days after the Closing, the Developer will begin construction and will complete such construction within twenty-four (24) months after commencement of construction, as evidenced by the City's issuance to the Developer of a Certificate of Completion, the form for which is attached hereto as Exhibit "J". Commencement of construction shall be evidenced by the pulling of a grading permit and the commencement of grading by Developer for the Project, as determined by an inspection completed by the City's Building Official, or by his designee. Both commencement of construction and completion of construction will be extended by Unavoidable Delay.

(d) The Developer will be responsible for the installation, at its expense, of all onsite and offsite improvements required by all applicable local, state, and federal laws in connection with the development of the Project, including, but not limited to, sidewalks and driveways, on-site utilities, sewer lines, and other on site improvements.

(e) The Developer shall complete and submit to the City an application for a site development plan review for a Site Plan consistent with the basic concept drawings.

6.3 City Obligations.

(a) Developer agrees that City, the City or any Affiliates thereof shall not have any obligation whatsoever, under this Agreement, to contribute any funds or other subsidies or construct any improvements in connection with the development of the Project.

(b) The City shall sign all required permit applications during its period of ownership of the Site required for the development of the Project, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the site development plan review application, and preparation of architectural plans, civil plans, structural plans, mechanical plans, electrical plans, plumbing plans, or any other plans required by the Requirements necessary to complete the Project through certificate of occupancy. The Developer also agrees to assume the cost of any application or other connection fees due to the City or any other local, state, or federal agency or organization having regulatory authority over the Project, including, but not limited to, Las Vegas Valley Water District, Southern Nevada Water Authority, NV Energy and Southwest Gas.

(c) Developer agrees that no obligation assumed by or imposed upon City by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against City

shall require the payment of money by City, or the performance of any action by City, the performance of which requires money from City, except to the extent that funds are available for such payment or performance from City appropriations therefor lawfully made by the City. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies or the performance of any obligations of City under this Agreement.

(d) Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by the City of their governmental powers (including but not limited to, police, regulatory and tax powers) with respect to the Developer or the Property to the same extent as if City was not a party to this Agreement or the transactions contemplated by this Agreement. Further, nothing in this Agreement is intended, nor will it be construed, to waive any claims of sovereign governmental immunity on the part of the City.

6.4 Project DSLURS. Developer agrees to enter into the Project DSLURS at the Close of Escrow which will be recorded against the entire Property. Developer acknowledges that the Project DSLURS are required by City in consideration of City's agreement to convey the Property to Developer for a One Dollar ($1.00) consideration and that the Project DSLURS will govern the development of the Project and provide City with the rights to have the Property reconveyed to the City in the event that Developer does not commence construction or complete construction of the Project, as further set forth in the Project DSLURS.

6.5 Developer Reporting. Developer agrees to provide monthly written updates setting forth the current status of the development of the Project, including the status of the milestones set forth on the Schedule of Performance. In addition, Developer agrees that, if requested by City, its representatives shall no less than once a year appear at meetings of the City Council to report on the status of Developer's efforts in connection with the Project.

6.6 Financing. Developer agrees that it is a condition to City's obligation to close the sale of the Property to Developer that Developer has in place the necessary financing for the construction of the entire Project to be constructed, and in the event that such financing is not in place, City will not be required to close the sale of the Property. No later than thirty (30) business days prior to Close of Escrow, Developer shall submit to City written and documentary evidence requested by City and satisfactory to City demonstrating that Developer has firm and binding commitments for the financing as described immediately above necessary to pay all the costs of the construction of the entire Project, provided, however, that the terms and conditions of such financing are subject to Developer's sole and complete discretion in all respects of Developer (the "*Project Financing*"). Developer also agrees (i) to provide City copies of any final term sheets and loan documents which Developer has negotiated with equity and financing parties for the Project Financing as such term sheets and loan documents become available, provided that Developer is not under any legal obligation preventing disclosure of such terms sheets or loan documents and (ii) to keep City reasonably informed by written report of the status of the Project Financing.

6.7 Good Faith Deposit. Concurrently with the execution of this Agreement by the Developer, the Developer shall deliver to the City a deposit in the form of either cash or a cashier's check in the amount of Ten Thousand and Zero Hundredths Dollars ($10,000.00). Such amount shall be retained by the City as the Developer's deposit under this Agreement (the "Good Faith Deposit") and shall serve as security for the performance of the obligations of the Developer under this Agreement prior to any return of the Good Faith Deposit to the Developer.

Following the execution of this Agreement by the Developer and prior to the execution by the City, any attempted revocation of Developer's offer to enter into this Agreement or any attempted material modification of the terms hereof without the consent of the City shall entitle the City to retain the Good Faith Deposit.

Upon termination of this Agreement by the City as provided in Section 23 hereof, or termination by posting a bond or the issuance of the Certificate of Completion for the Project, the Good Faith Deposit shall be returned to the Developer or retained by the City as liquidated damages to which the City is entitled under this Agreement. Upon issuance of a Certificate of Completion for the Project, the Good Faith Deposit shall be returned to the Developer within thirty (30) days.

If the Developer is in default with respect to any material provision of this Agreement, the City may, but shall have no obligation to, use the Good Faith Deposit or any portion of the Good Faith Deposit to cure such default or to compensate the City for any expense or damage sustained by the City and resulting from such default. If this Agreement has not been terminated as a result of such default, the Developer, on demand from the City, shall promptly restore such Good Faith Deposit to the full amount required by this Section. Prior to City's seeking recourse against the Good Faith Deposit, the City shall provide the Developer with five (5) business days written notice and an opportunity to cure same.

7. REPRESENTATIONS AND WARRANTIES.

7.1 City's Representations. City represents and warrants that as of the date hereof and as of the date of the Close of Escrow for the acquisition of the Property:

(a) City has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) By proper action of City, City's signatories have been duly authorized to execute and deliver this Agreement, and all documents and instruments contemplated by this Agreement.

(c) The execution of this Agreement by City does not violate any provision of any other agreement to which City is a party.

(d) Deleted.

(e) To City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Property.

(f) To City's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Property or against City which would inhibit City's ability to perform its obligations under this Agreement.

(g) City is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. City is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

As used in this Agreement, the term "City's actual knowledge" means the actual knowledge of the City Manager of the City.

7.2 Developer's Representations. Developer represents and warrants to City that as of the date hereof and as of the date of the Close of Escrow for the acquisition of the Property:

(a) Developer OVATION DESIGN AND DEVELOPMENT, INC., is a domestic corporation duly organized and existing under the laws of Nevada and, as of the date of the Close of Escrow, shall be qualified to do business in the State of Nevada.

(b) Developer COORDINATED LIVING OF SOUTHERN NEVADA, INC. is a domestic non-profit corporation duly organized and existing under the laws of Nevada and, as of the date of the Close of Escrow, shall be qualified to do business in the State of Nevada and is an IRS 501(c)(3) non-profit corporation.

(c) Developer has all requisite power and authority to carry out business as now and whenever conducted in connection with the Project and to enter into and perform its obligations under this Agreement and all documents and instruments contemplated by this Agreement.

(d) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement and all documents and instruments contemplated by this Agreement.

(e) The execution of this Agreement and all documents and instruments contemplated by this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

(f) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

(g) Neither Developer nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(h) To Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement and all documents and instruments contemplated by this Agreement.

(i) Developer hereby represents and warrants to City that (a) Developer is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "*ERISA*") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Developer is acquiring the Property for Developer's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by City and the closing of this Agreement between Developer and City. City shall not have

any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Developer's representation is found to be false or misleading in any respect.

(j) Developer is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Developer is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

8. BROKERS.

Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

9. ESCROW AND CLOSING.

9.1 Escrow and Escrow Instructions. City and Developer agree to open an escrow account ("*Escrow*") with First American Title Insurance Company, ("Title Company"), Attention: Brenda Burns, Sr. Escrow Officer, at 2500 N. Buffalo Drive, Suite 150, Las Vegas, Nevada 89128, (702) 251-5167 (direct), (702) 938-1875 (direct fax), Email: bburns@firstam.com, as escrow agent ("*Escrow Agent*"), within five (5) business days after both Parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of City and Developer for the Close of Escrow for the Property, and a fully executed copy of the Agreement shall be delivered to Escrow Agent upon the opening of Escrow. City and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to City and to Developer after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

9.2 Developer's Escrow Deposits.

(a) Not later than one (1) business day prior to Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) immediately available funds in (i) an amount of (One Dollar ($1.00) plus and amount equal to any prorations due from Developer pursuant to Section 13 below and (ii) the amount of $100,000.00 which are the deposits required under the Employment Plan Policy, payment of which shall be made by wire transfer of immediately available funds to the account of the Escrow Agent;

(ii) three (3) original copies, duly executed and acknowledged by Developer of the Project DSLURS;

(iii) Developer's certificate signed by the President of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(iv) Developer shall execute and deliver to the Title Company a Purchaser's Closing Statement, in conformity with the terms of this Agreement; and

(v) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) Developer shall deposit into Escrow and shall pay the following fees, charges and costs after Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not later than one business day prior to the scheduled date for a Closing:

(i) all of the ALTA Standards owner' policy of title insurance, any additional premium of ALTA extended title insurance and any endorsements requested by Developer;

(ii) all of fees of Escrow Agent and all of the recording costs of the Deed and the Project DSLURS;

(iii) any inspection fee charged in connection with the ALTA Extended Policy;

(iv) all of the real property transfer taxes applicable to the sale, if any;

(v) all costs relating to the Survey; and

(vi) in connection with the Closing, the amount of the Appraisal Cost reimbursement.

9.3 City's Escrow Deposits.

(a) Not later than one (1) business day prior to the Closing, City will deposit with Escrow Agent the following:

(i) the Deed duly executed and acknowledged by City;

(ii) three (3) original copies, duly executed and acknowledged by City of the Project DSLURS;

(iii) a non-foreign transferor certificate in customary form duly executed by City;

(iv) City's certificate signed by the Mayor of the City or her duly appointed agent that all of City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(v) A State of Nevada Declaration of Value Form, which shall be recorded with the Deed at Closing;

(vi) Seller shall execute and deliver to the Title Company a Seller's Closing Statement, in conformity with the terms of this Agreement, and otherwise in form satisfactory to Seller; and

(vii) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) City shall be charged with the following fees, charges and costs after Escrow Agent has notified City of the amount of such fees, charges and costs, which shall be deducted from City's proceeds at the Close of Escrow:

(i) ad valorem taxes, if any, upon the Property for any time prior to conveyance of title; and

(ii) any prorations due from City pursuant to Section 13 below.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. On the Closing Date, following receipt of authorization from City and Developer, Escrow Agent is authorized and instructed to:

(a) Record the Deed and the Project DSLURS.

(b) Deliver to Developer the Title Policy for the Property.

(c) Distribute the purchase price, Appraisal Cost reimbursement, and Employment Plan Policy deposits as applicable.

(d) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to City: (i) a copy of the Deed as recorded; (ii) the original recorded Project DSLURS; (iii) plain copies of the real property transfer tax declaration; and (iv) the original of Developer's certificate as to its representations and warranties; and

(b) to Developer: (i) the original of the Deed as recorded; (ii) Project DSLURS, in counterparts; (iii) plain copies of the real property transfer tax declaration; (iv) the original of

the Non-Foreign Transferor Declaration; and (v) the original of City's certificate as to its representations and warranties.

9.7 Funds. All funds received in Escrow shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check of Escrow Agent or by wire transfer. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Developer under this Agreement shall be for the benefit of Developer.

9.8 Escrow Cancellation. If Escrow is not in a condition to close before the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) business days after Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both City and Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of City or Developer to the respective rights and remedies granted to them pursuant to Section 6.7 above or Section 17 below.

9.9 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by both City and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to City or Developer shall be directed to the addresses and in the manner established in Section 24.5 below for notices, demands and communications between City and Developer.

9.10 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it is limited to the obligations imposed upon it under this Agreement.

10. CONDITIONS TO CLOSE OF ESCROW.

10.1 Closing Date and Conditions to Developer's Obligation to Close. The Parties agree that (i) the Closing for the Property shall occur no later than twenty four (24) months after the Effective Date (the "*Closing Date*"). Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with a Close of Escrow is subject to the fulfillment or waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer and which shall be fulfilled or waived by Developer at its sole discretion prior to a Close of Escrow:

(a) Deleted;

(b) City shall not be in violation of any of its material obligations under this Agreement, including, without limitation, City having executed, acknowledged where required, and

deposited with Escrow Agent all of the documents and deposits required to be delivered and made by City as required herein;

(c) Escrow Agent is prepared to issue the Title Policy as required herein; and

(d) City's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.2 Conditions to City's Obligation to Close. Notwithstanding any other provision of this Agreement, City's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by City of each of the conditions precedent described below, which are solely for the benefit of City and which shall be fulfilled or waived by City at its sole discretion prior to such Close of Escrow:

(a) The Developer submitted to the City of Las Vegas Planning Department, Public Works Department, and Department of Building & Safety all necessary applications for review and received approval of architectural plans, mechanical, electrical, and plumbing plans, site utility plans, landscaping plans, and structural plans necessary for pulling a building permit to commence construction of the Project. The Developer further agrees to submit the required fees for said applications, and post the required bonds in order to commence construction;

(b) The Project Financing has been obtained and is ready to fund for the development of the Project;

(c) The Developer and the City have agreed upon an employment plan in accordance with the Employment Plan Policy attached hereto as Exhibit "H" and Developer has deposited with the City an amount equal to $100,000.00;

(d) Developer shall not be in violation of any of its material obligations under this Agreement, including, without limitation, (i) Developer is in compliance with the Schedule of Performance in all respects and (ii) Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein;

(e) Developer has been able to obtain the Project Financing for the entire Project and City has reasonably determined that the Project Financing is in a position to close in order to meet the commencement of construction as set forth in the Schedule of Performance; and

(f) Developer's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.3 Failure of Condition.

(a) In the event any condition to Developer's obligation to a Close of Escrow set forth in Section 10.1 above is not satisfied by a respective Closing Date, Developer may terminate this Agreement by written notice to City and Escrow Agent, provided, however, that a failure of the condition 10.1(b) or 10.1(d) shall be a City event of default under Section 23.3. Upon such termination, the City pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow. Thereafter, neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive a closing).

(b) In the event any condition to City's obligation to a Close of Escrow set forth in Sections 10.2 above is not satisfied by a respective Closing Date, City may terminate this Agreement by written notice to Developer and Escrow Agent. Upon such termination, the Developer shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow, and neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive a closing). Nothing in this Section 10.3 shall be construed to impair or affect the rights or obligations of City or Developer to the respective rights and remedies granted to them pursuant to Section 6.7 above.

11. CONDITION OF TITLE.

(a) Within five (5) calendar days after the Effective Date, Escrow Agent shall furnish to Developer (with a copy to City) a title commitment (the "*Title Commitment*") for the issuance of a ALTA Extended Owner's Policy if Developer elects (and with such ALTA extended coverage being at Developer's sole cost and expense) covering the Site in an amount to be determined by Developer, issued by the Escrow Agent together with copies of all instruments (the "*Title Instruments*") reflected as exceptions therein, including, but not limited to, any easements, restrictions, reservations, terms, covenants, or conditions which may be applicable to or enforceable against any of the Site. The Title Commitment will show City to be owner of good and indefeasible fee simple title to the Site subject to Patent 1 and Patent 2, and contains the "standard printed exceptions". Within sixty (60) calendar days after receipt of the Title Commitment, Developer at its cost and expense shall deliver (or cause to be delivered) to City and Escrow Agent an ALTA Survey of the Site (the "*Survey*"). Within ten (10) calendar days after delivery of the Title Commitment, Title Instruments and Survey to Developer, Developer shall have the opportunity to review the Title Commitment, Title Instruments, and Survey and to object in writing to any matter contained therein (the "*Title Review Period*"). Developer need not object to any monetary liens and encumbrances which either secure indebtedness or can be removed by payment of a liquidated sum of money, *e.g.*, deed of trust, security agreement, financing statement, mechanic's liens, materialmen's liens ("*Unacceptable Encumbrances*") and City shall eliminate all such Unacceptable Encumbrances at or prior to a Closing. If Developer notifies City of any objections, City may elect to either cure the item(s) to which Developer objects or notify Developer that City is unwilling to cure the objectionable item(s). If City elects to cure the objectionable item, City shall, on or before the date that is three (3) days prior to the expiration of the Feasibility Review Period, eliminate or modify such objectionable item(s) to the reasonable satisfaction of Developer (the "*Cure Period*") and/or notify Developer of those objectionable items that will be cured after the Cure Period; provided, however, all Unacceptable Encumbrances and any other objections that City elects to cure, but will not cure until after the expiration of the Cure Period, shall be eliminated or modified to the reasonable satisfaction of Developer at or prior to the Closing (the "*Closing Cure Items*"). If City fails to notify Developer of City's election [failure to give written notice to the Developer shall be deemed to be a refusal to cure the objectionable item(s)], elects not to cure, has not cured or is unable to cure objections of Developer within the Cure Period (except with respect to any Closing Cure Items that will be cured at or prior to Closing), Developer may, at its option, and as Developer's sole remedy, terminate this Agreement by written notice to City and Escrow Agent at any time prior to the expiration of the Feasibility Review Period. Any exceptions accepted by Developer in writing, not timely objected to during the Title Review Period (excluding any Additional Objections), or any uncured objections that Developer waives or accepts at the Closing shall be hereafter collectively referred to as "*Permitted Encumbrances*". Possession of the Property shall be delivered at the Closing free and clear of all parties in possession, except the Permitted Encumbrances.

(b) Additional Objections. If at any time after expiration of the Title Review Period and prior to a Closing Developer receives notice from Escrow Agent that title to the Site is subject to any additional exceptions not appearing on the original Title Commitment, then Developer may notify

City in writing within five (5) days after Developer receives notice of such additional exceptions of any objections Developer may have with the new exceptions (the "*Additional Objections*"). In addition, in the event Developer's lenders or Proposed Member raise a question or issue with regard to any title exceptions during the Cure Period, the City agrees to consider the issue and if possible in the City's discretion attempt in good faith to cure or modify the objectionable item at or prior to Closing to the reasonable satisfaction of the lender(s) or Proposed Member at Developer's sole cost and expense, even if the issue is raised after expiration of the Title Review Period. Notwithstanding the foregoing, if City is unwilling or unable to cure the objectionable item raised by Developer's lenders or Proposed Member outside of the Title Review Period, City shall not be considered in breach of this Agreement.

(c) Failure to Cure Prior to a Closing. If City fails to cure any Additional Objections or any Closing Cure Items at or prior to a Closing, then Developer may, at its option, terminate this Agreement by written notice to City. Developer shall pay all costs, fees, and expenses payable to the Escrow Agent in the event of such a termination, and neither party shall thereafter have any further duties, rights or obligations hereunder with respect to this Agreement, except those that expressly survive termination. If Developer does not terminate this Agreement and elects to proceed to Closing, then Developer shall be deemed to have accepted any uncured Additional Objections and Closing Cure Items as Permitted Exceptions.

12. TITLE INSURANCE.

Concurrently with recordation of the Deed, and as a condition of a Closing, Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy in an amount to be designated by Developer issued by Escrow Agent insuring that title to the Property is vested in Developer and/or its assignee in the condition required by Section 11 of this Agreement (the "*Title Policy*"). Developer shall pay all of the premium and costs for the Title Policy.

13. PRORATIONS.

Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Property with respect to the period prior to the Close of Escrow shall be for the account of the City, and all revenues, income and expenses of the Property with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, City and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by City to Developer or by Developer to City, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, but not more than ninety (90) days thereafter, and either City or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation. Real property ad valorem taxes shall be prorated as of 11:59 p.m. of the day immediately preceding the Closing Date, based upon actual days involved.

14. FEASIBILITY REVIEW; AS-IS SALE.

14.1 Feasibility Review.

(a)

(i) Commencing on the Effective Date and thereafter for a period of one hundred twenty (120) days (the "*Feasibility Review Period*"), Developer, and its respective employees, agents, representatives, architects, engineers, consultants and contractors (collectively, the "*Due Diligence Authorized Parties*"), shall have the right, at all reasonable times and upon prior one (1) business day notice given to the City (which may be telephonic), and subject to the remaining provisions of this Section 14.1, to enter the Site and conduct such investigations as Developer in its discretion may desire or authorize in order to evaluate the desirability of its developing the Project, it being agreed that any delegation of its rights under this Section 14.1 shall not release Developer of any of its obligations and duties to the City under this Article 14.

(ii) City and its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer or any Due Diligence Authorized Parties, (ii) Developer and its Due Diligence Authorized Parties shall conduct their investigations in a manner so as to minimize interference with Site occupants and the operations, and otherwise in accordance with standards customarily employed in the industry and all Requirements, (iii) Developer shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Site, and all persons who perform labor upon the Site, in connection with investigations, shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to investigations and shall, promptly remove any lien filed against the Site for work performed or materials delivered in connection with the investigations, (iv) Developer promptly shall restore to the extent practicable any portion(s) of the Site disturbed by its investigations, and (v) if Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, or, as an alternative to filling and recompacting borings with soil, Developer shall have the right to fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells. The foregoing authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment.

(iii) The following items shall be provided or made available by the City to Developer no later than ten (10) business days after the Effective Date by the City, to the extent such items are within City's possession or control or are reasonably available to City:

(A) any and all surveys and maps of all or any portion of the Site;

(B) any and all soils condition reports, environmental assessment reports and endangered species and habitat reports on all or any portion of the Site;

(C) any and all water and sewer studies, engineering studies, zoning information, and marketing studies relating to all or any portion of the Site; and

(D) any and all leases or other contracts, agreements or 5-year history of communications with governmental or quasi-governmental entities and agencies relating to all or any portion of the Site, the availability of utilities or access to all or any portion of the Site, and investigations of any requirements which may be imposed by governmental or quasi-governmental entities and agencies relative to all or any portion of the Site; and

(b) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement for any reason, or no reason, in Developer's sole discretion; provided, however, that if Developer fails to notify City and Escrow Agent of Developer's disapproval of the feasibility of the Developer's proposed development of the Site by written notice delivered to City no later than the date of expiration of the Feasibility Review Period, the Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied and Developer shall have no right to terminate this Agreement pursuant to this Section 14. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14, Developer shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow; neither party will have any further rights or obligations under this Agreement (except for any obligation intended to survive a closing).

14.2 Developer Indemnity. In addition to the insurance requirements of this Section, Developer hereby agrees to indemnify, hold harmless and defend the City, and its officers, employees and agents (individually and collectively, the "*City Parties*"), from and against any and all Liabilities incurred by any of the City Parties arising out of or in connection with the Developer's investigations at the Site; provided, however, the foregoing indemnity shall not apply with respect to any claims, damages, liabilities, or expenses arising out of the mere discovery by Developer, or the failure to report, any pre-existing conditions, or any acts or omissions of the City Parties or their contractors or invitees, or any claims, damages liabilities or expenses arising out of the gross negligence or willful misconduct of the City Parties. 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. Developer shall deliver to the City concurrently herewith a certificate of insurance substantiating commercial general liability coverage in a minimum amount of $2,000,000.00 per occurrence single limit bodily injury, property damage coverage (at Closing), including broad form contractual liability, and all risk property insurance including fire, theft and, if applicable, boiler and machinery coverage, written at full replacement cost value in an adequate amount to avoid coinsurance and a full replacement cost endorsement insuring the Developer's furniture, fixtures, equipment, furnishings and any other items of personal property of Developer located on or in the Project; written on a "occurrence" basis and naming the City as an additional insured. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be disclosed and entered on the required certificate of insurance and shall be no lower than "A- VII". The Developer will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within thirty (30) calendar days prior to the expiration date of said insurance. The insurance coverage required herein must provide for a 30-day written notice to the City before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein. In the event the Developer fails to obtain, or maintain the insurance required herein, the City shall have the right, in addition to the remedies available herein, to pay the premium from the Good Faith Deposit to reinstate the insurance coverage which the Developer has failed to maintain, or to procure substitute insurance coverage, which in either case the City shall be entitled to collect the cost thereof from the Developer or deduct the same from any sums due the

Developer under this Agreement. The Parties agree that the insurance specified in this Section 14.2 to be obtained by Developer shall not limit the liability of Developer hereunder.

14.3 Ownership of Reports and Studies. City agrees and acknowledges that all right, title and ownership of all proprietary and non-proprietary reports and studies pertaining to the Site, including but not limited to marketing and research studies, internal planning studies, architectural drawings and renderings, surveys, and geotechnical and environmental reports and studies ordered by Developer shall be the sole property of Developer. Notwithstanding the foregoing, where the Developer does not proceed with the development of the Site, and when this Agreement is terminated for any reason, the Developer shall deliver to the City any and all reports, studies and data concerning the Property, and the City or any other person or entity designated by the City shall be free to use such reports, studies and data, including plans, reports, studies and data previously delivered to the City, for any reason whatsoever without cost or liability therefor to the Developer or any other person.

14.4 As Is Nature of Transaction.

(a) Developer acknowledges and agrees that City has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Site or any improvements thereon, (i) the value, nature, quality, or condition of any of the Site, including, without limitation, the water, soil, and geology, (ii) the income to be derived from any of the Site, (iii) the suitability of any of the Site for any and all activities and uses that Developer may conduct thereon, (iv) the compliance of or by any of the Site or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of any of the Site, (vi) the manner or quality of the construction or materials, if any, incorporated into any of the Site, (vii) the manner, quality, state of repair, or lack of repair of any of the Site, (viii) compliance with any Environmental Laws, including the existence in or on any of the Site of Hazardous Materials, (ix) the sufficiency of any plans, plats, drawings, specifications, reports, studies, and/or documents assigned and/or delivered by City, (x) the sufficiency, completeness, compliance or the standard to which any improvements on or serving the Site were constructed, maintained or repaired, and (xi) any other matter with respect to the Title Report, and/or the Site.

(b) Developer further acknowledges and agrees that Developer is relying entirely on Developer's own investigations and examinations as to any and all matters including, without limitation, the Title Report, and/or the Site. Developer acknowledges that it has, or will have prior to Close of Escrow, performed any and all inspections Developer deems necessary or appropriate for Developer to be satisfied with the acceptability of the purchase and sale and other transactions contemplated by this Agreement. Developer further acknowledges that any information provided or made available to Developer by City, including, without limitation, all items delivered to Developer by the City pursuant to Section 14.1(a)(iii), or by its officers, employees, agents, brokers, representatives, or others was obtained from a variety of sources and that City has not made any independent verification of such information and, except for the express representations, makes no representations as to the accuracy or completeness of any such information, and such information was provided or made available solely as a courtesy, and that Developer had the sole responsibility for determining the existence or nonexistence of any fact material to Developer's decision to consummate this Agreement. City is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to any of the Site, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Developer acknowledges that, except

for the express representations, its purchase of any of the Site hereunder is on an "as-is" "where-is" and "with all faults" basis without any implied warranties, and upon consummating any such purchase, Developer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Site acquired by Developer.

(c) Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("*Releasing Parties*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against City, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or other violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. Except with respect to the gross negligence or willful misconduct of any City Party, Developer hereby agrees to hold harmless and indemnify the City Parties from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by the City Parties after the Close of Escrow of the Site to Developer arising in any way from (i) the presence of Hazardous Substances or environmental conditions at, on, beneath or from the Site, (ii) Environmental Claims or (iii) the application of Environmental Laws to the Site.

14.5 Survival. Sections 6.7, 8, 14.2 and 14.4 shall survive any termination of this Agreement and any Close of Escrow hereunder and shall not merge into the Deed or any other instrument of transfer.

14.6 The Developer shall also furnish or cause to be furnished evidence satisfactory to the City that any contractor with whom it has contracted for performance of the work on the Site carries worker's compensation insurance required by law.

15. CONVEYANCE FREE OF POSSESSION.

The Site shall be conveyed free of any possession or right of possession by any other Person except subject to the Permitted Encumbrances.

16. GOVERNMENTAL PERMITS.

Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. Developer shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the Project.

17. CONDITIONS SUBSEQUENT.

The following conditions are conditions subsequent to the conveyance of the Site, and are not merely covenants. Subject to all terms and conditions of this Agreement, and conditioned and contingent upon satisfaction of all conditions and contingencies set forth in this Agreement, the Developer shall perform the following:

a. The Developer must timely construct the Project in accordance with this Agreement and related Exhibits.

b. The Developer must timely construct the on-site improvements and off-site improvements in accordance with Patent 1 and Patent 2, architectural design which complements the buildings in the surrounding area and vicinity, the development of a parking lot, internal traffic circulation system, quality on-site landscaping, signage, and additional improvements for the Site, all as more particularly described in this Agreement and Scope of Development (Exhibit "E").

c. In accordance with this Agreement, the Developer shall be responsible for all on-site improvements to the Site as required by the City in connection with the development of the Project. The Developer shall be solely responsible for connection of all utilities to the Site, and any and all fees arising from said connection.

d. The Developer will cause a temporary sign to be installed on the Site indicating that it is being developed in conjunction with the City and listing the members of the Las Vegas City Council and the City Manager of the City.

18. RIGHTS OF ACCESS.

For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of reasonable access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements.

19. CITY APPROVAL OF OPERATING COVENANTS, AND RECIPROCAL EASEMENT AGREEMENTS.

Upon written request, delivered by the City to the Developer, the City reserves the right of approval, which shall not be unreasonably withheld, of operating covenants and reciprocal easement agreements that the Developer may enter into during construction of the Project. Such operating covenants and reciprocal easement agreements shall be deemed approved by the City unless rejected, in whole or in part, by written notice thereof by the City to the Developer setting forth in detail the reasons therefor, within fifteen (15) calendar days after the submission to the City; unless approval of the City Council is required in which case the time for such approval will be extended in order to comply with the required and customary procedures for obtaining approval of the City Council.

20. NO ENCUMBRANCES EXCEPT MORTGAGE, DEEDS OF TRUST, OR OTHER FINANCING FOR PROJECT.

Mortgages, deeds of trust, or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds to be used for construction of improvements on the Site or any other expenditures necessary and appropriate to develop the Project under this Agreement. The Developer shall notify the City in advance of any mortgage, deed of trust, or other form of conveyance for financing if the Developer proposes to enter into the same before issuance of a Certificate of Completion. The Developer shall not enter into any such conveyance for financing without the prior written approval of the City,

which approval the City agrees to give if any such conveyance is given to a responsible financial or lending institution or other reasonable acceptable person or entity. Such lender, shall be deemed approved unless rejected in writing by the City within fifteen (15) calendar days after notice hereof to the City by the Developer; unless approval of the City Council is required in which case the time for such approval will be extended in order to comply with the required and customary procedures for obtaining approval of the City Council. In any event, the Developer shall promptly notify the City of any mortgage, deed of trust, or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Site whether by voluntary act of the Developer or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

21. CERTIFICATE OF COMPLETION.

A Certificate of Completion shall be issued promptly after receipt of a request therefor after the completion of all construction of improvements on the Site and the submission of evidence that the Developer has retained a property manager to operate the Project for Affordable Housing. The Certificate of Completion for the Project shall be in the form attached hereto as Exhibit "J" which shall be recorded in the Office of the County Recorder of Clark County. A Certificate of Completion for less than all of the improvements comprising the Project shall not be recorded.

If the City refuses or fails to furnish the Certificate of Completion for the Project after written request from the Developer, the City shall, within ten (10) calendar days of such written request, provide the Developer with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement shall also contain the City's opinion or the action the Developer must take to obtain a Certificate of Completion. The Certificate of Completion for the Project shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

22. USE OF THE SITE.

22.1 Uses. The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any party thereof that during construction and thereafter, 100% of living space at the Site shall be devoted only to Affordable Housing or for a purpose related to Affordable Housing. **This Affordable Housing covenant shall run with the land in perpetuity.**

22.2 Maintenance. The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to the Site or any party thereof to maintain the improvements on the Site in compliance with all applicable State and local codes and ordinances and keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Plans and Drawings in a healthy condition. Additionally, Owner must maintain the Project in compliance with Uniform Physical Condition Standards (UPCS). In the event of conflicting requirements between State and local codes and UPCS on any given inspectable item or building component, the stricter standard will apply. The City reserves the right to periodically update the maintenance protocol and standards to comply with current federal, state, or local requirements. If at any time the Developer, or its successors in interest, shall fail to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within ten (10) calendar days after written notice from the City (or within such longer period of time as is reasonably necessary therefor), the City may perform the necessary cleanup or landscape maintenance,

and the Developer, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. **This covenant shall run with the land in perpetuity.**

22.3 Obligation to Refrain From Discrimination.

The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to the Site or any party thereof that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, sexual preference, national or ethnic origin, citizenship, age, disability, ancestry, class, marital status, or any other basis prohibited by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. **This covenant against discrimination shall run with the land in perpetuity.**

22.4 Reporting.

(a) The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest that the Project shall be subject to on-site monitoring by duly authorized representatives (including independent auditors) of the City, Bureau of Land Management ("BLM"), HUD, the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 72 hours in advance of any on-site visits, which shall occur during normal operating hours. During any on-site visit, the representatives shall be granted access to any and all records pertaining to the Project. The representatives may interview employees or any entity associated with the Project who volunteers to be interviewed. The representatives shall be allowed to conduct such reviews, audits and on-site monitoring of the Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Affordable Housing covenant and this Agreement;
2. Whether the objectives of the Project are being achieved;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether the periodic reports to the City contain accurate and reliable information; and
6. Whether all of the activities of the Project are conducted in compliance with the provisions of applicable Federal/State/Local laws and regulations, and this Agreement.

(b) The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures; including without limitation records supporting the verification of tenant income, Project rents and Project inspections; rent rolls; occupancy rates and rent collection; and tenant selection process. In the event the Developer and/or its successor in interest goes out of existence, they shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

(c) The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest that they will provide the City with tenant usage records on an annual basis for the Project's Affordable Housing. The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency or content of required reports as needed to maintain adequate oversight of the Project, address changes to Requirements, or to address findings related to noncompliance by the Project. Initially these records will contain, but are not limited to, the following information:

1. Total tenants served;
2. Racial breakdown of tenants served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of tenants who report a Hispanic ethnicity;
4. Number and percentage of Low and Very Low Income tenants as defined by HUD HOME Program Income Guidelines;
5. Number of tenants with disabilities served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.

(d) **This covenant shall run with the land in perpetuity.**

22.5 Effect of Covenants.

(a) This Agreement shall be deemed and shall constitute a covenant running with the land for the benefit of the City and its successors and assigns and shall pass to and be binding upon all heirs, successors and assigns in title to the Property, or if the Property shall not include title to land, but shall include a leasehold interest in land, this Agreement shall bind the leasehold interest as well as the Property and shall pass to and be binding upon all heirs, successors and assigns to such interests. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof or any interest therein (excepting only leases of units in the Project) shall conclusively be held to have been executed, delivered, and accepted subject to this Agreement, regardless of whether any or all of such covenants contained herein are set forth in such contract, deed or other instrument. If a portion or portions of the Property, or interest or interests in the Property are conveyed, all such covenants contained herein shall run to each portion of or interest in the Property.

(b) The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interest of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the City without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site. The City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

23. DEFAULT AND REMEDIES

23.1 Developer Event of Default. The occurrence of any of the following shall be a Developer event of default hereunder:

(a) The failure by Developer to timely deliver the deposits as required by Sections 6.7, 9.2 and 9.4 above, unless such failure is as a result of the failure to be satisfied of one or more of Developer's conditions precedent to a Close of Escrow set forth in Section 10.1 above;

(b) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets;

(c) Except for defaults pursuant to Section 23.1(a), (i) the failure of Developer to comply with the Schedule of Performance in all material respects; (ii) the failure of Developer to operate the Project for the purpose of providing Affordable Housing to tenants who qualify for such housing under the requirements set forth in this Agreement; (iii) the failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Developer within the relevant cure period set forth below; and/or (iv) Developer allows the holder of any lien or security interest on the Property to declare a default and such default is not cured within any applicable grace or cure period set forth in the applicable document and such holder institutes foreclosure or other proceedings for the enforcement of its remedies thereunder. Developer shall cure any monetary default within thirty (30) calendar days after receipt of written notice from City. Developer shall cure any nonmonetary default within thirty (30) calendar days after receipt of written notice from City; *provided, however*, that in the event that such nonmonetary default is of a nature that it cannot be cured within such thirty (30) calendar day period, then Developer shall commence to cure such failure within such thirty (30) calendar day period and shall diligently prosecute such cure to its completion but in all events such cure shall be completed within sixty (60) days unless additional time is otherwise agreed to by the City in writing; or

(d) Any of Developer's representations and warranties set forth in Section 7.2 above to be untrue in any material way as of a Closing Date.

23.2 City's Remedy. In the event an event of default has occurred by Developer pursuant to Section 23.1 above, and in addition to any other legal or equitable remedies that may be available, City shall have the right by written notice to Developer to terminate this Agreement. In the event of termination of this Agreement by the City, the Developer agrees to return the Site heretofore conveyed to the Developer and for which Developer has not received a Certificate of Completion from the City pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return the Site conveyed to the Developer shall entitle the City to sue the Developer for the return of the Site for which Developer has not received a Certificate of Completion from the City. Such return of the Site shall be subordinate and subject to and be limited by and shall not defeat, render

invalid or limit: (1) Any deed of trust, mortgage or other security instrument permitted by this Agreement; or (2) Any rights or interest provided in this Agreement for the protection of the holder of such deeds of trust, mortgages or other security instruments. The grant, bargain and sale deed shall contain appropriate reference to give effect to the City's right, as set forth in this Section under specified circumstances prior to the issuance of a Certificate of Completion to terminate and revest in the City the Property conveyed to the Developer.

23.3 City's Event of Default. The occurrence of any of the following prior to a Close of Escrow, shall be a City event of default hereunder if, after receiving thirty (30) calendar days written notice from the Developer, the City has failed to cure, or to commence a cure and diligently pursue it to the completion:

(a) the failure of City to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of City's conditions precedent to the Close of Escrow set forth in Section 10.2 above; or

(b) any of City's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

23.4 Developer's Remedies. In the event of a default by City prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination City shall pay the cost of the cancellation of Escrow, but shall have no liability whatsoever to Developer, including, without limitation, any liability for Developer's costs and expenses incurred in connection with its undertakings under this Agreement, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with the Project; or

(c) to demand specific performance of City's obligations under this Agreement and without any liability whatsoever on the part of City for damages resulting from City's event of default, including, without limitation, any liability for Developer's costs and expenses incurred in connection with its undertakings under this Agreement, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with the Project.

23.5 Remedies of the Parties. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

23.6 Proposed Member's Rights to Cure a Default by Developer. The City will accept from the Proposed Member a cure of any default under this Agreement on the same terms as such cure would be permitted and accepted by the Developer. In the event of default, the City will provide a notice of such default to the Proposed Member, as applicable, at the address on record, as provided by the Developer to the City.

24. MISCELLANEOUS PROVISIONS

24.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

24.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title shall survive the recordation of a Deed for a period of one (1) year, and shall not be deemed merged into a Deed.

24.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the permitted successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

24.4 Non-Liability of City Officials and Employees. It is agreed by and between the Parties of this Agreement, 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 herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

24.5 Notices. 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:

If to City:
Office of Community Services, City of Las Vegas
City Hall, 3rd Floor
495 S. Main Street
Las Vegas, NV 89101
Phone: (702) 229-2330
Fax: (702) 383-6306
Email: kgibson@lasvegasnevada.gov
Attn: Kathi Thomas, Director

And:
City Attorney Office
City Hall, Sixth Floor
495 S. Main Street
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lasvegasnevada.gov

If to Developer: Coordinated Living of Southern Nevada, Inc.
5625 S. Hollywood Blvd.
Las Vegas, NV 89122
Email: caitlins@coordinatedliving.com
Phone: (702) 833-0639
Attn: Caitlin Shea, Executive Director

And: Ovation Design and Development, Inc.
6021 S. Fort Apache Road, Suite 100
Las Vegas, NV 89148
Email: lorrim@ovationdev.com
Phone: (702) 990-2335
Attn: Lorri Murphy, Vice President of Real Estate Development

The City agrees to provide, at the same time the City sends default notices required under this Agreement to the Owner, duplicate copies of such default notices to the Proposed Member and to the Owner's secured lenders at such addresses provided to City by Developer and/or Owner.

The Parties shall provide written notification of any change in the information stated above. For purposes of this Agreement, 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 Agreement.

24.6 Subsequent City Approvals. Any approvals of City required or permitted by the terms of this Agreement are authorized to be given by the City Manager of the City except for approvals resulting in a material change to this Agreement, as determined by the City Manager, which shall then require the approval of the Las Vegas City Council. If there is no time specified herein for City's approval, Developer may submit a letter requiring City's approval within thirty (30) days after submission to City or such approvals shall be deemed denied. Subsequent additional escrow instructions may be authorized on behalf of the City and executed by the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City to an amount in excess of Twenty-Four Thousand Nine Hundred Ninety-Nine and Zero Hundredths Dollars ($24,999) to the Developer.

24.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit J, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of City and Developer. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

24.8 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

24.9 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. 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 Agreement.

24.10 Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

24.11 Counterparts. This Agreement may be executed in counterparts. All such counterparts will constitute the same Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

24.12 No Third Party Beneficiaries, No Partnership. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and Developer except as specifically provided herein.

24.13 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified. All references to "*business days*" shall mean any day that is not a Friday, Saturday, Sunday or day on which commercial banks are not authorized to be open, or required to be closed, in Las Vegas, Nevada. Notwithstanding the foregoing, if the last day of any time period stated herein shall not fall on a business day, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is a business day. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 P.M. (Las Vegas time) on the day for performance.

24.14 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

24.15 Extensions of Time. The City Manager of the City shall have the authority to grant time extensions under this Agreement not to exceed a total of sixty (60) days, provided, however, it shall

be at the City Manager's sole and absolute discretion as to whether to grant any time extension or to submit any requests for time extensions to the City Council for approval.

24.16 Conflict of Interest (City Officials). An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. 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 Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

24.17 Inspection of Books and Records. The City has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Developer pertaining to the Site and Project as pertinent to the purposes of this Agreement.

24.18 Further Assurances. The Developer shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement; including without limitation should such modification be required by BLM, HUD and/or any applicable statutes or regulations.

24.19 Public Records. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

25. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY.

The effective date of this Agreement shall be the date of City's approval of this Agreement as indicated on the signature page below (the "*Effective Date*").

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned have executed this DISPOSITION AND DEVELOPMENT AGREEMENT as of the date first written above.

CITY

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

Date: _____

Council Action:
_____, 20____; Item #_____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

By: Deputy City Attorney
CITY OF LAS VEGAS
Date: 5/31/2022

DEVELOPER

OVATION DESIGN AND DEVELOPMENT, INC., a Nevada corporation

By: _____
Name: Lorri Murphy
Title: Secretary - Vice President

COORDINATED LIVING OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation

By: _____
Name: BJ Wright
Title: Executive Director

LIST OF EXHIBITS

EXHIBIT "A"	DEPICTION OF SITE
EXHIBIT "B"	LEGAL DESCRIPTION OF SITE
EXHIBIT "C"	DEED
EXHIBIT "D"	SITE DEVELOPMENT PLAN
EXHIBIT "E"	SCOPE OF DEVELOPMENT
EXHIBIT "F"	SCHEDULE OF PERFORMANCE
EXHIBIT "G"	PROJECT DSLURS
EXHIBIT "H"	CITY EMPLOYMENT PLAN POLICY
EXHIBIT "I"	DISCLOSURE OF PRINCIPALS
EXHIBIT "J"	CERTIFICATE OF COMPLETION

EXHIBIT "A"

PROPERTY DEPICTION

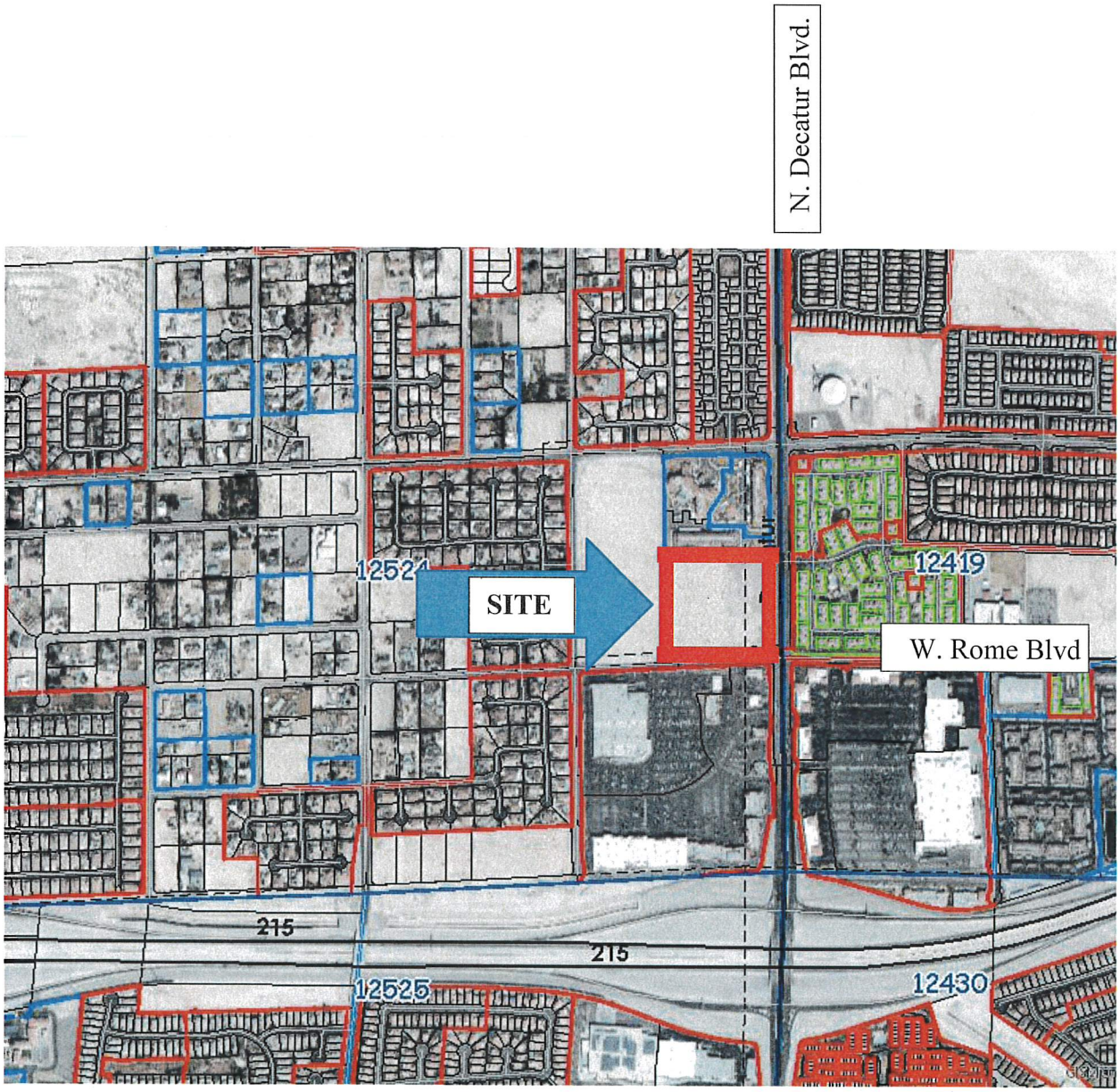

EXHIBIT "B"

PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, AND THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 112 OF PARCEL MAPS, PAGE 93, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT “C”

DEED

APN: 125-24-701-041

RECORDING REQUESTED BY:
City of Las Vegas

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:

Decatur Rome, LLC
c/o Ovation Design and Development, Inc.
6021 S. Fort Apache Road, Suite 100
Las Vegas, NV 89148

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantor"), hereby grants, bargains and sells to DECATUR ROME, LLC, a Nevada limited liability company ("Grantee"), all right, title, and interest in the real property ("Property") legally described in the Attachment attached hereto and incorporated herein by this reference.

1. The Property is conveyed subject to a Disposition and Development Agreement entered into between Grantor and Grantee's predecessor-in-interest and subsequently assigned and assumed by Grantee. The Property is also conveyed subject to all patents, easements, reservations, restrictions, conditions, rights-of-way, and other encumbrances of record. All terms capitalized herein which are not otherwise defined herein shall have the meaning given to them in the Disposition and Development Agreement.

2. The Grantee hereby covenants and agrees for itself, its successors, its assigns and every successor in interest, that during construction and thereafter, the Grantee, its successors and assignees, shall not use the Property for other than the uses specified in the Disposition and Development Agreement, including the U.S. Patent No. 27-99-0010 and U.S. Patent No. 27-2003-0056.

3. The Grantee hereby covenants and agrees for itself, its successors, its assigns and every successor in interest, that it will maintain the improvements on the Property and will conform the development requirements and reporting requirements specified in the Disposition and Development Agreement, including the U.S. Patent No. 27-99-0010 and U.S. Patent No. 27-2003-0056.

4. Except as provided in the Disposition and Development Agreement, the Grantee shall not prior to Completion of Construction transfer, convey, assign or lease the whole or any part of the Property or the buildings or improvements thereon without the prior written consent and approval of Grantor. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing of any part or parts of a building or structure in accordance with the Disposition and Development Agreement.

5. Subsequent to the execution of this Deed and prior to the issuance of the Certificate of Completion, and subject to the provisions of the Disposition and Development Agreement, the Grantor shall have the right at its option to reenter and repossess the Property hereby conveyed, or any portion thereof, together with all improvements thereon, upon the occurrence of a Developer Event of Default. Such right to reenter and repossess, to the extent provided in this Deed, shall not defeat, render invalid or limit:

a. Any mortgage, deed of trust, or security instrument specifically permitted by the Disposition and Development Agreement; or

b. Any rights or interest provided in the Disposition and Development Agreement for the protection of the holder of such mortgage, deed of trust or other security instruments.

6. The Grantee covenants by and for itself, its successors, its assigns and every successor in interest thereafter that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, sexual preference, national or ethnic origin, citizenship, age, disability, ancestry, class, marital status, or any other basis prohibited by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

7. No violation or breach of the covenants, conditions, restrictions, provisions, or limitations contained in this Deed shall defeat or render invalid or in any way impair the mortgage, deed of trust or other security instrument permitted by the Disposition and Development Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. The covenants contained in paragraph 2, 3, 6 and paragraph 7 of this Deed shall remain in perpetuity. The covenants contained in paragraph 4 and paragraph 5 shall remain in the effect until issuance of a Certificate of Completion pursuant to the Disposition and Development Agreement.

9. The covenants contained in paragraphs 2, 3, 4, 5, 6, and 7 of this Deed shall be binding for the benefit of Grantor, its successors and assigns, and any successor in interest thereafter to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is, or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Deed shall be for the benefit of and shall be enforceable only by the Grantor and such aforementioned parties.

10. In the event of any express conflict between this Deed or the Disposition and Development Agreement, the provisions of this Deed shall control.

11. This Deed may be signed in counterpart, each of which shall be deemed an original and all of which together shall be deemed to be one and the same Deed.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this _____ day of _____, 202____.

GRANTOR	GRANTEE
CITY OF LAS VEGAS	DECATUR ROME, LLC, a Nevada limited liability company
By: _____ Carolyn G. Goodman, Mayor	By: _____
Date: _____	Name: _____
	Title: _____

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

_____
By: Deputy City Attorney
CITY OF LAS VEGAS
Date: 5/31/2022

ACKNOWLEDGMENTS

STATE OF NEVADA)
ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on _____, 20_____, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC, in and for said County and State

STATE OF NEVADA)
ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on _____, 20_____, by _____ as _____ of DECATUR ROME, LLC.

_____
NOTARY PUBLIC, in and for said County and State

ATTACHMENT
TO
GRANT, BARGAIN, AND SALE DEED
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, AND THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 112 OF PARCEL MAPS, PAGE 93, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT “D”

SITE DEVELOPMENT PLAN



EXHIBIT "E"

SCOPE OF DEVELOPMENT

210098-SK
Ovation Development
Ovation Design & Development, Inc.
Supplier Response

Event Information

Number:	210098-SK
Title:	Development of Affordable Mixed-Income Rental Housing
Type:	Request for Proposal
Issue Date:	3/8/2021
Deadline:	7/13/2021 01:30 PM (PT)
Notes:	The City of Las Vegas (City) hereby invites qualified firms or individuals (Offerors) to submit written proposals to develop affordable mixed-income rental housing on a 9.45-acre parcel at the northwest corner of N. Decatur Blvd. and W. Rome Blvd., in Las Vegas, Nevada (APN 125-24-701-041). *Persons with a disability may request accommodations or assistance to participate in the solicitation process by contacting Purchasing & Contracts at 702-229-6231 or 7-1-1 (TTY). To insure the City is able to meet your needs, please submit requests at least 2 business days in advance.*

Contact Information

Contact:	Steve Kessler
Address:	Purchasing City Hall 495 South Main Street Las Vegas, NV 89101
Phone:	1 (702) 229-1827
Fax:	1 (702) 464-5771
Email:	skessler@lasvegasnevada.gov

Ovation Development Information

Contact:	Lorri Murphy
Address:	6021 S Fort Apache #100
	Las Vegas, NV 89074
Phone:	(702) 990-2390 x119
Email:	lorrim@ovationdev.com
Web Address:	ovationdev.com

This Proposal constitutes an offer to enter into a Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and correlated this knowledge with the requirements of this RFP.
The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions and specifications set forth in this RFP. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all materials specified in the manner and time prescribed in the RFP. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct, and that I am authorized to sign this document and bind the Offeror organization.

Brandy Curry
Signature

brandyc@ovationdev.com
Email

Submitted at 7/13/2021 12:15:35 PM

Supplier Note

Within the pricing proposal, we have provided the PDF of the financial feasibility form. The excel workbook was directly submitted to Steve Kessler.

Requested Attachments

RESPONSE ATTACHMENT 1 - PROPOSAL 1. Decatur and Rome Family Apartments Final Response 1 Submission 7.12.21.pdf

Upload Proposal as a single discrete file. Proposal MUST NOT contain confidential information. Refer to "RFP Instructions" and "Proposal Content & Scope of Work" under the Attachments Tab for detailed information on submitting a Proposal.

RESPONSE ATTACHMENT 2 - PRICING PROPOSAL 1. Decatur and Rome Family Apartments Final Response 2 Submission 7.12.21#2.pdf

Upload Pricing Proposal as a single discrete file. Proposal MUST NOT contain confidential information. Instructions on content and formatting for the Pricing Proposal are contained in "Proposal Content & Scope of Work".

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS Ownership Disclosure Certificates.pdf

Upload the completed "Certificate - Disclosure of Ownership/Principals" form, available on the Attachments Tab.

OPTIONAL SUPPLEMENTAL INFORMATION Decatur and Rome Family Apartments Final Supplementary Info Submission 7.12.21.pdf

Additional information required to allow effective evaluation of Offeror's Proposal may be uploaded as a single file. Please DO NOT include advertising materials or brochures. This file should not exceed [20] pages.

Bid Attributes

1	**ACKNOWLEDGEMENT OF DESIGNATED CONTACT** All inquiries regarding this solicitation must be directed to the Purchasing & Contracts Representative named on the **Event Details Tab**. Participants acknowledge that communication with non-purchasing City staff during the period beginning with issuance of the solicitation and ending with award of a Contract or cancellation of the solicitation may result in disqualification. ☑ Acknowledged (Acknowledged)
2	**OFFICIAL SOLICITATION DOCUMENTS** Solicitation Documents obtained from any source other than NGEM may not be accurate or complete and each Offeror assumes all risks by its reliance on such documents. Any Offeror who has not obtained Solicitation Documents from NGEM may not be notified of Addenda issued by the City, which could contain material changes such as additions or changes to the scope of work, extensions of time, etc. ☑ Acknowledged (Acknowledged)
3	**ACKNOWLEDGEMENT OF ADDENDA** Offeror acknowledges responsibility for ascertaining the issuance of any and all Addenda via NGEM prior to the Close Date, and agrees to comply with all terms, conditions and specifications contained therein. ☑ Acknowledged (Acknowledged)
4	**SPECIAL MEETING NOTICE** The City has made adjustments to its services in response to the Covid-19 pandemic. Remote meeting attendance is strongly encouraged and details are available on the **Activities Tab**. ☑ Acknowledged (Acknowledged)
5	**MINIMUM REQUIREMENTS FOR AWARD** The successful responding Offeror must meet the following minimum requirements for the awarding of a contract pursuant to the provisions of NRS 332: (i) compliance with the stated requirements of the Solicitation documents, and (ii) submittal of all requested information in accordance with the Solicitation documents, including evidence of the specified qualifications, experience and performance history. ☑ Acknowledged (Acknowledged)
6	**METHOD OF AWARD** This RFP is a solicitation subject to evaluation and/or negotiation and is exempt from the requirement to award to the lowest responsive and responsible bidder. The City reserves the right to take into consideration factors other than price when evaluating Proposals. Award, if any, will be for the most advantageous Proposal/Offer in the best interest of the City of Las Vegas. Offeror acknowledges review of the "RFP Instructions" and "Proposal Format & Scope of Work", available under the **Attachments Tab**, and understands and accepts this RFP award criteria. . ☑ Acknowledged (Acknowledged)
7	**PUBLIC RECORDS** Proposals will become public records following recommendation to award. Confidential information MUST NOT be submitted through NGEM. Requirements for submitting confidential information can be found in Section 6 of the "RFP Instructions" document under the **Attachments Tab**. ☑ Acknowledged (Acknowledged)
8	**INSURANCE CONTACT INFORMATION** Provide the name, phone number and email address of a responsible individual within your company who will coordinate insurance matters. Brandy Curry, 702-990-2390 Ext 225, BrandyC@OvationDev.com

9	**CERTIFICATION - NO ISRAEL BOYCOTT (Applicable to contracts with an estimated annual amount over $100,000)** The Successful Offeror will be required to certify they are not boycotting the State of Israel. By signing any Contract as a result of this Solicitation, Offeror 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 as defined in NRS 332.065. ☑ Acknowledged (Acknowledged)

DECATUR AND ROME FAMILY APARTMENTS

LAS VEGAS, NV



APPLICATION TO CITY OF LAS VEGAS

FOR

PROJECT NO. 210098-SK

Prepared by

COORDINATED LIVING OF SOUTHERN NEVADA, INC.
1645 VILLAGE CENTER CIRCLE, STE 170
LAS VEGAS, NV 89134
ATTN: CAITLIN SHEA, EXECUTIVE DIRECTOR
CAITLINS@COORDINATEDLIVING.ORG
702-833-0639

JULY 13, 2021

Response Attachment 1 Proposal

COORDINATED LIVING of SOUTHERN NEVADA

July 9, 2021

Steve Kessler, Contracts Specialist
City of Las Vegas, Nevada
495 S. Main St.
Las Vegas, NV 89101

RE: Decatur and Rome Family Apartments, Las Vegas
RFP 210098—SK Development of Affordable Mixed-Income Rental Housing

Dear Mr. Kessler:

On behalf of Coordinated Living of Southern Nevada, Inc. and Ovation Design and Development, Inc., we are extremely pleased to submit this proposal to develop the City-owned 9.45-acre vacant parcel located on the northwest corner of N. Decatur Blvd. and W. Rome Blvd in the northwest area of the city of Las Vegas.

Decatur and Rome Family Apartments will be a 276-unit affordable family rental development, including 38 stand-alone "tiny homes." All of the units will be affordable to households below 60% of AMI, with the weighted average income targeting to be approximately 52.6% of AMI. In keeping with the City of Las Vegas stated goal of creating a true mixed-income rental community, the developer will seek to use the "Average Income Test" allowed under the tax credit program to create units ranging from 30% to 80% of AMI.

The site plan includes extensive landscaping, courtyards, walking paths and recreational facilities as well as ample carport parking throughout the campus, with many spaces convenient to the front entrances of units. The site plan skillfully balances the demands of parking and open space with the goal of maximizing the number of residential units on this City-owned parcel. The Mediterranean-style design incorporates color and architectural details (trellises, columns, shutters, awnings, etc.) to break up the massing of buildings and increase its curb appeal.

Approximately 2.5 acres of the campus is devoted to a "tiny home" community of 38 stand-alone studio units with loft sleeping space. The attractive and innovative small units incorporate open floor plans with windows and skylights and sliding doors that open to private back porches.

Decatur and Rome Family Apartments is being co-developed by Ovation Design and Development, Inc., which is an affiliate of Ovation Contracting, Inc. and Coordinated Living of Southern Nevada, Inc. ("Coordinated Living"), a Nevada non-profit whose mission is to promote the development of affordable housing so that low-income Nevadans and their families can thrive in a setting that promotes individual growth, autonomy, choice and dignity. Through this active collaboration, Ovation lends its financing capacity and construction expertise to obtain top pricing from tax credit investors and lenders and to deliver a high quality and competitively priced rental housing product and Coordinated Living contributes its expertise in programming and supportive services.

Since 1984, Ovation and its Founder, Alan Molasky have built 44 apartment communities in the Las Vegas area comprising of 10,691 units valued in excess of $2 billion dollars. Ovation completed its first tax credit senior apartment community, the 142-unit mixed-income Acapella Apartments, in June 2012. Since then, Ovation has completed eleven other affordable communities, totaling 1,700 units. Ovation is currently developing four other affordable housing developments, totaling 790 units, in Las Vegas in addition to the Decatur and Rome Family Apartments.

Our team has devoted substantial thought to this RFP in order to deliver a plan that we hope you will agree is attractive, financially viable and very responsive to the goals and intent of the RFP. The proposed physical spaces and social supports will result in a state-of-the art, energy efficient, high quality housing community, full of social interaction and stimulating indoor and outdoor activities at an affordable price to working families. This is something that Ovation and Coordinated Living excel at and we look forward to discussing our proposal with you in more detail.

Please feel free to contact Lorri Murphy, Vice President of Real Estate, at (702) 990-2335 or our finance consultant Eric Novak at (775) 786-2003 should you require additional information.

Thank you again for allowing us to share our vision with you.

Sincerely,

Caitlin Shea, Executive Director

Section 1—Business Information

Offeror Information

Coordinated Living of Southern Nevada, Inc.
5625 S. Hollywood Blvd.
Las Vegas, NV 89122

Caitlin Shea
Executive Director
caitlins@coordinatedliving.com
702-833-0639

Ovation Design and Development, Inc.
6021 S. Fort Apache Road, Suite 100
Las Vegas, NV 89148

Lorri Murphy
Vice President of Real Estate Development
lorrim@ovationdev.com
702-990-2335

Please review Section 5 for Coordinated Living of Southern Nevada, Inc. and Ovation Design and Development Inc.'s organizational documents.

Section 2—Qualifications and Experience

Development Team Experience

The combined team of Ovation, Coordinated Living of Southern Nevada and Praxis Consulting Group, as development finance consultant, bring unparalleled experience in the areas of design, construction, finance, supportive services and operations. We have done our homework in response to this novel RFP, established the project's physical and financial feasibility, reached out to potential services partners and are ready to hit the ground running if selected by the City of Las Vegas.

Some highlights of our team experience and development proposal include:

- High Amenity and Low Total Development Cost—For those familiar with the Ovation/Coordinated Living of Southern Nevada ("Coordinated Living") affordable housing product, the Decatur and Rome Family Apartments development will offer the same high-end design, inside and out, and same level of amenity, for which we have become known for across the Las Vegas Valley. As an owner/builder, Ovation will be able to deliver this product at a total development costs (TDC) of approximately $185,000 per unit—perhaps the best value in the industry.

- Extensive Services Programming—Coordinated Living already offers a robust supportive services program across the Ovation affordable housing portfolio. Coordinated Living employs Resident Service Coordinators at all of Ovation's affordable senior communities to connect residents with local governments and non-profits that help meet their basic needs. Additionally, Coordinated Living has a diverse network of established community partners, including Three Square Food Bank, Southern Nevada Transportation Coalition, Immunize Nevada, and Los Judah to assist current residents with individual growth and autonomy.

  For the Decatur and Rome Family Apartments development, Coordinated Living proposes to augment these established services through additional partnerships to provide appropriate services to low-income Nevadans and their families. Please review Supportive Services Plan under Section 3 of the detailed proposal.

- Experience with SNPLMA and BLM Land Transfer Process—Ovation is the co-developer of Ensemble Apartments Phase I and II, a 370-unit senior supportive housing development on the South Strip, which was constructed on discounted land transferred through the SNPLMA Section 7(b) process in two phases, in 2015 and 2016. Recently, Clark County awarded Ovation five acres of discounted BLM land for the construction of 195-units of affordable senior housing on the northwest corner of Pebble Road and Eastern Avenue. We anticipate construction to begin by mid 2022.

  Based upon our financing structure and low TDC, Ovation/Coordinated Living propose full build-out of the 9.45-acre site to the maximum allowable density in one phase, utilizing tax-exempt bonds and 4% low-income housing tax credits. We believe that this

is the most cost efficient and practical approach for the development of the site under the SNPLMA Section 7(b) process.

To follow is a profile of the Development Team Members.

Ovation Design and Development, Inc. (formerly known as OAH Development, Inc.)

Since 1984, Ovation and its Founder, Alan Molasky have built 44 apartment communities in the Las Vegas area comprising of 10,691 units valued in excess of $2 billion dollars. Ovation completed its first tax credit senior apartment community, the 142-unit mixed-income Acapella Apartments, in June 2012. Since then, Ovation has completed eleven other affordable senior communities, **totaling almost 1,700 units**, that are nearly 100% leased:

- Minuet Senior Apartments (75-unit senior mixed income community) opened in June 2013;
- Tempo Apartments (101 senior tax credit community) opened in April 2014;
- Duet Apartments (80-unit senior mixed-income community) opened in March 2015;
- Ensemble Apartments (182-unit senior tax credit community) opened in June 2015;
- Tempo Phase II (a 75-unit senior tax credit community) opened in February 2016;
- Ensemble Phase II (a 188-unit senior tax credit community) opened in June 2016;
- Minuet Senior Apartments Phase II (60-unit senior mixed-income community) opened in June 2017;
- Russell III (105-unit senior mixed-income community) completed construction in June 2018;
- Tenaya Senior Apartments (272-unit senior tax credit community) completed in June 2019 and is 100% leased;
- Fort Apache Senior Apartments (193-unit senior tax credit community) began construction in September 2018 and opened at the end of 2019; and,
- Oquendo Senior Apartments (201-unit senior tax credit community) began construction in April and opened in the summer of 2020.

Ovation is currently development two other affordable senior housing developments, **totaling 790 units**, in Las Vegas in addition to Decatur and Rome Family Apartments.

- Blue Diamond Senior Apartments (195-unit senior tax credit community) began construction in June 2020.
- Wigwam and Fort Apache Senior Apartments (195-unit senior tax credit community) will begin construction in the summer of 2021.
- Pebble and Eastern Senior Apartments (195-unit senior tax credit community) will begin construction in mid 2022.
- Tempo IV Senior Apartments (205-unit senior tax credit community) will begin construction in August 2022.

Ovation's focus is the design, construction, and operation of Class A apartments communities in metropolitan Las Vegas. Ovation Property Management oversees 36 properties (8,744 units), 31 of which it owns (7,214 units). They are considered to be the premiere apartment communities in

Las Vegas, with a design, construction and management team that has earned a reputation for providing high-quality lifestyle for their residents.

Alan Molasky, Ovation's CEO and Founder has been involved in the design and development of retail, commercial, office, country club and industrial projects for over three decades. He had a lead role in the design and development of Best in the West and Best on the Boulevard retail power centers as well as Bank of America West office building and Pacific Industrial Park. Alan was also heavily involved in the design and development of Las Vegas' premier, luxury high-rise condominium project, Park Towers. Under Alan's supervision, Pacific Homes grew into one of the largest homebuilders in Las Vegas and closed in excess of 4,750 homes. Through various companies under Alan Molasky's control and ownership he has developed and managed in excess of $2 billion of real estate in Nevada and California. Alan takes extreme pride in his architectural design and cost control abilities.

Alan Molasky is also a partner and co-owner of The Molasky Group of Companies. The Molasky Group is a diversified group of real estate companies responsible for much of the Las Vegas' current skyline. In a relatively short time, The Molasky Group has also positioned itself to compete for build-to-suit deals and is now on the fast track for low-bid government contracts. New buildings for the Internal Revenue Service, the Social Security Administration, Nevada Department of Corrections and the Southern Nevada Water Authority are prime examples of how the company uses state-of-the-art strategies to build cost effectively while offering a diversity of tenant driven services. The Molasky Group has earned a reputation for skillfully managing design build projects for county, state and federal government agencies. The management team prides itself on "thinking outside the box" and providing unique and often demanding requirements and solutions to government needs. A proven low-cost provider, the development team's primary focus is communication with the tenant. The company is large enough to be efficient and cost effective but small enough to be adaptable and highly responsive to tenant's needs.

Ovation Contracting, Inc. (formerly known as Ovation Development Corporation)
Ovation Contracting, Inc. has the same ownership and officers as Ovation Design and Development, Inc., and therefore the same level of experience and expertise. Ovation Contracting, Inc. will remain as the general contractor and financial guarantor.

Coordinated Living of Southern Nevada, Inc.
Coordinated Living is a Nevada non-profit whose mission is to promote the development of affordable housing so that low-income Nevadans and their families can thrive in a setting that promotes individual growth, autonomy, choice and dignity. Since its formation in 2013, Coordinated Living has partnered with Ovation Design and Development to develop eight affordable senior projects totaling approximately 1,300 units. Six of the communities are in operations, one is under construction with an expected opening in October 2021, and one will begin construction in late 2021.

In addition to the development of affordable housing, Coordinated Living employs Resident Service Coordinators at all of Ovation's affordable senior communities. These coordinators serve as a resource to connect residents with local governments and nonprofits that help meet their

basic needs. They also work with community partners to plan a full calendar of on and off-site activities that enhance the quality of the residents' lives. Arts & crafts programming, health, safety and nutrition workshops, fitness classes, community gardening, holiday celebrations, outings and financial literacy classes are among the many activities offered. There are also numerous volunteer opportunities within the community and with some of our partners which provide the residents with a sense of purpose and a way to "give back."

Recently, Coordinated Living began work on the Food Rescue program where its partners with Three Square to distribute food to residents at Ovation's properties. To date, Three Squares has distributed approximately **1 million** pounds of food to residents at Ovation's properties. This is food that would otherwise have been discarded by grocery stores, and it goes a long way to combat food insecurity which is prevalent among seniors.

Coordinated Living also collects and distributes donations of furniture and household items to needy residents, provides emergency rental assistance, and plans to add other services as needed in the future.

Coordinated Living will act in numerous capacities on the Decatur and Rome Family Apartments project. First, Coordinated Living will be a 51% member of the managing member entity. Second, Coordinated Living will co-develop the Apartments with Ovation and will in turn receive a portion of the developer fee, which will allow it to further its resident services mission. Third, Coordinated Living will act as an applicant for HOME, FHLBSF AHP and/or other public funds, and will in turn ensure compliance under the various program rules. Finally, we anticipate that Coordinated Living will contract with Resident Services Coordinator at the Apartments.

With its non-profit affordable housing mission, Coordinated Living will act as an asset manager and long-term steward for the Decatur and Rome Family Apartments property, perhaps exercising the non-profit Right of First Refusal at the end of the 15-year tax credit compliance period to ensure long-term affordability.

The seven-person Coordinated Living Board of Directors and Executive Director contribute extensive experience in the areas on affordable housing finance, community service, communications and philanthropy. Its Board of Directors is independent of Ovation, with only two related members, and will be self-appointing.

Biography of Coordinated Living Board of Directors and Executive Director

Caitlin Shea (Coordinated Living Executive Director) is a native Las Vegas who has been serving the Southern Nevada community for over a decade. In her tenure as a non-profit executive, Caitlin has proudly raised over $10 million in the Southern Nevada community through multiple development and fundraising initiatives such as STEAM education, housing, homelessness, research and health, and children and family services. Her unique ability to instantly connect with people has garnered support from Fortune 500 Companies, professional sport teams and some of Southern Nevada's biggest names in philanthropy. Caitlin holds a bachelor's degree in Business Administration with a concentration in Marketing and Spanish. Amongst her proudest accomplishments are the hours she has dedicated to local and national

organizations inspiring people to reach for their dreams in education and careers including the Miss Nevada Scholarship organization, Women's Research Institute at UNLV, Rotary Club Las Vegas West and Delta Zeta Sorority.

Karen Sanchez (Coordinated Living Board President), a United States Navy Veteran, real estate, and resource management professional, continually demonstrates a proactive community building approach in many aspects of property management, directing of real estate sales, and working hands-on as the former Manager of Resident Services and current board member for Coordinated Living of Southern Nevada (Coordinated Living), 501(c)(3). She currently supports leasing operations in Lakewood Ranch, Florida, as a top-performer, community support representative, and property marketing specialist with MAA, a real estate investment trust (REIT), the largest owner-operator of multifamily communities in North America.

Karen's business and operations management education, with her humanitarian efforts to coordinate wrap-around resources, for those in need, has made her a powerful force in both the non-profit and for-profit sectors. She continues to be an award-winning advocate in fighting senior hunger and gaining recognition as an invaluable contributor towards community awareness, from coast to coast.

Shamika Kung (Coordinated Living Secretary) is an experienced technical recruiter in the fields of accounting, finance and engineering. With a demonstrated skill set of high volume requisition sourcing, she has been able to save her current employer over $200,000 in agency fees in a 5 month time period. She is also a Certified Internet Recruiter (CIR).

Shamika graduated from Bonanza High School in Las Vegas and Cum Laude from the University of Arizona. Since graduating, she has spent her entire working career in Las Vegas, served on the Las Vegas Institute of Management Accountants as the Membership Officer, member of the Asian Chamber of Commerce and helped spearhead the Diversity Inclusion Division at one of her employers. Her other passions include donating to United Blood Services and the Alzheimer's Association.

Charity Cage (Coordinated Living Treasurer) is originally from Pacific Beach, California and has called the Las Vegas area home since 2009. Charity has more than 20 years of experience in accounting. Her experience includes public, corporate, and governmental accounting. Her experience includes assisting multiple companies through their initial public offerings (IPO's), transitioning entities to become payment card industry compliant (PCI Compliant), and most recently, overseeing the day to day operations as Controller of the over 100 entities that make up Ovation Development. Charity holds her Master's Degree in Accounting, is a Certified Public Accountant, and has her CGMA (Chartered Global Management Accountant) designation.

Lorri Murphy (Coordinated Living Board Member) has more than 35 years' experience in Accounting, Finance and Risk Management in the Real Estate Development and Property Manage industries in the Las Vegas area. This includes supervision of all phases of accounting and budgeting, loan procurement, and implementing best practices to avoid litigation and minimize risk. During the past 10 years, Lorri has lead Ovation Contracting's efforts to develop affordable housing projects funded with Low Income Housing Tax Credits (LIHTC) and other

local federal funding sources. Lorri has a Bachelor's degree from The University of California at Santa Barbara (UCSB), and an MBA from University of Nevada, Las Vegas (UNLV).

Stacy Hertz (Coordinated Living Board Member) was born and raised in Las Vegas. Ms. Hertz served as Editor in Chief for *What's on Magazine.* Through her guidance and extensive knowledge of the publishing industry, *What's On* went on to become number one tourist magazine in Las Vegas. Since 2007, Hertz was appointed President of the Eagle Hills Homeowners Association in Summerlin. She, along with her daughter, joined the Las Vegas chapter of National Charity League, a mother-daughter organization whose goal is to foster a sense of community responsibility as well as to strengthen the mother-daughter relationship. In 2011, Hertz became the Communication Vice President for the non-profit.

Cathy Barber (Coordinated Living Board Member) has worked in the Commercial Real Estate industry for the last 13 years in Las Vegas. She is employed by U.S. Bank with over 10 years' experience as CRE Deposit and Payments Relationship Manager. Ms. Barber started with U.S. Bank's CRE Deposit and Payment Solutions team as a Relationship Manager overseeing the Nevada and Arizona commercial real estate markets to now the Relationship Manager for the West Region's Real Estate Investment Trust portfolio. Originally from the San Francisco Bay area, Cathy Barber started her career in Finance and Accounting as a Treasury practitioner in the semiconductor industry. Cathy is a graduate of San Jose University with a Bachelor's degree in Finance. She recently graduated from the Pacific Coast Banking School, a three-year, masters-level extension program for senior officers in the banking industry.

BJ Wright (Coordinated Living Board Member) grew up in rural South Dakota, the fifth generation to be born and raised on the family farm. After attending the University of Minnesota, BJ became very involved in community development. She was the Housing Director at a number of non-profit agencies and has almost 30 years of experience in housing. BJ is currently the Regional Nation Director of Community Relations for Dispatch Health. Dispatch Health's mission is to create the most advanced and complete in-home care model in the world. They offer on-demand healthcare of people of all ages in comfort of their own home. During her time with Dispatch Health, she has grown the Las Vegas market to the number two location in the United States. She is also responsible for the launching of nine new markets across the country.

Praxis Consulting Group, LLC

Ovation and Coordinated Living receive consulting assistance from Praxis Consulting Group, LLC. Formed in 2004, Praxis is a Nevada-based consulting firm that helps non-profit, for-profit and government organizations develop and finance affordable housing. Praxis also carries out research and technical assistance in the areas of community development, non-profit capacity building, fund-raising and public policy development. Since 2005, Praxis has secured the financing for over 75 affordable housing developments, totaling over 7,250 units and $1.25 billion in financing. Financing sources have included project-based housing choice vouchers, public housing operating subsidy, private grants, tax-exempt bonds, 4 percent and 9 percent tax credits, ARRA TCAP and Section 1602 funds, HUD HOME and state housing trust funds, state transitional housing monies, FHLB AHP funds, as well as conventional construction and permanent debt.

Current Workload

Our team will dedicate the necessary time to ensure the successful development of Decatur and Rome Family Apartments. While we are engaged in multiple projects, we are nimble and able to balance our workloads to meet any projected deadlines. Should we run into issues with time management, we will either include others or reduce the workload of key team members. Currently, the Ovation development team is completing the following developments:

Jobs w/executed contracts as of May 31, 2021	% Left to Complete as of May 31, 2021
Alper Drive	100%
Blue Diamond Quarterhorse	31%
Deer Springs/Durango	100%
Flamingo Canyons	100%
Madera Rehab	14%
Stephanie II	16%
Tuscany Rehab	6%
Wigwam Seniors	100%

With more than 35 years' experience in the Real Estate Development and Property Management industries, Lorri Murphy will lead the development team. She will be assisted by Charity Cage, Brandy Curry and Josh Reller. Additionally, Ovation will receive consulting assistance from Praxis Consulting Group, LLC. Please review the development team profiles above for more information on our development capacity.

References

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Section 3—Work Plan

Project Summary

Decatur and Rome Family Apartments is a planned 276-unit affordable family rental development, including 38 stand-alone "tiny homes," to be located on the northwest corner of N. Decatur Blvd. and W. Rome Blvd in the northwest area of the city of Las Vegas. The development will provide a state-of-the art, energy efficient, high-quality lifestyle, full of social interaction and stimulating indoor and outdoor activities at an affordable price to working families.

All of the units will be affordable to households below 60% of AMI. 176 units (63.8%) will be affordable to families at or below 49% of area median income (AMI). 100 units (36.2%) will be affordable to families at or below 59% of AMI. The weighted average income targeting and rent level for all of the units will be approximately 52.6% of AMI. The developer will also explore the "Average Income Test" allowed under the tax credit program to create true mixed-income rental housing, ranging from 30% to 80% of AMI.

The development includes 190 units in an "E"-shaped three- and four-story elevator building and 48 units in two three-story walk-up buildings. The campus also includes 38 studios with loft one-story "tiny homes."

The site plan includes extensive landscaping, courtyards, walking paths and recreational facilities as well as ample carport parking throughout the campus, with many spaces convenient to the front entrances of units. The site plan skillfully balances the demands of parking and open space with the goal of maximizing the number of residential units on the City-owned parcel. The Mediterranean-style design incorporates color and architectural details (trellises, columns, shutters, awnings, etc.) to break up the massing of buildings and increase its curb appeal.

Approximately 2.5 acres of the campus is devoted to a "tiny home" community of 38 stand-alone studio units (400 SF living area, not including loft sleeping space). The attractive and innovative small units incorporate open floor plans with windows and skylights and sliding doors that open to private back porches. The tiny homes are organized back porch-to-back porch to create an internal commons, with a meandering walking path and sitting and barbeque areas. A central community clubhouse with laundry and a living room unifies this portion of the campus.

Residents of Decatur and Rome Family Apartments will be able to take part in Coordinated Living of Southern Nevada's extensive on-site resident services programming. Please review the supportive services plan for more detail.

The financing for the Decatur and Rome Family Apartments will include tax-exempt bonds issued by the Nevada Housing Division (NHD), equity from the sale of non-competitive 4% Low Income Housing Tax Credits, HOME/LIHTF funds and/or Federal Home Loan Bank Affordable Housing Program (AHP) funds. The developer will also apply for gap financing through the NHD Growing Affordable Housing Program (GAHP) and Transferrable State Tax Credit (TSTC) Program. The GAHP and TSTC funding are designed to help innovative quality

affordable housing projects meet the necessary underwriting criteria to utilize the NHD tax-exempt bond and 4% Low-Income Housing Tax Credit programs.

The estimated total development cost is $50.98 million or about $184,728 per unit.

The project will be developed in one phase. Based upon our experience working through the BLM process, Decatur and Rome Family Apartments will close in July 2022 and start construction in August 2022 with construction completion by January 2024 and conversion in April 2025.

Non-Profit Information

1. Coordinated Living of Southern Nevada is a Nevada non-profit organization whose mission is to promote the development of affordable housing so that low-income Nevadans and their families can thrive in a setting that promotes individual growth, autonomy, choice and dignity.

   Coordinated Living has a staff of twelve: one Executive Director, one Assistant Resident Service Manager, two Resident Service Drivers, and eight Resident Service Coordinators who contract with the communities to provide services. For Decatur and Rome Family Apartments, we will add an additional Resident Service Coordinator. The existing Executive Director and Assistant Resident Service Manager will also substantially participate.

2. Coordinated Living will act as a co-developer of Decatur and Rome Family Apartments and will be materially involved in all activities related to the development and operations of the residence as will be detailed in the Manager LLC Operating Agreement between Coordinated Living and Ovation Design and Development, Inc., and Decatur Family, LLC. Through this partnership, we envision an active collaboration where Coordinated Living will provide expertise in programming and supportive services suitable to residents and Ovation Design and Development, Inc. will provide the financing capacity to enable the project to obtain top pricing from tax credit investors and lenders.

In addition to the development of affordable housing, Coordinated Living employs Resident Service Coordinators at all Ovation's affordable senior communities. These coordinators serve as a resource to connect residents with local governments and non-profits that help meet their basic needs. They also work with community partners to plan a full calendar of on and off-site activities that enhance the quality of the residents' lives. Arts & crafts programming, health, safety, and nutrition workshops, fitness classes, community gardening, holiday celebrations, outings and financial literacy classes are among the many activities offered. There are also numerous volunteer opportunities within the community and with some of our partners, which provide the residents with a sense of purpose and a way to "give back".

The seven-person Coordinated Living Board of Directors and Executive Director contribute extensive experience in the areas on affordable housing, finance, community service,

communications, and philanthropy. Its Board of Directors is independent of Ovation, with only two related members and is self-appointing. See "Development Team Experience" for more details on the biography of Coordinated Living Board of Directors and Executive Director.

Neighborhood and Market Feasibility

Decatur and Rome Family Apartments is located in a mixed density residential area, with nearby land zoned for medium-density residential and commercial developments. It is adjacent to Decatur Pines Senior Apartments, a new construction 150-unit affordable senior development, and Silver Sky at Deer Springs Assisted Living, both owned and operated by Nevada HAND.

The site is surrounded by an upscale and amenity-rich neighborhood. Directly adjacent to the property is Shadow Mountain Market Place and Crossroads Towne Center Shopping Mall. Both shopping centers contain many retail shops including a Costco Wholesale, Seafood City, Ashley HomeStore, Best Buy, Walgreens Pharmacy, a Walmart Supercenter and Bed Bath & Beyond. Within the same shopping centers, residents have access to a Wells Fargo Bank, FedEx, Western Union, Bank of America, and many restaurants.

The Decatur and Rome Family Apartments site is also near many community services. The Nevada Department of Motor Vehicles is located 1.0 miles from the project site. Pinnacle Community Services is located 2.0 miles east from the site and offer quality residential support to individuals with intellectual disabilities. This includes medical services such as nursing services and medication management, daily living support and a day program. The Antioch Community Services Center is located 2.4 miles east of the property. The community center offers counseling to address traumas, abuse, depression, anxiety, and other mental health issues.

Children at Decatur and Rome Family Apartments will attend Vincent L. Triggs Elementary School (0.5 miles), Lied Middle School (1.2 miles), and Kiki & Greg High School (3.1 miles). Nearby parks and recreational centers include Aviary Park (1.2 miles), Deer Springs Park (1.6 miles) and Silver Mesa Recreation Center, 4.4 miles south of the project site. Silver Mesa Recreation Center offers access to a swimming pool, basketball court, community room, gymnasium, playground, and a community room for social gatherings.

There is one bus stop located directly adjacent to the property: RTC Southern NV Route 103 runs through Shadow Mountain Marketplace to Mobility Training Center.

The need for affordable family housing in the Las Vegas Valley is well documented. According to the City of North Las Vegas 2020-2024 Consolidated Plan, 8,170 households in the City of North Las Vegas are extremely low-income, earning less than 30% AMI. Of those households, 84 percent, or 6,855 households, experience some type of housing problem (i.e., cost burden, overcrowded, substandard housing). It is estimated that by 2024, the number of low-income households with housing need will grow to 10,119. Additionally, the Plan states that there are an estimated 6,455 large family households facing housing needs (p. 26-27). Decatur and Rome Family Apartments will address a portion of this need by providing new units affordable to low-income households and for larger families.

According to the Nevada Housing Division's 2020 Annual Affordable Apartment Survey, the supply of affordable multi-family units in Las Vegas is extremely tight with responding properties reporting an average vacancy rate of 2.2% in 2020. Vacancies are expected to remain low and rental rates should continue to increase.

All of the units at Decatur and Rome Family Apartments will be affordable to households below 60% of AMI. 176 units (63.8%) will be affordable to families at or below 49% of area median income (AMI). 100 units (36.2%) will be affordable to families at or below 59% of AMI. The weighted average income targeting and rent level for all of the units will be approximately 52.6% of AMI.

The developer will also explore the use of the "Average Income Test" created by Congress under the Consolidated Appropriations Act of 2018 in order to expand the affordability window of the development to create true mixed-income rental housing. Section 42 of the Internal Revenue Code (IRC) includes a new option for the Minimum Set-Aside (MSA), which allows projects to serve households with income of up to 80% of AMI or as low as 20% of AMI, as long as the average income remains below 60% of AMI (or is this case, below 52.6% of AMI).

The rents at Decatur and Rome Family Apartments will be significantly below market rate for comparable apartment product. The rents will range from $628 to $766 for a studio "tiny home" unit, $677 to $824 for a 1-bedroom unit, $814 to 991 for a 2-bedroom unit and $941 to $1,146 for a 3-bedroom unit. For comparison, HUD 2021 Fair Market Rents (FMRs) are $780, $937, $1,143, and $1,636 for a studio, 1-bedroom, 2-bedroom and 3-bedroom, respectively. We believe the comparable market rents will be even higher, given the location and the proposed site and unit amenities.

Development Description

Decatur and Rome Family Apartments includes 190 units in an "E"-shaped three- and four-story elevator building and 48 units in two three-story walk-up buildings. The campus also includes 38 studios with loft one-story "tiny homes."

The site plan includes extensive landscaping, courtyards, walking paths and recreational facilities as well as ample carport parking throughout the campus, with many spaces convenient to the front entrances of units. The site plan skillfully balances the demands of parking and open space with the goal of maximizing the number of residential units on the City-owned parcel. The Mediterranean-style design incorporates color and architectural details (trellises, columns, shutters, awnings, etc.) to break up the massing of buildings and increase its curb appeal.

Approximately 2.5 acres of the campus is devoted to a "tiny home" community of 38 stand-alone studio units (400 SF living area, not including loft sleeping space). The attractive and innovative small units incorporate open floor plans with windows and skylights and sliding doors that open to private back porches. The tiny homes are organized back porch-to-back porch to create an internal commons, with a meandering walking path and sitting and barbeque areas. A central community clubhouse with laundry and a living room unifies this portion of the campus.

The development will be LEED-Gold certified and built to Universal Design Standards to promote accessibility and aging in place. The buildings will include high efficiency heating and cooling equipment including EnergyStar appliances, low-E vinyl thermal pane windows, high R-value wall and attic insulation. The development will promote sustainable building techniques using low- or no-VOC paints, carpeting, padding, and adhesives, and formaldehyde-free particleboard and will promote water conservation with low-flow fixtures and extensive xeriscape landscaping. Decatur and Rome Family Apartments also proposes the installation of water filters and water softeners with reverse osmosis. The development will also have tankless water heaters.

Unit amenities will include:

- Open Floor Plans,
- Chef-Inspired Kitchens,
- Granite or Quartz Countertops,
- Hard Surface Flooring,
- Ample Cabinet Space,
- Full Kitchen Appliance Package,
- Luxurious Bathrooms, and,
- Accessible Showers.

Decatur and Rome Family Apartments will also include an array of security measure to ensure that residents at the development are secure and safe. Proposed security features to be installed include indoor and outdoor surveillance cameras, pass-code entry system, motion sensors, alarm systems, gated entrance, light in all hallways, walkways, parking lots, and stairwells, and smoke detectors.

Interior Common Space Amenities—The residents at Decatur and Rome Family Apartments will enjoy a full complement of community space amenities. There will be a food pantry, business center as well as classroom and facilities for meetings and social gatherings. The large elevator building will also contain a fitness room, kitchen, and a game area. The campus will include a separate one-story clubhouse also available to residents. Common area laundry facilities and a reading/media room are also anticipated. Residents will have access to an on-site ATM machine as well as access to WIFI and basic cable free of cost in all common area spaces.

Outdoor Amenities—Decatur and Rome Family Apartments will provide plenty of outdoor activities for its residents. The site will contain a swimming pool and jacuzzi as well as diverse outdoor recreation areas, including a playground and pet park. Outdoor spaces will include extensive landscaping, picnic tables, benches and barbecues, as well as carport parking for residents. Ovation will also provide an on-site bus stop if allowed by the RTC.

Development Details

The proposed unit mix for Decatur and Rome Family Apartments is as follows:

	#	NSF	%
Tiny Home Units	38	400	13.8%

Elevator Apartment Units			
1 Bedroom / 1 Bath	112	685	40.6%
2 Bedroom / 1 Bath	23	910	8.3%
2 Bedroom / 2 Bath	55	930	19.9%
Walk-Up Garden Units			
3 Bedroom / 2 bath	48	1,158	17.4%
Total	276	219,526	100.0%

Tenants will pay for electricity, which will be off-set by a utility allowance. The owner will cover all other utility costs, including water, sewer and waste removal.

14 units will be fully accessible for persons with mobility impairments and 6 additional units will be accessible to persons with visual and/or hearing impairments. All 276 units will meet Fair Housing accessibility requirements.

The proposed project includes 466 parking spaces: 276 covered, 172 open, and 18 accessible parking spaces, for a per unit parking ratio of 1.7 to 1, which meets parking requirements under the Code.

In Section 5 Document Library, please find attached the executed Accessibility Checklist and Architect Certification.

Marketing Strategy

Ovation Design and Development, Inc. and Coordinated Living are versatile with all HUD cross-cutting federal requirements including Davis-Bacon, Section 3, Fair Housing, Affirmative Marketing, and the Environmental Review process. All eleven of Ovation's and Coordinated Living's affordable housing developments have successfully utilized HOME funds and are in compliance with federal regulations with regard to the use of federal funds.

The owner of Decatur and Rome Family Apartments, Decatur Family, LLC, Coordinated Living of Southern Nevada ("Coordinated Living"), Ovation Design and Development, Inc., and their property manager, Ovation Business Services, DBA Ovation Property Management, comply with all Federal fair housing regulations, including the Fair Housing Act and the Americans with Disabilities Act, in order to make their developments accessible to people of all racial and ethnic backgrounds, as well as people of all physical abilities. In carrying out its marketing program, the Team does not discriminate on the basis of race, color, creed religion, gender, sexual preference, national or ethnic origin, citizenship, ae, disability, ancestry, class, marital status, or any other basis prohibited by law.

To further ensure participation of interest citizens, interpreter services will be available for all applicants for whom English is not a primary language. Ovation and Coordinated Living will display the Equal Housing Opportunity logo and/or statement on all outreach materials.

The development team will market broadly to attract a diverse resident population. Many potential applicants will come through Ovation's own website http://seniorlasvegasliving.com. Other marketing strategies include:

- Networking with and out to city and county governments, public libraries, religious institutions, and local businesses;
- Outreach to Public Housing Authorities and other administrators of Section 8 rental certificates;
- Networking with operators of conventional, un-subsidized housing;
- Mailings/presentations to local multi-cultural organizations;
- Mailings/presentations to local civic and business groups;
- Advertisements in local newspapers, newsletters, programs, etc., and;
- Hosting of special events/open houses/tours
- A waiting list for the development will be generated to assist with initial rent up and to ensure continued occupancy. Qualified applicants will be prioritized chronologically.

Possible sources of referral will include, but not be limited to, local service and government agencies who work with families.

Fair Housing

Coordinated Living, Ovation Design and Development, Inc., its property management firm, Ovation Business Services, DBA Ovation Property Management, will make every effort to create a pool of applicants who are programmatically appropriate, racially and ethnically diverse, and representative of a range of physical abilities. Coordinated Living, Ovation Design and Development, Inc., and Ovation Management will advertise in newspapers and other local publications as well as work with local providers to inform groups that would be least likely to apply for units at Decatur and Rome Family Apartments. We will also ask health clinics, shelters and food pantries to display advertisements.

Coordinated Living, Ovation Design and Development, Inc. and Ovation Property Management will ensure that its property management team undergoes training that will involve all applicable federal and state housing laws including regulations relevant to the Decatur and Rome Family Apartments. They will review the implementation of the fair housing policies and procedures performed by the property management team during the first few months of employment until such time as they are confident of their skills. Further, the property management team will attend affirmative housing conferences sponsored by appropriate federal and state governmental agencies to maintain the affirmative fair housing marketing knowledge and skills.

Decatur and Rome Family Apartments will promote greater housing choice by creating new affordable housing for low-income families in a non-impacted middle-income community where there is very little affordable rent-restricted housing. The parcel is located in census tract 33.09. Based upon the Federal Financial Institutions Examination Council (FFIEC) data, an agency that provides guidance to banks and regulations on enforcing Community Reinvestment Act regulations, the tract is defined as a "Upper income," with median incomes at 149.70% of the AMI. The tract consists of single-family and multi-family housing and commercial retail.

Supportive Services Plan

Since its inception in 2014, Coordinated Living of Southern Nevada (Coordinated Living), in partnership with Ovation Property Management, has been providing supportive services to residents in eight affordable housing communities across the Valley.

Residents of Decatur and Rome Family Apartments will be able to take part in Coordinated Living's extensive on-site resident services programming, which includes services in the following categories: Nutrition, Transportation, Health, Education and Fitness. These targeted areas of services allow us to identify and partner with community organizations and companies that are the experts in their respective fields. These services are designed to enhance quality of life for residents, provide dignity in an affordable housing environment and most importantly create a sense of long-term stability. These programs are what set Coordinated Living apart from other affordable housing programs in the community.

Coordinated Living currently provides robust resident services across eight senior affordable housing communities through a dynamic, dedicated team of individuals with a passion to serve the community. The Coordinated Living team consists of eight resident services coordinators and two delivery drivers, led by the Executive Director and Assistant Manager of Resident Services. One Coordinator is located at each property and becomes the face of the organization, and the programs Coordinated Living offers. Often times, these Coordinators are the ones who residents go to for support and guidance when they are experiencing challenges. They provide a friendly face who can assist them with resources both on- and off-site. The drivers are a critical piece of Coordinated Living's food programming, as they pick up and deliver **over 1,000 pounds** of food each day from food rescue and other programs to support the weekly food programs at all of the Coordinated Living communities.

The community spaces in an Ovation/Coordinated Living development are actively programmed and always busy. On any given day, one can find coffee brewing in the community kitchen, someone playing piano in the multipurpose room and residents enjoying the beautiful outdoor commons and pool area on a hot summer day. A randomly selected week in April at the Ensemble development included the following activities:

- Anthem/CareMore Visiting Physicians;
- Walmart & 99¢ Store Free Shopping Shuttle;
- "Acoustic Jam & Sing Along;"
- Food Rescue Distribution;
- Gym Zumba w/Jeanie;
- Residents' 10¢ Bingo! ;
- "Dress for a Mess!";
- DIY Glass Sun Catcher!;
- "Stay Strong, Stay Healthy" Fitness Class w/UNR! ;
- RTC Bus Pass Distribution;
- Anthem/CareMore Q & A Table!;
- "Seniors Eating Well" Nutrition Classes w/UNR!;

- Garden Club Meeting; and,
- Hair Cuts! Bldg. I Salon!

Decatur and Rome Family Apartments is a new venture for Coordinated Living in that it will be providing services in a workforce housing community to low-income children and families. The following list of service partners for this development includes both existing partnerships that we have leveraged in our eight senior affordable housing communities and new partnerships to address the specific needs of children and families. (* Indicates existing Coordinated Living community partner/vendor).

Nutrition Partners

- **Three Square Food Bank***- Three Square Food Bank is a 501(c)(3) nonprofit organization, and a member of Feeding America. Established in 2007, Three Square is Southern Nevada's only food bank and the area's largest hunger-relief organization. This is an existing partnership for Coordinated Living, which provides two major food programs each month- Golden Groceries and Food Rescue, providing bags of perishable and nonperishable foods to residents. These programs are offered to our residents free of charge and for many of them, this might be the only food they receive for the month because they are living on a fixed income. Currently we provide **over half a million pounds** in food annually to our residents and we will be extending this program to Decatur and Rome Family Apartments. For the workforce housing community, we plan to partner with Three Square through additional food subsidy programs which focus on children, families and afterschool snack/lunches.

- **Helping Hands of Vegas Valley***- Helping Hands of Vegas Valley is a non-profit whose mission is to improve the quality of life for senior citizens and their families in order to maintain their dignity and independence. This is an existing partnership that provides a monthly food distribution for residents 60+ of both shelf stable and perishable food items such as meat and produce. While this program is age restricted to seniors, we plan to bring it into our workforce housing community, as some of the households will be eligible. This will add an additional layer of support when it comes to food security for the household.

- **Project 150-** Project 150's mission is to provide support and services to homeless, displaced, and disadvantaged high school students so they can remain in school, graduate, and build bright futures. This would be a NEW partnership for Coordinated Living providing youth services to support high school aged students grades 9-12. Project 150 offers a variety of free services including a robust food pantry program, where students would be able to access nonperishable bags of food for the weekend when they would not be receiving school lunches and subsidy food offered throughout the school week and into

the summer. It also offers support with bus passes and a clothing store where students can pick out items for back to school, replacements of undergarments, shoes and other necessities throughout the year. Coordinated Living will coordinate its on-site offerings and then plan field trips to their clothing boutique, Back to School giveaways and Prom Closet.

- **East Valley Family Services***- East Valley Family Services is a non-profit 501(c)(3) organization that provides support for families in need. Its mission is to help families, children and seniors to become and remain self-sufficient, healthy and socially responsible. This is an existing partnership that Coordinated Living is piloting in two of our senior affordable sites. Once these sites have hit a targeted number of seniors, we will continue to expand it across all eight affordable sites. The organization offers a monthly food program for seniors and families, healthcare options for those uninsured, parenting courses, a family resource center, employment resources and more. This is a partnership we would bring to the workforce housing community immediately.

Transportation Partners

- **Regional Transportation Commission of Southern Nevada (RTC)** *- The RTC is a regional entity that oversees public transportation, traffic management, roadway design and construction funding, transportation planning and regional planning efforts known as Southern Nevada Strong. This is an existing partnership for Coordinated Living that provides free 24-hour bus passes. These passes are offered two times per week and are utilized by hundreds of our senior residents across six of our eight senior affordable housing communities. In addition to the bus passes, RTC offers two other programs "Seniors on the Go" Training Program and the Silver STAR Fixed Route for Seniors. For our workforce housing program, we would work to offer these 24-hour bus passes to families that would like to utilize public transit. Coordinated Living will also explore other opportunities for monthly rider passes, as many of our future residents will likely take public transit to and from work each day.

- **Southern Nevada Transit Coalition (SNTC)** and **The Jewish Federation***- The SNTC was incorporated in June of 2002 as part of the Nevada Department of Transportation's Public Rural Ride (Pride) program. Silver Rider Transit is the organizational branding of the SNTC. The SNTC is a private, non-profit, 501(c)(3) organization. This is an existing partnership for Coordinated Living that provides weekly shopping loop buses taking our senior residents to major shopping centers. For residents who have mobility issues and/or are without a vehicle, these programs support critical trips to pick-up medication, see a doctor, or shop for essentials. This would be a partnership we would look to include in our workforce housing communities.

- **Helping Hands Transportation Services***- "Helping Hands of Vegas Valley is a non-profit whose mission is to improve the quality of life for senior citizens and their families in order to maintain their dignity and independence." The Helping Hands bus service is a bi-monthly service that transports residents to major shopping facilities near the community.

The Service loops 2-3 times during the outing so that residents can get on and off at their leisure. This allows residents to grocery shop, pick up prescriptions, attend doctor appointments and more.

Health Partners

- **Eye Care 4 Kids-** EyeCare4Kids™ is a children's charity that provides professional exams and glasses for children at no cost to their families. Glasses have an immediate and positive impact on children with correctable vision problems, and will help their performance in school, as well as increase their confidence. This would be a new partnership for Coordinated Living and would be utilized to support resident children from birth to 18 years old with eye health. We will work to provide quarterly eye clinics and bring the mobile eye care center into our workforce community throughout the school year and into the summer months when children are preparing to return to the classroom.

- **Dispatch Health*-** This is an existing partnership for Coordinated Living that allows us to bring urgent care services into resident homes. Dispatch Health offers these visits directly to the home to provide urgent medical care, follow up visits, prescription orders, X-rays, diagnostic testing and more. This invaluable partnership helps to protect our most vulnerable senior residents from potential COVID exposure and also allows them to be seen in the comfort and convenience of their home, further avoiding unnecessary hospital stays and potential high-cost care that could have been avoided. For our workforce housing community, we would be welcoming Dispatch out to do free health screenings and clinics to educate our residents about avoiding costly hospital visits. We would also engage them in holding urgent care clinic monthly so that any of our residents who might have questions or health concerns can have them addressed on site.

- **Immunize Nevada*-** Immunize Nevada is widely recognized as Nevada's trusted resource for immunizations and community health for all ages by fostering education and statewide collaboration. This is an existing partnership for Coordinated Living that allows us to bring immunization clinics, education classes and informational resources to our residents on site. Currently our work with this organization includes COVID shot clinics and flu shot clinics. For our workforce housing community, this partnership would be invaluable for back-to-school shots, annual flu and COVID shots and other necessities for our residents from birth to senior age.

Fitness Partners

- **LosJudah Fitness*-** LosJudah Fitness Company specializes in the active senior living lifestyle. It is Las Vegas's only locally owned senior group fitness company. This is an existing partnership that allows Coordinated Living to offer monthly fitness classes on site and free of charge to our residents. These classes include chair yoga, Zumba, line dancing, strength & conditioning, water aerobics and balance & flexibility classes. For our workforce

housing community, we will work with LosJudah to create multigenerational fitness classes to be offered on the weekends and in the summertime. We would also keep our fitness class schedule during the week for those residents who are home and would like to enjoy an hour of exercise. Additionally, we would invite LosJudah to hold quarterly fitness education courses, where it shows residents how to use all of the equipment in our on-site gym facilities, encouraging residents to get active on their own.

- **Girls on the Run-** Girls on the Run is an after-school program designed to inspire girls of all abilities to recognize and embrace their inner strength. Lessons emphasize the important connection between physical and emotional health. This will be a new partnership for Coordinated Living and would focus on elementary school aged girls. This program does a lot of great work to promote confidence and leadership in young women and would be a huge asset in creating the future leaders in our community in addition to providing exercise and education.

Education Partners

- **Ants in the Pants-** Ants in the Pants is a Las Vegas- based non-profit focused on empowering young students through creative writing and storytelling. Students participate in writing workshops designed to ignite their imaginations and focus their energy. Its team works with each student to help them create vibrant, detailed stories, giving the students confidence in the power of their ideas. This would be a new partnership for Coordinated Living and would offer the children and young adults living in our workforce housing community the opportunity to flex their creative muscle. The workshops and shows they would create would also be performed on site for a free night at the theatre for our residents!

- **DISCOVERY Children's Museum-** DISCOVERY puts children's needs for play, exploration, inspiration, belonging, and unique learning experiences above all else. And it has been doing so for 30 years. Its mission is to foster a welcoming, vibrant, and inclusive environment where all are invited to engage in playful and educational experiences that ignite a lifelong love of learning. This would be a new partnership for Coordinated Living and would offer after school and summer programming through their mobile program DISCOVERY on Wheels. This is a health science-based program that ties art projects, science and group projects to teach children the importance of creating a healthy and strong body. Coordinated Living would also plan multiple field trips for our youngest residents throughout the year through DISCOVERY'S field trip subsidy program.

- **Green Our Planet-** Green Our Planet is a 501(c)(3) non-profit conservation organization that runs the largest and one of the most comprehensive school garden programs in the United States. Green Our Planet's mission is to help conserve, protect, and improve the environment through education, which includes building outdoor and indoor gardens in schools so that students in PreK-12th grade schools can learn about STEAM, nutrition and

conservation. This is a new partnership for Coordinated Living and would focus in on both outdoor community garden spaces and the hydroponic gardens that can grow indoors year-round. These programs would be offered to our younger residents with support via adult volunteers and include specific volunteer jobs in order to keep our gardens beautiful and producing wonderful items that can be given out at our own farmer's market 2-3 times per year within the community.

- **SPRATS*-** Sprat Classes are art and theater workshops offered in partnership with Core Academy to seniors and teens in the Las Vegas Valley. This is an existing partnership for Coordinated Living that offers a wide variety of art programs including virtual art classes, live instruction and take-home art kits. For our workforce housing community, we would bring these art program on site to offer both intergenerational learning opportunities and art camps for youth for the holiday breaks and the summer months for our youngest residents.

- **After School All Stars-** The goal of After-School All-Stars Las Vegas is to eliminate barriers so that all students are afforded the same opportunities to succeed in school and in life. This would be a new partnership for Coordinated Living that offers a wide array programs including after school tutoring, outdoor programming, volunteerism and more. This would offer children elementary and middle school aged the chance to learn both in and out of the classroom, provide opportunities to see different outdoor wonders right in their backyard and teach then the importance of volunteering in the community.

- **UNR Cooperative Extension (UNR Coop)*-** This is an existing partnership for Coordinated Living that allows us to offer our senior residents a comprehensive program list both in person and virtual, including: cooking demonstrations, garden nutrition, environmental scans to assess additional onsite needs and concerns, healthy living tips and tricks, monthly newsletters with recipes, exercises, healthy eating options and more. For our workforce housing community, we would work in tandem with UNR Coop to bring many intergenerational learning opportunities to our families, their children and the seniors. This will provide multiple ways for residents to connect and make a difference together through community gardens, organized health and wellness days and more.

<u>Miscellaneous Partners:</u>

- **Baby's Bounty-** Baby's Bounty supports and empowers at-risk families by providing education and the essential tools to ensure a good start for every baby. This will be a new partnership for Coordinated Living and allow us to support young families and their babies who live within the workforce housing community. This includes becoming a vetted partner agency, joining the diaper bank list, connecting residents to the essential items including formula, diapers, clothing, car seats, cribs and more.

- **Dress for Success Southern Nevada-** Dress for Success Southern Nevada is the Las Vegas-area affiliate of the international non-profit that empowers women to achieve

economic independence, enabling them to build a career and become self- sufficient. This will be a new partnership for Coordinated Living and will give our residents opportunities to find professional attire for job interviews, new jobs and more. We plan to partner with them for a pop-up work attire shop for our residents.

- **Best Buddies**- Best Buddies offers One-to-One Friendship, Integrated Employment, and Leadership Development programs for individuals with and without intellectual and developmental disabilities (IDD) in Nevada. This is a new partnership for Coordinated Living and will allow us to support our residents with IDD to connect with a buddy and navigate employment with its integrated employment program.

- **Jewish Family Services***- Jewish Family Service Agency provides professional social services to families and individuals in times of need. This is an existing partner that provides subsidized transportation services with SNTC in Coordinated Living communities. However, the family resource component will be new to Coordinated Living. Jewish Family Service Agency will offer resources including: Emergency Assistance for Rent, Mortgage, Utilities, Prescription Medication, Eye- glasses, Food, Mental Health Counseling, Short-term child care and Medical Insurance premium.

In addition to highlighted services above, Coordinated Living partners with local community agencies to assist residents with the following services:

- accessible transportation for shopping, medical and recreation;
- partnerships with multiple food banks to promote senior hunger programs through on-site pantry distributions, governed on-site food pantries at all communities;
- 24-hour amenities to help combat senior isolation;
- medical insurance forums from all major insurance companies;
- personal and community safety educational forums;
- State of Nevada and Clark County support through multiple non-profit aging and disabilities organizations;
- on-site public library partnerships;
- mental health and brain health outreach programs;
- on-site immunization clinics;
- on-site wellness centers and physician visits;
- hospice and advance directives workshops;
- on-site beauty salon services;
- furniture and household items donations;
- rental assistance;
- Veterans' assistance programs;
- homeless initiative placement partnerships;
- collaboration with fitness and nutrition outreach programs;
- master gardeners for on-site organic edible gardening;
- intergenerational artistic ensemble social events;
- on-site resident volunteer opportunities; and,
- continual live entertainment and extensive monthly calendars of events that are specifically

designed to meet the economic, physical, social, and psychological needs of low-income seniors in order to promote health, security, happiness, autonomy and usefulness.

For reference, we have attached established Memorandum of Understanding between Coordinating Living and existing partners. We will negotiate similar agreements for all existing partnerships and future partnerships for the Decatur and Rome Family Apartments development.

three square
together, we can feed everyone
FEEDING AMERICA

New Site Visit:	x
Annual Visit:	
Follow-up Visit:	
New Location:	

Agency Partner Site Monitoring Form

Date of visit: 2/12/2021 Program #: 329 Partnership Approval Date: _____

Agency Name: CLSN- Crescendo Phone for clients: _____

Site Address: 9550 W. Russell Rd., Las Vegas, NV 89148

Billing Address if different from site: _____

Program Type: ☐ Open to public ☐ Client Focused

Check all that apply:

☐ Pantry	☐ Rehabilitation Group Home	☐ Produce	☐ Homeless Meals
☐ Community Meal	☐ Youth Group Home	☐ School Pantry	☐ Food Rescue Only
☐ Closed Meal (Program Clients)	☐ Daycare (Adult/Children)	☐ Senior Program	☐ Purchase Only
☐ Shelter (Shelter Residents)	☐ Mobile Pantry	☐ Veteran's Group Home	☐ TEFAP
☐ Farmer's Market	☐ Other: _____		

Coordinator Name: Brianne Dennis Phone: 702-990-2764

E-mail: brianned@coordinatedliving.org

Admin/Dir. Name: Caitlin Shea Shopper: N/A ☐ Phone:702-833-0639

Safe Food Handling: Exp Date: 11/26/2021	Safe Food Handling Name: Brianne Davis	Pest Control Date: 2/3/2021	Pest Control Name: Southern Nevada Pest Control
Monthly Reports Missing: N/A		501c3 check:	
Is account current: ☐ Yes ☐ No If no, past ☐ 60 days ☐ 90 days ☐ 120 days		Total Amount Owed: N/A	
Pounds received from TS (last 30 days): N/A		Pounds received from TS (last 12 months): N/A	

A. Facility Evaluation

1. Is food stored in a secured/locked area? (x) Yes ( ) No _____
   Who has access? _____
2. Is the storage area clean? (no holes/cracks in the walls, evidence of moisture, etc.) (x) Yes ( ) No _____
3. Is food stored away from walls/ 18" from ceiling? (x) Yes ( ) No _____
4. Is food stored 6" off floor? (x) Yes ( ) No _____
5. Is stock rotated on a regular basis (FIFO/FEFO)? (x) Yes ( ) No _____
6. Is the area free from evidence of rodents/insects? (x) Yes ( ) No _____
7. Is the storage area well ventilated? (x) Yes ( ) No _____
8. Are cleaning supplies stored away from food? (x) Yes ( ) No _____
9. Is there any evidence of stock piling? (3 mos.+) ( ) Yes (x) No _____
10. Refrig/freezer well maintained and defrosted? (x) Yes ( ) No _____
11. Adequate circulation space in refrigerators/freezers? (x) Yes ( ) No _____
12. Is food stored correctly in cold units (raw meat on bottom, ready to eat food on top)? (x) Yes ( ) No _____
13. Is food/product stored at any other location? ( ) Yes (x) No _____
    If so, where? _____
14. Do wash stations have hot water? (x) Yes( ) No _____
15. Do wash stations have hand-washing signs? (x) Yes ( ) No _____
16. Is garbage area clean? (x) Yes ( ) No _____
17. Is Fire Extinguisher present? yes

On-Site Feeding Programs:

1. Are food prep areas clean and free from debris? ( ) Yes ( ) No N/A
2. Are sinks clean and maintained? ( ) Yes ( ) No N/A
3. Is stove clean and maintained? ( ) Yes ( ) No N/A
4. Is the dining areas clean (tables, floors, etc.)? ( ) Yes ( ) No N/A
5. What products are used to sanitize area? _____

B. Record Keeping & Public Awareness

1. Is Safe Food Handling Certificate on file? (x) Yes ( ) No _____
2. Three Square invoices on file? (3 yrs.) ( ) *New* (x) Yes ( ) No _____
3. Client intake information on file? (3 yrs.) (x) *New* ( ) Yes ( ) No _____
4. Monthly Statistics Reports on file? (3 yrs.) (x) *New* ( ) Yes ( ) No _____
5. Review Agency's process for calculating Monthly Statistical Report ( )Correct ( )Incorrect _____
6. Compare Agency Monthly Reports to Client Intake information ( )Correct ( )Incorrect _____

Previous month's stats:

HH: _____ C: _____ A: _____ S: _____

Average monthly stats:

HH: _____ C: _____ A: _____ S: _____

7. Are the hours of distribution clearly posted to clients on a permanent basis? ( ) Y ( ) N N/A
8. Are eligibility requirements posted in visible location for clients? ( ) N/A ( ) Y ( ) N N/A

Comments: _____

NUMBER OF REFRIGERATORS SEEN 1 ☐ Inadequate refrigerator space to store product

	Type (Circle one)	Temperature Log	Thermometer	Temperature	ACE Grant yes/no
1	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working	35 F	
2	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		
3	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		
4	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		
5	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		
6	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		

NUMBER OF FREEZERS SEEN 1 ☐ Inadequate freezer space to store product

	Type (Circle one)	Temperature Log	Thermometer	Temperature	ACE Grant yes/no
1	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working	13 F	
2	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		
3	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		
4	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		
5	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		
6	Home /Commercial one-door /Commercial two-door/ Walk-in/ Chest	☐ Yes ☐ No	☐ Yes ☐ No ☐ Not working		

Comments: _____

D. Program Information

Pantry Program (if applicable)

Days and Hours of Distribution: Discussing

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

On-Site Feeding Program (if applicable)

Days and Hours of Distribution:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Check the meals served ( ) Breakfast ( ) Lunch ( ) Dinner ( ) Snack

1. Is distribution before/after church service, prayer group? ( ) Yes ( ) No (x) N/A
   If yes, what time are services/groups held? _____
2. If at a church, what percentage of recipients are church members? _____ (x) N/A
3. Describe process for church members to receive food: _____
   _____
4. How often may a person receive food/meal?
   ( ) Once a week (x) Once a month ( ) As often as necessary ( ) Emergency
   ( ) Other Please describe: _____
5. What type of distribution method is utilized?
   (x) Client Choice pantry ( ) Traditional ( ) Combination ( ) Other: _____
6. Does Agency make home deliveries? ( ) Yes (x) No ( ) Emergency Only

10. Describe process for volunteers/staff that receive food from distribution: As of now, only CLSN staff distributes food (COVID-19). If volunteer/staff qualified for product all residents would receive, the product then the volunteer/staff would be eligible to pick up their product after clients have received product.

Outreach Information

1. SNAP (Food Stamp) outreach? ( ) Yes (x) No *Comments:* Rielly will email flyer
2. Do you network with other agencies? ( ) Yes (x) No *Comments:* _____
3. Additional services provided by agency: Monthly food rescue (Three Square), transportation (24 hr. bus pass program), loop/shuttle program, rental assistance, and furniture donation program

Product Information

1. Does program pick up food directly from retailers/grocery stores, etc.? ( ) Yes (x) No
If yes, are pounds reported to Three Square for receipting? ( ) Yes ( ) No
2. Comments about on-line ordering: N/A
3. How often do you check on-line inventory? N/A
4. Any comments on Food Bank products (Purchase, Donated, Produce)?

_____

_____

_____

E. Summary

1. Describe any recent problems with Three Square staff or services: _____

_____

2. Are you interested in growing your program? _____
3. Would you be willing to host a Mobile Pantry? ( ) Y ( ) N
4. Does your program have a need for capacity building equipment? If so, what specific equipment would you need to allow your agency to serve more clients?

_____

5. Would having this equipment allow you to increase the number of days/ hours/ clients you serve?

_____

Items out of Compliance:
☐ Freezer Temperature >0 degrees
☐ Cold food stored above 41 degrees
☐ Accurate thermometer missing in freezer/ refrigerator
☐ Refrigerator/ freezer temperature logs missing or not competed
☐ Food stored less than 6 inches above the ground
☐ Food Safety certification missing or expired
☐ Facility or equipment not clean
☐ Food improperly handled during storage, preparation, or service. Describe:
☐ Other:

Agency Partner Representative — Date: 2/16/21

Three Square Representative — Date: 2/16/2021

Coordinated Living of Southern Nevada/Ovation Property Management
Jewish Nevada
Memorandum of Understanding

The Jewish Federation of Las Vegas (dba Jewish Nevada) represents the voice of the organized Jewish Community. Our dedication to the health and welfare of all Nevadans is demonstrated through our funding of many community programs that provide vitally needed services to those in need.

Minuet Senior Apartments (all phases), Duet Senior Apartments, Tempo Senior Apartments (all phases), Acapella Senior Apartments, Ensemble Senior Apartments (all phases), Crescendo Senior Apartments (all Phases) and Melody Senior Apartments (all Phases) located in Clark County are senior-restricted developments, available to residents age 55 and above. The Apartments will include the physical spaces and social supports to allow low-income and frail elderly residents to age in place, in a setting that promotes individual control, autonomy, choice and dignity.

Roles and Responsibilities

Coordinated Living of Southern Nevada/Ovation Property Management will provide increased access to transportation by contracting with Southern Nevada Transportation Coalition (SNTC), through Jewish Nevada, to provide rides to grocery shopping and recreational outings for seniors, age 60 and over.

- The agreement calls for a service hour rate at $45.00 per hour, per bus from SNTC.
- Shopping trips will be within a 5-mile radius of the Apartment pick up location.
- Recreational travel days will be scheduled at least 7 days in advance.
- Provide SNTC transit personnel with a manifest of the pickups, destinations and returns that have been scheduled.

Jewish Nevada will provide increased access to transportation for seniors, age 60 and over by collaborating with Ovation Development Corporation:

- Reviewing monthly invoicing of scheduled rides with staff to verify accuracy.
- Complete monthly invoicing of scheduled rides.
- Coordinate payment of services.

We, the undersigned have read and agree with this MOU.

12/2/2020

Caitlin Shea
Manager Resident Services
Date

Tracy Aparicio 12-1-2020

Tracy Aparicio
Director of Finance, Jewish Nevada
Date

Section 4—Exceptions to the Sample Contact

Coordinated Living of Southern Nevada, Inc. and Ovation Design and Development, Inc. have followed all instruction of the Statement of Work. There are no exceptions.

As required by the "Proposal Content" and the "Statement of Work," please find attached the following required certifications:

- Affirmative Fair Housing Marketing Plan
- Affirmative Marketing Certification

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp.12/31/2016)

1a. Project Name & Address (including City, County, State & Zip Code)

Decatur and Rome Family Apartments
6635 N. Decatur Blvd.
Las Vegas, NV 89131

1b. Project Contract Number

TBD

1c. No. of Units

238; 38 tiny ho.

1d. Census Tract

33.09

1e. Housing/Expanded Housing Market Area

Housing Market Area:Las Vegas, NV
Expanded Housing Market Area: Clark County, NV

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Ovation Business Services, DBA Ovation Property Management
6021 S. Fort Apache Road. Suite 100 Las Vegas, NV 89148 (702) 990-2335; reiniers@ovationdev.com

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Decatur Family, LLC (to-be created), c/o Coordinated Living of Southern Nevada, Inc.
5625 S. Hollywood Blvd, Las Vegas, NV 89122; 702-833-0639 caitlins@coordinatedliving.org

1h. Entity Responsible for Marketing (check all that apply)

☐ Owner ☑ Agent ☐ Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

Laurie Vance, Vice President, (702) 990-2790 lvance@lasvegasliving.com
Ovation Business Services, DBA Ovation Property Management 6021 S. Fort Apache Road, Suite 100, Las Vegas, NV 89148

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

Laurie Vance, Vice President, (702) 990-2790 lvance@lasvegasliving.com
Ovation Business Services, DBA Ovation Property Management 6021 S. Fort Apache Road, Suite 100 Las Vegas, NV 89148

2a. Affirmative Fair Housing Marketing Plan

Plan Type: Initial Plan

Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

☐ Elderly ☑ Family ☐ Mixed (Elderly/Disabled) ☐ Disabled

2c. Date of Initial Occupancy

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies ☐

To place applicants on a waiting list ☐ (which currently has ☐ individuals)

To reopen a closed waiting list ☐ (which currently has ☐ individuals)

3a. Demographics of Project and Housing Market Area
Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

☐ White ☑ American Indian or Alaska Native ☑ Asian ☐ Black or African American
☑ Native Hawaiian or Other Pacific Islander ☐ Hispanic or Latino ☐ Persons with Disabilities
☐ Families with Children ☐ Other ethnic group, religion, etc. (specify)

4a. **Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5. No
If no, proceed to Block 4b.

(1) Type New

(2) Is the residency preference area:
The same as the AFHMP housing/expanded housing market area as identified in Block 1e? No
The same as the residency preference area of the local PHA in whose jurisdiction the project is located? No

(3) What is the geographic area for the residency preference?

N/A

(4) What is the reason for having a residency preference?

N/A

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

N/A

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. **Proposed Marketing Activities: Community Contacts**
Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. **Proposed Marketing Activities: Methods of Advertising**
Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Entrance to Project ☐ Other (specify)

The size of the Project Site Sign will be 4 x 8

The Equal Housing Opportunity logo or slogan or statement will be 1.5" x 1 7/8"

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

The rental office will have at least a 40" television that runs a continuous video loop containing Equal Housing Opportunity posters and information in both English and Spanish. This video loop will display an Equal Housing Opportunity logo of equal to or greater than 1 1/2 inches x 1 7/8 inches.

7a. **Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

Site Manager, District Manager, and VP

7b. **Staff Training and Assessment: AFHMP**

(1) Has staff been trained on the AFHMP? No

(2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)? No

(3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

Project has not yet been built and is still under development. Once the development is completed, the staff will have completed the required Federal Fair Housing Training and upon review, will be educated regarding the AFHMP.

(4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act? Yes

(5) If yes, how and how often?

Ovation regularly video shop all office associates and reviews weekly via multiple phone calls to ensure office staff are following Federal Fair Housing Laws. These shops and reviews are used as a form of instruction and follow-up.

7c. **Tenant Selection Training/Staff**

(1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences? Yes

(2) What staff positions are/will be responsible for tenant selection?

Project has not yet been built and is still under development. Once completed, the site manager will have ultimate responsibility to approve all applications for residency at the community. A firm tenant selection criteria policy is in place.

7d. **Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

All associates, upon hire, must review a Federal Fair Housing video produced by Anne Sadovsky (approximate 1.5 hours long) and must complete the handout associated with the video. Additionally, training is provided as mentioned in response to 7b, (3) and (5) above. We conduct monthly on-site meetings for all team members and routine training is provided via seminars with national speakers.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

Ovation and CLSN currently have HUD-approved AFHM plans in place with several of our other communities. The AFHMP for Decatur Family, LLC will be strictly followed during the lease-up process. Any recommendations from our HUD Inspectors will be implemented in order to ensure that we provide housing to all ethnic groups represented within our marketing area.

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Reinier Santana

Title & Name of Company

President, Ovation Business Services, DBA Ovation Property Management

For HUD-Office of Housing Use Only

Reviewing Official:

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

For HUD-Office of Fair Housing and Equal Opportunity Use Only

☐ Approval ☐ Disapproval

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:
Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (http://factfinder2.census.gov/main.html) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.
"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).
Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described. **Please attach a copy of the advertising or marketing material.**

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7- Marketing Staff and Training.
Block 7a -Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.
Please indicate who provides the training and how frequently.
In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least to likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.
No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White			74.8%	62.2%	60.7%
% Black or African American			8.4%	12.2%	11.5%
% Hispanic or Latino			17.5%	32.9%	30.9%
% Asian			4.4%	6.6%	9.6%
% American Indian or Alaskan Native			0.0%	0.9%	0.8%
% Native Hawaiian or Pacific Islander			0.0%	0.8%	0.7%
%Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project 's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	**Project's Residents** (as determined in Worksheet 1)	**Project's Applicant Data** (as determined in Worksheet 1)	**Census Tract** (as determined in Worksheet 1)	**Housing Market Area** (as determined in Worksheet 1)	**Expanded Housing Market Area** (as determined in Worksheet 1)	**Residency Preference Area** (if applicable)
% White			74.8%	62.2%	60.7%	
% Black or African American			8.4%	12.2%	11.5%	
% Hispanic or Latino			17.5%	32.9%	30.9%	
% Asian			4.4%	6.6%	9.6%	
% American Indian or Alaskan Native			0.0%	0.9%	0.8%	
% Native Hawaiian or Pacific Islander			0.0%	0.8%	0.7%	
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	**Community Contact(s), including required information noted above.**
N/A	
N/A	
N/A	
N/A	
N/A	

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	**Targeted Population:**	**Targeted Population:**	**Targeted Population:**
Newspaper(s)	Entire Population Targeted Area		
LV Rev Journal & El Mundo			
Radio Station(s)			
None			
TV Station(s)			
Nonw			
Electronic Media	Available to all persons within the market area		
Cragslist and Website			
Bulletin Boards			
None			
Brochures, Notices, Flyers	All ethnic groups	Proudly displaying the Equal Housing Opportunity logo	
All in process of preparation			
Other (specify)			

AFFIRMATIVE MARKETING CERTIFICATION

Statement of Policy

In accordance with the regulations in 24 CFR part 92.351 and in furtherance of **Coordinated Living of Southern Nevada, Inc's** commitment to non-discrimination and equal opportunity in housing; the **Decatur & Rome Family Apartments** has established the following procedures to affirmatively market its programs. These procedures are intended to further the objectives of Title VIII of the Civil Rights Act of 1968 known as the "Fair Housing Act", and as amended in 1988, as well as, Executive Order 11063.

The stated policy of **Decatur & Rome Family Apartments** is that individuals and families will not be discriminated against, in their housing choices or in access to housing services, on the basis of race, color, sex, religion, handicap, national origin or familial status.

Furthermore, **Decatur & Rome Family Apartments** is committed to the goals of affirmative marketing which will be implemented in the specific steps outlined as follows:

1. **Ensuring that all potential applicants and the general public have access to Federal Fair Housing Laws and Affirmative Marketing Procedures through the following outreach methods:**

   a. Informing the general public and potential applicants through news releases, print ads, PSA's or other means throughout the target area served by **Decatur & Rome Family Apartments.** *(All program advertising and other advertising such as job postings should contain required fair housing or equal opportunity language when appropriate.)*

   b. Posting available information in public places including application centers. These should be posted in advance of application periods and maintained throughout the period. *(All publications or other materials should contain required fair housing or equal opportunity language when appropriate.)*

2. **Ensure that all persons, including persons covered by the Fair Housing Act and its amendments, have access to information about program services and available unit.**

   This might include information targeting homebound disabled, non-English speaking persons, neighborhood based organizations in minority neighborhoods and/or any other group which might not have access to information.

   When **Decatur & Rome Family Apartments** learns of vacancies, it will make information about them known by:

   a. Maintaining a list of units at the **Decatur & Rome Family Apartments** business office. This list should be available to the general public during regular business hours. The availability of this list should be regularly advertised in the local newspaper.

   b. As part of a special outreach effort, the **Decatur & Rome Family Apartments** will work cooperatively with local organizations which serve the needs of persons protected by the Fair Housing Act. Such organizations might include minority churches, housing agencies, non-profits which serve disabled persons or displaced homemakers, eldercare organizations or any other specific organization which provides services in the target area of **Decatur & Rome Family Apartments.** These organizations include:

      Organizational Contact #1
      NAME: Clark County Community Resources Management
      ADDRESS: 1600 Pinto Lane Las Vegas, NV 89106
      CONTACT PERSON: Deanna Judkins, Grants Coordinator
      SERVICE TO BE PROVIDED(i.e. inf. and referral, workshops etc.)
      Attach MOA

Organizational Contact #2
NAME: Southern Nevada Regional Housing Authority
ADDRESS: 340 N. 11th St. Las Vegas, NV 89101
CONTACT PERSON: John Gresely, Executive Director
SERVICE TO BE PROVIDED (i.e. inf. and referral, workshops etc.)
Attach MOA

3. **Record Keeping**

The **Decatur & Rome Family Apartments** will keep records of the following:

a. Demographic information of applicants for services. This information is included on HUD and Clark County set-up and closeout forms.

b. Copies of advertisements, scripts of PSA's and schedules. *(All program advertising as well as other advertising such as job postings should contain required fair housing or equal opportunity language when appropriate.)*

c. Copies of brochures, flyers, and other program materials which reference the HOME program. *(All publication or other materials should contain required fair housing or equal opportunity language when appropriate.)*

d. Dates, notices and attendance records from public outreach meetings, if any.

e. Copies of MOA's with any organization enlisted to provide outreach services.

f. Identification of special outreach population(s) and procedures utilized to inform this groups(s).

4. **Assessment and reporting requirements.**

The **Decatur & Rome Family Apartments** will assess its outreach and affirmative marketing efforts and report its results to Clark County at the close of the contract period.

This will include:

a. A list of outreach methods.

b. An assessment of success or failure of these methods. This can be made by comparing the demographic data of clients served and those who applied for services with the demographics of the target area.

c. Corrective action to improve affirmative marketing if unsuccessful. This might include additional steps to further market the program to those groups, which have not been served.

Signed and notarized or adopted in board or council minutes.

Signed (Executive Officer) — Date: 7/1/21

Notary Public — Date: 7/1/2021

PHYLLIS M. GARCIA
Notary Public, State of Nevada
Appointment No. 06-105692-1
My Appt. Expires Jun 1, 2022

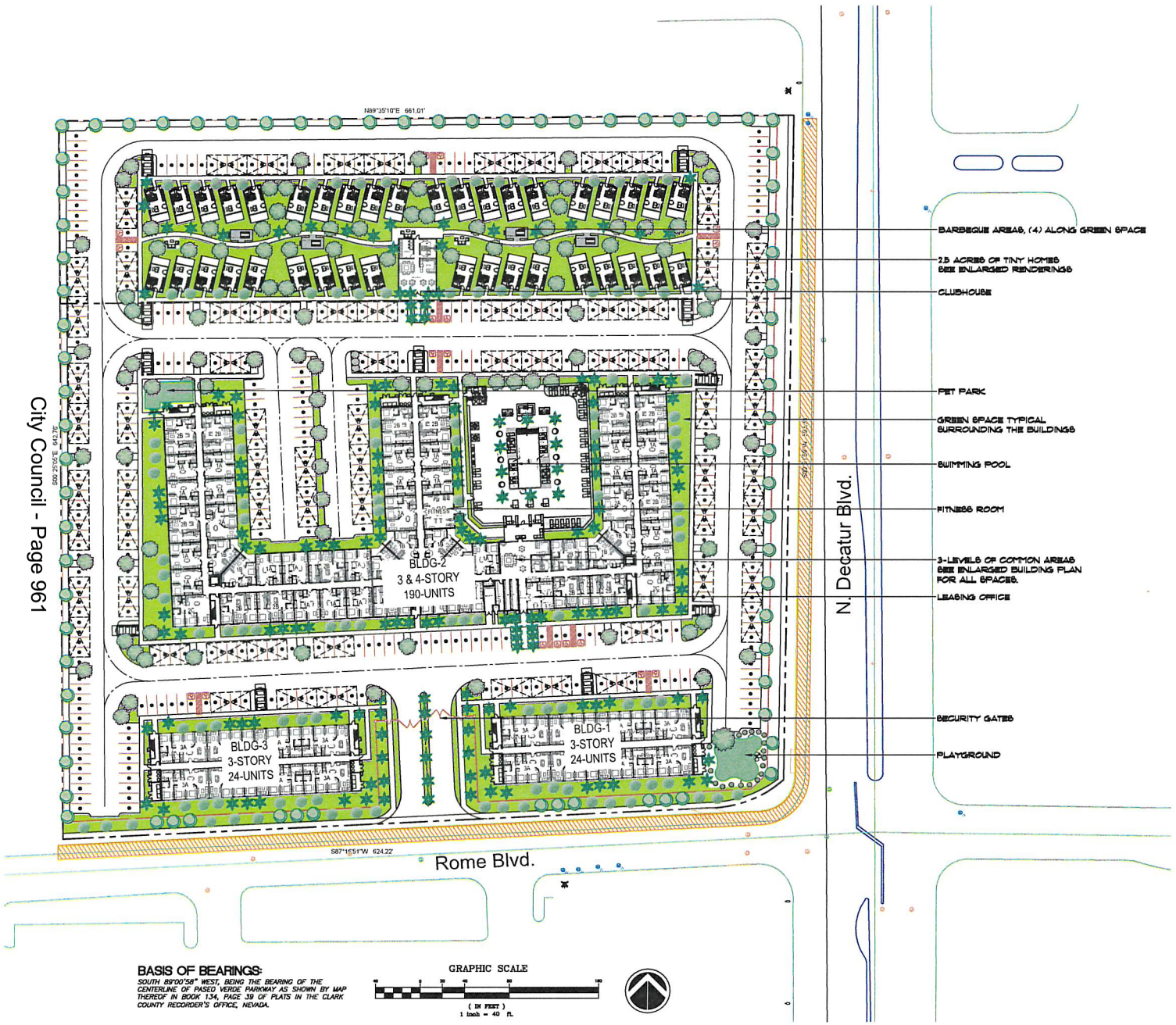
As required by the "Proposal Content" and the "Statement of Work," please find attached the following required architectural drawings and certification:

Architectural Drawings Set

- Site Plan
- Unit and Tiny Floor Plans
- Floor Plans
- Elevations
- Design Vision for Decatur and Rome Family Apartments

Certification

- Accessibility checklist and Architect certification



BASIS OF BEARINGS:
SOUTH 89°00'58" WEST, BEING THE BEARING OF THE CENTERLINE OF PASEO VERDE PARKWAY AS SHOWN BY MAP THEREOF IN BOOK 134, PAGE 39 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

PHASE I - PROJECT INFORMATION

SITE DATA:

APN NUMBER	125-24-701-041
ZONING EXISTING	PROPOSED
NET AREA	9.45 ACs
GROSS AREA	11.90 ACs
TOTAL NUMBER OF UNITS	276
DENSITY (MAXIMUM)	
DENSITY (GROSS)	29 UNITS / ACs
BUILDING CODE	2018 IBC
CONSTRUCTION TYPE	V-A
OCCUPANCY	RESIDENTIAL (R-2)

PARKING REQUIRED

TINY HOMES	38 x	1.25 PER UNIT =	47.50 SPACES
1-BEDROOM UNITS	112 x	1.25 PER UNIT =	140.00 SPACES
2-BEDROOM UNITS	39 x	1.25 PER UNIT =	048.50 SPACES
3-BEDROOM UNITS	49 x	2.00 PER UNIT =	98.00 SPACES
GUEST	276 /	1 EVERY 5 =	55.00 SPACES
TOTAL PARKING REQUIRED			489.00 SPACES
ACCESSIBLE PARKING REQUIRED, 401 TO 500 = 9 SPACES			9
VAN ACCESSIBLE PARKING REQUIRED, 1 FOR EVERY 6 ACCESSIBLE			2

PARKING PROVIDED

COVERED PARKING	276	SPACES
GREEN PARKING	172	SPACES
ACCESSIBLE PARKING	16 SPACES + 2 VAN SPACES	18 SPACES
TOTAL PARKING PROVIDED		466 SPACES
OVER		0 SPACES
PARKING RATIO		1.70 PER UNIT

BUILDING-1 AND 3 MATRIX

	TINY HOME	1 BD x 1 BA 1A UNIT	1 BD x 1 BA 1B UNIT	2 BD x 1 BA 2A UNIT	2 BD x 2 BA 2C UNIT	2 BD x 2 BA 2B UNIT		3 BD x 2 BA 3A UNIT	TOTAL UNITS
LEVEL 3								8	16
LEVEL 2								8	16
LEVEL 1								8	16
TOTAL:								24	48
								24 100%	

BUILDING-2 MATRIX

	TINY HOME	1 BD x 1 BA 1A UNIT	1 BD x 1 BA 1B UNIT	2 BD x 1 BA 2A UNIT	2 BD x 2 BA 2C UNIT	2 BD x 2 BA 2B UNIT		3 BD x 2 BA 3A UNIT	TOTAL UNITS
LEVEL 4		12	4	1	1	7			25
LEVEL 3		24	8	6	2	18			58
LEVEL 2		24	8	6	2	18			58
LEVEL 1		24	8	3	2	18			53
TOTAL:		84	28	16	7	55			190
		112	56%	23	12%	55	29%		

TINY HOMES

	TINY HOME							TOTAL UNITS
LEVEL 1	38							38
TOTAL:	38							38
	100%							

OVERALL TOTAL

	TINY HOME	1 BD x 1 BA 1A UNIT	1 BD x 1 BA 1B UNIT	2 BD x 1 BA 2A UNIT	2 BD x 2 BA 2C UNIT	2 BD x 2 BA 2B UNIT	–	3 BD x 2 BA 3A UNIT	TOTAL UNITS
TOTAL:	38	84	28	16	7	55	–	48	276
	14%	112	41%	23	10%	55	23%	17%	

UNITS: 276 MIX: 38/112/23/55/48 UPA: 29

COMMON AREA AMENITY LIST:

BUILDING:

LEVEL-1
1. LEASING OFFICE
2. MAIL CENTER
3. FOOD PANTRY / DELIVERY
4. FITNESS CENTER
5. GREAT ROOM, COMMUNITY SPACE
6. OUTDOOR PATIO
7. COMMUNITY KITCHEN
8. MENS AND WOMENS RESTROOMS
9. ATM AND VENDING MACHINES
10. PACKAGE LOCKERS
11. COLLABORATION CORNER

LEVEL-2
12. BUSINESS CENTER, COMPUTERS
13. CLASSROOM
14. WELLNESS
15. MEDIA
16. COLLABORATION CORNER

LEVEL-3
17. DEMONSTRATION KITCHEN
18. COMMUNITY LAUNDRY ROOM
19. COLLABORATION CORNER

LEVEL-4
20. COLLABORATION CORNER

OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

CONCEPTUAL DESIGN

no.	date	revisions description

879050
project number
JULY 7, 2021
date
DLR
drawn
checked

CONCEPTUAL DESIGN

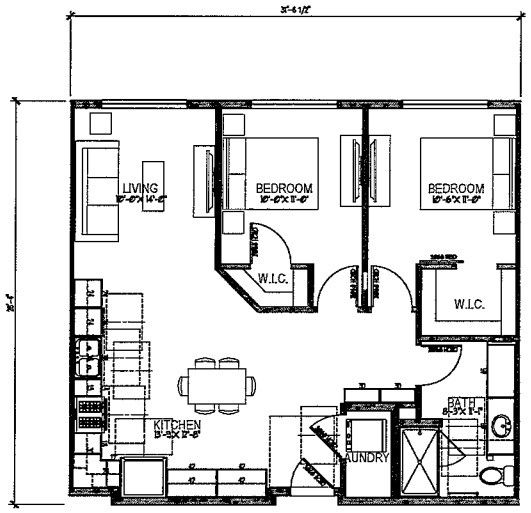
SITE PLAN
VERSION-3

AS.1

DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada
OVATION
REVISIONS
No.
date
description
CONCEPTUAL DESIGN
8795DSD
project number
JULY 9, 2021
date
DLR
drawn
checked
CONCEPTUAL DESIGN
TINY HOME
FLOOR PLAN
A0.0

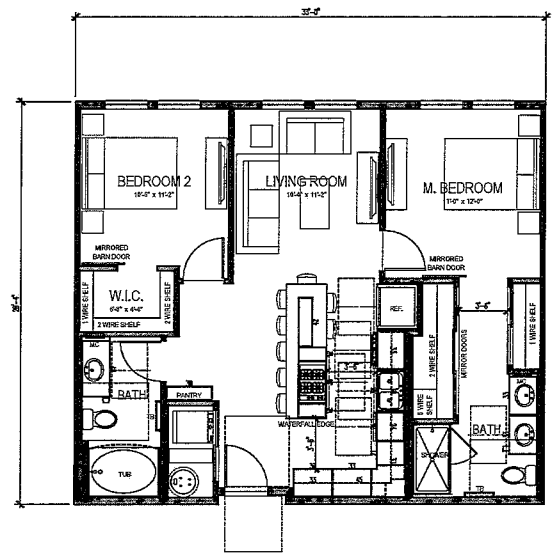
B
TINY HOME - LEVEL 2

BATH
SHOWER
A
TINY HOME - LEVEL 1 = 399 SF



A PLAN 2A - 2 BEDROOM, 1 BATH = 888 SF

SCALE: 1/4" = 1'-0"



B PLAN 2B - 2 BEDROOM, 2 BATH = 930 SF

SCALE: 1/4" = 1'-0"

OVATION

DECATUR / ROME AFFORDABLE FAMILY

NORTH DECATUR BLVD AND ROME BLVD

Las Vegas, Nevada

REVISIONS		
no.	date	description

CONCEPTUAL DESIGN

879DSD

project number

JULY 7, 2021

date

DLR

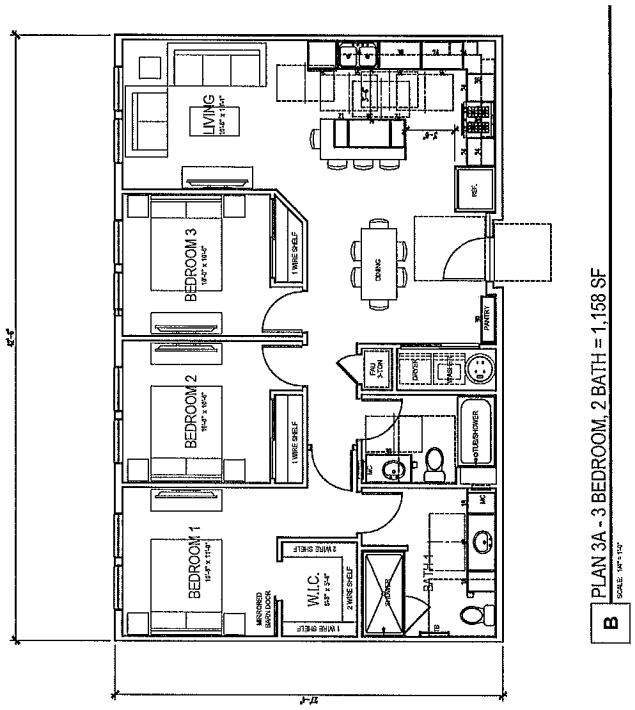
drawn

checked

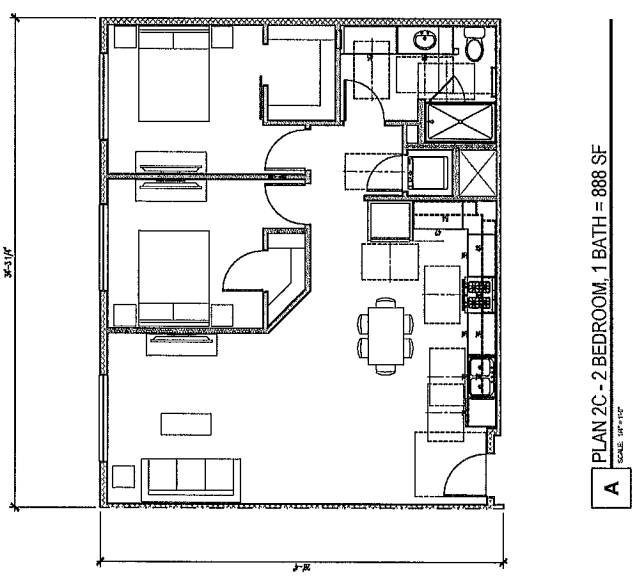
CONCEPTUAL DESIGN

UNIT PLANS
2-BEDROOM
UNITS

A0.2



B PLAN 3A - 3 BEDROOM, 2 BATH = 1,158 SF



A PLAN 2C - 2 BEDROOM, 1 BATH = 888 SF

CONCEPTUAL DESIGN

8790SD
project number
JULY 7, 2021
date
DLR
drawn
checked

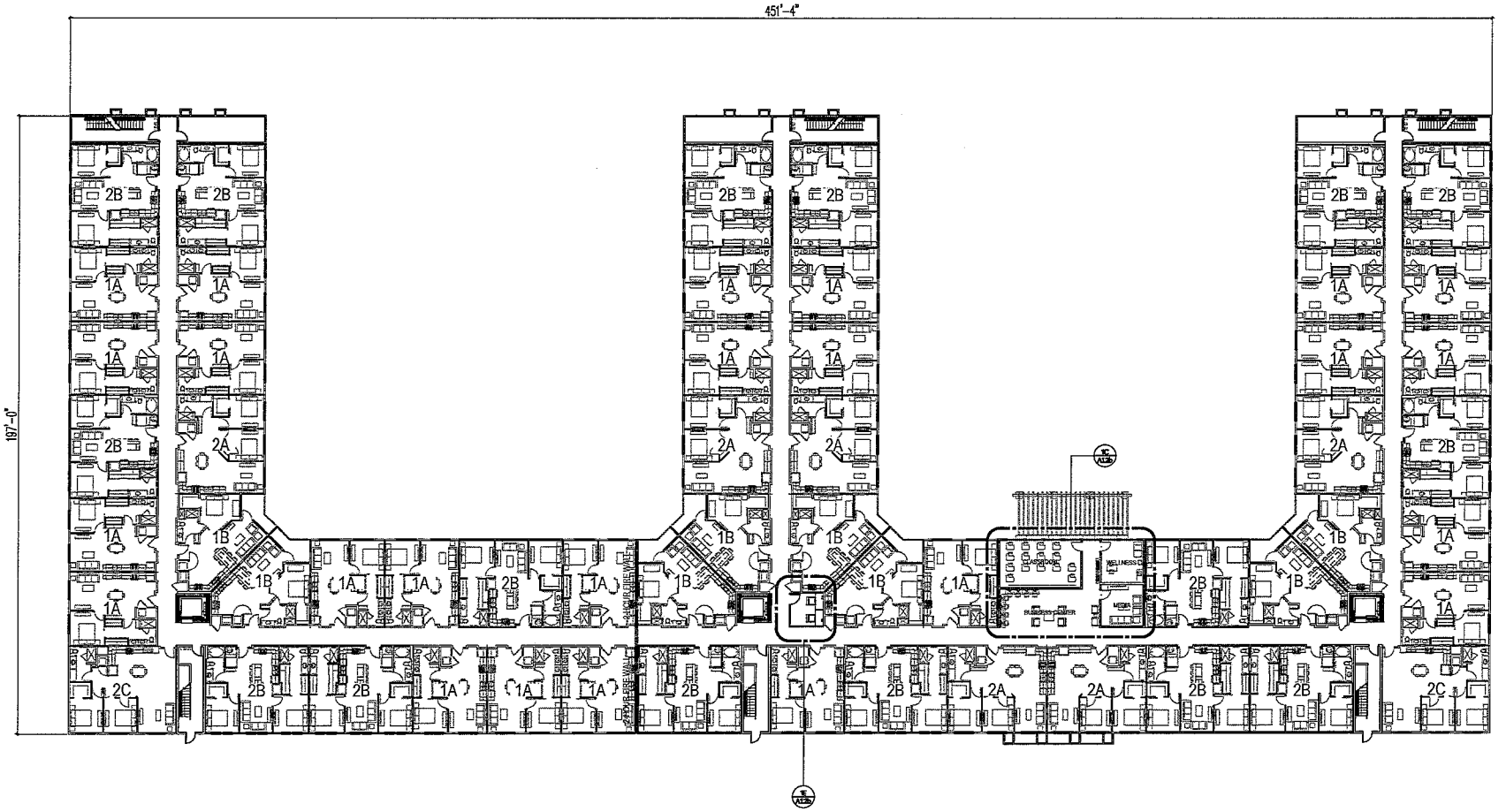
UNIT PLANS
2 & 3-BEDROOM
UNITS
A0.3

CONCEPTUAL DESIGN

OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

REVISIONS
no. | date | description

OVERALL BUILDING PLAN LEVEL-1
A1.1a
CONCEPTUAL DESIGN
8795DSD
project number
JULY 7, 2021
date
DLR
drawn
checked
CONCEPTUAL DESIGN
REVISIONS
no. date description
OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada
FITNESS
451'-4"
197'-0"
1 OVERALL BUILDING PLAN - LEVEL 1



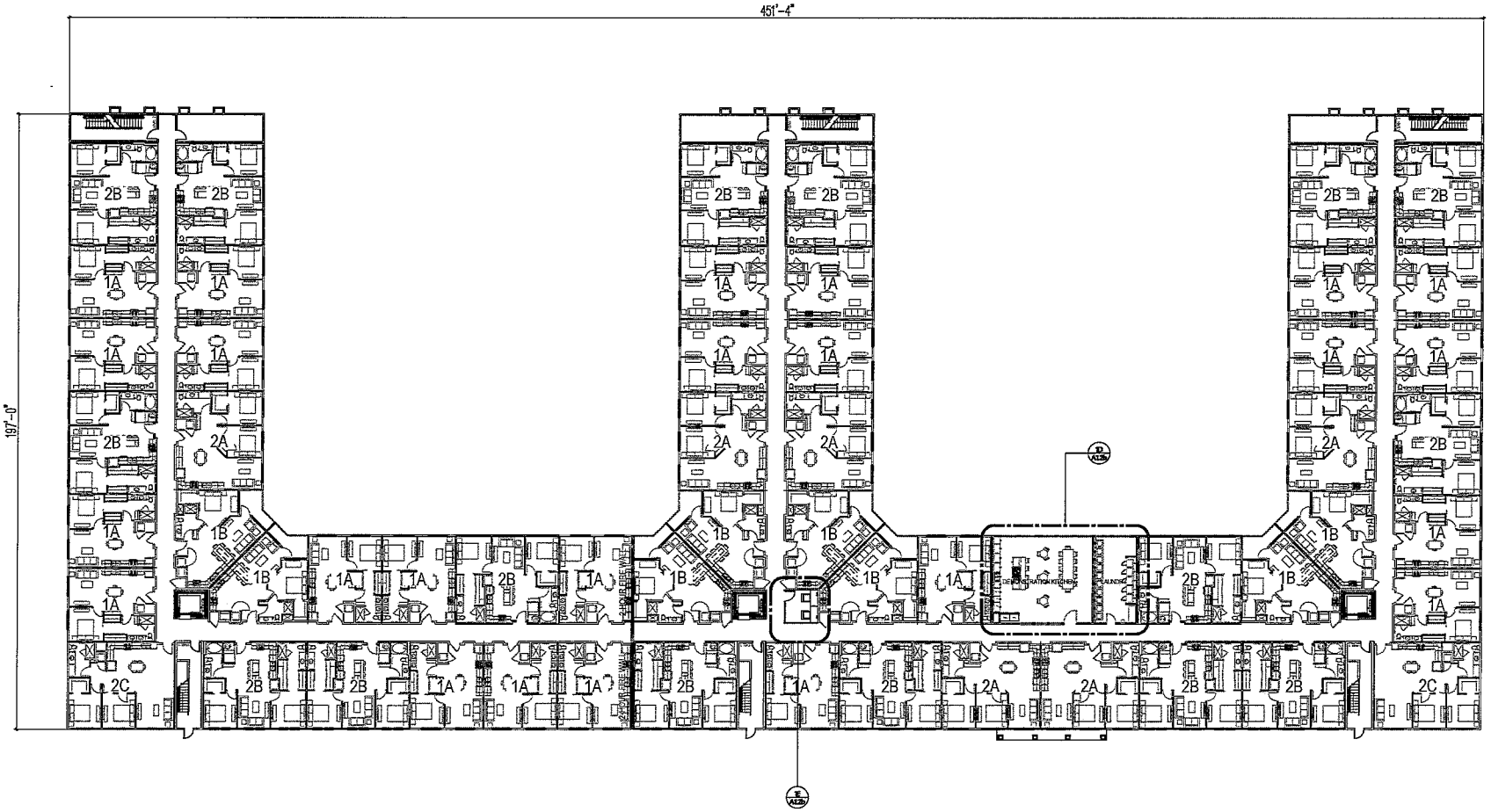
2 OVERALL BUILDING PLAN - LEVEL 2
SCALE: 1/16" = 1'-0"

OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

NO.	DATE	DESCRIPTION

CONCEPTUAL DESIGN
879DSD
project number
JULY 7, 2021
date
DLR
drawn
checked
CONCEPTUAL DESIGN

OVERALL BUILDING PLAN LEVEL 2
A1.1b



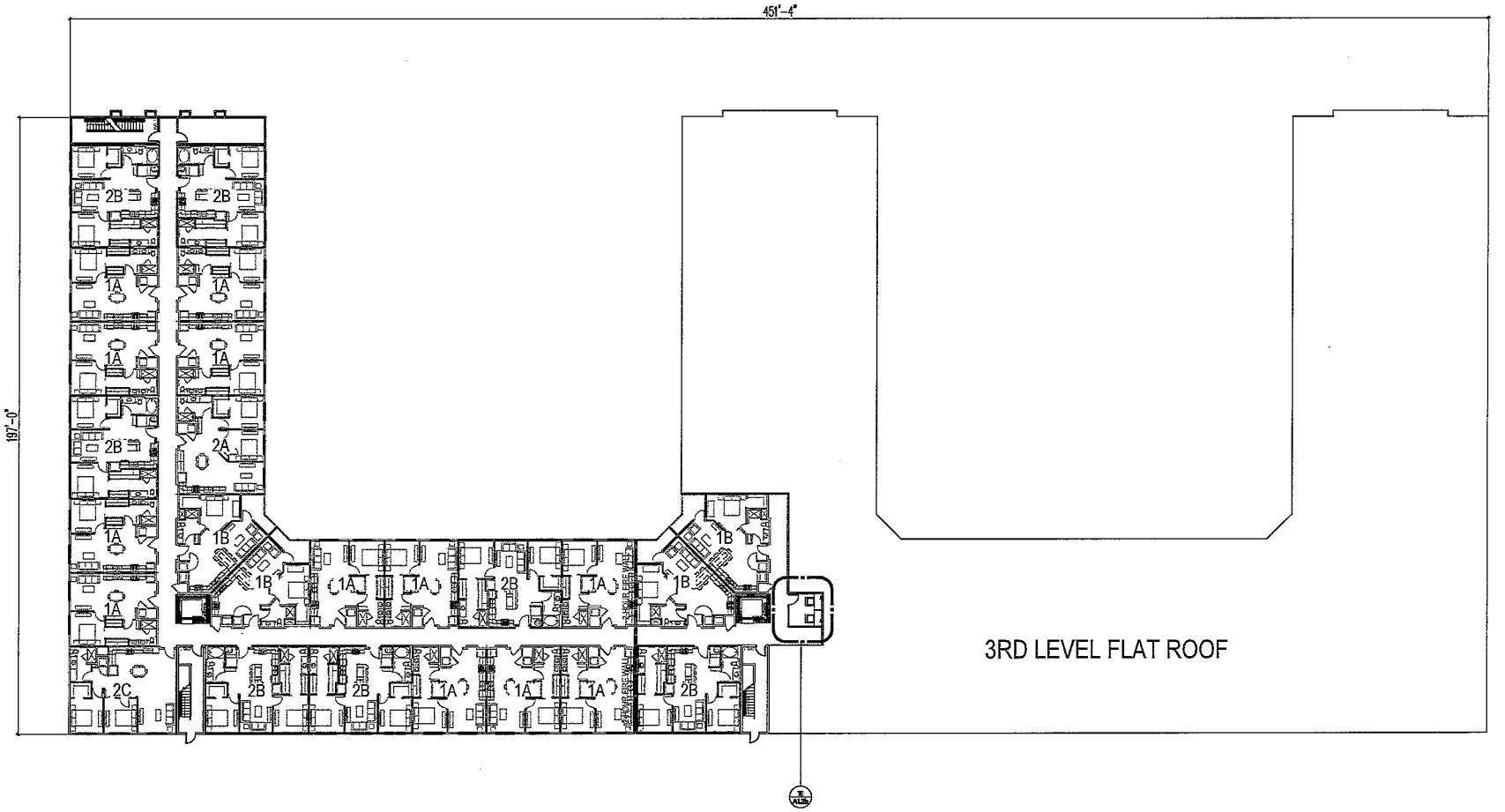
3 OVERALL BUILDING PLAN - LEVEL 3
SCALE: 1/16" = 1'-0"

OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

NO	DATE	REVISIONS / DESCRIPTION

CONCEPTUAL DESIGN
879DSD
project number
JULY 7, 2021
date
DLR
drawn
checked
CONCEPTUAL DESIGN

OVERALL BUILDING PLAN LEVEL 3
A1.1c

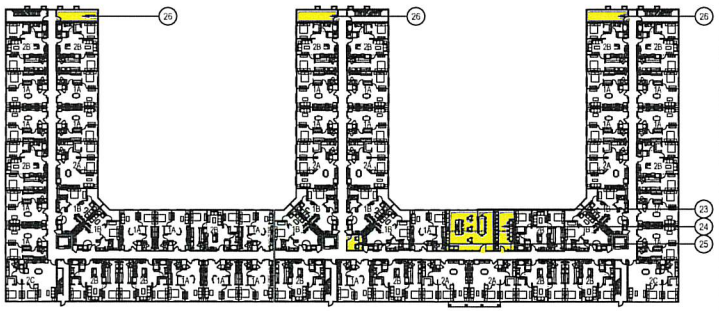


4 OVERALL BUILDING PLAN - LEVEL 4
SCALE: 1/8" = 1'-0"

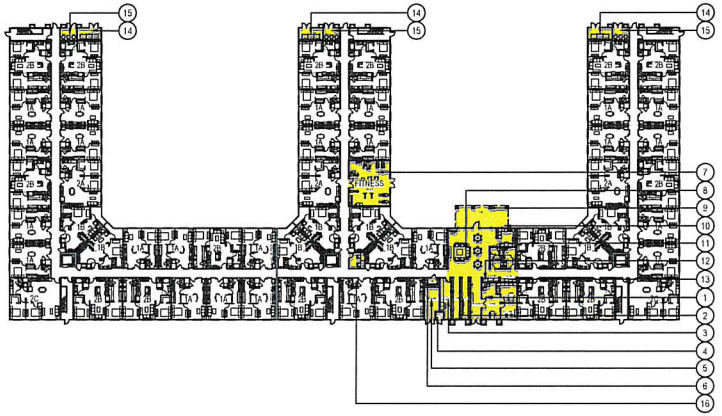
OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

CONCEPTUAL DESIGN
879050
project number
JULY 7, 2021
date
DLR
drawn
checked
CONCEPTUAL DESIGN

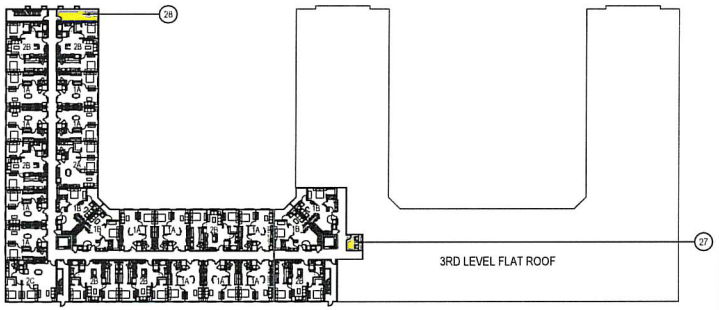
OVERALL BUILDING PLAN LEVEL 4
A1.1d



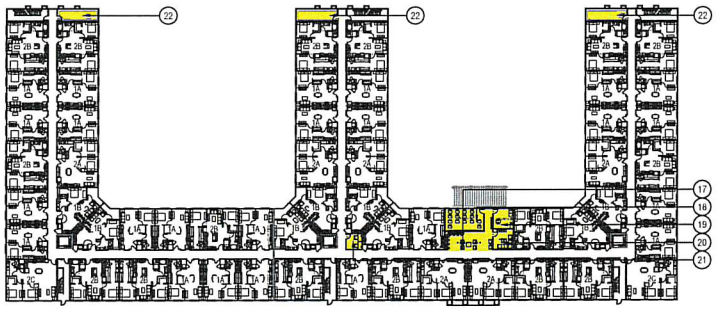
3 OVERALL BUILDING - LEVEL 3
SCALE: NOT TO SCALE



1 OVERALL BUILDING - LEVEL 1
SCALE: NOT TO SCALE



4 OVERALL BUILDING - LEVEL 4
SCALE: NOT TO SCALE



2 OVERALL BUILDING - LEVEL 2
SCALE: NOT TO SCALE

COMMON AREA AMENITY LIST:

BUILDING:

LEVEL-1

1. LEASING OFFICE
2. MAIL CENTER
3. FOOD PANTRY / DELIVERY
4. RISER ROOM
5. MAINTENANCE ROOM
6. JANITOR CLOSET WITH MOP SINK
7. FITNESS CENTER
8. GREAT ROOM, COMMUNITY SPACE
9. OUTDOOR PATIO
10. COMMUNITY KITCHEN
11. MENS AND WOMENS RESTROOMS
12. ATM AND VENDING MACHINES
13. PACKAGE LOCKERS
14. ELECTRICAL GEAR CLOSET
15. WATER HEATER ROOM
16. COLLABORATION CORNER

LEVEL-2

17. BUSINESS CENTER, COMPUTERS
18. CLASSROOM
19. WELLNESS
20. MEDIA
21. COLLABORATION CORNER
22. PROPERTY MANAGEMENT STORAGE

LEVEL-3

23. DEMONSTRATION KITCHEN
24. COMMUNITY LAUNDRY ROOM
25. COLLABORATION CORNER
26. PROPERTY MANAGEMENT STORAGE

LEVEL-4

27. COLLABORATION CORNER
28. PROPERTY MANAGMENT STORAGE

OVATION

DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

NO.	DATE	REVISIONS DESCRIPTION

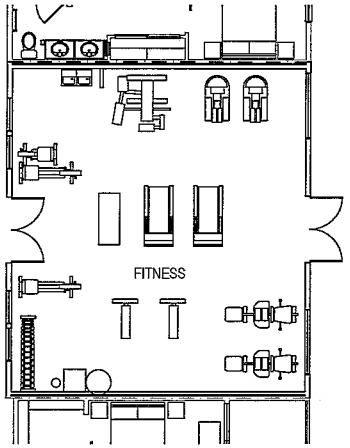
CONCEPTUAL DESIGN

879050
Project Number
JULY 7, 2021
date
DJR
drawn
checked

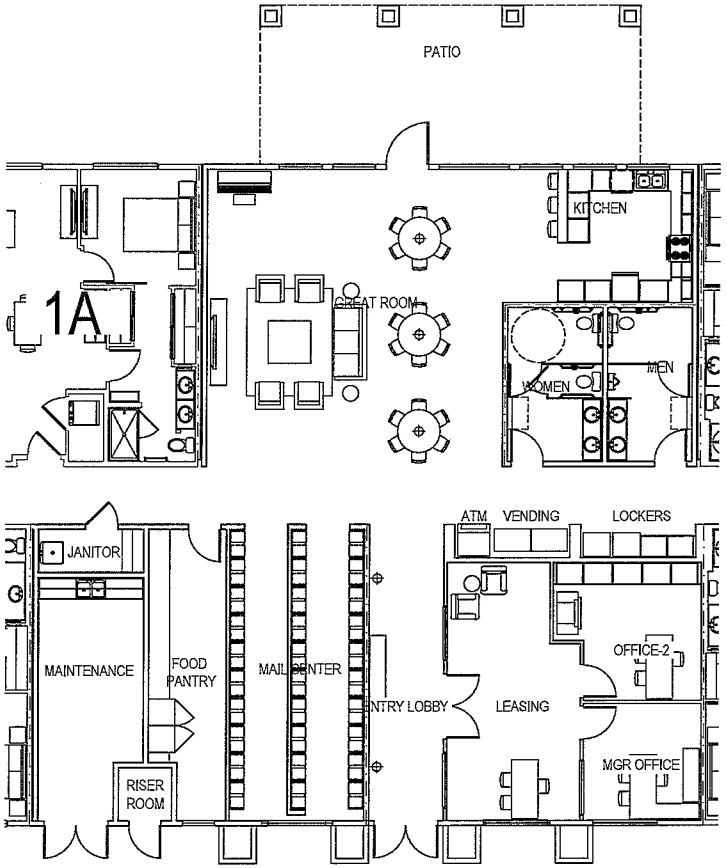
CONCEPTUAL DESIGN

OVERALL COMMON AREAS ALL LEVELS

A1.2



1B ENLARGED FITNESS CENTER
SCALE: 3/16" = 1'-0"



1A ENLARGED LEASING, MAIL, GREAT ROOM, ETC...
SCALE: 3/16" = 1'-0"

OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

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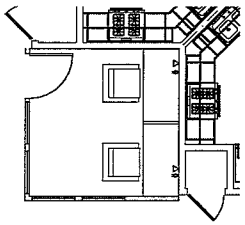
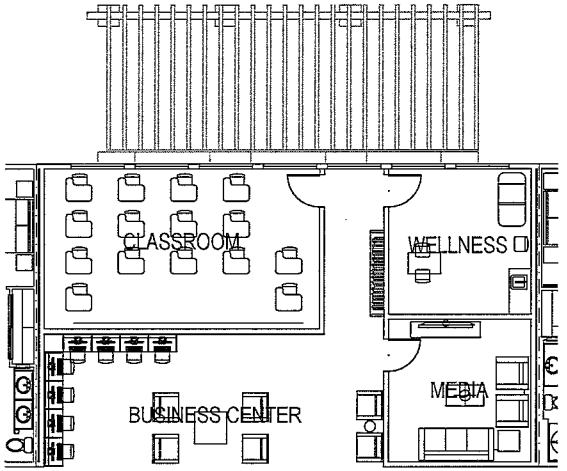
879050
PROJECT NUMBER
JULY 7, 2021
DATE
DJR
DRAWN
CHECKED
CONCEPTUAL DESIGN

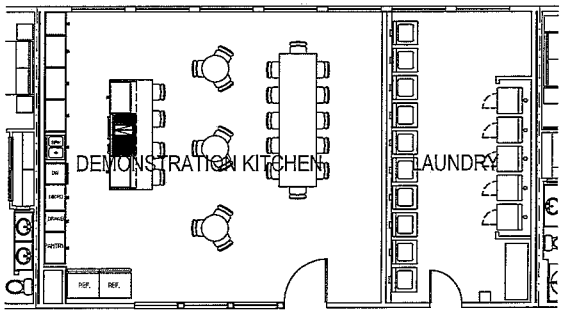
ENLARGED COMMON AREAS LEVEL-1
A1.2a



1E ENLARGED COLLABORATION CORNER
SCALE: 1/4" = 1'-0"



1C ENLARGED BUSINESS CENTER, CLASSROOM, WELLNESS AND MEDIA
SCALE: 3/16" = 1'-0"



1D ENLARGED DEMONSTRATION KITCHEN AND LAUNDRY
SCALE: 3/16" = 1'-0"

OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

This drawing and specifications, as well as the design and report of them, remain the property of OVATION and is not to be used for any purpose without the written consent of OVATION.

REVISIONS

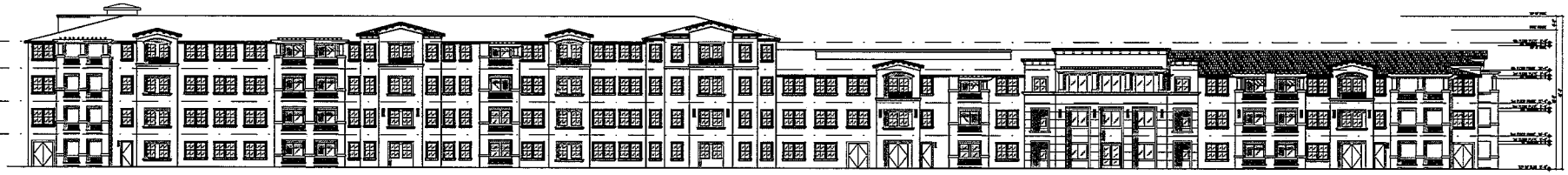
no.	date	description

CONCEPTUAL DESIGN

879DSD
project number
JULY 7, 2021
date
DLR
drawn
checked

CONCEPTUAL DESIGN

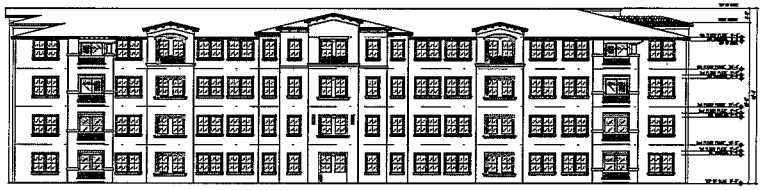
ENLARGED COMMON AREAS LEVEL-2 AND 3
A1.2b



1 EXTERIOR ELEVATION - SOUTH FACING
SCALE: 1/16" = 1'-0"



2 EXTERIOR ELEVATION - EAST FACING
SCALE: 1/16" = 1'-0"



3 EXTERIOR ELEVATION - WEST FACING
SCALE: 1/16" = 1'-0"



4 EXTERIOR ELEVATION - NORTH FACING
SCALE: 1/16" = 1'-0"

City Council - Page 973

OVATION
DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

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CONCEPTUAL DESIGN

879050 project number
JULY 7, 2021 date
DLR drawn
checked

CONCEPTUAL DESIGN

EXTERIOR ELEVATIONS
A3.1

Ovation Design and Development, Inc.

Design Vision for Decatur and Rome Family Apartments

Images based on Ovation prior project:

- Crescendo Senior Apartments, 195-unit 100% LIHTC Property
- Harmony Senior Apartments, 272-unit 100% LIHTC Property
- Rock Springs, 219-unit Market Rate Age Restricted Community



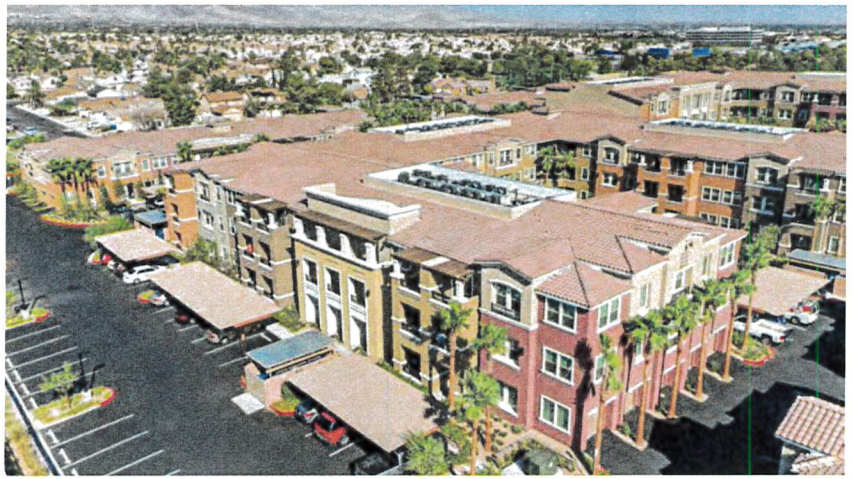
OVATION

Design Vision
Building Exterior of Apartments







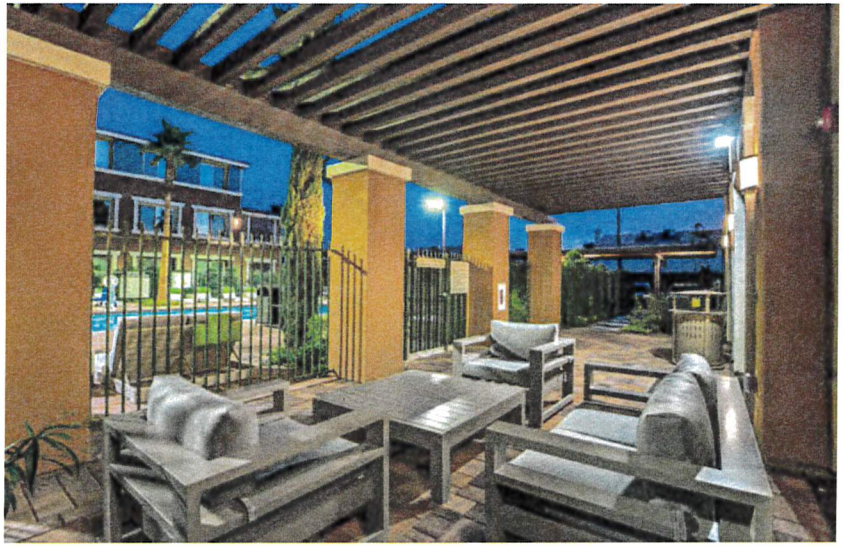


*One “E”-shaped three-story building and two eight-plex buildings

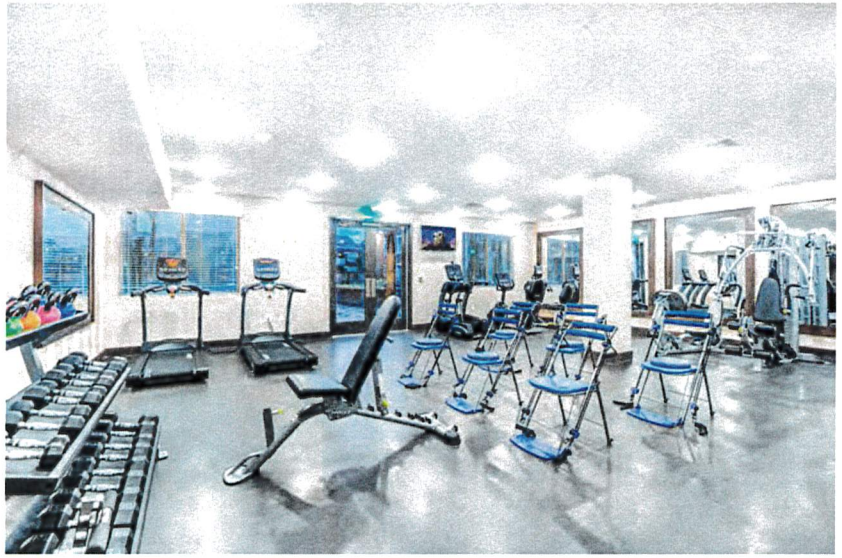
Design Vision
Outdoor Space



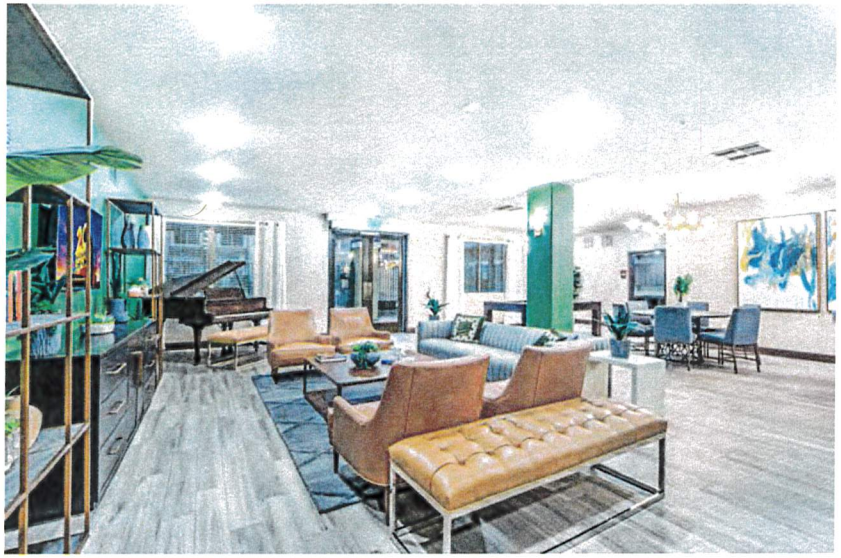




Design Vision
Activity Areas









Design Vision
Unit



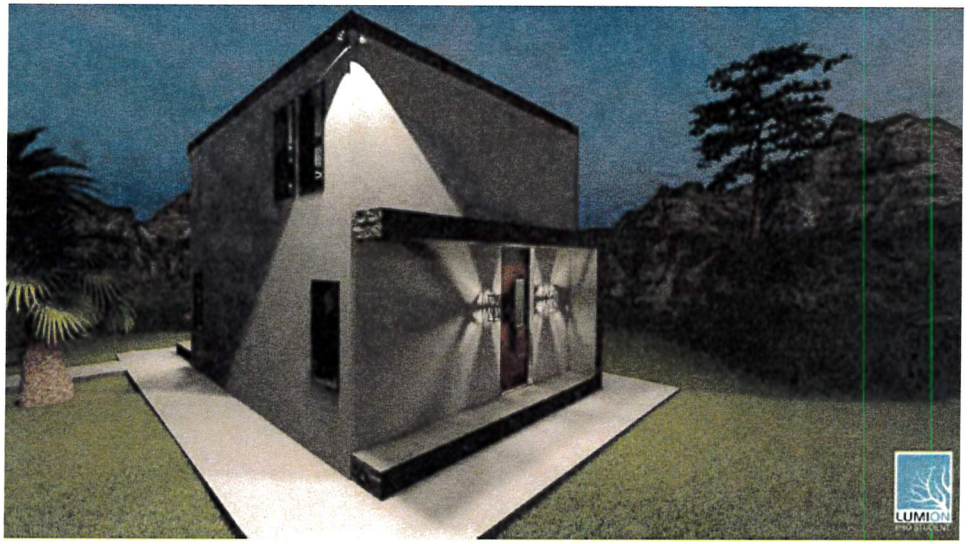




Design Vision

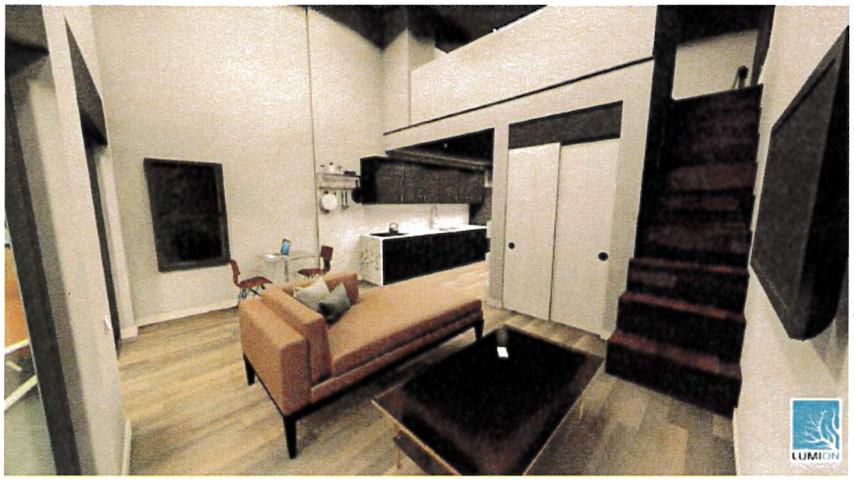
Tiny Homes Exterior Renderings



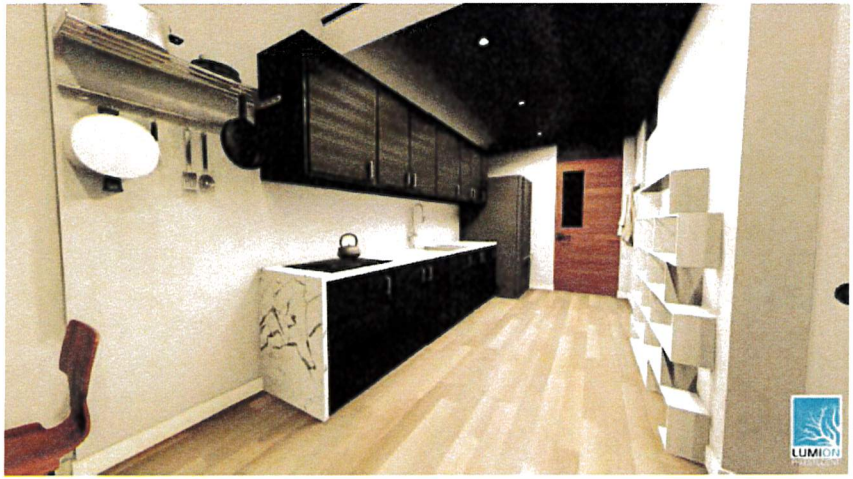


Design Vision

Tiny Homes Living Room and Kitchen

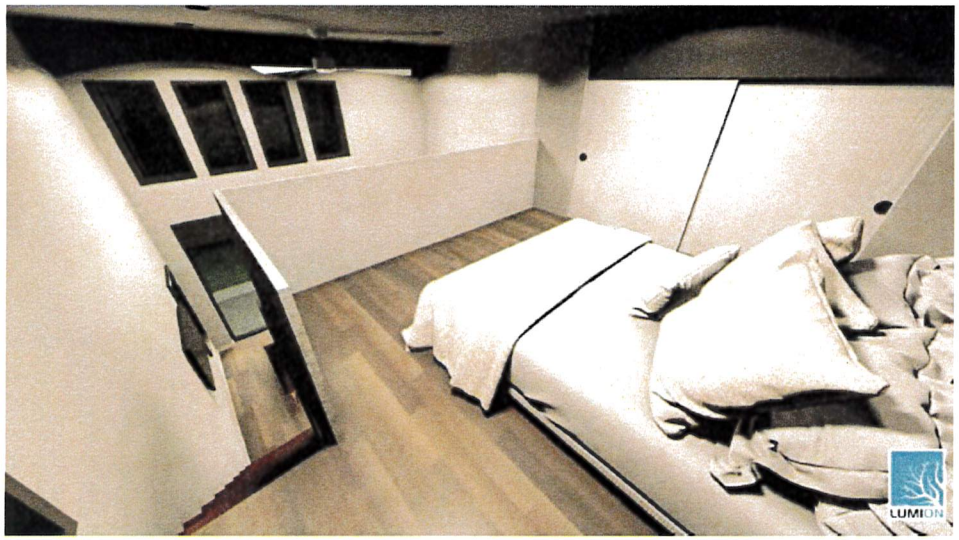


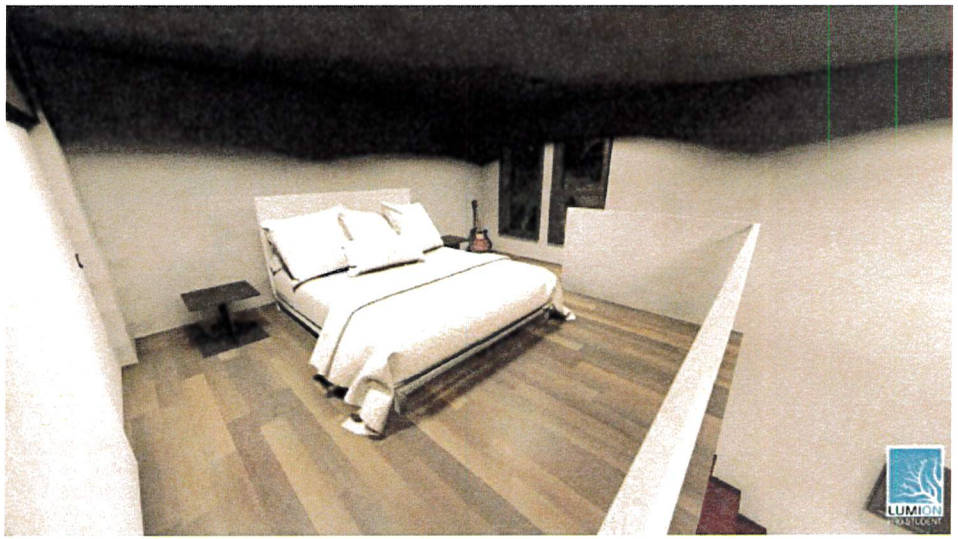






Design Vision
Tiny Homes Loft





FAIR HOUSING ACT ACCESSIBILITY CHECKLIST

The following is a checklist of design and construction requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and is to be completed for all multi-family projects consisting of four (4) or more units constructed with federal financial assistance. This checklist represents many, but not all, of the requirements to the Acts. This checklist is not intended to be exhaustive; rather, it is a helpful guide in determining if the major requirements of the Acts have been met in designing and constructing a particular multi-family development.

SECTION 1 – GENERAL REQUIREMENTS

YES	NO	N/A	
☑	☐	☐	**The Development has buildings containing four (4) or more units and was** designed and constructed for first occupancy on or after March 13, 1991. (If the answer is yes, then Section 2-9 must be completed)
☑	☐	☐	Project is an elevator building. If it is an elevator building, all units are "covered" units and have features required by the Act. **Note:** Projects receiving Federal financial assistance such as HOME are required by Section 504 to have 5% of the units meet Section 504 accessibility requirements. An additional 2% of the units must also be accessible for people with vision and hearing impairments. (See Section 9 of this checklist)
☐	☑	☐	Project is a non-elevator building. If is a non-elevator building, all ground-floor units are "covered" units and have features required by the Act. **Note:** Projects receiving Federal financial assistance are required by Section 504 to have 5% of the **ground** floor units meet Section 504 accessibility requirements. An additional 2% of the units must be accessible for people with vision and hearing impairments. (See Section 9 of this checklist)

NOTE: There is a narrow exception, which provides that a non-elevator building in a development need not meet all of the Act's requirements if it is impractical to have an accessible entrance to the non-elevator building because of hilly terrain or other unusual characteristic of the site. **However, if the project contains Federal financial assistance (i.e. HOME), the Section 504 5% and 2% accessibility requirements still must be met.**

SECTION 2-ACCESSIBLE BUILDING ENTRANCE ON AN ACCESSIBLE ROUTE

☑	☐	☐	The accessible route is a continuous, unobstructed path (no stairs) through development that connects all buildings containing covered units and all other amenities. The accessible route also connects to parking lots, public streets, public sidewalks, and to public transportation stops.
☑	☐	☐	All slopes are no steeper than 8.33%.
☑	☐	☐	All slopes between 5% and 8.33% have handrails.
☑	☐	☐	"Covered" units have at least one entrance on an accessible route.
☑	☐	☐	There are sufficient curb cuts for a person using a wheelchair to reach every building in the development.

SECTION 3 – COMMON AND PUBLIC USE AREAS

YES	NO	N/A	
☑	☐	☐	At least two percent of all parking spaces are designated as handicapped parking.
☑	☐	☐	At least one parking space at each common and public use amenity is designated as handicapped parking.
☑	☐	☐	All handicapped parking spaces are properly marked.
☑	☐	☐	All handicapped parking spaces are at least 96" wide with a 60" wide access aisle, which can be shared between two spaces.
☑	☐	☐	The accessible aisle connects to a curb ramp and the accessible route.
☑	☐	☐	The rental or sales office is readily accessible and usable by persons with disabilities.
☑	☐	☐	All mailboxes, swimming pools, tennis courts, clubhouses, rest rooms, showers, laundry facilities, trash facilities, drinking fountains, public telephones, and other common and public use amenities offered by the development are readily accessible and usable by persons with disabilities.

SECTION 4 - USABLE DOORS

☑	☐	☐	All doors into and through "covered" units and common use facilities provide a clear opening of at least 32" nominal width.
☑	☐	☐	All doors leading into common use facilities have lever door handles that do no require grasping and twisting.
☑	☐	☐	Thresholds at doors to common use facilities are no greater than ½".
☑	☐	☐	All primary entrance doors to "covered" units have lever door handles that do no require grasping and twisting.
☑	☐	☐	Thresholds at primary entrance doors to "covered" units are no greater than ¾" and beveled.

SECTION 5 – ACCESSIBLE ROUTE INTO AND THROUGH THE "COVERED" UNIT

☑	☐	☐	All routes through the "covered" units are no less than 36" wide.

SECTION 6 – ACCESSIBLE ENVIRONMENTAL CONTROLS

☑	☐	☐	All light switches, electrical outlets, thermostats, and other environmental controls must be no less than 15" and no greater than 48" from the floor.

SECTION 7 – REINFORCED BATHROOM WALLS FOR GRAB BARS

☑	☐	☐	Reinforcements are built into the bathroom walls surrounding toilets, showers, and bathtubs for the later installation of grab bars.

SECTION 8 – USABLE KITCHENS AND BATHROOMS

YES	NO	N/A	
☑	☐	☐	There is at least 30" x 48" of clear floor space at each kitchen fixture and appliance.

☑	☐	☐	There is at least 40" between opposing cabinets and appliances.
☑	☐	☐	There is at least a 60" diameter turning circle in U-shaped kitchens unless the countertop or sink at end of U-shaped kitchen has removable cabinets beneath for knee space.
☑	☐	☐	In the bathroom, there is at least 30" x 48" of clear floor space outside the swing of the bathroom door.
☑	☐	☐	There is sufficient floor space in front of and around the sink, toilet, and bathtub for use by persons using wheelchairs.

SECTION 9 – SECTION 504 OF THE REHABILITATION ACT OF 1973

☑	☐	☐	A rental building constructed with HOME or other Federal Assistance Programs are required to have 5% of its dwelling units accessible to individuals with mobility impairments. To the maximum extent feasible, these units are distributed throughout the project, and are available in a sufficient range of sizes and amenities so as not to limit choice.
☑	☐	☐	A rental building constructed with HOME dollars is required to have 2% of the dwelling units accessible to individuals with hearing or vision impairments. (New Construction Projects)
☐	☐	☑	Project has been rehabilitated, has 15 or more units, and the cost of the alterations is 75% or more of the replacement cost of the completed facility (Substantial Rehabilitation). * If the answer is Yes, then the requirements are the same as a newly constructed project.
☐	☐	☑	Project has not been substantially rehabilitated, and has available a minimum of 5% of the units to persons with mobility impairments. (The requirement to make 2% of the units available to persons with sensory impairments does not apply)

Clear Form

ARCHITECT CERTIFICATION FORM

(The Development engineer or an accredited architect or Department-approved third party accessibility specialist must complete this form.)

Accessibility

I (We) certify that the Development will comply with the accessibility standards that are required under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), and specified under 24 C.F.R. Part 8, Subpart C. This certification meets the requirement that the Applicant provide a certification from the Development engineer, an accredited architect or Department-approved third party accessibility specialist, that the Development will comply with the accessibility standards that are required under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), and specified under 24 C.F.R. Part 8, Subpart C and this subparagraph.

I (We) further certify that we have reviewed and completed the accessibility checklist and that the development will comply with all the pertinent sections.

A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: 

Signature of development engineer architect or Department-approved third party accessibility specialist

Larry Tindall

Printed Name

Greene-Tindall Design Group/LTRD

Firm Name (if applicable)

Date

6/30/21

As required by the "Proposal Content" and the "Statement of Work", please find attached the following required certifications:

- Development Team Members Form
- Disclosure of Ownership for Coordinated Living of Southern Nevada, Inc. and Ovation Design and Development, Inc.

DEVELOPMENT TEAM MEMBERS

Development Name: Decatur and Rome Family Apartments Site Address: 6635 N. Decatur Blvd.

The requested information on all known development team members must be provided. In addition to the categories listed below, the "Other" category should be used to list all known development team members. If the team member that will be utilized is not yet known, indicate "TBD." If it is anticipated that the development team category will not be utilized, indicate "N/A."

Developer Name: Coordinated Living of Southern Nevada, Inc.
Address: 5625 S. Hollywood Blvd. City: Las Vegas State: NV Zip: 89122
Phone: 702-833-0639 Fax:
Proposed Fee: $ 6650000 Email: caitlins@coordinatedliving.org
This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

Housing General Contractor Name: Ovation Contracting, Inc.
Address: 6021 S. Fort Apache Rd. Suite 100 City: 74.8% State: NV Zip: 89148
Phone: 702-990-2335 Fax: 702-990-2391
Proposed Fee: $ 1203189 Email: lorrim@ovationdev.com
This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

Infrastructure General Contractor Name: N/A
Address: City: State: Zip:
Phone: Fax:
Proposed Fee: $ Email:
This is a direct or indirect, financial, or other interest with Applicant or other team members*

Cost Estimator Name: N/A
Address: City: State: Zip:
Phone: Fax:
Proposed Fee: $ Email:
This is a direct or indirect, financial, or other interest with Applicant or other team members*

Architect Name: Greene Tindall Design Group/LTRD Corporation
Address: 3047 E. Warm Springs Road City: Las Vegas State: NV Zip: 89120
Phone: 702-597-5597 Fax:

Proposed Fee: $ 1273616 Email:

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Engineer Name: Impluse Civil Engineer

Address: 5135n Camino Al Norte, Ste. 284 City: N. Las Vegas State: NV Zip: 89031

Phone: 702-853-6702 Fax: 702-853-6703

Proposed Fee: $ Included in architect Email: impluse-ce@cox.net

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Market Analyst Name: Novogradac & Company LLC

Address: 33 Wood Avenue South, Ste. 600 City: Iselin State: NJ Zip: 62.2%

Phone: 908-967-4492 Fax:

Proposed Fee: $ 45000 Email: kelly.gorman@novoco.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Appraiser Name: N/A

Address: City: State: Zip:

Phone: Fax:

Proposed Fee: $ Email:

This is a direct or indirect, financial, or other interest with Applicant or other team members*

Attorney: Goldfarb & Lipman LLP

Address: 1300 Clay Street, 11th floor City: Oakland State: CA Zip: 94612

Phone: 510-836-6336 Fax: 510-836-1035

Proposed Fee: $ 169624 Email: rmills@goldfarblipman.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Accountant: Rubin Brown

Address: 10801 W. Charleston Blvd., Suite 300 City: Las Vegas State: NV Zip: 89135

Phone: 702-415-2112 Fax: 702-876-7946

Proposed Fee: $ 174254 Email: heather.grech@rubinbrown.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Property Manager Name: Ovation Business Services, DBA Ovation Property Management

Address: 6021 S. Fort Apache Rd. Ste. 100 City: Las Vegas State: NV Zip: 89148

Phone: 702-990-2773 Fax: 702-990-2791

Proposed Fee: $ 115639 Email: lvance@lasvegasliving.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

Originator or Underwriter Name: Citi Community Capital

Address: 325 E. Hillcrest Dr. Suite 160 City: Thousand Oaks State: ca Zip: 91360

Phone: 805-557-0933 Fax:

Proposed Fee: $ Email:

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Syndicator Name: Wells Fargo

Address: 2030 Main Street, Suite 800 City: Irvine State: CA Zip: 92614

Phone: 949-251-6065 Fax:

Proposed Fee: $ Email: paul.buckland@wellsfargo.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Supportive Services Provider: Coordinated Living of Southern Nevada, Inc.

Address: 5625 S. Hollywood Blvd. City: Las Vegas State: NV Zip: 89122

Phone: 702-833-0639 Fax:

Proposed Fee: $ Email: caitlins@coordinatedliving.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

Supportive Services Provider:

Address: City: State: Zip:

Phone: Fax:

Proposed Fee: $ Email:

This is a direct or indirect, financial, or other interest with Applicant or other team members*

Supportive Services Provider:

Address: City: State: Zip:

Phone: Fax:

Proposed Fee: $ Email:

This is a direct or indirect, financial, or other interest with Applicant or other team members*

Application Consultant or Admin Agent Name: Praxis Consulting Group, LLC

Address: 888 West Second Street Suite 300 City: Reno State: NV Zip: 89503

Phone: 775-786-2003 Fax: 775-201-9655

Proposed Fee: $ 60660 Email: eric@praxisreno.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Other (Describe):

Address: City: State: Zip:

Phone: Fax:

Proposed Fee: $ Email:

This is a direct or indirect, financial, or other interest with Applicant or other team members*

Other (Describe):

Address: City: State: Zip:

Phone: Fax:

Proposed Fee: $ Email:

This is a direct or indirect, financial, or other interest with Applicant or other team members*

Other (Describe):

Address: City: State: Zip:

Phone: Fax:

Proposed Fee: $ Email:

This is a direct or indirect, financial, or other interest with Applicant or other team members*

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form of the Application that explains the relationship(s).

Decatur and Rome Family Apartments

Development Team Members Form:

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form of the application that explains the relationship(s).

Decatur and Rome Family Apartments is being co-developed by Ovation Design and Development, Inc., an affiliate of Ovation Contracting, Inc., and Coordinated Living of Southern Nevada, Inc.. Ovation Contracting, Inc. will serve as a general contractor. Ovation Business Services, dba Ovation Property Management, an affiliate of Ovation Contracting, Inc., will act as the property manager.

Identity of Interest
Alan Molasky/Ovation Related Parties

Alan L. Molasky is the Trustee of the Alan Molasky Revocable Family Trust which is the sole shareholder of:

1. Ovation Business Services, dba Ovation Property Management which is the Property Manager of the Decatur and Rome Family Apartments project.

2. DaVinci Solutions, Inc., which provides drafting services to the architect of the Decatur and Rome Family Apartments.

Alan L. Molasky is the Trustee of the Alan Molasky 2005 Irrevocable Trust which is the sole shareholder of:

1. Ovation Contracting, Inc. (formerly known as Ovation Development Corporation) which is the General Contractor of the Decatur and Rome Family Apartments project.

2. Ovation Affordable Housing, Inc. which is (i) the 0.005% Special Class B Member of Decatur Family, LLC, the Borrower/Owner and (ii) the 49% member and manager of Decatur Family Manager, LLC which is the 0.005% managing member of Decatur Family, LLC, the Borrower/Owner.

3. Ovation Design and Development, Inc. (formerly known as OAH Development, Inc.) which is the Developer of the Decatur and Rome Family Apartments project.

Alan L. Molasky is the Trustee of the Alan Molasky Revocable Family Trust which is the 51% Member of Turn-Rite MM, LLC which is the 1% member and manager of Turn-Rite, LLC, (ii) the 99% member of Turn-Rite, LLC, which may provide painting, cleaning and prep services to the Decatur and Rome Family Apartments project.

Alan L. Molasky is the sole director, and Alan L. Molasky, Reinier Santana and Lorri Murphy are officers of Ovation Business Services, dba Ovation Property Management, Ovation Contracting, Inc., Ovation Affordable Housing, Inc., Ovation Design and Development, Inc., DaVinci Solutions, Inc., and Turn-Rite MM, LLC.

Response Attachment 2—Pricing

Section 6—Pricing Proposal

The financing for Decatur and Rome Family Apartments will include tax-exempt bonds issued by the Nevada Housing Division (NHD), equity from the sale of non-competitive 4% Low Income Housing Tax Credits, HOME/LIHTF funds and/or Federal Home Loan Bank Affordable Housing Program (AHP) funds. The developer will also apply for gap financing through the NHD Growing Affordable Housing Program (GAHP) and Transferrable State Tax Credit (TSTC) Program. The GAHP and TSTC funding are designed to help innovative quality affordable housing projects meet the necessary underwriting criteria to utilize the NHD tax-exempt bond and 4% Low-Income Housing Tax Credit programs. We are also showing a $1.5 million Managing Member contribution and $4.7 million in Deferred Developer Fee in order to balance the sources and uses.

All of the units at Decatur and Rome Family Apartments will be affordable to households below 60% of AMI. 176 units (63.8%) will be affordable to families at or below 49% of area median income (AMI). 100 units (36.2%) will be affordable to families at or below 59% of AMI. The weighted average income targeting and rent level for all of the units will be approximately 52.6% of AMI.

The rents at Decatur and Rome Family Apartments will be significantly below market rate for comparable apartment product. The rents will range from $628 to $766 for a studio "tiny home" unit, $677 to $824 for a 1-bedroom unit, $814 to 991 for a 2-bedroom unit and $941 to $1,146 for a 3-bedroom unit. For comparison, HUD 2021 Fair Market Rents (FMRs) are $780, $937, $1,143, and $1,636 for a studio, 1-bedroom, 2-bedroom and 3-bedroom, respectively. We believe the comparable market rents will be even higher, given the location and the proposed site and unit amenities.

In order to create truly mixed-income rental housing community as indicted in the RFP, Ovation and Coordinated Living will also pursue the use of the "Average Income Test" created by Congress under the Consolidated Appropriations Act of 2018 in order to expand the affordability window of the project. Section 42 Internal Revenue Code (IRC) includes a new option for the Minimum Set-Aside (MSA), which allows projects to serve households with income of up to 80% of AMI or as low as 20% of AMI, as long as the average income remains below 60% of AMI (or is this case, below 52.6% of AMI). The current scoring in the RFP does not promote income mixing, since it incentivizes units targeted below 59% and 49% of AMI. However, if the City of Las Vegas is amendable to Income Averaging while allowing the proposer to maximize points under the Residential Income Targeting points score area, Ovation and Coordinated Living will further explore this option. We believe these goals are compatible, since the average income would remain the same in both scenarios—one with a narrow marketing window and the other with a broad marketing window.

Like nearly all affordable housing developments in Nevada, the Decatur and Rome Family Apartments development will seek 100% property tax exemption pursuant to Nevada Revised Statute (NRS) 361.082 "Exemption portion of qualified low-income housing projects." The statue allows affordable housing project that are income-restricted at or below 60% of AMI (IRS Section 42 income limits) and that utilize HUD HOME funds financing to receive the exemption.

Decatur and Rome Family Apartments will be a 100% income restricted development. The property tax exemption, value at about $186,300, or $675 per unit per year, would allow the development to support additional permanent debt. Without the property exemption, the project is not financially viable.

Ovation and Coordinated Living also propose to extend the compliance period for Decatur and Rome Family Apartments for deep income targeting by 5 years, opting for a total compliance period of 35-years. We understand that the federal Patent recorded on the property requires 50% of the development to remain affordable (below 80% AMI) in perpetuity.

See attached the following:

- Letter of Interest from Wells Fargo Community Lending & Investment dated July 8, 2021 for equity financing
- Term Sheet from Wells Fargo Community Lending & Investment dated July 9, 2021 for construction financing
- Term Sheet from Citi Community Capital dated July 7, 2021 for construction to permanent financing

Budget

The proposed financing and uses for Decatur and Rome Family Apartments is presented in the tables below. We have used the established template with the "Statement of Work" to present our sources and uses.

The estimated total development cost is $50.98 million or about $185,000 per unit, perhaps the lowest cost per unit in the affordable housing industry. For those familiar with Ovation and Coordinated Living affordable housing product, the Decatur and Rome Family Apartments will offer the same high-end design, inside and out, and same high level of amenity, for which we have become known across the Las Vegas Valley.

The paid developer fee accounts for less than 11% of the total development cost, and the contractor's overhead, profit and general requirements accounts for less than 10% of the total hard costs. The development budget and construction cost estimate is modeled from comparable projects recently completed by Ovation and Coordinated Living. While construction costs are volatile and rising nationally, we believe that the budget is up to date and accurate.

Item Description		Funds
Tax Exempt Debt		$20,750,000
FHLBSF AHP/ County HOME/HTF		$1,800,000
NHD GAHP Program		$3,000,000
Limited Partner Equity		$19,232,333
MM Loan		$1,500,000
Deferred Developer Fee		$4,702,650
Total Funds		$50,984,983

	Uses	NHD GAHP	HOME/AHP Funds	LIHTC Proceeds	Tax Exempt Debt	MM Loan	Def. Dev. Fee
Acquisition or land				-			
Off-Sites							
Site Work	**$5,041,607**			$5,041,607			
Direct Construction Costs	**$22,560,030**			$3,000,000	$19,560,030		
Other Construction Costs	**$5,565,963**			$2,875,993	$1,189,970	$1,500,000	
Architecture/Engineering	**$1,273,616**		$1,273,616				
Developer Fees	**$6,650,000**			$1,947,350			$4,702,650
Loans (Financing Fees)	**$527,500**			$527,500			
Other Financing Costs	**$2,596,435**	$445,004		$2,151,431			
Reserves	**$560,000**			$560,000			
Impact Fees	**$2,514,469**	$1,988,085	$526,384				
Accounting/Audit	**$174,254**			$174,254			
Insurance	**$600,634**	$285,023		$315,611			
Consulting Fees	**$60,660**			$60,660			
Marketing/Lease-up	**$204,000**			$204,000			
Appraisal/3rd Party Reports	**$92,250**			$92,250			
Title & Recording	**$281,888**	$281,888					
Taxes During Construction	**$43,370**			$43,370			
Legal Fees	**$169,624**			$169,624			
Contingencies	**$2,068,682**			$2,068,682			
Total	**$50,984,982**	$3,000,000	$1,800,000	$19,232,332	$20,750,000	$1,500,000	$4,702,650

In addition to the above sources and uses, please find attached the following:

- Decatur and Rome Family Apartments Financial Feasibility Form
- Construction Cost Estimate

July 8, 2021

Ms. Lorri Murphy
Vice President of Real Estate Development
Ovation Development Corporation
6021 S. Fort Apache Road
Las Vegas, NV 89148

Re: **Decatur Rome Family Apartments**

Dear Ms. Lorri Murphy:

The purpose of this letter is to indicate an interest of the Wells Fargo Company ("Wells Fargo"), in providing equity, and becoming your partner, in the Decatur Rome Family Apartments. This letter is provided for use in your application to Clark County, State Tax Credit Agency, and RFP Submittals. Should you be successful in obtaining a tax credit reservation, Wells Fargo would be interested in working with you in fully underwriting the proposed investment.

The information that you have provided indicates that Decatur Rome Family Apartments is a two hundred and seventy-six (276) unit community located in North Las Vegas, Nevada, projected to support 4% Federal Low Income Housing Tax Credits ("LIHTC") in the annual amount of $1,923,426. Based upon this information, Wells Fargo proposes preliminary pricing of $1.00 per LIHTC to purchase a 99.99% interest in the limited partnership that will own and operate Decatur Rome Family Apartments. Wells Fargo would expect the limited partner capital contributions to total $19,232,333 is calculated as follows:

Anticipated annual LIHTC Reservation	***$1,923,426***
Anticipated Credit Period	***10***
Total LIHTC through the Initial Compliance Period	***$19,234,260***
Investor Ownership Interest	***99.99%***
Total Allocation of LIHTC through the Initial Compliance Period	***$19,232,337***
Preliminary Pricing per LIHTC	***$1.00***
LIHTC Proceeds	***$19,232,337***

The estimated pay-in schedule is as follows:

Project Milestone	***Capital Contributed***
LP Admission and Commencement of Construction	***$961,617***
Permanent Loan Conversion/Stabilization/8609	***$17,770,720***
8609/K-1	***$500,000***
Total Capital Contributions	***$19,232,337***

Please note that Wells Fargo does not charge syndication, consulting, legal, or other costs so 100% of the

aforementioned equity is invested in the Partnership. Furthermore, pricing is based upon current and anticipated federal and state laws, including federal and state corporate income tax rates and other tax laws, rules and regulations (all collectively, the "Laws"), current and anticipated yield requirements (the "Yield Requirements"), and current and anticipated cost of funds (the "Cost of Funds"). Any proposed or actual modifications to such Laws, Yield Requirements, Cost of Funds, and any changes regarding our or the LIHTC industry's expectations regarding potential tax or other legislative reforms, could affect pricing and the terms herein. In addition, this equity investment is subject to verification of project information, completion of our underwriting, due diligence, documentation, a fully negotiated Partnership Agreement, and Wells Fargo credit approval.

Wells Fargo appreciates the opportunity to respond to your request, and we wish you continued success in your development efforts. If there are any questions regarding the terms of this letter, or if further clarification is required, please feel free to contact me at 949-251-6065.

Very Truly Yours,

Paul Buckland
Senior Vice President
Wells Fargo Community Lending & Investment
2030 Main Street, Suite 800
MAC# E2231-080
Irvine, CA 92614
work 949.251.6065
paul.buckland@wellsfargo.com

Amy Mandell
Relationship Manager

Community Lending & Investment
MAC P6540-420
999 3rd Avenue, 42nd Floor
Seattle, WA 98104
206-833-4070
Amy.E.Mandell@wellsfargo.com

July 9, 2021

Ms. Lorri Murphy
Vice President-Real Estate Development
Ovation Contracting, Inc.
6021 South Fort Apache Road, Suite 100
Las Vegas, NV 89148

Re: Decatur Rome Family Apartments, Las Vegas, Nevada

Dear Ms. Murphy:
The purpose of this letter is to indicate Wells Fargo's interest in providing construction debt for Decatur Rome Apartments. This letter is provided for use in your RFP response. Should you be successful in obtaining funding for the project, Wells Fargo would be interested in working with you in fully underwriting the proposed loan.

The information that you have provided indicates that Decatur Rome Apartments is a 276-unit community projected to support 4% Federal Low Income Housing Tax Credits ("LIHTC"). Wells Fargo proposes preliminary loan sizing of $34,500,000 for this project, with interest calculated at one month LIBOR plus 1.60%.

Please note that Wells Fargo will re-evaluate our pricing before issuing a term sheet, and our pricing will reflect market conditions at that point in time.

This proposed construction loan is subject to verification of project information and completion of our underwriting, due diligence, and documentation. Wells Fargo appreciates the opportunity to respond to your request, and we wish you continued success in your development efforts. If there are any questions regarding the terms of this letter, or if further clarification is required, please feel free to contact me at 206-833-4070.

Sincerely,

Amy Mandell

Amy Mandell

Community Capital

citi

Lorri Murphy, Vice President
Real Estate Development
Ovation Development Corporation
6021 S. Fort Apache Road
Las Vegas, NV 89148

Re: Commitment to utilize Private Activity Bonds to finance a Multifamily Rental Project in an amount not to exceed $34,500,000 relating to a new construction project to be known as "Decatur Rome Family Apartments" in Las Vegas, NV (the "Property")

Ms. Murphy:

Citibank, N.A.("CITI") is pleased to offer to Ovation Development Corporation ("Sponsor"), as the Sponsor of a to-be-formed affiliate ("Borrower"), this commitment ("Commitment") for financing , subject to the terms, requirements and conditions which follow. All capitalized terms used herein, unless otherwise defined, shall have the meaning set forth on Exhibit A annexed hereto and incorporated herein by this reference (the "Commitment Terms"). CITI's decision to issue this Commitment was made in reliance upon the representations and material supplied by Sponsor and Sponsor's representatives, as more particularly described on Exhibit B annexed hereto. CITI understands that Sponsor intends to submit this Commitment to Governmental Lender ("Governmental Lender") in support of Sponsor's application to obtain a private activity bond allocation with respect to the financing of the Property. **This Commitment is subject to, among other things, CITI completing due diligence to confirm the representations made by Sponsor and obtaining credit committee approval.**

In connection with this Commitment, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Commitment, and nothing in this Commitment or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Commitment. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Commitment , if you have not already done so.

A. Transaction Summary. The terms of the tax-exempt financing transaction (the "Transaction") that is the subject of this Commitment is as follows:

1. On the issuance date (the "Closing Date"), CITI shall fund a loan (the "Funding Loan") to Governmental Lender, and Governmental Lender shall simultaneously issue a note (the "Governmental Lender Note") to CITI. The proceeds of the Funding Loan shall be used by Governmental Lender to make a tax-exempt loan (the "Tax-Exempt Loan" or the "Borrower Loan") to Borrower to finance the Property, for which the Governmental Lender receives a borrower note (the "Borrower Note"). Borrower shall be responsible for securing the issuance and delivery of the Tax-Exempt Loan by the Governmental Lender.

2. Upon closing of the transaction, the rights of Governmental Lender in the Borrower Loan and all documents evidencing and securing the Borrower Loan (the "Borrower Loan Documents") shall be assigned to a fiscal agent, which may be CITI (the "Fiscal Agent"), as security for the Governmental Lender's obligations to CITI evidenced by the Governmental Lender Note. CITI will administer and direct the disbursement of the proceeds of the Funding Loan and the Borrower

Loan and will oversee the construction work to be performed on the Property (the "Improvements"). The completion of the Improvements and all related work shall be performed during the Interim Phase (as hereinafter defined).

3. CITI shall have the right to engage a third party servicer ("Servicer") to provide limited servicing/oversight functions on behalf of CITI pursuant to a separate servicing agreement with CITI. CITI shall pay Servicer any applicable servicing fee.

4. At such time as the Conditions to Conversion set forth herein are satisfied, if ever, the Loan shall convert from the Interim Phase to the Permanent Period (as hereinafter defined).In the event that the Conditions to Conversion are not satisfied on or before the last day of the Interim Phase, as more particularly provided herein, at the option of CITI, the Tax-Exempt Loan will be subject to acceleration, and all obligations of CITI with respect to the transaction contemplated by this Commitment shall terminate.

5. CITI anticipates that CITI's interest in the Tax-Exempt Loan may be transferred to any eligible investor, which may be a government sponsored enterprise or institutional investor (or a trust for the benefit thereof) and CITI's underwriting and documentation will provide for the possibility of such transfer.

B. Conditions Precedent to Closing. The obligation of CITI to make the Funding Loan is subject to satisfaction of the following conditions precedent ("Conditions Precedent to Closing"), in each case in a manner acceptable to CITI. The form and substance of all documents and items submitted by Borrower hereunder must be acceptable to CITI and its counsel.

1. Credit Approval. This Commitment is subject, among other things, to CITI obtaining final credit committee approval. Sponsor understands and agrees that this Commitment is subject to final approvals as set forth in Part E.4. of this Commitment and is not an agreement to make a loan.. Any documentation will be forthcoming only after final approval of the underwriting by CITI's credit committee. The financing will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in the Commitment.

2. Documents. Borrower shall duly authorize, execute and deliver or cause to be delivered at closing a Multifamily Note, a Multifamily Deed of Trust, Deed to Secure Debt or Mortgage, where appropriate (the "Security Instrument"), a Guaranty or Guarantees (including a Completion and Payment Guaranty for the Interim Phase and a Non-recourse Carve-out Guaranty), an Agreement of Environmental Indemnification, a Replacement Reserve Agreement, a Construction Funding Agreement, Assignments and any other assignment, financing statement, agreement or document required by CITI in connection with the Loan (collectively, the "Mortgage Documents"). The Funding Loan Agreement, the Regulatory Agreement, the Borrower Loan Agreement, the Borrower Note and all other documents executed or issued in connection with the transaction shall be referred to, collectively, as the "Tax-Exempt Loan Documents". The Security Instrument and Borrower Note shall initially be for the benefit of Governmental Lender and shall be assigned on the Closing Date to CITI. The Tax-Exempt Loan Documents must be in a form satisfactory to CITI and Governmental Lender. Where appropriate, the Mortgage Documents and the Tax-Exempt Loan Documents shall be acknowledged, recorded and filed in the public record, and all recording receipts promptly delivered to CITI.

3. Title Insurance. Borrower shall promptly deliver to CITI a commitment for a mortgagee's title insurance policy, prepared in accordance with CITI's title insurance instructions, along with a pro forma policy in the form included in such instructions. The title insurance commitment and policy must satisfy all of the requirements of such instructions and include such other coverage and

endorsements as CITI may require. The company and/or agent issuing the commitment shall be acceptable to CITI in all respects. Borrower shall also furnish CITI with copies of all instruments affecting title to the Property including, but not limited to, all instruments referenced in Schedule B of the pro forma policy.

4. UCC Search/Perfection. Borrower shall commission UCC searches in the real estate records and personal property records of the following jurisdictions and shall furnish written reports of such searches to CITI: (i) the jurisdiction where the Property is located, (ii) any other jurisdiction in which Borrower has its principal office for the conduct of its business, (iii) in the central UCC filing location specified by the law of the state where the Property is located, and (iv) any other office where filing is necessary to perfect Governmental Lender's or Fiscal Agent's security interest in the Collateral (as hereinafter defined). All such searches shall be updated to the time of recordation of the Mortgage Documents and shall show no security interests affecting the Property, Guarantor or Borrower, other than those naming Governmental Lender or Fiscal Agent as the secured party. Borrower shall cause the appropriate filing of financing statements, on forms supplied by CITI, evidencing Governmental Lender's or Fiscal Agent's perfected first priority security interest in all personal property, machinery, equipment, building materials, contract rights, furniture, fixtures, royalties, receivables and other rights related thereto, as well as all leases, rents, revenues and proceeds therefrom and all proceeds of the foregoing (collectively, the "Collateral"). Such filing shall be in compliance with both the Uniform Commercial Code, as adopted in the state in which the Property is located, and all other applicable laws affecting the perfection of security interests. Borrower shall furnish to CITI, promptly upon recordation, receipted or time stamped copies of the filed financing statements.

5. Authority. Borrower shall furnish to CITI certified documents satisfactory to CITI evidencing Borrower's power and authority to enter into the Mortgage Documents and the Tax-Exempt Loan Documents. If Borrower is a corporation, such documents shall include Borrower's Articles of Incorporation, Bylaws, corporate resolution relevant to the Loan and a Certificate of Good Standing from the state of incorporation and the state where the Property is located. If Borrower is a partnership, such documents shall include a copy of the partnership agreement and partnership certificate, and the above-referenced corporate documents for any corporate general partner of Borrower. If Borrower is a limited liability company, such documents shall include a copy of the Articles of Organization and Operating Agreement and the Certificate of Authenticity or Certificate of Good Standing from the state of organization and the state where the Property is located.

6. Leases. The standard form of lease used at the Property shall be subject to the prior written approval of CITI. All new leases and renewals of existing leases shall be made on the approved standard form of lease unless otherwise agreed to by CITI. There must be no commercial leases affecting the Property, except for any laundry lease and other commercial lease disclosed in writing to and approved in writing by CITI and its counsel prior to the date of this Commitment. Any current commercial lease or laundry lease must be subordinated to the lien of the Security Instrument and other Mortgage Documents. Borrower agrees that any future commercial lease or laundry lease or renewal of any current commercial lease or laundry lease will contain language acceptable to CITI subordinating said lease to the lien of the Security Instrument and other Mortgage Documents. There must be no default under any current commercial lease or laundry lease.

7. Borrower's Management Agreement. Borrower shall furnish to CITI a copy of Borrower's management agreement. The management agreement must be with a professional management company and both the management company and the terms of the management agreement must be

approved in writing by CITI. Borrower shall not make or permit to be made any changes to the management agreement without the prior written approval of CITI. Without limiting the foregoing, the management agreement must be terminable by owner on 30 days' notice, with or without cause and without payment of any termination fee. If required by CITI, a portion of the management fee may be required to be subordinated to debt service and other amounts payable with respect to the Loan.

8. Rent Roll. If applicable, Borrower shall promptly furnish a copy of the rent roll for the Property, with an updated rent roll to be delivered contemporaneously with closing and as of the Conversion Date (as hereinafter defined).

9. Appraisal. CITI shall have received an appraisal of the Property satisfactory to CITI.

10. Opinion of Borrower's Counsel. Borrower shall deliver to CITI a written opinion by Borrower's counsel approved by CITI, addressed to CITI, Issuer and Bond Trustee and in the form furnished or approved by CITI's counsel.

11. Insurance. Borrower shall deliver to CITI an insurance policy evidencing the existence of insurance relating to the Property, which evidence shall include "paid" premium invoices, conforming in all respects to CITI's insurance requirements as provided to Borrower in a separate package, as same may, from time to time, be modified. Such insurance for the Property shall include, without limitation, coverage for acts of terrorism and, if applicable, flood insurance (as more particularly set forth in Paragraph 17 below). In addition, Borrower must deliver prior to closing (i) the original, or a copy certified by the insurance agent, of the policy(ies) of insurance; or (ii) the insurance binder; or (iii) a certificate of insurance (Acord Form 28 property or Acord Form 27 liability or other form, satisfactory to Lender, provided by the insurance agent); or (iv) original letter from the insurance carrier on the primary layer, signed by an officer of such carrier, attaching the form of insurance policy pursuant to which coverage is being provided, and, if applicable, original letter from each insurance carrier on the excess layers, signed by an officer of such carrier(s) agreeing that it is bound to the form of insurance policy delivered by the primary carrier *(i.e.*, agreeing to "follow form" to the primary carrier). The letter must set forth the date by which the policy will be delivered to CITI, which must not be more than sixty (60) days following closing. All mortgagee/loss payee/additional insured endorsements must be attached to the letter.

12. Permits/Occupancy. Borrower shall deliver to CITI evidence satisfactory to CITI that all applicable governmental authorities have authorized construction of the Improvements and the development and, if applicable, the operation of the Property as a multifamily residential unit, including, without limitation, occupancy permits (if applicable) and building permits. Any nonresidential occupancy must be approved in writing by CITI.

13. Zoning/Subdivision. Borrower shall deliver to CITI certification from the local governmental authority (i) that the use of the Property as a multifamily residential complex complies with all zoning and subdivision ordinances and regulations applicable to the Property and that it is either a legal, conforming use or a legal, nonconforming use acceptable under CITI's underwriting standards, (ii) that the Property has been properly subdivided, and (iii) that the improvements on the Property can be rebuilt on the same location to their presently existing size, shape and density if partially or totally destroyed.

14. Access/Utilities. Borrower shall deliver to CITI evidence satisfactory to CITI that the Property is located on a publicly dedicated and maintained roadway or acceptable easement thereto, is served by public water and sewer systems, electricity and telephone service, and receives adequate municipal services (fire, police and transportation, among others).

15. Other Compliance. Borrower shall deliver to CITI evidence satisfactory to CITI that the Property, and Borrower's operation thereof, is in compliance with all local and/or state building, safety, health and fire codes, all clean air and water acts and other Hazardous Materials Laws (as hereinafter defined), and all equal opportunity, anti-discriminatory and fair housing requirements.

16. Survey. Borrower shall deliver to CITI a current, certified, "boundary" or "as-built" (as applicable) ALTA survey of the Property and surveyor's certificate, prepared by a registered engineer or surveyor approved by CITI. The survey and surveyor's certificate shall be satisfactory in form and substance to CITI and shall contain those matters set forth in CITI's survey instructions.

17. Flood Zone Map/Certification/Insurance. Borrower shall deliver to CITI a certification from Borrower's architect, engineer or surveyor stating whether the Property is located in a designated special Flood Plain Hazard area, as designated by appropriate federal agencies. If all or any portion of the Property is at any time during the term of the Loan, located in such an area, Borrower shall provide satisfactory evidence to CITI of the existence of flood insurance policies in the maximum amount required pursuant to applicable laws covering all of the improvements on the Property which lie within, are bounded by, or are in any way affected by such area.

18. Operating Documents. Borrower shall furnish copies of any form documents used for the Property and any equipment leases, licenses, franchises, permits, contracts, and any other agreements required for the operation, use, management or occupancy of the Property, and all such items shall be subject to written approval by CITI.

19. Financial Statements of Borrower and Guarantor. CITI shall receive, for its review and approval detailed financial statements for Borrower, any principal in Borrower and each Guarantor, certified by Borrower, such principal or the Guarantor, as the case may be. CITI may also require updated and/or recertified financial statements as of the Closing Date.

20. Environmental Assessment Report. CITI shall receive and approve a written report or reports from CITI's independent environmental inspectors confirming that the Property and any site within the vicinity of the Property (i) has not contained and does not currently contain any Hazardous Material or underground storage tanks or any other pollutants that could be detrimental to the Property, human health or the environment, (ii) does not contain radon gas in levels unacceptable to CITI, (iii) complies with all applicable Hazardous Material Laws and has not been identified by any environmental regulatory body as a site containing Hazardous Material or underground storage tanks, (iv) shows no other environmental problem that would bring the Property within the purview of any federal, state or local environmental law or ordinance, and (v) contains no residual effect due to the removal of storage tanks or Hazardous Material. All deficiencies with respect to any environmental matters which CITI deems to be material shall be corrected by Borrower at its own expense to the satisfaction of CITI. "Hazardous Material" means and includes, without limitation, mold, asbestos and any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, lead-based paint, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic wastes, materials or substances under the Hazardous Material Laws. "Hazardous Material Laws" means and includes, all federal, state and local statutes, ordinances, regulations, orders, and decrees now or hereafter promulgated in connection with preserving the environment and/or the handling, storage, transport and disposal of Hazard Material.

21. Separate Tax Parcel(s). The Property shall constitute one or more separate and distinct tax parcels for purposes of all real estate taxes and assessments. There shall be no overlap whatsoever

between the Property and any other property which will not be subject to the first lien of the Security Instrument. Borrower shall also furnish the most recent tax bills for the Property.

22. Opinion of Tax Counsel. CITI must receive from nationally recognized tax counsel approved by CITI an unqualified opinion (i) as to the validity and enforceability of the Tax-Exempt Loan, (ii) that the interest on the Tax-Exempt Loan is excluded from the gross income of the owners thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and (iii) that the interest on the Tax-Exempt Loan is excluded from the gross income of the owners thereof for state income tax purposes if such exclusion is available under state law. Tax counsel must have (a) addressed its opinion to CITI, (b) addressed its opinion to CITI or (c) provided CITI a letter, addressed to CITI, stating that CITI may rely upon the opinion. Both the opinion and, if applicable, the reliance letter must be satisfactory to CITI.

23. Governmental Lender Requirements. CITI must receive evidence that Governmental Lender shall not impose restrictions, requirements or conditions in connection with its willingness to issue the Tax-Exempt Loan that are unacceptable to CITI. The restrictions imposed by the Tax-Exempt Loan Documents must be consistent with the restrictions on the use of the Property, on the income of tenants and on any rent charge that was used in underwriting the Funding Loan.

24. Low-Income Housing Tax Credits ("LIHTC"). CITI must approve any land use restriction agreement or regulatory agreement regulating or restricting the use or manner of operation of the Property and requiring that the Property be operated as a residential rental project occupied by individuals of low income (as provided for in the Treasury Regulations under Section 42(g) of the Internal Revenue Code). Such regulatory agreement must provide that the Property shall at all times be operated in such manner as to comply with the requirements of the Internal Revenue Code, the Treasury Regulations and IRS Rulings for obtaining and for preserving the LIHTC. In addition, the eligibility of the Property for LIHTC shall be evidenced to CITI in a manner satisfactory to CITI. Such regulatory agreement must be reviewed and approved in writing by CITI.

25. Equity and Funding Conditions. CITI must approve the partners/members (including the Tax Credit Investor), the applicable investment agreement, and the organizational documents of Borrower. CITI must receive and approve evidence satisfactory to CITI in all respects that the amount of the equity contribution is projected to be at least the level used by CITI in underwriting the transaction. Borrower's organizational documents shall contain restrictions acceptable to CITI on the syndication or other transfer of the Tax Credit Investor's interest, in whole or in part (including any interest therein), to eligible investors. In addition, prior to the Closing Date, CITI must receive and approve evidence satisfactory to CITI in all respects that Borrower (i) has timely received all required equity contributions to be made to Borrower as of the Closing Date, (ii) has fully funded, for the benefit of the Property, all cash required to be invested in the Property as of the Closing Date, and (iii) has made satisfactory arrangements to fund all cash required to be funded after the Closing Date. Borrower must also provide and CITI must approve in writing any developer's agreement relating to the Property.

26. Interim Phase Budget. CITI will require satisfactory evidence that other funds and Loan Proceeds are adequate to complete the Improvements and carry the costs of the Property (including but not limited to interest, taxes, insurance, and operating costs), as determined by CITI based upon its review of scope of work, the Appraisal and other relevant information. CITI reserves the right to receive, review and approve all project expenditures made prior to closing.

27. Architectural Consultant and Construction Inspector. CITI shall have approved an architectural consultant to monitor the progress of the Improvements (the "Architectural

Consultant") and Borrower and the Architectural Consultant shall have executed and delivered to CITI an agreement in form and substance acceptable to CITI, pursuant to which the Architectural Consultant shall agree to certify hard cost progress payments and to provide the certifications required pursuant to this Preliminary Commitment upon completion of the Improvements. In addition, CITI will enter into an agreement directly with a construction inspector ("Construction Inspector") for the benefit of CITI, but at the sole cost and expense of Borrower, to review the plans and specifications, contracts and budget for the Improvements and to monitor the progress of the construction of the Improvements in the manner required by CITI.

28. Approved Plans. CITI and its engineering consultants and the Construction Inspector shall have received and approved the plans and specifications for the Improvements (such plans and specifications, as approved by CITI are referred to herein as the "Approved Plans"), the budget for completion of the Improvements, a fixed or a guaranteed maximum price contract for completion of the Improvements with a general contractor acceptable to CITI and a construction draw schedule for the Improvements.

29. Change Orders. The Approved Plans and the Construction Contract, and any change orders issued thereunder, will be subject to the approval of CITI.

30. Contractors. The architect, general contractor and such other contractors and subcontractors with respect to the Property as shall be identified by Borrower and approved by CITI shall have acknowledged the collateral assignment of their respective contracts to CITI and agreed in writing to continue performance on behalf of CITI under their respective contracts without additional cost in the event of a default by Borrower, which agreements shall be in form and substance acceptable to CITI and its counsel.

31. Payment and Performance Bonds. To the extent indicated on Exhibit A hereto, Borrower shall be required to deliver to CITI payment and performance bonds with respect to its contractor and major subcontractors (as determined by CITI).

32. Additional Documents. Upon request by CITI, Borrower shall furnish CITI with any documentation being furnished to any other party lending or investing in the Property (including CITI), including any plans for the Improvements, construction budgets, contracts and disbursement requests. In addition, Borrower shall deliver to CITI all other documents, instruments and other items required by CITI in connection with the making of the Funding Loan.

33. Additional Funding Requirements: All final documentation and due diligence must be delivered to tax counsel and/or counsel to CITI prior to the release of any funds for the Funding Loan, and under no circumstances will CITI authorize the closing of the Funding Loan until counsel to CITI has received the following final documentation: Trust Indenture, Funding Loan Agreement, Tax Certificate (or comparable document), Multifamily Note(s), the regulatory agreement/land use restriction agreement associated with the Tax-Exempt Loan, TEFRA approval(s), Governmental Lender's resolution(s), proof of volume allocation, , IRS Form 8038, final opinions of tax counsel and Borrower's counsel, any enhancement instrument, and, if applicable, all documentation required from HUD.

34. Fees and Expenses. Borrower shall have paid the Financing Fee (as hereinafter defined) and any other costs and expenses then due and payable pursuant to the provisions of this Preliminary Commitment.

C. Conversion of the Mortgage Loan to the Permanent Period. The conditions set forth in the Loan and Tax-Exempt Loan Documents (collectively, the "Conditions to Conversion") must be satisfied no later than the date that is ninety (90) days prior to the last day of the Interim Phase (the "Conversion

Package Submission Date"), and must continue to remain satisfied through the date of conversion of the Loan to the Permanent Period (the "Conversion Date") as will be set forth in the Loan Documents, in each case, in a manner acceptable to CITI, if the Loan is to convert from the Interim Phase to the Permanent Period. For purposes of this Preliminary Commitment, the term Interim Phase means the period from the Closing Date through the day prior to the Conversion Date and the term Permanent Period means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Loan.

D. Fees and Expenses. Borrower shall be responsible for the following fees and expenses in connection with the financing:

1. Application Fee. Borrower hereby acknowledges requirement of an application fee (the "Application Fee") as set forth in the Preliminary Commitment Terms, which amount shall be non-refundable. In the event additional funds are required to complete CITI's review and due diligence, Borrower will be advised of such costs in advance. Any and all additional costs will be billed to Borrower as they are incurred. The Application Fee is applicable toward third party reports, underwriting and processing (as set forth in the Preliminary Commitment Terms), and CITI's legal fees.

2. Origination Fee. The Origination Fee as set forth in the Exhibit A shall be due and payable on the Closing Date. The Origination Fee reflects a fee payable to CITI in exchange for providing financing for the Project.

3. Conversion Fee. Borrower shall pay CITI a Conversion Fee as set forth in the Preliminary Commitment Terms for CITI's services in processing information to determine whether the Conditions to Conversion have been satisfied. The Conversion Fee shall be due when Borrower first submits information to satisfy the Conditions to Conversion.

4. Fees and Expenses. Sponsor shall pay when due, whether or not the closing occurs, all reasonable and actual expenses, fees and charges with respect to the cost of issuance of the Tax-Exempt Loan (including tax and Governmental Lender counsel fees, Governmental Lender fees, Fiscal Agent fees, Fiscal Agent counsel fees, financial advisor fees, printing and mailing costs and other Tax-Exempt Loan related fees and costs), and the Tax-Exempt Loan processing and closing, or in any way connected therewith, including, without limitation, appraisal fees, survey costs, title insurance costs, architectural fees, engineering fees, inspection fees, mortgage or similar taxes and all attorneys' fees and legal costs of CITI. Without limiting the foregoing, Sponsor specifically agrees to pay all costs relating to document preparation and review of real estate due diligence items by counsel to CITI.

E. Assignment; Acceptance; Termination.

1. Acceptance. In order for this Commitment to be binding on CITI, Sponsor must execute a copy of this Commitment and return it, along with the Application Fee to CITI within five (5) business days after the date first set forth above (the "Outside Acceptance Date"), time being of the essence.

2. Expiration. This Commitment must be accepted on or before the Outside Acceptance Date, and the Tax-Exempt Loan must be issued prior to the Outside Closing Date set forth in the Commitment Terms, or this Commitment shall terminate and be of no further force and effect; provided, however that the provisions of this Commitment that explicitly survive termination shall continue in full force and effect. In the event that Sponsor does not obtain an allocation for the full amount of the Tax-Exempt Loan at least thirty (30) days prior to the Outside Closing Date, or the issuance of the Tax-Exempt Loan and the making of the Funding Loan by CITI does not occur by the Outside Closing Date, Sponsor may request an extension of this Commitment (not to exceed

ninety (90) days), which extension shall be in Citi's sole discretion. In the event the requested extension is approved by CITI in its sole discretion, in addition to the Financing Fee and other amounts due hereunder, Sponsor shall pay to CITI a commitment extension fee equal to 0.25% (25 basis points) of the Interim Phase Amount on the Closing Date.

3. Termination. CITI may terminate this Commitment at any time if:

a. Any material adverse change (financial or otherwise) shall occur at any time prior to the Closing Date with respect to (i) the Property, the proposed Improvements, and/or the other security for the Tax-Exempt Loan, or (ii) the credit of Borrower and/or Sponsor (and/or any of the principals of Borrower and/or Sponsor) or any Guarantor or any other person or entity connected with the Loan, or (iii) any other source of repayment of the Loan.

b. Any part of the Property shall have been taken in condemnation or other like proceeding, or any such proceeding is pending or threatened as of the Closing Date, or any part of the Property is damaged and not repaired to CITI's satisfaction prior to the Closing Date.

c. If requested, certifications of the non-occurrence of (a) and (b) above, in form acceptable to CITI, are not executed by Borrower on the Closing Date, or if Borrower has not delivered on the Closing Date updated personal financial statements for any Guarantor.

d. After acceptance of this Commitment, the Tax-Exempt Loan is not issued and closed on or prior to the Outside Closing Date (as the same may be extended pursuant to Section E2.).

e. If, in CITI's sole judgment, CITI's underwriting and due diligence indicate the reasonable possibility of a material adverse change in the Property, the proposed Improvements, the Sponsor, the Borrower and/or any Guarantor.

f. If the OFAC representation and warranty in Section F5. is no longer true and correct.

4. Upon termination, Sponsor shall pay to CITI any other reasonable damages CITI may have incurred due to non-delivery of the Tax-Exempt Loan. **Sponsor's or Borrower's obligation to pay all amounts due under this Commitment shall survive the termination or expiration of this Commitment.** If Sponsor or Borrower fails or refuses to comply with the terms of this Commitment, CITI, at its option, shall have the right to enforce any rights and remedies it may have at law or in equity, including, but not limited to, the collection of costs and expenses arising out of such breach, including reasonable attorneys' fees and disbursements.

5. Final Underwriting. By accepting this Commitment, Sponsor expressly acknowledges that the obligation of CITI to provide the Funding Loan is subject to the completion of final loan underwriting by CITI, final CITI loan committee approval, and the satisfaction of any additional or differing conditions including interest rates that may be required by CITI as a result of such committee approval. By accepting this Commitment, Sponsor expressly acknowledges that the obligation of CITI to provide the financing described in this Commitment is subject to the satisfaction of the obligations and terms and conditions required by Citi for new construction and rehabilitation projects.

F. Miscellaneous.

1. Further Assurances. Sponsor hereby expressly acknowledges that CITI intends to incur costs upon acceptance of this Commitment. Upon acceptance of the Commitment, Sponsor shall be strictly obligated to close the transaction contemplated hereby. Sponsor acknowledges that failure to close the transaction will subject CITI to substantial costs and damages. Therefore, Sponsor hereby expressly agrees:

a. To perform all of the requirements, terms and conditions contained herein at the time and in the manner herein and as required by CITI.

b. Refrain from taking any action that would result in CITI's inability to arrange for the making of the Funding Loan.

c. On the request of CITI, to re-execute or ratify any of the Mortgage Documents and/or the Tax-Exempt Loan Documents, or execute any other documents as may be reasonably necessary to effect the delivery of the Tax-Exempt Loan to any investor.

2. Indemnification for Brokerage Commissions. Sponsor acknowledges and agrees that any fees due for tax-exempt loan or related mortgage loan origination services shall be Borrower's sole responsibility. Borrower and Sponsor shall indemnify and hold CITI harmless from and against any and all claims, demands and liability for brokerage commissions, assignment fees, finders' fees or other compensation whatsoever arising from the issuance of this Commitment, the making of the Tax-Exempt Loan that may be asserted against CITI by any person or entity. **Sponsor's and Borrower's obligation to indemnify CITI hereunder shall survive the termination or expiration of this Commitment.**

3. Authorization. Sponsor and the undersigned Guarantor hereby authorize CITI to obtain and forward any and all credit information, including credit reports and financial statements and all other information of any kind received or reasonably required in connection with this Commitment to any rating agency and to any potential investor.

4. Exclusivity. The terms and provisions of this Commitment are intended for the sole and exclusive benefit of CITI and Borrower, and not for the benefit of, nor for the purpose of being relied upon, by any other party.

5. OFAC Provisions. Sponsor hereby represents and warrants that no portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity. Sponsor further represents and warrants that to the best of Sponsor's knowledge, after having made diligent inquiry, Sponsor, Borrower, each Person owning a direct or indirect interest in Borrower, each Guarantor, each person owing a direct or indirect interest in each Guarantor, the Property Manager, and each tenant at the Property: (a) is not currently identified on OFAC List, and (b) is not a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. The Sponsor further acknowledges and agrees that it shall have a continuing obligation during the processing of this Commitment to notify CITI promptly if it knows or has reason to believe that the representations and warranties contained herein are no longer correct. Sponsor has implemented procedures, and will consistently apply those procedures throughout the term of the Tax-Exempt Loan, to ensure the foregoing representations and warranties remain true and correct during the term of the Tax-Exempt Loan. For the purposes hereof, "OFAC List" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Requirements of Law,

including, without limitation, trade embargos, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States, which OFAC List is accessible through the internet website http://www.treasury.gov/ofac/downloads/t11sdn.pdf, and "Person" means an individual, partnership, limited partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

6. Borrower's Representations. The validity of this Commitment and CITI's obligations hereunder shall at all times be subject to the accuracy and validity of all information and representations furnished by Sponsor to CITI with regard to the Tax-Exempt Loan , which shall have been and shall continue to be true and not misleading in all material respects.

7. Loan Data. All inspections, reports, appraisals, environmental studies or other data submitted to, commissioned for, conducted or produced by or for CITI are for its benefit and use and shall be the property of CITI. No right of inspection or approval contained in this Commitment shall be deemed to impose upon CITI any duty or obligation whatsoever to take any action or to notify any person with respect thereto, and no liability shall be imposed upon any such party and no warranty shall be deemed or construed to arise by reason of any inspection undertaken or approval given by any such party, its agents, employees or representatives, any such inspections and approvals being made solely for the benefit of such party. **The provisions of this paragraph shall survive the termination or expiration of this Commitment.**

8. Discretion. In any instance where the consent or approval of CITI may be given or is required, or where any determination, judgment or decision is to be rendered by CITI under this Commitment, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by CITI (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

9. Waiver. CITI reserves the right, in its sole discretion, to waive in whole or part any of the terms, requirements and conditions in this Commitment, the Mortgage Documents, the Bond Documents or other documents referenced herein; provided, however, that such waiver shall in no event be construed to constitute a waiver of the applicable terms, requirements or conditions as they may apply in the future.

10. Successors and Assigns. Sponsor acknowledges and agrees that CITI at its option may assign or otherwise transfer the Bonds and all documents evidencing and securing the Bonds including, but not limited to, this Commitment, to other parties subsequent to the execution of this Commitment. Neither Sponsor nor Borrower may assign its rights, interest, or obligations under this Commitment without first obtaining CITI's prior written consent. This Commitment shall be binding upon the successors and permitted assigns of Borrower.

11. Governing Law. This Commitment shall be governed by and construed in accordance with the laws of the State of New York. Sponsor agrees that any legal action that may arise out of this Commitment will be commenced only in the United States District Court, Southern District of New York, or New York State Courts sitting in New York County, New York, and Sponsor hereby submits to the jurisdiction of any such court. All Mortgage Documents and Bond Documents (other than this Commitment) shall be governed by the laws of the State where the Property is situated. **The governing law election with respect to this Commitment shall survive the termination or expiration of this Commitment.**

12. WAIVER OF TRIAL BY JURY. SPONSOR AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS COMMITMENT OR THE

RELATIONSHIP BETWEEN BOND PURCHASER, BONDHOLDER REPRESENTATIVE AND BORROWER OR SPONSOR THAT IS TRIABLE OF RIGHT BY A JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN BY SPONSOR KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL AND APPLIES TO ALL ACTIONS WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE. **THIS PROVISION SHALL SURVIVE THE TERMINATION OF EXPIRATION OF THIS COMMITMENT.**

13. Survival. The covenants, terms and conditions set forth in this Commitment shall not survive the Closing Date (unless expressly provided to the contrary). In the event of any conflict between this Commitment and the Mortgage Documents and/or the Bond Documents, the Mortgage Documents and/or the Bond Documents, as applicable, shall prevail.

14. Confidentiality The provisions of this Commitment and all of the terms and conditions contained herein are confidential and Sponsor shall not share this Commitment, or the terms and conditions contained herein, with any third party; provided however, Sponsor may show this Commitment to the Issuer in connection with its application for issuance of the Bonds. **This confidentiality provision shall survive the termination or expiration of this Commitment.**

15. Anti Tying Policy. CITI maintains a policy of strict compliance to the anti-tying provisions of the U.S. Bank Holding Company Act of 1956, as amended, and the regulations issued by the Federal Reserve Board implementing the anti-tying rules (collectively, the "Anti-tying Rules"). Moreover, our credit policies provide that credit must be underwritten in a safe and sound manner and be consistent with Section 23B of the Federal Reserve Act and the requirements of federal law. Consistent with these requirements and our Anti-tying Policy:

a. The extension of commercial loans or other products or services to you by CITI or any of its subsidiaries will not be conditioned on your taking other products or services offered by CITI or any of its subsidiaries or affiliates, unless such a condition is permitted under an exception to the Anti-tying Rules.

b. CITI will not vary the price or other terms of any product or service offered by CITI or its subsidiaries on the condition that you purchase another product or service from CITI or any of its affiliates, unless CITI is authorized to do so under an exception to the Anti-tying Rules.

c. CITI will not require you to provide property or services to CITI or any affiliate of CITI as a condition to the extension of a commercial loan to you by CITI or any of its subsidiaries, unless such a requirement is reasonably required to protect the safety and soundness of the loan.

d. CITI will not require you to refrain from doing business with a competitor of CITI or any of its affiliates as a condition to receiving a commercial loan from CITI or any of its subsidiaries, unless the requirement is reasonably designed to ensure the soundness of the Loan.

If you have any questions relating to this Commitment, or if we can be of any further assistance, please do not hesitate to let us know.

Very truly yours,

CITIBANK, N.A., a national banking association

By: _____

Title:

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

Date: _____

SPONSOR:

By: _____

Name: _____

Title: _____

EXHIBIT A

COMMITMENT TERMS

This Exhibit A is an integral part of, and establishes additional terms, conditions and requirements of, the Commitment to which this is annexed.

SUMMARY OF MORTGAGE LOAN TERMS

Project:	Decatur Rome Family Apartments, a 276-unit new construction multifamily project.
Maximum Tax-Exempt Loan Amount:	An amount estimated to be $34,500,000. The Permanent Loan is estimated at $20,750,000.
Number of Units:	276.
Low-Income Units:	176 units (64% of the units) @ 49% of AMI. 100 units (36% of the units) @ 59% of AMI.
Construction Period Interest Rate:	A rate estimated to be 3.50%
Permanent Period Interest Rate:	A rate estimated to be 4.80%.
Financing Fee:	A fee, payable to CITI, equal to 1.00% of the amount of the Maximum Mortgage Loan Amount. This fee includes permanent lending services.
Conversion Fee:	$10,000.
Guarantor(s):	Alan Molasky
Outside Closing Date:	Q3 2022.
Initial Construction Period:	30 months.
Possible Extension Period(s):	One 6 month extension.
Permanent Loan Term:	18 years following Closing.
Amortization Period:	40 years.
Lockout Period:	10 years following Conversion.
Pre-payment Premium:	1%.

Loan Sizing Criteria:	Maximum Loan to Value: 85%. Maximum Loan to Cost: 80%. Debt Service Coverage: 1.15 to 1.00.
Required Reserves following Conversion:	$300/Unit/Year for Years 1-5. Thereafter, subject to increases once every 5 Years, based upon a physical needs assessment
Approved Subordinate Financing:	The terms, conditions and documentation of the Approved Subordinate Financing, if any, including the form of subordination agreement subordinating the Approved Subordinate Financing to the Loan, are subject to the review and approval CITI in its sole discretion.
Payment and Performance Bonds:	N/A.
Tax Credit Equity Provider:	Must be acceptable to CITI in all respects.

EXHIBIT B

Initial Due Diligence Completed

1. Review of proposed income and expense statements (budget).
2. Review of estimated sources and uses statement.
3. Review of financial information of Sponsor, Borrower and principals of each.

EXHIBIT B
Decatur & Rome Family Apartments
Construction Schedule of Values

Div	Description	# of CSI	Amount
01	General Requirements	12	$ 1,206,204
02	Existing Conditions	1	$ 3,500
03	Concrete	4	$ 1,210,411
04	Masonry	1	$ 56,967
05	Metals	4	$ 261,751
06	Wood, Plastics, & Composites	4	$ 8,187,774
07	Thermal & Moisture Protection	5	$ 964,974
08	Openings	5	$ 553,545
09	Finishes	23	$ 3,549,181
10	Specialties	10	$ 156,008
11	Equipment	2	$ 631,212
12	Furnishings	5	$ 1,194,064
13	Special Construction	1	$ 365,895
14	Conveying Equipment	1	$ 199,283
21	Fire Suppression	2	$ 437,539
22	Plumbing	1	$ 2,419,015
23	HVAC	1	$ 1,603,292
26	Electrical	4	$ 1,753,227
28	Electronic Safety & Security	3	$ 381,027
31	Earthwork	7	$ 354,860
32	Exterior Improvements	24	$ 1,938,571
33	Utilities	7	$ 987,937
48	Electrical Power Generation	2	$ 178,738
CARPORT	CARPORT	2	$ 34,554
DUMPSTERS	DUMPSTERS	1	$ 97,742
OFFSITE	OFFSITE	11	$ 612,234
OTHER SITE	OTHER SITE	5	$ 153,188
POOL AREA	POOL AREA	21	$ 299,257
FFE	FFE	11	$ 839,808
49	Field Surveys, Staking	10	$ 257,747
50	P&P Bond, Insurance, Sub Bonds	2	$ 471,805
56	Contractor Profit	2	$ 1,806,291
TOTAL BASE CONTRACT		**194**	**$ 33,167,600**

Decatur & Rome Family Apartments
Construction Schedule of Values

Div	Div Name	New CSI Code	Description	Amount
01	General Requirements	01-0210	Computer Equipment/Consulting	$ 85,779
		01-0501	Other General Conditions	$ 1,025,468
		01-3233	Aerial Photos	$ 6,050
		01-5130	Cell Phones	$ 10,681
		01-5135	High Speed Internet	$ 4,833
		01-5205	Temporary Office Expenses	$ 3,689
		01-5207	Office Supplies	$ 10,602
		01-5213	Temporary Trailer	$ 16,600
		01-5214	Temporary Storage Container	$ 4,530
		01-5410	Temp Equipment	$ 10,673
		01-5813	Temporary Signs	$ 2,298
		01-9001	Payroll Allocation	$ 25,000
01 Total				$ 1,206,204
02	Existing Conditions	02-3213	Potholing	$ 3,500
02 Total				$ 3,500
03	Concrete	03-3101	Concrete Slabs	$ 804,864
		03-3101	Concrete Slabs- Repair Allowance	$ 2,693
		03-3116	Lightweight Concrete	$ 362,439
		03-5001	Deck	$ 40,415
03 Total				$ 1,210,411
04	Masonry	04-2201	Elevator Shaft	$ 56,967
04 Total				$ 56,967
05	Metals	05-1201	Structural Steel	$ 118,493
		05-1202	Elevator shaft iron	$ 10,374
		05-5201	Stairwell Steps	$ 55,132
		05-7300	Iron Railings	$ 77,753
05 Total				$ 261,751
06	Wood, Plastics, & Composites	06-1101	Rough Carpentry--Materials	$ 7,661,257
		06-2001	Finish Carpentry	$ 496,341
		06-2001	Finish Carpentry - Damaged Drs Allow	$ 1,077
		06-4919	Shutters	$ 29,098
06 Total				$ 8,187,774
07	Thermal & Moisture Protection	07-2101	Insulation	$ 456,337
		07-3001	Roofing	$ 440,180
		07-6101	Trash Encl. Roofing	$ 35,332
		07-7001	Pigeon Proofing	$ 29,140
		07-7233	Roof Access Door	$ 3,986
07 Total				$ 964,974
08	Openings	08-1001	Entry Doors	$ 16,324
		08-1002	Common Doors	$ 197,204
		08-5301	Windows	$ 297,252
		08-8002	Fixed Glass	$ 2,711
		08-8301	Mirrors	$ 40,053
08 Total				$ 553,545
09	Finishes	09-0101	Constr. Prep Labor	$ 10,772
		09-0102	Constr. Prep Mat.	$ 8,357
		09-0103	Clean Up	$ 94,577
		09-0104	Clean Up	$ 27,797
		09-0121	Clean Up-Hauling/Exterior	$ 8,620
		09-2423	Stucco	$ 844,329
		09-2423	Stucco Allowance - Repairs	$ 1,616
		09-2424	Walls---Stucco	$ 9,828
		09-2905	Drywall	$ 1,492,105
		09-3002	Common--Tile	$ 30,559
		09-6001	Floor Coverings	$ 341,063
		09-6401	Common--Wood	$ 49,724
		09-6517	Common--Vinyl	$ 6,235
		09-6520	Hall Flooring	$ 85,612
		09-6520	Hall Flooring- Allowance (Elevator Flr)	$ 1,080
		09-6521	Common--Plank	$ 16,320
		09-6522	Common--VCT Floor	$ 2,870

Decatur & Rome Family Apartments
Construction Schedule of Values

Div	Div Name	New CSI Code	Description	Amount
		09-6566	Common--Rubber Floor	$ 15,177
		09-6802	Common--Carpet	$ 34,258
		09-6803	Hall Runner Install	$ 5,795
		09-6804	Hall Runner Materials	$ 42,948
		09-9101	Painting	$ 409,591
		09-9102	Walls-Painting	$ 9,949
09 Total				$ 3,549,181
10	Specialties	10-1401	Signage	$ 39,593
		10-1404	Site Signage	$ 6,128
		10-1419	Entry---Sign Letters	$ 4,847
		10-2816	Bath Accessories	$ 7,523
		10-4416	Fire Extinguishers	$ 21,413
		10-4417	Site Fire Ext. Mtce	$ 1,077
		10-4418	Site Fire Prot. Mat.	$ 5,386
		10-5523	Mailboxes	$ 29,989
		10-5723	Closet Shelving	$ 34,396
		10-7313	Window Awnings	$ 5,655
10 Total				$ 156,008
11	Equipment	11-3013	Appliances	$ 604,281
		11-6813	Playground Equipment	$ 26,930
11 Total				$ 631,212
12	Furnishings	12-2100	Mini Blinds	$ 66,846
		12-3531	Cabinets	$ 663,927
		12-3535	Cabinet, built-in	$ 15,932
		12-3601	Countertops- Kitchen	$ 436,371
		12-3605	Common Area Countertops	$ 10,988
12 Total				$ 1,194,064
13	Special Construction	13-3401	Carports	$ 365,895
13 Total				$ 365,895
14	Conveying Equipment	14-2400	Elevators	$ 199,283
14 Total				$ 199,283
21	Fire Suppression	21-0600	Fire Sprinkler Design	$ 18,603
		21-1313	Fire Sprinklers	$ 418,936
21 Total				$ 437,539
22	Plumbing	22-1001	Plumbing	$ 2,419,015
22 Total				$ 2,419,015
23	HVAC	23-3001	HVAC	$ 1,603,292
23 Total				$ 1,603,292
26	Electrical	26-1001	Electrical	$ 1,544,978
		26-5001	Electrical Fixtures	$ 155,370
		26-5002	Building Fixtures	$ 27,228
		26-5003	Hall Lighting Fixtures	$ 25,652
26 Total				$ 1,753,227
28	Electronic Safety & Security	28-1001	Security System	$ 119,377
		28-2001	Site Security System	$ 43,971
		28-4601	Monitoring Equipment	$ 217,679
28 Total				$ 381,027
31	Earthwork	31-0121	Construction Water	$ 21,684
		31-0122	Dust Control	$ 15,600
		31-1492	Rock/Dirt Haul off	$ 30,000
		31-2201	Grading	$ 234,051
		31-2216	Fine Grade	$ 11,905
		31-2319	Hard Dig	$ 30,000
		31-2501	Stormwater Pollution Prevention	$ 11,620
31 Total				$ 354,860
32	Exterior Improvements	32-0100	Onsite (Bond) Repair Cost	$ 20,000
		32-0111	Street Clean-Repair	$ 2,291
		32-0506	Sawcut & Removal	$ 4,783
		32-1216	Paving	$ 332,379
		32-1236	Sealcoat	$ 21,919
		32-1401	Pavers	$ 22,787

Decatur & Rome Family Apartments
Construction Schedule of Values

Div	Div Name	New CSI Code	Description	Amount
		32-1613	Curbs-Gutters	$ 36,307
		32-1614	Tack-on Curb	$ 48,008
		32-1623	Concrete - Flatwork	$ 21,276
		32-1700	Street Signs/Striping	$ 27,236
		32-3101	Walls---Iron	$ 44,405
		32-3103	Trash Encl. Iron	$ 7,500
		32-3104	Site Railing	$ 7,000
		32-3105	Dog Run Fence	$ 7,256
		32-3114	Entry Gates	$ 4,600
		32-3120	Temp Fencing	$ 27,161
		32-3201	Walls--Masonry	$ 95,464
		32-3202	Walls---Pilaster caps	$ 30,000
		32-3204	Retaining Walls	$ 20,000
		32-3343	Site Furniture-permanent	$ 7,000
		32-9001	Site Landscaping	$ 1,073,349
		32-3111	Security Gate/System	$ 62,500
		32-3112	Gate---Electrical	$ 5,000
		32-3113	Gate---Transmitters	$ 10,350
32 Total				$ 1,938,571
33	Utilities	33-0171	Power, Water, Gas Bills	$ 33,312
		33-0501	Temp Power	$ 21,093
		33-1001	Water System	$ 564,150
		33-3001	Sewer System	$ 181,465
		33-4116	Sub Drains	$ 9,100
		33-7101	Electric	$ 174,857
		33-7103	Bollards	$ 3,960
33 Total				$ 987,937
48	Electrical Power Generation	48-1413	Solar PV System	$ 168,238
		48-1414	Solar PV Conduit	$ 10,500
48 Total				$ 178,738
CARPORT	CARPORT	26-1001	Carports Electrical	$ 29,354
		26-5001	Carport Electrical Fixtures	$ 5,200
CARPORT Total				$ 34,554
DUMPSTERS	DUMPSTERS	06-0111	Dumpsters---Frame	$ 97,742
DUMPSTERS Total				$ 97,742
FFE	FFE	11-1001	Golf Carts	$ 3,000
		11-2801	Convenience Store Equipment	$ 21,900
		11-6613	Rec. Bldg Exercise Equipment	$ 41,454
		11-8101		$ 15,000
		11-8102	Mtce---Shop Start Up Supplies	$ 5,000
		11-8103	GN Comm Start up Supplies	$ 5,000
		12-5000	Rec. Bldg Furniture	$ 683,953
		12-5483	Rec. Bldg Pool Furniture	$ 60,402
		27-2101	Common Area Internet	$ 900
		27-3202	Rec. Bldg Telephone Systems	$ 2,000
		27-3243	Maintenance---Radios	$ 1,200
FFE Total				$ 839,808
OFFSITE	OFFSITE	10-1454	Street Signs	$ 15,000
		26-5613	Street Lights	$ 20,000
		32-0506	Asphalt sawcut and removal	$ 5,000
		32-1216	Paving	$ 178,949
		32-1613	Curbs-Gutters	$ 17,160
		32-1623	City Sidewalk	$ 31,130
		33-1001	Water System	$ 250,720
		33-3001	Sewer System	$ 24,075
		33-4001	Storm Drains	$ 45,200
		33-7101	Underground Electric	$ 10,000
		34-4116	Traffic Control	$ 15,000
OFFSITE Total				$ 612,234
OTHER SITE	OTHER SITE	03-3102	Trash Enclosure Slab	$ 14,850
		04-2202	Trash Encl. Masonry	$ 33,600

Decatur & Rome Family Apartments
Construction Schedule of Values

Div	Div Name	New CSI Code	Description	Amount
		26-1005	Site Lighting	$ 5,000
		26-5602	Site Lighting Fixtures	$ 5,000
		32-1623	Concrete Flatwork-Multi Fam	$ 94,738
OTHER SITE Total				$ 153,188
POOL AREA	POOL AREA	03-3105	Shower struct---Concrete	$ 2,550
		04-4305	Masonry Veneer - Pool Area	$ 4,496
		06-1107	Shower Structure---Framing	$ 963
		06-1110	BBQ-Framing	$ 2,810
		06-2006	BBQ-Trim	$ 1,031
		09-2428	Stucco---Pool Area	$ 1,000
		09-3007	Shower struct---Trim	$ 4,559
		09-9106	Painting---Pool Area	$ 482
		10-3355	BBQ-Grills	$ 5,600
		12-3609	BBQ Granite	$ 5,610
		13-1113	Pools	$ 93,925
		13-1713	Spas	$ 52,950
		13-3402	Pool Equipment Cover	$ 3,800
		14-4101	Pool Lift	$ 12,000
		22-1003	Plumbing---Pool Area	$ 13,850
		26-1004	Pool Lighting Wiring	$ 17,000
		26-5603	Pool Lighting Fixtures	$ 11,000
		32-1402	Pool Decks	$ 32,102
		32-1625	Pool Fence	$ 9,793
		32-3106	Pool Fence	$ 16,925
		32-3208	Pool Walls	$ 6,813
POOL AREA Total				$ 299,257
49	Field Surveys, Staking	49-0601	Staking	$ 55,548
		49-0602	Re-staking	$ 5,000
		49-0801	Slab Testing (Contractors)	$ 24,010
		49-0802	Grading Testing	$ 95,356
		49-0803	Other Testing	$ 5,014
		49-0807	Masonry Testing (Walls)	$ 29,470
		49-0808	Pavement Testing (Asphalt)	$ 4,595
		49-0950	Third Party Inspections	$ 26,175
		49-0804	Structural Wood Testing	$ 11,730
		49-0805	Steel Construction (SS)	$ 850
49 Total				$ 257,747
50	P&P Bond, Insurance, Sub Bonds	50-0001	Liab. Ins. (Contractors)	$ 196,092
		50-9950	Bonds	$ 275,713
50 Total				$ 471,805
56	Contractor Profit	56-4000	Contractor Fees	$ 1,203,189
		56-5000	Contractor Overhead Fee	$ 603,102
56 Total				$ 1,806,291
Grand Total				$ 33,167,600

Decatur & Rome
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New CSI Code	Extras	CSI Combined	Div	Div Name	Cat	Description	$ Amount	44,384
01-0210		01-0210	01	General Requirements	S	Computer Eqiupment/Consulting	$	85,779
01-0501		01-0501	01	General Requirements	S	Other General Conditions	$	1,025,468
01-3233		01-3233	01	General Requirements	S	Aerial Photos	$	6,050
01-5130		01-5130	01	General Requirements	S	Cell Phones	$	10,681
01-5135		01-5135	01	General Requirements	S	High Speed Internet	$	4,833
01-5205		01-5205	01	General Requirements	S	Temporary Office Expenses	$	3,689
01-5207		01-5207	01	General Requirements	S	Office Supplies	$	10,602
01-5213		01-5213	01	General Requirements	S	Temporary Trailer	$	16,600
01-5214		01-5214	01	General Requirements	S	Temporary Storage Container	$	4,530
01-5410		01-5410	01	General Requirements	S	Temp Equipment	$	10,673
01-5813		01-5813	01	General Requirements	S	Temporary Signs	$	2,298
01-9001		01-9001	01	General Requirements	S	Payroll Allocation	$	25,000
02-3213		02-3213	02	Existing Conditions	S	Potholing	$	3,500
03-3101		03-3101	03	Concrete	S	Concrete Slabs	$	804,864
03-3101	A	03-3101A	03	Concrete	A	Concrete Slabs- Repair Allowance	$	2,693
03-3116		03-3116	03	Concrete	S	Lightweight Concrete	$	362,439
03-5001		03-5001	03	Concrete	S	Deck	$	40,415
04-2201		04-2201	04	Masonry	S	Elevator Shaft	$	56,967
05-1201		05-1201	05	Metals		Structural Steel	$	118,493
05-1202		05-1202	05	Metals	S	Elevator shaft Iron	$	10,374
05-5201		05-5201	05	Metals	S	Stairwell Steps	$	55,132
05-7300		05-7300	05	Metals	S	Iron Railings	$	77,753
06-1101		06-1101	06	Wood, Plastics, & Composites	S	Rough Carpentry--Materials	$	7,661,257
06-2001		06-2001	06	Wood, Plastics, & Composites	S	Finish Carpentry	$	496,341
06-2001	A	06-2001A	06	Wood, Plastics, & Composites	A	Finish Carpentry - Damaged Drs Allow	$	1,077
06-4919		06-4919	06	Wood, Plastics, & Composites	S	Shutters	$	29,098
07-2101		07-2101	07	Thermal & Moisture Protection	S	Insulation	$	456,337
07-3001		07-3001	07	Thermal & Moisture Protection	S	Roofing	$	440,180
07-6101		07-6101	07	Thermal & Moisture Protection	S	Trash Encl. Roofing	$	35,332
07-7001		07-7001	07	Thermal & Moisture Protection		Pigeon Proofing	$	29,140
07-7233		07-7233	07	Thermal & Moisture Protection		Roof Access Door	$	3,986
08-1001		08-1001	08	Openings	S	Entry Doors	$	16,324
08-1002		08-1002	08	Openings	S	Common Doors	$	197,204
08-5301		08-5301	08	Openings	S	Windows	$	297,252
08-8002		08-8002	08	Openings	S	Fixed Glass	$	2,711
08-8301		08-8301	08	Openings	S	Mirrors	$	40,053
09-0101		09-0101	09	Finishes	GC	Constr. Prep Labor	$	10,772
09-0102		09-0102	09	Finishes	GC	Constr. Prep Mat.	$	8,357
09-0103		09-0103	09	Finishes	S	Clean Up	$	94,577
09-0104		09-0104	09	Finishes	S	Clean Up	$	27,797
09-0121		09-0121	09	Finishes	S	Clean Up-Hauling/Exterior	$	8,620
09-2423		09-2423	09	Finishes	S	Stucco	$	844,329
09-2423	A	09-2423A	09	Finishes	A	Stucco Allowance - Repairs	$	1,616
09-2424		09-2424	09	Finishes	S	Walls---Stucco	$	9,828
09-2905		09-2905	09	Finishes	S	Drywall	$	1,492,105
09-3002		09-3002	09	Finishes	S	Common--Tile	$	30,559
09-6001		09-6001	09	Finishes	S	Floor Coverings	$	341,063
09-6401		09-6401	09	Finishes	S	Common--Wood	$	49,724
09-6517		09-6517	09	Finishes	S	Common--Vinyl	$	6,235
09-6520		09-6520	09	Finishes	S	Hall Flooring	$	85,612
09-6520	A	09-6520A	09	Finishes	A	Hall Flooring- Allowance (Elevator Flr)	$	1,080
09-6521		09-6521	09	Finishes	S	Common--Plank	$	16,320
09-6522		09-6522	09	Finishes	S	Common--VCT Floor	$	2,870
09-6566		09-6566	09	Finishes	S	Common--Rubber Floor	$	15,177
09-6802		09-6802	09	Finishes	S	Common--Carpet	$	34,258
09-6803		09-6803	09	Finishes	S	Hall Runner Install	$	5,795
09-6804		09-6804	09	Finishes	S	Hall Runner Materials	$	42,948
09-9101		09-9101	09	Finishes	S	Painting	$	409,591
09-9102		09-9102	09	Finishes	S	Walls-Painting	$	9,949

Decatur & Rome
As of 07/07/21

							$	44,384
New CSI Code	Extras	CSI Combined	Div	Div Name	Cat	Description	Amount	
10-1401		10-1401	10	Specialties	S	Signage	$	39,593
10-1404		10-1404	10	Specialties	S	Site Signage	$	6,128
10-1419		10-1419	10	Specialties	S	Entry---Sign Letters	$	4,847
10-2816		10-2816	10	Specialties	S	Bath Accessories	$	7,523
10-4416		10-4416	10	Specialties	S	Fire Extinguishers	$	21,413
10-4417		10-4417	10	Specialties	GC	Site Fire Ext. Mtce	$	1,077
10-4418		10-4418	10	Specialties	GC	Site Fire Prot. Mat.	$	5,386
10-5523		10-5523	10	Specialties	S	Mailboxes	$	29,989
10-5723		10-5723	10	Specialties	S	Closet Shelving	$	34,396
10-7313		10-7313	10	Specialties	S	Window Awnings	$	5,655
11-3013		11-3013	11	Equipment	S	Appliances	$	604,281
11-6813		11-6813	11	Equipment	S	Playground Equipment	$	26,930
12-2100		12-2100	12	Furnishings	S	Mini Blinds	$	66,846
12-3531		12-3531	12	Furnishings	S	Cabinets	$	663,927
12-3535		12-3535	12	Furnishings	S	Cabinet, built-in	$	15,932
12-3601		12-3601	12	Furnishings	S	Countertops- Kitchen	$	436,371
12-3605		12-3605	12	Furnishings	S	Common Area Countertops	$	10,988
13-3401		13-3401	13	Special Construction	S	Carports	$	365,895
14-2400		14-2400	14	Conveying Equipment	S	Elevators	$	199,283
21-0600		21-0600	21	Fire Suppression	S	Fire Sprinkler Design	$	18,603
21-1313		21-1313	21	Fire Suppression	S	Fire Sprinklers	$	418,936
22-1001		22-1001	22	Plumbing	S	Plumbing	$	2,419,015
23-3001		23-3001	23	HVAC	S	HVAC	$	1,603,292
26-1001		26-1001	26	Electrical	S	Electrical	$	1,544,978
26-5001		26-5001	26	Electrical	S	Electrical Fixtures	$	155,370
26-5002		26-5002	26	Electrical	S	Building Fixtures	$	27,228
26-5003		26-5003	26	Electrical	S	Hall Lighting Fixtures	$	25,652
28-1001		28-1001	28	Electronic Safety & Security	S	Security System	$	119,377
28-2001		28-2001	28	Electronic Safety & Security	GC	Site Security System	$	43,971
28-4601		28-4601	28	Electronic Safety & Security	S	Monitoring Equipment	$	217,679
31-0121		31-0121	31	Earthwork	S	Construction Water	$	21,684
31-0122		31-0122	31	Earthwork	S	Dust Control	$	15,600
31-1492		31-1492	31	Earthwork	HO	Rock/Dirt Hauloff	$	30,000
31-2201		31-2201	31	Earthwork	S	Grading	$	234,051
31-2216		31-2216	31	Earthwork	S	Fine Grade	$	11,905
31-2319		31-2319	31	Earthwork	HD	Hard Dig	$	30,000
31-2501		31-2501	31	Earthwork	S	Stormwater Polution Prevention	$	11,620
32-0100		32-0100	32	Exterior Improvements	S	Onsite (Bond) Repair Cost	$	20,000
32-0111		32-0111	32	Exterior Improvements	S	Street Clean-Repair	$	2,291
32-0506		32-0506	32	Exterior Improvements	S	Sawcut & Removal	$	4,783
32-1216		32-1216	32	Exterior Improvements	S	Paving	$	332,379
32-1236		32-1236	32	Exterior Improvements	S	Sealcoat	$	21,919
32-1401		32-1401	32	Exterior Improvements	S	Pavers	$	22,787
32-1613		32-1613	32	Exterior Improvements	S	Curbs-Gutters	$	36,307
32-1614		32-1614	32	Exterior Improvements	S	Tack-on Curb	$	48,008
32-1623		32-1623	32	Exterior Improvements	S	Concrete - Flatwork	$	21,276
32-1700		32-1700	32	Exterior Improvements	S	Street Signs/Striping	$	27,236
32-3101		32-3101	32	Exterior Improvements	S	Walls---Iron	$	44,405
32-3103		32-3103	32	Exterior Improvements	S	Trash Encl. Iron	$	7,500
32-3104		32-3104	32	Exterior Improvements	S	Site Railing	$	7,000
32-3105		32-3105	32	Exterior Improvements		Dog Run Fence	$	7,256
32-3111		32-3111	32	Exterior Improvements	S	Security Gate/System	$	62,500
32-3112		32-3112	32	Exterior Improvements		Gate---Electrical	$	5,000
32-3113		32-3113	32	Exterior Improvements		Gate---Transmitters	$	10,350
32-3114		32-3114	32	Exterior Improvements	S	Entry Gates	$	4,600
32-3120		32-3120	32	Exterior Improvements	GC	Temp Fencing	$	27,161
32-3201		32-3201	32	Exterior Improvements	S	Walls--Masonry	$	95,464
32-3202		32-3202	32	Exterior Improvements	S	Walls---Pilaster caps	$	30,000
32-3204		32-3204	32	Exterior Improvements	S	Retaining Walls	$	20,000
32-3343		32-3343	32	Exterior Improvements	S	Site Furniture-permanent	$	7,000
32-9001		32-9001	32	Exterior Improvements	S	Site Landscaping	$	1,073,349
33-0171		33-0171	33	Utilities	GC	Power, Water, Gas Bills	$	33,312
33-0501		33-0501	33	Utilities	GC	Temp Power	$	21,093
33-1001		33-1001	33	Utilities	S	Water System	$	564,150
33-3001		33-3001	33	Utilities	S	Sewer System	$	181,465
33-4116		33-4116	33	Utilities	S	Sub Drains	$	9,100
33-7101		33-7101	33	Utilities	S	Electric	$	174,857
33-7103		33-7103	33	Utilities	S	Bollards	$	3,960

Decatur & Rome
As of 07/07/21

New CSI Code	Extras	CSI Combined	Div	Div Name	Cat	Description	$ Amount	44,384
48-1413		48-1413	48	Electrical Power Generation	S	Solar PV System	$	168,238
48-1414		48-1414	48	Electrical Power Generation	S	Solar PV Conduit	$	10,500
49-0601		49-0601	49	Field Surveys, Staking	S	Staking	$	55,548
49-0602		49-0602	49	Field Surveys, Staking	S	Re-staking	$	5,000
49-0801		49-0801	49	Field Surveys, Staking	S	Slab Testing (Contractors)	$	24,010
49-0802		49-0802	49	Field Surveys, Staking	S	Grading Testing	$	95,356
49-0803		49-0803	49	Field Surveys, Staking	S	Other Testing	$	5,014
49-0804		49-0804	49	Field Surveys, Staking	S	Structural Wood Testing	$	11,730
49-0805		49-0805	49	Field Surveys, Staking	S	Steel Construction (SS)	$	850
49-0807		49-0807	49	Field Surveys, Staking	S	Masonry Testing (Walls)	$	29,470
49-0808		49-0808	49	Field Surveys, Staking	S	Pavement Testing (Asphalt)	$	4,595
49-0950		49-0950	49	Field Surveys, Staking	S	Third Party Inspections	$	26,175
50-0001		50-0001	50	P&P Bond, Insurance, Sub Bonds	S	Liab. Ins. (Contractors)	$	196,092
50-9950		50-9950	50	P&P Bond, Insurance, Sub Bonds	S	Bonds	$	275,713
26-1001	CARPORT	26-1001CARPORT	CARPORT	CARPORT	S	Carports Electrical	$	29,354
26-5001	CARPORT	26-5001CARPORT	CARPORT	CARPORT	S	Carport Electrical Fixtures	$	5,200
06-0111	DUMPSTERS	06-0111DUMPSTERS	DUMPSTERS	DUMPSTERS	S	Dumpsters---Frame	$	97,742
11-1001	FFE	11-1001FFE	FFE	FFE	S	Golf Carts	$	3,000
11-2801	FFE	11-2801FFE	FFE	FFE	S	Convenience Store Equipment	$	21,900
11-6613	FFE	11-6613FFE	FFE	FFE	S	Rec. Bldg Exercise Equipment	$	41,454
11-8101	FFE	11-8101FFE	FFE	FFE	S	Maintenance---Shop Equipment	$	15,000
11-8102	FFE	11-8102FFE	FFE	FFE	S	Mtce---Shop Start Up Supplies	$	5,000
11-8103	FFE	11-8103FFE	FFE	FFE	S	GN Comm Start up Supplies	$	5,000
12-5000	FFE	12-5000FFE	FFE	FFE	S	Rec. Bldg Furniture	$	683,953
12-5483	FFE	12-5483FFE	FFE	FFE	S	Rec. Bldg Pool Furniture	$	60,402
27-2101	FFE	27-2101FFE	FFE	FFE	S	Common Area Internet	$	900
27-3202	FFE	27-3202FFE	FFE	FFE	S	Rec. Bldg Telephone Systems	$	2,000
27-3243	FFE	27-3243FFE	FFE	FFE	S	Maintenance---Radios	$	1,200
10-1454	OFFSITE	10-1454OFFSITE	OFFSITE	OFFSITE	A	Street Signs	$	15,000
26-5613	OFFSITE	26-5613OFFSITE	OFFSITE	OFFSITE	A	Street Lights	$	20,000
32-0506	OFFSITE	32-0506OFFSITE	OFFSITE	OFFSITE	A	Asphalt sawcut and removal	$	5,000
32-1216	OFFSITE	32-1216OFFSITE	OFFSITE	OFFSITE	S	Paving	$	178,949
32-1613	OFFSITE	32-1613OFFSITE	OFFSITE	OFFSITE	S	Curbs-Gutters	$	17,160
32-1623	OFFSITE	32-1623OFFSITE	OFFSITE	OFFSITE	S	City Sidewalk	$	31,130
33-1001	OFFSITE	33-1001OFFSITE	OFFSITE	OFFSITE	S	Water System	$	250,720
33-3001	OFFSITE	33-3001OFFSITE	OFFSITE	OFFSITE	S	Sewer System	$	24,075
33-4001	OFFSITE	33-4001OFFSITE	OFFSITE	OFFSITE	S	Storm Drains	$	45,200
33-7101	OFFSITE	33-7101OFFSITE	OFFSITE	OFFSITE	A	Underground Electric	$	10,000
34-4116	OFFSITE	34-4116OFFSITE	OFFSITE	OFFSITE	A	Traffic Control	$	15,000

Decatur & Rome
As of 07/07/21

							$	44,384
New CSI Code	Extras	CSI Combined	Div	Div Name	Cat	Description	Amount	
03-3102	OTHER SITE	03-3102OTHER SITE	OTHER SITE	OTHER SITE	S	Trash Enclosure Slab	$	14,850
04-2202	OTHER SITE	04-2202OTHER SITE	OTHER SITE	OTHER SITE	S	Trash Encl. Masonry	$	33,600
26-1005	OTHER SITE	26-1005OTHER SITE	OTHER SITE	OTHER SITE	S	Site Lighting	$	5,000
26-5602	OTHER SITE	26-5602OTHER SITE	OTHER SITE	OTHER SITE	S	Site Lighting Fixtures	$	5,000
32-1623	OTHER SITE	32-1623OTHER SITE	OTHER SITE	OTHER SITE	S	Concrete Flatwork-Multi Fam	$	94,738
03-3105	POOL AREA	03-3105POOL AREA	POOL AREA	POOL AREA	S	Shower struct---Concrete	$	2,550
04-4305	POOL AREA	04-4305POOL AREA	POOL AREA	POOL AREA	S	Masonry Veneer - Pool Area	$	4,496
06-1107	POOL AREA	06-1107POOL AREA	POOL AREA	POOL AREA	S	Shower Structure---Framing	$	963
06-1110	POOL AREA	06-1110POOL AREA	POOL AREA	POOL AREA	S	BBQ-Framing	$	2,810
06-2006	POOL AREA	06-2006POOL AREA	POOL AREA	POOL AREA	S	BBQ-Trim	$	1,031
09-2428	POOL AREA	09-2428POOL AREA	POOL AREA	POOL AREA	S	Stucco---Pool Area	$	1,000
09-3007	POOL AREA	09-3007POOL AREA	POOL AREA	POOL AREA	S	Shower struct---Trim	$	4,559
09-9106	POOL AREA	09-9106POOL AREA	POOL AREA	POOL AREA	S	Painting---Pool Area	$	482
10-3355	POOL AREA	10-3355POOL AREA	POOL AREA	POOL AREA	S	BBQ-Grills	$	5,600
12-3609	POOL AREA	12-3609POOL AREA	POOL AREA	POOL AREA	S	BBQ Granite	$	5,610
13-1113	POOL AREA	13-1113POOL AREA	POOL AREA	POOL AREA	S	Pools	$	93,925
13-1713	POOL AREA	13-1713POOL AREA	POOL AREA	POOL AREA	S	Spas	$	52,950
13-3402	POOL AREA	13-3402POOL AREA	POOL AREA	POOL AREA	S	Pool Equipment Cover	$	3,800
14-4101	POOL AREA	14-4101POOL AREA	POOL AREA	POOL AREA	S	Pool Lift	$	12,000
22-1003	POOL AREA	22-1003POOL AREA	POOL AREA	POOL AREA	S	Plumbing---Pool Area	$	13,850
26-1004	POOL AREA	26-1004POOL AREA	POOL AREA	POOL AREA	S	Pool Lighting Wiring	$	17,000
26-5603	POOL AREA	26-5603POOL AREA	POOL AREA	POOL AREA	S	Pool Lighting Fixtures	$	11,000
32-1402	POOL AREA	32-1402POOL AREA	POOL AREA	POOL AREA	S	Pool Decks	$	32,102
32-1625	POOL AREA	32-1625POOL AREA	POOL AREA	POOL AREA	S	Pool Fence	$	9,793
32-3106	POOL AREA	32-3106POOL AREA	POOL AREA	POOL AREA	S	Pool Fence	$	16,925
32-3208	POOL AREA	32-3208POOL AREA	POOL AREA	POOL AREA	S	Pool Walls	$	6,813
56-4000		56-4000	56	Contractor Profit	S	Contractor Fees	$	1,203,189
56-5000		56-5000	56	Contractor Profit	S	Contractor Overhead Fee	$	603,102
							$	33,167,600

Bold, Green Highlight Cells Denote USER INPUT
Bold, Yellow Highlight Cells Denote USER INPUT OVERRIDES
White Cells Denote CALCULATED RESULTS

Inputs Related to Property		**Notes/Instructions**
Property Name	**6635 N Decatur Blvd (Decatur/Rome)**	*Enter the 'marketing name' of the proposed property*
Total Rental Units	276	*Input unit mix on 'Rents and Unit Mix' Worksheet*
Manager's Unit / Other Non-Revenue Units	**0**	*Enter number of non-revenue units; otherwise enter '0'*
Total Units in Development	276	
Proposed 1st Mortgage Lender Name	**Citi Community Capital**	
Proposed 1st Mortgage Loan Type	**Conventional**	
First Deed of Trust Loan Payment	**1,167,876.00**	*Estimate used in Proforma*
Term (Years)	**18**	
Loan Amortization (Years)	**-40**	
Interest Rate	**4.80%**	
Proposed Must-Pay 2nd Mortgage Lender Name		
Proposed Must-Pay 2nd Mortgage Loan Type		
Second Deed of Trust Loan Payment		*Estimate used in Proforma*
Term (Years)		
Loan Amortization (Years)		
Interest Rate		
Inputs Related to Property Type		
Acquisition/Rehab or New Construction?	**New Construction**	
Elevator?	**Yes**	
Elderly, Family or Mixed Tenancy?	**Family**	
Inputs Related to Inflation and Trending		
Projected Operating Expense Inflation Rate (default 3.0%)	**3.00%**	
Projected Rent Inflation Rate (default 2.0%)	**2.00%**	
Projected Other Income Inflation Rate (default 2.0%)	**2.00%**	
First Full Operating Year for Proforma	**2026**	*The first full year of operating revenue and expenses*
Rent Loss Undewriting		
Annual Vacancy Loss for Rental Units	**5.00%**	*Default assumption*
Annual Collections Loss for Rental Units	**2.00%**	*Default assumption*
Per Unit Per Year Replacement Reserve Deposit		
Annual/Unit Required Replacement Reserve Deposit	**$300**	*User has overridden $250 RR underwriting*
Property Tax Exemption		
Estimated Property Tax exemption the Development will receive	**$186,300**	

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Total Rental Units 276

276 Total Units in Development

Unit Type	# of Units	Utility Allowances	Market Rent	Low HOME	High HOME
0BR	38	$46	$900	$656	$728
1BR	112	$46	$1,150	$703	$877
2BR	78	$54	$1,350	$843	$1,076
3BR	48	$61	$1,650	$975	$1,234
4BR	0	$0	$1,977	$1,087	$1,356

Number of Units	Max Rent Basis	--- Unit Mix Table --- 0BR	1BR	2BR	3BR	4BR	%
0	Market Rents						0%
0	30% AMI						0%
0	40% AMI						0%
176	49% AMI	14	76	53	33		63.8%
100	59% AMI	24	36	25	15		36.2%
0	80% AMI						0%
0							0%
0							0%
276	*Number*	*38*	*112*	*78*	*48*	*0*	
	Percentage	*13.8%*	*40.6%*	*28.3%*	*17.4%*	*0%*	100%

Zero-Bedroom Units - Rent

# 0BR Units	Rent Basis	Net Rent	Total Effective
0	Market Rents	$900	$0
0	30% AMI		$0
0	40% AMI		$0
14	49% AMI	$628.00	$8,792
24	59% AMI	$766.00	$18,384
0	80% AMI		$0
0	Custom: 0% AMI		$0
0	Custom: 0% AMI		$0
		Sub-total	$27,176

One-Bedroom Units - Rent

# 1BR Units	Rent Basis	Net Rent	Total Effective
0	Market Rents	$1,150	$0
0	30% AMI		$0
0	40% AMI		$0
76	49% AMI	677	$51,452
36	59% AMI	824	$29,664
0	80% AMI		$0
0	Custom: 0% AMI		$0
0	Custom: 0% AMI		$0
		Sub-total	$81,116

Two-Bedroom Units - Rent

# 2BR Units	Rent Basis	Net Rent	Total Effective
0	Market Rents	$1,350	$0
0	30% AMI		$0
0	40% AMI		$0
53	49% AMI	814	$43,142
25	59% AMI	991	$24,775
0	80% AMI		$0
0	Custom: 0% AMI		$0
0	Custom: 0% AMI		$0
		Sub-total	$67,917

Three-Bedroom Units - Rent

# 3BR Units	Rent Basis	Net Rent	Total Effective
0	Market Rents	$1,650	$0
0	30% AMI		$0
0	40% AMI		$0
33	49% AMI	941	$31,053
15	59% AMI	1146	$17,190
0	80% AMI		$0
0	Custom: 0% AMI		$0
0	Custom: 0% AMI		$0
		Sub-total	$48,243

Four-Bedroom Units - Rent

#4BR Units	Rent Basis	Net Rent	Total Effective
0	Market Rents	$1,977	$0
0	30% AMI		$0
0	40% AMI		$0
0	50% AMI		$0
0	60% AMI		$0
0	80% AMI		$0
0	Custom: 0% AMI		$0
0	Custom: 0% AMI		$0
		Sub-total	$0

Total Rental Income	$224,452	Effective Gross	$2,693,424

Utility	*Select Source*	0BR	1BR	2BR	3BR	4BR	*Source of Utility*
Heating	electric	4.00	4.00	5.00	6.00		
Cooking	electric	4.00	4.00	4.00	5.00		
Other Electric		19.00	19.00	23.00	25.00		
Refrigerator							
Range							
Air Conditioning		7.00	7.00	9.00	11.00		
Evaporative Cooler							
Water Heater	electric	4.00	4.00	5.00	6.00		
Water							
Sewer	Las Vegas/Henderson						
Trash Collection							
Flat Fees							
Other		8.00	8.00	8.00	8.00		
Total		46.00	46.00	54.00	61.00	0.00	

Total Rental Units 276 276 Total Units in Development

Estimate of Operating Expenses	Amounts Proposed by Developer / Sponsor Annual	Per Unit	Per Unit Per Month	Comment
Other Income				
Interest income available for ops		$0	$0	
Laundry, Parking/Facilities Income	$29,808	$108	$9	
NSF/Late Fee Income		$0	$0	
Tenant Damage Charges		$0	$0	
Grants for Service Costs		$0	$0	
Non-residential Rental Income (net of vacancy and collections loss)		$0	$0	
Other Income	$39,744	$144	$12	
Total Other Income	$69,552	$252	$21	
General & Administrative Expenses				
Advertising-	$14,372	$52	$4	
Other Admin. Exps.-		$0	$0	
Postage &Office Supplies-	$1,777	$6	$1	
Management Fee-	$115,631	$419	$35	
Legal Expenses (Project)-	$7,209	$26	$2	
Auditing Exps. (Project)-	$7,695	$28	$2	
Bookkeeping Fees/Acct. Services-		$0	$0	
Telephone & Answ. Ser.-	$6,939	$25	$2	
Employee Training-		$0	$0	
Miscellaneous Admin. Exps-	$30,553	$111	$9	
Monitoring Fees	$12,420	$45	$4	
Total General & Administrative Expenses	$196,596	$712	$59	

Total Rental Units 276 276 Total Units in Development

Estimate of Operating Expenses	Amounts Proposed by Developer / Sponsor Annual	Per Unit	Per Unit Per Month	Comment
Payroll, Payroll Tax & Employee Benefits				
Management & Office Payroll-	$85,629	$310	$26	
Maintenance Payroll-	$64,539	$234	$19	
Repairs Payroll (all O&M on payroll)-		$0	$0	
Payroll Taxes (FICA)-	$15,324	$56	$5	
Health Ins. & Other Emp.Benefits-	$24,890	$90	$8	
Other (describe)	$14,049	$51	$4	Commissions and Bonuses
Other (describe)		$0	$0	
Total Payroll, Payroll Tax & Employee Benefits	$204,431	$741	$62	
Utilities				
Natural Gas-	$36,796	$133	$11	
Electricity -	$21,188	$77	$6	
Water-	$70,639	$256	$21	
Gas-		$0	$0	
Sewer-	$30,539	$111	$9	
Other Utils-		$0	$0	
Total Utility Exps	$159,162	$577	$48	
Repairs and Maintenance Expenses				
Exterminating-	$2,809	$10	$1	
Garbage & Trash Removal-	$61,305	$222	$19	
Security Contract-	$11,819	$43	$4	
Grounds Contract-	$60,280	$218	$18	
Pool-	$3,610	$13	$1	
Repairs Material-	$50,299	$182	$15	
Repairs Contract-	$31,974	$116	$10	
HVAC R & M-	$8,638	$31	$3	
Decorating Payroll/Contract-	$114,555	$415	$35	
Decorating Supplies-		$0	$0	
Other Expenses-	$143,708	$521	$43	
Misc. O & M Expenses-		$0	$0	
Total Repairs and Maintenance Expenses	$488,997	$1,772	$148	
Taxes & Insurance				
Misc. Taxes, Licenses, & Permits-	$2,600	$9	$1	
Property & Liability Insurance-	$31,417	$114	$9	
Fidelity Bond Insurance-		$0	$0	
Workmen's Compensation-		$0	$0	
Annual Property Taxes-		$0	$0	
Other Taxes-		$0	$0	
Other Insurance-		$0	$0	
Total Taxes and Insurance	$34,018	$123	$10	
Total Expenses	$1,083,204	$3,925	$327	

Total Rental Units 276

276 Total Units in Development

Line	PERMANENT Sources (do not list construction / bridge loan(s))	$ Amount	% of TOTAL	% of CATEGORY	$ Per Unit	ADDITIONAL COMMENTS
1	1st Mortgage Hard Debt	$ 20,750,000.00	40.7%	40.7%	$ 75,181	
2	2nd Mortgage Hard Debt		0.0%	0.0%	$ -	
3	Tax Credit Equity	$ 19,232,333.00	37.7%	37.7%	$ 69,682	
4	Deferred Developer Fee	$ 4,702,650.00	9.2%	9.2%	$ 17,039	*Deferral equals 70.72% of Total Developer Fee*
5	Owner/GP Cash	$ 1,500,000.00	2.9%	2.9%	$ 5,435	
6	**FHLBSF AHP/ County HOME/HTF**	$ 1,800,000.00	3.5%	3.5%	$ 6,522	
7	**NHD GAHP**	$ 3,000,000.00	5.9%	5.9%	$ 10,870	
8	**Other Source 3 (Specify)**		0.0%	0.0%	$ -	
9	**Other Source 4 (Specify)**		0.0%	0.0%	$ -	
10	**Other Source 5 (Specify)**		0.0%	0.0%	$ -	
11	**Other Source 6 (Specify)**		0.0%	0.0%	$ -	
12		$ 50,984,983.00	100%	100%	$ 184,728	
13						
14						
15						
16						

Line	USES	$ Amount	% of TOTAL	% of CATEGORY	$ Per Unit	ADDITIONAL COMMENTS
17						
18	**ACQUISITION COSTS**					
19	Acquistion Land		0.0%	0.0%	$ -	
20	Acquistion Buildings		0.0%	0.0%	$ -	
21	Acquisition Other		0.0%	0.0%	$ -	
22	**TOTAL ACQUISITION COSTS**	$ -	0%	0%	$ -	
23						
24	**CONSTRUCTION COSTS**					
25	Hard Costs: Site Improvements	$ 5,041,607.00	9.9%	14.5%	$ 18,267	
26	Hard Costs: Construction	$ 22,560,030.00	44.2%	64.8%	$ 81,739	
27	Hard Costs: Contingency	$ 1,658,380.00	3.3%	4.8%	$ 6,009	*Contingency equals 6.01% of Hard Costs*
28	Bond/Insurance/Testing	$ 453,839.00	0.9%	1.3%	$ 1,644	
29	Common Space FF&E	$ 839,808.00	1.6%	2.4%	$ 3,043	
30	Appliance, Flooring & Blinds	$ 1,259,821.00	2.5%	3.6%	$ 4,565	
31	Builders Profit (BP)	$ 1,203,189.00	2.4%	3.5%	$ 4,359	*BP Equals 4.11% of Hard Costs (incl. contingency)*
32	General Requirements (GR)	$ 1,206,204.00	2.4%	3.5%	$ 4,370	*GR Equals 4.12% of Hard Costs (incl. contingency)*
33	General Overhead (GO)	$ 603,102.00	1.2%	1.7%	$ 2,185	*GO Equals 2.06% of Hard Costs (incl. contingency)*
34	Subtotal BP+GR+GO	$ 3,012,495.00	5.9%	8.7%	$ 10,915	*Contrator Loading Equals 10.30% of Hard Costs (incl. contingcy.)*
35	**TOTAL CONSTRUCTION COSTS**	$ 34,825,980.00	68%	100%	$ 126,181	
36	*Of the total of $34,825,980, $29,260,017 or 84% is directly attibutable to Hard Costs, while $5,565,963 is attributable to other costs and contractor loading.*					

37	**TRANSACTION COSTS**						
38	Accounting Fees: Cost Certification Audit Fee	$	174,254.00	0.3%	1.9%	$ 631	
39	Accounting Fees: General			0.0%	0.0%	$ -	
40	Application and Tax Credit Fees	$	200,987.00	0.4%	2.2%	$ 728	
41	Architect	$	1,273,616.00	2.5%	14.2%	$ 4,615	
42	Bond Issuance			0.0%	0.0%	$ -	
43	Builders' Risk			0.0%	0.0%	$ -	
44	Building Permit Fees & Local Fees	$	2,514,469.00	4.9%	28.1%	$ 9,110	
45	Construction Loan: 3rd Party Reports/Inspect			0.0%	0.0%	$ -	
46	Construction Loan: Financing Fee	$	333,750.00	0.7%	3.7%	$ 1,209	
47	Construction Loan: Interest During Construction	$	2,081,122.00	4.1%	23.3%	$ 7,540	
48	Construction Loan: Lender's Attorney Fee			0.0%	0.0%	$ -	
49	Construction Loan: Origination Fee			0.0%	0.0%	$ -	
50	Construction Period: CoC Ins, Pre-Dev Int, Gd Svc,	$	600,634.00	1.2%	6.7%	$ 2,176	
51	Construction Period: Taxes	$	43,370.00	0.1%	0.5%	$ 157	
52	Consulting Fees (not payable through dev fee)	$	60,660.00	0.1%	0.7%	$ 220	
53	Engineer			0.0%	0.0%	$ -	
54	Environmental Study			0.0%	0.0%	$ -	
55	Furniture, Fixtures and Equipment			0.0%	0.0%	$ -	
56	Legal: Owner Attorney/Borrower (EB)	$	95,000.00	0.2%	1.1%	$ 344	
57	Legal: Owner Attorney/Borrower Legal (Not EB)	$	74,624.00	0.1%	0.8%	$ 270	*These are legal fees which are not basis-eligible*
58	Market Study / Appraisal			0.0%	0.0%	$ -	
59	Marketing and Leasing	$	204,000.00	0.4%	2.3%	$ 739	
60	Miscellaneous / Other (Basis Eligible)			0.0%	0.0%	$ -	
61	Miscellaneous / Other (NOT Basis Eligible)			0.0%	0.0%	$ -	*These are miscellaneous fees which are not basis-eligible*
62	Partnership Legal and Organizational			0.0%	0.0%	$ -	
63	Permanent Loan: 3rd Party Reports			0.0%	0.0%	$ -	
64	Permanent Loan: Financing Fee	$	193,750.00	0.4%	2.2%	$ 702	
65	Permanent Loan: Lender's Attorney Fee			0.0%	0.0%	$ -	
66	Permanent Loan: Origination Fee			0.0%	0.0%	$ -	
67	Survey			0.0%	0.0%	$ -	
68	Title and Recording	$	281,888.00	0.6%	3.1%	$ 1,021	
69	**Appraisal and Third Party Reports**	$	92,250.00	0.2%	1.0%	$ 334	
70	**Capitalized Trustee and Issuer I**	$	55,000.00	0.1%	0.6%	$ 199	
71	**Cost of Issuance**	$	259,326.00	0.5%	2.9%	$ 940	
72	**Soft Cost Contingency**	$	410,303.00	0.8%	4.6%	$ 1,487	
73	**Other Transaction Cost 5 (Specify)**			0.0%	0.0%	$ -	
74	**Other Transaction Cost 6 (Specify)**			0.0%	0.0%	$ -	
75	**Other Transaction Cost 7 (Specify)**			0.0%	0.0%	$ -	
76	**Other Transaction Cost 8 (Specify)**			0.0%	0.0%	$ -	
77	**Other Transaction Cost 9 (Specify)**			0.0%	0.0%	$ -	
78	**Other Transaction Cost 10 (Specify)**			0.0%	0.0%	$ -	
79	**Other Transaction Cost 11 (Specify)**			0.0%	0.0%	$ -	
80	**Other Transaction Cost 12 (Specify)**			0.0%	0.0%	$ -	
81	**Other Transaction Cost 13 (Specify)**			0.0%	0.0%	$ -	
82	**TOTAL TRANSACTION COSTS**	$	8,949,003.00	**18%**	**100%**	**$ 32,424**	
83							
84	**ESCROW ACCOUNTS**						
85	Initial Deposit to Reserve for Replacements			0.0%	0.0%	$ -	
86	Property Tax Escrow			0.0%	0.0%	$ -	
87	Hazard Insurance Escrow			0.0%	0.0%	$ -	
88	Debt Service Reserve			0.0%	0.0%	$ -	
89	Operating Reserve/Working Capital	$	560,000.00	1.1%	100.0%	$ 2,029	
90	Lease-Up Reserve			0.0%	0.0%	$ -	
91	**Other Escrow 1 (Specify)**			0.0%	0.0%	$ -	
92	**Other Escrow 2 (Specify)**			0.0%	0.0%	$ -	
93	**Other Escrow 3 (Specify)**			0.0%	0.0%	$ -	
94	**TOTAL ESCROW ACCOUNTS**	$	560,000.00	**1%**	**100%**	**$ 2,029**	
95							
96	**GROSS DEVELOPER FEE**						
97	Total Gross Developer Fee	$	6,650,000.00	13.0%	100.0%	$ 24,094	*Equals 13.04% of total uses excluding developer fee*
98	**TOTAL GROSS DEVELOPER FEE**	$	6,650,000.00	**13%**	**100%**	**$ 24,094**	
99							
100	**TOTAL USES**	$	50,984,983.00	**100%**	**100%**	**$ 184,728**	

Total Rental Units 276 **276 Total Units in Development**

Operating Cash Flow Projection	Assumptions / Trends	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Year 7 2032	Year 8 2033	Year 9 2034
Cash Flow Projection										
Total Gross Potential Rent (Proposed Unit Mix/Rents)	2.00%	2,693,424.00	2,747,292.48	2,802,238.33	2,858,283.10	2,915,448.76	2,973,757.73	3,033,232.89	3,093,897.55	3,155,775.50
Other Income	2.00%	69,552.00	70,943.04	72,361.90	73,809.14	75,285.32	76,791.03	78,326.85	79,893.39	81,491.25
Estimated property Tax exemption	3.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Allowance for Multifamily Rent Loss	5.00%	(134,671)	(137,365)	(140,112)	(142,914)	(145,772)	(148,688)	(151,662)	(154,695)	(157,789)
Allowance for Multifamily Bad Debt	2.00%	(53,868)	(54,946)	(56,045)	(57,166)	(58,309)	(59,475)	(60,665)	(61,878)	(63,116)
Effective Gross Income		$2,574,437	$2,625,925	$2,678,443	$2,732,012	$2,786,653	$2,842,386	$2,899,233	$2,957,218	$3,016,362
Operating Expenses	3.00%	(1,083,204)	(1,115,700)	(1,149,171)	(1,183,646)	(1,219,155)	(1,255,730)	(1,293,402)	(1,332,204)	(1,372,170)
Proposed Reserve Deposit	$82,800	(85,284)	(87,843)	(90,478)	(93,192)	(95,988)	(98,868)	(101,834)	(104,889)	(108,035)
Net Operating Income		$1,405,949	$1,422,382	$1,438,795	$1,455,174	$1,471,510	$1,487,788	$1,503,997	$1,520,125	$1,536,156
First Deed of Trust Loan Payment	1,167,876	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)
Second Deed of Trust Loan Payment	0	0	0	0	0	0	0	0	0	0
Other Annual Required Payment	0	0	0	0	0	0	0	0	0	0
Other Annual Required Payment	0	0	0	0	0	0	0	0	0	0
Total Mortgages P&I	($1,167,876.00)									
Operating Cash Flow		$238,073	$254,506	$270,919	$287,298	$303,634	$319,912	$336,121	$352,249	$368,280
Debt Service Coverage		(1.20)	(1.22)	(1.23)	(1.25)	(1.26)	(1.27)	(1.29)	(1.30)	(1.32)
(1.46) minimum DSCR yrs 1-20										
Operating Expense Cushion		22.0%	22.8%	23.6%	24.3%	24.9%	25.5%	26.0%	26.4%	26.8%
22.0% minimum Cushion yrs 1-20										
Cash Distribution Projection										
Operating Cash Flow		$238,073	$254,506	$270,919	$287,298	$303,634	$319,912	$336,121	$352,249	$368,280
$0 Priority Cash Flow Dollars		$0	$0	$0	$0	$0	$0	$0	$0	$0
0.0% Priority Cash Flow (Percentage)		$0	$0	$0	$0	$0	$0	$0	$0	$0
Projected Distributable		$238,073	$254,506	$270,919	$287,298	$303,634	$319,912	$336,121	$352,249	$368,280
100.0% Deferred Developer Fee	4702650.00	$238,073	$254,506	$270,919	$287,298	$303,634	$319,912	$336,121	$352,249	$368,280
0.0% NHD GAHP Loan (75% of CF after DDF)		$0	$0	$0	$0	$0	$0	$0	$0	$0
Owner (25% of CF after DDF)										
	remaining ddf	$4,464,577	$4,210,071	$3,939,152	$3,651,854	$3,348,220	$3,028,308	$2,692,187	$2,339,938	$1,971,657

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Total Rental Units 276

Operating Cash Flow Projection	Assumptions / Trends	Year 10 2035
Cash Flow Projection		
Total Gross Potential Rent (Proposed Unit Mix/Rents)	2.00%	3,218,891.01
Other Income	2.00%	83,121.08
Estimated property Tax exemption	3.00%	0.00
Allowance for Multifamily Rent Loss	5.00%	(160,945)
Allowance for Multifamily Bad Debt	2.00%	(64,378)
Effective Gross Income		$3,076,689
Operating Expenses	3.00%	(1,413,335)
Proposed Reserve Deposit	$82,800	(111,276)
Net Operating Income		$1,552,078
First Deed of Trust Loan Payment	1,167,876	(1,167,876)
Second Deed of Trust Loan Payment	0	0
Other Annual Required Payment	0	0
Other Annual Required Payment	0	0
Total Mortgages P&I	($1,167,876.00)	
Operating Cash Flow		$384,202
Debt Service Coverage		(1.33)
(1.46) minimum DSCR yrs 1-20		
Operating Expense Cushion		27.2%
22.0% minimum Cushion yrs 1-20		

Cash Distribution Projection

Operating Cash Flow			$384,202
$0	Priority Cash Flow Dollars		$0
0.0%	Priority Cash Flow (Percentage)		$0
Projected Distributable			$384,202
100.0%	Deferred Developer Fee	4702650.00	$384,202
0.0%	NHD GAHP Loan (75% of CF after DDF)		$0
	Owner (25% of CF after DDF)		
		remaining ddf	$1,587,456

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Total Rental Units 276

Operating Cash Flow Projection	Assumptions / Trends	Year 11 2036	Year 12 2037	Year 13 2038	Year 14 2039	Year 15 2040	Year 16 2041	Year 17 2042	Year 18 2043	Year 19 2044
Cash Flow Projection										
Total Gross Potential Rent (Proposed Unit Mix/Rents)	2.00%	3,283,268.83	3,348,934.20	3,415,912.89	3,484,231.15	3,553,915.77	3,624,994.08	3,697,493.96	3,771,443.84	3,846,872.72
Other Income	2.00%	84,783.50	86,479.17	88,208.75	89,972.93	91,772.39	93,607.83	95,479.99	97,389.59	99,337.38
Estimated property Tax exemption	3.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Allowance for Multifamily Rent Loss	5.00%	(164,163)	(167,447)	(170,796)	(174,212)	(177,696)	(181,250)	(184,875)	(188,572)	(192,344)
Allowance for Multifamily Bad Debt	2.00%	(65,665)	(66,979)	(68,318)	(69,685)	(71,078)	(72,500)	(73,950)	(75,429)	(76,937)
Effective Gross Income		$3,138,224	$3,200,987	$3,265,008	$3,330,307	$3,396,914	$3,464,852	$3,534,149	$3,604,832	$3,676,929
Operating Expenses	3.00%	(1,455,735)	(1,499,407)	(1,544,390)	(1,590,721)	(1,638,443)	(1,687,596)	(1,738,224)	(1,790,371)	(1,844,082)
Proposed Reserve Deposit	$82,800	(114,615)	(118,053)	(121,595)	(125,242)	(129,000)	(132,870)	(136,856)	(140,961)	(145,190)
Net Operating Income		$1,567,874	$1,583,527	$1,599,023	$1,614,343	$1,629,472	$1,644,386	$1,659,069	$1,673,500	$1,687,657
First Deed of Trust Loan Payment	1,167,876	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)	(1,167,876)
Second Deed of Trust Loan Payment	0	0	0	0	0	0	0	0	0	0
Other Annual Required Payment	0	0	0	0	0	0	0	0	0	0
Other Annual Required Payment	0	0	0	0	0	0	0	0	0	0
Total Mortgages P&I	($1,167,876.00)									
Operating Cash Flow		$399,998	$415,651	$431,147	$446,467	$461,596	$476,510	$491,193	$505,624	$519,781
Debt Service Coverage		(1.34)	(1.36)	(1.37)	(1.38)	(1.40)	(1.41)	(1.42)	(1.43)	(1.45)
(1.46) minimum DSCR yrs 1-20										
Operating Expense Cushion		27.5%	27.7%	27.9%	28.1%	28.2%	28.2%	28.3%	28.2%	28.2%
22.0% minimum Cushion yrs 1-20										
Cash Distribution Projection										
Operating Cash Flow		$399,998	$415,651	$431,147	$446,467	$461,596	$476,510	$491,193	$505,624	$519,781
$0 Priority Cash Flow Dollars		$0	$0	$0	$0	$0	$0	$0	$0	$0
0.0% Priority Cash Flow (Percentage)		$0	$0	$0	$0	$0	$0	$0	$0	$0
Projected Distributable		$399,998	$415,651	$431,147	$446,467	$461,596	$476,510	$491,193	$505,624	$519,781
100.0% Deferred Developer Fee	4702650.00	$399,998	$415,651	$431,147	$340,659	$0	($0)	$0	$0	$0
0.0% NHD GAHP Loan (75% of CF after DDF)		$0	$0	$0	$79,356	$346,197	$357,383	$368,395	$379,218	$389,836
Owner (25% of CF after DDF)					$26,452	$115,399	$119,128	$122,798	$126,406	$129,945
	remaining ddf	$1,187,457	$771,806	$340,659	($0)	($0)				

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Total Rental Units 276

Operating Cash Flow Projection	Assumptions / Trends	Year 20 2045
Cash Flow Projection		
Total Gross Potential Rent (Proposed Unit Mix/Rents)	2.00%	3,923,810.18
Other Income	2.00%	101,324.13
Estimated property Tax exemption	3.00%	0.00
Allowance for Multifamily Rent Loss	5.00%	(196,191)
Allowance for Multifamily Bad Debt	2.00%	(78,476)
Effective Gross Income		$3,750,467
Operating Expenses	3.00%	(1,899,404)
Proposed Reserve Deposit	$82,800	(149,546)
Net Operating Income		$1,701,517
First Deed of Trust Loan Payment	1,167,876	(1,167,876)
Second Deed of Trust Loan Payment	0	0
Other Annual Required Payment	0	0
Other Annual Required Payment	0	0
Total Mortgages P&I	($1,167,876.00)	
Operating Cash Flow		$533,641
Debt Service Coverage		(1.46)
(1.46) minimum DSCR yrs 1-20		
Operating Expense Cushion		28.1%
22.0% minimum Cushion yrs 1-20		

Cash Distribution Projection

Operating Cash Flow			$533,641
$0	Priority Cash Flow Dollars		$0
0.0%	Priority Cash Flow (Percentage)		$0
Projected Distributable			$533,641
100.0%	Deferred Developer Fee	4702650.00	$0
0.0%	NHD GAHP Loan (75% of CF after DDF)		$400,231
	Owner (25% of CF after DDF)		$133,410
		remaining ddf	

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EXHIBIT "F"

SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver three exact copies of this Agreement. Developer delivers Good Faith Deposit to City. [6.7]	Developer prior to City Council agenda; City after approval by City Council.
Open escrow at a title company within Five (5) Business Days of both Parties executing the Agreement. [9.1]	First American Title Insurance Company Attention: Brenda Burns Sr. Escrow Officer 2500 N. Buffalo Drive, Suite 150 Las Vegas, Nevada 89128 (702) 251-5167 (Direct) (702) 938-1875 (Direct Fax) Email: Bburns@Firstam.Com
Delivery to and approval of Preliminary Title Report by Developer: [11]	Escrow to deliver a Preliminary Title Report or Title Commitment (PTR) to Developer within 5 calendar days of opening Escrow. Developer shall approve the PTR or issue a title objection letter within ten (10) calendar days of receipt of the PTR and ALTA Survey. Developer to deliver an ALTA Survey within sixty (60) calendar days of receipt of PTR.
Expiration of Feasibility Review Period: [14]	One hundred twenty (120) calendar days from Effective Date.
The Developer shall submit to the City for approval a set of basic concept drawings: [6.2]	Not later than ninety (90) calendar days from the Effective Date.
Submission to City by Developer of all land use entitlement applications pursuant to the City's uniform development code through City Planning Department. [6.2]	Not later than ninety (90) calendar days after the Effective Date.
Submission of Developer's evidence of financing for each phase of the Project pursuant to Section 6.6:	No later than thirty (30) calendar days prior to Close of Escrow.

Submittal and approval of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plans. [10.2]	Prior to Close of Escrow.
Issuance of City and other governmental permits or permit-ready letter/Required Approvals necessary to commence construction.	Prior to start of construction and Close of Escrow.
Submission - Certificates of Insurance.	To be held on file by City, prior to Site entry.
Deposit for City Employment Plan Purchase Price and all closing costs (by Developer.) Real Property Transfer Tax Costs of ALTA Standard and Extended Coverage title insurance policies. Reimbursement of Appraisal Costs to City of Las Vegas [9.2]	No later than One (1) Business Day prior to Closing per 9.2 Developer's Escrow Deposits.
Developer to submit status reports regarding development updates. [6.5]	Status reports shall be due subsequent to City Council approval of the Development Agreement.

Execution of and delivery to Escrow of: • Project DSLURS • ALTA Survey [9.2]	No later than Two (2) Business Days prior to Closing per 9.2 Developer's Escrow Deposits.
Escrow closing and conveyance of Property: [10.1]	Close of escrow: Not to exceed 24 months from Effective Date of Agreement.
The Developer shall commence construction, which shall mean pulling grading permit and grading the Site determined by an inspection completed by the City's building official, or by his designee: [6.2]	Within thirty (30) days after Close of Escrow.
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City. [6.2]	Not later than twenty-four (24) calendar months following commencement of construction.

Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion. [21]	Not later than thirty (30) calendar days following construction.

EXHIBIT "G"

PROJECT DSLURS

APN: 125-24-701-041

RECORDING REQUESTED BY:
City of Las Vegas

AFTER RECORDATION MAIL TO:

CITY OF LAS VEGAS
495 South Main St., 3rd Floor
Las Vegas, Nevada 89101
Attention: Office of Community Services

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO PURCHASE

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO PURCHASE ("*Declaration*") is made as of _____, 20__ (the "*Effective Date*"), by and between CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (together with its permitted successors and assigns, hereinafter the "*City*") and DECATUR ROME, LLC, a Nevada limited liability company (together with its permitted successors and assigns, collectively the "*Developer*"). City and Developer are individually or collectively referred to herein as "*Party*" or "*Parties*."

WITNESSETH:

A. WHEREAS, City has conveyed to Developer that site, which is more particularly described in Exhibit "A" attached hereto (the "*Site*") for a nominal consideration of One Dollar ($1.00);

B. WHEREAS, in consideration of such conveyance, Developer has agreed that it is acquiring the Site to develop the Project (hereinafter defined) on the Site (hereinafter defined) in accordance with the Restrictions set forth herein;

C. WHEREAS, City is conveying the Site to Developer for such nominal consideration on the basis of Developer's continuing compliance with the Restrictions, including the construction of the Project on the Site and the operation of the Project as Affordable Housing; and

D. WHEREAS, but for such representations by Developer, and Developer's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, City would not have conveyed the Site to Developer.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by City to Developer), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. The purpose of this Declaration is to facilitate Affordable Housing (hereinafter defined) for the community and to accomplish the sale to, and purchase by the Developer of the Property as hereinafter described, which will lead to the creation of Affordable Housing and positive economic development including without limitation the establishment of affordable residential housing needed to support the establishment of new commercial enterprises or facilities and/or the expansion of existing commercial enterprises or facilities. City has conveyed the Site to Developer for the nominal consideration of One Dollar and No Cents ($1.00) in consideration of Developer's promise to complete the construction and operation of the Specific Facilities described below. The City has determined that the Project will provide a needed amount of Affordable Housing units within the community. If not for Developer's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, City would neither have conveyed the Site to Developer pursuant to the DDA nor conveyed it for the nominal consideration.

1.2 Certain Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings set forth below:

"*Abandoned Construction*" or a variation thereof means that Developer has ceased the active and continuous construction of the Project for a period of ninety (90) days, except as a result of Unavoidable Delays.

"*Affiliate*" or "*Affiliates*" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

"*Affordable Housing*" means a for rent multi-family apartment and/or Tiny Homes rental housing project for Low-Income Families.

"*AMI*" means Area Median Income.

"City" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada, and City's permitted successors and assigns.

"City Council" means the city council of the City of Las Vegas.

"*City Indemnified Party or Parties*" means, collectively, City and the City and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

"*Commence Horizontal Construction*" or "*Commencement of Horizontal Construction*" means commencement of any one of the grading, off-site improvements, foundation work or similar horizontal construction on the Site.

"*Commence Vertical Construction*" or "*Commencement of Vertical Construction*" means commencement of the vertical erection of the primary buildings of the Project following Commencement of Horizontal Construction.

"*Completion of Construction*" or any variation thereof as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"*Convey or Conveyance*" means (i) any manner by which any estate or interest in all or a portion of the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, ground lease, conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner and (ii) a transfer of the direct or indirect equity interests in Developer.

"*DDA*" means that certain Disposition and Development Agreement between City and Developer (as such term is defined in the DDA), as such may be amended, whereby City has sold the Site to Developer.

"*Environmental Law*" means any applicable past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

"*Final Plans and Drawings*" means the administratively approved civil improvement plans, together with any subsequent revisions thereto, prepared for the construction of the Project in conformance with the terms and conditions of the DDA which have obtained all approvals pursuant to the Requirements for the construction of the Project.

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, the City, Clark County, Nevada, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Site (or any portion thereof), and (ii) any public utility or private entity which will be accepting and/or approving any development on the Site.

"*Hazardous Substance*" means all contaminants, pollutants, chemicals, substances, products, constituents, wastes, and other materials of any nature whatsoever, whether located in soil (including soil gas) or water (including groundwater, surface water, and well water): (1) which are or become listed, regulated, or addressed pursuant to any of the following federal statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, *et seq.* ("HMTA"); the Resource Conversation and Recovery Act, 42 U.S.C. section 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. section 2601, *et seq.* ("TSCA"); the Clean

Air Act, 42 U.S.C. section 7401, *et seq.*("CAA"); the Clean Water Act, 33 U.S.C. section 1251, *et seq.* ("CWA"); the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. section 136 *et seq.* ("FIFRA"); the Atomic Energy Act of 1954 ("AEA") and Low-Level Radioactive Waste Policy Act ("LLRWPA"), 42 U.S.C. section 2014 *et seq.;* the Nuclear Waste Policy Act of 1982, 42 U.S.C. section 10101 *et seq.* ("NWPA"); and the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. section 11001 *et seq.* ("EPCRA"); (2) which are or become listed, regulated, or addressed pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree applicable to the Site regulating, relating to or imposing liability (including, but not limited to, response, removal and remediation costs) or standards of conduct or performance concerning any hazardous, extremely hazardous, toxic, dangerous, restricted, or designated waste, substance or material, as now or at any time hereafter may be in effect; (3) which are explosive, corrosive, reactive, ignitable, toxic, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment; (4) which are or contain oil, gasoline, diesel fuel or other petroleum hydrocarbons, and are present on the Site in quantities in violation of Environmental Laws; or (5) which are or contain lead, arsenic, other metals, volatile organic compounds, semi-volatile organic compounds, polycyclic/polynuclear aromatic hydrocarbons, polychlorinated biphenyls, asbestos, radioactive materials, or radon gas. Notwithstanding the foregoing, Hazardous Substances shall not include lawful conditions permitted by an Operations and Management (O&M) Program or the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials, petroleum products, household products, paints, solvents, lubricants and other materials customarily used in the construction, operation, maintenance or use of comparable multifamily properties, (2) cleaning materials, household products, personal grooming items and other items sold in prepackaged containers for consumer use and used by tenants and occupants of residential dwelling units in the Project, and (3) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the Project's parking areas, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with the aforementioned, or otherwise applicable, hazardous materials laws and regulations.

"HOME Program" means HUD's Home Investment Partnership Program under 24 CFR 92.

"HUD" means the United States Department of Housing and Urban Development.

"Lender" has the meaning set forth in Section 6.2.

"*Low-Income Families*" means families whose incomes do not exceed 80 percent of the median income for the area (AMI), as determined by the Secretary of Housing and Urban Development (HUD) with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs for fair market rents, or unusually high or low family incomes (See Cranston-Gonzalez National Affordable Housing Act, Section 12704). The income of a household when it initially qualifies for occupancy is determined by using HUD's HOME Program Income Guidelines.

"Major Default" has the meaning set forth in Section 4.3

"*Mortgage*" means the encumbrance, grant, pledge or conveyance of Developer's rights, title, and interest in and to the Site, or any portion thereof, by way of a mortgage, pledge, assignment or other security agreement entering into a deed of trust or mortgage affecting the Site or any portion thereof, as the same may be amended, restated, or replaced from time to time.

"*Non-complying Structures*" means structures upon the Site that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Site.

"*NRS*" means Nevada Revised Statutes, as amended from time to time.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Project*" means that Affordable Housing development as set forth in the Project Scope.

"*Project Scope*" means the description of the Project attached to this Declaration as Exhibit "B".

"*Proposed Member*" means an institutional real estate investor that owns a direct interest in the Developer and may possess veto or consent rights over certain major decisions.

"*Recorder's Office*" means the Office of the County Recorder of Clark County, Nevada.

"*Required Approvals*" means all approvals and permits necessary under the Requirements for the development, construction and operation of the Project, including without limitation, the issuance of a building permit for the construction of the Project.

"*Requirement*" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over Developer or the Site and Project (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or handicapped parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Declaration; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record recorded against the Site as of the Effective Date.

"*Restrictions*" means the covenants, conditions, rights, restrictions and limitations more particularly set forth in Sections 2 and 3.

"*Schedule of Performance*" attached to this Declaration as Exhibit "C", subject to Unavoidable Delays.

"*Site*" has the definition set forth in the Recital A.

"*Specific Facilities*" means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Final Plans and Drawings together with all modifications thereto agreed by City.

"*Tiny Homes*" means a stand-alone dwelling unit 400 SF or less in floor area, excluding any loft area but incorporating windows, skylights and sliding doors that open to private back porches; and shall be constructed with the following: (1) permanent foundation, (2) electrical power service, (3) natural gas from the utility provider, (4) potable water supply from a municipal or approved source, compliant to IFC 507, (5) water discharge to an approved source, (6) residential fire sprinkler in accordance with NFPA 13-D or IRC 2904 as adopted by City of Las Vegas ordinance, (7) heating appliance(s) require by construction codes, (8) air condition design parameter (see County standard), (9) Civil Submittal per established standards including fire department access per IFC 503. Site built construction inspected by the AHJ as required. If applicable, off-site construction of the Tiny Homes will required manufacturer to obtain State of Nevada permits and Required Approvals for structures greater than 400 SF. Buildings less than 400 SF manufactured off site shall be coordinated with the Department of Building & Safety and the Fire Prevention Bureau of the Department of Fire & Rescue for approval of offsite construction activities to ensure quality construction processes are provided that comply with statutory requirement for construction inspection during the construction process.

"*Unavoidable Delays*" means delays or stoppages of work due to any of the following (provided that such delay is beyond a Party's reasonable control): war, sabotage, insurrection, civil commotion, strikes, labor disputes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, COVID -19, acts of a public enemy, acts of terrorism, epidemics, disease, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, a moratorium or any regulatory policy which impedes or precludes private development on the Site, unavailability or failure of utilities, mechanical failure of equipment, material shortages, labor shortages resulting directly from general market shortages, criminal acts of an un-Affiliated third party, any force majeure event under the general contractor's construction contract so long as such force majeure event was not caused by the Developer or general contractor, work stoppage or slowdown as a result of the failure of building inspectors or fire marshals to reasonably process approvals other than as a result of action or inaction of Developer, acts or failure to act of any public or governmental agency or entity or a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party. Any delay resulting from Hazardous Substances disclosed in environmental reports prepared on the Site prior to Close of Escrow shall not constitute Unavoidable Delay. Such Party shall use reasonable good faith efforts to notify the other Party not later than eight (8) business days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations after the recordation of this Declaration shall at City's option constitute a default hereunder and a breach of the Restrictions, which shall entitle City to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Final Plans and Drawings or as required herein, Developer shall not affect any change or amendment to any parcel or final map covering the Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the Nevada Revised Statutes (as amended), or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Developer file any applications with any governmental agency with respect to any of the foregoing matters without first obtaining the written consent of City.

(b) Use. Developer shall not construct or attempt to construct any building or structure other than the Specific Facilities on the Site. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any party thereof that during construction and thereafter, 100% of living space at the Site shall be devoted only to Affordable Housing or for a purpose related to Affordable Housing. **This Affordable Housing covenant shall run with the land in perpetuity.**

(c) Zoning. Developer shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Project, or those other purposes expressly allowed (without the benefit of a special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site effect as of the date of recordation of this Declaration. Additionally, Developer shall not change or attempt any change in zoning, or obtain or apply for an exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under such existing zoning without first obtaining the written consent of City.

(d) Unapproved Project. Developer shall not permit the construction of any structure or improvements on the Site not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Site.

(e) Conveyance. Developer and City agree that:

(i) Until such time as Completion of Construction of the Project is achieved, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Developer shall not Convey all or any part of its interest in the Site without the prior written approval of City, until such time as Completion of Construction of the Project is achieved. Developer agrees that a transfer of the direct or indirect equity interests in Developer shall constitute a Conveyance under this Declaration. Notwithstanding the foregoing, Developer may admit a Proposed Member into Developer so long as:

(1) Developer provides written notice to City along with a disclosure of principals of the Proposed Member;

(2) The sole purpose of the admission of the Proposed Member is in connection with the raising of capital for the financing of the development of the Project;

(3) The Proposed Member's interest in Developer does not violate the City Council's conflict of interest requirements with respect to transactions of the type contemplated by this Declaration;

(4) The Proposed Member does not violate City 's customary criminal background checks; and

(5) Any authorized successor in interest of Developer and/or in the Site must have Developer directly or indirectly maintaining full management control of the Site and Project in all respects, and Developer must maintain at least a 0.005 percent interest in said authorized successor in interest.

Notwithstanding any other provision in this Agreement, (i) the City consents to the transfer of the Proposed Member's interest in the Owner to affiliates of the Proposed Member of Owner ("Investor Member") provided said Investor Member is in compliance with Section 3.3(c) of the DDA; and (ii) the City consents to the removal of the managing member of Owner for cause under the Owner's Operating Agreement; provided, that the replacement managing member shall be acceptable to the Investor Member of Owner; further provided that the City hereby approves an affiliate of the Investor Member of Owner as a replacement managing member provided said Investor Member is in compliance with Section 3.3(c) of the DDA. The foregoing transfers shall not trigger any event of default or purchase option under this Agreement. Owner must provide notice of such transfer to the City at least five (5) days prior to the transfer.

(f) Indemnity.

(i) The City Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold the City Indemnified Parties from and against, any third-party loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and costs), penalty or fine caused in whole or in part by: (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing ownership and operation of the completed Project, regardless of the presence or absence of negligence on the part of any Party; or (B) any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Project, regardless of the presence or absence of negligence on the part of any Party; or (C) the use or occupancy of the Project, irrespective of the cause of injury, damage or loss, regardless of the presence or absence of negligence on the part of any Party; or (D) any latent or patent defects in the Project; or (E) any act or omission of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates, regardless of the presence or absence of negligence on the part of any Party. Notwithstanding the foregoing, this provision shall not apply to losses, costs, liabilities, claims, damages, expenses, penalties or fines arising from the gross negligence or willful misconduct of the City Indemnified Parties.

(ii) Developer shall notify City within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes could give rise to a claim against the City Indemnified Parties whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of Developer under this Section 2.1(f) shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Project; provided, however, that if City actually receives any proceeds of Developer's insurance with respect to an

obligation of Developer under this Article, the amount thereof shall be credited against, and applied to reduce, any amounts paid and/or payable hereunder by Developer with respect to such obligation.

(iv) If any claim, action or proceeding is made or brought against any City Indemnified Party which is or may be subject to indemnification by Developer hereunder, then, upon demand by City or such City Indemnified Party, Developer shall either resist, defend or satisfy such claim, action or proceeding in such City Indemnified Party's name, by the attorneys for, or approved by, Developer's insurance carrier (if such claim, action or proceeding is covered by insurance) or such other attorneys as City shall reasonably approve. The foregoing notwithstanding, such City Indemnified Party may, at its own expense, engage its own attorneys to defend such City Indemnified Party, or to assist such City Indemnified Party in such City Indemnified Party's defense of such claim, action or proceeding, as the case may be.

(v) Following the occurrence of an event specified in Section 2.1(f)(iv) above, each City Indemnified Party shall promptly notify Developer of the imposition of or incurrence by such City Indemnified Party of any cost or expense as to which Developer has agreed to indemnify such City Indemnified Party pursuant to the provisions of this Section 2.1(f). Developer agrees to pay such City Indemnified Party all amounts due under this Section 2.1(f) within sixty (60) days receipt of the notice such City Indemnified Party.

(vi) 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.

(g) Insurance.

(i) Prior to Commencement of Horizontal Construction on the Site, Developer shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (i) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Site; and (iii) a standard "all risk" Builder's Risk Policy.

(ii) Prior to Commencement of Horizontal Construction on the Site and at all times thereafter, Developer shall maintain in effect comprehensive general public liability insurance and/or excess umbrella policy with a single per occurrence limit of not less than Two Million Dollars ($2,000,000) with respect to the Site and the operations of Developer in, on or about the Site;

(iii) All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-VII" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which City may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Developer's performance of the work on the Site or which may arise in connection with the activities of Developer, any contractor or subcontractor of Developer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Developer shall furnish City with certificates of all insurance policies required under this Section 2.1(g) before commencing any work on the Site. Each policy shall provide that it may not be canceled in coverage until thirty (30) days after written notice shall have been given to City of such cancellation. In the event of any reduction in the coverage amount, Developer

shall promptly notify City. All insurance required hereunder (except worker's compensation) shall name City and the City Indemnified Parties as additional insureds. Notwithstanding the above, Developer shall have the right to provide and maintain the coverage provided for in this Section 2.1(g) above through a program of self-insurance or from an affiliated carrier, which provides insurance to or for Developer, or a combination of both.

2.2 Project Development. Developer agrees to timely develop the Site with those Specific Facilities specified in the Final Plans and Drawings. The violation of any of the following requirements shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle City to exercise any of the rights and remedies set forth below.

(a) Development. Developer agrees (i) that the design, permitting, Commencement of Horizontal Construction and Commencement of Vertical Construction of the Project shall be undertaken and Completion of Construction achieved in compliance with the Schedule of Performance, and (ii) that Developer shall not Abandon Construction unless due to an Unavoidable Delay or as permitted by City, at its sole discretion. As to Developer deadlines on the Schedule of Performance or otherwise specified herein, the Parties shall agree to reasonably extend such deadlines where delays or defaults are the result of the City taking longer than commercially reasonable to respond to any application or item requiring City approval. Developer agrees that a Default under this Section 2.2(a) and/or the Performance Schedule shall entitle City to exercise the remedies set forth in Section 4.3 and/or Section 4.4.

(b) Uses. Developer shall cause the Site to be developed and operated only with the Specific Facilities and only as Affordable Housing, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any other facilities or for any other use or purpose whatsoever, unless expressly approved by City, which approval shall be granted or withheld by City in its sole discretion.

2.3 General Obligations. Upon Completion of Construction, Developer shall at all times thereafter maintain and operate the entire Project in conformance with the terms of this Declaration, including, without limitation, only as Affordable Housing. Developer acknowledges that a material part of the consideration of City conveying the Site to Developer is Developer's agreement to comply with the terms and conditions of this Declaration.

2.4 Maintenance of Project. Subject to Unavoidable Delays, the Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to the Site or any party thereof to maintain the improvements on the Site in compliance with all applicable state and local codes and ordinances and keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Final Plans and Drawings in a healthy condition. Additionally, owner must maintain the Project in compliance with Uniform Physical Condition Standards (UPCS). In the event of conflicting requirements between state and local codes and UPCS on any given inspectable item or building component, the stricter standard will apply. The City reserves the right to periodically update the maintenance protocol and standards to comply with current federal, state, or local requirements. If at any time the Developer, or its successors in interest, shall fail to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within thirty (30) calendar days after written notice from the City (or within such longer period of time as is reasonably necessary therefor), the City may, following five (5) days prior written notice from the City to the Developer, perform the necessary cleanup or landscape maintenance, and the Developer, or

its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. **This covenant shall run with the land in perpetuity.**

2.5 Obligation to Refrain From Discrimination. The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to the Site or any party thereof that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, sexual preference, national or ethnic origin, citizenship, age, disability, ancestry, class, marital status, or any other basis prohibited by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. **This covenant against discrimination shall run with the land in perpetuity.**

2.6 Reporting.

(a) The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest that the Project shall be subject to on-site monitoring by duly authorized representatives (including independent auditors) of the City, Bureau of Land Management ("BLM"), HUD, the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 72 hours in advance of any on-site visits, which shall occur during normal operating hours. During any on-site visit, the representatives shall be granted access to any and all records pertaining to the Project. The representatives may interview employees or any entity associated with the Project who volunteers to be interviewed. The representatives shall be allowed to conduct such reviews, audits and on-site monitoring of the Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Affordable Housing covenant and this Agreement;
2. Whether the objectives of the Project are being achieved;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether the periodic reports to the City contain accurate and reliable information; and
6. Whether all of the activities of the Project are conducted in compliance with the provisions of applicable Federal/State/Local laws and regulations, and this Agreement.

(b) The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures; including without limitation records supporting the verification of tenant income, Project rents and Project inspections; rent rolls; occupancy rates and rent collection; and tenant selection process. In the event the Developer and/or its successor in interest goes out of existence, they shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

(c) The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest that they will provide the City with tenant usage records on an annual basis for the Project's Affordable Housing. The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency or content of required reports as needed to maintain adequate oversight of the Project,

address changes to Requirements, or to address findings related to noncompliance by the Project. Initially these records will contain, but are not limited to, the following information:

1. Total tenants served;
2. Racial breakdown of tenants served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of tenants who report a Hispanic ethnicity;
4. Number and percentage of Low and Very Low Income tenants as defined by HUD HOME Program Income Guidelines;
5. Number of tenants with disabilities served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.

(d) **This covenant shall run with the land in perpetuity.**

2.7 City Right to Cure. City shall have the right (at City's sole discretion) to perform any obligations hereunder required to be performed by Developer for which Developer is in default past all notice and cure periods set forth in Section 4.3, including, without limitation, the performance of maintenance and repair that Developer is obligated to perform hereunder. City shall have the right upon prior notice to Developer (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Developer. Developer agrees to reimburse City within thirty (30) calendar days after a written demand by City for any reasonable costs and expenses incurred by City in connection with the performance by City of Developer's obligations under this Declaration including five percent (5%) of such costs for City's supervision of any maintenance and repair.

3. COVENANT RUNNING WITH THE LAND

(a) This Declaration shall be deemed and shall constitute a covenant running with the land for the benefit of the City and its successors and assigns and shall pass to and be binding upon all heirs, successors and assigns in title to the Site, or if the Site shall not include title to land, but shall include a leasehold interest in land, this Declaration shall bind the leasehold interest as well as the Site and shall pass to and be binding upon all heirs, successors and assigns to such interests. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof or any interest therein (excepting only leases of units in the Project) shall conclusively be held to have been executed, delivered, and accepted subject to this Declaration, regardless of whether any or all of such covenants contained herein are set forth in such contract, deed or other instrument. If a portion or portions of the Site, or interest or interests in the Site are conveyed, all such covenants contained herein shall run to each portion of or interest in the Site.

(b) The City is deemed the beneficiary of the terms and provisions of this Declaration and of the covenants running with the land for and in its own right and for the purposes of protecting the interest of the community and other parties, public or private, in whose favor and for whose benefit this Declaration and the covenants running with the land have been provided. This Declaration and the

covenants shall run in favor of the City without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site. The City shall have the right, if this Declaration or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Developer and be enforceable by City. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the period of time specified in Section 2 above, notwithstanding City's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

4.2 Right of Access. Until Completion of Construction, City may from time to time, during business hours, enter upon and inspect the Site, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of City shall be those who are so identified in writing by City to Developer and advance, and who shall, except in an actual emergency, give at least one (1) business day prior notice of such Site visits. City shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. Except as otherwise provided in Section 4.4, for a Default of the Restrictions itemized in Section 2 (each, a "*Major Default*"), and except as otherwise provided in Section 5, in the event of any breach, violation or failure to perform or satisfy any of the Restrictions or of any Requirements which has not been cured within the period set forth below (each, a "*Default*"), City at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which City may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated, such cure period shall commence when written notice is given to Developer of a violation hereunder and shall end (i) thirty (30) calendar days thereafter in the case of a monetary default; or (ii) thirty (30) calendar days thereafter in the event of a Major Default or in the case of other non-monetary defaults; *provided, however*, that in the event that such nonmonetary default is of a nature that it cannot be cured within such thirty (30) calendar day period, then Developer shall commence to cure such failure within such thirty (30) calendar day period and shall diligently prosecute such cure to its completion but in all events such cure shall be completed within sixty (60) days unless additional time is otherwise agreed to by the City in writing. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive, except as stated herein with respect to the Option to Purchase in Section 4.4.

(a) Damages. City may bring a suit for damages for any compensable Default of any of the Restrictions [including, without limitation, an action for damages in the event of (i) a Major Default and (ii) City elects not to exercise City's rights under Section 4.4 as a result of a Major Default].

(b) Equity. City shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not City exercises any other remedy set forth herein, or declaratory relief to determine the enforceability of any of the Restrictions.

(c) Abatement. Any Default is hereby declared to be a nuisance, and City shall be entitled to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of the then-current owner of the Site, or applicable portion thereof. Any costs or expenses paid or incurred by City in prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest, shall be the personal obligation of the then-current owner of the Site, or applicable portion thereof, when such charges became due and who committed such Default.

(d) Nothing in this Declaration is intended, nor will it be construed, to in any way limit the exercise by the City of their governmental powers (including but not limited to, police, regulatory and tax powers) with respect to the then-current owner of the Site, or applicable portion thereof, or the Site to the same extent as if City was not a party to this Declaration or the transactions contemplated by this Declaration and the DDA. Further, nothing in this Declaration is intended, nor will it be construed, to waive any claims of sovereign governmental immunity on the part of the City.

4.4 Option to Purchase. In recognition of City's interest in the expeditious development of the Project, in addition to any reconveyance rights described in the DDA, Developer hereby grants to City the irrevocable, exclusive right and option to purchase the Site as set forth in this Section 4.4 upon the occurrence of a Major Default as defined in this Declaration (the "*Purchase Option*"). Developer agrees that the Purchase Option is of a special and unique kind and character and that, if there is a Major Default by Developer triggering City's right to pursue the Purchase Option hereunder, City may not have any adequate remedy at law. It is expressly agreed, therefore, that in addition to all other rights and remedies available to City to enforce the Purchase Option, the Purchase Option may be enforced by City by an action for specific performance and other equitable relief; provided, however, that if City elects to pursue the Purchase Option, such exercise shall be in lieu of any other remedies permitted herein or at law or in equity for the occurrence of the applicable Major Default by Developer under Section 2.

(a) Exercise of Purchase Option. No failure of City to exercise the Purchase Option after the occurrence of any Major Default under Section 2 shall constitute a waiver of its right to exercise the Purchase Option upon the occurrence of any other Major Default under Section 2. The Purchase Option shall be subject to the following:

(b) City may exercise the Repurchase Option by giving written notice to Developer in the event of Developer's Major Default under Section 2 within ninety (90) days of City obtaining knowledge of a Major Default under Section 2 ("*Purchase Option Notice*"). If City does not exercise the Repurchase Option within such ninety (90) day period, City shall no longer be entitled to exercise the Repurchase Option solely with respect to that particular Major Default. Upon Completion of Construction, whether prior to or after the date set forth in the Schedule of Performance, City shall no longer be entitled to exercise the Repurchase Option (including in connection with a Major Default under Section 2 occurring prior to Completion of Construction). No failure of City to exercise the Repurchase Option after the occurrence of any of the foregoing events shall constitute a waiver of its right upon the occurrence of any other event permitting exercise of the Repurchase Option.

(c) Purchase Price. The purchase price shall be equal to the purchase price paid by Developer to City as evidenced by the final escrow closing statement (which Developer agrees is the sum

of One Dollar ($1.00) notwithstanding any Improvement Costs (as defined below) of the improvements made to the Site as of the date of the Purchase Option Notice (collectively, the "*Improvements*"). The Improvements shall be conveyed to City by bill of sale in consideration of payment as part of the purchase price for the Site.

(d) Title Condition. Upon consummation of the transaction contemplated by the Purchase Option Notice, the Site shall be subject only to:

(i) Current taxes not yet delinquent;

(ii) Matters affecting title which exist as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by City, its successors or assigns; and

(iii) Easements for utilities and other matters used in connection with the Improvements constructed on the Site.

(e) Closing.

(i) Upon the closing of the Purchase Option, Developer shall (I) provide City with copies of all documents relating to the Project prepared by or at the direction of Developer, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Site or Specific Facilities to be constructed upon the Site (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Developer has to the Project Documents.

(ii) Prior to the closing of the Purchase Option, if required by the City, Developer at its sole cost and expense shall remove all Non-Complying Structures.

(f) Purchase Escrow Terms. Within five (5) days after City's exercise of a Purchase Option as provided above or as soon thereafter as possible, an escrow shall be created at a national escrow company selected by City and reasonably acceptable to Developer to consummate the Purchase Option, which escrow shall provide for a closing no later than ninety (90) days after the opening of the escrow. Said escrow shall be subject only to approval by City of a then current preliminary title report. Any exceptions other than those set forth in Section 4.4(d) above shall be removed or reasonably insured over by Developer at its sole expense at or prior to closing of escrow or discharged by payment of the proceeds of the Purchase Price at the closing of the Purchase Option. Developer agrees that any monetary or mechanics liens on the Site shall be paid by Developer at the close of escrow, regardless if the proceeds of the purchase price are sufficient to discharge the monetary or mechanics liens on the Site. Developer and City shall each pay one-half of the escrow fees; Developer shall pay for documentary tax stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in City or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration or Section 4.4(d) above; City shall pay for any requested endorsements, other than as provided in this Section. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(g) Binding Effect; Priority. The Purchase Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the Parties hereto. The Purchase Option shall

be superior and prior to any Mortgage and any Mortgage shall be inferior to and subject to the Purchase Option.

(h) Termination. Following Completion of Construction, (1) the Purchase Option shall automatically terminate and be of no further force and effect, and (2) at the written request of Developer, City shall execute an acknowledgement of the termination of the Purchase Option which Developer may record with the Recorder's Office, at Developer's sole cost and expense.

5. LENDER PROTECTIONS; ESTOPPEL CERTIFICATE

5.1 Lender Protections.

(a) This Declaration shall be and remain senior in priority to any Mortgage hereafter executed or created with respect to the Site, or any portion thereof; provided, however, that no breach of this Declaration shall affect, impair, defeat or render invalid the lien, charge or priority of any such Mortgage encumbering the Site. Any Lender or other owner whose title to the Site is derived through foreclosure, trustee's sale or deed in lieu of foreclosure with respect to such Mortgage (each a "*Mortgagee*") shall take title to the Site subject to, and shall be bound by, all of the terms, covenants and provisions set forth in this Declaration. Notwithstanding the foregoing, (i) any Mortgagee shall be permitted to assign, sell or transfer (each, a "*Mortgagee Assignment*") its interest, either in full or in part, in a Mortgage without obtaining prior written approval from City of such Mortgagee Assignment provided that at least ten (10) days prior to the effective date of such Mortgagee Assignment, the then current Mortgagee provides written notice to City of the anticipated Mortgagee Assignment; and (ii) any Mortgagee shall be permitted to transfer or cause the transfer of the Site following or in connection with any foreclosure or deed-in-lieu of foreclosure (each, a "*Mortgagee Transfer*") without obtaining prior written approval from City of such Mortgagee Transfer, provided that (v) such Mortgagee Transfer is conducted in connection with the exercise of Mortgagee's remedies under a Mortgage due to an uncured event of default thereunder following all applicable notice and cure periods, (w) the party acquiring the Site through a Mortgagee Transfer accepts title to the Site subject to the Declaration, (x) the party acquiring the Site through a Mortgagee Transfer will use commercially reasonable efforts to Commence Construction or continue construction of the Project, (y) Mortgagee provides, to the extent possible and permissible under law, written notice of such Mortgagee Transfer to City ten (10) days prior to the effective date of such Mortgagee Transfer, but in any event, within five (5) business days of the date the deed is recorded in with the Recorder's Office, and (z) within fifteen (15) days after the completion of the Mortgagee Transfer, the new Mortgagee shall provide to City a fully executed Disclosure Form. Mortgagee or other owner acknowledges that such subsequent owner who takes title to the Site prior to Completion of Construction, except as provided for in this Section or in Section 4.4 above, shall require, prior to such transfer of title to the Site, written consent of City as provided for in Section 2.1(e) above. Following Completion of Construction, no such consent to take title to the Site or encumber the Site with a Mortgage shall be required hereunder. In the event of a Mortgagee Transfer, the applicable dates in the Schedule of Performance shall be extended as reasonably necessary to account for the Mortgagee Transfer.

(b) Each Mortgagee, upon filing a written request for such notification with City, shall be entitled to written notification from City of any default by Developer in the performance of Developer's obligations under this Declaration, such notice to be given concurrently with such default notice being given to Developer. Any request for notice delivered shall remain effective without any further action by Mortgagee for so long as the requesting Mortgagee continues to be a Mortgagee. A Mortgagee shall have the absolute right, but no duty or obligation, to cure or correct a breach of this Declaration by Developer within any applicable cure period provided for the cure of such breach hereunder plus thirty (30) days and

Developer hereby irrevocably grants to such Mortgagee a right of access to the Site or portion thereof, as applicable, to the extent such Mortgagee may deem necessary to permit such Mortgagee to effect such cure.

(c) In no event shall any Mortgagee be obliged to perform or observe any of the covenants, terms or conditions of this Declaration on the part of Developer to be performed or observed, or be in any way obligated to complete the improvements to be constructed in accordance with this Declaration, nor shall it guarantee the completion of improvements as hereinbefore required of Developer, whether as a result of (a) its having become a Mortgagee, (b) the exercise of any of its rights under the instrument or instruments whereby it became a Mortgagee (including without limitation, foreclosure or the exercise of any rights in lieu of foreclosure), (c) the cure or performance of any of the covenants, terms or conditions on the part of Developer to be performed or observed under this Declaration, or (d) otherwise; provided, however, any party acquiring the Site through a Mortgagee Transfer will be deemed to have assumed all of the obligations of Developer hereunder subject to the terms and limitations provided in this Section 5.1.

5.2 Estoppel Certificates. City agrees that it shall, at any time and from time to time, but no more than once per calendar quarter, upon not less than thirty (30) days prior notice from Developer or a Mortgagee, execute, acknowledge and deliver to the requesting party a statement in writing certifying (a) that this Declaration is unmodified and in full force and effect (or if there have been any modifications, that this Declaration is in full force and effect as modified and stating the modifications), (b) whether to City's actual knowledge, it or Developer is in default in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Declaration and, if in default, specifying each default, and (c) any other matters reasonably requested by the requesting party, it being intended that any such statement delivered pursuant to this Section may be relied upon by the requesting party and any assignee thereof.

6. MISCELLANEOUS PROVISIONS

6.1 Assignment by City. City shall have the right to assign the rights, powers, duties and reservations of City herein contained to the City without the prior approval of Developer. City agrees to provide Developer with prior notice of any such assignment.

6.2 Assignment by Developer. City consents to Developer's right to encumber, pledge, grant or convey its rights, title, and interest in and to the Site, or any portion thereof, by way of a Mortgage to secure the payment of any loans obtained by Developer to finance or refinance any portion of the Project. The beneficiary under any Mortgage and its successors or assigns shall be referred to herein as a "*Lender*."

6.3 Other Restrictions. This Declaration is not the exclusive source of restrictions on the use of the Site, and nothing herein contained shall prejudice or diminish in any way City's rights under any other documents of record prior to the recording of this Declaration affecting all or any portion of the Site.

6.4 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

6.5 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

6.6 Successors and Assigns. Except as otherwise stated herein, this Declaration shall inure to the benefit of and bind the permitted successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

6.7 Notices. 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:

If to City:
Office of Community Services, City of Las Vegas
City Hall, 3rd Floor
495 S. Main Street
Las Vegas, NV 89101
Phone: (702) 229-2330
Fax: (702) 383-6306
Email: kgibson@lasvegasnevada.gov
Attn: Kathi Thomas, Director

And:
City Attorney Office
City Hall, Sixth Floor
495 S. Main Street
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lasvegasnevada.gov

If to Developer:
Decatur Rome, LLC
c/o Ovation Design and Development, Inc.
6021 S. Fort Apache Road, Suite 100
Las Vegas, NV 89148
Email: lorrim@ovationdev.com
Phone: (702) 990-2335
Attn: Lorri Murphy, Vice President of Real Estate Development

The City agrees to provide, at the same time the City sends default notices required under this Declaration to the Developer, duplicate copies of such default notices to the Proposed Member and to the Developer's secured lenders at such addresses provided to City by Developer.

The Parties shall provide written notification of any change in the information stated above. For purposes of this Declaration, 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 Declaration.

6.8 Subsequent City Approvals. Any approvals of City required or permitted by the terms of this Declaration are authorized to be given by the City Manager of the City or such other person that City designates in writing to Developer, except for approvals resulting in a material change to this Declaration, as determined by the City Manager, which shall then require the approval of the Las Vegas City Council. If there is no time specified herein for City's approval, Developer may submit a letter requiring City's approval within thirty (30) days after submission to City or such approvals shall be deemed denied. Notwithstanding the foregoing, Developer acknowledges (i) that a request for a modification to this Declaration or a request to extend deadlines specified hereunder may either (x) require review and approval of the City Council, or (y) the City Manager of the City may determine that it is in the best interest of City to submit such request for review and approval by City Council, and (ii) such review and approval may take more than thirty (30) days in or order to comply with the required and customary procedures for obtaining approval of City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council. The City Manager of the City shall have the authority to grant time extensions under this Declaration, provided, however, that it shall be at the City Manager's sole and absolute discretion as to whether to grant any time extension or to submit any requests for time extensions to City Council for approval.

6.9 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control. This Declaration includes "A" through Exhibit "C", inclusively, attached hereto and incorporated herein by reference. All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of City and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of City and Developer.

6.10 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Clark County Recorder's Office of a proper instrument duly executed and acknowledged by City and Developer to that effect.

6.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Declaration and the remaining provisions shall remain in full force and

effect. The Parties further agree to amend this Declaration to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.12 Governing Law; Jurisdiction; Waiver of Jury Trial. Any controversy, claim, or dispute arising out of or related to this Declaration or the interpretation, performance, or breach hereof (a "*Dispute*"), shall be resolved in accordance with this Section 6.12.

(a) Governing Law. This Declaration and all Disputes between the Parties under or related to this Declaration or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

(b) Jurisdiction. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state court, or federal court of the United States of America, sitting in Clark County, Nevada, and any appellate court from any thereof, for resolution of any Dispute and for recognition or enforcement of any judgment relating to such Dispute, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts; (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Nevada state court or, to the extent permitted by applicable law, in such federal court; (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Nevada state or federal court; and (d) waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each Party irrevocably consents to service of process in the manner provided for notices in Section. Nothing in this Declaration will affect the right of any Party to serve process in any other manner permitted by law.

(c) WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS DECLARATION IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DECLARATION OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (c) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS DECLARATION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.13 Captions. The captions contained in this Declaration are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Declaration.

6.14 Counterparts. Each counterpart of this Declaration shall be deemed to be an original and all of which together shall be deemed to be one and the same Declaration. Delivery of this Declaration may be accomplished by facsimile transmission of this Declaration. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Declaration.

6.15 No Third-Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration. Nothing herein is intended to create any rights vested in the general public or to otherwise benefit the general public.

6.16 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified. The term "*business days*" refers means a day when the City is normally open for public access, occurring on Mondays through Thursdays, unless the City is not open for the celebration or observance of holidays or is otherwise declared not open to the public by the City Manager of the City. If a time for performance hereunder falls on a day other than a business day, the time for performance shall be extended to the following business day. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 P.M. (Las Vegas time) on the day for performance.

6.17 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

6.18 Further Assurances. Each Party will, whenever as reasonably requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Declaration.

6.19 Non-Liability of City Officials and Employees. It is agreed by and between the Parties of this Declaration, 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 herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Declaration.

6.20 Conflict of Interest (City Officials). 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 Declaration, payments under this Declaration, or work under this Declaration, shall not be directly or indirectly interested personally in this Declaration or in any part hereof. 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 Declaration.

6.21 Public Records. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are

public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Declaration and all supporting documents are deemed to be public records.

[*Signatures appear on the following pages*]

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

CITY	DEVELOPER
CITY OF LAS VEGAS	DECATUR ROME, LLC, a Nevada limited liability company
By: _____ Carolyn G. Goodman, Mayor	By: _____
Date: _____	Name: _____
	Title: _____

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

_____
By: Deputy City Attorney
CITY OF LAS VEGAS
Date: 5/31/2022

ACKNOWLEDGMENTS

STATE OF NEVADA)
ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on _____, 20_____, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC, in and for said County and State

STATE OF NEVADA)
ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on _____, 20_____, by _____ as _____ of DECATUR ROME, LLC

_____
NOTARY PUBLIC, in and for said County and State

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE SITE
EXHIBIT "B"	PROJECT SCOPE
EXHIBIT "C"	SCHEDULE OF PERFORMANCE

EXHIBIT "H"

CITY EMPLOYMENT PLAN POLICY

City of Las Vegas

Economic Development Projects

EMPLOYMENT PLAN POLICY

Adopted

April 6, 2011

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SECTION 1: TERM DESCRIPTIONS

"***Build-to-suit Developer***" means any private developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

"***Build-to-suit Owner/Lessee***" means the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

"***City of Las Vegas Resident***" means an individual whose primary place of residence is within the City of Las Vegas boundaries.

"***Developer of Speculative Space***" means any private developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant.

"***Disabled***" means a physical impairment, with respect to an individual, that substantially limits one or more of the major activities of such individual: A record of such impairment; or Being regarded as having such impairment.

"***Disposition and Development Agreement (DDA)***" means an agreement that sets forth requirements for the sale, lease, exchange acquisition, or disposal of real property owned by the City, where a specific type of project is developed.

"***Economically Disadvantaged***" means any individual who meets the present poverty guidelines established by the Federal government as a poverty measure. The guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

"***Members of Racial Minorities***" means or describes an individual that is: Black or African-American, Hispanic-American, Native-American, Asian-Pacific American, Subcontinent Asian-American, Native-Hawaiian or other Pacific Islander.

"***Owner Participation Agreement (OPA)***" means any agreements where the City is participating with a landowner for the development of a site by providing some form of financial concession.

"***Participation Agreement (PSA)***" means any agreements where the City is involved in the acquisition or sale of real property.

"***Private Developer***" means any person or entity that is proposing to construct a project and will receive financial assistance from the City and includes developers of either speculative or build-to-suit projects.

"***Veteran***" means any honorably discharged soldier, sailor, marine, nurse, or army field clerk, as well as reserve components of these services, who have served in military service of the United States.

SECTION 2: CITY OF LAS VEGAS

ECONOMIC DEVELOPMENT PROJECTS EMPLOYMENT PLAN POLICY

POLICY

This employment plan policy is prepared in accordance with the City of Las Vegas Economic Development Projects Resolution dated April 6, 2011, which adopted this City of Las Vegas Economic Development Projects Employment Plan Policy (hereinafter referred to as "Policy"). This Policy only applies to recipients of economic development assistance from the City of Las Vegas (hereinafter referred to as "City") for projects which are in furtherance of economic development in the City. In accordance with the Policy, developers and build-to-suit owners which receive economic development project funds or other forms of assistance from the City are required to hire local residents who live within the city of Las Vegas boundaries and encouraged to hire economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a private economic development project funded by the City of Las Vegas. The ultimate result of this Policy is to ensure that the persons identified in the resolution have the opportunity to benefit from economic development projects as fully as the community at large.

APPLICABILITY

Related Agreements: The requirements of the Policy shall be included in the Owner Participation Agreement ("OPA"), the Disposition and Development Agreement ("DDA") and/or the Purchase and Sale Agreement ("PSA"), (hereinafter collectively referred to as "Agreements"), between the developer and the City.

Entire Project: Even though portions of a project may not be supported by City funds, private developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Public Agencies: A public agency which is using City funds for the design or construction of a project being built as a public work pursuant to NRS 338 is exempt from this Policy and therefore is not required to submit an employment plan. Instead, such public agency shall adhere to NRS 338 and any state and local law governing public works projects.

Threshold: All projects receiving economic development assistance from the City valued over $100,000 must submit an employment plan and will be subject to reporting requirements.

RESIDENT PARTICIPATION REQUIREMENT

For new construction jobs and build-to-suit permanent employment jobs resulting from a private economic development project, the private developer is required to give preference to residents living within the City of Las Vegas boundaries.

- **30% of all new jobs created as a direct result of the project are required to be filled by bona-fide residents of the City of Las Vegas — REQUIRED**

Verification of residence may be provided by the employee in the form of a drivers' license or by legal address as evidenced by their IRS tax forms. Participation shall be inclusive of subcontractors, sub-tier subcontractors, vendors and suppliers. **Reporting and demonstration of efforts is required.**

RESIDENT PREFERENCE INCENTIVE

Projects receiving City economic development assistance call for specific resident participation requirements which will make the project eligible for an incentive. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if the resident participation requirement is achieved. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The City's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. The negotiated incentive will vary depending on the type of project being developed. For example, for those projects where non-cash incentives are being provided (i.e. the sale of land below fair market value), the City may require a cash deposit of 10% to be provided by the developer and the deposit will be returned based on successful achievement of participation goals.

Reporting and demonstration of efforts is required. Prior to the start of construction, failure to adhere to all required program elements, as further described below, will constitute grounds for withdrawal of the entire incentive.

MINORITY PARTICIPATION GOAL

The minority participation goal is designed to ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City contracts involving economic development projects.

- **15% participation of "M/W/D/VBEs" — ASPIRATIONAL GOAL**

The minority participation represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBEs. Participation shall be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers. **Reporting and demonstration of efforts is required.**

An M/W/D/VBE may participate as a prime contractor, sub-contractor, as a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-

contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If the minority participation goals are not met, information documenting specific actions taken must be submitted prior to the contract award in order to receive credit towards compliance.

PROGRAM ELEMENTS: PRIVATE DEVELOPER

Developers shall submit an employment plan for the construction phase of a project. The developer shall adhere to the employment plan only during the construction phase of the development.

Initial Submittals: The developer shall provide the City with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The City recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.

Contracting Decisions and Waiver: The developer has the right to make the final decision on contracting, but the City will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified City residents or M/W/D/VBEs to meet the contracting requirements and goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the City.

Structuring the Bid by Size and Type of Work: Meeting the participation requirements and goals requires a developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by residents and M/W/D/VBEs. Staff members of the City's Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

Input from M/W/D/VBE Contractors: After having designed the project from the beginning with a view toward making resident and M/W/D/VBE participation easier, the developer should seek input on the bid from local qualified contractors and subcontractors, including M/W/D/VBEs. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.

Dissemination to M/W/D/VBE Contractors: Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBEs using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's

Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the City.

Other Techniques and Procedures: In addition to providing direct notice of bid letting to residents and M/W/D/VBEs the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation. The City makes no guarantee that an employment plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.

- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the City.
- Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
- Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBEs.
- Must ensure access by M/W/D/VBEs to plans and specifications and adequate information about the scope of services and other requirements.
- Must offer information to M/W/D/VBEs about bonding, lines of credit, and insurance.
- Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBEs.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a twelve (12) month post-construction phase of the economic development project.

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the economic development project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the economic development project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

Initial Submittals: The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the economic development project will have on opportunities for employment within the project area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ residents and persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

Project Impact: The build-to-suit owner must supply the following information to the City: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the economic development project and a description of skills required for filling the positions.

Policy Requirements: The City shall have the authority to modify the requirements and goals of this section after a showing of just cause through a process of appeal. This includes the refilling of those jobs for the duration of the employment plan.

Project Description: The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ City residents and aspire to employ persons who are: Economically Disadvantaged, Members of Racial Minorities, Woman, Disabled and Veterans.

Referral Agencies: The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees may be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117 (702) 737-4300 lvacc.org	**Key Foundation** 1001 N. A St. Las Vegas, NV 89106 (702) 384-0202	**NAACP, Las Vegas Chapter** 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121 (702) 638-1300 naacplv.org	**Nevada Partners, Inc.** 710 W. Lake Mead Blvd. Las Vegas, NV 89030 (702) 399-5627 nevadapartners.com
Bureau of Vocational Rehabilitation of Southern Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	**Las Vegas Indian Center** 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 lasvegasindiancenter.org	**National Association of Women in Construction (NAWIC)** 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 nawiclasvegas.org	**Urban Chamber of Commerce** 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 csn.edu	**Las Vegas Urban League** 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 lvccul.org	**Nevada Job Connect** 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 nevadajobconnect.com	**Veterans Chamber of Commerce** 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 veteranschambernv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	**Latin Chamber of Commerce** 300 N. 13th St. Las Vegas, NV 89101 (702) 385-7367 lvlcc.com	**Nevada Minority Business Enterprise Center (NMBEC)** 626 S. 9th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nv_mbec.html	**Women's Chamber of Commerce** 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive	**National Association of Women Business Owners (NAWBO)**	**Nevada Office of Veterans Services** 950 W. Owens Dr. Room 111	**Women's Development Center** 4020 Pecos McLeod

Las Vegas, NV 89106 (702) 367-4348 lasvegasfit.com	PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 nawbosnv.org	Las Vegas, NV 89106 (702) 636-3070 veterans.nv.gov	Las Vegas, NV 89121 (702) 796-7770 wdclv.org

Training: Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the business employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

Procedural Guidelines for Outreach/Hiring: The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.
- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filed by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any remaining positions after so notifying the referral agency in writing.
- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The City shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the resident and minority participation goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

REPORTING REQUIREMENTS

When the Agreement for the economic development project is executed, the developer/build-to-suit lessee will be required to submit an employment plan in accordance with the City's Economic Development Projects Resolution and Employment Plan Policy. The submittal of the reporting templates is a demonstration of a good faith effort. **Failure to report is grounds for denial of the resident preference incentive.**

A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, a standard City reporting template has been developed, a copy of which is found in Section 3 of the Policy. All exhibits must be complete and copies of correspondence and advertisements must to be attached to the report. The templates may be modified at any time by the City to ensure uniform and accurate reporting.

The City shall use this information for the sole purpose of determining compliance of the developer or build-to-suit owner/lessee with the submitted employment plan. Furthermore, affected employees shall be notified this information will be reported to the City. This information shall not be submitted to any other person or organization, for any other purpose.

APPEALS

If after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the resident participation requirements and minority participation goals.
- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

- Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the resident participation requirements or minority participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Community Services Chief.
- The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the City Council.
- Final decisions regarding ability to meet the Policy requirements in the agreement shall be determined by the City Council.

EXHIBIT "I"

DISCLOSURE OF PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Coordinated Living of Southern Nevada, Inc.	
Address: 5625 S. Hollywood Blvd	**City / ST / Zip:** Las Vegs, NV 89122
Telephone: 702-833-0639	**EIN or DUNS :** 46-1525782
Block 2: Description / Subject Matter of Contract	
Services for: Development of affordable multifamily rental housing	**Project Number:** 210098-SK

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

PHYLLIS M. GARCIA
Notary Public, State of Nevada
Appointment No. 06-105692-1
My Appt. Expires Jun 1, 2022

Signature

7/1/2021
Date

Subscribed and sworn to before me this 1 day of July, 2021

Phyllis M. Garcia
Notary Signature

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

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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: Ovation Design and Development, Inc.	
Address: 6021 S. Fort Apache Rd., Ste 100	**City / ST / Zip:** Las Vegas, NV, 89148
Telephone: 702-990-2335	**EIN or DUNS :** 46-5223275
Block 2: Description / Subject Matter of Contract	
Services for: Development of affordable multifamily rental housing	**Project Number:** 210098-SK

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	The Alan L. Molasky 2005 Irrevocable Trust	6021 S. Fort Apache, Suite 100 Las Vegas, NV 8914	702-990-2356
2			
3			
4			
5			
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7			
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10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Identity of Interest: Alan Molasky/Ovation Related Parties

Date of Attached Document: 6.30.21 Number of Pages: 1

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

7/1/2021
Date

Subscribed and sworn to before me this 1st day of JULY, 20 21

Notary Signature

ALLISON BOONE
Notary Public-State of Nevada
APPT. NO. 18-3093-1
My Appt. Expires 07-16-2022

Rev 01.2021

Identity of Interest
Alan Molasky/Ovation Related Parties

Alan L. Molasky is the Trustee of the Alan Molasky Revocable Family Trust which is the sole shareholder of:

1. Ovation Business Services, dba Ovation Property Management which is the Property Manager of the Decatur and Rome Family Apartments project.

2. DaVinci Solutions, Inc., which provides drafting services to the architect of the Decatur and Rome Family Apartments.

Alan L. Molasky is the Trustee of the Alan Molasky 2005 Irrevocable Trust which is the sole shareholder of:

1. Ovation Contracting, Inc. (formerly known as Ovation Development Corporation) which is the General Contractor of the Decatur and Rome Family Apartments project.

2. Ovation Affordable Housing, Inc. which is (i) the 0.005% Special Class B Member of Decatur Family, LLC, the Borrower/Owner and (ii) the 49% member and manager of Decatur Family Manager, LLC which is the 0.005% managing member of Decatur Family, LLC, the Borrower/Owner.

3. Ovation Design and Development, Inc. (formerly known as OAH Development, Inc.) which is the Developer of the Decatur and Rome Family Apartments project.

Alan L. Molasky is the Trustee of the Alan Molasky Revocable Family Trust which is the 51% Member of Turn-Rite MM, LLC which is the 1% member and manager of Turn-Rite, LLC, (ii) the 99% member of Turn-Rite, LLC, which may provide painting, cleaning and prep services to the Decatur and Rome Family Apartments project.

Alan L. Molasky is the sole director, and Alan L. Molasky, Reinier Santana and Lorri Murphy are officers of Ovation Business Services, dba Ovation Property Management, Ovation Contracting, Inc., Ovation Affordable Housing, Inc., Ovation Design and Development, Inc., DaVinci Solutions, Inc., and Turn-Rite MM, LLC.

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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"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

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An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity
Name:

Address:	**City / ST / Zip:**
Telephone:	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for:	**Project Number:**

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/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
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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: _____

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

EXHIBIT "J"

CERTIFICATE OF COMPLETION

APN: 125-24-701-041

RECORDING REQUESTED BY:
City of Las Vegas

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:

Decatur Rome, LLC
c/o Ovation Design and Development, Inc.
6021 S. Fort Apache Road, Suite 100
Las Vegas, NV 89148

NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

THIS NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT ("Notice") is made pursuant to the requirements of that certain Disposition and Development Agreement ("DDA") with an effective date of _____, 20____, whereby the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantor"), provided assistance to DECATUR ROME, LLC, a Nevada limited liability company (the "Developer"), for construction and development of a certain project situated in the City of Las Vegas, Nevada, and described on the Attachment attached hereto and made a part hereof ("Site").

The DDA provides that (a) the City shall furnish the Developer with this Notice upon completion of all construction and development upon the Site that is required to be completed by the DDA, (b) this Notice shall be in such form as to permit it to be recorded in Recorder's Office of Clark County, and (c) this Notice shall be conclusively determined that the construction and development on the Site has been satisfactorily completed.

NOW, THEREFORE, the City agrees and does hereby certify that the construction and development on the Site has been fully and satisfactorily performed and completed in full compliance with the requirements of the DDA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has executed this NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT as of _____, 20____.

GRANTOR

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date: _____

DEVELOPER

DECATUR ROME, LLC, a Nevada limited liability company

By: _____

Name: _____

Title: _____

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

_____
By: Deputy City Attorney, CITY OF LAS VEGAS
Date: _____

ACKNOWLEDGMENTS

STATE OF NEVADA)
ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on _____, 20_____, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC, in and for said County and State

STATE OF NEVADA)
ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on _____, 20_____, by _____ as _____ of DECATUR ROME, LLC

_____
NOTARY PUBLIC, in and for said County and State

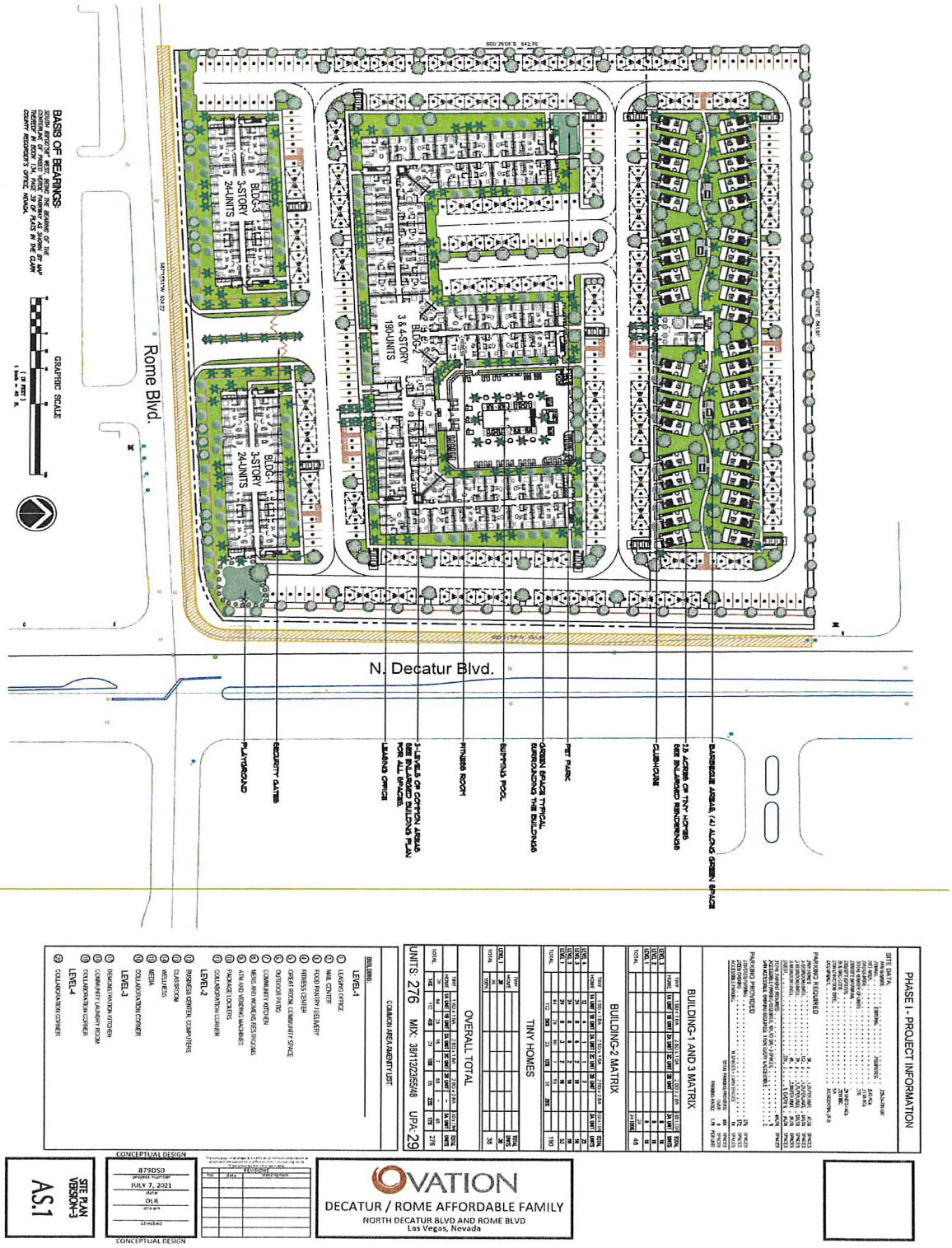
ATTACHMENT
TO
NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, AND THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 112 OF PARCEL MAPS, PAGE 93, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT “D”

SITE DEVELOPMENT PLAN



DECATUR & ROME
AFFORDABLE HOUSING DEVELOPMENT

City Council Meeting, June 15, 2022

Submitted at Meeting
Date: 6/15/2022 Items: 41, 45, and 46
Submitted by: Staff

6635 N. Decatur Boulevard
Las Vegas, NV 89131



- 9.5 Acres on Northwest Corner of N. Decatur and W. Rome Blvd.
- Former BLM Land, Acquired by the City of Las Vegas in 1999
- Affordable Housing Deed Restriction

COMPETITIVE BID PROCESS

March 8, 2021	Request for Proposal (RFP) released via the Nevada Government eMarketplace (NGEM) system for the development of affordable mixed-income rental housing multi-family apartments as well as for “tiny homes” for mixed-income households.
July 13, 2021	The RFP Closed. Applications were scored by panel.
October 26, 2021	Recommendation to Award Notification (RTA) was sent out awarding the project to Ovation Design and Development, Inc. (Ovation).

PUBLIC HEARING
APPRAISAL

Pursuant to NRS 268.059 – Two independent appraisals of real property are required before the sale or lease of real property unless:

1. A public hearing is held on the matter of the fair market value; and
2. The one appraisal is conducted no more than six months prior to real property being offered for sale.

Appraised By:	Matthew Buxton, MAI, SRA Southwest Property Consultants, Inc.
Valuation Date:	February 11, 2022
Report Date:	February 24, 2022
Value Conclusion:	$9,100,000

PROJECT OVERVIEW

- All units will be affordable (30% to 59% AMI)
- 238 Apartment Units
  - ❖ Three Buildings
  - ❖ 1, 2 & 3 Bedroom Units
- 38 Stand-alone “Tiny Homes”
  - ❖ Approximately 400 Square Feet
- Amenities
  - ❖ Pool, Clubhouse & Fitness Center
  - ❖ Business Center, Classroom Space & Community Kitchen

RENDERINGS – TINY HOMES



1C TINY HOME 1



1A TINY HOME 1



1C TINY HOME 1



1B TINY HOME 1

OVATION

DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

RENDERINGS
TINY HOME 1
A0.4c

RENDERINGS – TINY HOMES



1D TINY HOME 2



1A TINY HOME 2



1C TINY HOME 2



1B TINY HOME 2

OVATION

DECATUR / ROME AFFORDABLE FAMILY

NORTH DECATUR BLVD AND ROME BLVD

Las Vegas, Nevada

CONCEPTUAL DESIGN

RENDERINGS
TINY HOME 2

A0.5c

RENDERINGS – TINY HOMES



1D TINY HOME 3



1A TINY HOME 3



1C TINY HOME 3



1B TINY HOME 3

OVATION

DECATUR / ROME AFFORDABLE FAMILY

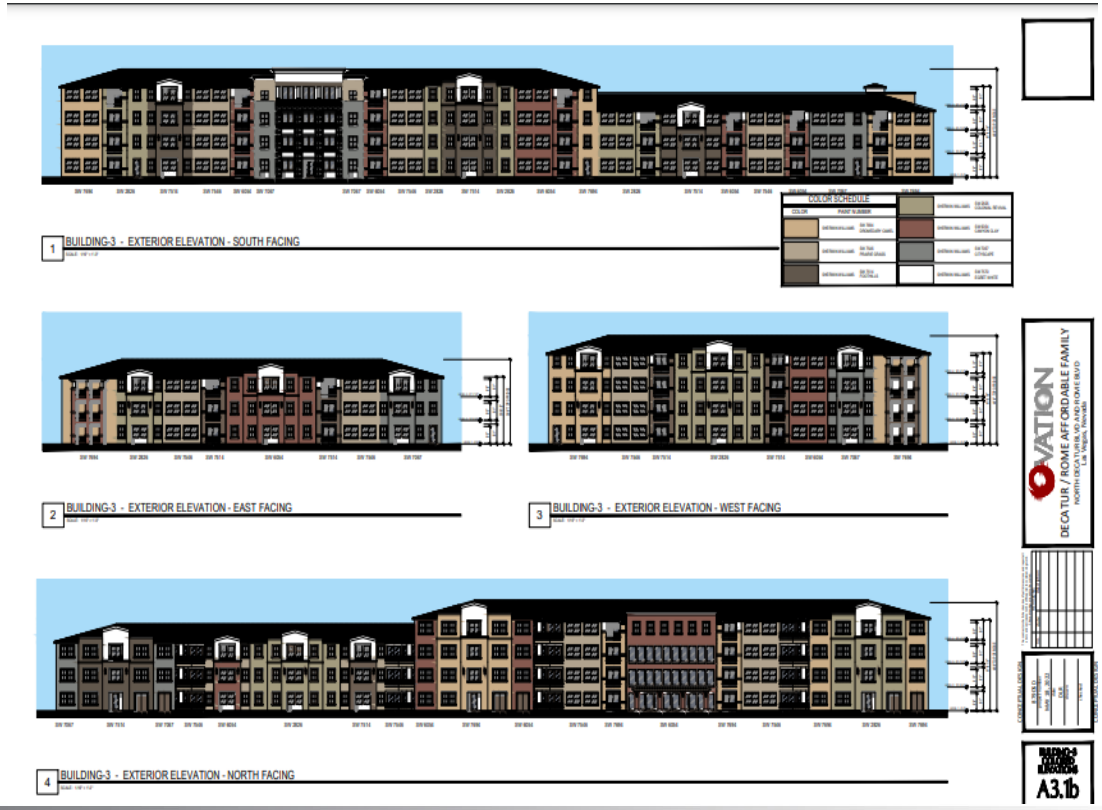
NORTH DECATUR BLVD AND ROME BLVD

Las Vegas, Nevada

RENDERINGS
TINY HOME 3

A0.6c

RENDERINGS - APARTMENT BUILDINGS



QUESTIONS?

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
46

DEPARTMENT: Community Services **DISCUSSION**
DIRECTOR: Kathi Thomas

SUBJECT:
RESOLUTIONS:

R-28-2022 - Discussion for possible action regarding a Resolution finding that the proposed sale of vacant real property located at the northwest corner of North Decatur Boulevard and West Rome Boulevard (APN 125-24-701-041) to OVATION DESIGN AND DEVELOPMENT, INC., a Nevada corporation and COORDINATED LIVING OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation (collectively the "Developer") is in the best interest of the public - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City desires to sell the vacant real property without first offering the real property to the public, and for less than fair market value in the amount of one dollar ($1.00), for the purposes of facilitating economic development within the City pursuant to Nevada Revised Statute 268.063. The real property will be developed as residential affordable housing needed to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities to create and retain opportunities for employment for the residents of the City.

RECOMMENDATION:
Staff recommends approval and authorization for the Mayor to execute any documents, as approved as to form by the City Attorney, related to the conveyance of the real property and to finalize the transaction.

BACKUP DOCUMENTATION:
1. Resolution No. R-28-2022
2. Site Map - Decatur & Rome
3. Submitted at Meeting - PowerPoint Presentation by Staff

RESOLUTION NO. R-28-2022

RESOLUTION FINDING THAT THE PROPOSED SALE OF REAL PROPERTY TO OVATION DESIGN AND DEVELOPMENT, INC. AND COORDINATED LIVING OF SOUTHERN NEVADA, INC. LOCATED AT THE NORTHWEST CORNER OF NORTH DECATUR BOULEVARD AND WEST ROME BOULEVARD, CLARK COUNTY, LAS VEGAS, NEVADA (APN 125-24-701-041) IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, the City of Las Vegas ("City") owns that certain parcel of real property, Assessor's Parcel Number 125-24-701-041, located at the northwest corner of North Decatur Boulevard and West Rome Boulevard consisting of approximately 9.45 acres (the "Property"); and

WHEREAS, the City desires to sell the Property to OVATION DESIGN AND DEVELOPMENT, INC., a Nevada corporation and COORDINATED LIVING OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation (collectively the "Developer") for the purpose of facilitating economic development within the City; and

WHEREAS, the real property will be developed as residential affordable housing needed to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities to create and retain opportunities for employment for the residents of the City; and

WHEREAS, Nevada Revised Statute ("NRS") 268.063 authorizes the City to sell, lease or otherwise dispose of real property for the purposes of economic development, without first offering it to the public, and for less than fair market value of the real property, if the City Council finds, with this Resolution, that it is in the best interests of the City to do so; and

WHEREAS, the appraised value of the Property pursuant to the appraisal conducted by Southwest Property Consultants, Inc. on February 24, 2022 is NINE MILLION ONE HUNDRED THOUSAND DOLLARS ($9,100,000.00) (the "Appraised Value"); and

WHEREAS, at the June 15, 2022 meeting of the Las Vegas City Council, the City Council conducted a public hearing pursuant to Nevada Revised Statute 268.059 on the fair market value of the

Property and established the Appraised Value; and

WHEREAS, the City intends to the sell the Property to the Developer for less than fair market value in the amount of one dollar ($1.00), for the purposes of facilitating economic development within the City pursuant to Nevada Revised Statute 268.063; and

WHEREAS, Developer has agreed to purchase the Property for less than fair market value in the amount of one dollar ($1.00) subject to the terms and conditions of a Disposition and Development Agreement ("DDA") negotiated between the Developer and the City; and

WHEREAS, the proposed sale of the Property to Developer qualifies under NRS 268.063 as a sale of real property for purposes of economic development; and

WHEREAS, the City has determined that the proposed sale of the Property to Developer pursuant to the DDA is for the purpose of economic development and is in the best interests of the public because the real property will be developed as residential affordable housing needed to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities to create and retain opportunities for employment for the residents of the City; and

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL HEREBY FINDS that the sale of the Property to Developer, without first offering it to the public, and for less than

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fair market value of the real property in the amount of one dollar ($1.00) subject to the terms and conditions of a DDA negotiated between the parties, is for purposes of economic development pursuant to NRS 268.063 and is in the best interests of the public.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2022.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

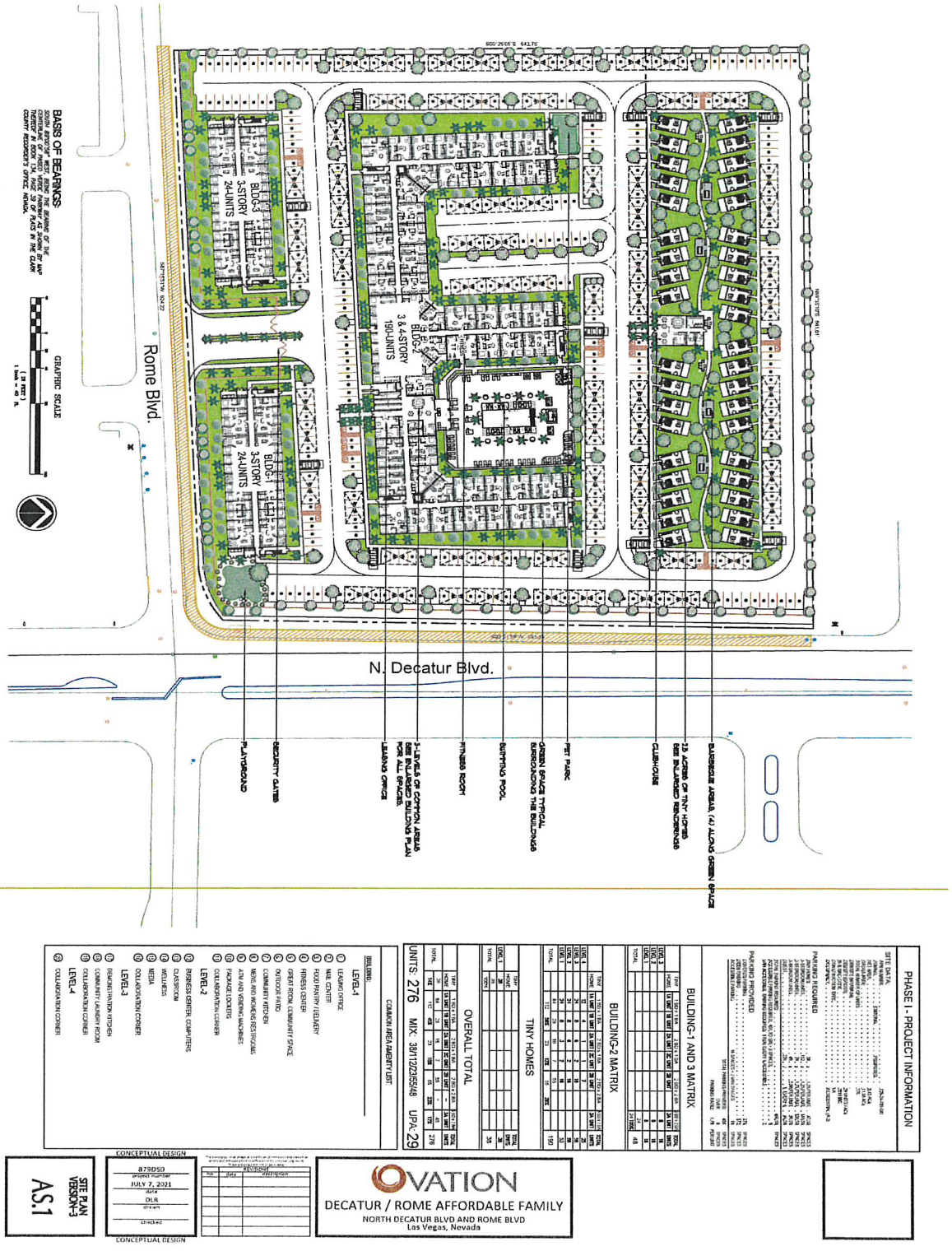
Dimitri P. Dalacas
Deputy City Attorney

By: _____ 6/1/2022
Deputy City Attorney Date

PL 21-1901.028

EXHIBIT “D”

SITE DEVELOPMENT PLAN



DECATUR & ROME
AFFORDABLE HOUSING DEVELOPMENT

City Council Meeting, June 15, 2022

Submitted at Meeting
Date: 6/15/2022 Items: 41, 45, and 46
Submitted by: Staff

6635 N. Decatur Boulevard
Las Vegas, NV 89131



- 9.5 Acres on Northwest Corner of N. Decatur and W. Rome Blvd.
- Former BLM Land, Acquired by the City of Las Vegas in 1999
- Affordable Housing Deed Restriction

COMPETITIVE BID PROCESS

March 8, 2021	Request for Proposal (RFP) released via the Nevada Government eMarketplace (NGEM) system for the development of affordable mixed-income rental housing multi-family apartments as well as for “tiny homes” for mixed-income households.
July 13, 2021	The RFP Closed. Applications were scored by panel.
October 26, 2021	Recommendation to Award Notification (RTA) was sent out awarding the project to Ovation Design and Development, Inc. (Ovation).

PUBLIC HEARING
APPRAISAL

Pursuant to NRS 268.059 – Two independent appraisals of real property are required before the sale or lease of real property unless:

1. A public hearing is held on the matter of the fair market value; and
2. The one appraisal is conducted no more than six months prior to real property being offered for sale.

Appraised By:	Matthew Buxton, MAI, SRA Southwest Property Consultants, Inc.
Valuation Date:	February 11, 2022
Report Date:	February 24, 2022
Value Conclusion:	$9,100,000

PROJECT OVERVIEW

- All units will be affordable (30% to 59% AMI)
- 238 Apartment Units
  - ❖ Three Buildings
  - ❖ 1, 2 & 3 Bedroom Units
- 38 Stand-alone “Tiny Homes”
  - ❖ Approximately 400 Square Feet
- Amenities
  - ❖ Pool, Clubhouse & Fitness Center
  - ❖ Business Center, Classroom Space & Community Kitchen

RENDERINGS – TINY HOMES



1C TINY HOME 1



1A TINY HOME 1



1C TINY HOME 1



1B TINY HOME 1

OVATION

DECATUR / ROME AFFORDABLE FAMILY
NORTH DECATUR BLVD AND ROME BLVD
Las Vegas, Nevada

RENDERINGS
TINY HOME 1
A0.4c

RENDERINGS – TINY HOMES



1D TINY HOME 2



1A TINY HOME 2



1C TINY HOME 2



1B TINY HOME 2

OVATION

DECATUR / ROME AFFORDABLE FAMILY

NORTH DECATUR BLVD AND ROME BLVD

Las Vegas, Nevada

RENDERINGS
TINY HOME 2
A0.5c

RENDERINGS – TINY HOMES



1D TINY HOME 3



1A TINY HOME 3



1C TINY HOME 3



1B TINY HOME 3

OVATION

DECATUR / ROME AFFORDABLE FAMILY

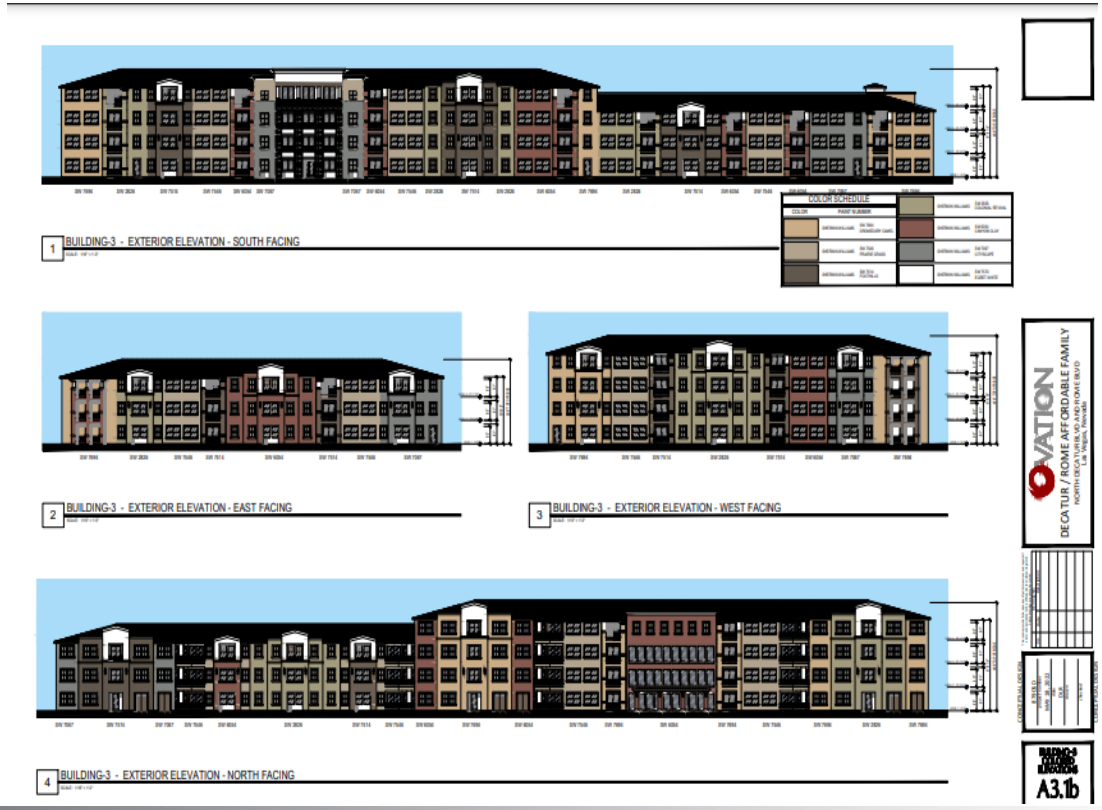
NORTH DECATUR BLVD AND ROME BLVD

Las Vegas, Nevada

RENDERINGS
TINY HOME 3

A0.6c

RENDERINGS - APARTMENT BUILDINGS



QUESTIONS?

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
47

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Greg Clemens to the Civil Service Board of Trustees

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council for a four-year term. Members of this board must be City residents and attendance is compensatory. Members are limited to two full terms, and there is no requirement to fill an unexpired portion of a term. Mr. Clemens was originally appointed in May of 2018 and is eligible for reappointment.

RECOMMENDATION:
Procedure for this board requires appointment by the City Council. The option is for any member of the City Council to recommend the reappointment of Mr. Clemens or advise staff to agenda an item at a future meeting to consider another nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

5-18-2022 **Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

BOARD OF CIVIL SERVICE TRUSTEES

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**LOIS MACK**	1-8-2014 (Reapp 12-6-2017)	1-8-2022
2.	**GREG CLEMENS**	5-2-2018	5-2-2022
3.	**VALERIE BROWN**	7-8-2020 (Effective 7-16-2020)	7-16-2024
4.	**VICKI QUINN**	5-18-2022	5-18-2026
5.	**RICHARD MANHATTAN**	11-6-2019	11-6-2023

******

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04; Ordinance 3307 (Bill 87-41); Ordinance 3311(Bill87-48); Ordinance 3321 (Bill 87-57); Ordinance 5346 (Bill 2001-70), of 8-1-2001 indicating Financial Disclosures requirement

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: $50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT (Ord. 3527, LVMC 2.49).**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PURPOSE: The Board of Civil Service Trustees administers the system of civil service

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
48

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Fawn Douglas to the Ward 3 seat on the Arts Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Arts Commission was created by City Council Ordinance No. 1944 in 1978 to serve as an advisory body to the City Council with respect to matters pertaining to the arts. The board consists of 12 members, terms are for four years and no member shall be reappointed more than once. Ward 3 is entitled to appoint one representative to the board. The former Ward 3 representative's term ended on June 14th. Ms. Douglas is eligible and wishes to serve.

RECOMMENDATION:
Options are: That Ward 3 appoint Ms. Douglas or advise staff to bring an item forward at a future meeting to consider a new nominee for the Ward 3 seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

ARTS COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**SUZANNE HACKETT-MORGAN** (Brian Knudsen, Ward 1 appt.)	10-6-2021	10-6-2025
2.	**ERIC ROBERTS** (Councilwoman Fiore, Ward 6 appt.)	6-1-2022	6-1-2026
3.	**HEATHER LYN BEDNARCZYK** (Mayor appointment)	4-20-2022 (Eff. 4-22-2022)	4-20-2026
4.	**MONIQUE ELLIS WESTFIELD** (Councilman Crear, Ward 5 appt.)	6-1-2022	6-1-2026
5.	**SANDY KARPEL** (Councilman Anthony, Ward 4 appt.)	7-8-2014 (Reappt 6-20-2018)	7-8-2022
6.	**JOHN PACHECO** (Councilman Coffin, Ward 3 appt)	6-6-2018 (Eff. 6-14-2018)	6-14-2022
7.	**DAVID STRAUS** (Mayor appointment) *(Replaces Polly Weinstein, resigned)*	6-17-2020	7-10-2022
8.	**RYAN HAMPTON** (Councilwoman Seaman, Ward 2 appt.) *(Replaces Heidi Gustafson, resigned)*	7-7-2021	11-20-2023
9.	**JENNIFER KLEVEN** (Appointed by Arts Commission)	9-17-2020 (eff. 10-15-2020)	10-15-2024
10.	**MICKEY SPROTT** (Appointed by Arts Commission)	9-21-2017 (Reappt 10-17-2019)	9-17-2023
11.	**JOHN CURRAN** (Mayor appointment)	2-22-2016 (Reappt 11-6-2019)	11-20-2023
12.	**ALLY R. HAYNES-HAMBLEN** (Authorized City Staff Member appointed by City Manager) Director, Cultural Affairs		

NOTES:

AUTHORITY: **L.V.M.C. 2.34**
Created by Ord. 1944, adopted 7-5-78, City-County. Arts Commission.
Created by Ord. 3288, adopted 5-20-87, L. V. Arts Commission, outlines appointments, qualifications, voting restrictions
Bill 91-18, Ord. 3571 adopted 5-1-91, outlines resignations, vacancies and reappointments
Ord. 3592, adopted 1991, Director of Leisure Services or authorized representative to serve as a voting member
Bill 2001-114, Ord. 5392, adopted 12-5-2001, increased membership from nine (9) members to twelve (12) members
Bill 2008-52, Ord. 6016, adopted 12-3-2008, transferred authority from the Director of Leisure Services to the City Manager to designate one representative of City staff to serve ex officio.

TERM: 4 years or until his or her successor is appointed and qualifies - Must fill unexpired terms. No member shall be reappointed more than once. Limited to 2 terms.

APPOINTED: 12 voting members as follows:
3 appt. by Mayor
6 (1 appt. by each Councilman)
2 appt. by the established Arts Commission
One member representative of City staff, appointed by the City Manager, or a designee, to serve as ex-officio
(Commission to consist of:
at least 1 but not more than 3 arts professionals
at least 1 but not more than 3 practicing artists.)

NOTES: No City residency requirement - No financial disclosure requirement.

PURPOSE: Serve as an advisory body to the City Council with respect to matters pertaining to the arts.

DEPT. SUPPORT:: Ally R. Haynes-Hamblen, Director, Office of Cultural Affairs
Rebecca Holden, Visual Arts Specialist II, Office of Cultural Affairs
Laura Machado, Visual Arts Specialist II, Office of Cultural Affairs

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
49

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2022-16 - Amends various sections of LVMC Chapter 6.75, pertaining to short-term residential rentals, to conform to and incorporate various recently-adopted provisions of State law, and amends other provisions of LVMC Titles 4, 6 and 19 to make corresponding changes. Proposed by: Seth T. Floyd, Director of Community Development

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend various sections of LVMC Chapter 6.75, pertaining to short-term residential rentals, to conform to and incorporate various recently-adopted provisions of State law. It will also amend other provisions of LVMC Titles 4, 6 and 19 to make corresponding changes. The amendment includes provisions that address State-law limitations on location and operation of such rentals, as well as provisions governing the licensing and regulation of accommodations facilitators in accordance with State law.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2022-16
2. Submitted at Meeting - Support Letter by Rae Lathrop

BILL NO. 2022-16

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF LVMC CHAPTER 6.75, PERTAINING TO SHORT-TERM RESIDENTIAL RENTALS, TO CONFORM TO AND INCORPORATE VARIOUS RECENTLY-ADOPTED PROVISIONS OF STATE LAW; AMEND OTHER PROVISIONS OF LVMC TITLES 4, 6 AND 19 TO MAKE CORRESPONDING CHANGES; AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Seth T. Floyd, Director of Community Development

Summary: Amends various sections of LVMC Chapter 6.75, pertaining to short-term residential rentals, to conform to and incorporate various recently-adopted provisions of State law, and amends other provisions of LVMC Titles 4, 6 and 19 to make corresponding changes.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 75, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.010: "Accommodations facilitator" means a person, other than the owner, lessee or other lawful occupant of a residential unit, or a manager of a residential unit, who, for a fee or other charge, brokers, coordinates, makes available or otherwise arranges for the rental of the residential unit or a room within a residential unit for the purpose of transient lodging. The term includes, without limitation, a hosting platform.

"Commercial vehicle" means a vehicle customarily used as part of a business for the transportation of goods or people.

"Hosting platform" means a person who, for a fee or other charge, provides on an internet website an online platform that facilitates the rental of a short-term residential rental residential unit on behalf of an operator, including, without limitation, through advertising, matchmaking or other means.

"Operator" means any person who owns, leases, controls, manages or operates a short-term residential rental unit or property. The term also includes any person who brokers, coordinates, makes available or otherwise arranges for the rental of such a unit or property to the extent that person does not qualify as an accommodations facilitator.

"Party" means a gathering of people that exceeds the maximum occupancy of a residential unit, as set forth in LVMC 6.75.090.

"Residential unit" means a single-family residence or an individual residential unit within a larger building, including, without limitation, a condominium, townhouse, duplex or other multifamily dwelling. The term does not include a timeshare or other property subject to the provisions of chapter 119A of NRS.

"Short-term residential rental" means the commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the unit for a period of less than thirty-one consecutive calendar days. The term also includes the renting or occupancy of a residential unit or a room within a residential unit for purposes of transient lodging, as described in Assembly Bill 363 of the 2021 Session of the Nevada Legislature. A short-term residential rental qualifies as transient lodging and is included in the definition thereof. The term does not include a "community residence," "facility for transitional living for released offenders," or any other facility with dwelling units that is specifically defined in LVMC Chapter 19.18.

"Transient lodging" is as defined in LVMC 4.20.020.

SECTION 2: Title 6, Chapter 75, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.020: (A) No person shall engage in the business of offering or operating a short-term residential rental without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Chapter for each short-term residential rental unit. Where there are multiple dwelling units on the same property, each unit must be licensed individually.

(B) If a short-term residential unit is managed by a person other than the licensee or a principal of the licensee for that unit, that person must possess a valid license from the State of Nevada and the City to manage property.

(C) [The holder of a license under this Chapter is the person primarily responsible for compliance with the obligations that are imposed on an operator by this Chapter, whether or not that person

owns the real property on which the short-term residential rental is located. In the case of a short-term residential rental whose affiliated licensee is not the property owner, the property owner is secondarily responsible for compliance.

(D) Commencing on July 1, 2017, no person is eligible for a new license for a short-term residential rental under this Chapter unless the person qualifies as an owner of the parcel on which the short-term residential unit is located. For purposes of the preceding sentence, "owner" includes any person who is listed as an owner of record of the unit in the records of the Clark County Assessor or, in the case of a unit that is owned by a trust or other corporate or legal entity, a trustee or principal of that trust or entity. Short-term residential rentals that are licensed as of July 1, 2017, shall have two years from that date within which to terminate operations or achieve licensing by an owner.] Except as otherwise permitted by City ordinance and State law for existing licensees, no person is eligible for a license for a short-term residential rental under this Chapter unless the person qualifies as an owner of the parcel on which the short-term residential unit is located and is a resident occupying that unit as his or her primary residence. In addition, the unit must qualify as owner-occupied during each period the unit is rented. For purposes of this Subsection (C), including the determination of who qualifies as an owner, whether a particular unit is being occupied by an owner, and whether a particular is being used as a short-term residential rental under this Chapter:

(1) "Owner" includes any person who is listed as an owner of record of the unit in the records of the Clark County Assessor or, in the case of a unit that is owned by a trust or other corporate or legal entity, a trustee or principal of that trust or entity.

(2) A dwelling unit qualifies as "owner-occupied during each period the unit is rented" only if the owner continues to reside at the unit throughout the rental period, the dwelling unit is the owner's primary residence, and the owner's occupancy includes occupancy and use of a bedroom or other room intended for sleeping purposes. In determining occupancy by the owner during any rental period, the owner's absence, if any, from the unit during the rental period must be attributable only to employment or to the running of typical personal or household errands.

(3) A person who purports to hold a fractional ownership interest (or any other

shared, joint, common, partial, cooperative or community ownership interest) in property that he or she occupies shall be deemed to be a guest and not an owner of that property unless the person's ownership interest in the property at the time of occupancy:

(a) Is at least twenty-five percent; and

(b) Has been established in that person's name by means of a document duly recorded in the property records of Clark County.

(4) A person who purports to hold an ownership interest of any kind in property that he or she occupies shall be deemed to be a guest and not an owner of that property if it appears that the documents or other indices of ownership demonstrate an intent to circumvent or otherwise avoid the application of LVMC Chapter 6.75 or applicable Conditional Use Regulations under LVMC 19.12.070, or any requirement or limitation thereof.

(D) No person is eligible for a license under this Section if:

(1) The person has five or more licenses under this Section that are associated with the same Nevada business license issued pursuant to NRS Chapter 76;

(2) The number of licenses under this Section within the same residential unit would exceed one;

(3) Issuance of the license would result in more than ten percent of the residential units or rooms within the residential units in a multifamily dwelling being rented for the purposes of transient lodging;

(4) Issuance of the license would violate a prohibition against such rentals or a stricter limitation established by the owner of a multifamily dwelling; or

(5) The short-term residential rental is located in a common-interest community, unless the governing documents of the community expressly authorize the rental of a residential unit or a room within a residential unit for the purposes of transient lodging.

(E) Except as otherwise permitted by City ordinance and State law for existing licensees, it is unlawful to rent for transient lodging purposes a residential unit or a room within a residential unit that

is located in an apartment building. For purposes of this Subsection, "apartment building" means an "apartment house," as defined in LVMC 19.18.020.

SECTION 3: Title 6, Chapter 75, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.040: Each application for a short-term residential rental license shall contain or include the following information and documentation:

(A) The name, signature, address and telephone number of the owner of the residential dwelling to be associated with the license.

(B) The name, address and telephone number of any property manager or property management firm that will be operating the short-term residential rental.

(C) The name, address and telephone number (including a telephone number that provides for communication twenty-four hours a day) of the local contact person who will respond to complaints regarding the condition, operation, or conduct of the occupants of the short-term residential rental unit.

(D) The address of the residential dwelling proposed to be used as a short-term residential rental.

(E) The number of bedrooms, as determined by the City pursuant to the conditional use verification process described in LVMC 19.12.040(C).

(F) If the proposed short-term residential rental unit is located [within a gated subdivision or controlled-access building that is governed by an owners' association,] in a common-interest community, a letter or other documentation from the governing association acknowledging the proposed use, documenting that the rental of the unit is expressly authorized by the governing documents of the community and, if necessary, granting access to occupants of the proposed rental unit. The burden of demonstrating that the rental of a unit is expressly authorized by the community is on the applicant.

(G) A list of all [hosting platforms] accommodations facilitators that the applicant proposes to use to market, advertise, offer, solicit customers for, or make available for commercial use the short-term residential rental applied for.

(H) Proof of, or a commitment to provide, current, valid liability insurance coverage in a

minimum amount of $500,000.00.

(I) An affidavit attesting that there are no delinquent room tax liabilities or liens regarding the property to be used as a short-term residential rental.

SECTION 4: Title 6, Chapter 75, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.060: The operator of a short-term residential rental, as well as an accommodations facilitator as required by LVMC 6.75.128, shall comply with all provisions of LVMC Chapters 6.46 and 4.20 that pertain to the collection of room taxes by the operator of an establishment subject to those chapters, as well as the associated recordkeeping requirements. Without limiting the effect of the preceding sentence, the [operator of a residential short-term rental shall comply specifically] required compliance includes specific compliance with the following [sections:] Sections:

6.46.040;

6.46.050;

6.46.060;

6.46.070;

6.46.080;

6.46.100;

6.46.130;

6.46.140;

6.46.150;

4.20.030;

4.20.035;

[4.20.037;]

4.20.040;

4.20.060;

4.20.070;

4.20.110;

4.20.140;

4.20.150;

4.20.160.

SECTION 5: Title 6, Chapter 75, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.090: (A) The operator shall post a copy of the license along with a copy of this Section 6.75.090 in a conspicuous place within the short-term residential rental unit.

(B) The maximum occupancy of a short-term residential rental unit shall not exceed [either] any of the following limits:

(1) Two persons per bedroom (but excluding children under the age of twelve); [or]

(2) The maximum occupancy limits for residential dwellings established by the Uniform Housing Code, as adopted in LVMC Chapter 16.20[.]; or

(3) Sixteen persons within that unit at any given time.

(C) All occupant vehicles shall be parked on site, and shall not be parked in the adjacent public right-of-way. No commercial vehicles shall be permitted on the short-term residential rental unit property or parked in the adjacent public right-of-way, except where otherwise permitted in commercial zoning districts.

(D) Notwithstanding the provisions of LVMC Chapter 9.16, the use of any radio receiver, stereo, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound shall take place only within an enclosed short-term residential rental unit. The property owner or operator of a short-term residential rental unit shall use reasonably prudent business practices to ensure that the occupants or guests of the rental unit do not create unreasonable noise or disturbances.

(E) The operator shall make available a local twenty-four-hour phone number that provides the capability of producing a response within two hours to complaints regarding the condition,

operation, or conduct of the occupants of the short-term residential rental unit. Failure of the operator or an employee or agent to respond to the complainant within two hours shall constitute a violation of this Chapter. In the case of a short-term residential rental unit with more than five bedrooms, compliance with this Subsection (E) requires the operator to engage as its agent for the purpose of responding to complaints a company licensed to provide security pursuant to NRS Chapter 648. For purposes of the preceding sentence, a dwelling unit is presumed to have the number of bedrooms indicated in the records of the Clark County Assessor's Office that pertain to that unit, but that presumption may be rebutted by inspection or other competent evidence.

(F) A placard shall be displayed on the exterior of each short-term residential rental unit listing the information set forth below in this Subsection (F). The placard shall be in plain view of the general public at all times the short-term residential rental unit is occupied and shall be a minimum of eight and one-half inches by eleven inches in size. The placard must specify the maximum occupancy allowed pursuant to this Section, as well as the twenty-four-hour contact information required by Subsection (E) of this Section. The information required by the preceding sentence must be in a minimum legible font of seventy-two-point or a minimum of one and one-half inches in height. The required contact information shall include a full name and telephone number of the contact.

(G) Trash and refuse shall not be left or stored in public view, except in proper containers for the purpose of collection in accordance with the requirements of Chapter 9.08. The owner of the property or manager of the short-term residential rental unit shall be responsible for notifying occupants of trash disposal procedures and for maintaining compliance with the requirements of Chapter 9.08.

(H) Consistent with and as a reflection of the definition of the term "short-term residential rental" set forth in this Chapter, no short-term residential rental unit may be rented for the purpose of holding weddings, parties, receptions or similar events that typically are held at a banquet facility or other facility that is made available for the holding of events on a commercial basis. Any use of the short-term residential rental unit is limited to activities that are incidental to its use for dwelling, lodging or sleeping purposes.

(I) All written or visual advertising for the short-term residential rental must include the business license number assigned to the rental unit.

(J) The operator of a short-term residential rental must obtain, and continuously thereafter maintain, valid liability insurance coverage in the minimum amount specified by Subsection (H) of LVMC 6.75.040. Before commencement of operation, the operator shall file with the Department a certificate of insurance documenting compliance with the insurance requirement, as well as upon future request by the Department.

(K) The rental of a residential unit or a room within a residential unit for less than the minimum period for the residential unit is prohibited. If the residential unit:

(1) Is owner-occupied, the minimum period for the rental is one night.

(2) Is not owner-occupied, the minimum period for the rental is two nights.

SECTION 6: Title 6, Chapter 75, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto four new sections, designated respectively as Sections 122, 124, 126 and 128, reading as follows:

6.75.122: (A) No person shall engage in the business of offering a short-term residential rental as an accommodations facilitator without first obtaining and thereafter maintaining a valid unexpired license as an accommodations facilitator pursuant to this Chapter.

(B) An accommodations facilitator who brokers, coordinates, makes available or otherwise arranges for the rental of a short-term residential rental within the City is deemed to be engaged in the business of providing transient lodging within the City and to be the person providing the transient lodging. However, the "deemed to be" provisions of the preceding sentence:

(1) Are solely for the purposes of imposing, collecting and remitting all taxes on the gross receipts from the rental of transient lodging; and

(2) By themselves do not, create, expand or alter any other liability, duty, obligation or responsibility of the accommodations facilitator for, or relating to, the short-term residential rental.

6.75.124: The holder of a license under LVMC 6.75.122 shall pay, in advance, an annual fee of three thousand dollars.

6.75.126: Each application for a license under LVMC 6.75.122 shall contain the information described in LVMC 6.02.080, as well such other information and documentation as the Director may require.

6.75.128: With respect to transactions it brokers, coordinates, makes available or otherwise arranges for regarding the rental of short-term residential rentals within the City, each accommodations facilitator licensed under this Chapter shall:

(A) Collect and remit to the City, on a monthly basis, all transient lodging taxes imposed on the gross receipts from the rental of those short-term residential rentals. This requirement includes compliance with the requirements placed upon an operator pursuant to LVMC Chapter 4.20 and LVMC 6.75.060.

(B) In advance of any activity to broker, coordinate, make available or otherwise arrange for any short-term residential rental for a fee, verify that the short-term residential rental has been issued a City business license under LVMC 6.75.030.

(C) Include within the listing of any short-term residential rental located within the City:

(1) The number of the City business license issued under LVMC 6.75.030 for that rental; and

(2) If the short-term residential rental is owner-occupied, a notice or representation that the rental is owner-occupied and that less than the entire dwelling is available for rent.

(D) Upon request by the Director and from time to time, report to the Director all current listings of such short-term residential rentals that the accommodations facilitator is brokering, coordinating, making available or otherwise arranging for as transient lodging, and, if so requested by the Director, a report of such listings for a specified period in the past. Any such report shall include the following information:

(1) City business license number;

(2) Name of business; and

(3) Physical address for listing.

SECTION 7: Title 6, Chapter 75, Section 130, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.130: (A) Each [hosting platform] accommodations facilitator that facilitates the rental of a short-term residential rental within the City must submit to the Department a quarterly report that includes the information [set forth in Subsection (C) of] described in this Section.

(B) Each operator must submit to the Department a quarterly report that includes the information [set forth in Subsection (C) of] described in this Section, but only to the extent that such information is not collected by [a hosting platform.] an accommodations facilitator.

(C) Each report required by Subsections (A) and (B) of this Section must be in a accessible and readable format acceptable to the Department and must state, for the quarter being reported and with respect to short-term residential rentals within the City:

(1) The number of bookings, listings, and operators;

(2) The average number of bookings per listing;

(3) Current year-to-date booking value;

(4) Current year-to-date revenue collected from all short-term residential rentals through the [hosting platform,] accommodations facilitator, disaggregated by operator; and

(5) The average length of a short-term residential rental.

(D) From time to time the Director may add to the list of items required to be reported pursuant to Subsection (C) of this Section. After the Department provides appropriate notice to accommodations facilitators of each such addition, subsequent quarterly reports under this Section must include those additions.

SECTION 8: Title 6, Chapter 75, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.140: (A) In accordance with State law, the Department is authorized to issue a subpoena for the production of documents, records, or materials relevant for determining whether a short-term residential rental in the City has been rented in violation of any law of this State or a City ordinance. Any such subpoena may only be issued if:

(1) There is sufficient evidence to support a reasonable belief that a short-term residential rental in the City has been rented or is being rented in violation of any law of this State or a City ordinance; and

(2) The subpoena identifies the short-term residential rental alleged to be in violation of any law of this State or City ordinance and the provision of law or ordinance allegedly violated.

(B) Any subpoena issued pursuant to Subsection (A) must be mailed by regular and certified mail to the [hosting platform] accommodations facilitator or, if applicable, the operator who was required to file a quarterly report regarding the short-term residential rental pursuant to LVMC 6.75.130. In the case of a subpoena issued to a [hosting platform] accommodations facilitator that is a business entity with a registered agent, the subpoena must be mailed to the registered agent, in addition to the [hosting platform] accommodations facilitator at any address the Department may have on file for the [hosting platform.] accommodations facilitator.

(C) A [hosting platform] accommodations facilitator to whom a subpoena has been issued pursuant to this Section must:

(1) Provide notice of the subpoena to the operator of the short-term residential rental identified in the subpoena who engaged the services of the [hosting platform] accommodations facilitator and provided the short-term residential rental identified in the subpoena; and

(2) Produce any subpoenaed books, papers, or documents not later than twenty-one days after providing notice to the operator, unless otherwise ordered by a court.

(D) An operator to whom a subpoena has been issued pursuant to this Section must produce any subpoenaed books, papers, or documents not later than twenty-one days after issuance of the subpoena, unless otherwise ordered by a court.

(E) If a person to whom a subpoena has been issued pursuant to this Section refuses to produce any document, record, or material that the subpoena requires, the Department may apply to the district court for the enforcement of the subpoena.

SECTION 9: Title 6, Chapter 2, Section 460, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.460: (A) Except as otherwise provided in [Subsection (B),] this Section, the civil fines for violations that are processed under the provisions of LVMC 6.02.390 to 6.02.460, inclusive, are as follows:

(1) For a first offense, two hundred fifty dollars.

(2) For a subsequent offense, five hundred dollars.

(B) The civil fine [for violations processed under the provisions of LVMC 6.02.390 to 6.02.460, inclusive,] for violations of any provision of LVMC Chapter 6.50 is five hundred dollars for each offense.

(C) For violations of LVMC Chapter 6.75 by the holder of a license under that Chapter, whether a license to operate a short-term residential rental or to act as an accommodations facilitator, the civil fine is one thousand dollars for each single violation or the nightly rental value of the short-term residential rental, whichever is greater.

(D) For a violation of LVMC Chapter 6.75 by a person who makes available a short-term residential rental without holding a license under that Chapter, the civil fine shall be not less than one thousand dollars nor more than ten thousand dollars for each violation. The amount of the fine shall take into account and be based upon:

(1) The severity of the violation;

(2) Whether the person who committed the violation acted in good faith; and

(3) Any history of previous violations of the provisions of LVMC Chapter 6.75 or any other ordinance related to transient lodging, as defined in LVMC 4.20.020.

[(C)] (E) In connection with any violation sustained or confirmed by judgment of a Hearing Officer, a separate fine may be assessed for each day the violation occurred or continued to the extent the violation on that day was alleged in the Notice of Violation.

SECTION 10: Title 4, Chapter 20, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.010: (A) The taxes imposed by Sections 4.20.030 and 4.20.080 are for the purpose of

constructing and supporting convention halls and related facilities by the Las Vegas Convention and Visitors Authority for the benefit of the City and its residents and for the fulfillment of statutory requirements of NRS 244A.645 and any agreements of the City with the Las Vegas Convention and Visitors Authority and other government entities in Clark County, Nevada, in pursuance thereof concerning the pledge or commitment of these taxes.

(B) The taxes imposed by Section 4.20.035 are for the purposes of supporting the State fund for the promotion of tourism; advertising the resources of the City which are related to tourism, including available accommodations, transportation, entertainment, natural resources and climate, and to promote special events which are related thereto; and supporting capital projects of the Clark County School District.

[(C) The taxes imposed by Section 4.20.037 are for the purposes of providing funds for:

(1) Constructing, acquiring, improving, operating or maintaining urban projects, or any combination thereof, including, without limitation, recreational facilities and other projects designed to encourage tourism or to improve the aesthetic environment of the central business area located within the boundaries of the district described in Appendix A of this Chapter;

(2) Paying the principal and interest on notes, bonds or other obligations issued by the City to fund such projects; or

(3) Any combination of those uses.]

SECTION 11: Title 4, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.020: "Director" means the Director of Finance or a designee.

"Operator" means any person who owns, leases, controls, manages, brokers, coordinates, makes available or otherwise arranges for, or operates an establishment that [rents or holds out for rent guestrooms on a daily or less than weekly basis] qualifies as transient lodging.

"Transient lodging" or "transient lodging establishment" means any establishment, facility, structure, or portion of any structure which is located within the City and is occupied or intended or designed

for occupancy primarily by transient guests who pay rent for dwelling, lodging, or sleeping purposes.

SECTION 12: Title 4, Chapter 20, Section 37, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 13: Title 4, Chapter 20, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.040: Occupants renting rooms in such establishments as are contemplated in Sections 4.20.030[,] and 4.20.035 [and 4.20.037] shall pay the tax for the first thirty days of continuous occupancy regardless of the period upon which the rental is based. After thirty days' continuous occupancy of a [particular] room in an establishment covered by Sections 4.20.030 and 4.20.035, [and 4.20.037,] the occupant shall be considered a resident guest and not subject to the payment of room tax.

SECTION 14: Title 4, Chapter 20, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.050: The taxes fixed by Sections 4.20.030[,] and 4.20.035 [and 4.20.037] are in addition to those imposed by Chapter 6.46.

SECTION 15: Title 4, Chapter 20, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.060: A collection fee is allowed for operators of establishments referred to in Sections 4.20.030[,] and 4.20.035, [and 4.20.037,] in an amount equal to two percent of the amount of the tax [collected, providing] due, provided that all the taxes due [the City] are paid to the [Department] City on or before the fifteenth day of the month following the month for which the tax is due. No collection fee is allowed for payments made after that date.

SECTION 16: Title 4, Chapter 20, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.070: The room tax imposed by Sections 4.20.030[,] and 4.20.035 [and 4.20.037,] shall be [collected by the operator from the paying guests and] shown as an add-on to the charge for occupancy of the rooms[.] and collected by the operator (or an accommodations facilitator, if applicable, and if not covered

by the definition of "operator"). The operator [is] (and an accommodations facilitator, if applicable, and if not covered by the definition of "operator") are liable to the City for such taxes whether or not they are actually collected. [from the paying guest.] Such taxes shall be [paid to the Department by the licensee] remitted to the City by the operator or accommodations facilitator on or before the fifteenth day of the month following the month in which the taxes accrued and shall be deemed delinquent if not paid on or before such date. Remittance of taxes must be accompanied by supporting documentation, including reports that may have been required or are required by the City. Such documentation and reports must be submitted for each month regardless of whether or not the corresponding rooms or property have been rented during the month being reported.

SECTION 17: Title 4, Chapter 20, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.100: Any licensee or operator (or accommodations facilitator, if applicable, and if not covered by the definition of "operator") failing to pay the taxes imposed by Sections 4.20.030, 4.20.035[, 4.20.037] and 4.20.080 by the due dates provided by this Chapter shall pay in addition to such tax, a penalty of ten percent of the amount thereof, plus interest on the amount of such delinquency at the rate of one and one-half percent per month, or fraction thereof, from the date when such tax became due and payable until the date of payment.

SECTION 18: Title 4, Chapter 20, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.140: It shall be unlawful for any licensee or operator (or an accommodations facilitator, if applicable, and if not covered by the definition of "operator") required to collect the room tax imposed by Section 4.20.030[,] or Section 4.20.035 [or 4.20.037] to fail to maintain adequate room records or to fail to make adequate records available, within seventy-two hours of written notice, to the Director or to any other person designated by him for the purpose of conducting an audit. These records must be made available [within the City of Las Vegas] to the City during normal business hours. Adequate room records shall mean the following: Journal, daily cash summary, registration cards, and folio for the three-year period preceding the date of audit[.], as well as any other records deemed necessary by the Director to determine room tax.

SECTION 19: Title 4, Chapter 20, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.150: No person shall advertise that the room tax imposed by Section 4.20.030[,] or Section 4.20.035 [or 4.20.037] will be absorbed by the establishment. It is unlawful for [any licensee or any person acting for the operator to fail to collect the room tax from paying occupants, and it is unlawful for any operator to fail to remit the tax to the City.] an operator (or an accommodations facilitator, if applicable, and if not covered by the definition of "operator" or person acting for the operator) to fail to:

(A) Collect the room tax from paying occupants;

(B) Remit the tax to the City; or

(C) Provide to the City the documentation necessary to support the determination, collection and remittance of room tax, as well as any reports that may have been required or are required by the City pursuant to this Chapter.

SECTION 20: Title 4, Chapter 20, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.20.160: The Director of the Department of Finance [and Business Services] of the City shall, within twenty days from the close of the preceding calendar month, transmit:

(A) The total amount received pursuant to Sections 4.20.030 and 4.20.080 to the Las Vegas Convention and Visitors Authority to be used for the purposes set forth in subsection (A) of Section 4.20.010;

(B) Three-eighths of the first one percent received pursuant to Section 4.20.035 to the Nevada Department of Taxation for deposit with the State Treasurer for credit to the fund for the promotion of tourism;

(C) Five-eighths of the first one percent received pursuant to Section 4.20.035 to the Las Vegas Convention and Visitors Authority to be used for the purposes set forth in subsection (B) of Section 4.20.010; and

(D) The remaining proceeds received pursuant to Section 4.20.035 to the Clark County

Treasurer for deposit in the Clark County School District's fund for capital projects. [; and

(E) The total amount received pursuant to Section 4.20.037 to the treasury of the City to be used as provided in Section 4.20.010(C), as directed by the City Council.]

SECTION 21: Title 4, Chapter 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by repealing in their entirety Appendix A and Appendix B that appear at the end of that Chapter.

SECTION 22: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 23 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 23: Title 19, Chapter 12, Section 70, is amended by amending the entry for the use "Short-Term Residential Rental" to read as follows:

Short-Term Residential Rental

Description: The commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the entire dwelling unit or one or more individual rooms within the unit for a period of less than 31 consecutive calendar days. This use does not include a "Community Residence," "Facility for Transitional Living for Released Offenders," or any other facility with dwelling units that is specifically defined in Chapter 19.18. For purposes of this Title, this use does not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit. In the case of a single parcel containing more than one dwelling unit, each dwelling unit constitutes a separate short-term residential rental use.

Conditional Use Regulations:

1. The operator must obtain a business license to operate the use.

2. The use must comply on an ongoing basis with all governmental licensing and regulatory requirements, including the payment of applicable room taxes and licensing fees.

3. The use must comply with the City's noise regulations as they apply to residential uses.

4. The use may not be located closer than:

a. 660 feet to any other Short-Term Residential Rental use[.]; or

b. 2,500 feet to a resort hotel, as defined in NRS 463.01865.

5. Vehicle parking associated with the use shall comply with applicable parking regulations, and vehicles of guests and invitees shall not obstruct traffic or access to other properties in the area.

6. In addition to and independent of any enforcement authority or remedy described in this Title, the failure to comply with a Conditional Use Regulation associated with this use may be enforced as in the case of a violation of Title 6 by means of a civil proceeding pursuant to LVMC 6.02.400 to 6.02.460, inclusive.

7. On any particular parcel, the use is limited to a single residential dwelling unit that is owner-occupied during each period the unit is rented and that has no more than three bedrooms, with a maximum occupancy not to exceed the limits set forth in LVMC 6.75.090. The dwelling unit is presumed to have the number of bedrooms indicated in the records of the Clark County Assessor's Office that pertain to that unit, but that presumption may be rebutted by inspection or other competent evidence. For purposes of this Regulation 7,[:

a. "Owner" includes any person who is listed as an owner of record of the unit in the records of the Clark County Assessor or, in the case of a unit that is owned by a trust or other corporate or legal entity, a trustee or principal of that trust or entity.

b. A dwelling unit qualifies as "owner-occupied during each period the unit is rented" only if the dwelling unit is the owner's primary residence, the owner continues to reside at the unit throughout the rental period, and the owner's absence, if any, from the unit during the rental period is attributable only to employment or to the running of typical personal or household errands.] ownership shall be determined in accordance with Subsection (D) of LVMC 6.75.020.

8. The use is allowed in the P-O, O, C-1, C-2 and C-PB Zoning Districts only in connection with the residential component of a mixed-use development or in a dwelling unit permitted as a legal nonconforming use.

9. This use is unavailable and prohibited within a residential unit or a room within a residential unit that is located in an apartment building. For purposes of this Regulation, "apartment building" means an "apartment house," as defined in LVMC 19.18.020.

[9.] 10. The Special Use Permit provisions of LVMC 19.12.040(B) do not apply to this use.

On-site Parking Requirement: For any short-term residential rental that has no more than 5 bedrooms, no additional parking is required beyond that which is required for the principal use on the site. For units with more than 5 bedrooms, 1 additional space shall be required for every 2 additional bedrooms or fractional portion thereof.

SECTION 24: 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 25: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 23 of this Ordinance.

SECTION 26: Notwithstanding any other provision of this Ordinance, any person who has been lawfully issued a City license before July 1, 2022, to make available for rent a residential unit or a room within a residential unit for the purposes of transient lodging may continue to operate under his or her original authorization despite any provisions of City ordinances that may conflict with the location or type of residential unit, including, without limitation, any requirements adopted by the ordinance for the minimum distance between residential units. However, the provisions of this Section apply only to the original holder of the license and do not transfer to subsequent owners or occupants of a residential unit or room within a residential unit. A City license issued before July 1, 2022, shall be deemed an authorization issued pursuant to Section 22 of Assembly Bill 363 of the 2021 Session of the Nevada Legislature. Such a license may be suspended, terminated or revoked on or after July 1, 2022, in accordance with the provisions of this Ordinance and the Municipal Code that pertain to short-term residential rentals, for violations of those provisions that pertain to matters other than the location or type of residential unit.

SECTION 27: 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 28: 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 29: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-2022
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2022, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2022, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

Good morning Mayor Goodman and members of the Council. My name is Rae Lathrop and I'm speaking on behalf of Nevadans for the Common Good regarding item 49 on today's agenda.

My neighborhood along with 4 other neighborhood associations located in downtown las vegas, have been a member of NCG for 3 years. Nevadans for the Common Good (NCG) is a broad-based community organization with 40 institutional members across Southern Nevada. Over the past several months, we've conducted numerous workshops on housing concerns, walked neighborhoods in various parts of the valley, including in the downtown south neighborhoods and the historic westside, and held 3 large community meetings with County Commissioners and Councilwoman Diaz with over 250 attendees. We've heard countless stories related to the lack of affordable housing, tenants' protection, and the impact of short-term vacation rentals on access to housing and neighborhood quality of life.

The proliferation of uncontrolled vacation rentals is linked to the tightening housing market - in the downtown neighborhood, there are multiple apartment complexes that are entirely available for vacation rentals only. The units should be available for teachers, nurses, grandparents, and students.

Nevadans for the Common Good support the changes being proposed to the existing STR ordinance on your agenda today. Specifically, we agree that:

- the licensing of "accommodation facilitators" will be an important step in holding the online platforms accountable for their role in facilitating potentially illegal and harmful businesses.
- We believe that this new provision will be the most powerful tool to limit non-compliant homeowners.
- Additionally, The associated reporting requirements will ensure that short-term rental businesses can be enforced to a degree that the city has lacked in previous iterations of this ordinance
- We also affirm the City's leadership in maintaining the owner-occupied requirement within the licensing process. This requirement ensures that our homes are first available to long-term residents and allows for residents to host visitors without removing housing stock from our community. For the long-term health of our economy and community, retaining existing housing stock for residents should remain a priority when considering regulations on short-term rentals.

We hope all these provisions remain in the final version of the ordinance.

Nevadans for the Common Good, all of our members including our neighborhoods, nonprofits, and congregations, are committed to continuing to work with City of Las Vegas staff and officials as this ordinance is implemented and enforcement is strengthened.

Submitted at City Council

Date 6/15/22 Item 49

By: Rae Lathrop

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
50

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2022-17 - Amends LVMC 19.18.020 to expand the definition of “regional mall” for purposes of distance requirements. Sponsored by: Councilwoman Michele Fiore

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 19.18.020 to expand the definition of “regional mall” for purposes of distance requirements. According to the Department of Planning, the expansion will allow the consideration of additional types of malls with more contemporary designs and configurations that are consistent with the climate and development of Southern Nevada.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2022-17

BILL NO. 2022-17

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 19.18.020 TO EXPAND THE DEFINITION OF "REGIONAL MALL" FOR PURPOSES OF DISTANCE REQUIREMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends LVMC 19.18.020 to expand the definition of "regional mall" for purposes of distance requirements.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 18, Section 20, is amended by amending the definition of the term "Regional Mall" to read as follows:

Regional Mall. A structure or area that qualifies under either 1 or 2 below:

1. An enclosed structure with a minimum square footage of three hundred fifty thousand square feet:

[1.] a. That is used or intended to be used as an assemblage of various tenants, including without limitation retail uses, personal service uses, food service uses, and other ancillary uses;

[2.] b. That includes a minimum of two major anchor tenants; and

[3.] c. In which the typical means of access to the various uses in from inside the mall structure.

2. A commercial area containing open spaces, plazas and enclosed structures, where the area:

a. Is used or intended to be used as an assemblage of various tenants, including without limitation retail uses, personal service uses, food service uses, and other ancillary uses;

b. Is located on one or more contiguous parcels with a minimum area of twenty five gross acres;

c. Includes enclosed structures with a minimum gross floor area of two hundred thousand square feet; and

d. Includes a minimum of one anchor tenant with a minimum of one hundred thousand square feet.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.18.020 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-2022
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2022, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2022, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
51

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0108-SDR1 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: CHURCH MOUNT SINAI MISSIONARY, ET AL - For possible action on a Land Use Entitlement project request FOR A PROPOSED 5,279 SQUARE-FOOT MULTIPURPOSE FACILITY ADDITION TO AN EXISTING 2,803 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.79 acres at 989, 1013 and 1025 Balzar Avenue (APNs 139-21-610-012 through 014), C-V (Civic) Zone, Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	1
City Council Meeting	0	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Abeyance Request from KME Architects
2. Location and Aerial Maps
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division
8. Submitted after Final Agenda - Support Postcards
9. Backup Documentation Submitted for the May 10, 2022 Planning Commission Meeting

kme ARCHITECTS

RECEIVED
CITY CLERK

2022 JUN -6 A 11: 56

June 06, 2022

City of Las Vegas
Department of Planning | Long Range & Sustainability Division
495 S. Main Street
Las Vegas, NV 89101

Melvin Green
Principal

Emanuele Arguelles
Principal

Attention: Steve Swanton, AICP
Senior Planner
Request For Abeyance: Mount Sinai Missionary Church application 22-0108-SDR1 - Site Development Plan Review with Landscape Waiver
APN(s): 138-21-610-012 thru 014)

KME Architects, on behalf of our client, Mount Sinai Missionary Church are pleased to submit this formal letter requesting that the current application 22-0108-SDR1 - Site Development Plan Review that will come before the City Council on June 15th, 2022, be held in abeyance for 30 days because the site is being re-designed due to flood zone issues.

The June 15th hearing is for possible action on a land use entitlement project request for a proposed 5,279 square-foot multipurpose facility addition to an existing 2,803 square foot church/house of worship with waivers of perimeter landscape buffer requirements on 0.79 acres at 989, 1013 and 1025 Balzar avenue (APNs 139-21-610-012 through 014), C-V (civic) zone, ward 5.

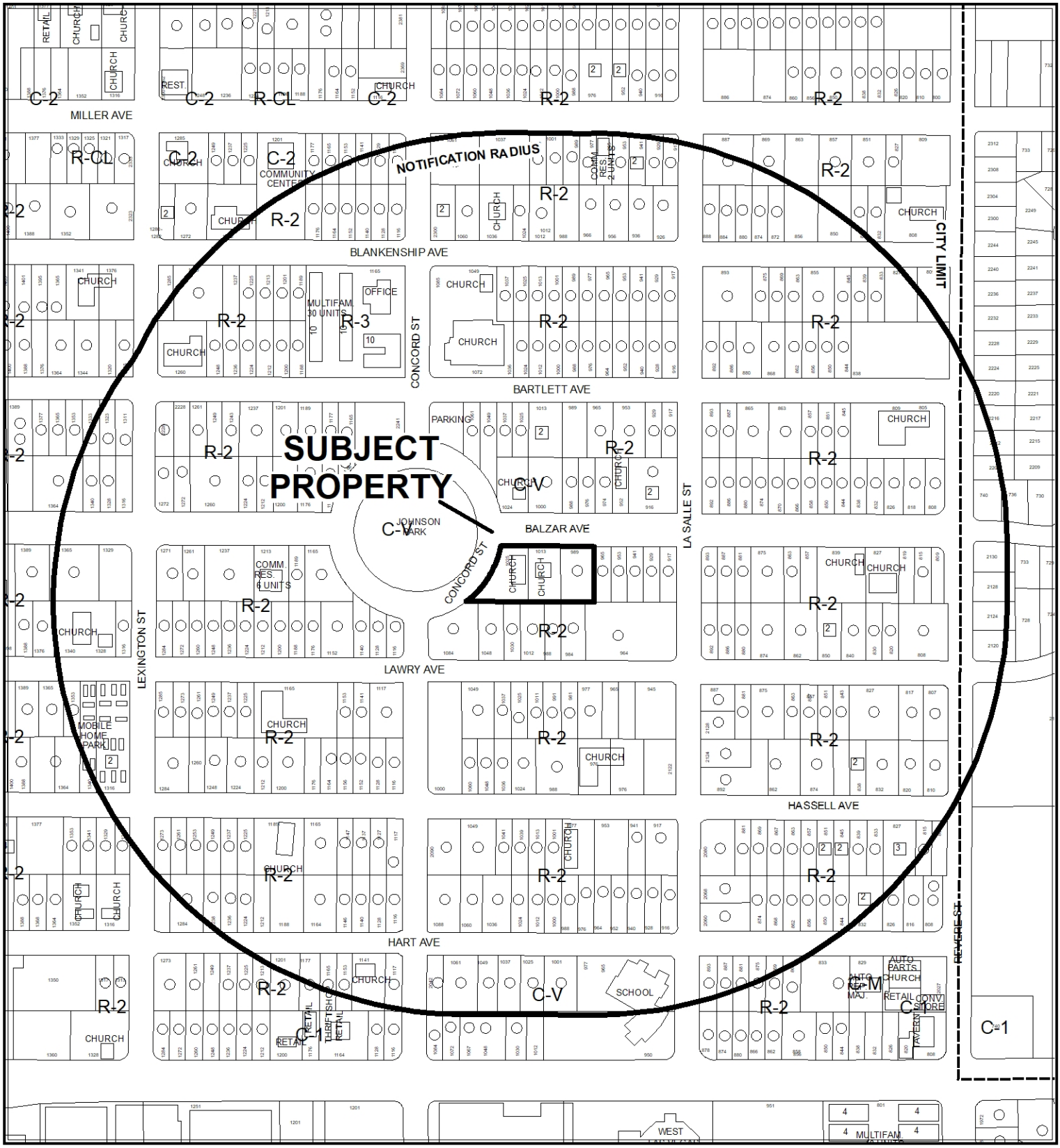
Thank you for your time and consideration.

Best regards,

Melvin Green

8367 west flamingo rd., suite 100 las vegas nevada 89147
o7028882088 | f7028882089 | www.kmearchitects.com

architecture
sustainabledesign
masterplanning



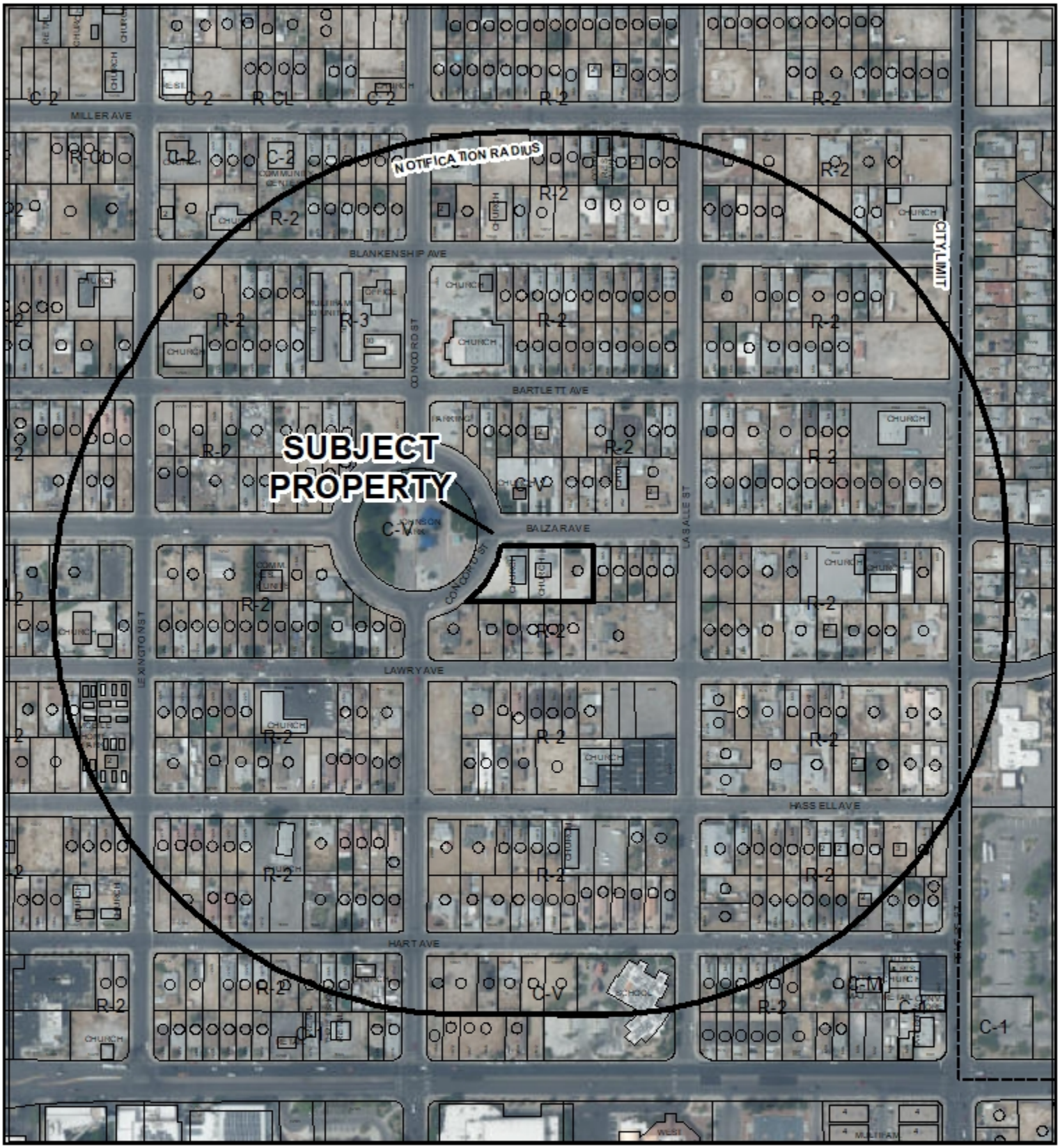
0 275 550 Feet

CASE: **22-0108-SDR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 275 550 Feet

CASE: 22-0108-SDR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

City of Las Vegas *AGENDA MEMO - PLANNING*

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CHURCH MOUNT SINAI MISSIONARY, ET AL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0108-SDR1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 432 (by City Clerk)

PROTESTS 1

APPROVALS 2

SS

**** CONDITIONS ****

22-0108-SDR1 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 02/23/22, except as amended by conditions herein.

3. A Waiver from Title 19.08.050 is hereby approved, to allow an eight-foot perimeter landscape buffer along the north property line where 15 feet is required.

4. An Exception from Title 19.08.110 is hereby approved, to allow two 24-inch box trees and islands in the amended portion of the parking area where eight trees are 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. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

8. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall clarify that all new landscaping will occur on this site and shall not show any proposed landscaping on adjacent properties. All plants shown on the landscape plan as existing that are dead or missing shall be replanted in the same location.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. Remove and replace all substandard improvements and unused driveway cuts adjacent to this site on Balzar Avenue and the Concord / Balzar Circle roadway. The sidewalk adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

13. Prior to the issuance of permits, contact sewer billing to determine the cost, if any, for the increased capacity. If it is determined that this addition requires an increase in sewer fees, comply with the regulations governing sewer fees for connection and usage.

14. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

15. Submit a License Agreement for landscaping and private improvements in the public rights of way adjacent to this site, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property within the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

16. This site is in a Federal Emergency Management Area (FEMA) designated flood zone. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. Additionally, a Conditional Letter of Map Revision (CLOMR) must be obtained from FEMA prior to issuance of any construction permits.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting a one-story, 5,350 square-foot multipurpose facility addition to an existing 2,796 square-foot church at 1025 Balzar Avenue. Two existing buildings have been removed to allow for the proposed addition. The addition is intended to accommodate events and gatherings for the church; events are not expected to be advertised to the public. No changes are proposed to the existing church building except to provide a doorway into the proposed multipurpose building, which would be flush with the existing building with expansion joints.

ISSUES

- The site was rezoned to C-V (Civic) in 2014, and development standards for the existing church development were established through a Site Development Plan Review. SDR-52956 included an Exception to allow no parking lot trees throughout the development. As the parking layout in the area east of the church is being modified as part of this request, new parking lot trees are required in this area. The applicant has requested an Exception to allow two parking lot trees where eight are required. Staff approves the Exception.
- The site is adjacent to property zoned R-2 (Medium-Low Residential) and is therefore subject to certain development standards, including those for height, perimeter and parking lot landscaping and parking. The proposed multipurpose building encroaches seven feet into the required 15-foot landscape buffer along the north perimeter; the applicant has requested a Waiver to allow the buffer to narrow to a little as eight feet in width. Staff recommends approval.
- The site plan and landscape plan show an existing perimeter landscape buffer and landscaping materials that encroach approximately five feet into a neighboring R-2 zoned property to the south of this site. The adjacent perimeter wall also was probably constructed on this property. No new landscaping is proposed on the residential property. The condition of approval requiring a landscape plan will ensure all new plantings occur on this site.
- A condition of approval requires a mapping action to consolidate the existing platted lots that make up the site.

ANALYSIS

The church owns several properties north and south of Balzar Avenue. This portion of the church property is located on the south side of Balzar Avenue east of the traffic circle connecting Balzar to Concord Street. These properties include the church building at 1025 Balzar Avenue and two converted administrative buildings at 989 and 1013 Balzar Avenue. The two accessory buildings were demolished in April 2022.

The proposed multipurpose building would be considered an addition to the existing church. According to the applicant, the new space would be used for ancillary church activities and include administrative offices, an assembly/dining area, three classrooms, restroom facilities, kitchen and storage areas. There will be no provision of alcoholic beverages for on-premise consumption and no outdoor gardens or reception facilities. Use of the facility is for the church only and would not be rented out to individuals or groups as would define a Banquet Facility, which is not permitted on non-governmentally operated C-V zoned properties.

Existing access is taken from the circle portion of Balzar Avenue. Access from the horizontal portion of Balzar Avenue is proposed to be modified to eliminate two existing driveways and widen the easternmost driveway to allow for two-way access and circulation throughout the site.

The site is zoned C-V (Civic) through an approved 2014 Rezoning action (ZON-52961). Development standards were established through an accompanying Site Development Review (SDR-52956), which was exercised in 2015. In addition, Title 19.10.020.E requires certain Title 19 development standards to be met when C-V zoned properties are adjacent to zoning districts with single-family residential uses. Thus, new development on this site is subject to building height, landscape buffer and parking standards as listed in Title 19.10.020. The new multipurpose building is proposed to be set back eight feet from the north property line, which is within the 15-foot landscape buffer required along Balzar Avenue; a Waiver is therefore required. The sidewalk in Balzar Avenue is approximately 10 feet north of the north property line of the subject site. No landscaping is proposed within the public right-of-way. The buffer is primarily 15 feet wide, but narrows to 11 feet at the proposed driveway location. Building encroachment into the buffer is similar to the alignment of the existing church along Balzar Avenue and will not disrupt the tree planting pattern within the buffer. Staff therefore recommends approval of the Waiver. All other requirements triggered by residential adjacency are met by the proposal.

The previous Site Development Plan Review for this site (SDR-52956) included an Exception to allow no parking lot trees throughout the development. As the parking layout in the area east of the church is being modified as part of this request, eight parking lot trees are now required in this area. The applicant has requested an Exception to allow two parking lot trees where eight are required. Staff approves the Exception, as it will allow conformance to Title 19 parking requirements.

New landscaping consisting of 24-inch box Mastic trees and various shrubs is proposed along the north and east perimeters that meets Title 19.08.040 requirements. The south side of the site contains an existing five-foot strip of landscaping that appears to be located on the residential property to the south. This area was shown on the plans from the 2014 Site Development Plan Review (SDR-52956). Based on aerial views of the site, the existing south perimeter wall appears to have been constructed north of the rear property line in 2006 or 2007 and jogs south to meet an older existing wall approximately 180 feet east of the western property line. The existing landscaping for this site is located north of the wall. The condition of approval that requires a technical landscape plan will ensure all new plantings occur on this site only and that any dead or missing plants be replanted.

The proposed multipurpose building addition and onsite improvements are generally compatible with the established C-V development standards and with the adjacent residential development. Staff recommends approval of the Site Development Plan Review request with conditions.

FINDINGS (22-0108-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed church addition and onsite improvements are compatible with existing adjacent residential development.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed new construction and changes to the site are generally consistent with Title 19 and the West Las Vegas Plan and conform to the Public Facilities designation of the General Plan.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Site access and circulation will be improved from existing conditions by eliminating two driveways and allowing for two-way movements throughout the site. Traffic Engineering does not expect the capacities of Balzar Avenue or Concord Street to be affected by the proposed improvements.

4. Building and landscape materials are appropriate for the area and for the City;

The proposed building materials include painted stucco exteriors and asphalt shingle roofing to match the existing church building. New landscape materials will be drought-tolerant and compatible with the existing perimeter landscaping. These materials are appropriate for this 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 proposed elevations are aesthetically compatible with those of the existing church building and would be harmonious with existing development in this area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

New development on the site will be subject to permit review and inspection, thereby protecting the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/07/00	The City Council approved Special Use Permit (U-0052-00) for a 511 square-foot expansion of an existing 2,490 square-foot church at 1025 Balzar Avenue. The Planning Commission and staff recommended approval.
06/21/00	The City Council approved Special Use Permit [U-0052-00(1)] for the removal of Conditions 3 and 8 of a previously approved Special Use Permit (U-0052-00) for expansion of an existing church at 1025 Balzar Avenue. The Planning Commission and staff recommended approval.
01/08/13	The Planning Commission tabled requests for a General Plan Amendment (GPA-47601), Rezoning (ZON-47602) and Site Development Plan Review (SDR-47604) for an expanded Church/House of Worship at the applicant's request at 1025 Balzar Avenue.
05/21/14	The City Council approved a request for a General Plan Amendment (GPA-52964) from MLA (Medium Low Attached Density Residential) to PF (Public Facilities) on 1.28 acres at the northeast and southeast corners of Concord Street and Balzar Avenue. The Planning Commission and staff recommended approval.
05/21/14	The City Council approved a request for a Rezoning (ZON-52961) from R-2 (Medium-Low Density Residential) to C-V (Civic) on 1.28 acres at the northeast and southeast corners of Concord Street and Balzar Avenue. The Planning Commission and staff recommended approval.
05/21/14	The City Council approved a request for a Site Development Plan Review (SDR-52956) for the addition of religious classrooms and offices to an existing religious facility on 1.28 acres at the northeast and southeast corner of Concord Street and Balzar Avenue. The Planning Commission recommended approval; staff recommended denial.
05/10/22	The Planning Commission (7-0 vote) recommends APPROVAL on a Land Use Entitlement project request FOR A PROPOSED 5,279 SQUARE-FOOT MULTIPURPOSE FACILITY ADDITION TO AN EXISTING 2,803 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 0.79 acres at 989, 1013 and 1025 Balzar Avenue (APNs 139-21-610-012 through 014), C-V (Civic) Zone, Ward 5 (Crear).

Most Recent Change of Ownership	
07/22/13	A deed was recorded for a change in ownership on APN 139-21-610-013.
08/09/13	A deed was recorded for a change in ownership on APN 139-21-610-012.
08/23/13	A deed was recorded for a change in ownership on APN 139-21-610-014.

Related Building Permits/Business Licenses	
03/07/68	A building permit (#40687) was issued for a church at 1025 Balzar Avenue. A final inspection was approved 11/13/68.
06/12/00	A Building Permit (#00011268) was issued for an addition to a church at 1025 Balzar Avenue. The permit has not been finalized.
11/28/06	A building permit (R-76999) was issued for 5 to 6-foot CLV Design block walls on the east and south perimeter of the site at 1025 Balzar Avenue. Several inspections were completed; however, a final inspection was not completed and the permit expired 06/03/07.
12/12/11	A building permit (C-200011268) was issued for a non-work Certificate of Occupancy for a church at 1025 Balzar Avenue. A final inspection was approved 12/13/11.
08/20/15	A building permit (C-288132) was issued for a tenant improvement conversion of an existing single family dwelling to a commercial office at 1013 Balzar Avenue. The Plan Check Number was PRC-59139. A final inspection was completed 1/11/17.
02/16/16	A building permit (C-288128) was issued for a tenant improvement conversion of an existing single family dwelling to a commercial office at 989 Balzar Avenue. The Plan Check Number was PRC-59139. A final inspection was completed 11/17/16.
03/05/22	A building permit (C22-00726) was issued for demolition of two office buildings at 989 and 1013 Balzar Avenue. A final inspection was approved 04/21/22.

Pre-Application Meeting	
02/16/22	A pre-application meeting was held with the applicant to discuss submittal requirements for improvements to an existing church.

Neighborhood Meeting	
04/11/22	A voluntary neighborhood meeting was held at the Greater Mount Sinai Missionary Baptist Church, 1025 Balzar Avenue in Las Vegas. In addition to the applicant, there were 13 members of the public and two of the applicant's representatives in attendance.

Field Check	
03/31/22	The site contains an existing church. The west and south sides of the property are paved and striped for parking; the remainder of the site has no permanent structures and is unpaved. Earth moving equipment and two semi-trucks were stored east of the church. Temporary chain link fencing has been placed along Balzar Avenue to restrict access. No perimeter landscaping was visible from public right-of-way.

Details of Application Request	
Site Area	
Net Acres	0.79

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Church/House of Worship	PF (Public Facilities)	C-V (Civic)
North	Church/House of Worship	PF (Public Facilities)	C-V (Civic)
	Single Family, Detached	MLA (Medium Low Attached Density Residential)	R-2 (Medium-Low Density Residential)
South	Single Family, Detached	MLA (Medium Low Attached Density Residential)	R-2 (Medium-Low Density Residential)
East	Single Family, Detached	MLA (Medium Low Attached Density Residential)	R-2 (Medium-Low Density Residential)
West	Public Park or Playground	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)

Master and Neighborhood Plan Areas	***Compliance***
2050 Las Vegas Master Plan Area: West Las Vegas	Y
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet)	Y
C-V (Civic) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10.020, development standards for property in the C-V (Civic) District shall be established by the City Council with the approval of a Rezoning application or with the approval of a Site Development Plan. The following standards are proposed with this Site Development Plan Review (22-0108-SDR1):

Standard	***Provided***
Min. Lot Width	166 Feet
Min. Setbacks • Front • Side • Corner • Rear	 10 Feet 74 Feet 8 Feet 43 Feet
Max. Building Height	19 Feet to peak 14 Feet to midpoint between peak and base

Pursuant to Title 19.08.040, the following residential adjacency standards apply:

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
Max. Building Height	2 Stories/35 Feet	1 Story/14 Feet	Y
Perimeter Landscape Buffer Width:	See landscaping table below	See landscaping table below	N
Perimeter Landscape Buffer Trees:	See landscaping table below	See landscaping table below	Y
Parking	See parking table below	45 spaces	Y

SS

Pursuant to Title 19.10.020, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • South • East • West	 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet N/A	 8 Trees 14 Trees 7 Trees 0 Trees	 9 Trees 15 Trees 7 Trees 0 Trees	 Y Y Y N/A
TOTAL PERIMETER TREES		**29 Trees**	**31 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	8 Trees	2 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 15 Feet 3 Feet (previously approved) 8 Feet 0 Feet (previously approved)		 11 Feet 3 Feet 8 Feet 0 Feet	 N Y Y Y
Wall Height	6 to 8 Feet Adjacent to Residential		7 Feet – south PL 6 Feet – East PL	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Balzar Ave	Minor Collector	Title 13	60	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Church/ House of Worship	158 fixed seats	1 space per 4 fixed seats in gathering area	40				
TOTAL SPACES REQUIRED			40		45		Y
Regular and Handicap Spaces Required			38	2	42	3	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
15-foot wide perimeter landscape buffer along public rights-of-way	To allow an 8-foot buffer on a portion of the north perimeter	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One 24” box tree every 6 uncovered parking spaces and one 24” box tree at the end of each parking row within parking lots	To allow 2 parking lot trees/islands where 8 trees/islands are required within the amended portion of the parking area	Approval

RECEIVED 05/02/2018 05:47AM
NO.749 #001

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Site Development Plan Review

Project Address (Location) 1025 Balzar, Las Vegas, Nevada 89106

Project Name Greater Mt. Sinai Baptist Church Banquet Facility Proposed Use Banquet Facility

Assessor's Parcel #(s) LOT 72E (13921610012) LOT72F (13921610013), LOT 73E (13921610014) Ward # 5 - Cedric R. Crear

General Plan: Existing Religious Proposed Banquet Hall Zoning: Existing C-V Proposed C-V

Additional Information Addition of a new banquet hall to an existing church, including additional parking and landscape provided.

Property Owner Church Mount Sinai Missionary Contact Pastor Sylvestor Rogers

Address 1025 Balzar Avenue City Las Vegas State NV Zip 89106

E-mail PastorRogers1025@gmail.com Phone 702-376-1751

Applicant Pastor Sylvestor Rogers Contact Pastor Sylvestor Rogers

Address 1025 Balzar Avenue City Las Vegas State nv Zip 89106

E-mail PastorRogers1025@gmail.com Phone 702-376-1751

Representative KME Architects, LLC Contact Melvin Green,AIA / Lisa Briscoe,JobCpt.

Address 8367 W. Flamingo Road, Suite #110 City Las Vegas State NV Zip 89147

E-mail melvin@kmearchitects.com Phone 702.888.2088

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 n/a Partner(s) n/a

Partner(s) n/a

- 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 Pastor Sylvester Rogers

Subscribed and sworn before me

This 12 day of January, 20 22

Notary Public in and for Clark County, Nevada

Notary Public in and for said County and State

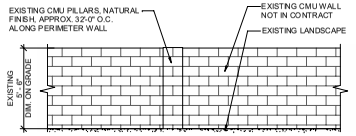
KIEARRA ANN COBIAN
Notary Public-State of Nevada
Appointment No. 19-1405-1
My Appointment Expires Nov. 12, 2022

22-0108
02/23/2022

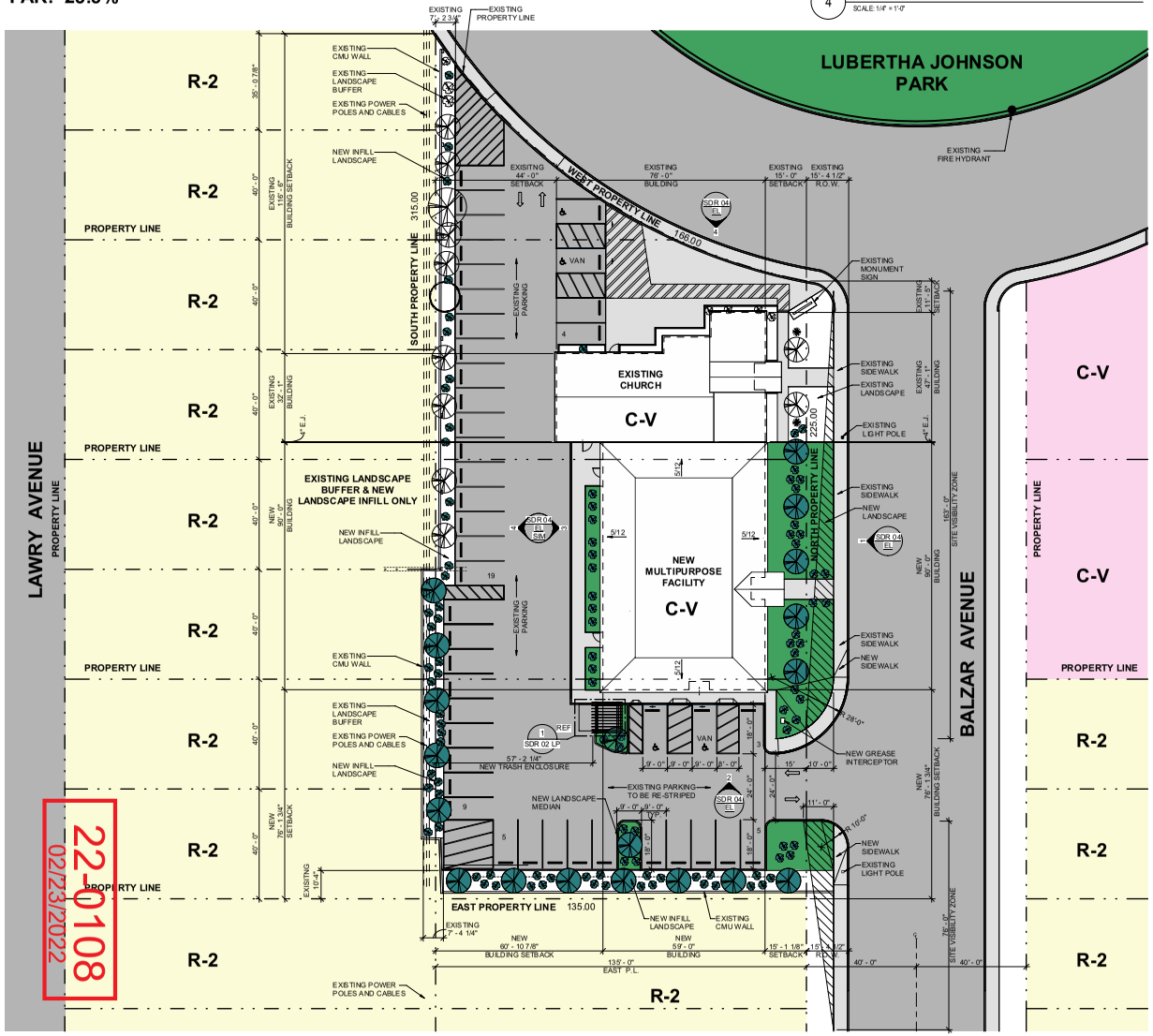
PARCEL NO: 139-21-610-012
ADDRESS: 61025 BALZAR AVENUE
LOT SIZE: 34,412.4 SF (0.79 ACRES)
BUILDABLE AREA: PER CITY COUNCIL
BUILDING GROSS AREA: 8,080.60
FAR: 23.5%

INFORMATION LEGEND

- N.I.C. NOT IN CONTRACT - EXISTING SITE
- ACCESSIBLE LOADING ZONE OR PEDESTRIAN CROSSWALK
- ACCESSIBLE EGRESS PATH
- EXISTING LANDSCAPE BUFFER



4 EXISTING - CMU WALL DESIGN - ELEVATION
SCALE: 1/4" = 1'-0"



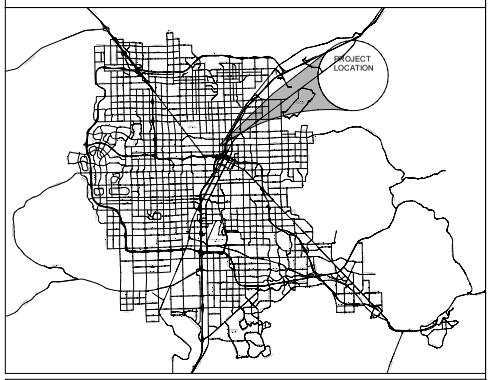
SITE DEVELOPMENT REVIEW (SDR) - SITE PLAN 1" = 20'

0 20'-0" 40'-0" 80'-0"

22-0108
02/23/2022

City Council - Page 1170

DESIGN STANDARDS



SITE INFORMATION

JURISDICTION	CITY OF LAS VEGAS
PARCEL NUMBER	(*LOT 72E/72F) 139-21-610-012, (*LOT 73D/73E)139-21-610-013, (*LOT 73E/74D) 139-21-610-014
CURRENT ZONING	C-V
PROPOSED ZONING	C-V
LOT SIZE ACRES SQUARE FEET	TOTAL = 0.52 ACRES (3 PARCELS TO BE COMBINED VIA REVISIONARY MAP) LOT 72E = 0.3 ACRES, LOT 72F = 0.24 ACRES; LOT 73E = 0.25 ACRES LOT 72E = (13,068 SF) LOT 72F = (10,454.4 SF) LOT 73E = (10,890 SF)

* CURRENTLY COMBINED LOTS, REFER TO HISTORICAL MAP OF ORIGINAL PLOTS (72 E, F, D) AND (73 E, F, D)

BANQUET FACILITY (C-V) PERMISSIBLE USE AND PARKING

PERMISSIBLE USE
19.18.020 DEFINITIONS & MEASURES: WORDS AND TERMS DERIVED.

ANCILLARY USE DEFINITION: A USE INCIDENTAL TO AND CUSTOMARILY ASSOCIATED WITH A SPECIFIC PRINCIPAL USE AND WHICH IS LOCATED ON THE SAME PARCEL OR LOT.

PROPOSED USE: THIS MULTIPURPOSE FACILITY IS TO BE USED AS AN ANCILLARY USE FOR THE EXISTING CHURCH. USE INCLUDES A KITCHEN FOR THE PREPARATION OR CATERING OF FOOD. NO SALE OF ALCOLHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION, AND NO OUTDOOR GARDENS OR RECEPTION FACILITIES.

PARKING
19.08.110.B.2 COMMERCIAL AND INDUSTRIAL PARKING DESIGN STANDARDS
ALL ON-SITE PARKING SHALL BE PROVIDED ON THE SAME PARCEL AS THE PRINCIPAL USE.

ON-SITE PARKING REQUIREMENT
19.12.070 PERMISSIBLE USE DESCRIPTIONS AND APPLICABLE CONDITIONS AND REQUIREMENTS.

ONE (1) SPACE FOR EACH FOUR (4) FIXED SEATS

PARKING SPACES **REQUIRED:** [(CHURCH FIXED SEATING 158 SEATS) + (MULTIPURPOSE EXCLUDED)] / 4 = 39.5 = **40**
PARKING SPACES **PROVIDED: 45**

ACCESSIBLE PARKING
PER 2018 IBC SECTION 1106.5 AND TABLE 1106.1 - ACCESSIBLE PARKING SPACES

ACCESSIBLE PARKING SPACES REQUIRED: 1 PER (1 - 25) SPACES, AND, 2 PER (26 - 50) = **3**
ACCESSIBLE PARKING SPACES PROVIDED: 3 (INCLUDING 1 VAN)

ACCESSIBLE VAN PARKING SPACES REQUIRED: FOR EVERY SIX OR FRACTION OF SIX ACCESSIBLE PARKING SPACES, AT LEAST ONE SHALL BE A VAN-ACCESSIBLE PARKING SPACE (W/SIDE LOAD LIFT): **1 VAN / 6 ACCESSIBLE = 1 VAN**
ACCESSIBLE VAN PARKING SPACES PROVIDED: 1 VAN

PARKING SPACE DIMENSIONS
STANDARD: 9 FT. WIDTH X 18 FT. LENGTH
HANDICAPPED CAR: 9 FT. WIDTH X 18 FT. LENGTH + 5 FT. LOADING ZONE (EACH SIDE)
HANDICAPPED VAN: 9 FT. WIDTH X 18 FT. LENGTH + 5 FT. LOADING ZONE (ONE SIDE) + 8 FT. LOADING ZONE (ONE SIDE) (W/SIDE LOADING WHEELCHAIR LIFT)

DESIGN STANDARDS

*** DEVELOPMENT STANDARDS (DS *)**

PER THE CITY OF LAS VEGAS UNIFIED DEVELOPMENT CODE - PURPOSE AND DEVELOPMENT AND DESIGN STANDARDS 19.10.020 C-V (CIVIC)

THE MINIMUM DEVELOPMENT STANDARDS FOR C-V SHALL BE ESTABLISHED BY THE CITY COUNCIL PER THE APPROVAL OF A SITE DEVELOPMENT PLAN. IN ADDITION, C-V PROPERTY ADJACENT TO R-2 SHALL BE SUBJECT TO THE HEIGHT STANDARDS LVMC 19.06.06, THE LANDSCAPE BUFFER STANDARDS OF LVMC 19.08.040 (F) AND TABLE 4 LVMC 19.08.050, AND THE PARKING STANDARDS LVMC 19.08.110.

	REQUIRED *	PROVIDED
BUILDING PLACEMENT 19.08.05		
MINIMUM LOT WIDTH:	DS *	135 FT.
MAXIMUM LOT COVERAGE:	DS *	18%
BUILDING AREA - EXISTING: 2,802.08 SF GROSS BUILDING AREA - NEW: 5,278.52 SF GROSS BUILDING SIZE - TOTAL: 8,080.60 SF GROSS	**FLOOR AREA RATIO (FAR)** RATIO = GROSS BUILDING FLOOR AREA / SITE AREA LOT SIZE: 0.79 AC. (34,412.4 SF) **F.A.R.** = 8,080.60 SF / 34,412.4 = **23.5%**	
MINIMUM FRONT YARD SETBACK:	DS *	15 FT. + (15 FT. ROW.)
MINIMUM SIDE YARD SETBACK:	DS *	76 FT.
MINIMUM CORNER SIDE YARD SETBACK:	DS *	N/A
MINIMUM REAR YARD SETBACK:	DS *	60 FT.
MINIMUM CORNER SIDE YARD SETBACK:	EXISTING	11 FT. (EXISTING BLDG.)
MINIMUM REAR YARD SETBACK:	EXISTING	44 FT. (EXISTING BLDG.)
BUILDING STORIES	**REQUIRED**	**PROVIDED**
STORIES	2 MAX.	1 STORY
PITCHED ROOF MAX. HEIGHT	35 FT. MAX.	16 FT. 8 IN.
FENCES AND WALLS	**REQUIRED**	**PROVIDED**
MAXIMUM PRIMARY WALL HEIGHT	EXISTING	EXISTING

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FEBRUARY 23, 2022

PROJECT: GREATER MOUNT SINAI MRMI MULTIPURPOSE
1025 BALZAR, LAS VEGAS, NV 89106

SHEET TITLE: **SITE PLAN**

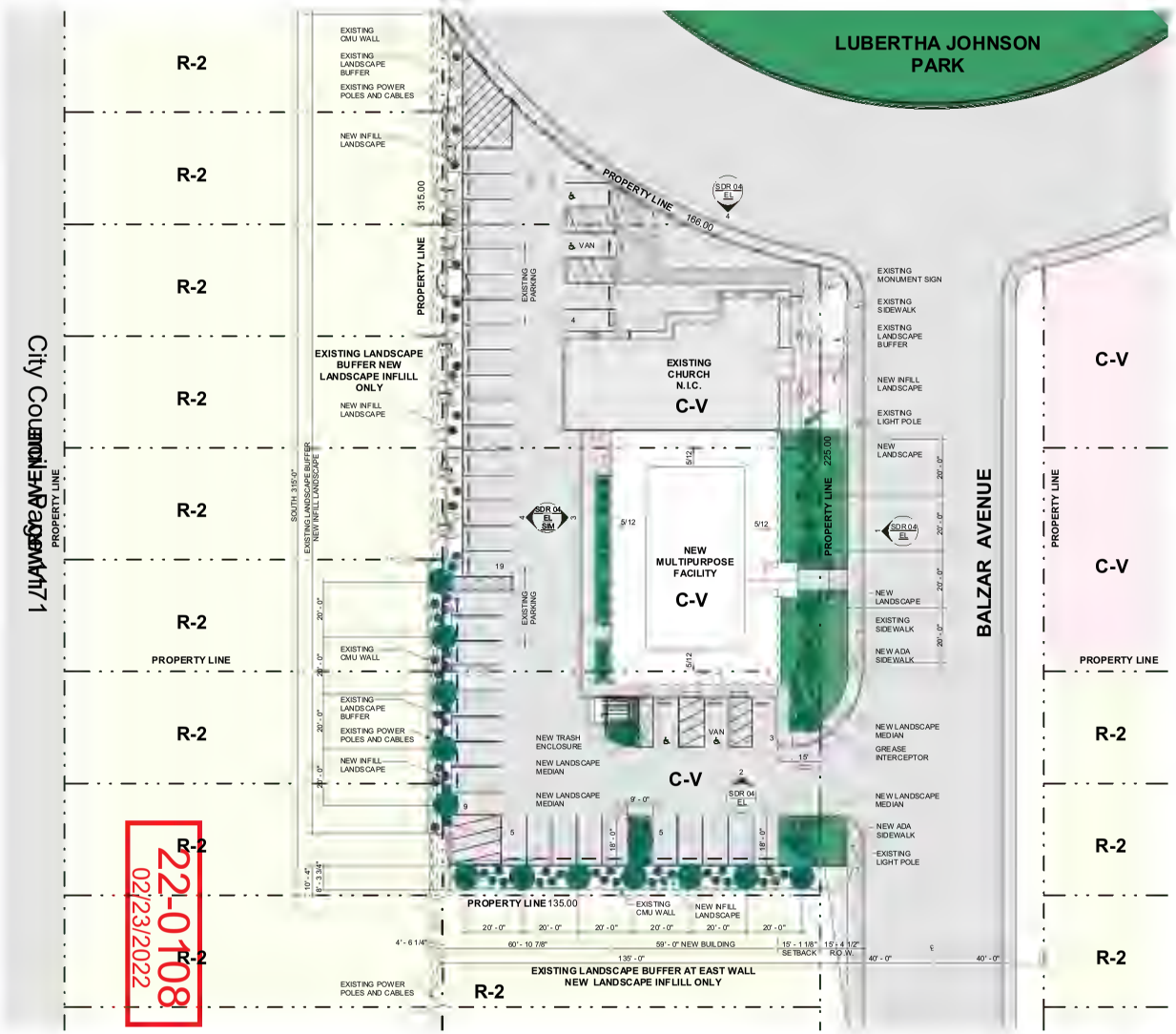
ISSUE FOR REVIEW

REVISIONS

No.	Description	Date

DRAWN BY: L. Briscoe
DATE: 02.22.2022
JOB NO: 2021-038
SCALE: AS INDICATED
DO NOT SCALE DRAWINGS

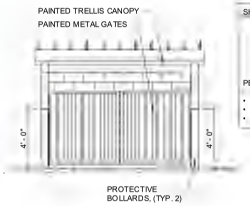
SHEET
SDR 01 SP



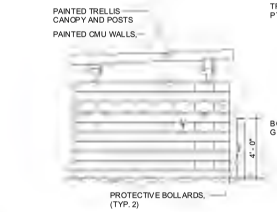
SITE DEVELOPMENT REVIEW (SDR) - LANDSCAPE PLAN (NEW & EXISTING) 1" = 20'



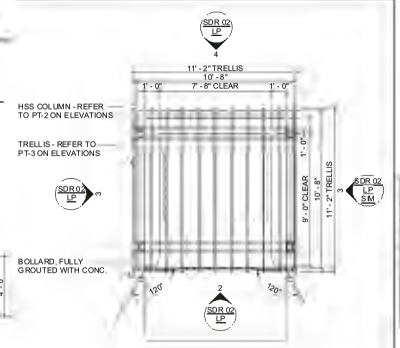
4 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3 WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 TRASH ENCLOSURE - PLAN
SCALE: 1/4" = 1'-0"

DESIGN STANDARDS

PER CITY OF LAS VEGAS ZONING CODE 19.10
LANDSCAPE ISLANDS:

- LANDSCAPE ISLANDS AT THE END OF EACH ROW OF PARKIG SPACES
- EITHER PARALLEL TO PARKING SPACES, OR PERPENDICULAR TO PARKING SPACES, AT A RATIO OF 1 LANDSCAPE ISLAND FOR EVERY 6 PARKING SPACES.
- IN ADDITION TO ANY REQUIRED PERIMETER LANDSCAPE AREAS
- MINIMUM WIDTH OF 5 FEET MEASURED FROM THE INSIDE OF THE CURBING AND MINIMUM LENGTH EQUAL TO THE LENGTH OF ADJACENT PARKING SPACES

TREES:
- 1 TREE FOR EVERY 6 UNCOVERED PARKING SPACES. EACH LANDSCAPE SHALL HAVE AT LEAST 1 SHADE TREE. TREES REQUIRED TO BE A MINIMUM 24" EVERGREEN OR DECIDIOUS SHADE TREE. TREE SPACING WITHIN ISLANDS SHALL NOT EXCEED 30 FT. ON CENTER

SHRUBS:
- LANDSCAPE ISLANDS SHALL INCLUDE A MINIMUM OF (4) 5-GALLON SHRUBS FOR EVERY REQUIRED TREE.

GROUND COVER: LANDSCAPE ISLANDS SHALL INCLUDE A 2 INCH LAYER OF GROUND COVER OR ROCK MULCH.

PERIMETER LANDSCAPE:
LANDSCAPE MATERIALS REQUIRED PER PERIMETER LANDSCAPE BUFFER AREAS MAY NOT BE COUNTED TOWARDS THE REQUIREMENTS FOR LANDSCAPE AREAS IN PARKING LOTS.

IRRIGATION:
LANDSCAPE MATERIALS AND ANY OTHER REQUIRED LANDSCAPE AREAS SHALL BE IRRIGATED WITH DRIP IRRIGATION ONLY

LANDSCAPE BUFFER: 5 FEET WIDE LANDSCAPE BUFFER BETWEEN PARKING LOT AND ANY BUILDING. A COMBINATION OF LANDSCAPE BUFFER AND SIDEWALK MAY BE USED TO ACHIEVE THE MINIMUM 5 FEET BUFFER PROVIDED THAT ANY SIDEWALK HAS A WIDTH OF AT LEAST 3 FEET.

LANDSCAPE

NEW LANDSCAPE		EXISTING LANDSCAPE			
A	C	A (E)	B (E)	C (E)	D (E)

TYPE	QTY.	DESCRIPTION
TREES		
A	25	MASTIC TREE
A (E)	13	EXISTING
SHRUBS		
B (E)	130	EXISTING
C	164	ANISODONTEA HYPOMANDARUM
C (E)	164	EXISTING

PLANTING TABULATION

PER THE CITY OF LAS VEGAS CHAPTER 19.12 LANDSCAPE, WALL AND BUFFER REQUIREMENTS

LANDSCAPE BUFFER	REQUIRED	PROVIDED *
NORTH	NEW 15' - 0" + 15' - 0" R.O.W.	NEW 15' - 0" LANDSCAPE BUFFER + 15' - 0" R.O.W. *
EAST	EXISTING ~ 8' - 0"	NEW LANDSCAPE INFILL *
SOUTH	EXISTING ~ 7' - 0"	NEW LANDSCAPE INFILL *
WEST	EXISTING OPEN AREA N.I.C.	EXISTING TO REMAIN N.I.C. *

* REFER TO THE SDR (SITE DESIGN REVIEW) SITE PLAN
N.I.C. = NOT IN CONTRACT

SPACING OF TREES	REQUIRED	PROVIDED
TREES	1 PER 20 LINEAR FEET	1 PER 20 LINEAR FEET

SHRUB REQUIREMENTS:

REQUIRED:
FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE

PROVIDED:
MIN. FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE

PER THE CITY OF LAS VEGAS ZONING ORDINANCE PLANTING REQUIREMENTS CHAPTER 19.10:

- MIN. NO. OF TREES: TOTAL NO. OF UNCOVERED PARKING SPACES/6 = 46/6=8
- MIN. NO. OF SHURBS: NO. OF TREES X 4 SHRUBS= 8 X 4 = 32 SHRUBS
- MIN. GROUND COVER: TOTAL ISLAND AREA = 1,934 SF X 2 INCH HEIGHT = 3,868 CUBIC FEET

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Suite #110
Las Vegas, NV 89147

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FEBRUARY 23, 2022

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PROJECT: GREATER MOUNT SINAI MRMI MULTIPURPOSE
1025 BALZAR AVENUE, LAS VEGAS, NV 89106

SHEET TITLE: LANDSCAPE PLAN

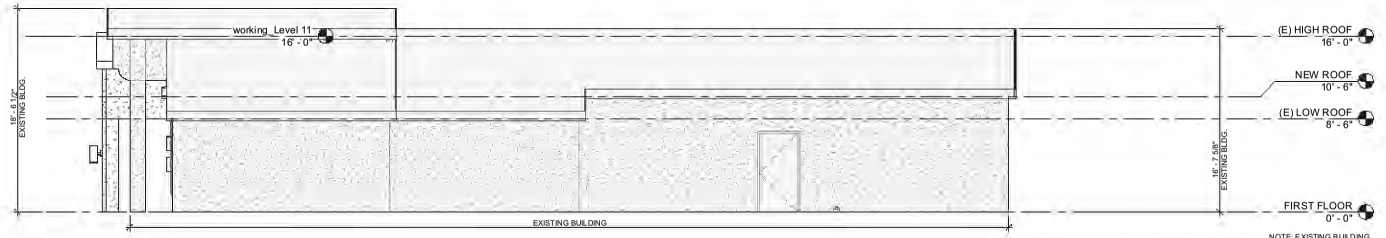
ISSUE FOR REVIEW

REVISIONS

No.	Description	Date

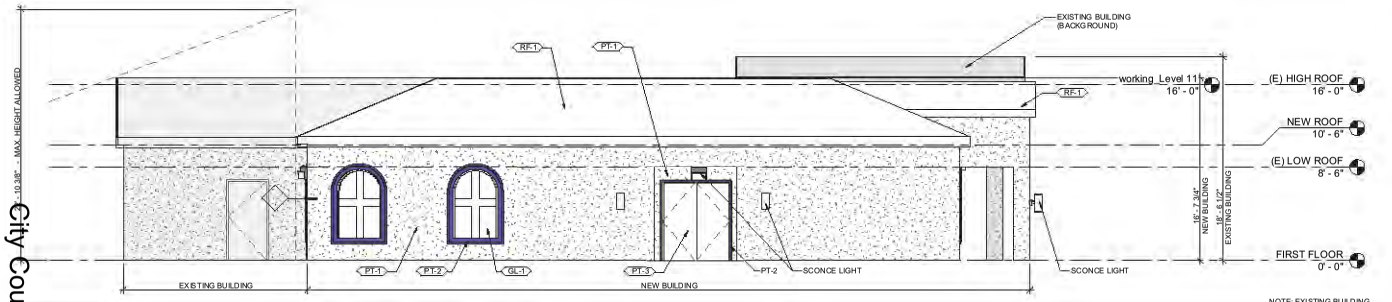
DRAWN BY: L. Briscoe
DATE: 02.22.2022
JOB NO: 2021-038
SCALE: AS INDICATED
DO NOT SCALE DRAWINGS

SHEET
SDR 02 LP



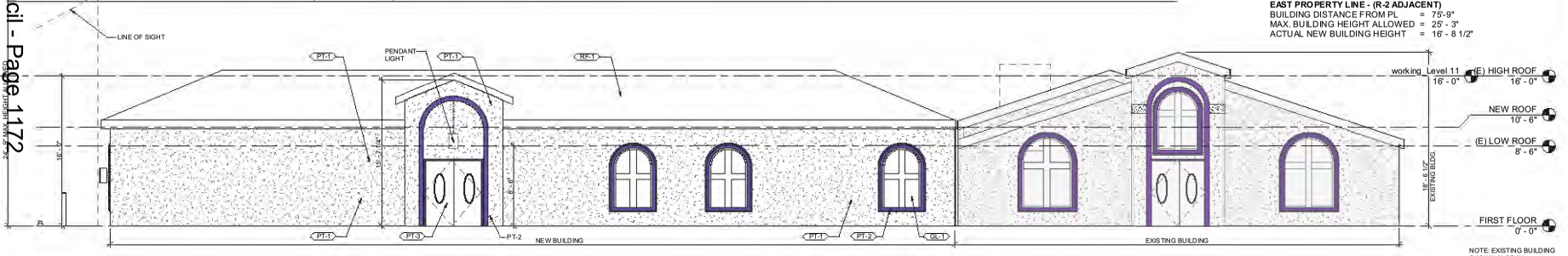
WEST ELEVATION - EXISTING BUILDING 3/16" = 1' - 0"

NOTE: EXISTING BUILDING SHOWN IN GRAY.



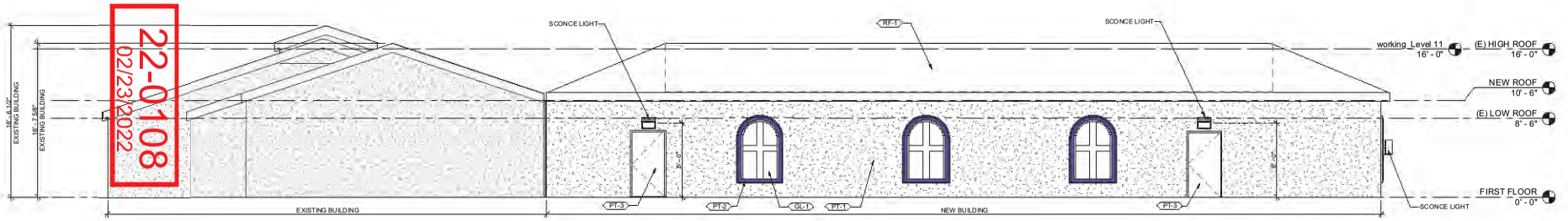
EAST ELEVATION - NEW BUILDING - EXISTING BUILDING (BACKGROUND) 3/16" = 1' - 0"

NOTE: EXISTING BUILDING SHOWN IN GRAY.



NORTH ELEVATION - NEW BUILDING - EXISTING BUILDING (RIGHT / WEST) 3/16" = 1' - 0"

NOTE: EXISTING BUILDING SHOWN IN GRAY.



SOUTH ELEVATION - NEW BUILDING - EXISTING BUILDING (LEFT / EAST) 3/16" = 1' - 0"

NOTE: EXISTING BUILDING SHOWN IN GRAY.

22-0108
02/23/2022

City Council - Page 172

ELEVATION GENERAL NOTES

1. CONTRACTOR TO VERIFY THAT ALL OPERABLE ELEMENTS ARE WITHIN THE DESIGNATED ADA REACH RANGES PER THE LATEST CODE COMPLIANCES.
2. CONTRACTOR TO VERIFY THAT ALL RECESSED ELEMENTS TO BE PLACED WITHOUT INTERFERENCE FROM ALL OTHER BUILDING ELEMENTS (I.E. STRUCTURAL, MECHANICAL, ETC.) PRIOR TO INSTALLATION.
3. CONTRACTOR TO VERIFY THAT ALL REQUIRED BACKING AND/OR BRACING IS INSTALLED PER MANUFACTURER REQUIREMENTS OR DETAILS PROVIDED.
4. REFER TO SHEET A 9.20 FOR ALL FINISH MATERIALS.
5. CONTRACTOR TO ENSURE THAT ALL LIGHT SHIELDING IS INSTALLED TO MEET MANUFACTURER AND JURISDICTION HAVING AUTHORITY REQUIREMENTS.

EXTERIOR FINISH LEGEND

PAINT

PT-1
- LOCATION: EXTERIOR, STUCCO WALLS AND TRIM
- DESCRIPTION: 3-COAT EXTERIOR STUCCO SYSTEM
- MANUFACTURER: TBD
- STYLE: TBD
- COLOR: WHITE

PT-2
- LOCATION: EXTERIOR, STUCCO ACCENT
- DESCRIPTION: 3-COAT EXTERIOR STUCCO SYSTEM
- MANUFACTURER: TBD
- STYLE: TBD
- COLOR: PURPLE TO MATCH EXISTING

PT-3
- LOCATION: EXTERIOR, SOLID PANEL DOORS
- DESCRIPTION: EXTERIOR PAINT
- MANUFACTURER: TBD
- STYLE: TBD
- COLOR: LIGHT WHITE

GLAZING

G-1
- LOCATION: EXTERIOR, GLAZING
- DESCRIPTION: WINDOW TINT
- MANUFACTURER: TBD
- STYLE: TBD
- COLOR: GRAY

ROOFING

RF-1
- LOCATION: EXTERIOR, ROOF
- DESCRIPTION: ASPHALT SHINGLE TILE
- MANUFACTURER: TBD
- STYLE: TO MATCH EXISTING
- COLOR: TO MATCH EXISTING

PROXIMITY SLOPE RATIO = 3:1

BUILDING HEIGHT MUST EQUAL 1/3 OF BUILDING DISTANCE FROM PROPERTY LINE (PL), REFER TO SITE PLAN.

SOUTH PROPERTY LINE - (R-2 ADJACENT)
BUILDING DISTANCE FROM PL = 60'-8"
MAX. BUILDING HEIGHT ALLOWED = 21' - 2 1/2"
ACTUAL NEW BUILDING HEIGHT = 16' - 8 1/2"

EAST PROPERTY LINE - (R-2 ADJACENT)
BUILDING DISTANCE FROM PL = 75'-9"
MAX. BUILDING HEIGHT ALLOWED = 25' - 3"
ACTUAL NEW BUILDING HEIGHT = 16' - 8 1/2"

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PROJECT: GREATER MOUNT SINAI MRMI MULTIPURPOSE
1025 BALZAR AVE, LAS VEGAS, NV 89106
APN: 139-31-610-005

SHEET TITLE: EXTERIOR ELEVATIONS

ISSUE FOR REVIEW

REVISIONS		
No.	Description	Date

DRAWN BY: L. Briscoe
DATE: 02.22.2022
JOB NO: 2021-038
SCALE: AS INDICATED
DO NOT SCALE DRAWINGS

SHEET
SDR 04 EL

City Council - Page 1173



New Multipurpose Facility

North View: Multipurpose Facility (left) and Existing Church (right) on Balzar Avenue

22-0108
02/23/2022

KME Architects

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Greater Mount Sinai Missionary Recruiting Ministries, Inc.

PARCEL NO: 139-21-610-012
ADDRESS: 61025 BALZAR AVENUE
LOT SIZE: 34,412.4 SF (0.79 ACRES)
BUILDABLE AREA: PER CITY COUNCIL
BUILDING GROSS AREA: 8,080.60
FAR: 23.5%

INFORMATION LEGEND

- N.I.C. NOT IN CONTRACT - EXISTING SITE
- ACCESSIBLE LOADING ZONE OR PEDESTRIAN CROSSWALK
- ACCESSIBLE EGRESS PATH
- EXISTING LANDSCAPE BUFFER

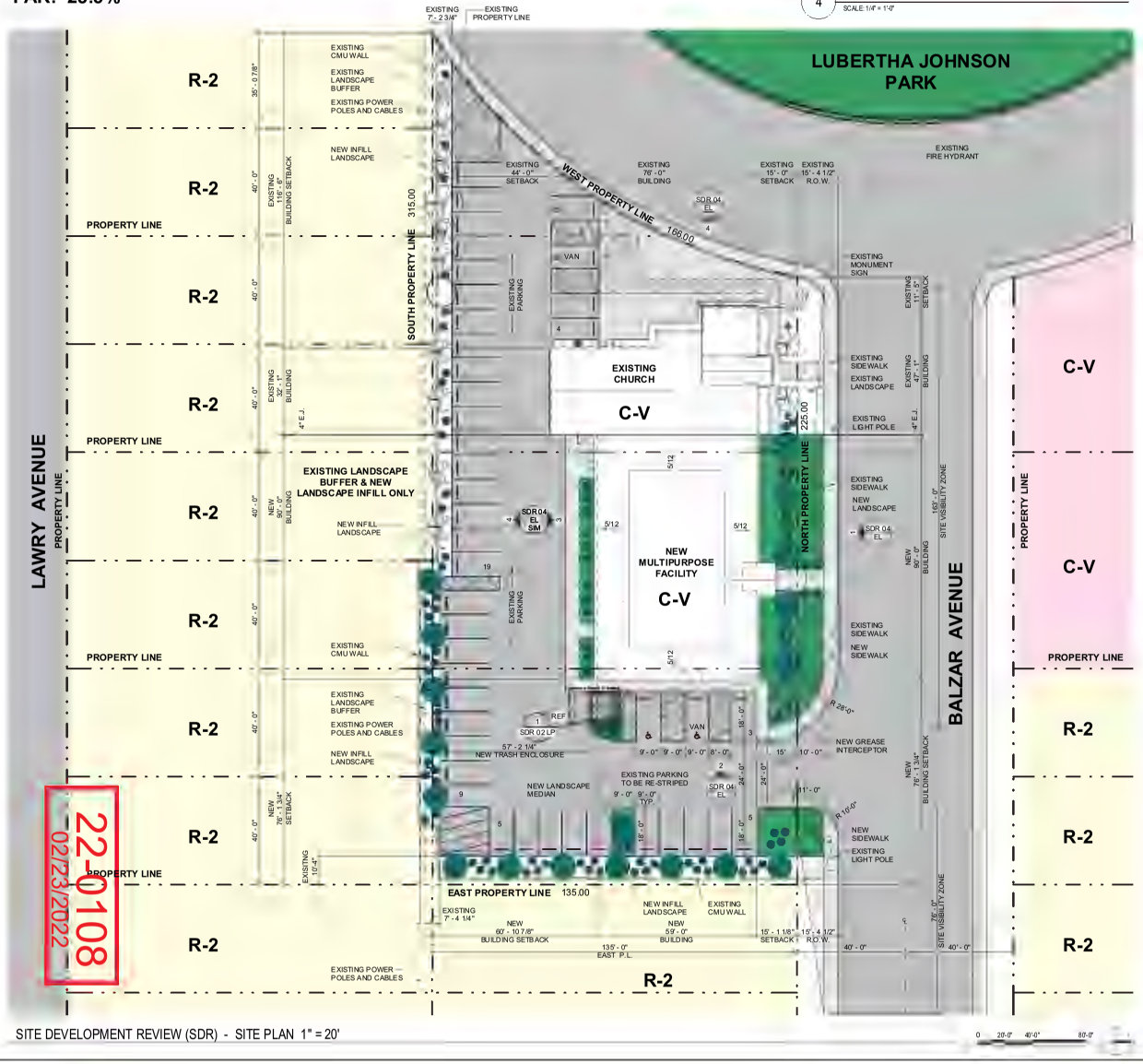
EXISTING CMU PILLARS, NATURAL FINISH, APPROX. 32'-0" O.C. ALONG PERIMETER WALL

EXISTING CMU WALL NOT IN CONTRACT

EXISTING LANDSCAPE

EXISTING 5'-6" DIM. ON GRADE

4 EXISTING - CMU WALL DESIGN - ELEVATION
SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT REVIEW (SDR) - SITE PLAN 1" = 20'

City Council - Page 1174

22-0108
02/23/2022

DESIGN STANDARDS



SITE INFORMATION

JURISDICTION	CITY OF LAS VEGAS
PARCEL NUMBER	(*LOT 72E/72F) 139-21-610-012, (*LOT 73D/73E) 139-21-610-013, (*LOT 73E/74D) 139-21-610-014
CURRENT ZONING	C-V
PROPOSED ZONING	C-V
LOT SIZE ACRES SQUARE FEET	TOTAL = 0.52 ACRES (3 PARCELS TO BE COMBINED VIA REVISIONARY MAP) LOT 72E = 0.3 ACRES, LOT 72F = 0.24 ACRES; LOT 73E = 0.25 ACRES LOT 72E = (13,068 SF) LOT 72F = (10,454.4 SF) LOT 73E = (10,890 SF)

* CURRENTLY COMBINED LOTS, REFER TO HISTORICAL MAP OF ORIGINAL PLOTS (72 E, F, D) AND (73 E, F, D)

BANQUET FACILITY (C-V) PERMISSIBLE USE AND PARKING

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ANCILLARY USE DEFINITION: A USE INCIDENTAL TO AND CUSTOMARILY ASSOCIATED WITH A SPECIFIC PRINCIPAL USE AND WHICH IS LOCATED ON THE SAME PARCEL OR LOT.

PROPOSED USE: THIS MULTIPURPOSE FACILITY IS TO BE USED AS AN ANCILLARY USE FOR THE EXISTING CHURCH. USE INCLUDES A KITCHEN FOR THE PREPARATION OR CATERING OF FOOD. NO SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION, AND NO OUTDOOR GARDENS OR RECEPTION FACILITIES.

PARKING
19.08.110.B.2 COMMERCIAL AND INDUSTRIAL PARKING DESIGN STANDARDS
ALL ON-SITE PARKING SHALL BE PROVIDED ON THE SAME PARCEL AS THE PRINCIPAL USE.

ON-SITE PARKING REQUIREMENT
19.12.070 PERMISSIBLE USE DESCRIPTIONS AND APPLICABLE CONDITIONS AND REQUIREMENTS.

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PARKING SPACES **REQUIRED:** [(CHURCH FIXED SEATING 158 SEATS) + (MULTIPURPOSE EXCLUDED)] / 4 = 39.5 = **40**
PARKING SPACES **PROVIDED: 45**

ACCESSIBLE PARKING
PER 2018 IBC SECTION 1106.5 AND TABLE 1106.1 - ACCESSIBLE PARKING SPACES

ACCESSIBLE PARKING SPACES REQUIRED: 1 PER (1 - 25) SPACES, AND, 2 PER (26 - 50) = **3**
ACCESSIBLE PARKING SPACES PROVIDED: 3 (INCLUDING 1 VAN)

ACCESSIBLE VAN PARKING SPACES REQUIRED: FOR EVERY SIX OR FRACTION OF SIX ACCESSIBLE PARKING SPACES, AT LEAST ONE SHALL BE A VAN-ACCESSIBLE PARKING SPACE (W/SIDE LOAD LIFT): **1 VAN / 6 ACCESSIBLE = 1 VAN**
ACCESSIBLE VAN PARKING SPACES PROVIDED: 1 VAN

PARKING SPACE DIMENSIONS
STANDARD: 9 FT. WIDTH X 18 FT. LENGTH
HANDICAPPED CAR: 9 FT. WIDTH X 18 FT. LENGTH + 5 FT. LOADING ZONE (EACH SIDE)
HANDICAPPED VAN: 9 FT. WIDTH X 18 FT. LENGTH + 5 FT. LOADING ZONE (ONE SIDE) + 8 FT. LOADING ZONE (ONE SIDE) (W/SIDE LOADING WHEELCHAIR LIFT)

DESIGN STANDARDS

*** DEVELOPMENT STANDARDS (DS *)**

PER THE CITY OF LAS VEGAS UNIFIED DEVELOPMENT CODE - PURPOSE AND DEVELOPMENT AND DESIGN STANDARDS 19.10.020 C-V (CIVIC)

THE MINIMUM DEVELOPMENT STANDARDS FOR C-V SHALL BE ESTABLISHED BY THE CITY COUNCIL PER THE APPROVAL OF A SITE DEVELOPMENT PLAN. IN ADDITION, C-V PROPERTY ADJACENT TO R-2 SHALL BE SUBJECT TO THE HEIGHT STANDARDS LVMC 19.06.06, THE LANDSCAPE BUFFER STANDARDS OF LVMC 19.08.040 (F) AND TABLE 4 LVMC 19.08.050, AND THE PARKING STANDARDS LVMC 19.08.110.

	REQUIRED *	PROVIDED
BUILDING PLACEMENT 19.08.05		
MINIMUM LOT WIDTH:	DS *	135 FT.
MAXIMUM LOT COVERAGE:	DS *	18%
BUILDING AREA - EXISTING: 2,802.08 SF GROSS BUILDING AREA - NEW: 5,278.52 SF GROSS BUILDING SIZE - TOTAL: 8,080.60 SF GROSS	**FLOOR AREA RATIO (FAR)** RATIO = GROSS BUILDING FLOOR AREA / SITE AREA LOT SIZE: 0.79 AC. (34,412.4 SF) **F.A.R.** = 8,080.60 SF / 34,412.4 = **23.5%**	
MINIMUM FRONT YARD SETBACK:	DS *	15 FT. + (15 FT. ROW.)
MINIMUM SIDE YARD SETBACK:	DS *	76 FT.
MINIMUM CORNER SIDE YARD SETBACK:	DS *	N/A
MINIMUM REAR YARD SETBACK:	DS *	60 FT.
MINIMUM CORNER SIDE YARD SETBACK:	EXISTING	11 FT. (EXISTING BLDG.)
MINIMUM REAR YARD SETBACK:	EXISTING	44 FT. (EXISTING BLDG.)
BUILDING STORIES	**REQUIRED**	**PROVIDED**
STORIES	2 MAX.	1 STORY *
PITCHED ROOF MAX. HEIGHT	35 FT. MAX.	16 FT. 8 IN.
FENCES AND WALLS	**REQUIRED**	**PROVIDED**
MAXIMUM PRIMARY WALL HEIGHT	EXISTING	EXISTING

8367 W. Flamingo Road
Suite #110
Las Vegas, NV 89147

Office: 702.888.2088
Fax: 702.888.2089
Web: www.kmearchitects.com

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FEBRUARY 23, 2022

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PROJECT: GREATER MOUNT SINAI MRMI MULTIPURPOSE
1025 BALZAR AVENUE, LAS VEGAS, NV 89106

SHEET TITLE: **SITE PLAN**

ISSUE FOR REVIEW

REVISIONS

No.	Description	Date

DRAWN BY: L. Briscoe
DATE: 02.22.2022
JOB NO: 2021-038
SCALE: AS INDICATED
DO NOT SCALE DRAWINGS

SHEET
SDR 01 SP



22-0108-SDR1 - APPLICANT/OWNER: CHURCH MOUNT SINAI MISSIONARY, ET AL
989, 1013 AND 1025 BALZAR AVENUE

03/31/2022



22-0108-SDR1 - APPLICANT/OWNER: CHURCH MOUNT SINAI MISSIONARY, ET AL
989, 1013 AND 1025 BALZAR AVENUE

03/31/2022



22-0108-SDR1 - APPLICANT/OWNER: CHURCH MOUNT SINAI MISSIONARY, ET AL
989, 1013 AND 1025 BALZAR AVENUE

03/31/2022



22-0108-SDR1 - APPLICANT/OWNER: CHURCH MOUNT SINAI MISSIONARY, ET AL
989, 1013 AND 1025 BALZAR AVENUE

03/31/2022



22-0108-SDR1 - APPLICANT/OWNER: CHURCH MOUNT SINAI MISSIONARY, ET AL
989, 1013 AND 1025 BALZAR AVENUE

03/31/2022

February 23, 2022

City of Las Vegas Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Subject: Justification Letter
Regarding: Entitlement(s) - Site Development Plan Review

Melvin Green
Principal

Emanuele Arguelles
Principal

Project Name:	Greater Mount Sinai Missionary Recruiting Ministries Inc.
Pre-Application Number:	101203-PRE
Project Number:	22-0108
Accessors Parcel Numbers:	139-21-610-012, 139-21-610-013, 139-21-610-014
Zone:	C-V

KME Architects LLC, on behalf of our client, the Greater Mount Sinai Missionary Recruiting Ministries Inc., is pleased to submit this submittal package with an application for site development review (SDR) of a new, one-story, sprinklered, multipurpose facility building addition, approximately 5,279 SF (gross), to an existing church, approximately 2,802 SF (gross); sprinklers to be added, if required.

Site Development Review

The proposed building addition will be constructed adjacent to the east side of the existing Church and will join the existing building via one pair of doors. The new Multipurpose Facility is to be use as ancillary use for the existing Church and will consist of an assembly or dining area (tables and chairs), two offices (Pastor/staff), three classrooms, separate men's and women's restrooms, a janitor closet, a kitchen with storage area, and a storage room. There will be no sale of alcoholic beverages for on-premises consumption, and no outdoor gardens or reception facilities. Use includes kitchen for preparation of meals for church members only.

The existing, single-story church is located on 0.54 acres (parcel 139-21-610-012). The new multipurpose facility will be located on 0.49 acres, which would currently span two parcels. It is the intention of the Owner to combine the three (3) parcels prior to construction. The three parcels are currently owned by Greater Mount Sinai Missionary Recruiting Ministries Inc., and currently zoned as civic (C-V). The Owner will provide a reversionary map which will combine the three parcels, following consultation with the Public Works, City Survey Division.

This development seeks to provide the attending parishioners with additional facilities for religious, educational use. The design intent is to provide an aesthetically pleasing and cohesive design which compliments the existing building, while enriching the culture of the nearby residences. The new multipurpose facility will incorporate specific architectural elements of the existing building to provide a monolithic design. The exterior facade will feature sloped roofs, arched windows, and illuminated recessed entrance foyers. The finish will match the existing church colors and consist of

22-0108
04/13/2022

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Masterplanning

painted stucco over CMU, with an accent color on the roof fascia, doors, and windows. The low slope of the mansard roof and gabled peak of the entrance canopy is a sensitive design to the adjacent residences, while providing an aesthetically pleasing transition to the neighboring commercial parcels, located across Balzar Avenue.

Signage

There will be no new signage as part of the new construction.

Property Line and Building Setbacks

The new building's north property line building setback will be fifteen feet (15'-0"), with an additional fifteen feet (15'-0") from the street, due to a right-of-way landscape belt currently maintained by the Owner. The new building's south property line building setback will be approximately sixty feet (60'-0"). The new building's east property line setback will be approximately seventy-six feet (76'-0"). The new building east perimeter wall is directly adjacent to the existing building.

Landscape

There will be no change to the existing, west landscape buffer, which is adjacent to a "round-about" circular intersection, surrounding the Lubertha Johnson Park . The existing north landscape buffer (approximately 15') is next to a right-of-way (approximately 15'), which is currently maintained by the Owner. This existing landscape belt is comprised of trees and grass and is adjacent to Balzar Avenue. A new fifteen-foot (15') north landscape buffer and existing (approximately 15') right-of-way will provide continuity within the site, as well as enhance the curb appeal due to the expansive green belt created. The existing south landscape buffer (approximately 7') will also be enhanced with additional, landscape trees and shrubs. The existing east landscape buffer (approximately 10') will be improved with the addition of new landscape trees and shrubs, and new landscape medians within the existing parking.

Parking

New Parking will be located on the east side of the new building. The additional parking will provide a sum of forty-five (45) parking spaces which meets and exceeds the number of required spaces (40-45). New landscape will also be added among the parking stalls, as required for beautification. In addition, the existing south and east landscape buffers will be enhanced with new landscape to provide a separation from the adjacent residential (R-2) parcels.

Landscape Waiver

We are requesting a waiver for the landscape medians within the existing south parking, which would separate parking stalls in groups of six (per the City of Las Vegas Unified Development Ordinance 19.10.02.10 and 9.08.04.0). We are asking for the waiver, in order, to meet the total required

22-0108
04/13/2022

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parking spaces; and ask for the existing condition to be “grandfathered” in the site design approval. As justification, we propose to enhance the existing south landscape buffer with new trees and shrubs, which will provide shade along the south perimeter parking and beautification.

We thank you for your consideration, please feel free to contact me with any questions you may have regarding this project.

Sincerely,

Melvin Green, NCARB, APEC, NOMA
Principal

22-0108
04/13/2022

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22-0108-SDR1
Church Mount Sinai Missionary, et al

989, 1013 & 1025 Balzar Avenue

Proposed 5.279 thousand square foot new church building replacing 3.444 thousand square feet of existing church use.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	5.279	6.95	37
PM Peak Hour			0.49	3
Sunday Peak Hour			9.99	53

(heaviest 60 minutes)

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	3.444	6.95	24
AM Peak Hour			0.49	2
PM Peak Hour			9.99	35

(heaviest 60 minutes)

Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	1.835	6.95	**13**
AM Peak Hour			0.33	**1**
PM Peak Hour			0.49	**18**

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Balzar Avenue	
Average Daily Traffic (ADT)	992
PM Peak Hour	79

(heaviest 60 minutes)

Concord Street	
Average Daily Traffic (ADT)	1,727
PM Peak Hour	138

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Balzar Avenue	12,480
Concord Street	15,600

This project is expected to add an additional 13 trips per day on Balzar Ave. and Concord St. Currently, Balzar is at about 8 percent of capacity and Concord is at about 11 percent of capacity. With this project, these capacities are expected to be unchanged.

Based on Peak Hour use, this expansion will add into the area roughly 18 additional peak hour trips on Sunday, or about one every three minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2022 JUN -9 A 11:34

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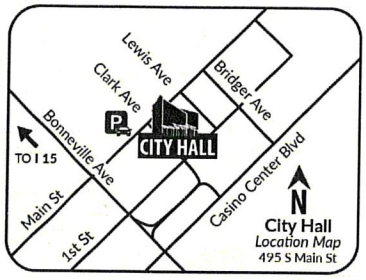

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For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0108-SDR1
City Council Meeting of **06/15/2022**

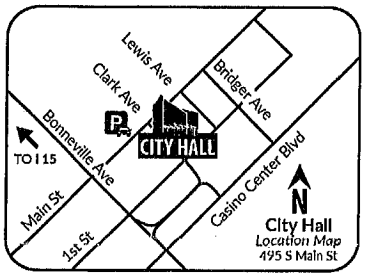
22-0108-SDR1
13921610029
FLEMING VERONICA
815 BALZAR AVE
LAS VEGAS NV 89106-2201

Submitted after final agenda
Item 51

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0108-SDR1

City Council Meeting of **06/15/2022**

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22-0108-SDR1
13921510272
STEWART EDDIE LEE ETAL
STEWART TROY LEE SR
874 BALZAR AVE
LAS VEGAS NV 89106-2202

Submitted after final agenda

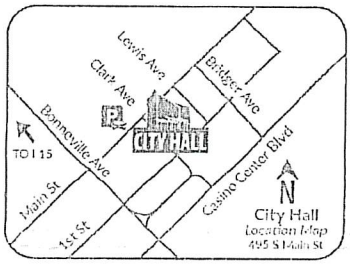
Date 6/13/2022 Item 51

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0108-SDR1

Planning Commission Meeting of **05/10/2022**

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Dept of Planning
City of Las Vegas

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22-0108-SDR1
13921610231
RABB JERRY E SR
1225 HART AVE
LAS VEGAS NV 89106-2401

83 BRDFNP1 89106

Submitted after final agenda
33A

APPLICANT/OWNER - NOT INCLUDED IN COUNT

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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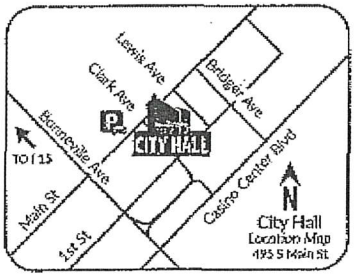
Permit No. 1630



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MAY 09 2022
City of Las Vegas
Department of Planning

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

22-0108-SDR1

Planning Commission Meeting of **05/10/2022**

22-0108-SDR1
13921610012
CHURCH MOUNT SINAI MISSIONARY
1025 BALZAR AVE
LAS VEGAS NV 89106-2203

33 BRDFNP1 89106

33A

Nora Lares

From: noreply@formstack.com
Sent: Thursday, April 28, 2022 2:00 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/28/22 1:59 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0108
Position:	I OPPOSE the project and all related applications.
Name:	Betty Rodman
Residential or Business Address:	1174 Mirage Lake St Henderson, NV 89120
Phone:	(702) 376-3452
Email:	b-g-rodman@msn.com
Comments:	Own 2 lots on Blankenship and I oppose this. I don't like to change zoning and I don't see any reason to change zoning to add on to a church.

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33.p

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
52

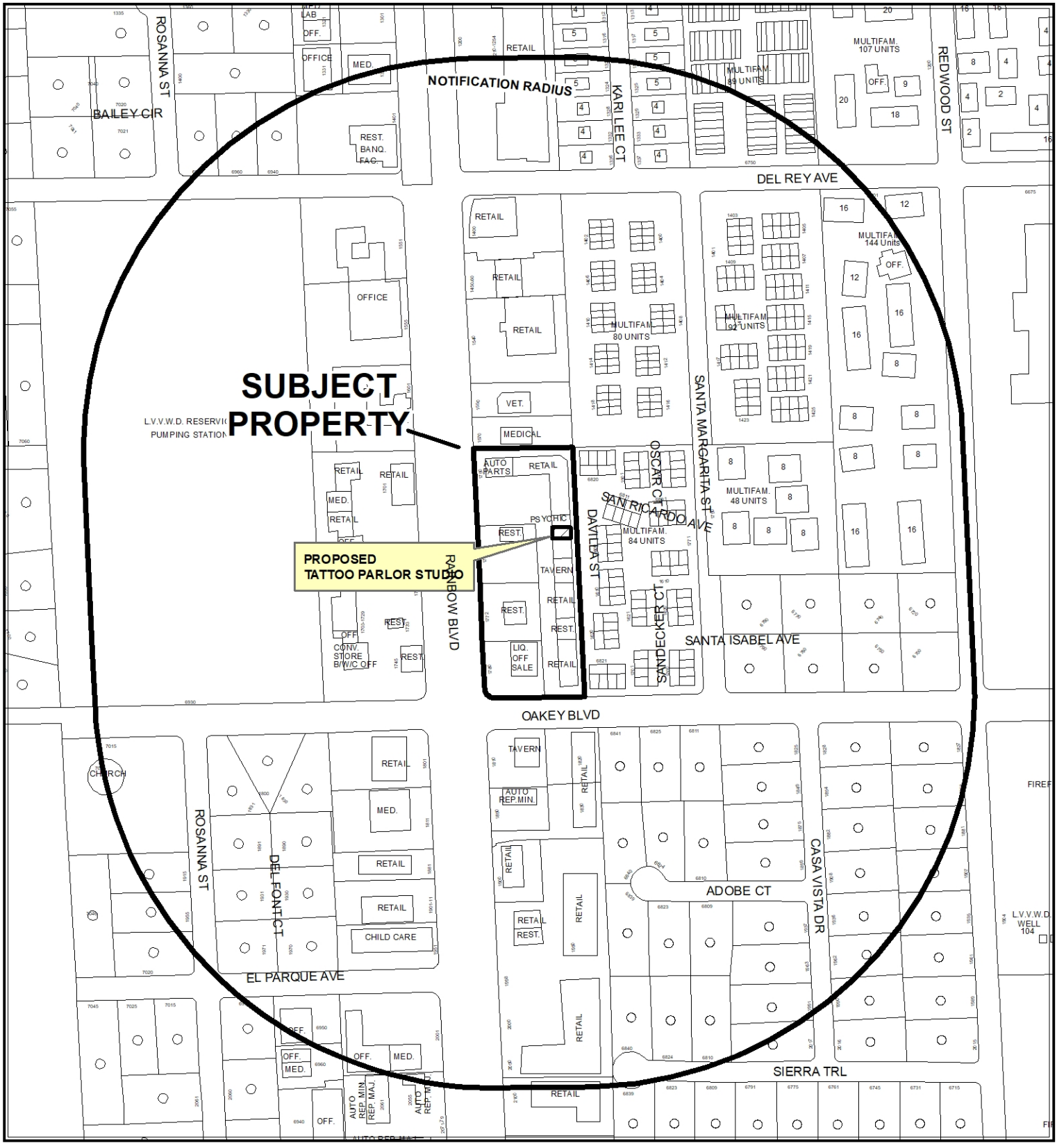
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0112-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: JUAN CARLOS SANCHEZ - OWNER: Y & SH, INC. - For possible action on a Land Use Entitlement project request FOR A TATTOO PARLOR/ BODY PIERCING STUDIO USE at 1750 South Rainbow Boulevard, Suite #13 (APN 163-02-212-001), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	1

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

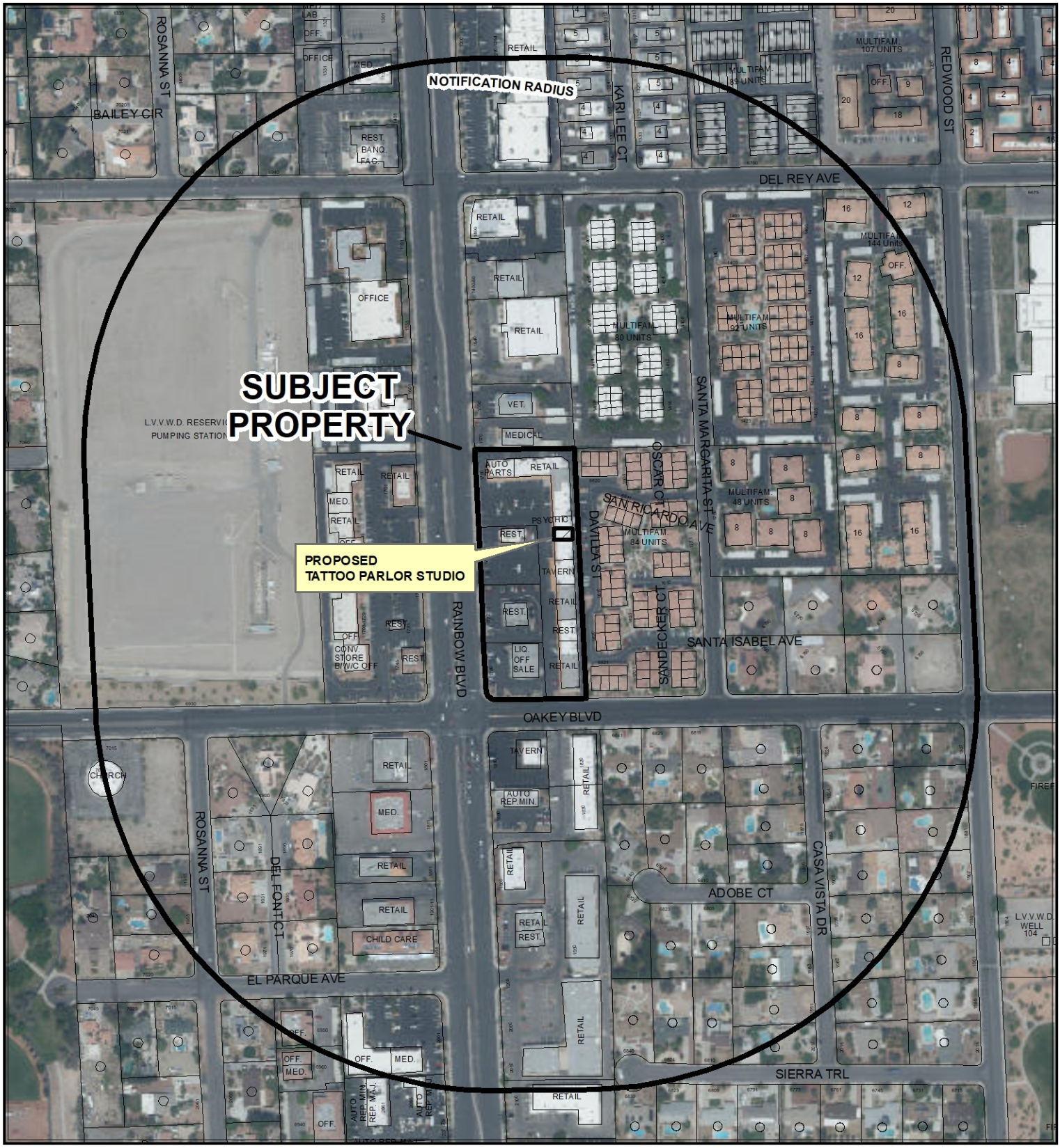
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Support Postcard
7. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Protest Postcards
8. Backup Documentation Submitted for the May 10, 2022 Planning Commission Meeting



CASE: **22-0112-SUP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **22-0112-SUP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15 , 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: JUAN CARLOS SANCHEZ - OWNER: Y & SH, INC.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0112-SUP1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 451 (by City Clerk)

PROTESTS 2

APPROVALS 0

BP

**** CONDITIONS ****

22-0112-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Tattoo Parlor/Body Piercing Studio use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting a Special Use Permit to allow an 889 square-foot Tattoo Parlor/Body Piercing Studio within an existing shopping center at 1750 South Rainbow Boulevard, Suite #13.

ISSUES

- The Tattoo Parlor/Body Piercing Studio use is permitted in the C-1 (Limited Commercial) zoning district through the approval of a Special Use Permit.

ANALYSIS

The subject site is located in a Shopping Center that is located at the southwestern corner of Rainbow Boulevard and Oakey Boulevard. The subject site is zoned C-1 (Limited Commercial). The applicant is requesting a Special Use Permit to allow a Tattoo Parlor/Body Piercing Studio within an 889 square-foot suite within the existing 53,266 square-foot shopping center.

The Tattoo Parlor/Body Piercing Studio is permitted in the C-1 (Limited Commercial) zoning district through the approval of a Special Use Permit. The Tattoo Parlor/Body Piercing Studio use is defined as “An establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of one or more of the following:

1. The placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances which result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.
2. The creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration.

This use does not include a permanent makeup establishment. The proposed application meets category one of the definition, as the applicant is proposing to create skin art (tattoos) on their clients. There are no minimum Special Use Permit requirements associated with this use.

Shopping centers are intended for a variety of commercial uses. As the proposed Tattoo Parlor/Body Piercing Studio is consistent with uses allowed in the C-1 (Limited Commercial) zoning district and can be conducted in a compatible and harmonious manner with the surrounding area, staff recommends approval of this request.

FINDINGS (22-0112-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Tattoo Parlor/Body Piercing Studio would occupy a suite within a commercial shopping center. The site does not have direct access to the residential neighborhood east of the subject site. The proposed use can be conducted in a manner that is harmonious with the existing land uses projected by the current zoning designations.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject suite is located within an established commercial shopping center, which was designed to accommodate a wide variety of commercial uses including the Tattoo Parlor/Body Piercing Studio use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site is accessed from Rainbow Boulevard a 100-foot Primary Arterial, and Oakey Boulevard, an 80-foot Collector Street. Each of which is adequate in size to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The site will be subject to licensing and inspection, thus protecting the public, health, safety, and general welfare.

5. The use meets all of the applicable conditions per Title 19.12.

There are no minimum requirements set forth by Title 19.12 for the proposed land use.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/20/85	The Board of County Commissioners approved a request for a Zone Change (ZC-0013-85) located at 1750 South Rainbow Boulevard.
02/12/86	The City Council approved a Petition (A-0035-02) to Annex parcels of land generally located south of Charleston Boulevard, containing approximately 1,470 acres. The Annexation became effective on 02/12/86.
04/15/93	The City Council approved a request for a Special Use Permit (U-0043-92) for a Beer/Wine/Cooler On-Sale use located at 1770 South Rainbow Boulevard. The Planning Commission and staff recommended approval of the request. The Special Use Permit was approved 04/14/93.
05/10/22	The Planning Commission (7-0 vote) recommends APPROVAL on a Land Use Entitlement project request FOR A TATTOO PARLOR/ BODY PIERCING STUDIO USE at 1750 South Rainbow Boulevard, Suite #13 (APN 163-02-212-001), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen).

Most Recent Change of Ownership	
10/11/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/03/15	A Business License (#G63-05954) was issued for General Retail Store, Other Than Listed at 1750 South Rainbow Boulevard, Suite #13. The license is inactive as of 03/01/18.
07/14/18	A Business License (#G66-04656) was issued for General Retail Store, Other Than Listed at 1750 South Rainbow Boulevard, Suite #13. The license is inactive as of 01/01/21.
06/16/21	A Business License (#G69-03731) was issued for General Retail Store, Other Than Listed at 1750 South Rainbow Boulevard, Suite #13. The license is inactive as of 12/01/21.

Pre-Application Meeting	
02/22/22	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Special Use Permit pertaining to a proposed Tattoo Parlor/Body Piercing Studio.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/30/22	A routine field check was conducted by staff; nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	2.21

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Personal Service	TOC-2 (Transit Oriented Corridor – 2)	C-1 (Limited Commercial)
	General Retail		
	Restaurant		
North	Office, Medical or Dental		P-R (Professional Office)
South	Tavern Limited Establishment		C-1 (Limited Commercial)
East	Multi-Family, Detached		R-PD17 (Residential Planned Development - 17 Unit Per Acre)
West	General Personal Service		C-1 (Limited Commercial)
	General Retail		
	Restaurant		

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: Charleston	Y
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area – Area 1/2	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Rainbow Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Oakey Boulevard	Collector	Master Plan of Streets and Highways Map	80	Y

Pursuant to ZC-0013-85, 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	53,266 SF	1 per 250 SF	213		180		
TOTAL SPACES REQUIRED			220	7	192	12	Y*

*Pursuant to ZC-0013-85, the Shopping Center was allowed to provide 184 parking spaces in 02/20/85.

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) Special Use Permit

Project Address (Location) 1750 S. Rainbow Blvd Suite 13, Las Vegas, NV 89146

Project Name Juan Carlos Sanchez Tattoo parlor/Body Piercing Studio **Proposed Use** Tattoo/Body Piercing Studio

Assessor's Parcel #(s) 163-02-212-001 **Ward #** 1-KNUDSEN

General Plan: Existing X Proposed _____ **Zoning:** Existing X Proposed _____

Additional Information _____

Property Owner Y&S H Inc. Contact Property Manager

Address 1820 E Warmsprings Rd. Suite 120 City Las Vegas State NV Zip 89119

E-mail Phyllis Hanley @ LV cambridge.com Phone 702 · 795 · 7900

Applicant Juan Carlos Sanchez Contact Juan Carlos Sanchez

Address 6311 La Palma Pkwy City Las Vgeas State NV Zip 89118

E-mail juancsanchez427@gmail.com Phone (702) 722-7698

Representative Juan Carlos Sanchez Contact Juan Carlos Sanchez

Address 6311 La Palma Pkwy City Las Vegas State NV Zip 89118

E-mail juancsanchez427@gmail.com Phone (702) 722-7698

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 [signature]

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Sonny Hong

Subscribed and sworn before me

This 25th day of February, 20 22

Veronica Patrick

Notary Public in and for said County and State Clark County, Nevada

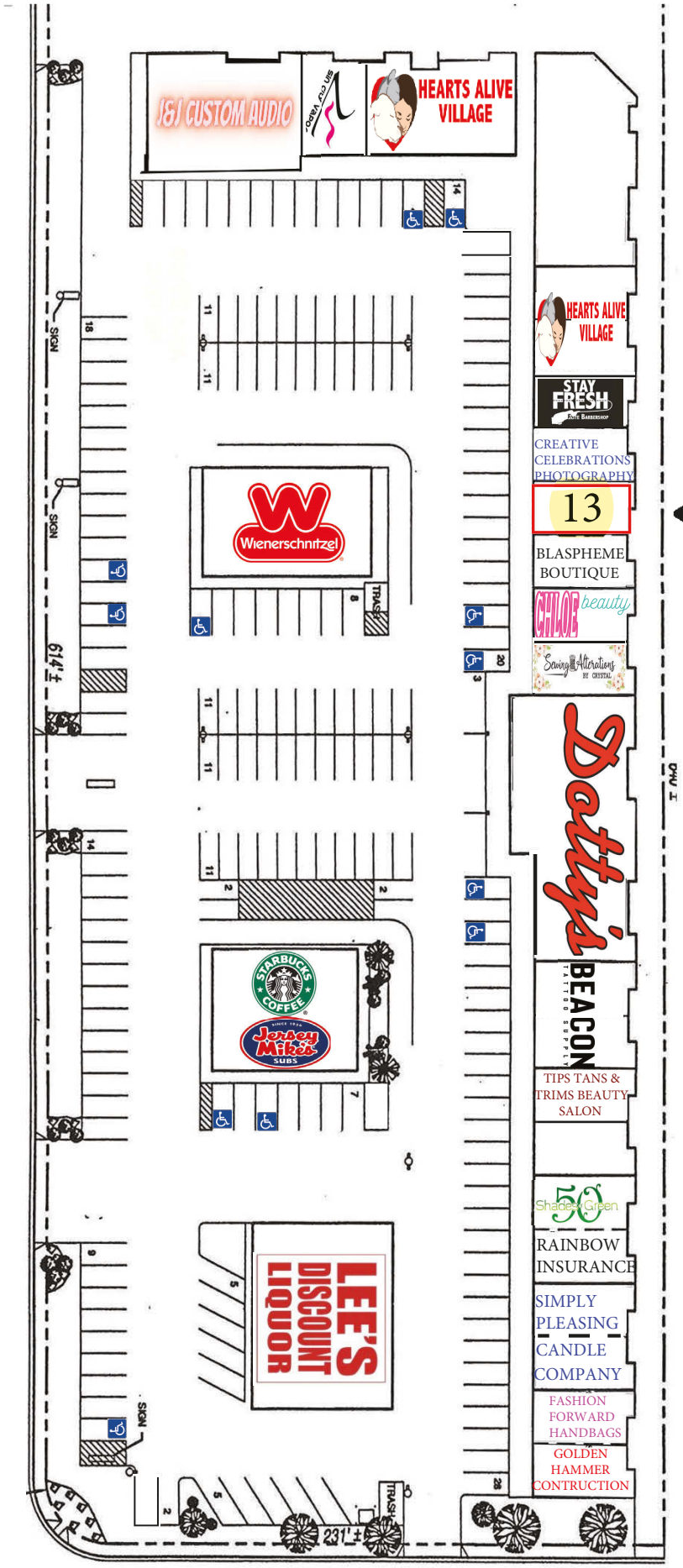
VERONICA PATRICK
Notary Public State of Nevada
Appointment No. 20-0241-01
My Appointment Expires 07/29/2024

22-0112
03/03/2022

Juan Carlos Sanchez
1750 S. Rainbow Blvd Suite 13
Las Vegas, NV 89146

NORTH

PARKING SPACES
180 REGULAR
12 HANDICAP
192 TOTAL SPACES



SUITE 13

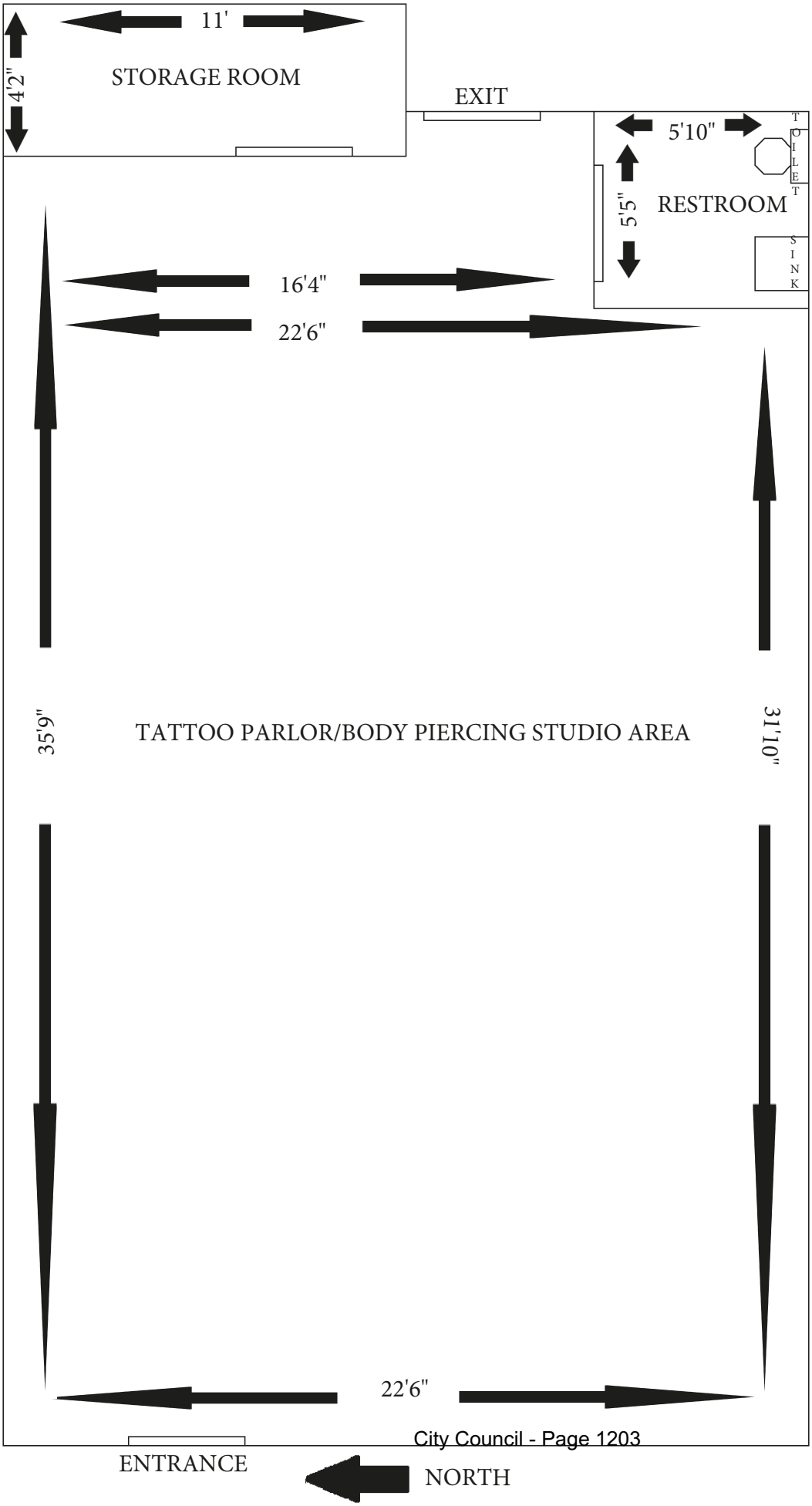
Rainbow Blvd

22-0112
03/03/2022

Oakey Blvd

Total Square Footage: 889 sq ft

Juan Carlos Sanchez
1750 S. Rainbow Blvd Suite 13
Las Vegas, NV 89146



22-0112
03/03/2022



22-0112-SUP1 - APPLICANT: JUAN CARLOS SANCHEZ - OWNER: Y & SH, INC.
1750 SOUTH RAINBOW BOULEVARD, SUITE #13

03/30/2022



22-0112-SUP1 - APPLICANT: JUAN CARLOS SANCHEZ - OWNER: Y & SH, INC.
1750 SOUTH RAINBOW BOULEVARD, SUITE #13

03/30/2022

To: City of Las Vegas, Department of Planning

From: Juan Carlos Sanchez

Date: February 11, 2022

Re: Justification Letter

Location: 1750 S. Rainbow Blvd., Ste. 13, Las Vegas, Nevada 89146

Dear City of Las Vegas:

I am seeking a Special Use Permit to open and operate a tattoo parlor/body piercing studio at the subject location. Upon receipt of the Special Use Permit I will trademark the shop name and obtain my Las Vegas business license. I anticipate the shop's operating hours will be from 10 a.m. to 10 p.m., open Monday through Saturday. Additionally, I anticipate having two employees.

While promoting a quiet, clean, and friendly environment for patrons to obtain body art, the shop will adhere to the highest safety and health standards. I will obtain and maintain a health permit from the Clark County Health District, along with all other required business licenses and permits that are necessary for operation. The shop shall adhere to all state/county/municipal laws, statutes, regulations, and policies regarding health and safety. Additionally, the shop will not sell tobacco or alcohol products, and consumption of such products will not be permitted on the premises.

In support of my application, I affirm the following:

a. My tattoo shop will be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan. I do not anticipate my shop generating any conflicts or burdens on the surrounding premises or properties.

b. The site of my tattoo shop is physically suitable for the type and intensity of land use being proposed. I am able to meet the health permit requirements of the Clark County Health District regarding use of space for a tattoo parlor, and I do not anticipate a high volume of people in the establishment at any given time, provided that most of the services will be appointment-based.

c. The main cross-streets of the tattoo shop, S. Rainbow Blvd. and W. Oakey Blvd., provide multiple access points to the property and are of adequate size to meet the requirements of the proposed use. Additionally, there are adequate parking spaces (including for handicap parking) available.

d. Approval of the Special Use Permit for my tattoo shop at this location will not compromise the public health, safety and welfare or primary objectives of the General Plan, as the use will be subject to regular inspections and licensing requirements.

22-0112
03/03/2022

Lastly, to the extent that any of following sustainability questions are applicable to my tattoo shop, my answer is "no" for each of the following questions.

Sustainability (if applicable – if yes, please explain)	***Yes***	***No***
Will this project participate in the City of Las Vegas Green Building Program? (Newly constructed buildings are eligible; find on the web at: http://www.lasvegasnevada.gov/sustaininglasvegas/default.htm.)		X
Will this project be constructed to LEED or other equivalent standards?		X
Will this project utilize alternative energy sources or water savings measures? (Examples: solar, wind, xeriscape)		X
Is there connectivity to adjacent parcels? (Automobile or pedestrian)		X
Will the proposed project qualify as a walkable community (for Residential and Mixed Use projects only)? (Walkable communities allow residents to access communityamenities needed to conduct routine activities of daily life within a ½ mile.)		X
Is the project using any means of sustainable construction? (Examples: Covered parking, light color palate, building orientation, etc.)		X
Will this project meet the intent of the Urban Forestry Initiative? (Is there a landscape waiver requested that will result in the loss of tree canopy coverage?)		X
Will the project provide any bicycle parking?		X
Will the project provide any electric vehicle recharging stations?		X

Please let me know if I may provide any additional information for your consideration of my application. Thank you for your time and consideration.

Sincerely,



Juan Carlos Sanchez
6311 La Palma Pkwy.
Las Vegas, NV 89118
(702) 722-7698
juancsanchez427@gmail.com

22-0112
03/03/2022

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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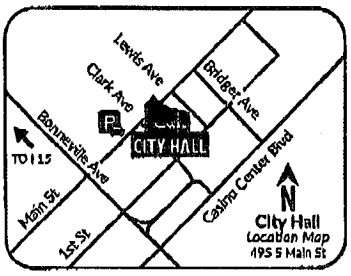
CITY CLERK

2022 JUN -6 P 3:27



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0112-SUP1

City Council Meeting of **06/15/2022**

22-0112-SUP1
16302211037
WILCOX JULIE A
SLAY RONALD
1920 S MARYLAND PKWY
LAS VEGAS NV 89104-3106

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 22-0112-SUP1

SUBJECT: APPLICANT: JUAN CARLOS SANCHEZ - OWNER: Y & SH, INC.

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***June 15, 2022*** City Council meeting. . All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares and Emily Wetzstein*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov*** and ***ewetzstein@lasvegasnevada.gov*** . If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 8:00AM ***TUESDAY, JUNE 14, 2022.***

Juan Sanchez
Signature

06/07/2022
Date

Juan Carlos Sanchez
Please Print Name

Silver Squid Ink
Company Name

Submitted after final agenda

AGENDA ITEM 52
RECEIVED 6.7.22
6.15.22 CC MEETING

Sincerely,

Seth Floyd
Director of Community Develpment
Department of Planning

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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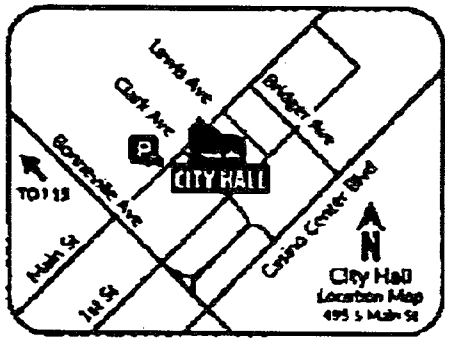
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0112-SUP1

City Council Meeting of 06/15/2022

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22-0112-SUP1
16302311005
LUI WILLIAM & JEAN
1250 MAYAPAN RD
LA HABRA HEIGHTS CA 90631

64 DRDFNP1 90631

Submitted after final agenda
Item 52

7-Jun-2022 22:34 From William Lui. Phone #9144342507 FaxZero.com p.2

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2022 JUN -9 A 11:35

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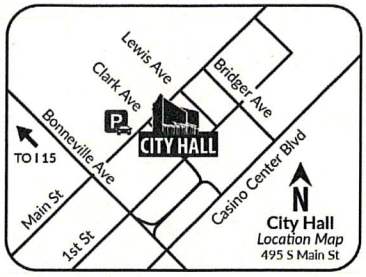

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0112-SUP1

City Council Meeting of **06/15/2022**

22-0112-SUP1
16302310012
ABNEY JANET T LIVING TRUST
ABNEY JANET T TRS
6823 ADOBE CT
LAS VEGAS NV 89146-2920

97 DRDFNP1 89146

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
MAY 09 2022
City of Las Vegas
Department of Planning

CASE: 22-0112-SUP1

SUBJECT: APPLICANT: JUAN CARLOS SANCHEZ - OWNER: Y & SH, INC.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 10, 2022*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov*** and ***Emily Wetzstein*** to ***ewetzstein@lasvegasnevada.gov*** If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, MAY 9, 2022.***

Juan Sanchez
Signature

05/09/2022
Date

Juan Carlos Sanchez
Please Print Name

Silver Squid Ink
Company Name

Sincerely,

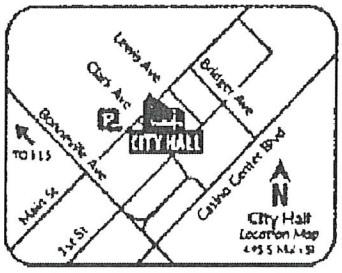
Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda
#13

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. To contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0112-SUP1

Planning Commission Meeting of **05/10/2022**

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MAY 09 2022

City of Las Vegas
Department of Planning

22-0112-SUP1
16302311005
LUI WILLIAM & JEAN
1250 MAYAPAN RD
LA HABRA HEIGHTS CA 90631

54 BRDFMP1 90631

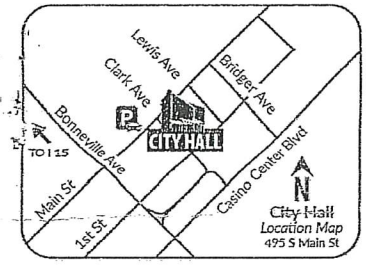
Submitted after final agenda

13P

6-May-2022 19:53 From William Lui. Phone #9144342587 FaxZero.com p.2

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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MAY 05 2022
Dept of Planning
City of Las Vegas

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. To contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0112-SUP1
Planning Commission Meeting of **05/10/2022**

22-0112-SUP1
16302213045
SWEETMAN CAROL B
1610 SANDECKER CT # 202
LAS VEGAS NV 89146-0876

97 BRDFNP1 89146

13P

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
53

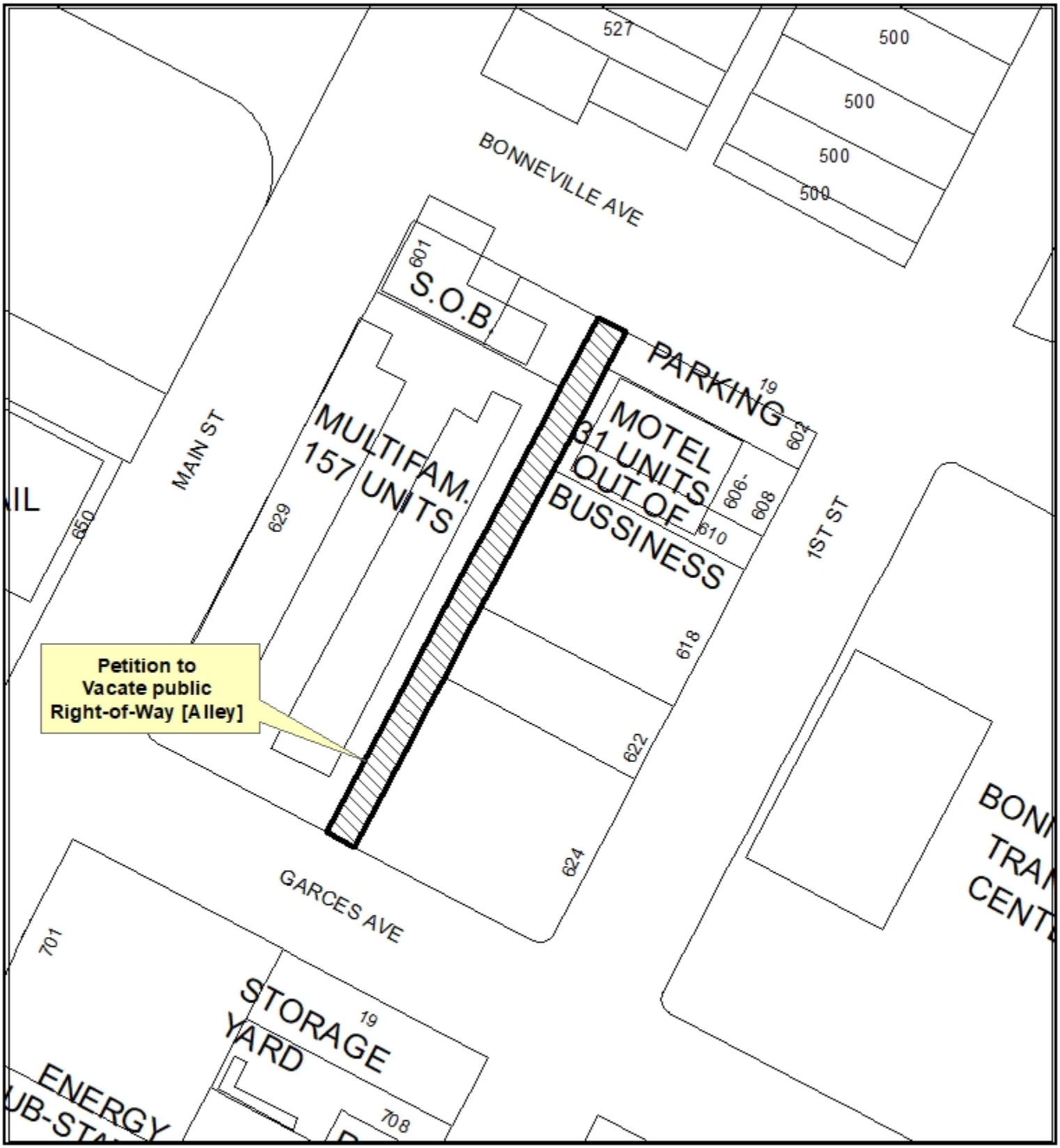
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0163-VAC1 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: TGP DESERT MANOR, LP - For possible action on a Land Use Entitlement project request for a Petition to Vacate a public alley east of Main Street between Bonneville Avenue and Garces Avenue, and west of 1st Street, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation
7. Backup Documentation Submitted for the May 10, 2022 Planning Commission Meeting



CASE: **22-0163-VAC1**

0 70 140
Feet



CASE: **22-0163-VAC1**

0 70 140
Feet

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: TGP DESERT MANOR, LP

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0163-VAC1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 32 (by City Clerk)

PROTESTS 0

APPROVALS 0

NE

**** CONDITIONS ****

22-0163-VAC1 CONDITIONS

1. The limits of this Petition of Vacation shall be defined as the public alley right-of-way between Main Street and 1st Street bounded by the southern right-of-way line on Bonneville Avenue and the northern right-of-way line on Garces Avenue.

2. Provide a plan showing how the right-of-way proposed to be vacated will be incorporated into the abutting properties so that an un-maintained “no-man’s land” area is not produced by this action. The required plan shall identify exactly who is responsible to reclaim each portion of right-of-way and exactly how the right-of-way will be reclaimed, and shall provide a schedule of when such reclamation will occur. Such plan shall be approved by the City Engineer prior to the recordation of the Order of Vacation or the submittal of any construction drawings adjacent to or overlying the area requested for vacation, whichever may occur first.

3. A minimum 20-foot wide Public Sewer Easement shall be reserved in the Order of Vacation. Comply with the recommendations of the Sanitary Sewer Section.

4. A minimum 20-foot wide Public Drainage Easement shall be reserved in the Order of Vacation. Any development will require a Technical Drainage Study.

5. The Order of Vacation shall reserve easements for the facilities of all City of Las Vegas Franchise Holders unless written verifiable letters of consent without reservation are received prior to recordation.

6. 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.

7. 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.

8. All development shall be in conformance with code requirements and design standards of all City Departments.

9. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

10. If the Order of Vacation 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.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to vacate the public alley bounded by Bonneville Avenue to the north, 1st Street to the east, Garces Avenue to the South and Main Street to the west.

ANALYSIS

The applicant is the owner of all adjacent properties to the subject alley, and this vacation will not eliminate public street access to any of the abutting parcels. The applicant is not proposing any development in conjunction with this vacation request at this time.

This vacation request does not involve excess right-of-way, and would result in uniform right-of-way widths as it would eliminate the entire the alley. From a traffic handling viewpoint, this vacation request does not result in a reduced traffic handling capability.

The requested Petition to Vacate does not conflict with any City requirements, and staff has no objection of the request. Therefore, staff is recommending approval of the request with conditions.

BACKGROUND INFORMATION

Pre-Application Meeting	
03/15/22	Staff conducted a pre-application meeting to discuss the proposed Petition to Vacate a public alley.
05/10/22	The Planning Commission (7-0 vote) recommends APPROVAL on a Land Use Entitlement project request for a Petition to Vacate a public alley east of Main Street between Bonneville Avenue and Garces Avenue, and west of 1st Street, Ward 3 (Diaz).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/31/22	Staff performed a routine field check to observe the subject alley. Nothing of concern was noted by staff during the visit.

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public Alley	ROW (Right-of-Way)	ROW (Right-of-Way)
North	Parking Lot / Vacant Building	C (Commercial)	C-2 (General Commercial)
			C-M (Commercial / Industrial)
South	Utility Installation	PF (Public Facilities)	C-V (Civic)
		C (Commercial)	C-M (Commercial / Industrial)
East	Multi-Family / Vacant Lot	C (Commercial)	C-2 (General Commercial)
West	Vacant Building / Multi-Family	C (Commercial)	C-2 (General Commercial)

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) Vacation

Project Address (Location) Alleyway east of Main Street, between Bonneville and Garces

Project Name 629 S. Main St **Proposed Use**

Assessor's Parcel #(s) 139-34-311-010 **Ward #** 3

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

Property Owner TGP Desert Manor, LP **Contact** Christina Van Zandt

Address 8465 W. SAHARA AVE., STE. 111 City Las Vegas State NV Zip 89117

E-mail christinavz@gmail.com Phone 650-906-7754

Applicant CivilWorks Inc **Contact** Brandon A. Potts

Address 4945 W. Patrick Lane City Las Vegas State NV Zip 89118

E-mail bap@civilworksonline.com Phone 702-279-3576

Representative CivilWorks Inc **Contact** Brandon A. Potts

Address 4945 W. Patrick Lane City Las Vegas State NV Zip 89118

E-mail bap@civilworksonline.com Phone 702-279-3576

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 Christina Van Zandt

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name CHRISTINA VAN ZANDT

State of Texas; County of Dallas

Subscribed and sworn before me

This 17th day of March , 20 22

Notary Public in and for said County and State

22-0163

Jennifer Frazier
Notary Public, State of Texas
Comm. Expires 03-16-2026
Notary ID 131492357

Notarized Online with NotaryLive.com

This document is signed by

Signatory	CN=Jennifer Frazier, DNQ=A01410D0000017F45D1C7A2001A0252, O=Texas, C=US
Date/Time	Fri Mar 18 00:06:33 UTC 2022
Issuer-Certificate	CN=IGC CA 1, OU=IdenTrust Global Common, O=IdenTrust, C=US
Serial-No.	850783654247798342146908760062475153O6
Method	urn:adobe.com:Adobe.PPKLite:adbe.pkcs7.sha1 (Adobe Signature)

22-0163
03/21/2022

Inst #: 20180808-0000125
Fees: $40.00
RPTT: $58777.50 Ex #:
08/08/2018 07:45:34 AM
Receipt #: 3475336
Requestor:
FIRST AMERICAN TITLE NCS
Recorded By: BGN Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
TGP DESERT MANOR, LP
405 El Camino Real #220
Menlo Park, CA 94025

MAIL TAX STATEMENTS TO:
TGP DESERT MANOR, LP
405 El Camino Real, #220
Menlo Park, CA 94025

910498

APNs: 139-34-311-008, -009, -010, -011, -012, -013, -014, -015 and -016

(Space above line for Recorder's use only)

ASSESSOR'S COPY

GRANT DEED

1060 Broadway LLC, a California limited liability company, as to an undivided 26% tenancy-in-common interest, Oakwood Plaza, LLC, a California limited liability company, as to an undivided 64% tenancy-in-common interest and K&J Las Vegas Endeavor, LLC, a Nevada limited liability company, as to an undivided 10% tenancy-in-common interest, as "GRANTOR," do hereby Grant, Bargain, Sell and Convey to TGP Desert Manor, LP, a Nevada limited partnership, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.
2. All matters of record.

{Signature Page Follows}

22-0163
03/21/2022

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated as of August 6, , 2018.

"GRANTOR"

LLC, a California limited

1060 Broadway, LLC, a California limited liability company

company

By: _____

Name: Eshagh Isaac Kermani

Title: Manager

Oakwood Plaza, LLC, a California limited liability company

By: _____

Name: Jonathan Kermani

Jonathan

Title: Manager

K&J Las Vegas Endeavor, LLC, a Nevada limited liability company

company

By: _____

Name: Kamyar Manouchehri

Kamyar

Title: Manager

Manager

ASSESSOR'S COPY

22-0163
03/21/2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 8, 6, 2018 before me, AFSHIN K HODDAM, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Kamyar Manouchehri
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AFSHIN KHODDAM
Commission # 2147440
Notary Public - California
Los Angeles County
My Comm. Expires Apr 21, 2020

Signature _____
Signature of Notary Public

Afshin Khoddam, #2147440
Exp. 4/21/20

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant Deed Document Date: 8,6,18
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

22-0163
03/21/2022

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ASSESSOR'S COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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 8/6/2018 before me, AFSHIN Khoddam, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Jonathan Kermani and Eshagh Isaac Kermani
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AFSHIN KHODDAM
Commission # 2147440
Notary Public - California
Los Angeles County
My Comm. Expires Apr 21, 2020

Signature _____
Signature of Notary Public

Afshin Khoddam, #2147440
Exp. 4/21/20

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant Deed Document Date: 8/6/18
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

22-0163
03/21/2022

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RECORDS COPY

EXHIBIT 'A'

ASSESSOR - COPY

PARCEL 1:

LOTS ONE (1), TWO (2), THREE (3), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF OF FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE CERTAIN PARCELS OF LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS DOCUMENT NO. 03569 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO CITY OF LAS VEGAS BY GRANT, BARGAIN, SALE AND DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123, AS INSTRUMENT NUMBER 03478, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

PARCEL 2:

LOTS FOUR (4) THROUGH SIXTEEN (16) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THE INTEREST IN THE NORTHWESTERLY 5.00 FEET OF SAID LAND AS CONVEYED BY DEED RECORDED MAY 10, 1978 AS DOCUMENT NO. 844496, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

PARCEL 3:

LOTS SEVENTEEN (17) THROUGH TWENTY-ONE (21) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

22-0163
03/21/2022

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

PARCEL 4:

LOTS TWENTY-TWO (22) AND TWENTY-THREE (23) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 5:

LOTS TWENTY-FOUR (24) THROUGH TWENTY-SEVEN (27) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 6:

LOTS TWENTY-EIGHT (28), TWENTY-NINE (29) AND THIRTY (30) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ASSESSOR'S COPY

22-0163
03/21/2022

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 139-34-311-008 thru 139-34-311-016
   b) _____
   c) _____
   d) _____

2. Type of Property
   a) ☐ Vacant Land b) ☐ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg. f) ☒ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other _____

FOR RECORDERS OPTIONAL USE
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. a) Total Value/Sales Price of Property: $11,525,000.00
   b) Deed in Lieu of Foreclosure Only (value of property) ($ _____)
   c) Transfer Tax Value: $11,525,000.00
   d) Real Property Transfer Tax Due $58,777.50

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per 375.090, Section: _____
   b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: Escrow Agent
Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: 1060 Broadway LLC and Oakwood Plaza, LLC and K&J Las Vegas Endeavor, LLC	Print Name: TGP Desert Manor, LP
Address: 1620 S. Los Angeles St., Unit C	Address: 405 El Camino Real #220
City: Los Angeles	City: Menlo Park
State: CA Zip: CA	State: 90015 Zip: 94025

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: First American Title Insurance Company National Commercial Services File Number: NCS-910498-HHLV KR/ TP
Address 2500 Paseo Verde Parkway, #120
City: Henderson State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ASSESSOR COPY

22-0163
03/21/2022

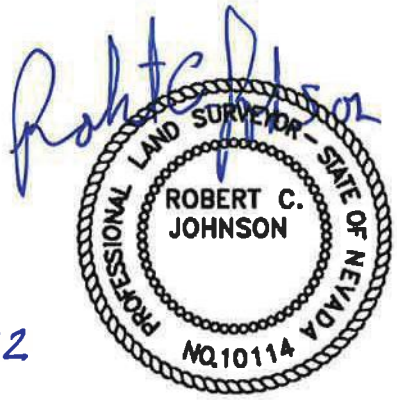
EXHIBIT "A"
LEGAL DESCRIPTION FOR
VACATION OF 20.00 FEET ALLEY
VS

BEING PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.DM., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

BEING THE 20.00 ALLEY IN BLOCK 8, OF 'CLARK'S LAS VEGAS TOWNSITE' AS SHOWN ON PLAT IN BOOK 1 OF PLATS, PAGE 57, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

CONTAINS 8,000 SUARE FEET.

END OF DESCRIPTION.

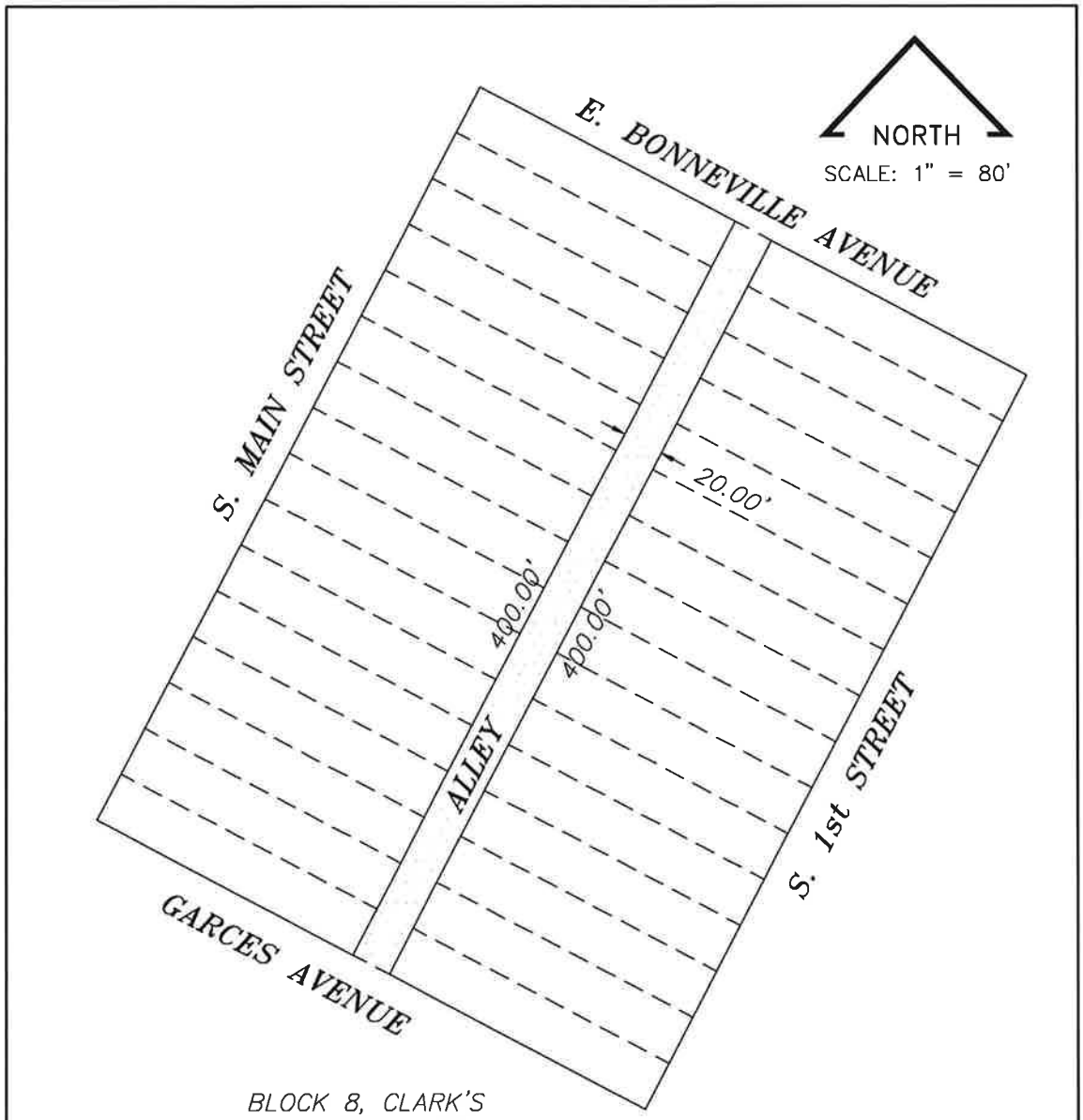


2/22/22

EXPIRES 6/30/2023

FEBRUARY 22, 2022
#22006.00
ALLEY VACATION.DOC
PREPARED BY R.C.J.

22-0163
03/21/2022



BLOCK 8, CLARK'S
LAS VEGAS TOWNSITE

8,000 SQUARE FOOT
20' ALLEY VACATION

VS-

EXHIBIT "B"

SEC.34, T.20S., R.61E.

20.00' PUBLIC ALLEY VACATION

HMH SurveyingInc
4945 WEST PATRICK LANE, LAS VEGAS, NEVADA 89118
OFFICE #: (702) 534-7505 - FACSIMILE #: (702) 534-1830

22006.00/DWG/VACATION.DWG PAGE 2 OF 2

22-0163
03/21/2022



22-0163-VAC1 - APPLICANT/OWNER: TGP DESERT MANOR, LP
EAST OF MAIN STREET BETWEEN BONNEVILLE AVENUE AND GARCES AVENUE, AND WEST OF 1ST STREET
03/31/2022



22-0163-VAC1 - APPLICANT/OWNER: TGP DESERT MANOR, LP
EAST OF MAIN STREET BETWEEN BONNEVILLE AVENUE AND GARCES AVENUE, AND WEST OF 1ST STREET
03/31/2022

February 3, 2022

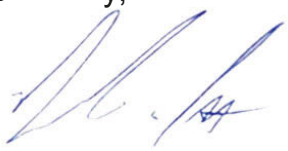
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

RE: 629 S. Main Street – Vacation of Alleyway

To Whom It May Concern,

CivilWorks, Inc. is submitting this justification letter for the Subject Project. This project is meant to vacate the current alleyway as it is no longer necessary. Please review and let me know if you have any questions. You can reach me at 702-279-3576 or bap@civilworksonline.com.

Sincerely,



Brandon A. Potts, P.E.
Principal Engineer

CivilWorksInc
"Sensible" solutions tailored to your "specific" needs.
4945 West Patrick Lane • Las Vegas, NV 89118-2858
Office: 702.534.7555 • Email: info@civilworksonline.com

22-0163
03/21/2022

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 22-0163-VAC1

SUBJECT: APPLICANT/OWNER: TGP DESERT MANOR, LP

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***June 15, 2022*** City Council meeting. . All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares and Emily Wetzstein*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov*** and ***ewetzstein@lasvegasnevada.gov*** . If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 8:00AM ***TUESDAY, JUNE 14, 2022.***

Signature — 06/07/22 Date

Christina Van Zandt, Manager

Please Print Name

TGP Desert Manor, LP

Company Name

Submitted after final agenda

AGENDA ITEM 53
RECEIVED 6.7.22
6.15.22 CC MEETING

Sincerely,

Seth Floyd
Director of Community Develpment
Department of Planning

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
MAY 05 2022
City of Las Vegas
Department of Planning

CASE: 22-0163-VAC1

SUBJECT: APPLICANT/OWNER: TGP DESERT MANOR, LP

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 10, 2022*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov*** and ***Emily Wetzstein*** to ***ewetzstein@lasvegasnevada.gov*** If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, MAY 9, 2022.***

Signature _____ Date 05/03/2022

Christina Van Zandt, Managing Member
Please Print Name

TGP Desert Manor, LP a Nevada Limited Partnership
by Magnolia Circle, LLC, its general partner
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda
#25

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
54

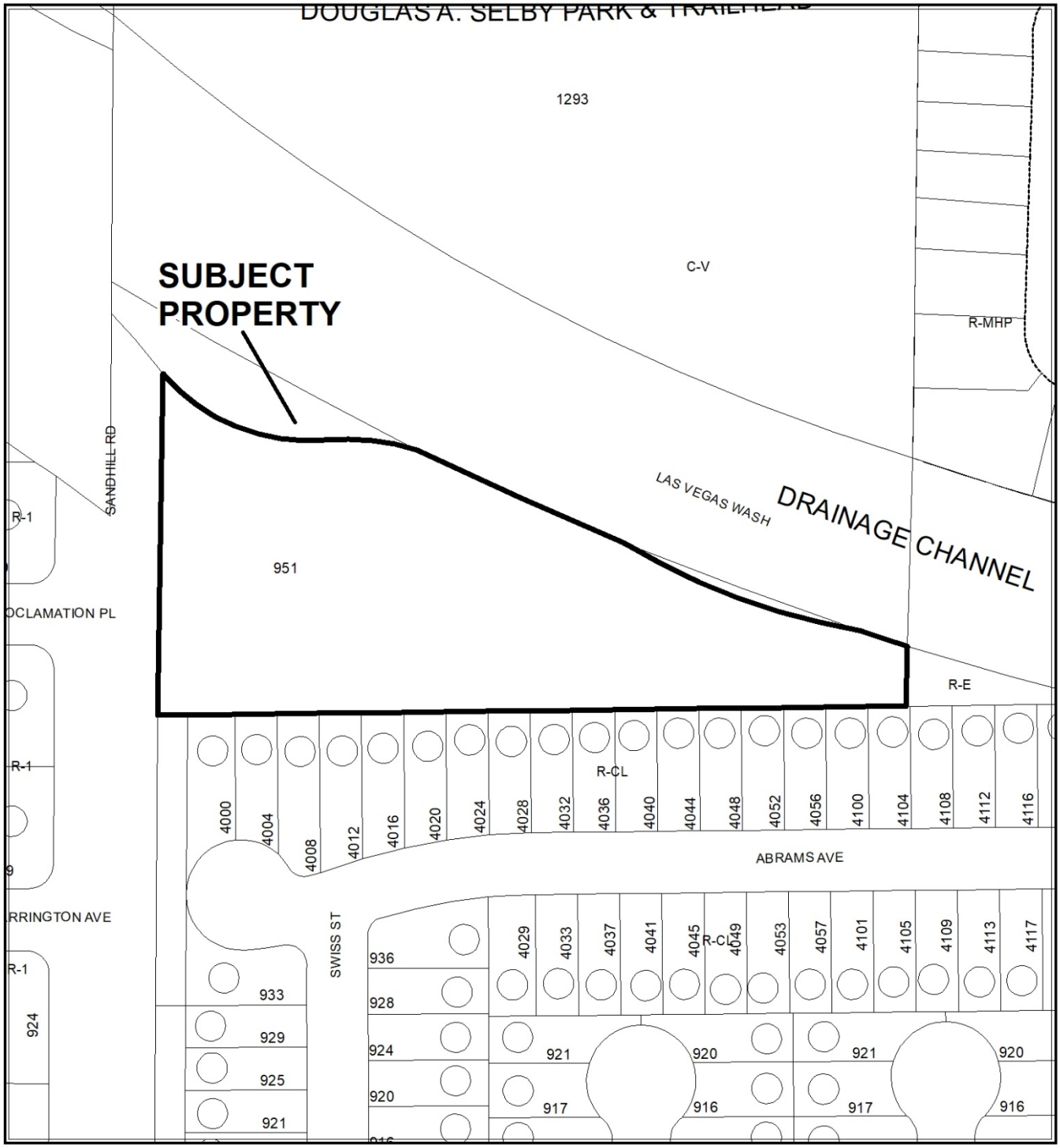
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0180 - NON-PUBLIC HEARING - APPLICANT/OWNER: NEVADA NEW BUILDS, LLC - For possible action on the following Land Use Entitlement project requests on 2.29 acres located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road (APN 140-30-601-006), R-3 (Medium Density Residential) Zone, Ward 3 (Diaz). Staff recommends APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation



CASE: 22-0180

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



CASE: 22-0180

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NEVADA NEW BUILDS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0180-EOT1	Staff recommends APPROVAL, subject to conditions.	
22-0180-EOT2	Staff recommends APPROVAL, subject to conditions.	22-0180-EOT1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

CG

**** CONDITIONS ****

22-0180-EOT1 CONDITIONS

Planning

1. This approval shall expire on May 21, 2024 unless another Extension of Time is approved by the City of Las Vegas

2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-53040) and all other related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

22-0180-EOT2 CONDITIONS

1. This approval shall expire on May 21, 2024 unless another Extension of Time is approved by the City of Las Vegas

2. Conformance to the Conditions of Approval for Variance (VAR-53197) and all other related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a fourth Extension of Time for a previously approved Site Development Plan Review (SDR-53040) and Variance (VAR-53197) to allow a proposed 2-story, 40-unit apartment complex that doesn't meet residential adjacency setbacks on a property located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road.

ISSUES

- These are the fourth Extension of Time requests for Site Development Plan Review (SDR-53040) and Variance (VAR-53197).

ANALYSIS

The applicant is requesting Extensions of Time for the following entitlements, originally approved May 21, 2014:

- A Site Development Plan Review (SDR-53040) for a proposed 2-story, 40-unit apartment complex;
- A Variance (VAR-53197) to allow a residential adjacency setback of 41 feet where 83 feet is required.

The submitted justification letter states that the applicant has not been able to find a buyer and developer for the subject site and requests these Extensions of Time as the applicant's negotiation agreements would extend beyond the May 21, 2022 expiration of the previously approved entitlements. No building plans have been submitted for review nor have any building permits been issued for the proposed development.

Pursuant to Title 19.16.140 and Title 19.16.100 land entitlements are deemed exercised upon the issuance of a building permit for the structure on site. Since no building permits have been issued, an Extension of Time is necessary. If denied, the land entitlements will have expired on May 21st, 2022.

FINDINGS (22-0180-EOT1 and EOT2)

Although it has been 8 years past the date of the original project approval, the applicant has demonstrated the ability to develop the site in a timely manner as the applicant is currently in negotiation agreements for a buyer and developer of the subject site. While the applicant has not exercised the Site Development Plan Review nor Variance approvals and building plans have not yet been submitted for review, the conditions of the site and the surrounding area have not changed since the previous Extension of Time approvals; therefore, staff recommends approval of these Extension of Time requests for a time period of two years and would be subject to conditions. If the Extension of Time requests are denied, SDR-53040 and VAR-53197 would expire effective May 21, 2022.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
05/16/07	The City Council approved a request for Rezoning (ZON-20602) from R-E (Residence Estates) to R-2 (Medium-Low Density Residential), a Site Development Plan Review (SDR-19484) request for a Church/House of Worship and a Special Use Permit (SUP-19483) for a Church/House of Worship on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue. The Planning Commission and staff recommended approval. SDR-19484 AND SUP-19483 have expired.
05/21/14	The City Council approved a request for a General Plan Amendment (GPA-53037) from ML (Medium Low Density Residential) to M (Medium Density Residential) on a property located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. The Planning Commission recommended approval and staff recommended denial.
	The City Council approved for Rezoning (ZON-53038) from R-2 (Medium-Low Density Residential) to R-3 (Medium Density Residential) on a property located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. The Planning Commission recommended approval and staff recommended denial.

Related Relevant City Actions by Planning, Fire, Bldg., etc	
05/21/14	The City Council approved a request for a Variance (VAR-53197) to allow a residential adjacency setback of 41 feet where 83 feet is required on a property located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. The Planning Commission recommended approval and staff recommended denial
	The City Council approved a request for a Site Development Plan Review (SDR-53040) for a proposed two-story 40 unit Apartment Complex on a property located approximately
05/18/16	The City Council approved a request for an Extension of Time (EOT-64015) of an approved Variance (VAR-53197) for a residential adjacency setback of 41 feet where 83 feet is required located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-64017) of an approved Site Development Plan Review (SDR-53040) for a proposed two-story 40-unit apartment complex located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. Staff recommended approval.
05/02/18	The City Council approved a request for an Extension of Time (EOT-72994) of a previously approved Variance (VAR-53197) for a residential adjacency setback of 41 feet where 83 feet is required located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-72995) of a previously approved Site Development Plan Review (SDR-53040) for a proposed two-story 40 unit apartment complex located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. Staff recommended approval.
12/10/18	Staff administratively approved a Minor Site Development Plan Review (SDR-74845) of a previously approved Site Development Plan Review (SDR-53040) for a proposed two-story 40-unit multi-family residential development at 947 North Sandhill Road.
07/08/20	The City Council approved a request for an Extension of Time (EOT-78793) of a previously approved Site Development Plan Review (SDR-53040) for a proposed two-story 40 unit apartment complex located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-78792) of a previously approved Variance (VAR-53197) for a residential adjacency setback of 41 feet where 83 feet is required located approximately 597 feet north of Washington Avenue on the east side of Sandhill Road. Staff recommended approval.

Most Recent Change of Ownership	
06/28/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related Building Permits or Business Licenses.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
5/12/22	A field check was conducted by staff in which no concerns were noted.

Details of Application Request	
Site Area	
Net Acres	2.37

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	M (Medium Density Residential)	R-3 (Medium Density Residential)
North	Drainage Channel	PF (Public Facilities)	N/A
South	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact Lot)
East	Undeveloped		R-E (Residence Estates)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
Master Plan Area 2050: East Las Vegas	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	6,500 SF	99,752 SF	Y
Min. Setbacks • Front • Side • Rear	 10 Feet 5 Feet 20 Feet	 25 Feet 8 Feet 217 Feet	 Y Y Y
Min. Distance Between Buildings	10 Feet	10 Feet	Y
Max. Building Height	55 Feet	27.5 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	Y

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope	83 Feet	41 Feet	N*
Adjacent development matching setback • Front • Side (South)	 14 Feet 10 Feet	 15 Feet 15 Feet	 Y Y
Trash Enclosure	50 Feet	84 Feet	Y

**Variance (VAR-53197) was approved to allow for the reduced residential adjacency setback.*

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • South • East • West	 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet	 34 Trees 31 Trees 2 Trees 13 Trees	 35 Trees 32 Trees 2 Trees 13 Trees	 Y Y Y Y
TOTAL PERIMETER TREES		**80 Trees**	**82 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	13 Trees	29 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 6 Feet 6 Feet 6 Feet 15 Feet		 6 Feet 15 Feet 6 Feet 15 Feet	 Y Y Y Y
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sandhill Road	Major Collector	Master Plan of Streets and Highways	87	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
1 Bedroom Apartment	8 Units	1.25 per Units	10				
2 Bedroom Apartment	28 Units	1.75 per Units	49				

CG

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
3 Bedroom Apartment	4 Units	2 per Unit	8				
Guest Parking	40 Units Total	1 per 6 units	7				
TOTAL SPACES REQUIRED			74		74		Y
Regular and Handicap Spaces Required			71	3	70	4	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of time for Variance

Project Address (Location) Sandhill & Washington (947 N. Sandhill Rd.)

Project Name Sandhill & Washington **Proposed Use** Residential

Assessor's Parcel #(s) 140-30-601-006 **Ward #** 3

General Plan: Existing Medium Proposed N/A **Zoning:** Existing R-3 Proposed N/A

Additional Information

Property Owner Nevada New Builds LLC Contact Lerik Silva
Address 7312 West Cheyenne Ave. Suite 6 City Las Vegas State NV Zip 89129
E-mail leriksil@gmail.com Phone 858.229.5987

Applicant Nevada New Builds LLC Contact Lerik Silva
Address 7312 West Cheyenne Ave. Suite 6 City Las Vegas State NV Zip 89129
E-mail leriksil@gmail.com Phone 858.229.5987

Representative Lerik Silva Contact
Address 7312 West Cheyenne Ave. Suite 6 City Las Vegas State NV Zip 89129
E-mail leriksil@gmail.com Phone 858.229.5987

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 4/6/22
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name GLENN PLANTONE

Subscribed and sworn before me

This 6 day of April, 20 22

Notary Public in and for said County and State

Gia Jorel
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 15-3049-1
My Appt. Expires 08-01-23

22-0180
ORIGINAL

PROPERTY OWNER

CAMBRIDGE COMPANIES INC
9075 WEST DIABLO DRIVE, THIRD FLOOR
LAS VEGAS, NV 89148

CONTACT

KGA ARCHITECTURE
9075 WEST DIABLO DRIVE, THIRD FLOOR
LAS VEGAS, NV 89148

SITE ANALYSIS

A.P.N. #:	140-30-601-006
CURRENT ZONING :	R-2
PROPOSED ZONING :	R-3
LOT AREA (GROSS) :	2.37 ACRES
LOT AREA (NET) :	2.19 ACRES
LOT COVERAGE (NET) :	21.0%
FLOOR AREA RATIO (NET) :	1 : 2.51
RESIDENTIAL UNITS PER ACRE (GROSS) :	16.87

BUILDING ANALYSIS

PROPOSED TWO-STORY APARTMENT BUILDING (1) :	19,480
PROPOSED TWO-STORY APARTMENT BUILDING (2) :	19,480
PROPOSED ONE-STORY SUPPORT BUILDING (3) :	1,979
TOTAL SQUARE FOOTAGE :	40,939

PARKING ANALYSIS

PARKING REQUIRED (BY RESIDENTIAL UNIT TYPE) :

ONE BEDROOM : 8 UNITS @ 1.25 SPACES / UNIT	10 SPACES
TWO BEDROOM : 28 UNITS @ 1.75 SPACES / UNIT	49 SPACES
THREE BEDROOM : 4 UNITS @ 2.00 SPACES / UNIT	8 SPACES
GUEST PARKING : 1 SPACE PER 6 UNITS	7 SPACES
TOTAL PARKING REQUIRED (INCLUDING A.D.A. SPACES):	74 SPACES
ACCESSIBLE PARKING REQUIRED :	4 SPACES
VAN ACCESSIBLE PARKING REQUIRED :	1 SPACE

PARKING PROVIDED :

STANDARD PARKING PROVIDED :	70 SPACES
ACCESSIBLE PARKING PROVIDED :	4 SPACES
VAN ACCESSIBLE PARKING PROVIDED :	2 SPACES
TOTAL PARKING PROVIDED :	74 SPACES

FIRE LANE



0' 10' 20' 40'

SITE PLAN

SCALE: 1" = 20'-0"

22-0180
04/15/2022

REVISIONS:

SANDHILL VILLAS APARTMENTS

LAS VEGAS, NEVADA

KGA ARCHITECTURE
9075 West Diablo Drive, Third Floor
Las Vegas, Nevada 89148
702.247.6900
1701 Directors Boulevard, Suite 770
Austin, Texas 78744
512.441.8200
www.KGAarchitecture.com
LAS VEGAS AUSTIN

CONSULTANTS:

PROJECT:
SANDHILL VILLAS APARTMENTS

SHEET CONTENTS:
SITE PLAN

DATE:
APRIL 23, 2014
JOB NO.:
14169.00

SHEET:
AS1.01

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PROPERTY OWNER

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9075 WEST DIABLO DRIVE, THIRD FLOOR
LAS VEGAS, NV 89148

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22-0180
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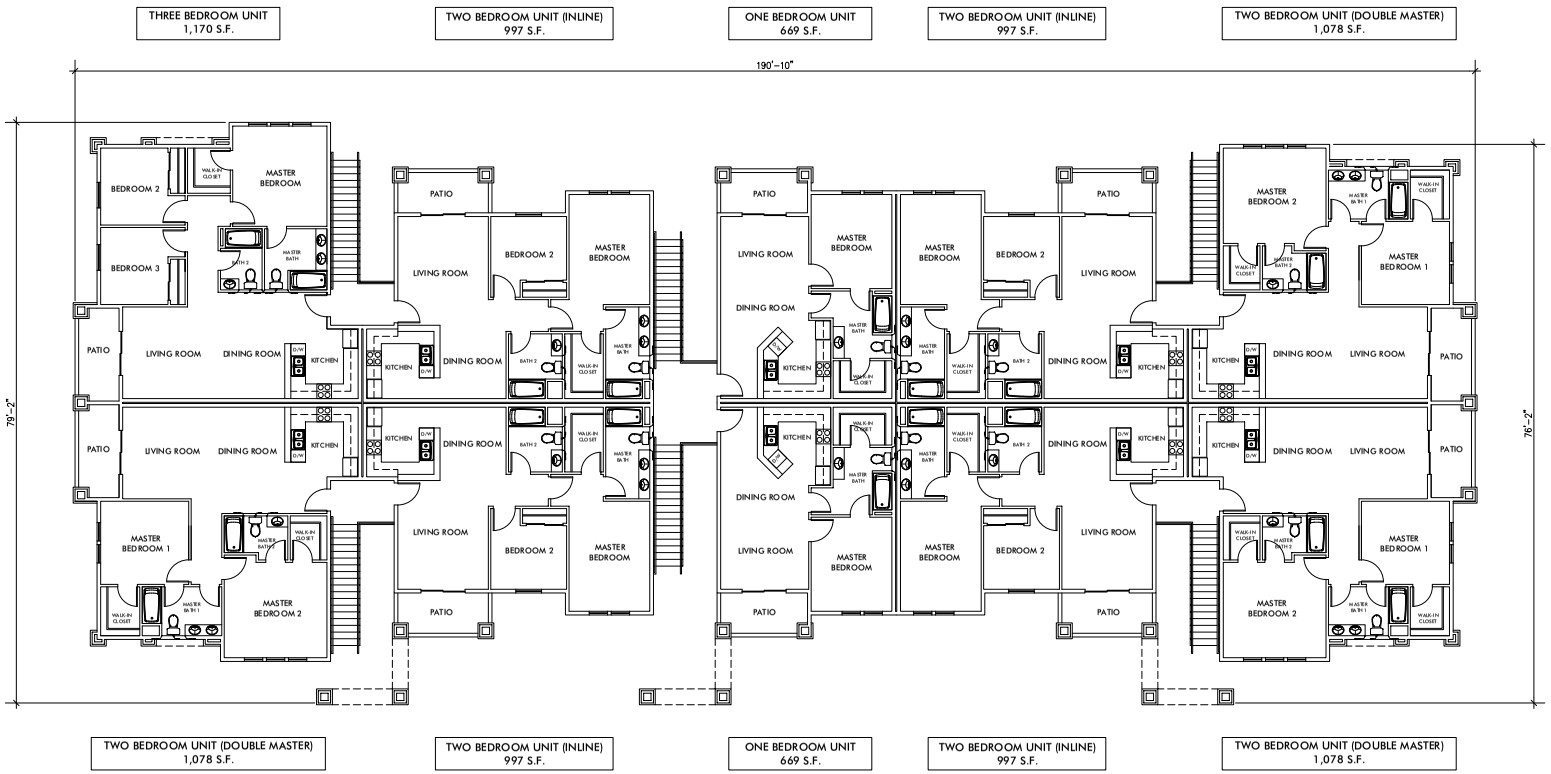

0' 4' 8' 16'

BUILDING 1 - FIRST AND SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

REVISIONS:

SANDHILL VILLAS
APARTMENTS

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CONSULTANTS:

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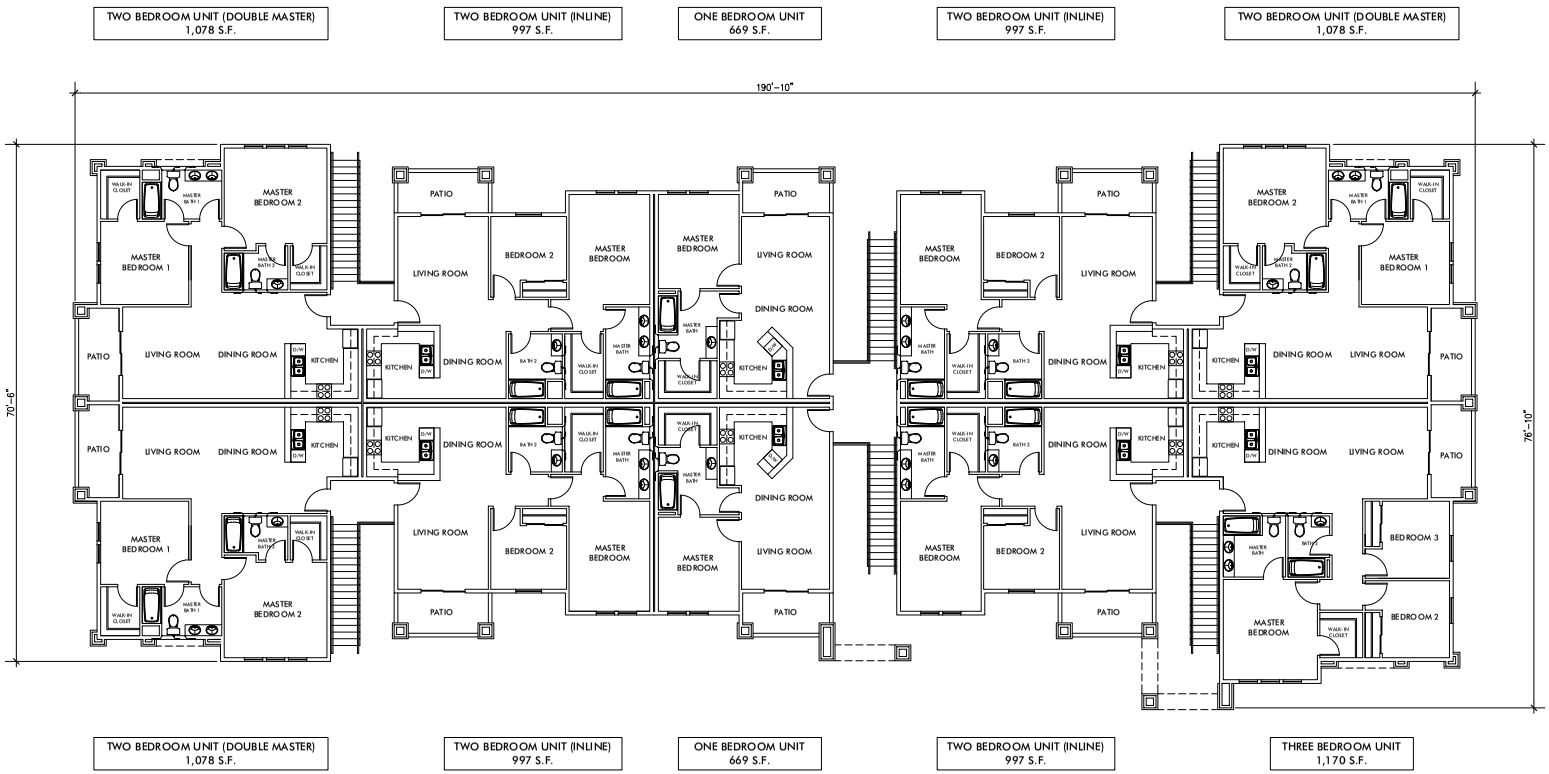
SANDHILL VILLAS
APARTMENTS

SHEET CONTENTS:
FLOOR PLAN -
BUILDING 1

DATE:
FEBRUARY 18, 2014
JOB NO.:
14169.00

SHEET:
A1.01

22-0180
04/15/2022



0' 4' 8' 16'

BUILDING 2 - FIRST AND SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

REVISIONS:

SANDHILL VILLAS
APARTMENTS

LAS VEGAS, NEVADA

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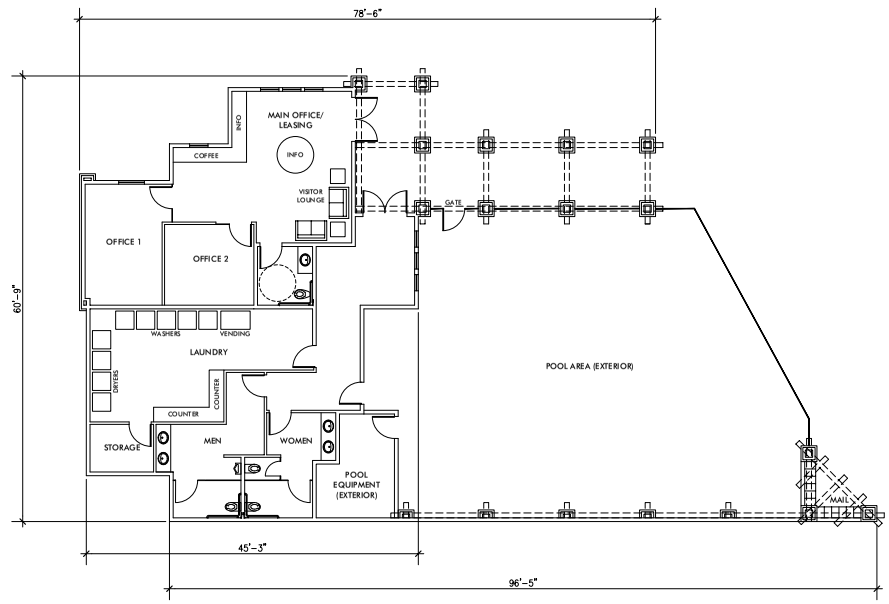
APARTMENTS

SHEET CONTENTS
FLOOR PLAN -
BUILDING 2

DATE:
FEBRUARY 18, 2014
JOB NO.:
14169.00

SHEET:
A1.02



BUILDING 3 (OFFICE/LAUNDRY/MAIL/RESTROOMS) - FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

0' 4' 8' 16'

22-0180
04/15/2022

REVISIONS:

SANDHILL VILLAS
APARTMENTS

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SHEET CONTENTS:
FLOOR PLAN -
BUILDING 3

DATE:
APRIL 23, 2014
JOB NO.:
14169.00

SHEET:
A1.03

COLORED ELEVATION:



COLORS AND MATERIALS:

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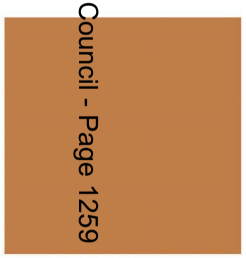

E1



E2



E3



E4



E9



E5, E15

E6, E15, E16



E7, E12, E14



E13



E8

22-0180
04/15/2022

ELEVATION NOTES

E-#	DESCRIPTION
E1	E.I.F.S. (EXTERIOR INSULATED FINISH SYSTEM) COLOR: SHERWIN WILLIAMS SW7703 EARTHEN JUG TEXTURE: SANDPEBBLE
E2	E.I.F.S. COLOR: SHERWIN WILLIAMS SW6116 TATAMI TAN TEXTURE: SANDPEBBLE
E3	E.I.F.S. COLOR: SHERWIN WILLIAMS SW6088 NUTHATCH TEXTURE: SANDPEBBLE
E4	E.I.F.S. COLOR: SHERWIN WILLIAMS SW7617 MEDITERRANEAN TEXTURE: SANDPEBBLE
E5	E.I.F.S. COLOR: SHERWIN WILLIAMS SW7524 DHURRIE BEIGE TEXTURE: SANDPEBBLE
E6	E.I.F.S. COLOR: SHERWIN WILLIAMS SW7553 FRAGILE BEAUTY TEXTURE: SANDPEBBLE FINE
E7	E.I.F.S. COLOR: SHERWIN WILLIAMS SW6006 BLACK BEAN TEXTURE: SANDPEBBLE FINE
E8	LEDGE STONE VENEER MANUFACTURER: APACHE STONE COLOR: AUTUMN ROSE
E9	STANDING SEAM METAL ROOF MANUFACTURER: FIRESTONE FINISH: METALLIC COLOR: CLASSIC COPPER
E10	GLAZING FRAME COLOR: WHITE
E11	SLIDING GLASS DOORS FRAME COLOR: WHITE
E12	WROUGHT IRON RAILING COLOR: SHERWIN WILLIAMS SW6006 BLACK BEAN
E13	DOOR WITH GLAZING COLOR: SHERWIN WILLIAMS SW6230 RAINSTORM
E14	DECORATIVE TRELLIS ELEMENT COLOR: SHERWIN WILLIAMS SW6006 BLACK BEAN
E15	DECORATIVE METAL GATES WITH SOLID METAL INFILL FRAME COLOR: SHERWIN WILLIAMS SW7553 FRAGILE BEAUTY INFILL COLOR: SHERWIN WILLIAMS SW7524 DHURRIE BEIGE
E16	PAINTED TUBE STEEL FRAMING COLOR: SHERWIN WILLIAMS SW7553 FRAGILE BEAUTY

REVISIONS:

SANDHILL VILLAS APARTMENTS

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AUSTIN

CONSULTANTS:

PROJECT:
SANDHILL VILLAS APARTMENTS

SHEET CONTENTS:
COLOR AND MATERIALS

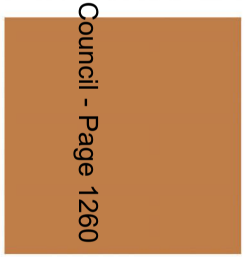
DATE:
FEBRUARY 18, 2014
JOB NO.
14169.00

SHEET:
A6.04

COLORED ELEVATION:



COLORS AND MATERIALS:



E1



E2



E3



E4



E9



E5, E15

E6, E15, E16



E7, E12, E14



E13



E8

ELEVATION NOTES

E-#	DESCRIPTION
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E16	PAINTED TUBE STEEL FRAMING COLOR: SHERWIN WILLIAMS SW7553 FRAGILE BEAUTY

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22-0180
04/15/2022

REVISIONS:

SANDHILL VILLAS APARTMENTS

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LAS VEGAS
AUSTIN

CONSULTANTS:

PROJECT:
SANDHILL VILLAS APARTMENTS

SHEET CONTENTS:
COLOR AND MATERIALS

DATE:
FEBRUARY 18, 2014
JOB NO.
14169.00

SHEET:
A6.04



22-0180-EOT1 AND 22-0180-EOT2- APPLICANT/OWNER: NEVADA NEW BUILDS, LLC
APPROXIMATELY 597 FEET NORTH OF WASHINGTON AVENUE ON THE EAST SIDE OF SANDHILL ROAD

05/12/22



22-0180-EOT1 AND 22-0180-EOT2- APPLICANT/OWNER: NEVADA NEW BUILDS, LLC
APPROXIMATELY 597 FEET NORTH OF WASHINGTON AVENUE ON THE EAST SIDE OF SANDHILL ROAD

05/12/22



22-0180-EOT1 AND 22-0180-EOT2- APPLICANT/OWNER: NEVADA NEW BUILDS, LLC
APPROXIMATELY 597 FEET NORTH OF WASHINGTON AVENUE ON THE EAST SIDE OF SANDHILL ROAD

05/12/22

Nevada New Builds LLC

7312 West Cheyenne Avenue Suite 6
Las Vegas, NV 89129
702-656-3264

April 11, 2022

Tom Perrigo, Director Planning
Department City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter for - Multi-Family at Sandhill EOTs Request: 4th Extension of Time for SDR-53040 & VAR-53197 APN: 140-30-601-006

Dear Mr. Purrigo:

Please accept this justification letter as a 4th Extension of time for both a Site Development Review and a Variance. The proposed project is located on a 2.37 +/- acre parcel located near Sandhill Road and Washington Avenue, abutting the flood channel. The 3rd EOT was approved by the City Council on July 08, 2020.

The request is for an additional two-year Extension for the SDR-53040 and VAR-53197 to allow for 40 units. The EOT will be subject to any conditions of approval.

Until recently we had been unfortunate in finding a buyer/developer for this property. As you may be aware, the expiration on this extension is on the 21st of May. I'm afraid that the negotiation agreements will take us past that expiration time and for that reason i am asking for this extension

The intent for site development design has not changed. This EOT will allow us to follow through with the goals contemplated by the approved GPA-53037 & ZON- 53058.

The proposed design includes two, 2-story apartment buildings that abut the Las Vegas Wash. Each building is about 19,500 square feet. The unit mix is 8 - 1 bedroom; 28 – 2 bedroom and 4 – 3 bedroom. The required parking is met with 74 spaces. Density is 16.87.

A 2,200 square foot pool club house is provided as an amenity. A 15-foot landscape dense buffer is provided along the abutting homes. Additional landscaping and buffering are provided between the existing homes and the buildings as well.

All three buildings share the same integrated design to provide a cohesive appearance. The buildings include articulation in the roof line and building facades. Materials include stone, stucco, and copper looking metal seam roof. Colors are desert colors with some accents to add variety and interest.

The result is a plan and building design that promotes quality that is sensitive to the surrounding conditions and constraints.

22-0180
04/15/2022

There has been no substantial change in the neighborhood and the project still meets the requirement for approval of an SDR & VAR.

APPROVAL CRITERIA FOR A SITE DEVELOPMENT REVIEW

The site plan design has not changed since the previous submittal and meets the criteria's below for the site development review

1. **Compatibility with adjacent development and development in the area;**

2. **Consistent with the General Plan, City plans, policies and standards**

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic**

4. **Building and landscape materials are appropriate for the area, the City and existing commercial;**

5. **Building elevations and design characteristics are ascetically pleasing and create an orderly and pleasant environment; and are harmonious and compatible with development in the area**

6. **Appropriate measures will be taken to secure and protect the public health, safety and general welfare through the design.**

APPROVAL CRITERIA FOR A VARIANCE LVMC 19.16.140

1. **Variance Determinations-Approval**

2. **Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution.**

SUMMARY JUSTIFICATION

In summary, we respectfully request a two year fourth EOT for the SDR & VAR until May 16, 2024. The project advances the overall objectives of the City's General Plan and Development Codes.

Should you have any questions and or concerns please feel free to contact me at your earliest convenience.

Sincerely,

Lerik Silva

Lerik Silva, VPO
US New Builds
858.229.5987

22-0180
04/15/2022

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 22-0180-EOT1 AND 22-0180-EOT2

SUBJECT: APPLICANT/OWNER: NEVADA NEW BUILDS, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***June 15, 2022*** City Council meeting. . All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares and Emily Wetzstein*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov*** and ***ewetzstein@lasvegasnevada.gov*** . If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 8:00AM ***TUESDAY, JUNE 14, 2022.***

Signature

6/7/22
Date

GLENN PLANTONE
Please Print Name

NEVADA NEW BUILDS LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Develpment
Department of Planning

Agenda Item 54
Received 6.14.22
6.15.22 CC Meeting

Submitted after final agenda
Items 54a-54b

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
54a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0180-EOT1 - EXTENSION OF TIME - VARIANCE - Fourth Extension of Time of a previously approved Variance (VAR-53197) FOR A RESIDENTIAL ADJACENCY SETBACK OF 41 FEET WHERE 83 FEET IS REQUIRED

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
54b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0180-EOT2 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - Fourth Extension of Time of an approved Site Development Plan Review (SDR-53040) FOR A PROPOSED TWO-STORY 40-UNIT APARTMENT COMPLEX

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
55

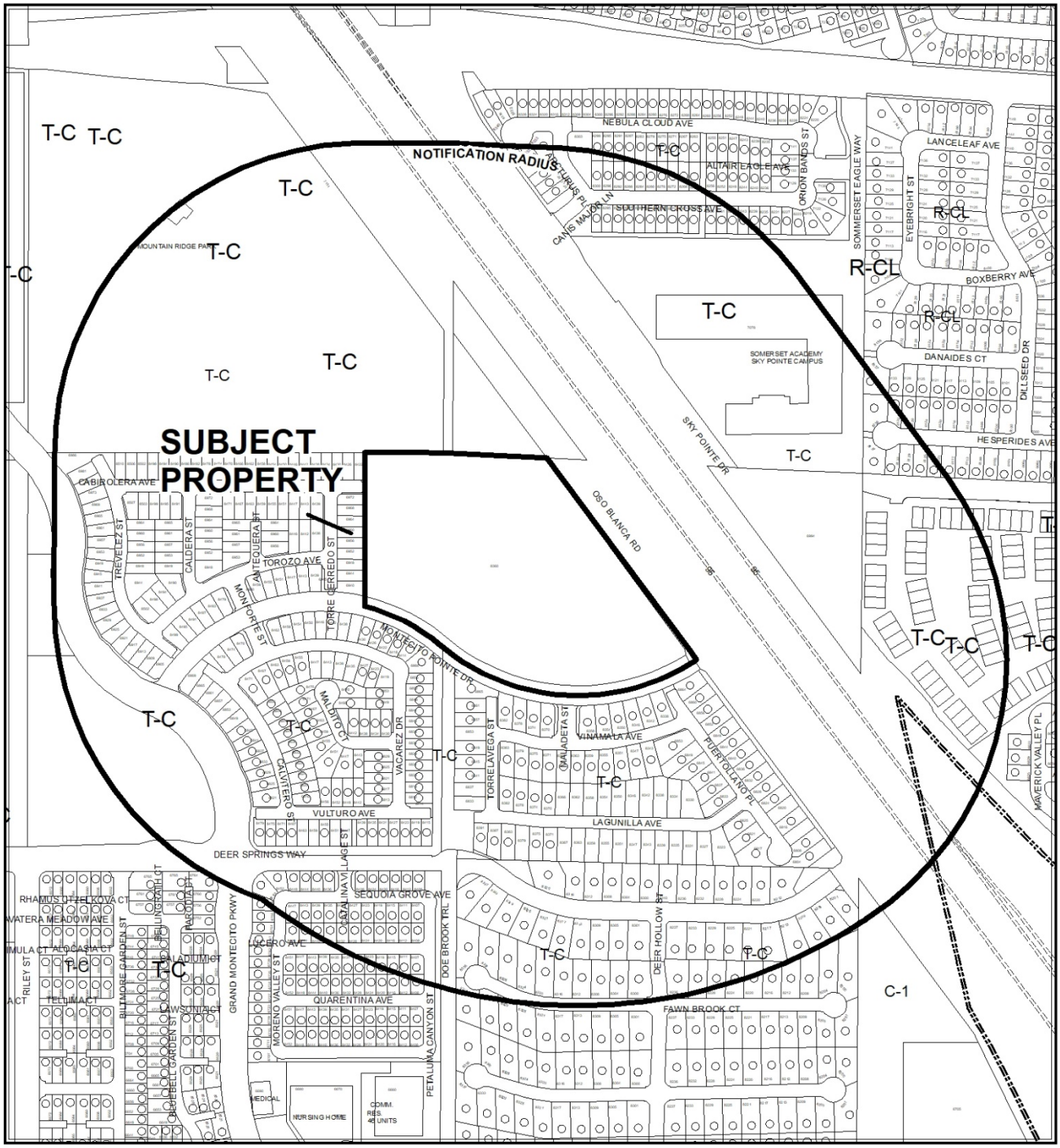
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0284 - PUBLIC HEARING - APPLICANT/OWNER: KB HOME - For possible action on the following Land Use Entitlement project requests on 60.39 acres at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway (APN 125-21-299-020), Ward 4 (Anthony). Staff recommends APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. City Council Approval Letter - TMP-74639 [PRJ-74608]
7. Support Postcard
8. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Support Postcard



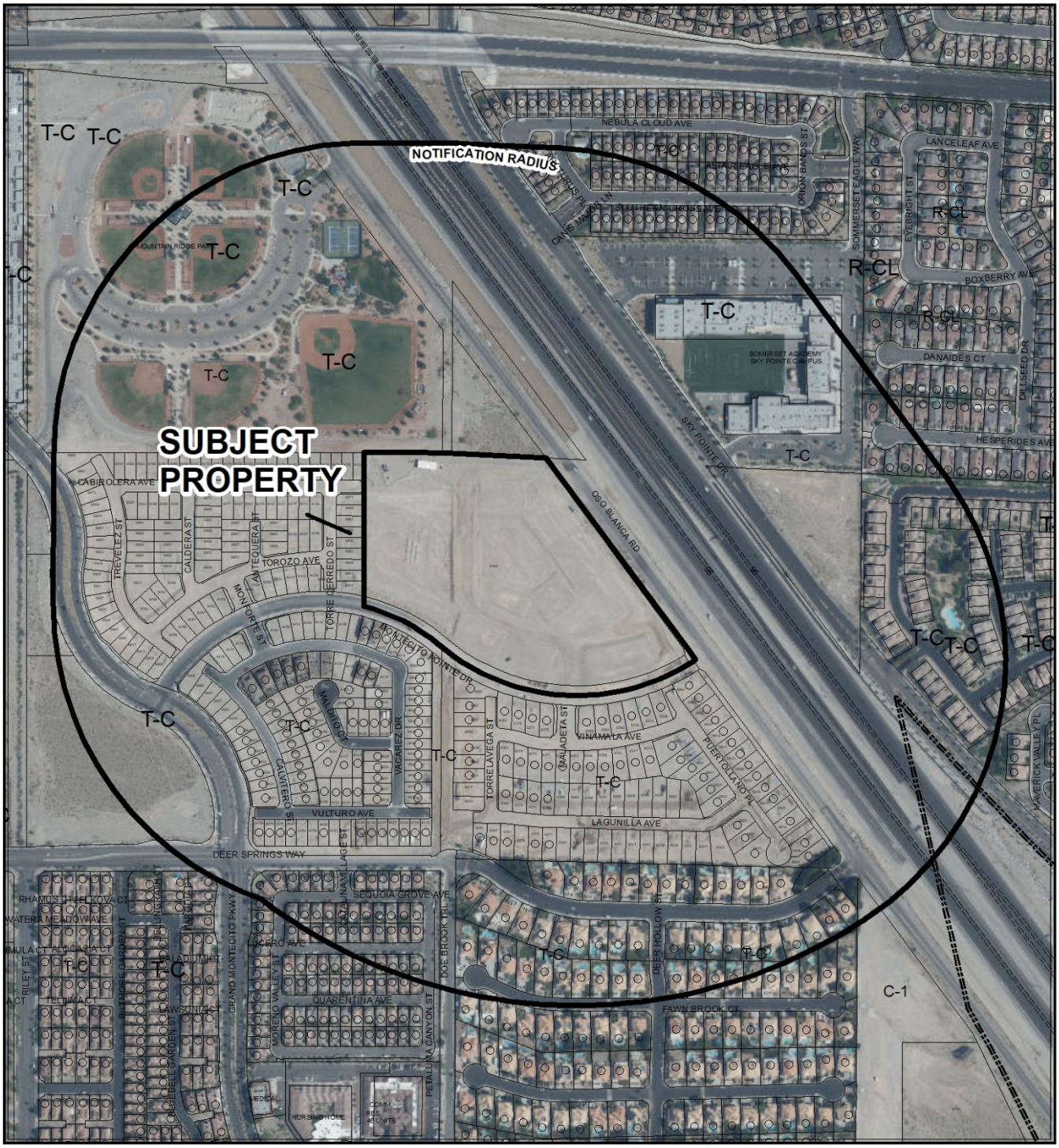
0 370 740 Feet

CASE: **22-0284-ROC1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)
[UC-TC (URBAN CENTER MIXED USE - TOWN CENTER)
Special Land Use Designation]

N



CASE: **22-0284-ROC1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)
[UC-TC (URBAN CENTER MIXED USE - TOWN CENTER)
Special Land Use Designation]

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION:

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0284-ROC1	Staff recommends APPROVAL, subject to conditions:	
22-0284-ROC2	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 39

NOTICES MAILED 810

PROTESTS 0

APPROVALS 0

NE

**** CONDITIONS ****

22-0284-ROC1 CONDITIONS

Planning

1. Conformance to all other approved conditions for Tentative Map (TMP-74639) and all other site-related actions as required by the Department of Planning and Department of Public Works, except as amended herein.

2. 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.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Condition #15 of TMP-74639 shall be modified as follows: Construct full-width street improvements per Title 19.04.120.B including appropriate transition paving on Oso Blanca Road as a Town Center Arterial and as modified by the City Engineer to match Nevada Department of Transportation's (NDOT's) construction on Oso Blanca Road with a 12-foot trail on the west side of Oso Blanca Road along the entire frontage. Provide written documentation that this project has been coordinated with NDOT and the City Engineer. Additionally, construct all incomplete half street improvements on Deer Springs Road adjacent to this site and modify the Deer Springs Way/Grand Montecito Parkway intersection and the Deer Springs Way/Doe Brook Trail intersection to meet the approval of the City Traffic Engineer concurrent with the development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. ***The 12-foot trail may be reduced to 10 feet in width north of Montecito Pointe Drive.***

22-0284-ROC2 CONDITIONS

Planning

1. Conformance to all other approved conditions for Site Development Plan Review (SDR-74638) and all other site-related actions as required by the Department of Planning and Department of Public Works, except as amended herein.

2. 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.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Condition #20 of SDR-74638 shall be modified as follows: Construct full-width street improvements per Title 19.04.120.B including appropriate transition paving on Oso Blanca Road as a Town Center Arterial and as modified by the City Engineer to match Nevada Department of Transportation's (NDOT's) construction on Oso Blanca Road with a 12-foot trail on the west side of Oso Blanca Road along the entire frontage. Provide written documentation that this project has been coordinated with NDOT and the City Engineer. Additionally, construct all incomplete half street improvements on Deer Springs Road adjacent to this site and modify the Deer Springs Way/Grand Montecito Parkway intersection and the Deer Springs Way/Doe Brook Trail intersection to meet the approval of the City Traffic Engineer concurrent with the development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. ***The 12-foot trail may be reduced to 10 feet in width north of Montecito Pointe Drive.***

6. The approved license agreement shall be modified to include the proposed keystone wall.

7. The keystone wall shall be construct with a minimum one block above the final grade of the adjacent landscaping to prevent debris and other material from dropping on to the adjacent trail.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting for Condition of Approval number fifteen (15) of Tentative Map (TMP-74639) and Condition of Approval number twenty (20) of Site Development Plan Review (SDR-74638) to be modified in association with construction occurring on the west side of Oso Blanca Road north of Montecito Pointe Drive.

ISSUES

- Condition of Approval number fifteen (15) of Tentative Map (TMP-74639) states, “Construct full-width street improvements per Title 19.04.120.B including appropriate transition paving on Oso Blanca Road as a Town Center Arterial and as modified by the City Engineer to match Nevada Department of Transportation's (NDOT's) construction on Oso Blanca Road with a 12-foot trail on the west side of Oso Blanca Road along the entire frontage. Provide written documentation that this project has been coordinated with NDOT and the City Engineer. Additionally, construct all incomplete half street improvements on Deer Springs Road adjacent to this site and modify the Deer Springs Way/Grand Montecito Parkway intersection and the Deer Springs Way/Doe Brook Trail intersection to meet the approval of the City Traffic Engineer concurrent with the development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.”

Condition of Approval number twenty (20) of Site Development Plan Review (SDR-74638) states, “Construct full-width street improvements per Title 19.04.120.B including appropriate transition paving on Oso Blanca Road as a Town Center Arterial and as modified by the City Engineer to match Nevada Department of Transportation's (NDOT's) construction on Oso Blanca Road with a 12-foot trail on the west side of Oso Blanca Road along the entire frontage. Provide written documentation that this project has been coordinated with NDOT and the City Engineer. Additionally, construct all incomplete half street improvements on Deer Springs Road adjacent to this site and modify the Deer Springs Way/Grand Montecito Parkway intersection and the Deer Springs Way/Doe Brook Trail intersection to meet the approval of the City Traffic Engineer concurrent with the development of this site. Deer Springs Way modifications associated with Unit 5 shall be finalized through the required Traffic Impact Analysis. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

ANALYSIS

On January 16, 2019 the City Council approved a request for a Tentative Map (TMP-74639) for a proposed 303-Lot Single Family Residential Subdivision and two, 491-Unit Multi-Family Residential Developments on 60.39 acres at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway.

During the construction process, a conflict along Oso Blanca Road north of Montecito Pointe Drive developed which requires the path to be narrowed from 12 feet to ten feet north of Montecito Pointe Drive. Staff has no objection to this reduction as long as the keystone block is at least one additional block over the final design grade of the landscaping at the property line. Staff has added a Condition of Approval to ensure the keystone block is indeed one additional block over final design grade of the landscaping at the property line.

FINDINGS

Staff finds the requested Review of Condition to be justified and staff has modified Condition of Approval number fifteen (15) of Tentative Map (TMP-74639) and Condition of Approval number twenty (20) of Site Development Plan Review (SDR-74638) to allow the previously approved 12-foot trail to be reduced to ten feet north of Montecito Pointe Drive; therefore, staff is recommending approval of the requested Review of Condition with revised conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/16/19	The City Council approved a request for a General Plan Amendment (GPA-74633) to amend the Trails Element of the Las Vegas 2020 Master Plan and all related maps on 60.39 acres at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Variance (VAR-75154) to allow 641 parking spaces where 811 is the minimum required for two Multi-Family Developments on 60.39 acres at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway. The Planning Commission recommended approval, staff recommended denial.
	The City Council approved a request for a Special Use Permit (SUP-74637) for a proposed private street without a gate and multiple gated communities with private streets within Town Center at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway. The Planning Commission recommended approval, staff recommended denial.
	The City Council approved a request for a Site Development Plan Review (SDR-74638) for a proposed 303-Lot Single Family Detached Residential Subdivision and two, Multi-Family Residential Developments, consisting of three-story buildings with a total unit count of 491 apartments on 60.39 acres at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway. The Planning Commission recommended approval, staff recommended denial.
	The City Council approved a request for a Tentative Map (TMP-74639) for a proposed 303-Lot Single Family Residential Subdivision and two, 491-Unit Multi-Family Residential Developments with a Waiver to allow private streets to terminate in dead-end stubs and modified hammerheads where culs-de-sac or hammerheads are required on 60.39 acres at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway. The Planning Commission recommended approval, staff recommended denial.

Most Recent Change of Ownership	
11/2019	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/09/21	A Building Permit (C21-02893) was issued for wall at 8360 Montecito Pointe Drive for "Elysian at Centennial." The permit is active as of 05/11/22.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held. A submittal checklist was provided to the applicant for the requested Required Review.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
05/24/22	Staff performed a routine field check to observe the conditions of the streetscape and trail. Staff observed the "jog" along Oso Blanca Road and where the trail would need to be reduced in size due to the right turn lane.

Details of Application Request	
Site Area	
Net Acres	12.25

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Multi-Family [Under Construction]	TC (Town Center)	UC-TC (Urban Center Mixed-Use – Town Center)
North	Undeveloped City Park	TC (Town Center)	PF-TC (Public Facilities – Town Center)
South	Single Family, Detached	TC (Town Center)	UC-TC (Urban Center Mixed-Use – Town Center)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Oso Blanca Road US 95	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Single Family, Detached	TC (Town Center)	UC-TC (Urban Center Mixed-Use – Town Center)

Master and Neighborhood Plan Areas	***Compliance***
Master Plan Area 2050: Centennial Hills	
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
T-C (Town Center) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use

Case #
Meeting Date
Total Fee
Received By/Date

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Review of Conditions (TMP-74639)

Project Address (Location) Oso Blanca / Montecito Point

Project Name Montecito **Proposed Use** Residential Subdivision

Assessor's Parcel #(s) 125-21-299-020 **Ward #** 4

General Plan: Existing TC Proposed NA **Zoning:** Existing TC Proposed NA

Additional Information

Property Owner KB Home Contact Christa Bilbrey

Address 5795 W. Badura Ave., Suite 180 City Las Vegas State NV Zip 89118

E-mail cbilbrey@kbhome.com Phone 702-266-8451

Applicant KB Home Contact Christa Bilbrey

Address 5795 W. Badura Ave., Suite 180 City Las Vegas State NV Zip 89118

E-mail cbilbrey@kbhome.com Phone 702-266-8451

Representative Westwood Professional Services Contact Roxanne Leigh

Address 5725 Badura Ave., Suite 100 City Las Vegas State NV Zip 89118

E-mail lvproc@westwoodps.com Phone 702-284-5300

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 Scott Bleazard

C. Bilbrey
Notary Public, State of Nevada
Certificate No: 99-56809-1
My Commission Expires: 02-09-2024

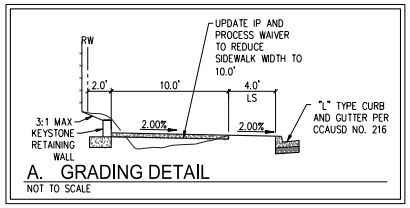
22-0284
05/10/2022

Subscribed and sworn before me

This 10th day of May, 20 22 by Scott Bleazard.

Notary Public in and for said County and State

OSO BLANCA ROAD
CITY OF LAS VEGAS, NV



A. GRADING DETAIL
NOT TO SCALE

City Council - Page 1284

22-0284
05/10/2022

Westwood
Phone (702) 284-5300 5725 W. Badura Ave. STE 100
Toll Free (888) 937-5150 Las Vegas, NV 89118
westwoodps.com
Westwood Professional Services, Inc.

SCALE 1" = 40' FEET

DATE: May 10, 2022
SCALE: 1" = 40'
PROJECT #: KBH1805

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22-0284 [ROC1 AND ROC2] - APPLICANT/OWNER: KB HOME
NORTHWEST AND NORTHEAST CORNERS OF DEER SPRINGS WAY AND GRAND MONTECITO PARKWAY

05/24/22



22-0284 [ROC1 AND ROC2] - APPLICANT/OWNER: KB HOME
NORTHWEST AND NORTHEAST CORNERS OF DEER SPRINGS WAY AND GRAND MONTECITO PARKWAY

05/24/22



22-0284 [ROC1 AND ROC2] - APPLICANT/OWNER: KB HOME
NORTHWEST AND NORTHEAST CORNERS OF DEER SPRINGS WAY AND GRAND MONTECITO PARKWAY

05/24/22



22-0284 [ROC1 AND ROC2] - APPLICANT/OWNER: KB HOME
NORTHWEST AND NORTHEAST CORNERS OF DEER SPRINGS WAY AND GRAND MONTECITO PARKWAY

05/24/22



22-0284 [ROC1 AND ROC2] - APPLICANT/OWNER: KB HOME
NORTHWEST AND NORTHEAST CORNERS OF DEER SPRINGS WAY AND GRAND MONTECITO PARKWAY

05/24/22

Westwood

5725 W. Badura Ave, Suite 100
Las Vegas, NV 89118

main (702) 284-5300

KBH1805-000

May 10, 2022

City of Las Vegas
Planning and Development
495 S. Main Street
Las Vegas, NV 89101
ATTN: Nicole Eddowes

Re: Justification Letter for a Review of Condition for Montecito
APN 152-21-299-020

Dear Nicole,

Westwood Professional Services, on behalf of the applicant, KB Home, respectfully submits this justification letter in support of a Review of Condition for the subject development.

Project Description

The subject site is located at the Northeast corner of Deer Springs Way and Grand Montecito Parkway; and is bordered on the east by OSO Blanca Road. The parcel is approximately 60.39 acres. {T-C (Town Center) Zone [MC-TC (Montecito - Town Center) and UC-TC (Urban Center - Town Center) Special Land Use Designations]}

Review of Condition

The subject project application requests the review of condition of approval of condition #15 of the previously approved Tentative Map (TMP-74639), approved at the City Council meeting on January 16, 2019. The request is for the follow changes to said condition:

Public Works – Item 15 – Full off-site improvement standards (Oso Blanca)

Construct full-width street improvements per Title 19.04.120.B including appropriate transition paving on Oso Blanca Road as a Town Center Arterial and as modified by the City Engineer to match Nevada Department of Transportation's (NDOT's) construction on Oso Blanca Road with a 12-foot trail on the west side of Oso Blanca Road along the entire frontage; with an exception for the 500 linear feet of frontage from STA: 53+50 to STA: 58+50 where only a 10-foot trail shall be allowed to construct the southbound dedicated right turn lane to Montecito Pointe Drive as required by the approved Traffic Impact Analysis. Provide written documentation that this project has been coordinated with NDOT and the City Engineer. Additionally, construct all incomplete half street improvements on Deer Springs Road adjacent to this site and modify the Deer Springs Way/Grand Montecito Parkway intersection and the Deer Springs/Doe Brook Trail intersection to meet the approval of the City Traffic engineer concurrent with the development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

22-0284
05/10/2022

Thank you for considering this application request. Please contact me at (702) 284-5300 if you have any questions.

Sincerely,
WESTWOOD PROFESSIONAL SERVICES



Matt Key
Project Manager

CC: Paul Chao, KB Home

22-0284
05/10/2022

MONTECITO

January 17, 2019

22-0284
05/10/2022

Mr. Frank Pankratz
MS Northwest Land, LLC
1215 S. Fort Apache Road, Ste. 120
Las Vegas, Nevada 89117

RE: TMP-74639 [PRJ-74608] - TENTATIVE MAP RELATED TO GPA-74633, VAR-75154, SUP-74637 AND SDR-74638
CITY COUNCIL MEETING OF JANUARY 16, 2019

Dear Applicant:

The City Council at a regular meeting held on January 16, 2019 voted to ***APPROVE*** a request for a Tentative Map FOR A PROPOSED 303-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION AND TWO, 491-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENTS WITH A WAIVER TO ALLOW PRIVATE STREETS TO TERMINATE IN DEAD-END STUBS AND MODIFIED HAMMERHEADS WHERE CULS-DE-SAC OR HAMMERHEADS ARE REQUIRED on 60.39 acres at the northwest and northeast corners of Deer Springs Way and Grand Montecito Parkway (APNs 125-21-201-001; 125-20-601-003, 005 and 006; 125-20-602-002, 005, 006, 009, 010 and 011; and 125-20-603-001 through 004), T-C (Town Center) Zone [MC-TC (Montecito - Town Center) and UC-TC (Urban Center - Town Center) Special Land Use Designations], Ward 6 (Fiore) [PRJ-74608].

This approval is subject to the following amended conditions:

Planning

1. Multi-Family Unit 5 shall not be part of the Tentative Map approval.

2. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

3. Approval of General Plan Amendment (GPA-74633) and conformance to the Conditions of Approval for Variance (VAR-75154), Special Use Permit (SUP-74637) and Site Development Plan Review (SDR-74638) shall be required.

LAS VEGAS CITY COUNCIL
CAROLYN G. GOODMAN
Mayor
LOIS TARKANIAN
Mayor Pro Tem
STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING
ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
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LAS VEGAS, NV 89106
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cityoflasvegas
lasvegasnevada.gov

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4. Prior to the submittal of any Final Map, the applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to create a separate parcel from APNs 125-20-603-002 and 004. Subsequent to that new parcel's creation the applicant shall modify the existing land use district as depicted on Map 4 Town Center Land Use to that of the district found on APN 125-21-201-001 for the newly created parcel. The applicant shall file a Major Modification with the Department in accordance with the procedures and standards applicable to a rezoning application as set forth in LVMC 19.16.090.

5. Street names must be provided in accordance with the City's Street Naming Regulations.

6. 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.

7. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

8. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

9. Prior to the recordation of a Final Map for this site, a Petition of Vacation for any public right-of-way or City easements in conflict with the recordation of such a Final Map must be recorded. The Order of Vacation for such conflicts must record immediately prior to and concurrent with the recordation of the appropriate Final Map.

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10. Prior to the recordation of a Final Map for individual lots along the southern property line east of the Doe Brook Trail alignment, the applicant shall determine the final disposition of the existing private improvements on Assessor's Parcel Number 125-21-201-001 that are not maintained by the applicant. Any solution that involves the areas in question becoming public right-of-way shall meet the approval of the City Engineer.

11. Dedicate additional right-of-way up to a total width of 80 feet for Oso Blanca Road as a Town Center Arterial on the Final Map for this site. Additionally, dedicate 10 feet on Deer Springs Road to accommodate the cross section provided on the approved site plan. No dedication on Oso Blanca Road is required if an 80-foot dedication for Oso Blanca Road already exists. Grant a 9-foot wide easement adjacent to the western edge of Oso Blanca Road for roadway, public sewer, and public drainage on the Final Map for this site. This 9-foot easement includes the required 6-foot perimeter landscape buffer and may be reduced or eliminated if it is determined by the City Engineer that it is not required.

12. Unless otherwise allowed by the City Engineer, submit all required documentation and support materials to the Right of way Section of the Department of Public Works to modify the City's Bureau of Land Management (BLM) Plan of development to include the construction of storm drain facilities on the south side of Assessor's Parcel (APN) #125 20 501-007 to obtain legal right to construct the proposed off-site storm drain prior to constructing improvements on APN #125-20-501-007. If legal right cannot be obtained, Unit 2 of this Tentative Map shall be revised to addresses accommodation for existing storm drain facilities on this site. No permits for areas dependent on the proposed storm drain facility shall be issued until such legal right is obtained.

13. Street "A" between Grand Montecito and Oso Blanca shall be constructed as shown on the approved Site Plan to include traffic signal underground infrastructure at both the intersection with Grand Montecito Parkway and Oso Blanca Road. A Public Access Easement for vehicular, bicycle and pedestrian traffic shall be granted across the entire length of Street "A". Street "A" shall be privately maintained and shall not be gated. Any public easements needed to accommodate future traffic signals at both ends of this street shall be granted concurrent with the development of this site. This street may be dedicated to the City at the request of the applicant if the Director of Public Works determines it is necessary for regional street network connectivity.

14. Internal private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association.

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15. Construct full-width street improvements per Title 19.04.120.B including appropriate transition paving on Oso Blanca Road as a Town Center Arterial and as modified by the City Engineer to match Nevada Department of Transportation's (NDOT's) construction on Oso Blanca Road with a 12-foot trail on the west side of Oso Blanca Road along the entire frontage. Provide written documentation that this project has been coordinated with NDOT and the City Engineer. Additionally, construct all incomplete half street improvements on Deer Springs Road adjacent to this site and modify the Deer Springs Way/Grand Montecito Parkway intersection and the Deer Springs Way/Doe Brook Trail intersection to meet the approval of the City Traffic Engineer concurrent with the development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

16. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required off-site Public Sewer Easements necessary to connect this site to the existing public sewer system have been granted to the City.

18. Construct off-site sewer in Oso Blanca Road to the intersection of Centennial Center Boulevard at a depth and location acceptable to the Sanitary Sewer Section of the Department of Public Works concurrent with development of any portion of this site that cannot be serviced by gravity to the existing public sewer system. Alternatively, the City Engineer may approve an alternate public sewer route that can be serviced by gravity.

19. The onsite public sewers within public easements must comply with current City standards. Meet with the Sanitary Sewer Section of the Department of Public Works to discuss sewer setbacks from property lines and parking spaces.

20. Modify the existing downstream public sewer at the intersection of Deer Springs Way and Doe Brook Trail to send flow southward to existing manhole LT-62.

21. Grant a 30-foot wide "Public Sewer Easement and Public Utility Easement, Surface to be Privately Maintained over the Common Element "Y".

22. Construct a minimum 5-foot wide paved surface over the proposed public sewer in Common Element "DD". The width of Common Element "DD" may need to be increased during civil plan review.

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23. Construct a minimum 12-foot wide paved surface over the proposed public sewer in Common Element "Y" to provide maintenance vehicle access to all public sewer manholes. Construct vehicular access gates at the north and south ends of Common Element "Y" for city maintenance vehicles.

24. Grant a "Public Sewer Easement, Surface to be Privately Maintained" over the entirety of Common Element "Y". No trees and no landscaping over 3-feet tall shall be allowed within any of the proposed sewer easements.

25. A working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required Improvements shall be constructed in accordance with Title19.02.130.D.

26. The applicant shall maintain the approved landscaping in Grand Montecito Parkway, including the median, adjacent to this site, per the existing recorded Encroachment Agreement. The applicant shall either amend the existing agreement, or submit a new License Agreement for landscaping and private improvements in the Deer Springs Road public right-of-way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

27. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent

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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. Private Street "A" shall not be gated.

28. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

29. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

The Notice of Final Action was filed with the Las Vegas City Clerk on January 17, 2019.

Sincerely,

Robert Summerfield

Robert Summerfield, AICP
Director
Department of Planning

PRTS:nl

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cc:

Christa Bilbrey
KB Home
5795 W. Badura Ave., Ste. 180
Las Vegas, Nevada 89118

Ms. Roxanne Leigh
Slater Hanifan Group
5740 S. Arville St., Ste. 216
Las Vegas, Nevada 89118

KBH1805.000

September 24, 2018

City of Las Vegas
Planning and Development
333 S. Rancho Drive
Las Vegas, NV 89101

RE: Justification Letter for Montecito 60 General Plan Amendment (GPA), Major Modification (MOD), Waiver (WVR), Variance (VAR), Special Use Permit (SUP), Site Development Review (SDR), and Tentative Map (TMP) (APNs 125-20-601-003 & 006; 125-20-602-002, 005, 009, & 010; 125-20-603-001 thru 004; and 125-21-201-001)

Slater Hanifan Group, on behalf of the applicant, KB Homes, respectfully submits this justification letter in support of a Major Modification and Site Development Review (SDR) on the subject site.

The subject site is located at the Northeast corner of Deer Springs Way and Grand Montecito Parkway; and is bordered on the east by OSO Blanca Road. The Assessor's Parcel Numbers are 125-20-601-003 & 006; 125-20-602-002, 005, 009, & 010; 125-20-603-001 thru 004; and 125-21-201-001. The parcel is approximately 52.97+/- acres. The proposed development consists of 721 single family residential lots which results in a gross density of 13.61 (du/ac). The project will be developed using Town Center Design Standards.

We are filing a Tentative Map for your review and consideration. The Tentative Map application is being submitted in conjunction with a Major Modification to the Town Center Design Guidelines for Medium Density Residential (M-TC) and is consistent with the intent for the planned use area.

The purpose of the Major Modification request is to revise the Town Center Land Use from Montecito (MC-TC) and Urban Center Mixed-Use (UC-TC) to Medium Density Residential (M-TC), and to modify Town Center Design Standards as described below.

Project Description

The accompanying site plan includes 721 residential lots on 52.97 acres, which results in a density of 13.61 (du/ac). There are two privately gated entries providing access to the site. The entry along Grand Montecito Parkway aligns with the existing curb opening. The 2nd entry is located along the Oso Blanca Road alignment, at the east boundary of the site. The two entries to the site should provide adequate emergency vehicle access to the development. Pedestrian access points will be provided in several locations including near the northwest corner to Grand Montecito, the southeast corner to Oso Blanca Road, and a 60-foot Arroyo with a northern connection to the Grand Montecito Skate Park and southern connection to Deer Springs Way.

Open Space – Variance Request

The requirement for open space on the subject project is 12% based on the density of being in the range of 12.1+ dwelling units per acre. 12% of 52.97 acres is 6.35 acres (276,606 square feet). The site provides 5.73 acres (249,599 square feet) of open space set aside in common lots, a 60-ft arroyo connection from north to south through the center of the development, amenity zones & landscape buffers along collector streets, and an amenity area (w/ pool). This project maximizes the use of the property and emphasizes usable common open space for pedestrian access and connectivity.

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Trails & Connectivity

The development proposed modifications to the Town Center Multi-Use Trails map. As shown on the enclosed Trail Map as part of the General Plan Amendment, the intent is to continue the Town Center Collector Trail along the northern boundary (within the existing park site) and through the 60-ft arroyo along the Doe Brook alignment in compliance with the approved TC Trail Map. The development proposes to maintain the Multi-Use Trail along the Deer Springs alignment through to Oso Blanca. Although the site plan proposes to remove the TC Collector Trail from Grand Montecito to Oso Blanca, the intent is to provide pedestrian paths along Oso Blanca which will encapsulate the project with pedestrian trails surrounding the entire development for pedestrian access and connectivity.

The overall project site provides a connectivity ratio of 1.25.

Setbacks

Below are the minimum setbacks being requested for the subject development

25-Product	18' Townhomes	Plum-Product
Front (Garage): 18-ft	Front (Living): 10-ft	Front (Living): 5-ft
Front (Living): 14-ft	Front (Patio): 5-ft	Rear (Garage): 5-ft / 18-ft+
Rear (Living): 10-ft	Rear (Garage): 3 to 5-ft / 18-ft+	Rear (Living): 2-ft
Rear (Patio): 5-ft	Side (Interior): 0-ft	Side (Interior): 0-ft
Side (Interior): 5-ft	Side (Corner): 5-ft (10-ft between Buildings)	Side (Corner): 5-ft (10-ft between Buildings)
Side (Corner): 10-ft		

Refer to typical townhome lot details on Site Plan for setback dimensions.

Exception: Due to the curved streets, Lots 137-156, 632, and 650 may have irregular shaped driveways; of which the shorter side of the driveway shall be set at the minimum setback causing the longer side of the driveway to fall between the 5-ft to 18-ft setback dimension, referenced above. We feel this does not pose any adverse impact to the homeowner and meets the intent of the garage setback requirements.

Internal Streets

The internal streets will be privately dedicated and privately maintained. This application proposes to a deviation from the Town Center Standard Residential Street standard, by reducing the minimum back of curb to back of curb dimension from 37-ft with L-curb to the following:

Residential Streets
- 34-ft (BC-BC) with L-Curb; parking on both sides; & 5-ft detached sidewalk on both sides.

Local Streets
- 36-ft (BC-BC) with Roll-Curb; parking on both sides; & 4-ft attached sidewalk on one side.
- 30-ft (BC-BC) with Roll-Curb; no parking on one side; & no sidewalk.

Alley Streets
- 26-ft (BC-BC) with Roll-Curb/Ribbon Curb & no parking on either side; & no sidewalk.

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The reduced private street sections shall comply with the adopted MOU dated 2/12/18. The developer understands that all single-family homes shall require the installation of residential fire sprinkler systems.

Private Street - Waiver Request

This project proposes to develop approximately half of the site with private drives, which consists of up-to 10 lots served from a single dead-end street (not to exceed the maximum 150' length per CLV Fire Code; IFC 503.2.5). Most of these lots are configured as a six-lot cluster. This type of layout and private drive configuration is consistent with that found in the similar existing developments and has proven to be successful and a popular alternative to the standard lot configuration. The private drives for the clusters are currently designed with a dead-end where a hammerhead is required by Title 19. We do not feel the proposed private drives which end in a hammerhead will adversely impact the community or cause a safety or maintenance issue and request a variance to Title 19 section 19.04.080 allowing this configuration. All other aspects of the private drives shall meet Title 19 requirements.

Surrounding Development

The zoning for the land surrounding this project is Montecito (MC-TC) to the west and southeast, Low Density Residential (L-TC) to the southwest, and Public Facilities (PF-TC) to the north. The US-95 frontage road Oso Blanca is the eastern boundary. The proposed land use designation and zoning are consistent with the zoning in the immediate area and consistent with the densities throughout the Town Center Planning Area. There is also a large commercial center located in Town Center (Montecito) at Durango and the 215 Beltway. Montecito is a large mixed-use commercial center that services the northwest valley, which lessens the need for additional commercial zoning in this area.

Thank you for considering this application request. Please contact me at (702) 284-5300 if you have any questions regarding this application.

Sincerely,
Slater Hanifan Group

Timothy Mulrooney, PE
Director of Land Development

Cc:
Mark Bangan, KB Homes
Paul Chao, KB Homes

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5740 S. Arville Street, Suite 216 | Las Vegas, NV 89118 | 702.284.5300 | shg-inc.com | westwoodps.com

TENTATIVE MAP

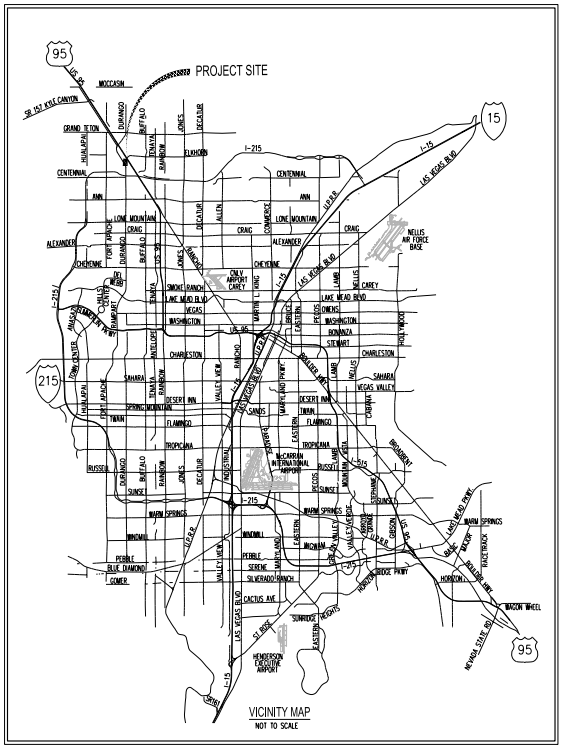
FOR

MONTECITO 60

APN 125-20-601-003, 125-20-601-006, 125-20-602-002, -005, -009, -010, & 125-20-603-001 THRU -004

A SINGLE FAMILY RESIDENTIAL SUBDIVISION

WITHIN THE CITY OF LAS VEGAS, NEVADA, GENERALLY LOCATED AT THE NORTHEAST CORNER OF GRAND MONTECITO PARKWAY AND DEER SPRINGS WAY



CITY OF LAS VEGAS NEVADA

NOTES

1. THERE ARE NO FAULTS OR NO KNOWN FISSURE LOCATED ADJACENT TO OR WITHIN THE BOUNDARIES OF THIS PROJECT.
2. THERE ARE NO KNOWN GROUNDWATER DEPTHS WITHIN 20 FEET OF THE EXISTING GROUND SURFACE.
3. THERE WILL BE A HOA AND CC&R'S ESTABLISHED FOR THIS SUBDIVISION.
4. LANDSCAPE EASEMENTS AND COMMON ELEMENTS WILL BE MAINTAINED BY HOA.
5. THE SITE SLOPES ARE LESS THAN 12% STREET GRADES WILL TYPICALLY BE LESS THAN 5%
6. EASEMENTS REQUIRED FOR STORM DRAIN, DRY UTILITIES, SANITARY SEWER, AND POTABLE WATER SHALL BE GRANTED ON THE FINAL MAP.
7. WATER TO SERVICE THIS PROJECT WILL BE SUPPLIED BY THREE (3) CONNECTIONS TO EXISTING 12" WATER MAIN LOCATED IN DEER SPRINGS WAY AND TO EXISTING 8" WATER MAIN LOCATED IN THE PUBLIC FACILITY (APN: 125-20-501-007).
8. SEWER SERVICE FOR THIS PROJECT WILL CONNECT TO THE EXISTING 8" MAIN LOCATED ALONG OSO BLANCA ROAD APPROXIMATELY 1,504' SOUTHEAST OF THE PROJECT BOUNDARY AND TO THE EXISTING 10" MAIN LOCATED IN DOE BROOK TRAIL AND DEER SPRINGS.
9. THIS PROJECT IS NOT WITHIN A 100 YEAR FEMA SPECIAL FLOOD HAZARD AREA.
10. THERE ARE NO EXISTING STRUCTURES ON THIS PARCEL.

UTILITY SERVICES BY

WATER:	LAS VEGAS VALLEY WATER DISTRICT
SEWER:	CITY OF LAS VEGAS
GARBAGE:	REPUBLIC SERVICES OF SOUTHERN NEVADA
POWER:	NV ENERGY
TELEPHONE:	CENTURY LINK
NATURAL GAS:	SOUTHWEST GAS COMPANY

OWNER INFORMATION

M S NORTHWEST LAND COMPANY, LLC
1215 S FORT APACHE RD #120
LAS VEGAS NV, 89117

DEVELOPER INFORMATION

KB HOME
5795 BADURA AVE, SUITE 180
LAS VEGAS NV, 891118
PH (702) 266-8400

ENGINEER INFORMATION

SLATER HANIFAN GROUP, INC.
5740 S. ARVILLE STREET, SUITE 216
LAS VEGAS, NV 89118
PH: (702) 284-5300
FX: (702) 284-5399
CONTACT: TIM MULROONEY

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BENCHMARK

BENCHMARK NUMBER: 6LV90 17N86
RIVET AND PLATE IN TOP OF CURB AT SW CORNER
GILCREASE AVENUE AND OSO BLANCA ROAD
(W FRONTAGE ROAD)
ELEVATION = 2631.88 FEET, 802.1998 METERS, N.A.V.D. 88 DATUM

BASIS OF BEARING

NORTH 89°56'20" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE IN FILE 118, PAGE 89 OF SURVEYS.

PROJECT SUMMARY

APN NUMBERS:	125-20-601-003, 125-20-601-006, 125-20-602-002, -005, -009, 010, 125-20-603-001 THRU -004
AREA:	52.97± ACRES
EXISTING ZONING:	UC-TC AND MC-TC
PROPOSED ZONING:	M-TC
TOTAL NO. OF RESIDENTIAL LOTS:	721
TOTAL DENSITY:	13.61 DU/AC
TOTAL NO. OF COMMON ELEMENTS:	28
OPEN SPACE REQUIRED	6.35 A.C. (12%)
OPEN SPACE PROVIDED	5.73 A.C. (10.8%)
MINIMUM LOT SIZE:	891 SF (LOT 189 & 190)
MAXIMUM LOT SIZE:	4,464 SF (LOT 34)
AVERAGE LOT SIZE:	1,859 SF
CONNECTIVITY RATIO:	1.3

ESTIMATED AVERAGE DAILY SEWER CONTRIBUTIONS

721 UNITS X 250 GPD/UNITS = 180,250 GPD
TOTAL AVERAGE CONTRIBUTION = 180,250 GPD = 0.1803 MGD
TOTAL PEAK FLOW = 0.1803 MGD X 3.085 (PEAK FACTOR) = 0.5560 MGD

DISCLAIMER NOTE

EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.

PARKING ANALYSIS (ATTACHED)

NO OF UNITS	= 585
RESIDENT PARKING	= 1 SPACE/LOT
GUEST PARKING	= 1 SPACE/6 LOTS
REQUIRED PARKING	= 702 SPACES**
PROVIDED PARKING	= 188 SPACES (PARKING STALLS)
	+ 132 SPACES (DRIVEWAYS)
	+ 840 SPACES (GARAGE)

**MINIMUM PARKING REQUIREMENT SATISFIED BY GARAGE, DRIVEWAY PARKING, AND/OR PARKING STALLS.

PARKING ANALYSIS (DETACHED)

NO OF UNITS	= 136
RESIDENT PARKING	= 2 SPACES/LOT
GUEST PARKING	= 0.2 SPACE/LOT
REQUIRED PARKING	= 300 SPACES**

**MINIMUM PARKING REQUIREMENT SATISFIED BY GARAGE, STREET PARKING AND/OR DRIVEWAY PARKING.

PRIVATE STREET NOTE

THE REDUCED PRIVATE STREET SECTIONS SHALL COMPLY WITH THE ADOPTED NOV 04 2020 / 2018 IFC EXCEPTION 1 WHICH STATES THAT ALL SINGLE-FAMILY HOMES SHALL BE WITHIN THE PROTECTION OF

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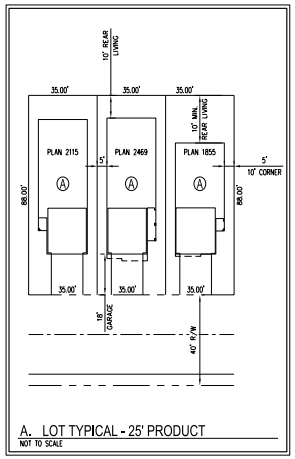

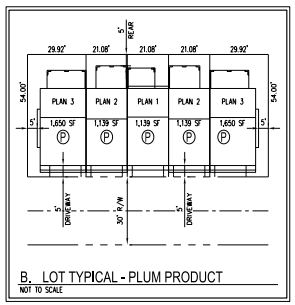

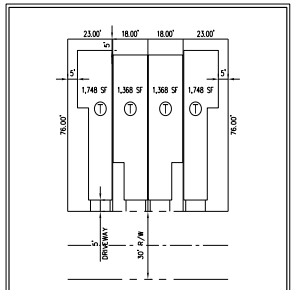

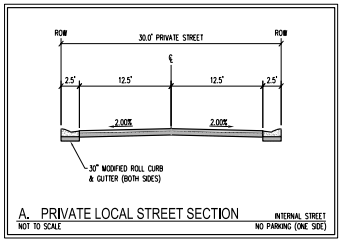

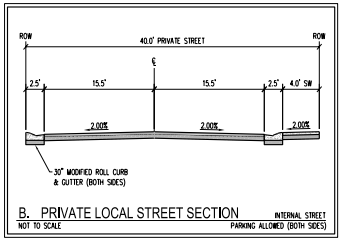

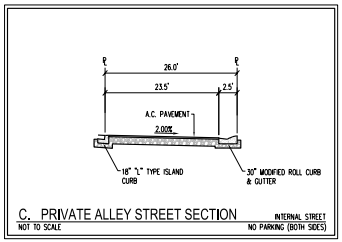

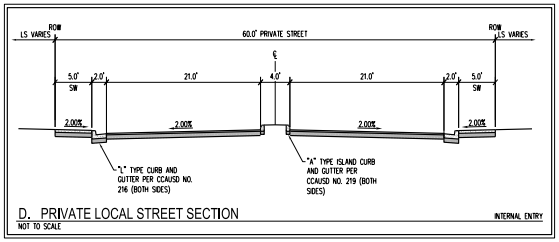

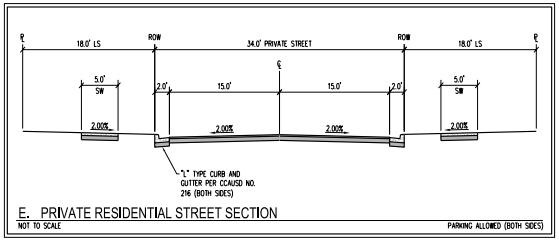

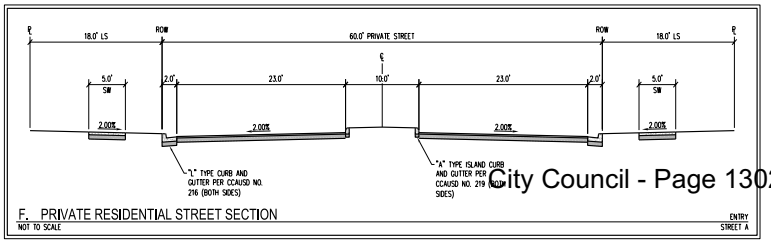

SLATER HANIFAN GROUP
a Westwood team
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

KB HOME

MONTECITO 60

TENTATIVE MAP COVER

DATE: 9/24/18
DRAFTER: IJPC
DESIGNER: HN
CHECKED: MK
PROJECT NO. KBH1805-000

TIMOTHY M. MULROONEY — STATE OF NEVADA — PROFESSIONAL ENGINEER — No. 22558 — CIVIL — Exp. 12/31/2019

TM-1
SHEET 1 OF 7

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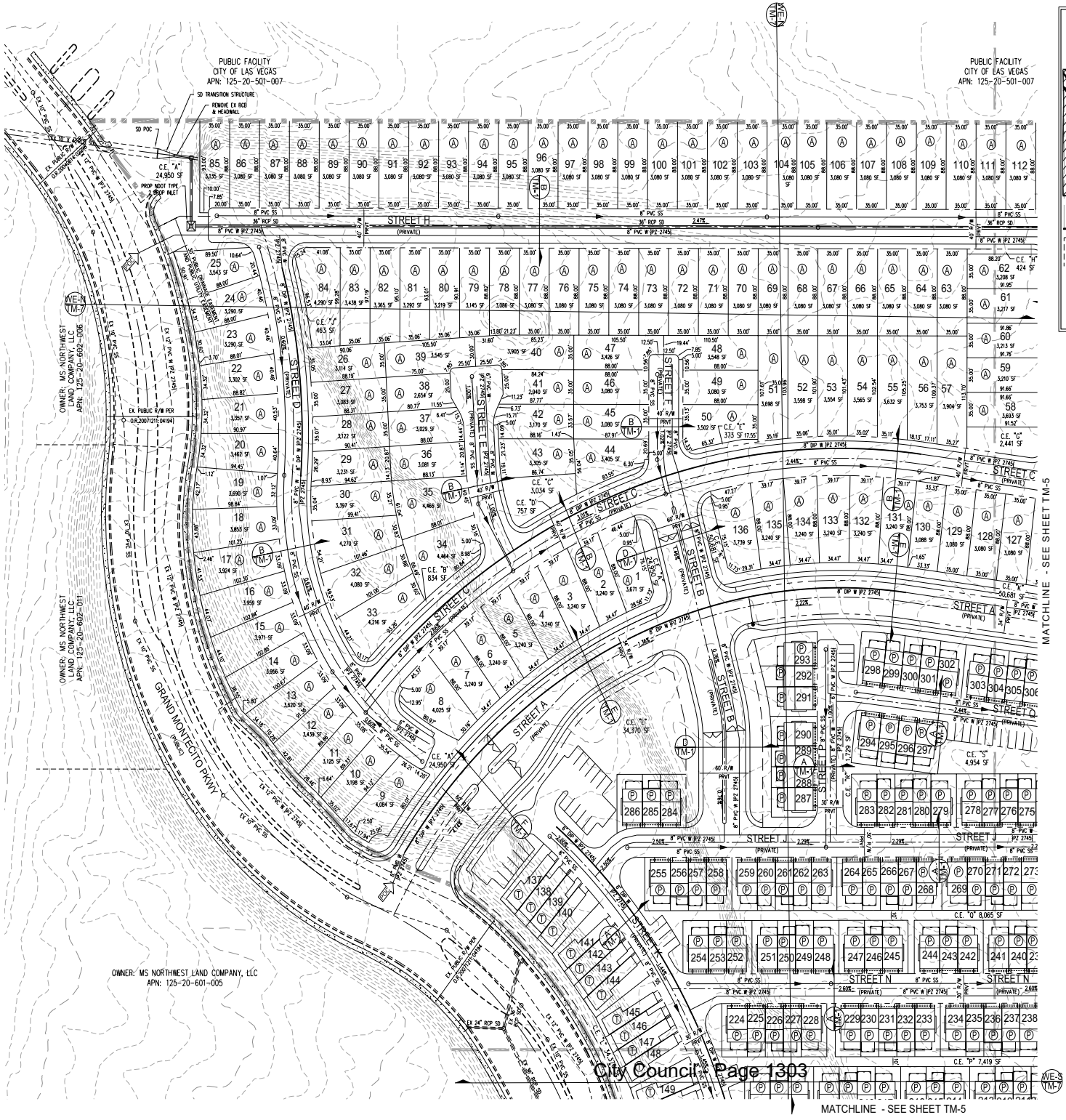

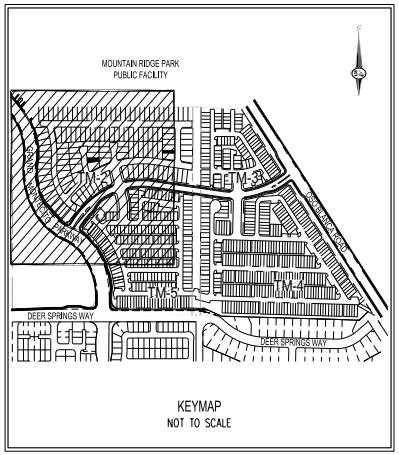

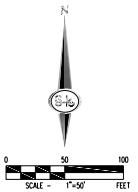

LEGEND

- MATCHLINE
- ROADWAY CENTERLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED GRADE & ARROW
- EXISTING CONTOUR (5-FT)
- EXISTING CONTOUR (1-FT)
- PROPOSED SEWER LINE
- EXISTING SEWER LINE
- PROPOSED WATER LINE
- EXISTING WATER LINE
- SEWER MANHOLE
- SEWER FLOW DIRECTION
- FIRE HYDRANT
- WATER POINT OF CONNECTION
- SEWER POINT OF CONNECTION
- PROPOSED STORM DRAIN
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- SIGHT VISIBILITY ZONE
- WROUGHT IRON FENCE
- RETAINING WALL
- DECORATIVE PERIMETER WALL
- DECORATIVE PERIMETER RETAINING WALL

PRODUCT 1- (A)
PRODUCT 2- (P)
PRODUCT 3- (T)

22-0284
05/10/2022

SLATER HANIFAN GROUP
a Westwood team
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300
FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

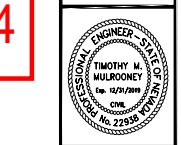
KB HOME

MONTECITO 60

TENTATIVE MAP I - PLAN VIEW

S20 R59 E

DATE: 9/24/18
DRAFTER: IJPC
DESIGNER: HN
CHECKED: MK
PROJECT NO. KBH1805-000



TM-2
SHEET 2 OF 7

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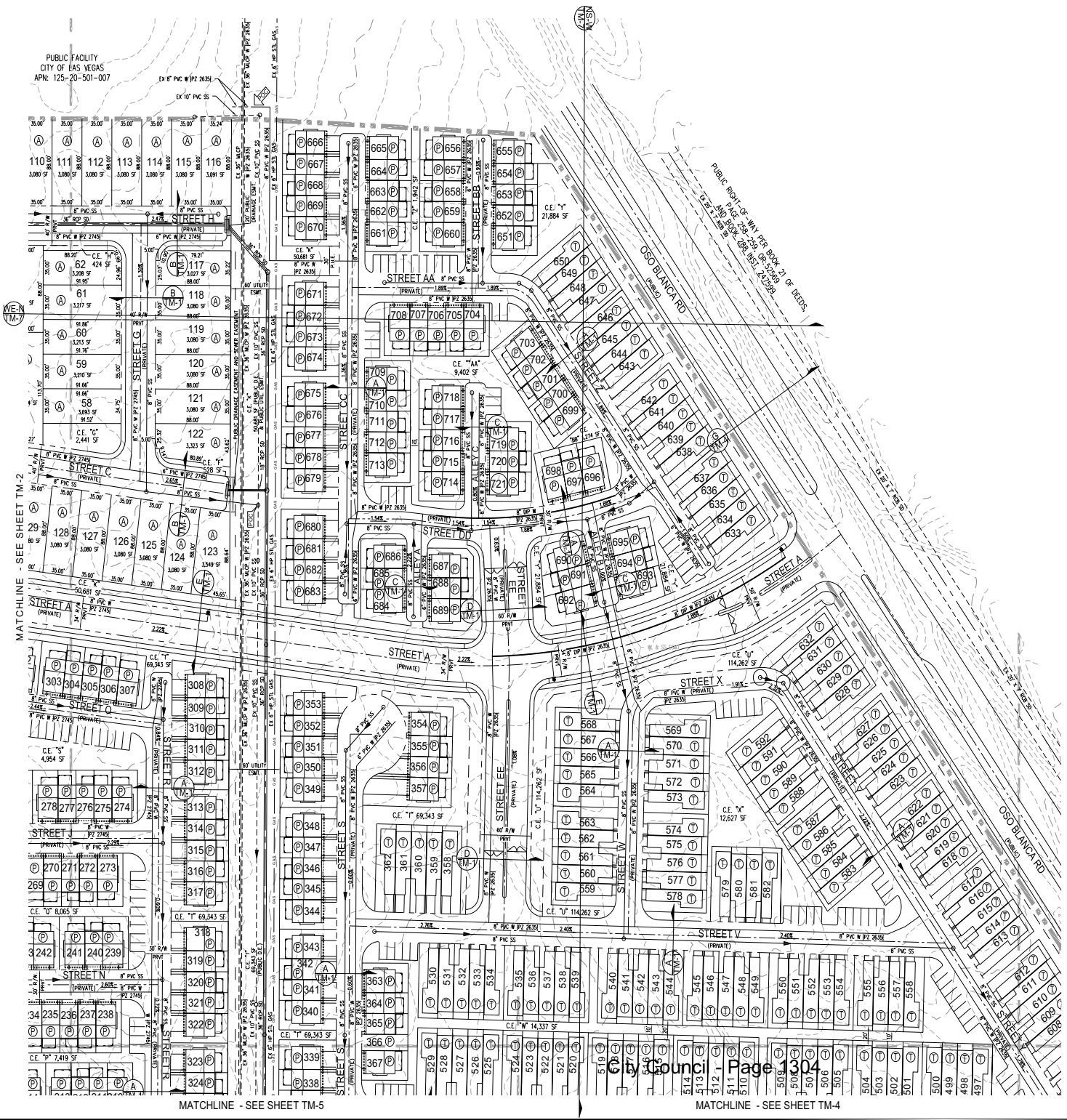
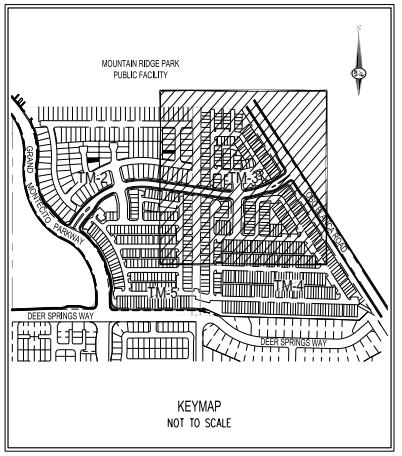
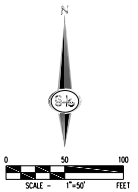




KEYMAP
NOT TO SCALE



LEGEND

- MATCHLINE
- ROADWAY CENTERLINE
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- RETAINING WALL
- DECORATIVE PERIMETER WALL
- DECORATIVE PERIMETER RETAINING WALL

PRODUCT 1- (A)
PRODUCT 2- (P)
PRODUCT 3- (T)

22-0284
05/10/2022

SLATER HANIFAN GROUP
a Westwood team
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
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NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

KB HOME

MONTECITO 60

TENTATIVE MAP II - PLAN VIEW

DATE: 9/24/18
DRAFTER: IJPC
DESIGNER: HN
CHECKED: MK
PROJECT NO.
KBH1805-000

TIMOTHY M. MULROONEY — STATE OF NEVADA — PROFESSIONAL ENGINEER — No. 22598 — 12/31/2019 — CIVIL

TM-3
SHEET 3 OF 7

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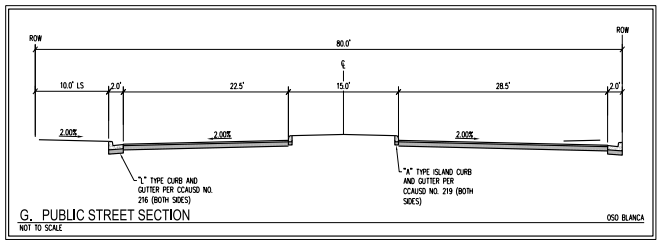

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a Westwood team
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FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

KB HOME

MONTECITO 60

TENTATIVE MAP III - PLAN VIEW

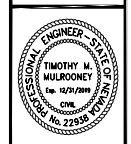
DATE: 9/24/18

DRAFTER: IJPC

DESIGNER: HN

CHECKED: MK

PROJECT NO.
KBH1805-000



TM-4
SHEET 4 OF 7

22-0284
05/10/2022

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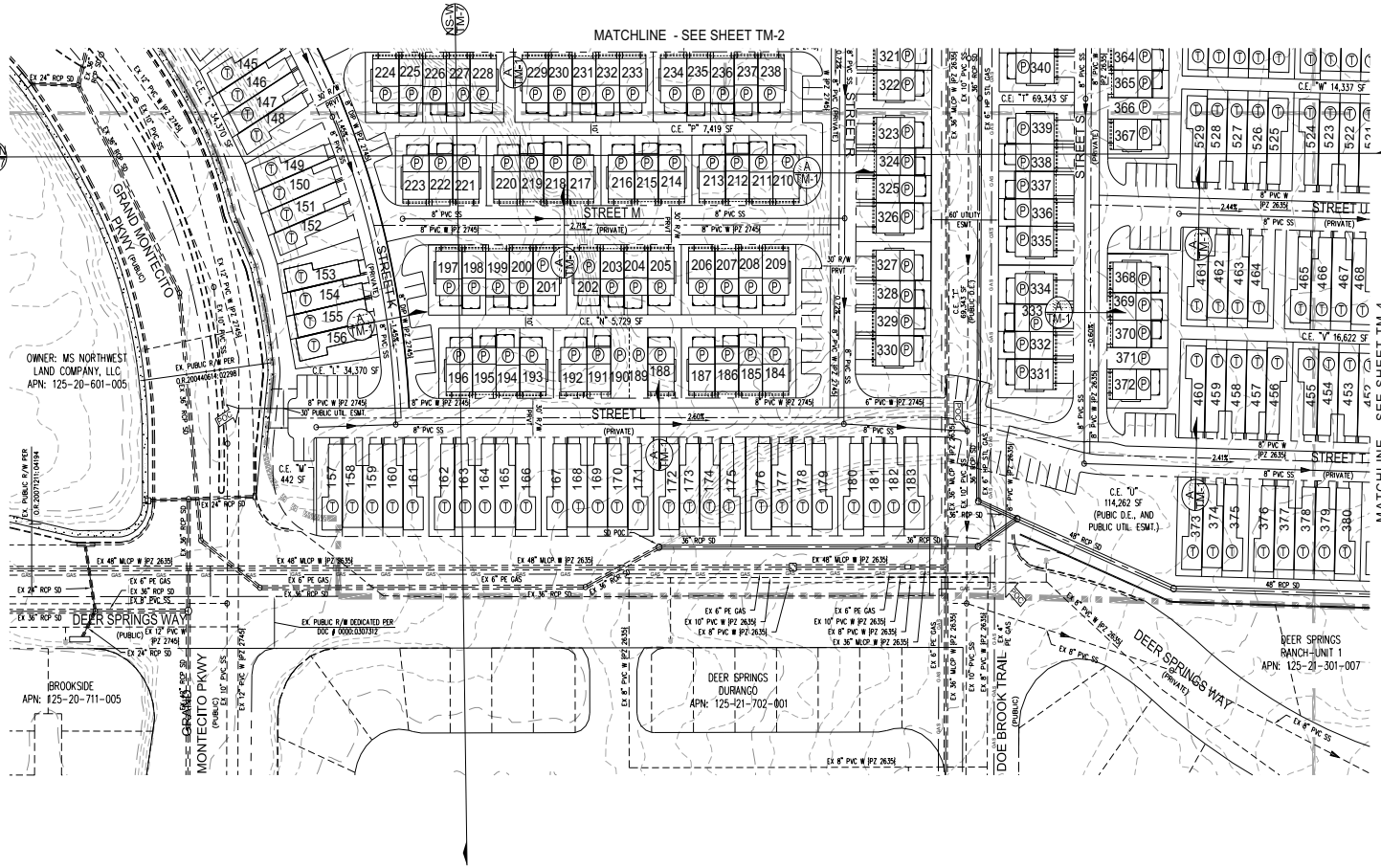

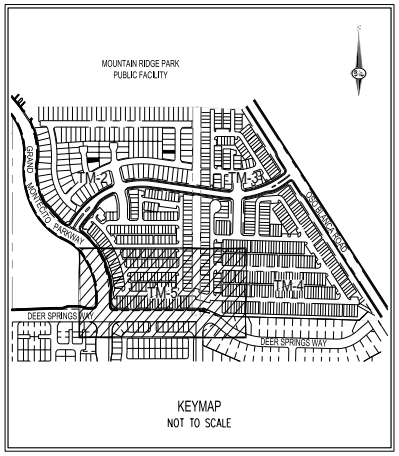

LEGEND

- MATCHLINE
- ROADWAY CENTERLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED ELEVATION
- EXISTING ELEVATION
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- RETAINING WALL
- DECORATIVE PERIMETER WALL
- DECORATIVE PERIMETER RETAINING WALL

PRODUCT 1- (A)
PRODUCT 2- (P)
PRODUCT 3- (T)

SCALE - 1"=50' FEET

22-0284
05/10/2022

SLATER HANIFAN GROUP
a Westwood team
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

KB HOME

MONTECITO 60

TENTATIVE MAP IV - PLAN VIEW

S20 R60E T21

DATE: 9/24/18
DRAFTER: IJPC
DESIGNER: HN
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PROJECT NO.
KBH1805-000

TIMOTHY M. MULROONEY — No. 22558 — PROFESSIONAL ENGINEER — STATE OF NEVADA — Exp. 12/31/2019 — CIVIL

TM-5
SHEET 5 OF 7

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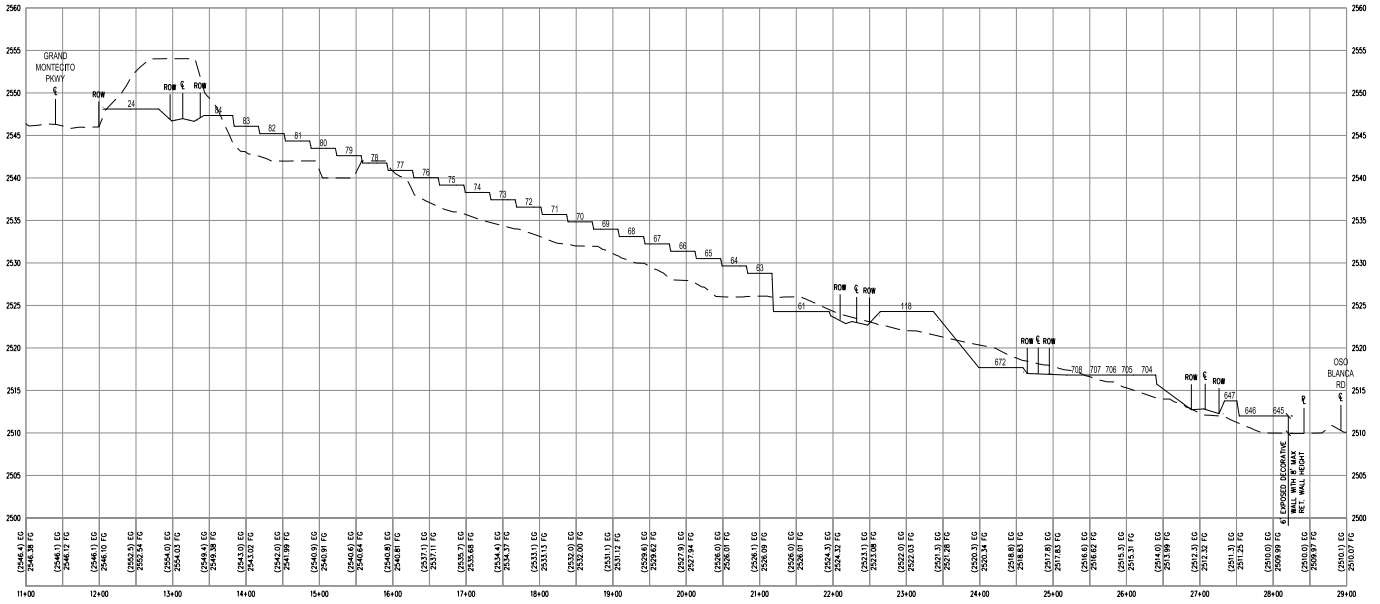
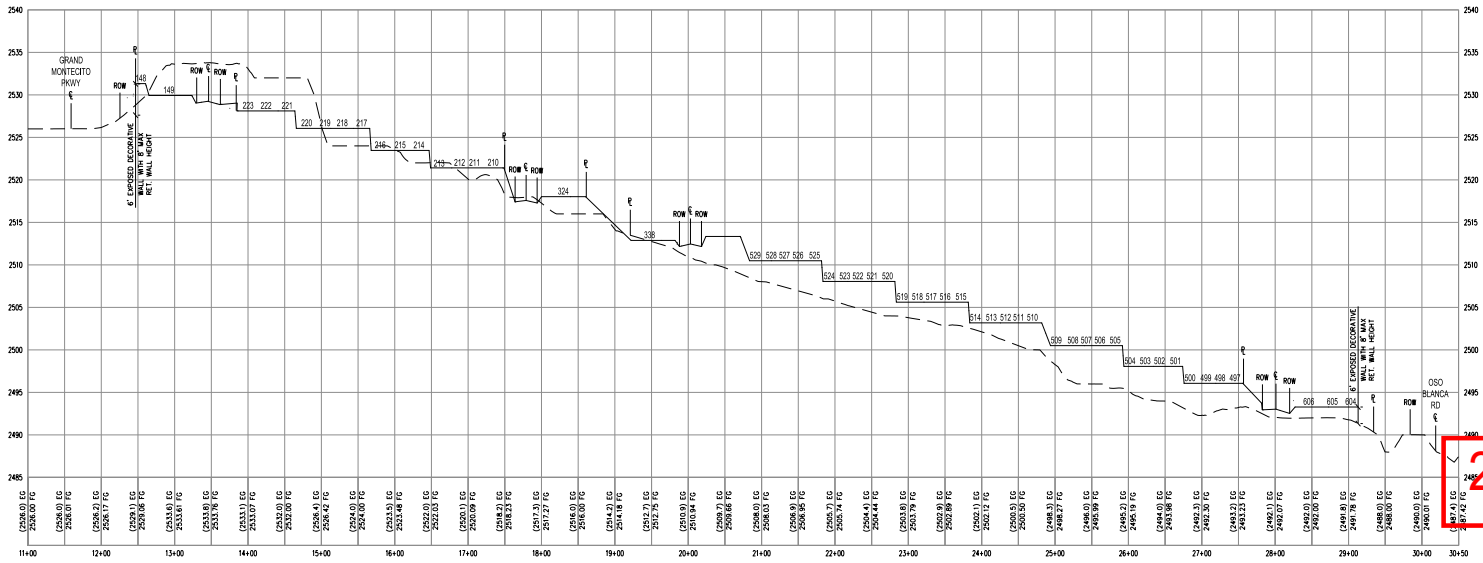


WEST TO EAST AT NORTH (WE-N) - SECTION VIEW

HORIZ: 1" = 80'
VERT: 1" = 8'



WEST TO EAST AT SOUTH (WE-S) - SECTION VIEW

HORIZ: 1" = 80'
VERT: 1" = 8'

22-0284
05/10/2022

SLATER HANIFAN GROUP
a Westwood team
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

KB HOME

MONTECITO 60

TENTATIVE MAP IV - CROSS SECTIONS I

S20 T19S R60E

DATE: 9/24/18
DRAFTER: IJPC
DESIGNER: HN
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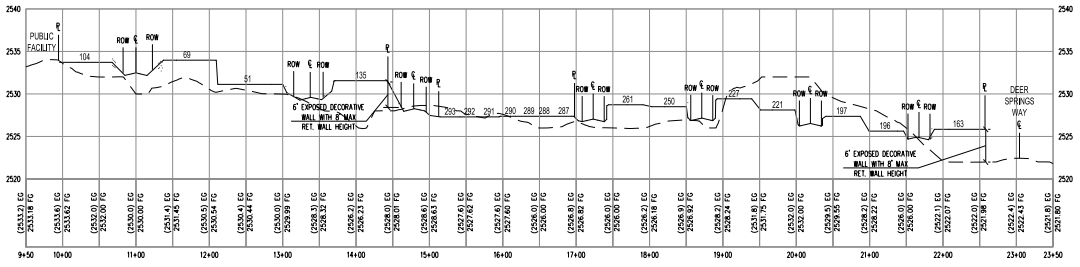
PROJECT NO.
KBH1805-000

TIMOTHY M. MULROONEY
No. 22558
PROFESSIONAL ENGINEER
STATE OF NEVADA
12/31/2019
CIVIL

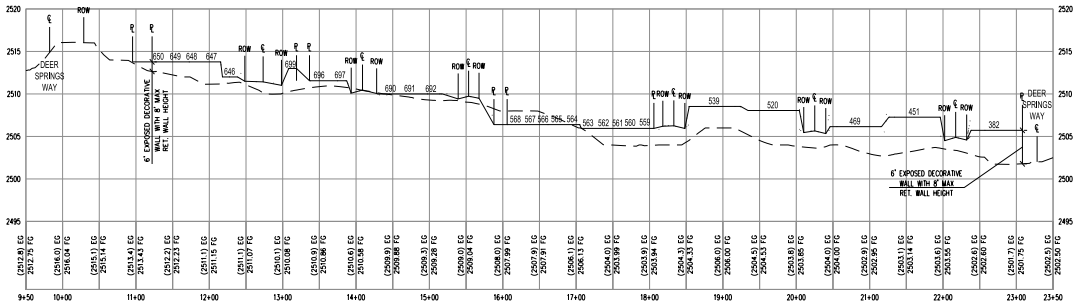
TM-6
SHEET 6 OF 7

J:\KBH1805-000 montecito 60\Design\Entitlements\mxd\KBH1805-000 tm.dwg 9/24/2018 3:06 PM Hung Nguyen



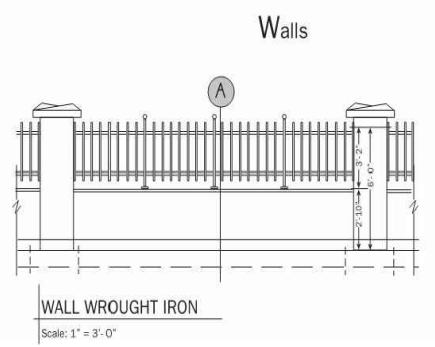
NORTH TO SOUTH AT WEST (NS-W) - SECTION VIEW

HORIZ: 1" = 80'
VERT: 1" = 8'



NORTH TO SOUTH AT EAST (NS-E) - SECTION VIEW

HORIZ: 1" = 80'
VERT: 1" = 8'



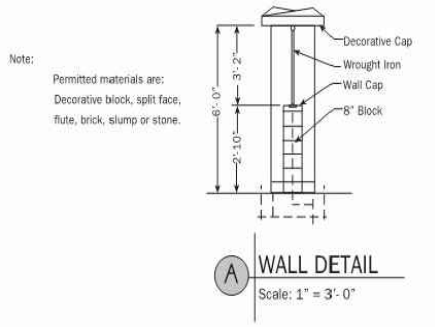
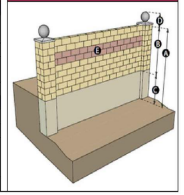


Table 7 - Perimeter and Retaining Walls (see Figure 5)		
Perimeter and Retaining Walls with Slope ≤ 2%		
A.	Maximum Wall Height	14 FEET
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	8 FEET
D.	Maximum Ornament Height above wall	18 inches
E.	Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%		
A.	Maximum Wall Height	14 FEET
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	8 FEET
D.	Maximum Ornament Height above wall	18 inches
E.	Contrasting Material	20%

Figure 5 - Retaining and Perimeter Wall



22-0284
05/10/2022

SLATER HANIFAN GROUP
a Westwood team
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
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NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

KB HOME

MONTECITO 60

TENTATIVE MAP IV - CROSS SECTIONS II

S20 T19 R60E

DATE: 9/24/18
DRAFTER: IJPC
DESIGNER: HN
CHECKED: MK

PROJECT NO.
KBH1805-000

TIMOTHY M. MULROONEY
No. 22538
STATE OF NEVADA
PROFESSIONAL ENGINEER
Exp. 12/31/2019
CIVIL

TM-7
SHEET 7 OF 7

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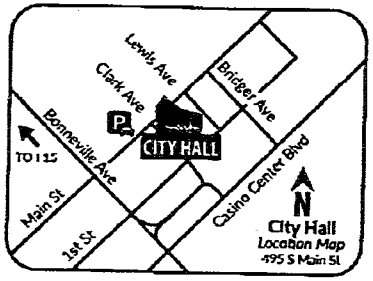
2022 JUN -6 P 5:23

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0284 and 22-0284-ROC1 and 22-0284-ROC2

City Council Meeting of **06/15/2022**

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LAS VEGAS NV 89149

Jun 06 22, 04:13p LEASURE
City Council - Page 1309
7026563615
p.1

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 22-0284-ROC1 AND 22-0284-ROC2

SUBJECT: APPLICANT/OWNER: KB HOME

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***June 15, 2022*** City Council meeting. . All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares and Emily Wetzstein*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov*** and ***ewetzstein@lasvegasnevada.gov*** . If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 8:00AM ***TUESDAY, JUNE 14, 2022.***

Bilbrey, Christa L Digitally signed by Bilbrey, Christa L Date: 2022.06.09 09:43:00-07'00'

Signature

6/7/22

Date

Christa Bilbrey

Please Print Name

KB Home

Company Name

Submitted after final agenda Items 55a-55b

Sincerely,

Seth Floyd
Director of Community Develpment
Department of Planning

AGENDA ITEM 55
RECEIVED 6.9.22
6.15.22 CC MEETING

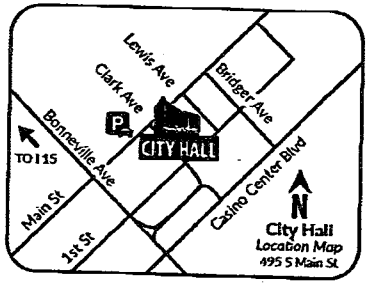
p.1
7029989490
mozell fax
Jun 12 2022 3:56pm

CITY CLERK
2022 JUN 13 A 7:55

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0284 and 22-0284-ROC1 and 22-0284-ROC2

City Council Meeting of **06/15/2022**

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City Council - Page 1311

Submitted after final agenda

Date 6/13/2022 Item 55a - 55b

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
55a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0284-ROC1 - REVIEW OF CONDITION - FOR THE REVIEW OF CONDITION OF APPROVAL NUMBER 15 OF PREVIOUSLY APPROVED TENTATIVE MAP (TMP-74639) TO ALLOW THE REDUCTION OF A REQUIRED 12-FOOT WIDE TRAIL TO A 10-FOOT WIDE TRAIL ADJACENT TO THE WEST SIDE OF OSO BLANCA ROAD, NORTH OF MONTECITO POINTE DRIVE

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	2

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
55b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0284-ROC2 - REVIEW OF CONDITION - FOR THE REVIEW OF CONDITION OF APPROVAL NUMBER 20 OF PREVIOUSLY APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-74638) TO ALLOW THE REDUCTION OF A REQUIRED 12-FOOT WIDE TRAIL TO A 10-FOOT WIDE TRAIL ADJACENT TO THE WEST SIDE OF OSO BLANCA ROAD, NORTH OF MONTECITO POINTE DRIVE

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	2

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
56

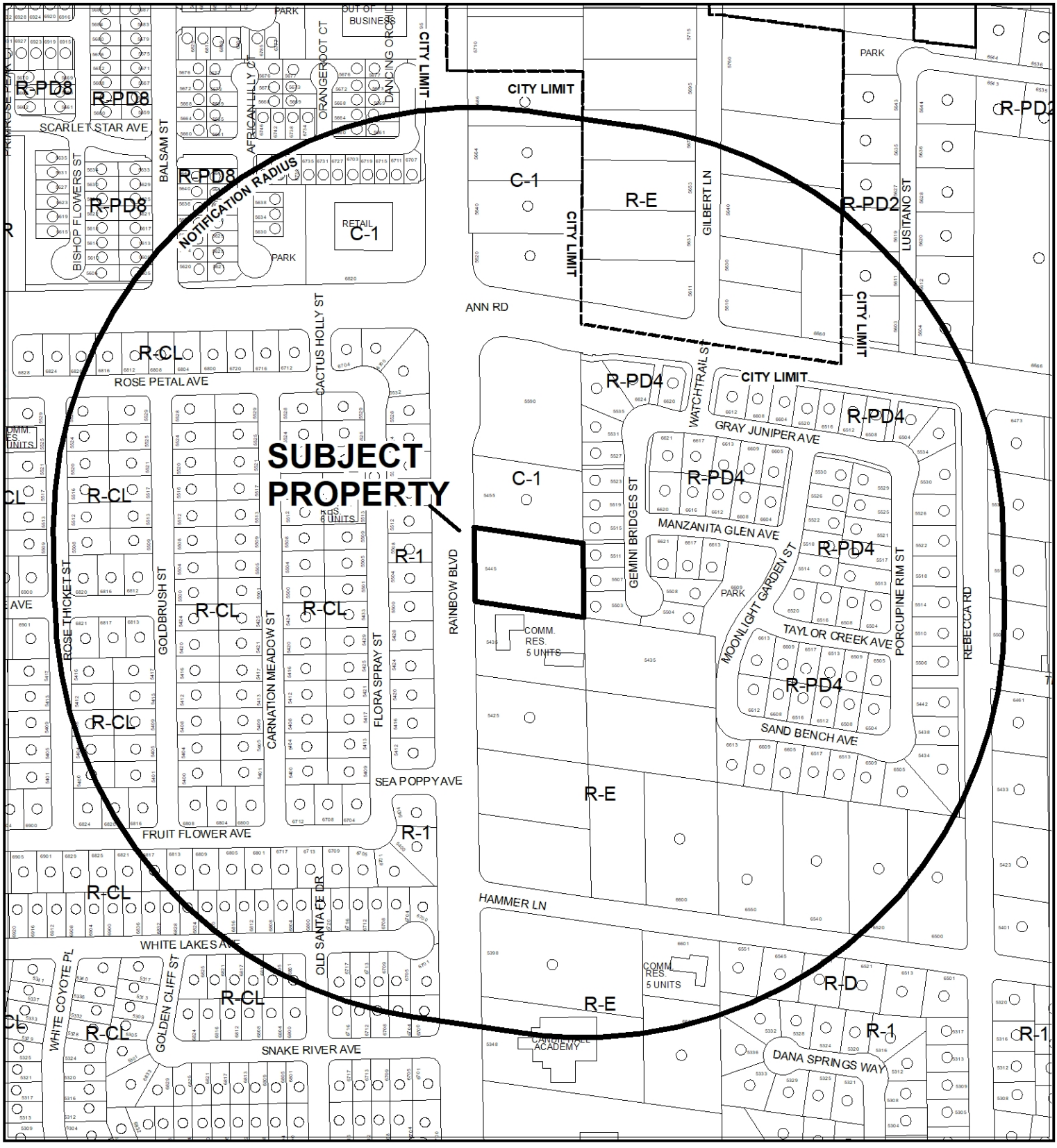
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0015 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GOLD LT RE, LLC #6 - For possible action on the following Land Use Entitlement project requests on 1.06 acres on the east side of Rainbow Boulevard approximately 520 feet south of Ann Road (APN 125-35-101-007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends DENIAL on entire the Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL on entire the Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Backup Documentation Submitted for the May 18, 2022 City Council Meeting
7. Backup Documentation Submitted for the April 12, 2022 Planning Commission Meeting



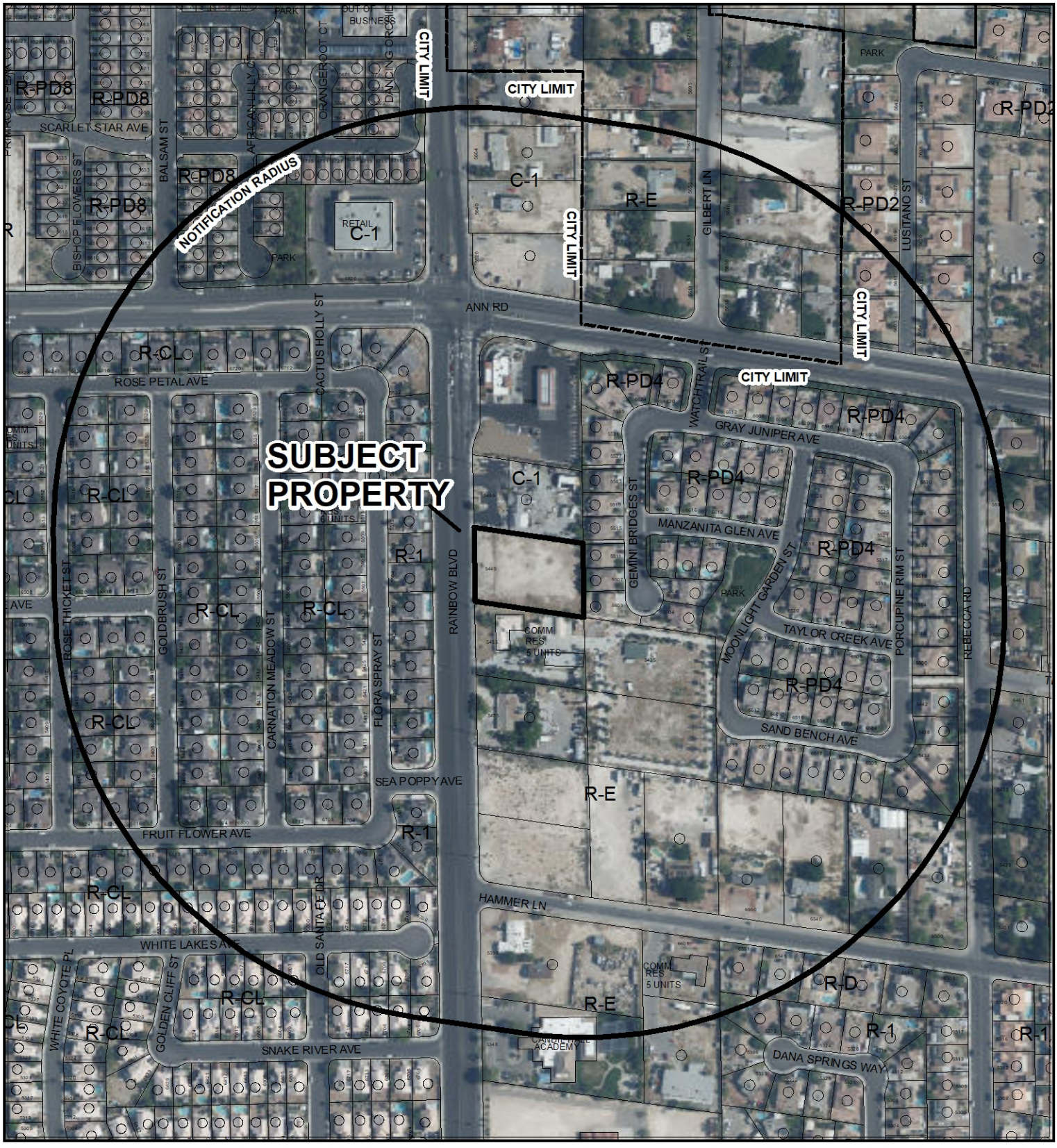
0 270 540 Feet

CASE: **22-0015**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **22-0015**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GOLD LT RE, LLC #6

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0015-VAR1	Staff recommends DENIAL, if approved subject to conditions:	
22-0015-VAR2	Staff recommends DENIAL, if approved subject to conditions:	22-0015-VAR1
22-0015-SUP1	Staff recommends DENIAL, if approved subject to conditions:	22-0015-VAR1 22-0015-VAR2
22-0015-SDR1	Staff recommends DENIAL, if approved subject to conditions:	22-0015-VAR1 22-0015-VAR2 22-0015-SUP1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 333 (by City Clerk)

PROTESTS 5

APPROVALS 0

AS

**** CONDITIONS ****

22-0015-VAR1 CONDITIONS

Planning

1. A Variance is hereby approved to allow outdoor storage within the setback area where such is not allowed.

2. Approval of and conformance to the Conditions of Approval for Special Use Permit (22-0015-SUP1), Variance (22-0015-VAR2), and Site Development Plan Review (22-0015-SDR1) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0015-VAR2 CONDITIONS

Planning

1. A Variance is hereby approved to allow three parking spaces on the exterior of the security fence where five are required.

2. A Variance is hereby approved to allow zero parking spaces spread throughout the development where two are required.

3. Approval of and conformance to the Conditions of Approval for Variance (22-0015-VAR1), Special Use Permit (22-0015-SUP1), and Site Development Plan Review (22-0015-SDR1) shall be required, if approved.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0015-SUP1 CONDITIONS

Planning

1. Hours of operation shall be limited to the hours of 7:00 a.m. to 9:00 p.m.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Recreational Vehicle and Boat Storage use.

3. Approval of and approval of and conformance to the Conditions of Approval for Variance (22-0015-VAR1), Variance (22-0015-VAR2), and Site Development Plan Review (22-0015-SDR1) shall be required, if approved.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. A Waiver from Title 19.12 is hereby approved, to allow the storage of recreational vehicles and boats within all required setback areas.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0015-SDR1 CONDITIONS

Planning

1. Space 19 as depicted on site plan date stamped 05/25/22 shall not be covered by a shade structure.

2. Lighting shall be limited to shielded lights located under the shade structure. The lights shall be motion sensor activated.

3. The automated entry/exit gate shall be solid or screened.

4. Bollards shall be installed within the landscape buffer for 30-feet south of space 48.

5. Prior approvals for Variances (VAR-76696 and VAR-76697) and Site Development Plan Review (SDR-76698) are hereby expunged.

6. Approval of and conformance to the Conditions of Approval for Variance (22-0015-VAR1) and Special Use Permit (22-0015-SUP1) shall be required, if approved.

7. 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.

8. All development shall be in conformance with the building elevations, site plan and landscape plan date stamped on 05/25/22, except as amended by conditions herein.

9. A Waiver from Title 19.08 is hereby approved, to allow a five-foot landscape buffer adjacent to right-of-way where 15 feet is required.

10. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot-wide landscape buffer adjacent to the northern property line.

11. A Waiver from Title 19.08 is hereby approved, to allow a five-foot-wide landscape buffer adjacent to the eastern property line.

12. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot-wide landscape buffer adjacent to the southern property line.

13. An Exception from Title 19.08 is hereby approved, to allow zero trees within the southern landscape buffer where two are required.

14. An Exception from Title 19.08 is hereby approved, to allow two trees within the eastern landscape buffer where three are required.

15. An Exception from Title 19.08 is hereby approved, to allow seven trees within the western landscape buffer where eight are required.

16. 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.

17. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

18. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer, or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede the visibility of any traffic control device.

19. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

20. The sidewalk adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with the development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

21. Queueing within the public right-of-way is prohibited. If queues extend into the public right-of-way, the City Traffic Engineer may require the gates to remain open during business hours.

22. 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.

23. Submit a License Agreement for landscaping and private improvements in the Rainbow Boulevard public rights of way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property within the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

24. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a 71-space Recreational Vehicle and Boat Storage Parking lot on 1.06 acres at 5445 North Rainbow Boulevard.

REVISIONS

- ***The applicant has submitted revisions to reflect:*** *A Variance (22-0015-VAR1) is requested to allow a six-foot solid screen wall where the outdoor storage screening development standards require an eight-foot solid screening wall. This Variance is no longer required based on the revised plans.*
- ***The applicant has submitted revisions to reflect:*** *A Waiver from Title 19.12 is requested to allow the outdoor storage area to be screened by a six-foot solid wall where eight feet is required. This Waiver is no longer required based on the revised plans.*
- ***The applicant has submitted revisions to reflect:*** *A Waiver from Title 19.08 is requested to allow a five-foot landscape buffer where 15 feet is required adjacent to right-of-way. Staff does not support this request.*
- ***The applicant has submitted*** **revisions to reflect:** A Waiver from Title 19.08 is requested to allow a five-foot landscape buffer where eight feet is required within the eastern landscape buffer. Staff does not support this request.

ISSUES

- The subject site is part of the Rainbow Boulevard North Corridor Plan.
- A Variance (22-0015-VAR1) is requested to allow outdoor storage within the required side yard setback area. Staff does not support this request.
- A Variance (22-0015-VAR2) is requested to allow three parking spaces exterior of the security fence where five are required. Staff does not support this request.
- A Variance (22-0015-VAR2) is requested to allow zero parking spaces within the enclosed security fence area where two are required. Staff does not support this request.
- A Special Use Permit is required to allow a Recreational Vehicle and Boat Storage Parking in the C-1 (Limited Commercial) zoning district. Staff does not support this request.
    - A Waiver from Title 19.12 is requested to allow the storage of recreational vehicles within all required setback and buffer areas. Staff does not support this request.

AS

- A Site Development Plan Review is requested to allow a 71-space Recreational Vehicle and Boat Storage Parking Lot. Staff does not support this request.
    - A Waiver from Title 19.08 is requested to allow a five-foot landscape buffer adjacent to right-of-way where 15 feet is required. Staff does not support this request.
    - A Waiver from Title 19.08 is requested to allow a zero-foot-wide landscape buffer adjacent to all interior lot lines where eight feet is required. Staff does not support this request.
    - A Waiver from Title 19.08 is requested to allow a five-foot landscape buffer where eight feet is required within the eastern landscape buffer. Staff does not support this request.
    - An Exception from Title 19.08 is requested to allow zero trees within the southern landscape buffer where two are required. Staff does not support this request.
    - An Exception from Title 19.08 is requested to allow seven trees within the western landscape buffer where eight are required. Staff does not support this request.

ANALYSIS

The proposed 1.06-acre site parcel is zoned C-1 (Limited Commercial) with an SC (Service Commercial) land use designation. The parcel is located on the east side of Rainbow Boulevard just south of the Ann Road intersection. The parcel is surrounded by a residential development zoned R-PD4 (Residential Planned Development – 4 Units per Acre) and an R-E (Residence Estates) lot used as a licensed Community Residence.

The applicant is proposing to develop the parcel with a 71-spaced Recreational Vehicle and Boat Storage Parking lot. The Recreational Vehicle and Boat Storage use is defined as “An area or facility used for the storage of recreational vehicles, boats, or any combination thereof. For purposes of this description, a “recreational vehicle” is a vehicle towed, or self-propelled on its own chassis, or attached to the chassis of another vehicle and designed or used for recreational or sporting purposes. This use includes, but is not limited to, travel trailers, pick-up campers, camping trailers, motor coach homes, and converted trucks or buses.” The Minimum Special Use Permit Requirements for this use include:

1. Storage of recreational vehicles and boats is not permitted within required setbacks or buffer areas.

The applicant is requesting a Variance (22-0015-VAR1) and Waiver to allow the storage of recreational vehicles (and boats) within all required setback and buffer areas. The storage area is approximately zero feet away from the property line where 10 feet is required for the C-1 (Limited Commercial) front and side yard setbacks and 20 feet for the rear yard area.

2. Storage areas that are not screened by an intervening building shall be screened completely from view from any public street by a screening device at least 8 feet in height. In addition, storage areas shall be screened completely from view from any adjoining property by a screening device at least 8 feet in height, except along the property line of any adjoining property that is zoned C-M or M.

   The storage area is screened by an eight-foot-tall solid wall on all sides. This wall is sufficient in providing adequate screening from the proposed shade structures and recreational vehicles that would occupy based on the proposed development. Any existing six-foot-tall perimeter walls have been revised to the required eight feet standard.

3. The commercial repair of recreational vehicles, boats, trailers, and other like vehicles is prohibited.

   The subject site will be subject to Business License review and inspection ensuring that the commercial repair of recreational vehicles, boats, trailers, and other similar vehicles is not conducted at the subject site.

Outdoor storage areas such as the proposed Recreational Vehicle and Boat Storage must also be in conformance with Title 19.08's screening requirements for outdoor storage areas. These Special Use Permit requirements cannot be granted as a traditional Waiver and must be requested through a Variance, as well as they are development requirements set forth by Title 19.08. As a result, the applicant is requesting a Variance to allow the storage of recreational vehicles (and boats) within all required setback and buffer areas. The storage area is approximately zero feet from the front and side yard setbacks where 10 feet is required and approximately four feet from the rear yard setback where 20 feet is required.

The parking requirements for a Recreational Vehicle and Boat Storage Parking Use is based primarily on the total number of storage spaces. Per Title 19.12, one parking space is required for every 50 storage units and a minimum of five additional spaces for customers outside the security fenced area. Three parking spaces are provided outside on the security fenced area and no spaces are provided in the interior. As a result, the applicant is requesting a Variance (22-0015-VAR2) to allow for three parking spaces exterior of the security fence where five are required and zero parking spaces interior of

the security fence where two are required. The applicant is proposing to include four shade structures to cover 92 percent of parking spaces for the recreational vehicles. Staff is unable to support the requested Variance as the lack of parking provided for customers and tenants will burden the surrounding commercial development or force customers to park in access aisles.

The aforementioned shade structures exceed the residential adjacency requirements by just under one foot, as there is a 15-foot height limit. Residential Adjacency Standards are one of many standards that ensures the scale of commercial development is compatible with surrounding land uses and provides a sensitive transition to less intensive uses such as residential. Despite this standard not being met, the R-PD (Residential Planned Development) zoning districts such as the surrounding R-PD4 (Residential Planned Development – 4 Units per Acre) are not subject to residential adjacency protection standards.

Tree species used throughout the site include three 36-inch box Strawberry Trees and 24-inch box Mondell Pine trees. Provided shrubs include five-gallon hopseed and red fountain grass. All of the proposed planting materials are included on the Southern Nevada Regional Planning Coalition Regional Planting List and are thereby appropriate for a desert environment. To accommodate the design of the subject site and the associated landscape plan, the applicant is requesting Waivers and Exceptions of the perimeter landscape buffer requirements and tree requirements. The applicant is requesting a Waiver to allow a five-foot-wide landscape buffer adjacent to the right-of-way on Rainbow Boulevard where 15 feet is required. Additionally, the applicant is requesting Waivers to allow zero-foot landscape buffers adjacent to the northern and southern interior lot lines. A Waiver is requested to allow a five-foot landscape buffer adjacent to the eastern interior lot line. Exceptions are requested to reduce the number of trees required. An Exception is requested to allow zero trees within the southern landscape buffer where two are required. Likewise, an Exception is requested to allow seven trees within the western landscape buffer where eight are required.

The subject site is included in the Rainbow Boulevard North Corridor Plan. This plan was developed as a guide for land use changes as a result of increased thoroughfare traffic on Rainbow Boulevard. The plan emphasizes land uses that serve the corridor community and encourages development patterns that align with the single-family neighborhoods. This plan categorizes the surrounding area around the subject site as Ann-Rainbow. This portion of the corridor accounts for a majority (44%) of the total land share. The higher traffic flows at the Ann Road and Rainbow Boulevard intersection have had an impact on recent land use changes and land use proposals. Additionally, with a large amount of vacant land included in this portion of the corridor, the primary focus is catered toward future development patterns. The preferred type of non-residential development for this portion of the corridor are professional offices or pedestrian-oriented commercial development servicing neighboring residents. The proposed Recreational Vehicle parking lot facility would be an auto-centric focused development thereby not meeting the ideal type of development for the Rainbow Boulevard corridor.

The applicant has proposed to overdevelop the subject site and the proposed Recreational Vehicle and Boat Storage does not meet the minimum development standards required for such a use as demonstrated by the number of Variances and Waivers requested. Minimum parking and outdoor storage screening requirements are required in order to provide compatibility and protection from neighboring residential land uses.

As evidenced by the multiple Variances, Waivers, Exceptions, and the failure to meet the objectives of the Rainbow Boulevard North Corridor Plan, the applicant has proposed a development that is not compatible with the existing surrounding residential land uses. Therefore, staff is recommending denial on all associated applications, subject to conditions if approved.

FINDINGS (22-0015-VAR1 and VAR2)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to overdevelop a site with a proposed development that is not in conformance with the minimum development requirements set forth by Title 19.08. A less intensive design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (22-0015-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The applicant is proposing to over-develop the commercial site as evidenced by the requested Variances and Waivers. As a result, the commercial land use is too intense and incompatible with the surrounding low-density residential neighborhood.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suited for the type or intensity of the proposed use as it will burden the surrounding residential neighborhood with an auto-centric land use that is not the preferred type of non-residential development for this portion of the Rainbow Corridor.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site provides limited parking which may result in future tenants parking in the lot's access aisles if the remaining spaces are full. The subject site is accessed by Rainbow Boulevard, a 100-foot primary arterial that is adequate in size to service the intense proposed commercial development.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The approval of this Special Use Permit would allow an auto-centric commercial land use in the midst of a low-density residential neighborhood and does not support the goals and objectives of the Rainbow Boulevard North Corridor Plan which prefers non-residential development such as professional offices or pedestrian-oriented commercial development servicing neighboring residents for this portion of the Rainbow Boulevard corridor.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use does not meet all of the Minimum Special Use Permit Requirements per Title 19.12. A Variance and Waiver for parking storage area are requested in order to meet the Special Use Permit Requirements.

FINDINGS (22-0015-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   As evidenced by the multiple Variances, Waivers, Exceptions, and the failure to meet the objectives of the Rainbow Boulevard North Corridor Plan, the applicant has proposed a development that is not compatible with the existing surrounding residential land uses. The Rainbow Boulevard North Corridor Plan concluded that this non-residential development in this portion of the corridor would be best suited for professional offices or pedestrian-oriented commercial development servicing neighboring residents.

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 inconsistent with the Rainbow Boulevard North Corridor Plan. This section of the corridor is best suited for professional offices or pedestrian-oriented commercial development servicing neighboring residents. In addition, multiple Variances, Waivers, and Exceptions are requested in order to allow conformance with Title 19's requirements.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

The site provides limited parking which may result in future tenants parking in the lot's access aisles if the remaining spaces are full. The subject site is accessed by Rainbow Boulevard, a 100-foot primary arterial that is adequate in size to service the intense proposed commercial development.

4. Building and landscape materials are appropriate for the area and for the City;

The submitted elevation plan date stamped on 05/25/22, shows the proposed shade structures composed of steel beams and corrugated metal sheating. The shade structures are each 16 feet tall. While the R-PD4 zoning district is not a protected zoning district as defined by the Residential Adjacency Standards, they are residential land uses and the proposed shade structures are too tall for residential adjacency and exceed residential adjacency requirements by just under one foot, as there is a 15-foot height limit. These shade structures will be visually intrusive to neighboring residential properties and are not appropriate for the area. The proposed landscape materials consist of 36-inch box Strawberry Trees and 24-inch box Mondell Pine trees with five-gallon hopseed and red fountain grass shrubbery. All of the proposed planting materials are included on the Southern Nevada Regional Planning Coalition Regional Planting List and are thereby appropriate for a desert environment.

5. Building elevations, design characteristics, and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The design characteristics of the proposed commercial development and the height of the proposed shade structures are not compatible with the neighboring low density residential area.

6. Appropriate measures are taken to secure and protect the public health, safety, and general welfare.

The development of the site will be subject to building permit review and inspection, thereby protecting the health, safety, and general welfare of the public if approved.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/28/06	A Code Enforcement Case (CE-38809) was reported for trash and overgrown weeds on the property next to 5455 North Rainbow Boulevard. The case was resolved on 03/30/06.
09/17/19	A Code Enforcement Case (CE19-02835) was reported for multiple vehicles for sale on a lot at 5445 North Rainbow Boulevard. The case was resolved on 10/01/19.
10/02/19	The City Council approved a General Plan Amendment (GPA-75954) from: DR (Desert Rural Density Residential) to: SC (Service Commercial) on 1.06 acres at 5445 North Rainbow Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a Rezoning (ZON-75955) from: R-E (Residence Estates) to: C-1 (Limited Commercial) on 1.06 acres at 5445 North Rainbow Boulevard. The Planning Commission and staff recommended approval
	The City Council approved a Variance (VAR-76696) to allow 36 parking spaces where 65 are required on 1.06 acres at 5445 North Rainbow Boulevard. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Variance (VAR-76697) to allow a 10-foot residential adjacency setback where 75 feet is required on 1.06 acres at 5445 North Rainbow Boulevard. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Site Development Plan Review (SDR-76698) for a proposed 7,632 square-foot general retail building and a 1,400 square-foot restaurant with drive-through on 1.06 acres at 5445 North Rainbow Boulevard. The Planning Commission recommended approval while staff recommended denial.
11/03/21	The City Council approved the first Extension of Time (21-0560-EOT1) of a previously approved Variance (VAR-76696) to allow 36 parking spaces where 65 are required on 1.06 acres at 5445 North Rainbow Boulevard. Staff recommended approval.
	The City Council approved the first Extension of Time (21-0560-EOT2) of a previously approved Variance (VAR-76697) to allow a 10-foot residential adjacency setback where 75 feet is required on 1.06 acres at 5445 North Rainbow Boulevard. Staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
	The City Council approved the first Extension of Time (21-0560-EOT3) of a previously approved Site Development Plan Review (SDR-76698) for a proposed 7,632 square-foot general retail building and a 1,400 square foot restaurant with a drive-through lane with Waivers to allow the building not to be oriented to the street frontage where such is required; a five-foot landscape buffer along the north and east property lines where eight feet is required; a six-foot landscape buffer along the south property line where eight feet is required; and a 10-foot landscape buffer along the west property lie where 15 feet is required on 1.06 acres at 5445 North Rainbow Boulevard. Staff recommended approval.
03/08/22	The Planning Commission voted (7-0) to hold in ABEYANCE 22-001 [VAR1, VAR2, SUP1 and SDR1] to the April 12, 2022 Planning Commission meeting.
04/12/22	The Planning Commission (7-0 vote) recommends APPROVAL on the following Land Use Entitlement project requests on 1.06 acres on the east side of Rainbow Boulevard approximately 520 feet south of Ann Road (APN 125-35-101-007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) • 22-0015-VAR1 - VARIANCE - TO ALLOW OUTDOOR STORAGE WITHIN THE SETBACK AREA WHERE SUCH IS NOT ALLOWED; AND A SIX-FOOT TALL SCREEN WALL WHERE OUTDOOR STORAGE SCREENING DEVELOPMENT STANDARDS REQUIRE AN EIGHT-FOOT TALL SOLID SCREEN WALL • 22-0015-VAR2 - VARIANCE - TO ALLOW THREE PARKING SPACES ON THE EXTERIOR OF THE SECURITY FENCE WHERE FIVE ARE REQUIRED AND TO ALLOW ZERO PARKING SPACES SPREAD THROUGHOUT THE DEVELOPMENT WHERE TWO ARE REQUIRED • 22-0015-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED RECREATIONAL VEHICLE AND BOAT STORAGE USE WITH WAIVERS TO ALLOW THE STORAGE AREA TO BE VISIBLE FROM PUBLIC STREETS AND ADJOINING PROPERTIES WITHOUT BEING SCREENED BY AN EIGHT-FOOT TALL SCREENING DEVICE AND STORAGE WITHIN THE SETBACK AND LANDSCAPE BUFFER AREA • 22-0015-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED RECREATIONAL VEHICLE AND BOAT STORAGE PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS
05/18/22	The City Council voted to hold this item in abeyance to the June 15, 2022 City Council Meeting.

Most Recent Change of Ownership	
12/14/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
01/06/22	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Variance, Special Use Permit, and Site Development Plan Review pertaining to the development of a proposed recreational vehicle and boat storage lot at the subject site.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
02/02/22	A routine field check was conducted of the subject site; staff found the undeveloped subject site enclosed with a temporary fence. Nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	1.06

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	Building Maintenance Service		
South	Community Residence	R (Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	L (Low Density Residential)	R-PD4 (Residential Planned Development – 4 Units per Acre)
West		ML (Medium Low Density Residential)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: Rancho	Y
Rainbow Boulevard North Corridor Plan	N*
Special Area and Overlay Districts	***Compliance***
RP-O (Rural Preservation Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails (Paved Shared Use Path | Approved | East Side of Rainbow Boulevard)	Y
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	46,173 SF	Y
Min. Lot Width	100 Feet	171 Feet	Y
Min. Setbacks Detached Shade Structure			
• Front	10 Feet	10 Feet	Y
• Side	10 Feet	2 Feet	N*
• Rear	20 Feet	8 Feet	N*
Max. Building Height	N/A	16 Feet	Y

**Detached shade structures may encroach into the building setback areas provided an encroachment does not introduce into any required perimeter landscape buffer area. The applicant is requesting a Waiver of the perimeter landscape buffer requirements.*

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope	46 Feet	0 Feet	Y*

*The R-PD (Residential Planned Development) zoning districts are not subject to the residential adjacency protection standards.

AS

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	0 Trees	0 Trees	Y
• South	1 Tree / 20 Linear Feet	2 Trees	0 Trees	N**
• East	1 Tree / 20 Linear Feet	9 Trees	9 Trees	Y
• West	1 Tree / 20 Linear Feet	8 Trees	7 Trees	N**
TOTAL PERIMETER TREES		**7 Trees**	**5 Trees**	**N****
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	1 Tree	1 Tree	Y

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N*
• South	8 Feet		0 Feet	N*
• East	8 Feet		5 Feet	N*
• West	15 Feet		5 Feet	N*
Wall Height	8 Feet for Outdoor Storage Screening		8 Feet	Y

*The applicant is requesting a Waiver of the perimeter landscape buffer requirements.
**The applicant is requesting Exceptions of the tree planting requirements.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Rainbow Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	100	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	
Recreational Vehicle and Boat Storage	71 storage spaces	1 per 50 storage spaces throughout 5 outside security fence	2 5				
TOTAL SPACES REQUIRED			7		3		N
Regular and Handicap Spaces Required			6	1	2	1	N
Percent Deviation			57%				

Waivers		
Requirement	***Request***	***Staff Recommendation***
The storage of recreational vehicles and boats is not permitted within the required setbacks or buffer areas.	To allow the storage of recreational vehicles and boats within all required setback areas.	Denial
Landscape buffers adjacent to the right-of-way must be 15 feet.	To allow a five-foot landscape buffer adjacent to the western property line.	Denial
Landscape buffers adjacent to interior lot lines must be eight feet.	To allow a zero-foot landscape buffer adjacent to the northern property line.	Denial
	To allow a five-foot landscape buffer adjacent to the eastern property line.	Denial
	To allow a zero-foot landscape buffer adjacent to the southern property line.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One-24 inch box tree for every 20 linear feet with four five-gallon shrubs for each required tree.	To allow zero trees within the southern landscape buffer where two are required.	Denial
	To allow seven trees within the western landscape buffer where eight 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) SUP SDPR AND RELATED VARIANCES

Project Address (Location) 5445 N Rainbow BLVD Las Vegas Nevada 89130

Project Name Rainbow and Ann RV and Boat Storage **Proposed Use** C-1

Assessor's Parcel #(s) 125-35-101-007 **Ward #** 6

General Plan: Existing SC Proposed SC **Zoning:** Existing C-1 Proposed C-1

Additional Information RV AND BOAT STORAGE

Property Owner GOLD LT RE LLC #6 Contact ERAN GOLD

Address 6590 S. RAINBOW BLVD SUITE 100 City LAS VEGAS State NV Zip 89118

E-mail Eran@toffeyholdings.com Phone (702)232-2838

Applicant SAME Contact

Address City State Zip

E-mail Phone

Representative SAME 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 Eran

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Eran Gold

Subscribed and sworn before me

This 13th day of January, 20 22

Notary Public in and for said County and State

JOHNNY A. VILLALOBOS
Notary Public - California
Los Angeles County
Commission # 3583[illegible]
My Comm. Expires Jun 16, 2025

2220015
01/13/2022

See Attached CA Notary Page

CALIFORNIA JURAT GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13th day of January, 2022, by

Date *Month* *Year*

(1) Eran Golz

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JOHNNY A. VILLALOBOS
Notary Public - California
Los Angeles County
Commission # 2358513
My Comm. Expires Jun 16, 2025

Signature _____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Application / Petition Form and Statement of Financial Interest

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

22-0015
01/13/2022

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City Council - Page 1342

PARKING ANALYSIS:

TOTAL SPACES	74	71 STORAGE 2 ACCESSORY 1 VAN ACCESSIBLE
9' x 20' SPACES, VEHICLE	25	#1 - #19, #66 - #71
10' x 25' SPACES, CLASS B	14	#20 - #33
10' x 30' SPACES, CLASS C	14	#34 - #47
11' x 35' SPACES, CLASS A	18	#48 - #65
AISLE WIDTH		24'-0" & 34'-0"
MIN TURNING RADIUS		12'-0"
HOURS OF OPERATION		7:00 AM - 9:00 PM

8 PROJECT DATA
NTS



4 LOCATION MAP
NTS

PROPERTY LINE
SETBACK
CMU WALL
CONC CURB
PARKING STRIPE
WHEEL STOP

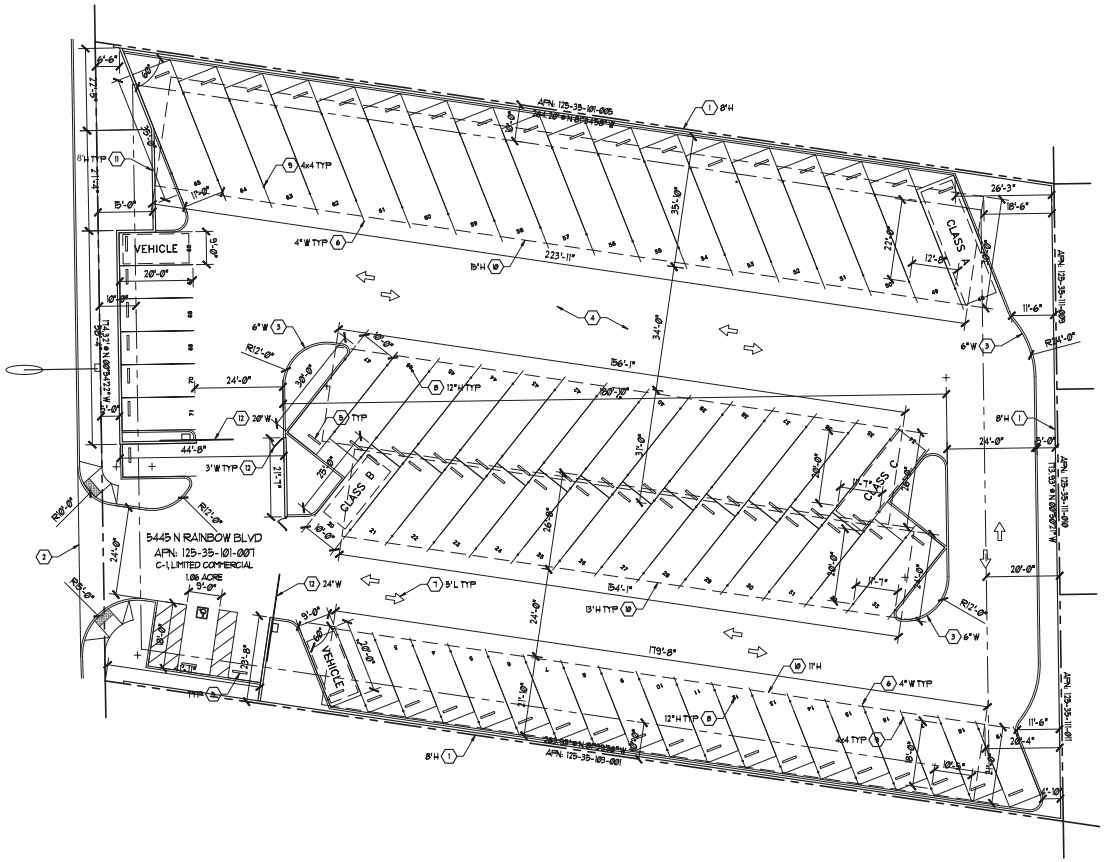
3 SYMBOLS
1/8" = 1'-0"

1. INSTALL (N) COURSES TO (E) CMU WALL
2. CREATE (N) CURB CUT IN (E) SIDEWALK
3. POUR (N) CONCRETE CURB
4. LAY (N) ASPHALT PAVING OVER GRAVEL BED
5. ANCHOR (N) PRE-CAST WHEEL STOP
6. PAINT (N) PARKING STRIPE
7. PAINT (N) DIRECTIONAL ARROW
8. PAINT (N) STALL NUMBER
9. ERECT (N) STEEL COLUMN
10. CONSTRUCT (N) SHADE STRUCTURE
11. CONSTRUCT (N) CMU WALL
12. INSTALL (N) AUTOMATED GATE

2 KEYNOTES
NTS

1. VERIFY ALL (E) DIMS IN FIELD. NOTE ANY MAJOR DISCREPANCIES. CONTACT ARCHITECT AS NECESSARY FOR CLARIFICATION.
2. ANY WORK SHALL BE COORDINATED WITH THE ARCHITECT ON-SITE, IF CONDITIONS DIFFER SUBSTANTIALLY FROM DRAWINGS.
3. NO STRUCTURE OTHER THAN A PERMITTED FENCE, WALL, OR ACCESSORY SHALL BE LOCATED WITHIN 10 FEET OF A STREET.
4. SETBACKS ARE MEASURED FROM PROPERTY LINE OR EDGE OF PRIVATE STREET, WHICHEVER IS GREATER. IN NO CASE SHALL THE MINIMUM SETBACK FROM A STREET BE LESS THAN 10 FEET.
5. SLOPE OF ACCESSIBLE ROUTE SHALL BE LESS THAN 5% WITH CROSS SLOPE OF LESS THAN 2%.
6. PROVIDE AUTOMATIC SENSORS WITH LONG DELAY FOR BOTH ROLLING GATES AND TO ENABLE BACKING FROM SPACES #1 & #25.

1 NOTES
NTS



17 SITE PLAN
1/16" = 1'-0"

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INFO@ART-IS-ZEN.COM

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REGISTERED
6847
ARCHITECT
STATE OF NEVADA

CONSULTANT

CLIENT NAME
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6590 S RAINBOW BLVD, STE 100
LAS VEGAS, NV 89118

PROJECT NAME
BOAT & RV STORAGE
5445 N RAINBOW BLVD
LAS VEGAS, NV 89130

PERMIT SET

REV	DATE	DESCRIPTION
F	19APR22	CHANGE ORDER
E	18MAR22	PLANNING COMMISSION
D	11FEB22	PLAN REVIEW
C	3JAN22	CHANGE ORDER
B	12JAN22	PLAN REVIEW

PROJECT NO:	2021-0161
CAD DWG FILE:	A-101.F
DRAWN BY:	JCK
CHECKED BY:	JCK

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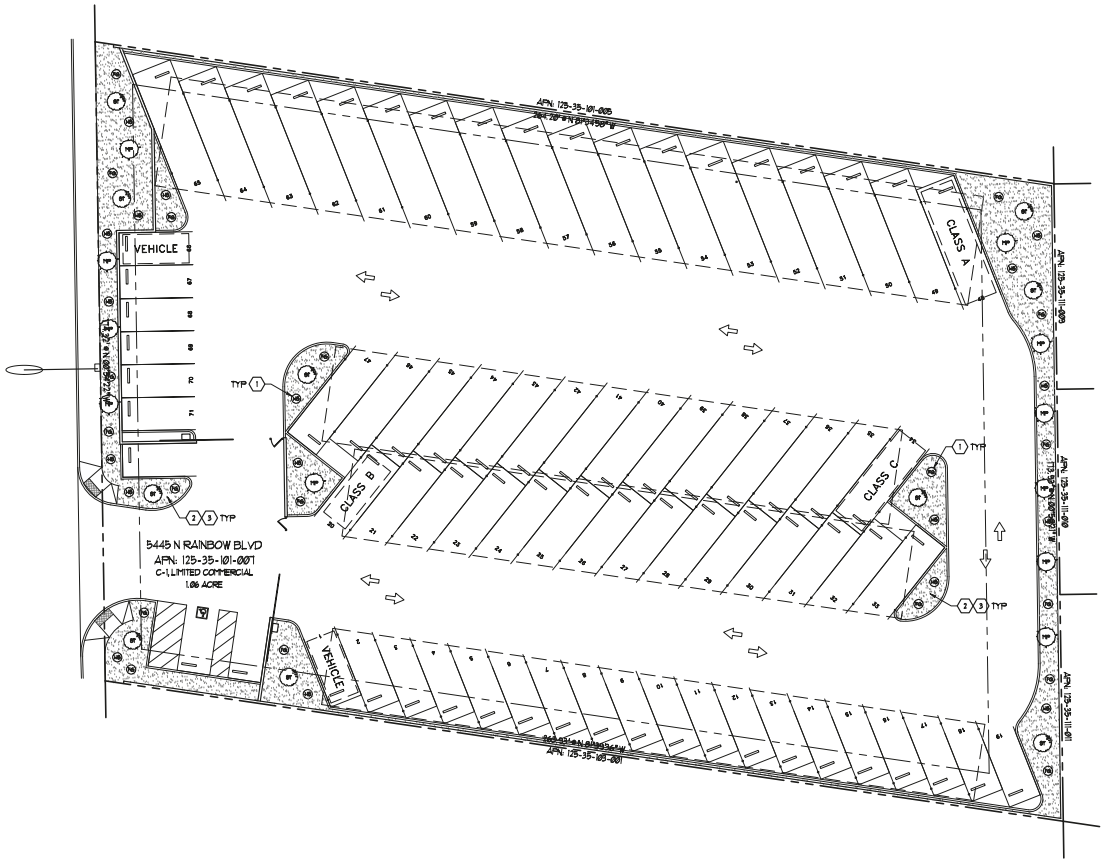
SHEET TITLE
SITE PLAN

CASE 015
05/25/2022

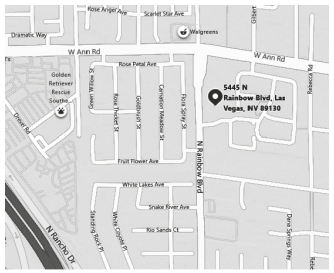
A-101
SHEET 1 OF 3



17 LANDSCAPE PLAN
1/8" = 1'-0"

ID	TREES		SIZE	QTY
1	ST	STRAWBERRY TREE	36" BOX	10
2	MP	MONDELL PINE	24" BOX	11
ID	SCRUBS		SIZE	QTY
3	FG	RED FOUNTAIN GRASS	5 GAL	19
4	HS	HOPSEED	5 GAL	17
			TOTAL	57

8 PLANTING SCHEDULE
NTS



4 LOCATION MAP
NTS

PROPERTY LINE
SETBACK
CMU WALL
CONC CURB
PARKING STRIPE
WHEEL STOP

3 SYMBOLS
1/8" = 1'-0"

1 BURY (N) PLANTING
2 LAY (N) WEED BARRIER
3 SPREAD (N) CRUSHED STONE

2 KEYNOTES
NTS

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1 NOTES
NTS

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6847
ARCHITECT
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CONSULTANT

CLIENT NAME
GOLD LTRE LLC
6590 S RAINBOW BLVD, STE 100
LAS VEGAS, NV 89118

PROJECT NAME
BOAT & RV STORAGE
5445 N RAINBOW BLVD
LAS VEGAS, NV 89130

PERMIT SET

REV	DATE	DESCRIPTION
F	15APR22	CHANGE ORDER
E	18MAR22	PLANNING COMMISSION
D	11FEB22	PLAN REVIEW
C	3JAN22	CHANGE ORDER
B	12JAN22	PLAN REVIEW

PROJECT NO:	2021-0161
CAD DWG FILE:	A-201.F
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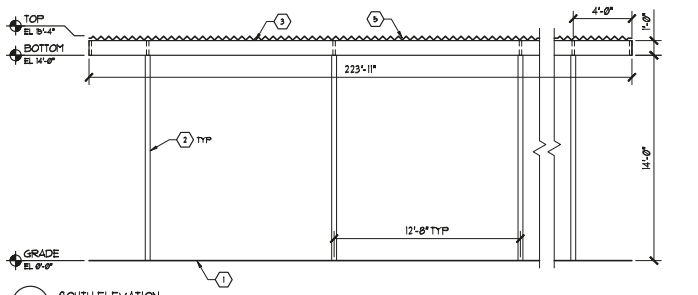
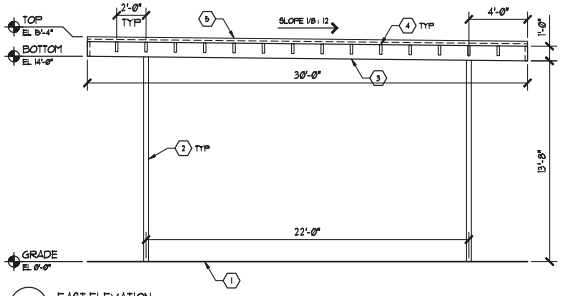
SHEET TITLE
LANDSCAPE PLAN

DR-21-0015
05/25/2022

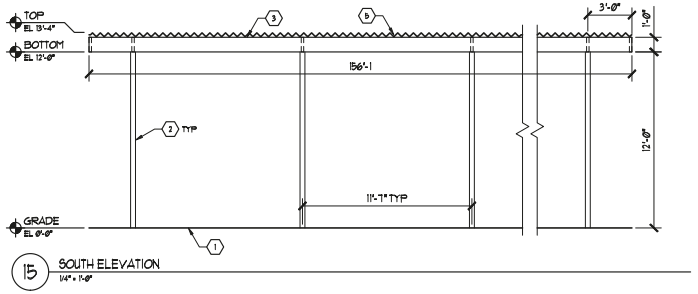
A-201
SHEET 2 OF 3



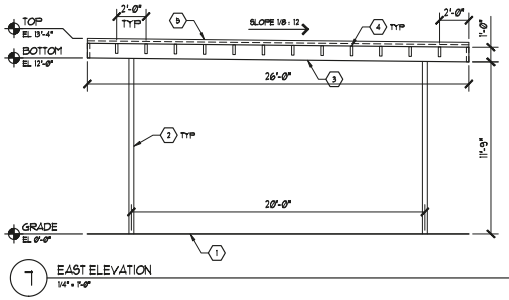
16 SOUTH ELEVATION
1/4" = 1'-0"



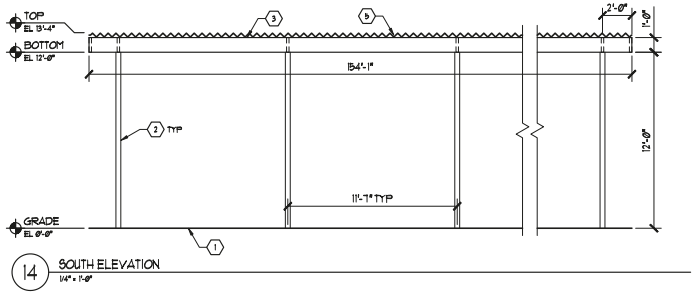
8 EAST ELEVATION
1/4" = 1'-0"



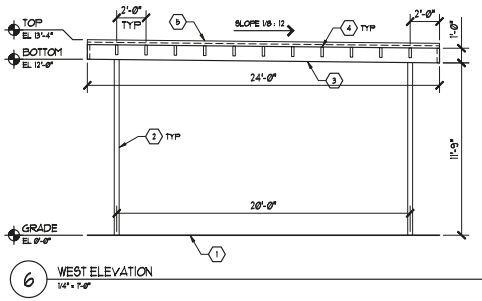
15 SOUTH ELEVATION
1/4" = 1'-0"



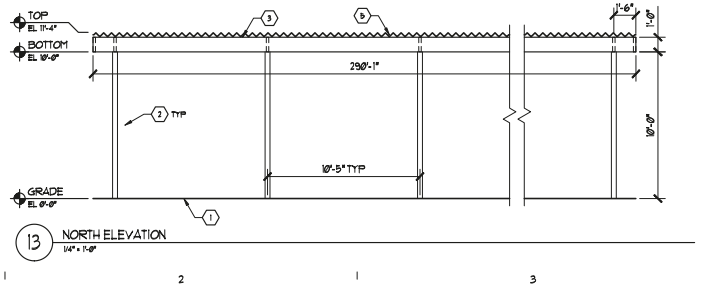
7 EAST ELEVATION
1/4" = 1'-0"



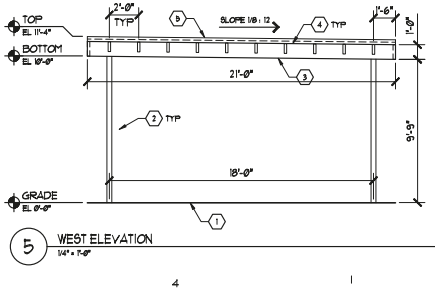
14 SOUTH ELEVATION
1/4" = 1'-0"



6 WEST ELEVATION
1/4" = 1'-0"



13 NORTH ELEVATION
1/4" = 1'-0"



5 WEST ELEVATION
1/4" = 1'-0"

1. (N) ASPHALT PAVING
2. (N) TUBE STEEL COLUMN
3. (N) TUBE STEEL BEAM
4. (N) TUBE STEEL JOIST
5. (N) CORRUGATED METAL SHEATHING

17 KEYNOTES
NTS

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ARCHITECT

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ARCHITECT
STATE OF NEVADA

CONSULTANT

CLIENT NAME

GOLD LTRE LLC
6590 S RAINBOW BLVD, STE 100
LAS VEGAS, NV 89118

PROJECT NAME

BOAT & RV STORAGE
5445 N RAINBOW BLVD
LAS VEGAS, NV 89130

PERMIT SET

REV	DATE	DESCRIPTION
E	19APR22	CHANGE ORDER
D	18MAR22	PLANNING COMMISSION
C	31JAN22	CHANGE ORDER
B	12JAN22	PLAN REVIEW
A	30NOV21	SCHEMATIC DESIGN

PROJECT NO:	2021-0161
CAD DWG FILE:	A-301.E
DRAWN BY:	JCK
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SHEET TITLE

EXTERIOR ELEVATIONS

22-0015A
05/25/2022

A-301

SHEET 3 OF 3



22-0015-VAR1, 22-0015-VAR2, 22-0015-SUP1 AND 22-0015-SDR1 - APPLICANT/OWNER: GOLD LT RE, LLC #6
EAST SIDE OF RAINBOW BOULEVARD APPROXIMATELY 520 FEET SOUTH OF ANN ROAD

02/02/2022



22-0015-VAR1, 22-0015-VAR2, 22-0015-SUP1 AND 22-0015-SDR1 - APPLICANT/OWNER: GOLD LT RE, LLC #6
EAST SIDE OF RAINBOW BOULEVARD APPROXIMATELY 520 FEET SOUTH OF ANN ROAD

02/02/2022



22-0015-VAR1, 22-0015-VAR2, 22-0015-SUP1 AND 22-0015-SDR1 - APPLICANT/OWNER: GOLD LT RE, LLC #6
EAST SIDE OF RAINBOW BOULEVARD APPROXIMATELY 520 FEET SOUTH OF ANN ROAD

02/02/2022



22-0015-VAR1, 22-0015-VAR2, 22-0015-SUP1 AND 22-0015-SDR1 - APPLICANT/OWNER: GOLD LT RE, LLC #6
EAST SIDE OF RAINBOW BOULEVARD APPROXIMATELY 520 FEET SOUTH OF ANN ROAD

02/02/2022

GOLD LT RE L L C
6590 S Rainbow Blvd Suite 100
Las Vegas NV 89118

November 10th, 2021

Eric McCammond, Courey Stewart

Department of Planning
Development Services Center
495 S. Main Street
Las Vegas, NV 89101

RE: *Justification Letter for* special use permit *APN:* 125-35-101-007

I respectfully submit this application for special use permit to develop a Recreational Vehicle and Boat

Storage in that parcel.

Parcel is ready to be developed and we believe this parcel is ideal for that purpose has it is zoned C-1 next to a sweeper trucks storage area.

This area is undeserved regarding this kind of commercial use and we believe our project will be beneficial to the residents of the neighborhood and surrounding area.

Thank you for your support!

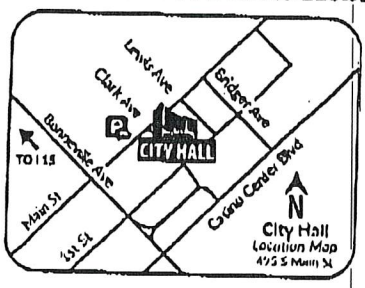
Best,
Eran Gold
GOLD LT RE LLC
Owner/Developer
(702) 232-2838
Eran@toffeyholdings.com

22-0015
01/13/2022

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

City Council Meeting of **05/18/2022**

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2022 MAY 10 A 10:07

22-0015
12526410005
TAYLOR LISA A & ADAM
5664 N RAINBOW
LAS VEGAS NV 89130-1236

39 BRDFNP1 89130

Submitted after final

Date 5/18/22 Item 54 a-d

W-G

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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2022 MAY 12 A 11:55

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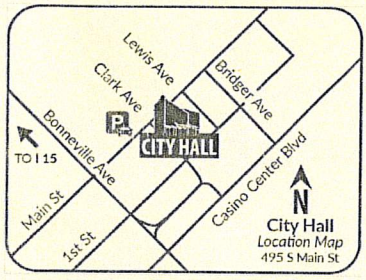

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

City Council Meeting of **05/18/2022**

22-0015
12534614007
LIEDER FAMILY TRUST
LIEDER GERALD V & MARILYN R TRS
6812 WHITE LAKES AVE
LAS VEGAS NV 89130-1659

39 BRDFMP1 89130

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CITY CLERK

2022 MAY 12 A 9:35

PAGE 01/01
05/09/2022 03:40PM 7025583857 ERA ST ROSE

RECEIVED
CITY CLERK
2022 MAY -9 P 5:02

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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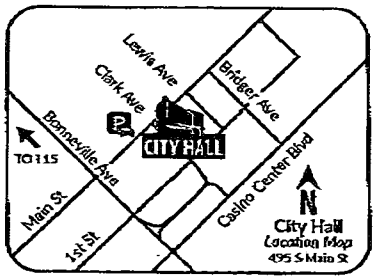
Las Vegas, NV
Permit No. 1630



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

City Council Meeting of **05/18/2022**

22-0015
12535103014
RAINY DAY INVESTMENTS L L C
MCMENEMY RONS S CHARTERED 401
2530 SILVER BEACH DR
HENDERSON NV 89052

65 BRDFNP1 89052

City Council - Page 1353

RECEIVED
CITY CLERK

2022 MAY -9 P 4:01

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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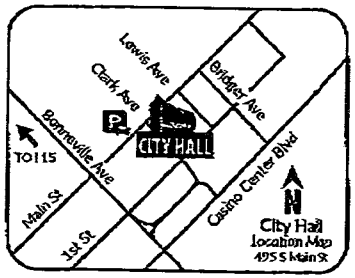
Las Vegas, NV
Permit No. 1630



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[X] I SUPPORT this Request

[X] I OPPOSE this Request

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

City Council Meeting of **05/18/2022**

22-0015
12535103016
RAINY DAY INVESTMENTS L L C
MCMENEMY RONS S CHARTERED 401
2530 SILVER BEACH DR
HENDERSON NV 89052

89 8RDFMP1 89052

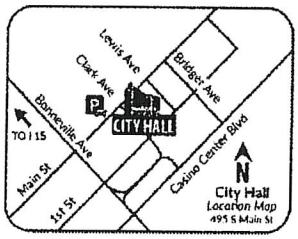
05/09/2022 03:32PM 7025583857 ERA ST ROSE
City Council - Page 1354
PAGE 01/01

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

From: Gina Duke
17025547501
2022-03-07 09:07:21 PST
Page: 2 of 2
To: +17024647499

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

Planning Commission Meeting of **03/08/2022**

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MAR - 8 2022

City of Las Vegas
Department of Planning

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22-0015
12535111034
DUKE CRAIG D & REGINA L
5521 PORCUPINE RIM ST
LAS VEGAS NV 89130

39 LRDFMP1 89130

Submitted after final agenda
32a-d P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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Dept of Planning
City of Las Vegas

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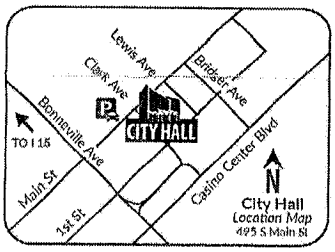

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22-0015
12535111047
REED THEODORE J & MARCIA A
6504 SAND BENCH AVE
LAS VEGAS NV 89130-4800

☐ I SUPPORT this Request

☒ I OPPOSE this Request See reverse for comments

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

Planning Commission Meeting of **03/08/2022**

39 LRDFHP1 89130

Application Information

22-0015 - PUBLIC HEARING - APPLICANT/OWNER: GOLD LT RE, LLC #6 - For possible action on the following Land Use Entitlement project requests on 1.06 acres on the east side of Rainbow Boulevard approximately 520 feet south of Ann Road (APN 125-35-101-007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore).

22-0015-VAR1 - VARIANCE - TO ALLOW OUTDOOR STORAGE WITHIN THE SETBACK AREA WHERE SUCH IS NOT ALLOWED; AND A SIX-FOOT TALL SCREEN WALL WHERE OUTDOOR STORAGE SCREENING DEVELOPMENT STANDARDS REQUIRE AN EIGHT-FOOT TALL SOLID SCREEN WALL

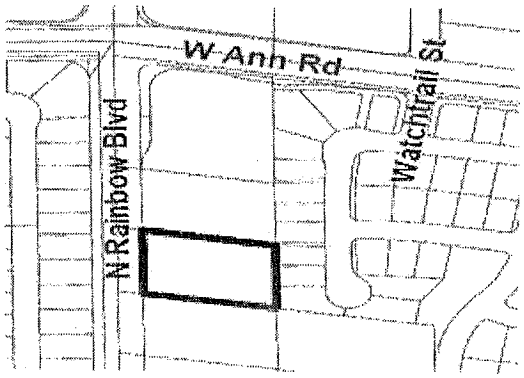
22-0015-VAR2 - VARIANCE - TO ALLOW THREE PARKING SPACES ON THE EXTERIOR OF THE SECURITY FENCE WHERE FIVE ARE REQUIRED AND TO ALLOW ZERO PARKING SPACES SPREAD THROUGHOUT THE DEVELOPMENT WHERE TWO ARE REQUIRED

22-0015-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED RECREATIONAL VEHICLE AND BOAT STORAGE USE WITH WAIVERS TO ALLOW THE STORAGE AREA TO BE VISIBLE FROM PUBLIC STREETS AND ADJOINING PROPERTIES WITHOUT BEING SCREENED BY AN EIGHT-FOOT TALL SCREENING DEVICE AND STORAGE WITHIN THE SETBACK AND LANDSCAPE BUFFER AREA

22-0015-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED RECREATIONAL VEHICLE AND BOAT STORAGE PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

Too many waivers/variances required. Need to find a location that doesn't need variances.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*03/08/2022*
Time:	6:00 PM
Location:	Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada

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, 495 South Main Street, 3rd Floor, Las Vegas, Nevada 89101. 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 more information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to www.lasvegasnevada.gov/meetings.

The property is not large enough for the recreational vehicle and boat storage.

32a-dP

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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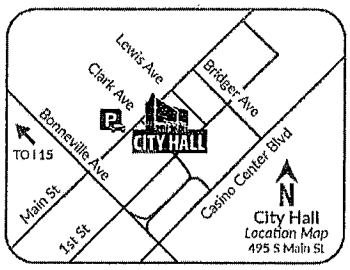

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

Planning Commission Meeting of **03/08/2022**

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City of Las Vegas

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22-0015
12534514004
P & J KLIMEK TRUST
KLIMEK PHILLIP & JODIE LYNN TRS
6705 FRUIT FLOWER AVE
LAS VEGAS NV 89130-3849

39 LRDFMP1 89130

32a-d P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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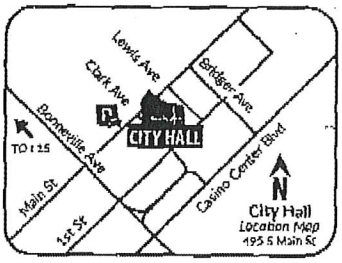

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City of Las Vegas
Department of Planning

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

Planning Commission Meeting of **03/08/2022**

22-0015
12534513001
LABAJ MARK M
6720 ROSE PETAL AVE
LAS VEGAS NV 89130-1687

Mar. 3. 2022 10:16AM No. 0085 P. 1/1

32a-d P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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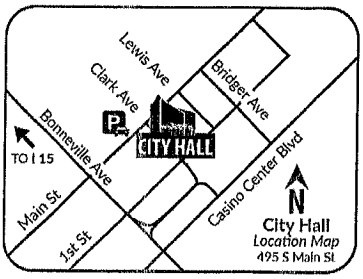

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0015 and 22-0015-VAR1 and 22-0015-VAR2 and 22-0015-SUP1 and 22-0015-SDR1

Planning Commission Meeting of **03/08/2022**

22-0015
12535111011
VUONG RANDY T
5503 GEMINI BRIDGES ST
LAS VEGAS NV 89130-4996

Submitted at Planning Commission

Date 3/8/22 Items 32 and
by Keith Letas

RE: 22-0015 Rainbow and Ann RV and Boat Storage

To whom it may concern,

I would like to support the RV and Boat Storage Project which is planned for 5445 North Rainbow Ave. This new project would be a welcome addition to our neighborhood.

Respectfully,

Add block to existing rear wall to shield visibility/access.

Valerie Boyer 2/16/2022

CLV Board Member

(CAC & RDA)

5511 Gemini Bridges St.
Las Vegas, NV 89130-4996

Anthony - 702-4

Submitted at Planning Commission

Date 3/8/22 Item 32 a-d

by Eran Gold

RE: 22-0015 Rainbow and Ann RV and Boat Storage

To whom it may concern,

I would like to support the RV and Boat Storage Project which is planned for 5445 North Rainbow Ave. This new project would be a welcome addition to our neighborhood.

Respectfully,

5517 GEMINI BRIDGES ST.
LAS VEGAS, NV 89130

22-0015

Planning Commission 4/12/2022

Neighbors' requested additional conditions for 22-0015 site plan dated 3/31/2022:

1. Eliminate Space 19, replace with landscaping and additional tree. Terminate shade structure outside of 20-ft setback from east property line.

2. Add new 8-ft wall adjacent to east property line (in lieu of adding courses to existing wall, which is not on Applicant's property).

3. Limit hours of operation to 7AM to 9PM.

4. No free-standing light poles behind gates. (Lighting installed beneath shade structures OK)

5. Automated Gates should be solid, or screened with mesh.

6. Add safety bollards in landscape area for 30-ft south of space 48 (prevent backing into wall).

Submitted at Planning Commission
Date 4-12-22 Item 22
by Keith Letus

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
56a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0015-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW OUTDOOR STORAGE WITHIN THE SETBACK AREA WHERE SUCH IS NOT ALLOWED; AND A SIX-FOOT TALL SCREEN WALL WHERE OUTDOOR STORAGE SCREENING DEVELOPMENT STANDARDS REQUIRE AN EIGHT-FOOT TALL SOLID SCREEN WALL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (7-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
56b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0015-VAR2 - ABEYANCE ITEM - VARIANCE - TO ALLOW THREE PARKING SPACES ON THE EXTERIOR OF THE SECURITY FENCE WHERE FIVE ARE REQUIRED AND TO ALLOW ZERO PARKING SPACES SPREAD THROUGHOUT THE DEVELOPMENT WHERE TWO ARE REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
56c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0015-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR A PROPOSED RECREATIONAL VEHICLE AND BOAT STORAGE USE WITH WAIVERS TO ALLOW THE STORAGE AREA TO BE VISIBLE FROM PUBLIC STREETS AND ADJOINING PROPERTIES WITHOUT BEING SCREENED BY AN EIGHT-FOOT TALL SCREENING DEVICE AND STORAGE WITHIN THE SETBACK AND LANDSCAPE BUFFER AREA

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
56d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0015-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED RECREATIONAL VEHICLE AND BOAT STORAGE PARKING LOT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	5	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
57

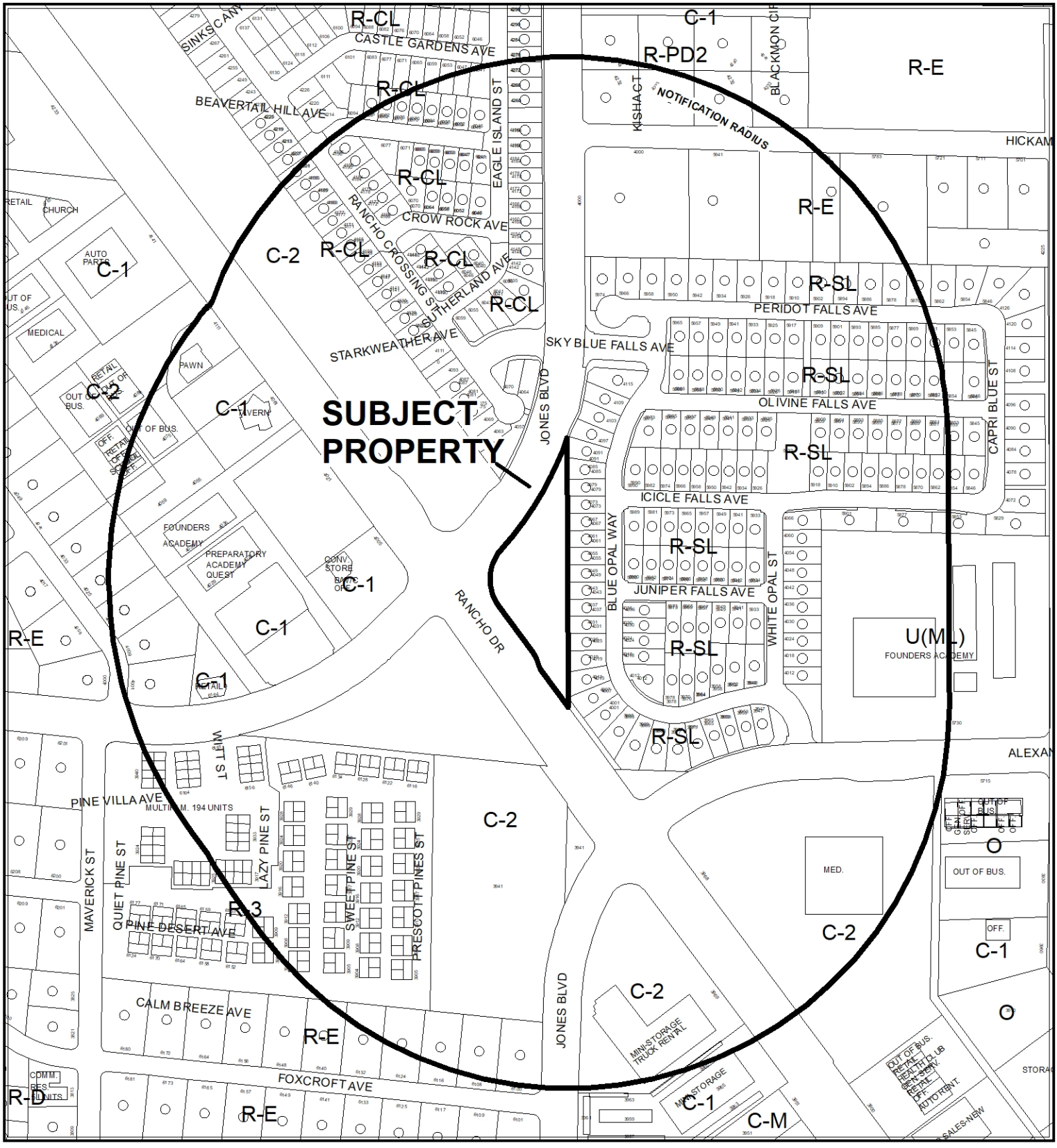
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0050 - PUBLIC HEARING - APPLICANT: JON BRASSO - OWNER: PRE RANCHO JONES, LLC - For possible action on the following Land Use Entitlement project requests on 1.30 acres at the northeast corner of Rancho Drive and Jones Boulevard (APN 138-02-804-001), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). [NOTE: This item is in Ward 5 (Crear).] Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement Project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Comments Submitted by Clark County Department of Aviation - 22-0050-SDR1
7. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division - 22-0050-SDR1
8. Submitted after Final Agenda - Protest-Support Postcards
9. Backup Documentation Submitted for the May 10, 2022 Planning Commission Meeting



CASE: **22-0050**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **22-0050**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: JON BRASSO - OWNER: PRE RANCHO JONES, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0050-VAR1	Staff recommends DENIAL, if approved subject to conditions:	22-0050-SUP1 22-0050-SUP2 22-0050-SUP3 22-0050-SDR1
22-0050-SUP1	Staff recommends DENIAL, if approved subject to conditions:	22-0050-VAR1 22-0050-SUP2 22-0050-SUP3 22-0050-SDR1
22-0050-SUP2	Staff recommends DENIAL, if approved subject to conditions:	22-0050-SUP1 22-0050-VAR1 22-0050-SUP3 22-0050-SDR1
22-0050-SUP3	Staff recommends DENIAL, if approved subject to conditions:	22-0050-SUP1 22-0050-SUP2 22-0050-VAR1 22-0050-SDR1
22-0050-SDR1	Staff recommends DENIAL, if approved subject to conditions:	22-0050-SUP1 22-0050-SUP2 22-0050-SUP3 22-0050-VAR1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 617 (By City Clerk)

PROTESTS 0

APPROVALS 3

CS

** CONDITIONS **

22-0050-VAR1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permits (22-0050-SUP1 through SUP3) and Site Development Plan Review (22-0050-SDR1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0050-SUP1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (22-0050-VAR1), Special Use Permits (22-0050-SUP2 and SUP3) and Site Development Plan Review (22-0050-SDR1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0050-SUP2 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (22-0050-VAR1), Special Use Permits (22-0050-SUP1 and SUP3) and Site Development Plan Review (22-0050-SDR1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0050-SUP3 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (22-0050-VAR1), Special Use Permits (22-0050-SUP1 and SUP2) and Site Development Plan Review (22-0050-SDR1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0050-SDR1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (22-0050-VAR1) and Special Use Permits (22-0050-SUP1 through SUP3) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. If approved, the proposed development shall adhere to all Clark County – Department of Aviation requirements.

4. All development shall be in conformance with the site plan and landscape plan, date stamped 04/19/22 and building elevations, date stamped 03/14/22, except as amended by conditions herein.

5. A Waiver from Title 19.08.040 is hereby approved, to allow the buildings to not orient to the corner where such is required.

6. A Waiver from Title 19.08.070 is hereby approved, to allow a zero to ten-foot landscape buffer width adjacent to the right-of-way where 15 feet is required

7. An Exception from Title 19.08.040 is hereby approved, to allow 52 perimeter landscape buffer trees where 56 are required.

8. An Exception from Title 19.08.110 is hereby approved, to allow no interior parking area trees where 25 are required.

9. 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.

10. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

11. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

12. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

13. 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.

14. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Unless otherwise allowed in the approved Traffic Impact Analysis, dedicate a bus turnout per Standard Drawing #234.1 prior to issuance of permits. Additionally, grant a Bus Shelter Pad Easement in conformance with Standard Drawing #234.2 for a future bus stop on Jones Boulevard adjacent to this site unless the Regional Transportation Commission (RTC) acknowledges in writing that this easement is not required.

17. Construct all incomplete half street improvements on Rancho Drive adjacent to this site concurrent with development of this site. Additionally, construct a bus turnout per Standard Drawing #234.1 concurrent with development of this site unless otherwise allowed in the approved Traffic Impact Analysis. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

18. The sidewalk adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

19. The driveway on Rancho Drive shall be ingress only and the driveway on Jones Boulevard shall be egress only. The final geometric design of the driveway on Rancho Drive must be acceptable to the Nevada Department of Transportation (NDOT) and the final geometric design of the driveway on Jones Boulevard must be acceptable to the City Traffic Engineer.

20. Coordinate with the Environmental Compliance & Enforcement staff of the Department of Public Works to locate any required grease interceptor and sand/oil interceptors in acceptable locations prior to submittal of sewer-related plans. Comply with the recommendations and requirements of the Environmental Compliance & Enforcement staff prior to issuance of permits. The team may be contacted at 702-229-2338 or emailed at ece@lasvegasnevada.gov.

21. Contact the City Engineer's Office at 702-229-6272 to coordinate the development of this project with the Rancho Drive project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer

22. Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for all driveways or other private improvements in the Rancho Drive public right-of-way adjacent to this site prior to constructing any improvements within NDOT jurisdiction.

23. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

24. Submit a License Agreement for landscaping and private improvements in the public rights of way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property within the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

25. 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. 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. The Traffic Impact Analysis shall also 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. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. 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.

26. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Site Development Plan Review request for a proposed commercial development consisting of a general retail building featuring a 760 square-foot projection screen; three drive through only restaurants and a walk-up only restaurant on 1.30 acres at the northeast corner of Rancho Drive and Jones Boulevard.

REVISIONS (Submitted 4/19/22)

- Removed four parking spaces in the movie parking area to allow for circulation between each row of parking.
- Revised the circulation arrows showing one-way traffic through the site, with ingress on Rancho and egress on Jones.
- Parking requirements will still be met (45 spaces provided where 20 required)

ISSUES

- Variance (22-0050-VAR1) is requested to allow no loading zone space where one is required. Staff does not support the request.
- The Drive-Through use is permitted in the C-1 (Limited Commercial) zoning district via the approval of a Conditional Use Permit.
- As the minimum Conditional Use Regulations regarding screening are not met, approval of Special Use Permits (22-0050-SUP1 through SUP3) are required. Staff does not support the requests.
- A Waiver is requested to allow the buildings to not be oriented to the corner where such is required. Staff does not support the request.
- A Waiver is requested to allow a zero to ten-foot landscape buffer width adjacent to the right-of-way where 15 feet is required. Staff does not support the request.
- An Exception is requested to allow no interior parking area trees where 25 are required. Staff does not support the request.
- An Exception is requested to allow 52 perimeter trees where 56 are required. Staff does not support the request.
- A condition of approval has been added requiring adherence to any Clark County – Department of Aviation requirements.
- A condition of approval has been added requiring adherence to any Nevada Department of Transportation (NDOT) requirements.
- Signage is not a part of this review and will be reviewed via building permit.

CS

ANALYSIS

The subject site is zoned C-1 (Limited Commercial) and subject to Title 19 development standards. It is currently undeveloped and abuts an existing single-family residential development adjacent to the east. The applicant proposes to develop the lot with a commercial development consisting of a general retail building featuring a 760 square-foot projection screen, three drive through only restaurants and a walk-up only restaurant. Per the submitted justification letter, the intended use of the site is for a “retro” Drive-Thru fast food coupled with a real Drive-In Movie Theater. Patrons will be able to order food and drive away, or park for free and enjoy an old-time Drive-In experience with first run feature length films from the safe comfort of their car while they consume their meals.

The submitted plans depict four 426 square-foot restaurant buildings and one 1,770 square-foot general retail building. Ingress is proposed off Rancho Drive and egress is proposed onto Jones Boulevard. Three of the restaurants will have drive-throughs with a minimum of six stacking spaces. The fourth proposed restaurant is walk-up only. A 760 square-foot projection screen facing northis proposed on top of the general retail building. Customers will not be charged for viewing the projection screen, making this land use ancillary to the proposed commercial development. The building facades will feature stucco and stone veneer in neutral tones.

Per Title 19, buildings on corner lots should be oriented to the corner in order to develop and maintain a strong street edge. The applicant requests a Waiver to not orient the proposed buildings to the corner. A Waiver is requested to allow a zero to ten-foot landscape buffer width adjacent to the right-of-way where 15 feet is required. Exceptions are requested to allow a 52 perimeter trees where 56 are required and zero interior parking area trees where 25 are required. The proposed planting materials adhere to the recommendations of the Southern Nevada Regional Plant List. Minimum Title 19 parking requirements are being exceeded as a total of 49 parking spaces are proposed where 17 are required.

Per Title 19, a Drive-Through is defined as, “The use of a dedicated drive lane that, incidental to a principal use, provides access to a station, such as a window, door or mechanical device, from which occupants of a motor vehicle receive or obtain a product or service.” There are no minimum Special Use Permit Regulations listed for this use. As the minimum Conditional Use Regulations regarding screening are not met, approval of Special Use Permits (22-0050-SUP1 through SUP3) are required.

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.

   This requirement is met as the proposed Drive-Throughs provide a minimum of six stacking spaces.

2. The drive-through shall be screened in accordance with LVMC 19.08.040(F).

   The proposed Drive-Throughs are not adequately screened, as such approval of a Special Use Permit for each drive through is required.

3. In the O (Office) and C-D (Designed Commercial) Districts, a drive-through shall be separated from any residentially zoned property by an intervening building and shall not have access to local residential streets.

   This condition is not applicable as the subject site is zoned C-1 (Limited Commercial).

The Department of Public Works – Traffic Engineering Division has commented, "This project will add approximately 1,195 trips per day on Rancho Drive and Jones Boulevard. Currently, Rancho is at about 54 percent of capacity and Jones is at about 31 percent of capacity. With this project, Rancho is expected to be at about 56 percent of capacity and Jones to be at about 34 percent of capacity. Based on Peak Hour use, this development will add into the area roughly 123 additional cars, or about two every minute."

The subject site is located within the City of Las Vegas 2050 Master Plan Rancho Area. This area currently consists of suburbs and neighborhoods along the Rancho Drive corridor transitioning from older inner-ring suburbs to new subdivisions and "ranchos" moving northwest toward Centennial Hills. The area currently lacks cohesion, largely because of the lack of major city and community services. However, with a re-imagination of Rancho Drive and the addition of high capacity transit routes along it, Decatur Boulevard and Craig Road can develop a new identity that balances transit-oriented mixed-use and existing developments. The proposed commercial development does not adhere to the overall vision of the Rancho Area. The future vision along Rancho Drive is to provide for medium to higher-density, suburban-oriented and transit-oriented mixed use development.

The proposed development is located at the busy intersection of Rancho Drive and Jones Boulevard. The development as proposed is overbuilt. This is evidenced by the requested Variance, Waivers and Exceptions regarding landscaping and providing no loading zone. Furthermore, staff has reservations regarding the site layout and interior circulation. The design of the proposed three drive-throughs could create a confusing experience for the customers. The majority of the parking spaces to access the general retail building will be via the restaurant drive-throughs even if the customer has no intention of ordering food. On-site employees would also face this dilemma when coming to work during business hours. As such, staff recommends denial of all requested entitlements. If approved, they will be subject to conditions.

FINDINGS (22-0050-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by not adhering to Title 19 loading space requirements. Redesigning the layout of the proposed development would allow conformance to Title 19 development standards. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (22-0050-SUP1 through SUP3)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed drive-throughs cannot be conducted in a manner that is harmonious and compatible with the existing surrounding land uses due to the lack of adequate landscape screening.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   As designed, the subject site is not physically suitable for the type and intensity of the proposed three drive-throughs. Interior circulation and congestion is a chief concern.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided by Rancho Drive and Jones Boulevard which are adequate in size to meet the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed development does not adhere to the 2050 Master Plan Rancho Area goal of providing mixed use transit-oriented development. If approved, the subject development will be subject to building permit and licensing requirements, thereby protecting the public health, safety and welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no minimum Special Use Permit regulations listed for the Drive Through use.

FINDINGS (22-0050-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is not compatible with the adjacent single-family residential development adjacent to the east. This is evidenced

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development does not adhere to the 2050 Master Plan Rancho Area goal of providing mixed use transit-oriented development.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided by Rancho Drive and Jones Boulevard which are adequate in size to meet the needs of the proposed use. If approved, a traffic impact analysis will be required.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed stucco building façade is appropriate for this area of the city. The proposed landscape materials adhere to the recommendations of the Southern Nevada Regional Plant List.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed general retail building will feature a 760 square-foot projection screen which is not compatible with the existing residential development in the surrounding area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

If approved, the proposed development will be subject to building permit and license reviews, thereby protecting the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/29/21	Code Enforcement Case #CE21-05433 regarding trash build up onsite. The case was resolved on 12/06/21.
04/12/22	The Planning Commission voted (7-0) to hold in ABEYANCE 22-0050 [VAR1, SUP1, SUP2, SUP3 and SDR1] to the May 10, 2022 Planning Commission meeting.
05/10/22	The Planning Commission (7-0 vote) recommends APPROVAL on the following Land Use Entitlement project requests on 1.30 acres at the northeast corner of Rancho Drive and Jones Boulevard (APN 138-02-804-001), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) • 22-0050-VAR1 - VARIANCE - TO ALLOW NO LOADING SPACE WHERE ONE IS REQUIRED • 22-0050-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [B] • 22-0050-SUP2 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [C] • 22-0050-SUP3 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [D] • 22-0050-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF A GENERAL RETAIL BUILDING FEATURING A 760 SQUARE-FOOT PROJECTION SCREEN; THREE DRIVE THROUGH ONLY RESTAURANTS AND A WALK-UP ONLY RESTAURANT WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER AND BUILDING ORIENTATION REQUIREMENTS

Most Recent Change of Ownership	
05/10/16	A deed was recorded for a change in ownership.

CS

Related Building Permits/Business Licenses
There are no related building permits/business licenses of note.

Pre-Application Meeting	
01/26/22	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed commercial development.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
02/24/22	Staff conducted a routine field check and found an undeveloped lot at the corner of a busy intersection. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	1.30

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	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
		ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Undeveloped	TOC-2 (Transit Oriented Corridor – 2)	C-2 (General Commercial)
East	Undeveloped	TOC-2 (Transit Oriented Corridor – 2)	C-2 (General Commercial)
West	General Retail, other than listed	SC (Service Commercial)	C-1 (Limited Commercial)
		TOC-2 (Transit Oriented Corridor – 2)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
2050 Master Plan - Rancho	N*
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 105 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

*The proposed development does not adhere to the overall vision of the Rancho Area which calls for mixed use transit-oriented development.

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	56,628 SF	Y
Min. Setbacks • Front • Corner • Rear	 10 Feet 20 Feet	 23 Feet 57 Feet	 Y Y
Max. Lot Coverage	50%	7%	Y
Max. Building Height	N/A	23 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope (Buildings A, B, C and D)	33 Feet	58 Feet	Y
3:1 proximity slope (Building E)	69 Feet	81 Feet	Y
Adjacent development matching setback	15 Feet	56 Feet	Y
Trash Enclosure	50 Feet	67 Feet	Y

CS

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • South • East	 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet	 15 Trees 13 Trees 28 Trees	 11 Trees 13 Trees 28 Trees	 N* Y Y
TOTAL PERIMETER TREES		**56 Trees**	**52 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	25 Trees	0 Trees	N*

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East	 15 Feet 15 Feet 8 Feet		 0 Feet 10 Feet 8 Feet	 N** N** Y
Wall Height	6 to 8 Feet Adjacent to Residential		Existing	Y

*Exceptions are requested to allow a reduction in planting materials.
**Waivers are requested to allow a reduction in landscape buffer widths.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Jones Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Rancho Drive	Freeway/Expressway	Master Plan of Streets and Highways Map	150	Y

CS

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Restaurant	1,704 SF	1 Per 50 SF Public Seating	0				
		1 Per 200 Remaining	9				
General Retail, Other than Listed	1,770 SF	1 per 175 SF of GFA	11				
Drive Through	No additional parking required beyond that which is required for the principal use.						
TOTAL SPACES REQUIRED			20		45		Y
Regular and Handicap Spaces Required			19	1	42	3	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Provide a 15-foot landscape buffer adjacent to the right-of-way	To allow a zero to 10-foot landscape buffer width adjacent to the right-of-way	Denial
Buildings on corner lots shall be oriented to the corner	To allow the proposed buildings to be oriented away from the corner	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Provide 25 interior parking area trees	To allow no interior parking area trees	Denial
Provide 56 perimeter landscape buffer trees	To allow 52 perimeter landscape buffer trees	Denial

CS

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use

Case #	
Meeting Date	
Total Fee	
Received By/Date	

22-0050 02/17/2022

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Site Development Plan Review, Special Use Permit, Variance

Project Address (Location) SEC Rancho and Jones, Las Vegas, NV 89130

Project Name Hollywood Plaza **Proposed Use** (3) Drive Thru, (1) Walk-Up, (1) Retail

Assessor's Parcel #(s) 138-02-804-001 **Ward #** 5-Clear

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-1 Proposed C-1

Additional Information Conditional Use for each Drive-thru Restaurant in C-1 Zoning

Property Owner PRE Rancho Jones LLC Contact Daniel Sullivan

Address One Marina Park Driive, STE 1500 City Boston State MA Zip 02210

E-mail dsullivan@eastern-re.com Phone 617 274-5667

Applicant Jon Brasso Contact _____

Address 2016 Redbird Dr. City Las Vegas State NV Zip 89134

E-mail Jon@heartattackgrill.com Phone 702-956-1611

Representative Arthur Song Contact _____

Address 450 Fremont Street City Las Vegas State NV Zip 89101

E-mail Art@perlmanarchitects.com Phone 702-788-7802

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 Daniel Sullivan, Authorized Signatory

Subscribed and sworn before me

This 17th day of February, 20 22

Notary Public in and for said County and State Norfolk, MA

KEILEEN ANNE HOPPS
Notary Public, Commonwealth of Massachusetts
My Commission Expires December 08, 2028

CERTIFICATE OF
MANAGERS OF
PRE RANCHO JONES LLC

220050
02/17/2022

The undersigned, being the Managers of PRE Rancho Jones LLC (the "Company") hereby certify as follows:

1. The Company is hereby authorized to sign and deliver agreements and other documents to sell and convey all or any portion of the land identified as parcels APN 138-01-401-001, 138-01-401-002 and 138-01-401-004, and any other land owned by PRE Rancho Jones LLC (the "Land").

2. Each of Brian J. Kelly and William Parris, as the Managers of the Company, hereby authorize Daniel J. Sullivan and Raymond M. Murphy, or either of them, are hereby duly authorized to sign and deliver conveyancing documents and title clearing instruments; grants of easement, licenses or other rights for utilities, due diligence or development rights; and applications, plans or other materials required for subdivision, entitlement, permitting or other public approvals related to the sale and development of the Land including without limitation the documents listed on Schedule A.

3. The Company was formed upon the filing of Articles of Organization with the State of Nevada on April 17, 2014. The Operating Agreement for the Company dated April 27, 2016, amended, remains in full force and effect.

4. The authorizations described in the foregoing Paragraphs have not been revoked or rescinded.

MANAGERS:

Brian J. Kelly

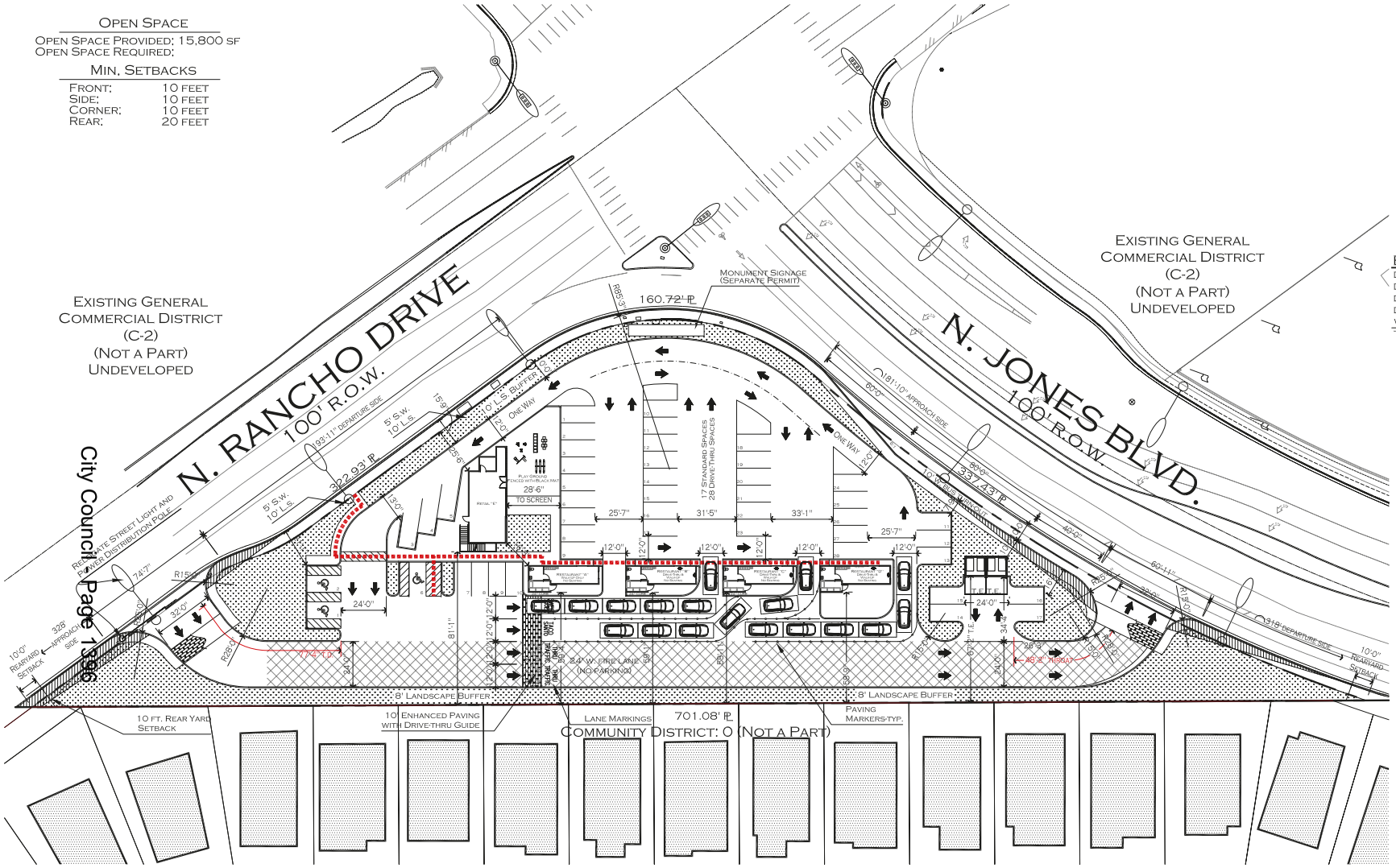
William Parris

Open Space

Open Space Provided: 15,800 sf
Open Space Required:

Min. Setbacks

Front:	10 feet
Side:	10 feet
Corner:	10 feet
Rear:	20 feet



Site Information

Zoning Classification:
(C-1) Limited Commercial District

APN:
Parcel No. 138-02-804-001

Commercial Area :
Parcel: (Approximate, to be Verified)

Net Area:	74,052 sf	1.7 ac
Building Area:		3,377 gsf
FAR:		4.5%

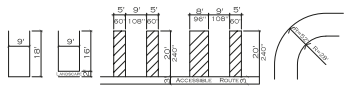
Building Area (GSF)

Drive-Thru Restaurant - Sweet Joes	426 GSF
Drive-Thru Restaurant - Pizza Guy	426 GSF
Drive-Thru Restaurant - Taco Santo	426 GSF
Drive-Thru Restaurant - Snappy Burger	426 GSF
Wolfman Jacks Record Store	1,770 GSF
Total	3,474GSF

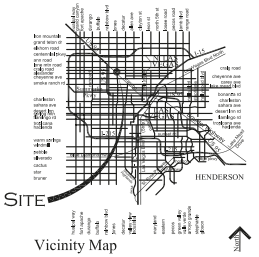
Parking Requirements

Parking Required:

Restaurant	1 per 200 gsf	9
Seating/Waiting	1 per 50 sf	0
Retail	4 per 1000 sf	8
Total Required:		17
Total Provided:		45
Parking Ratio:		*28 drive thru parking
H/C Required: 26-50 Spaces = 3 HC Spaces		
Provided:		3



Typical Parking Spaces



Vicinity Map

Howard A. Perlman Registered No. 1848 Architect State of Nevada
April 18, 2022

North

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The Hollywood Plaza
Site Study A3.4.5

22-0050
04/19/2022

Project No.: 121029
Scale: 1" = 25'
April 18, 2022

Jon Basso

Rancho & Jones Blvd.

City of Las Vegas, Nevada

Perlman Architects

TREE / PLANT SCHEDULE

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	10	24" BOX BALLED & BURLAPPED	VARIES, SEE SETBACK REQUIREMENTS	CHINESE PISTACHE	PISTACIA CHINENSIS
	2	24" BOX BALLED & BURLAPPED	VARIES, SEE SETBACK REQUIREMENTS	RAYWOOD ASH	FRAXINUS VELUTINA "RAYWOOD"
	31	24" BOX BALLED & BURLAPPED	VARIES, SEE SETBACK REQUIREMENTS	WHITE THORN ACACIA	ACACIA CONSTRICTA
	8	5 GALLON, MIN.	VARIES, SEE SETBACK REQUIREMENTS	OLEANDER	NERIUM OLEANDER
	130	VARIOUS SHRUBS SIZE VARIES 5 GAL. MIN.	N/A	BIG SAGEBRUSH PINK FAIRY DUSTER SWEET BROOM	ARTEMISIA TRIDENTATA CALLIANDRA ERIOPHYLLA CYTISUS SPACHIANUS
		N/A	N/A	DESERT LANDSCAPE (COMBINATION OF RIVER ROCKS AND GRAVEL)	
		N/A	N/A	CONCRETE SIDEWALK	

LANDSCAPING NOTES:

1. EXCEPT FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT, ALL REQUIRED PLANTS SHALL OF MATERIALS SELECTED FROM THE PLANT LIST IN THE SOUTHERN NEVADA REGIONAL PLANNING COALITION'S REGIONAL PLANT LIST, EXCEPT THAT ALL CACTUS, AND ANNUAL AND PERENNIAL FLOWERS ARE PERMITTED. ANY PLANT LISTED ON THE NEVADA STATE DEPARTMENT OF AGRICULTURE'S NOXIOUS WEED LIST AS SHOWN IN NAC SECTION 555.010 IS EXPRESSLY PROHIBITED.
2. ALL PLANTING AREAS TO BE PROVIDED WITH DECOMPOSED GRANITE GROUNDCOVER - ADOBE RED AND/OR MOJAVE GOLD IN COLOR - 2" DEEP AND SIZE TO BE 3/4" SCREENED OVER 6MIL VISQUEEN FOR WEED PROTECTION.
3. DESERT LANDSCAPE AREAS TO BE PROVIDED WITH ROCK GROUNDCOVER - 6" DEEP AND SIZE TO BE VARYING FROM 1" CRUSHED GRAVEL TO 12" RIVER ROCKS - OVER 6 MIL VISQUEEN FOR WEED PROTECTION.
4. LANDSCAPE PLAN SHOWN IS PURELY CONCEPTUAL, FINAL PLANS WILL BE PREPARED BY A LICENSED DESIGN/BUILD CONTRACTOR TO SATISFY LAS VEGAS REQUIREMENTS FOR LANDSCAPE AND IRRIGATION.

SIGN AND LIGHTING NOTES

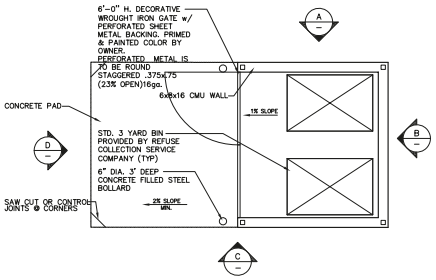
1. SIGNS SHALL COMPLY WITH CITY OF LAS VEGAS ZONING CODE CHAPTER 19.14 SIGN STANDARDS.
2. ALL LIGHTING INSTALLATIONS SHALL BE IN ACCORDANCE WITH CITY OF LAS VEGAS DEVELOPMENT STANDARDS CHAPTER 19.08.E.5 LIGHTING REQUIREMENTS.
3. SIGNAGE MAY BE INTERIOR-LIT OR LIGHTED WITH DIRECT WHITE LIGHT, BUT IT SHALL NOT CONTAIN BARE BULBS, EXPOSED NEON TUBE, ANIMATION OR A ELECTRONIC MESSAGE UNIT. DIRECT LIGHTING FIXTURES FOR SIGNS SHALL BE AIMED UP AND/OR AWAY FROM THE PROPERTY PLANNED OR ZONED FOR RESIDENTIAL USE.



3 PAVING MARKER



2 WALK OF FAME DETAIL



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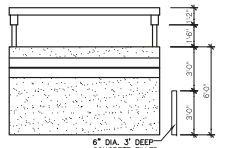

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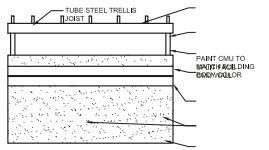

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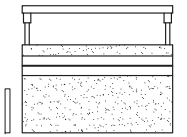

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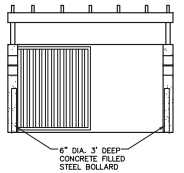

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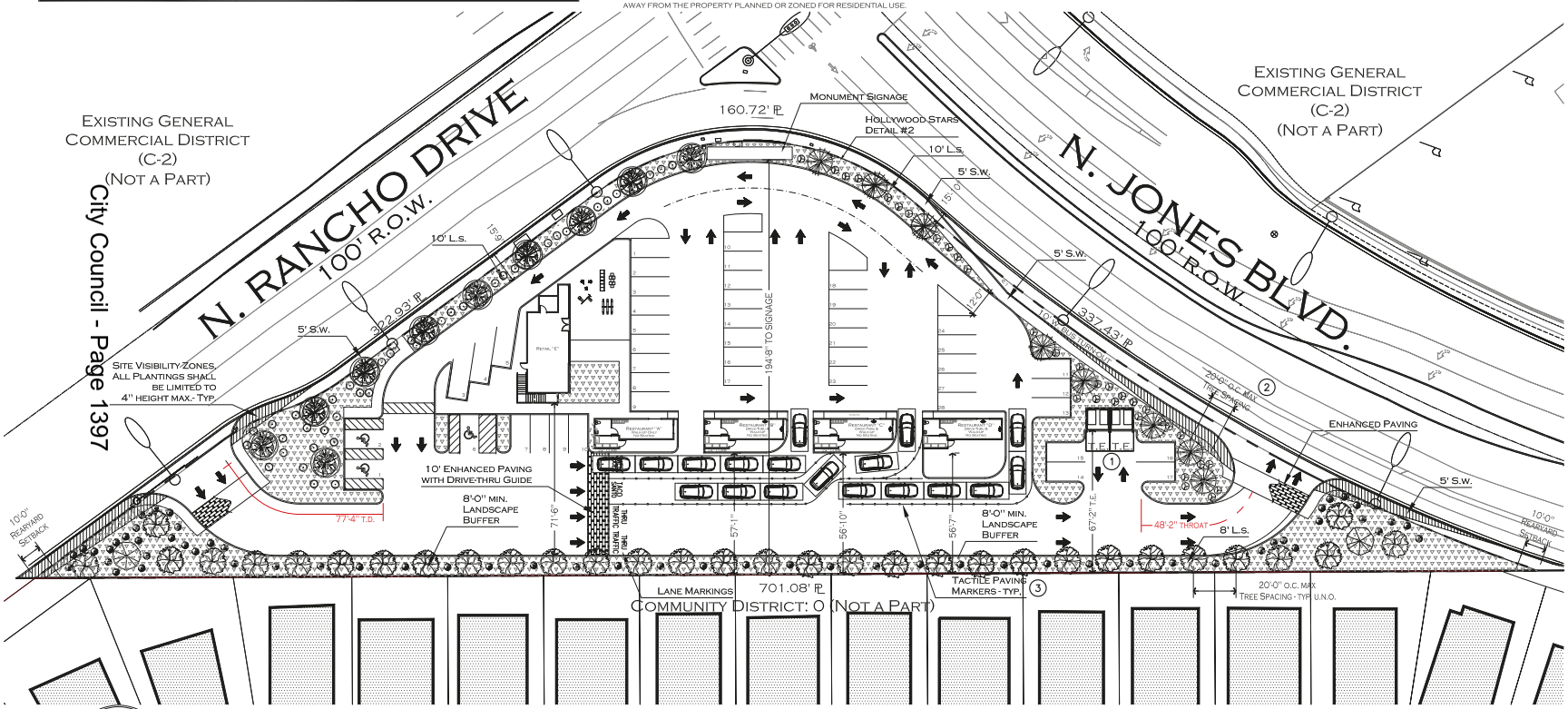



April 18, 2022

NORTH

LANDSCAPING PLAN
SITE STUDY A3.4.5

22-0050
04/19/2022

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PROJECT NO.: 121029

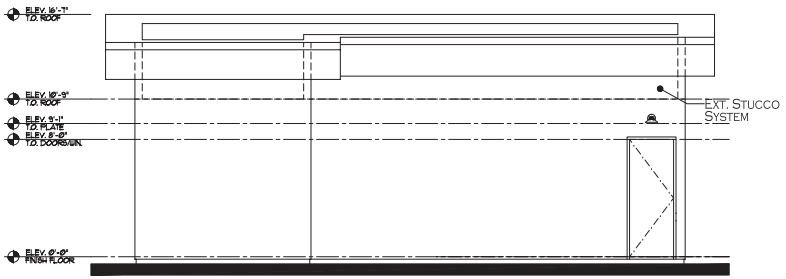
SCALE: 1" = 25'
APRIL 18, 2022

JON BASSO

RANCHO & JONES BLVD.
City of Las Vegas, Nevada

Perlman ARCHITECTS

22-0050
03/14/2022



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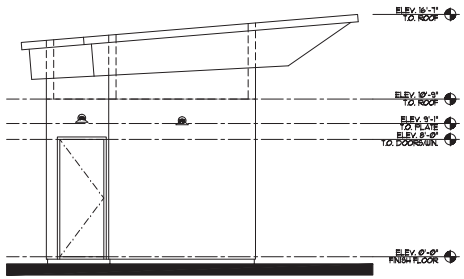

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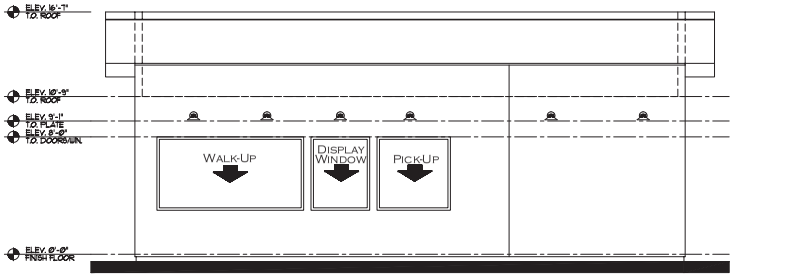

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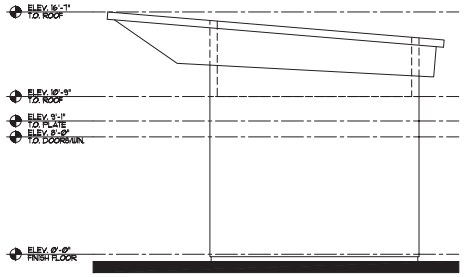

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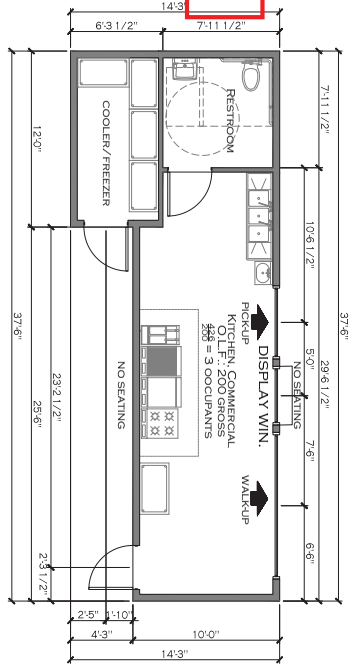

FLOOR PLAN



March 14, 2022

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RESTAURANT "B"
THE HOLLYWOOD PLAZA - SWEET JOES

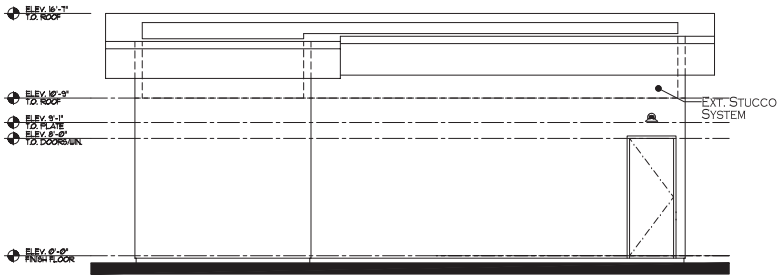
COFFEE JOES
PROJECT NO.: 121029

SCALE: 1/4" = 1'-0"
FEBRUARY 16, 2022

JON BASSO

RANCHO & JONES BLVD.
Clark County, Nevada

22-0050
03/14/2022



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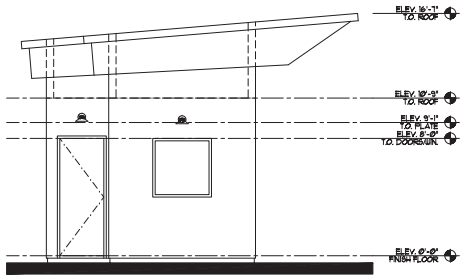

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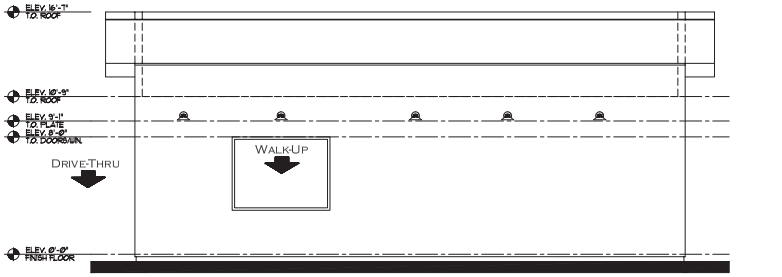

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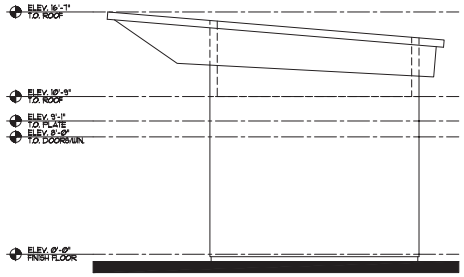

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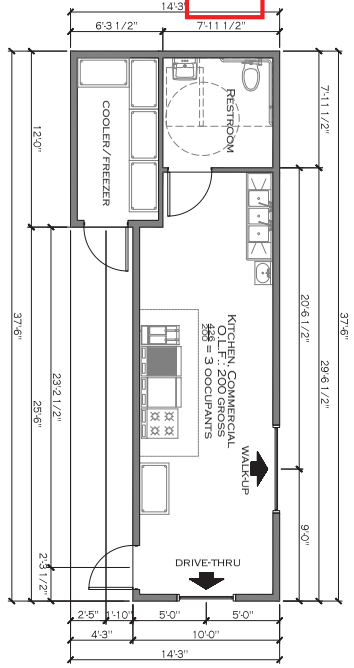

FLOOR PLAN



March 14, 2022

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RESTAURANT "D"
THE HOLLYWOOD PLAZA - SNAPPY

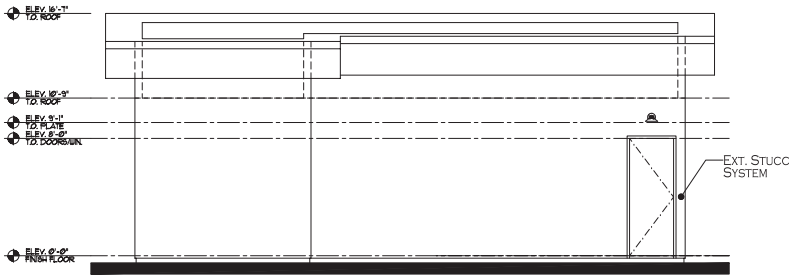
SNAPPY
PROJECT No.: 121029

SCALE: 1/4" = 1'-0"
FEBRUARY 16, 2022

JON BASSO

RANCHO & JONES BLVD.
Clark County, Nevada

22-0050
03/14/2022



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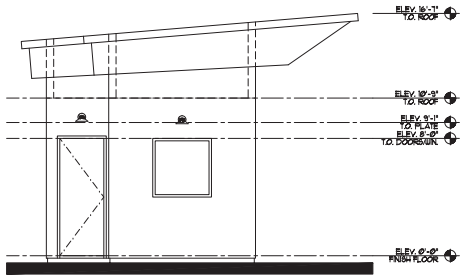

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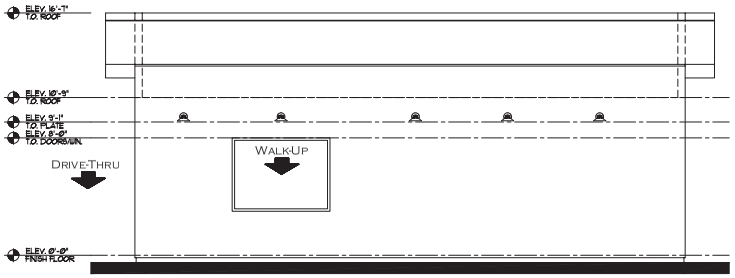

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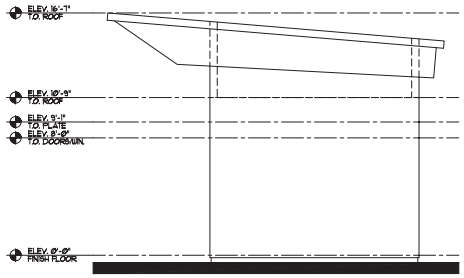

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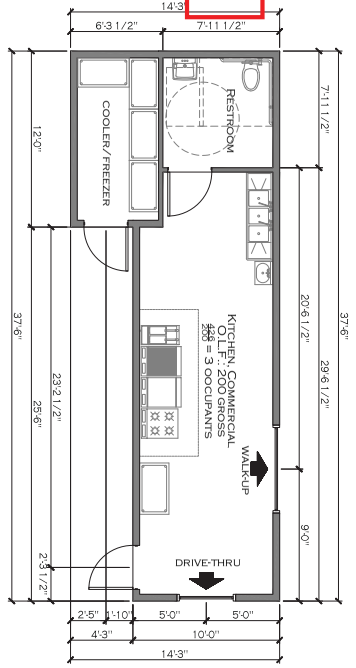

FLOOR PLAN



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RESTAURANT "C"
THE HOLLYWOOD PLAZA - TACO SANTO

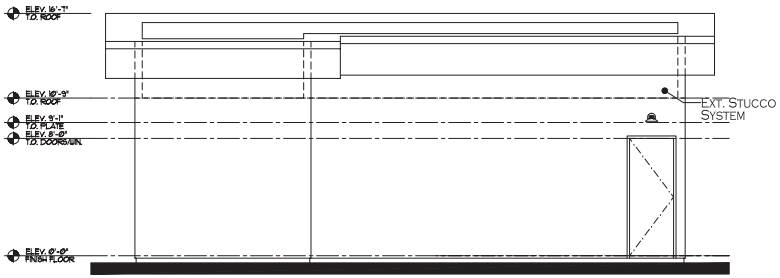
TACO SANTO
PROJECT NO.: 121029

SCALE: 1/4" = 1'-0"
FEBRUARY 16, 2022

JON BASSO

RANCHO & JONES BLVD.
Clark County, Nevada

22-0050
03/14/2022



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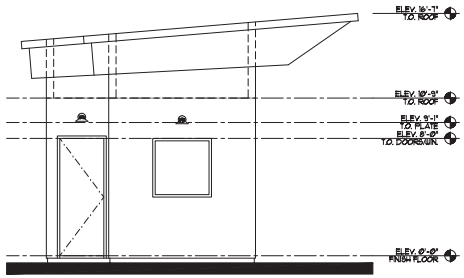

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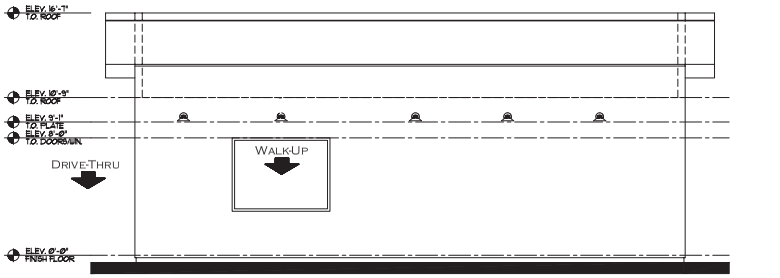

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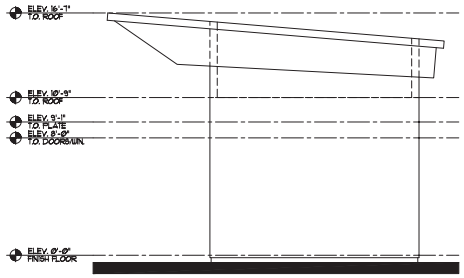

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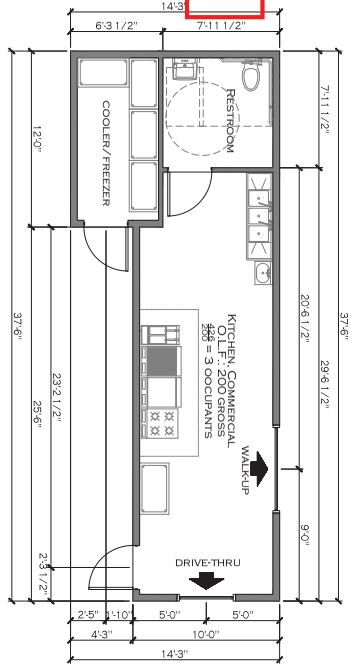

FLOOR PLAN



March 14, 2022

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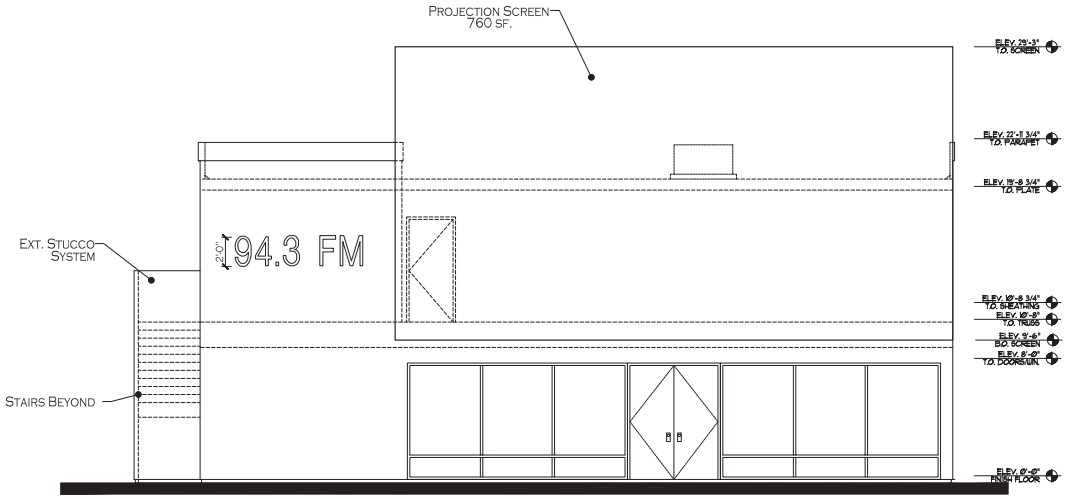
RESTAURANT "A"
THE HOLLYWOOD PLAZA - PIZZA DUDE

PIZZA DUDE
PROJECT No.: 121029

SCALE: 1/4" = 1'-0"
FEBRUARY 16, 2022

JON BASSO

RANCHO & JONES BLVD.
Clark County, Nevada



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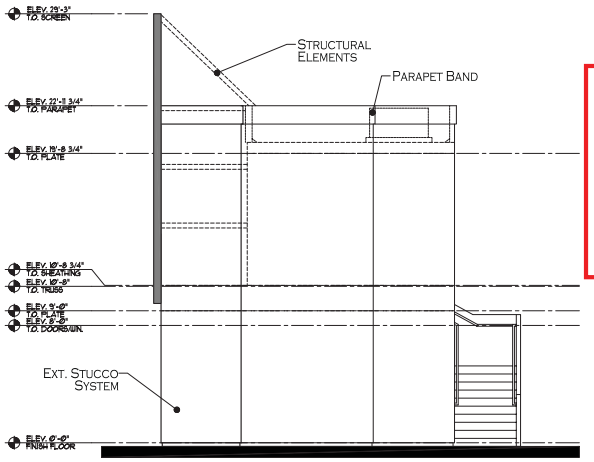
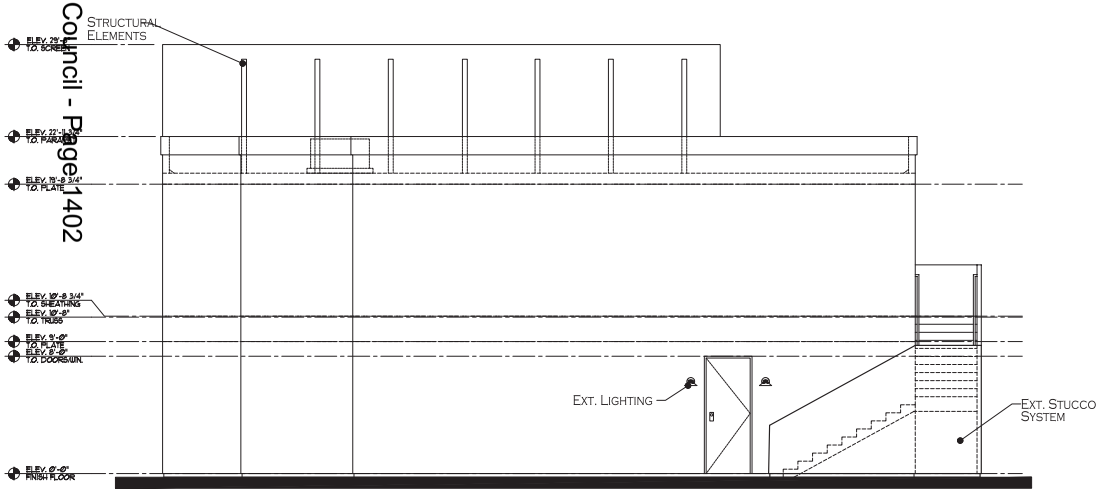
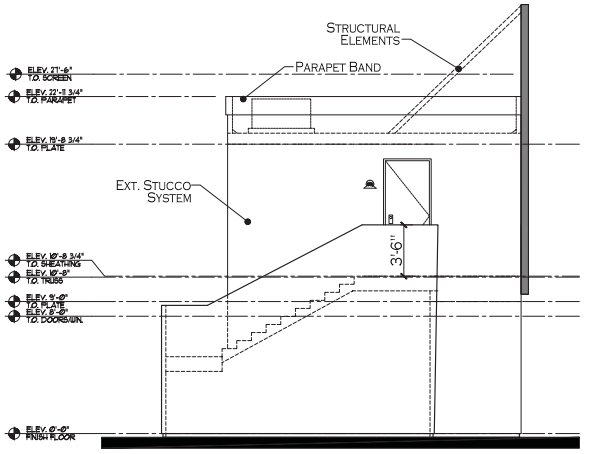


RIGHT ELEVATION

22-0050
03/14/2022



REAR ELEVATION



LEFT ELEVATION

City Council - Page 1402



March 14, 2022

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RETAIL "E"
THE HOLLYWOOD PLAZA - WOLFMAN JACKS ELEVATION

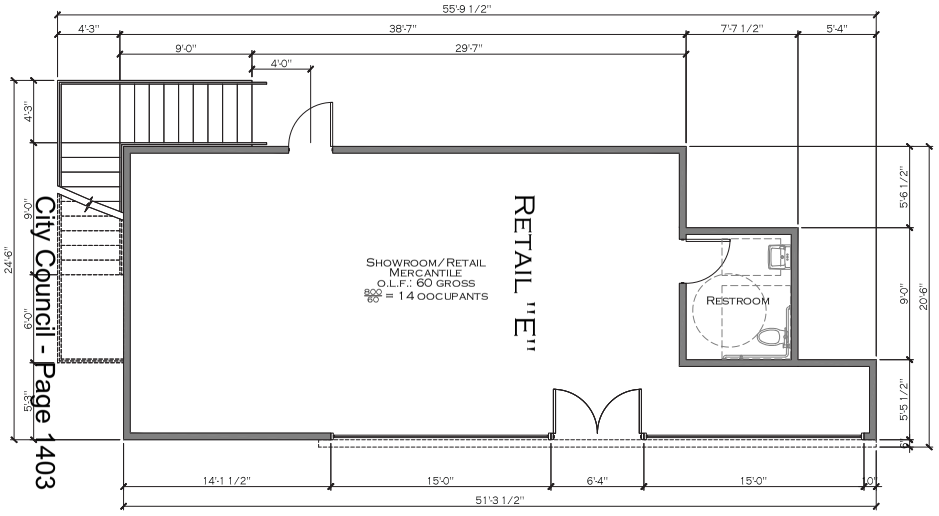
WOLFMAN JACKS
PROJECT NO.: 121029

SCALE: 1/4" = 1'-0"
FEBRUARY 18, 2022

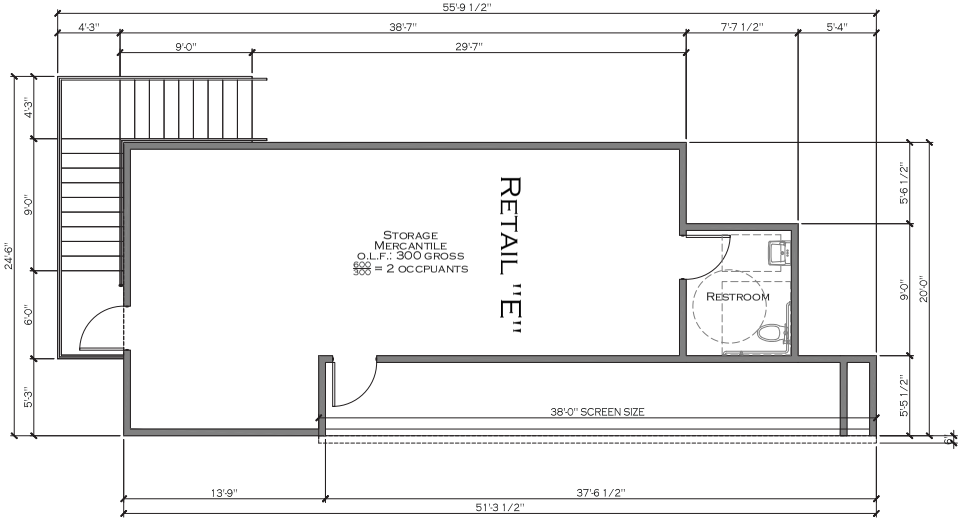
JON BASSO

RANCHO & JONES BLVD.
Clark County, Nevada

22-0050
03/14/2022



1ST FLOOR PLAN



2ND FLOOR PLAN

City Council - Page 1403



March 14, 2022

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RETAIL "E"
THE HOLLYWOOD PLAZA - WOLFMAN JACKS FLOOR PLAN

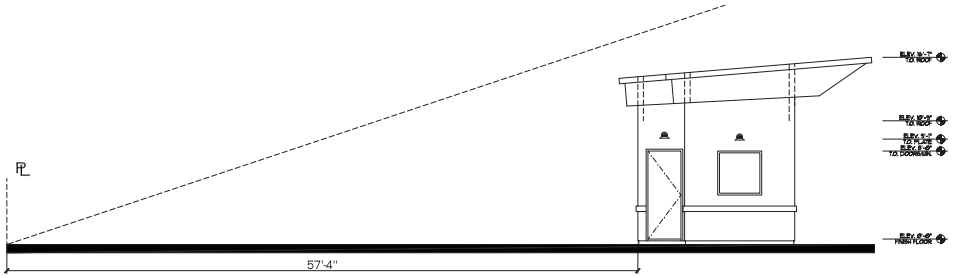
WOLFMAN JACKS
PROJECT NO.: 121029

SCALE: 1/4" = 1'-0"
FEBRUARY 18, 2022

JON BASSO

RANCHO & JONES BLVD.
Clark County, Nevada

PA - Logo.png



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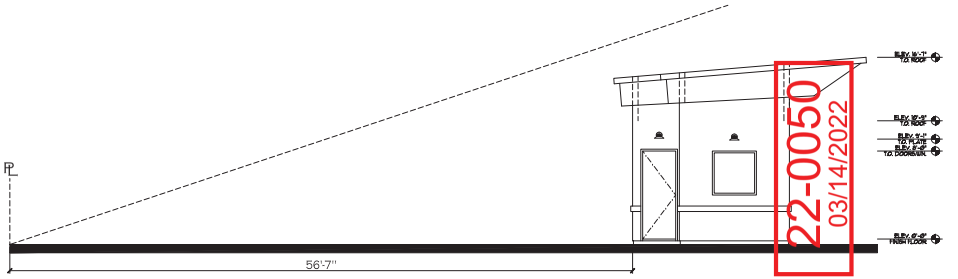
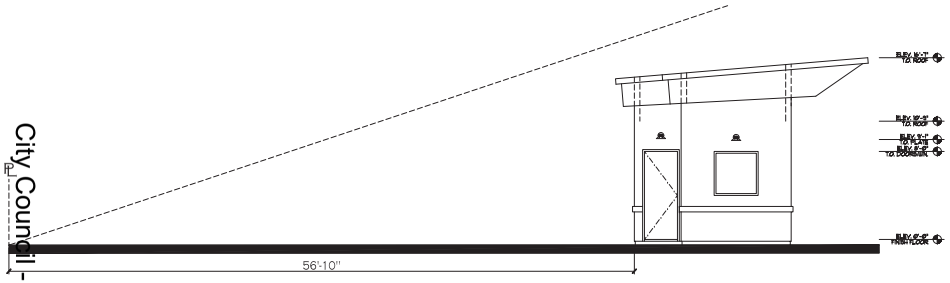


22-0050
03/14/2022

PIZZA DUDE



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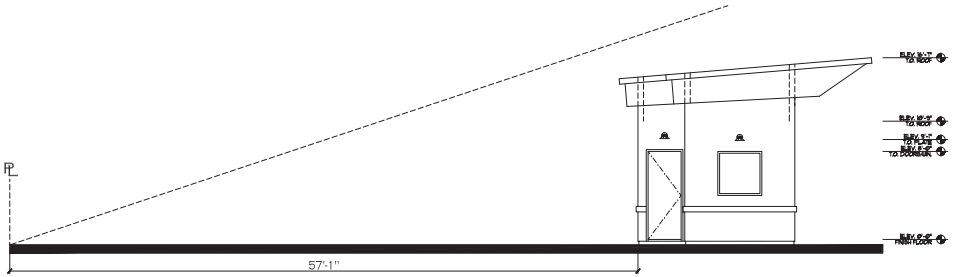

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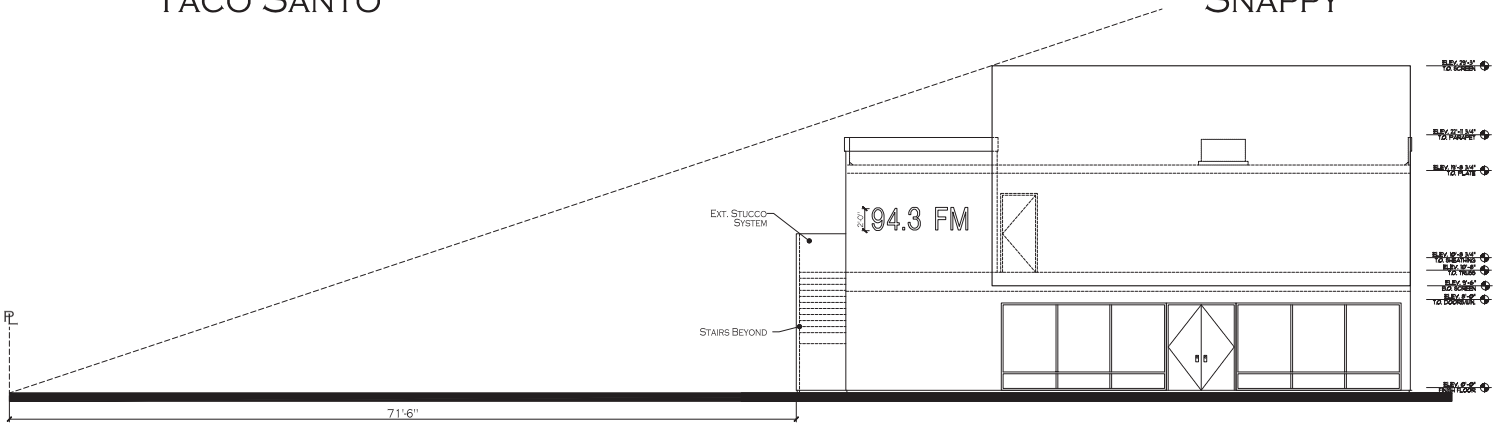

WOLFMAN JACKS

City Council - Page 1404



March 14, 2022

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THE HOLLYWOOD PLAZA

RANCHO & JONES BLVD.

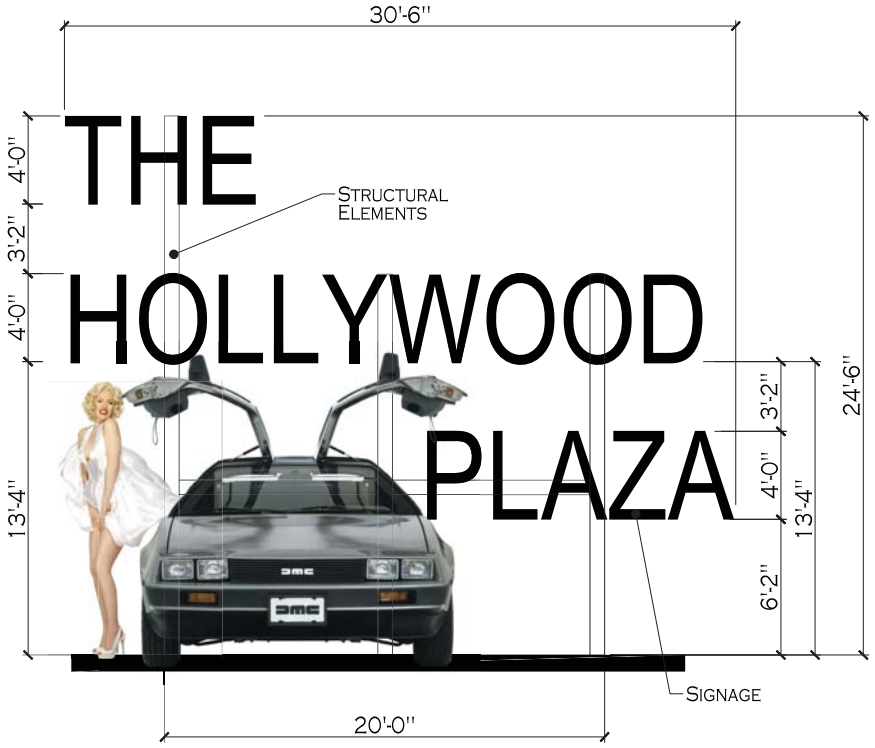
Clark County, Nevada

JON BASSO

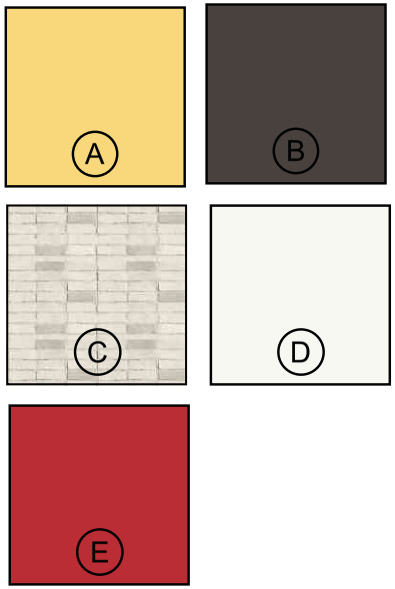
LINE OF SIGHT
PROJECT NO.: 121029

SCALE: 3/16" = 1'-0"
FEBRUARY 16, 2022

22-0050
02/17/2022



MONUMENT SIGN



MATERIALS LEGEND		
A	STUCCO BODY	SHERWIN WILLIAMS 6901 DAFFODIL
B	METAL FASCIA	SHERWIN WILLIAMS 7675 SEALSKIN
C	STONE VENEER	ELDORADO STONE - TUNDRA BRICK
D	SIGN COLOR 1	SHERWIN WILLIAMS 7005 PURE WHITE
E	SIGN COLOR 2	SHERWIN WILLIAMS 6868 REAL RED

LEONARD A. PERLMAN REGISTERED NO. 1848 ARCHITECT STATE OF NEVADA
February 15, 2022

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THE HOLLYWOOD PLAZA - MONUMENT SIGN

JON BASSO

RANCHO & JONES BLVD.
Clark County, Nevada

MONUMENT SIGN
PROJECT NO.: 121029

SCALE: 3/8" = 1'-0"
FEBRUARY 16, 2022

Perlman ARCHITECTS



22-0050-VAR1, 22-0050-SUP1, 22-0050-SUP2, 22-0050-SUP3 AND 22-0050-SDR1 - APPLICANT: JON BRASSO - OWNER: PRE RANCHO JONES, LLC
NORTHEAST CORNER OF RANCHO DRIVE AND JONES BOULEVARD

02/24/2022

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

HOLLYWOOD PLAZA

Whom It May Concern:

With respect to the **Hollywood Plaza** Drive-In Project, located at the intersection of N. Jones Blvd and N. Rancho Dr. (APN. 13802804001). Please accept this Letter of Justification, requesting the following Waivers:

1. Special Permit for Drive through use for Restaurant “B”
2. Special Permit for Drive through use for Restaurant “C”
3. Special Permit for Drive through use for Restaurant “D”
4. Reduced throat depth for driveway entrance from N. Jones Blvd. to 48'-2" from 75'-0" due to bus lane improvements.
5. Waiver for reduced 15 foot buffer on N. Jones Blvd in lieu of bus lane street improvements. Requested by Public Works.
6. Variance for Loading Dock

The intended use of the site (currently vacant land) is for a “retro” Drive-Thru fast food coupled with a real Drive-In Movie Theater. Patrons will be able to order food and drive away, or park for free and enjoy an old-time Drive-In experience with first run feature length films from the safe comfort of their car while they consume their meals.

This site is zoned C-1 – Limited Commercial District and the proposed restaurant and retail store are both permitted uses, with the Drive-through requiring a Conditional Use Permit. All off-sites will be new and accessed by two drive-way cuts, Entrance on N Jones Blvd and Exit on N. Rancho Drive.

The Project will utilize five buildings:
Four Buildings at 426 s.f. each and One Building at 1,673 s.f. Three of these smaller buildings will have fast food drive through lanes, while the fourth smaller building will be walk up fast food only. The larger pure retail building will be accessible by walk up, featuring Black Vinyl Records and Comic Books. The Drive-in screen will be affixed to the roof of this larger retail building.

Hours of operation will be from 8 a.m. and midnight. The **Hollywood Plaz**a will create new employment for greater than 25 people (three shifts of 9 employees). The project will provide the neighborhood with a much envied food/entertainment venue, and significantly improve the existing parcel, which is amidst vast acreage of vacant land on all corners.

My current identical yet smaller drive-in/drive-thru, **Snappy Burger** on Decatur Blvd, has drawn families from differing areas of the Las Vegas valley. For almost two years Snappy Burger has operated in perfect harmony with and is well loved by its immediate neighbors. I’ve been part of the business community for 11 years owning the **Heart Attack Grill** and understand the need for solid teamwork between the city and it’s small business operators. Thank you for your consideration to approve the required Reviews and Permits necessary to start on this fun Project.

Respectfully,

Jon Basso,
JSAAT Inc.
2016 Redbird Drive
Las Vegas, NV 89134

22-0050
03/14/2022

CITY OF LAS VEGAS
PLANNING COMMISSION AND CITY COUNCIL
RECOMMENDATIONS / COMMENTS

FROM:	**CLARK COUNTY DEPARTMENT OF AVIATION**
APPLICATION NUMBERS:	**22-0050-SDR1**
PROJECT:	**COMMERCIAL DEVELOPMENT/PROJECTION SCREEN**
LOCATION:	**138-02-804-001**
MEETING DATES:	**APRIL 12, 2022, PLANNING COMMISSION & MAY 18, 2022, CITY COUNCIL**

COMMENTS:

Federal Aviation Regulations (14 CFR, Part 77) and City of Las Vegas Code (Section 19.10.080) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway or for any structure greater than 200 feet in height. Such notification allows the FAA to determine what impact, if any, the proposed development will have upon aircraft operations, and allow the FAA to determine whether the development should be obstruction marked or lighted.

The proposed development would exceed the 100:1 notification requirement or is greater than 200 feet in height.

- **Applicant is required to file FAA form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA,**

- Applicant is advised that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments. Applicant is advised that the FAA's airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA.

- No structure greater than 35' in height shall be permitted to be erected or altered that would constitute a hazard to air navigation, or would result in an increase to minimum flight altitudes during any phase of flight, or would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.

22-0050-SDR1
John Brasso

SEC Jones Boulevard & Rancho Drive (north)

Proposed 3.474 thousand square foot commercial development.

Traffic produced by proposed development:

First Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	FST-FOOD NO INDOOR SEATING [1000 SF]	1.278	459.20	587
AM Peak Hour			33.76	43
PM Peak Hour			42.65	55

Second Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	COFFEE/DOUGNUT SHOP W/O DRIVE THRU [1000SF]	0.426	754.55	321
AM Peak Hour			101.14	43
PM Peak Hour			36.31	15

Third Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	1.770	37.75	67
AM Peak Hour			0.94	2
PM Peak Hour			3.81	7

Fourth Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MOVIE THEATER [MOVIE SCREENS]	1.000	220.00	220
AM Peak Hour			0.00	0
PM Peak Hour			45.91	46

Total Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	TOTAL USE	3.474		**1,195**
AM Peak Hour				**88**
PM Peak Hour				**123**

Existing traffic on all nearby streets:

Rancho Drive	
Average Daily Traffic (ADT)	34,103
PM Peak Hour	2,728
(heaviest 60 minutes)	

Jones Boulevard	
Average Daily Traffic (ADT)	12,049
PM Peak Hour	964
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Rancho Drive	62,895
Jones Boulevard	38,640

This project will add approximately 1,195 trips per day on Rancho Dr. and Jones Blvd. Currently, Rancho is at about 54 percent of capacity and Jones is at about 31 percent of capacity. With this project, Rancho is expected to be at about 56 percent of capacity and Jones to be at about 34 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 123 additional cars, or about two every minute.

Note that this report assumes all traffic from this development uses all named streets.

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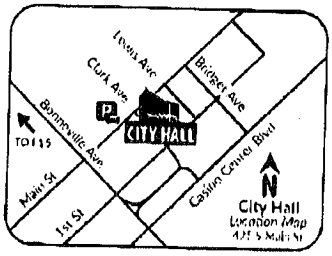

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1

City Council Meeting of **06/15/2022**

22-0050
13811517039
KURLAND MICHELE
3905 PRESCOTT PINES ST # 103
LAS VEGAS NV 89108-8167

Submitted after final agenda
Items 57a-57e

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Las Vegas, Nevada 89101

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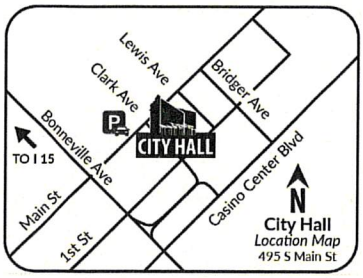

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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City Council Meeting of **06/15/2022**

22-0050
13801410017
RATNER DALE R & MARTA M
5974 ICICLE FALLS AVE
LAS VEGAS NV 89130

39 DRDFNP1 89130

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2022 JUN 13 P 1:03

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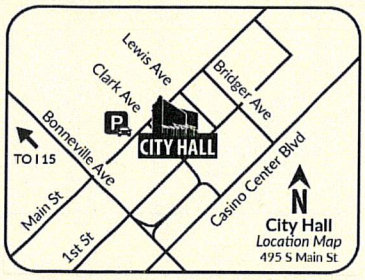

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1

City Council Meeting of **06/15/2022**

22-0050
13812110040
JOHNSON MICHAEL C & BETH A
5401 W ALEXANDER RD
LAS VEGAS NV 89130

Submitted after final agenda

Date 6/13/2022 Item 57a-57e

39 DRDFNP1 89130

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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we oppose!

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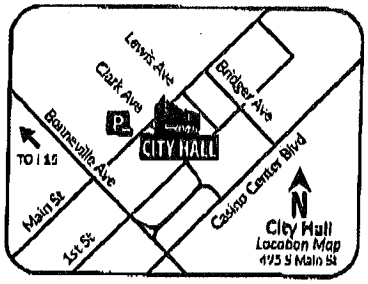

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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City Council Meeting of **06/15/2022**

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22-0050
13811517132
MKCOLLLC
6320 DARBY AVE
LAS VEGAS NV 89146-6608

Submitted after final agenda
Items 57a-57e

06/14/2022 09:15 7028766297 LAKIS POOL SERVICE PAGE 02/02

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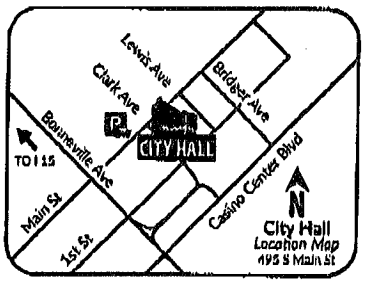

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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City Council Meeting of **06/15/2022**

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LAS VEGAS NV 89146

06/14/2022 09:15 7028766297 LAKIS POOL SERVICE PAGE 01/02

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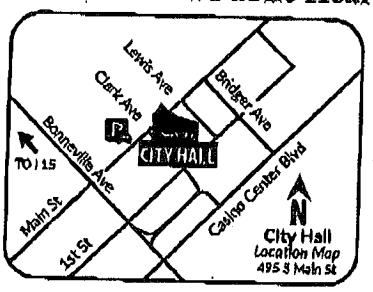

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13811517032
BROOKS STEWART I & PAULA TRUST
BROOKS STEWART IRWIN & PAULA SUE TRS
9526 CAPISTRANO AVE
CHATSWORTH CA 91311-2631

Submitted after final agenda
Items 57a-57e

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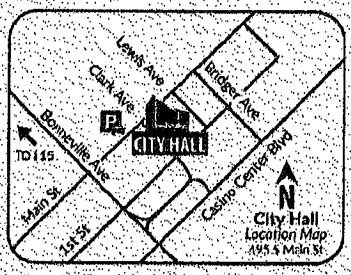

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1

City Council Meeting of **06/15/2022**

22-0050
13801410030
LOWE GREGORY DEAON & KAREN DENISE
5974 JUNIPER FALLS AVE
LAS VEGAS NV 89130

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Las Vegas, Nevada 89101

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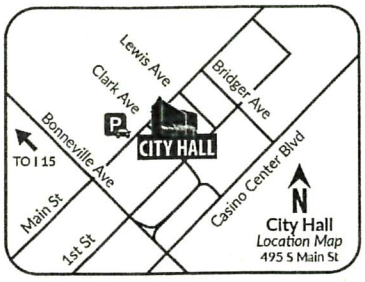
2022 JUN -9 A 11:50



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22-0050
13802803001
ACHIARDI MICHELLE
3066 CADBURY DR
LAS VEGAS NV 89121-5608

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1

City Council Meeting of **06/15/2022**

(702) 7330069

Michelle Achiardi 89 DROPNP1 89121

Application Information

22-0050 - PUBLIC HEARING - APPLICANT: JON BRASSO - OWNER: PRE RANCHO JONES, LLC - For possible action on the following Land Use Entitlement project requests on 1.30 acres at the northeast corner of Rancho Drive and Jones Boulevard (APN 138-02-804-001), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). [NOTE: This item is in Ward 5 (Crear).] Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

22-0050-VAR1 - VARIANCE - TO ALLOW NO LOADING SPACE WHERE ONE IS REQUIRED

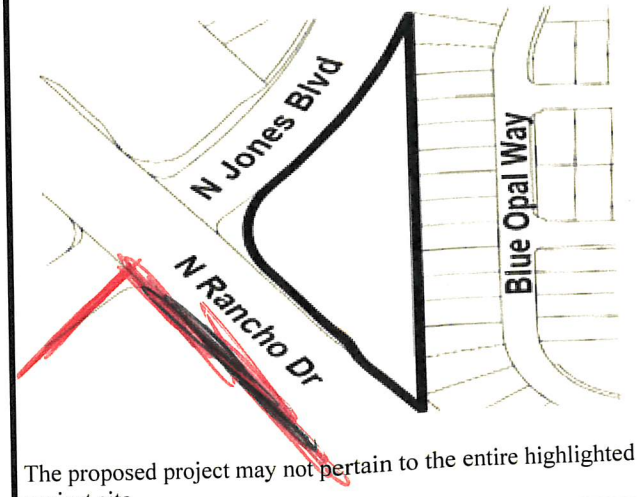
22-0050-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [B]

22-0050-SUP2 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [C]

22-0050-SUP3 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [D]

22-0050-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF A GENERAL RETAIL BUILDING FEATURING A 760 SQUARE-FOOT PROJECTION SCREEN; THREE DRIVE THROUGH ONLY RESTAURANTS AND A WALK-UP ONLY RESTAURANT WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER AND BUILDING ORIENTATION REQUIREMENTS

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	06/15/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the governing body for their consideration prior to the meeting.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
Return Service Requested
Official Notice of Public Hearing

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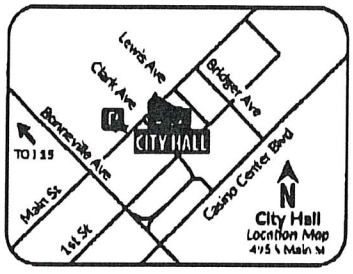

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2022 JUN 13 A 7:55

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22-0050
13802811016
PRUETTE ROGER
4001 JORY TRL
LAS VEGAS NV 89108-5202

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1
City Council Meeting of **06/15/2022**

89 DRDFMP1 89130

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Las Vegas, Nevada 89101
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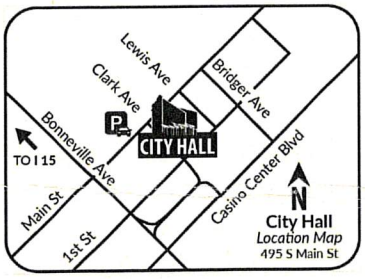
2022 JUN 13 P 1:03



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22-0050
13801410083
JOPLIN DAWN NANNETTE
4067 BLUE OPAL WAY
LAS VEGAS NV 89130

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1
City Council Meeting of **06/15/2022**

Submitted after final agenda
Date 6/13/2022 Item 57a-57e

89 DRDFMP1 89130

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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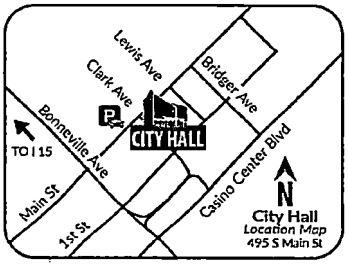
Official Notice of Public Hearing



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Dept of Planning
City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1

Planning Commission Meeting of **04/12/2022**

22-0050
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HOLMES REGINALD LIVING TRUST
HOLMES REGINALD TRS
5909 OLIVINE FALLS AVE
LAS VEGAS NV 89130

39 BRDFNP1 89130

Submitted after final agenda

31a-eA

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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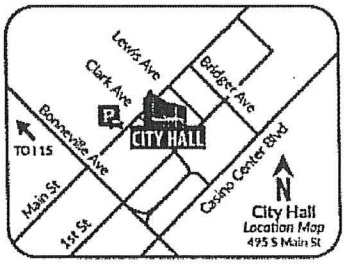

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City of Las Vegas
Department of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1

Planning Commission Meeting of **04/12/2022**

03 BRDFNP1 89106

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601 S RANCHO DR # C23
LAS VEGAS NV 89106-4825

3la-e A

7023669413 11:55:02 04-04-2022 6 /9

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Las Vegas, Nevada 89101

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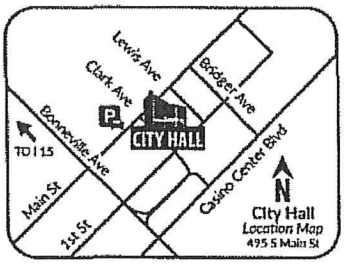

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Las Vegas, NV
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APR - 5 2022

City of Las Vegas
Department of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1

Planning Commission Meeting of **04/12/2022**

83 BRDFNP1 89106

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601 S RANCHO DR # C23
LAS VEGAS NV 89106-4825

31a-eA

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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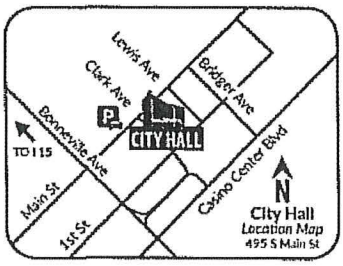

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City of Las Vegas
Department of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0050 and 22-0050-VAR1 and 22-0050-SUP1 and 22-0050-SUP2 and 22-0050-SUP3 and 22-0050-SDR1
Planning Commission Meeting of **04/12/2022**

22-0050
13811502003
BARTSAS MARY 13 L L C
601 S RANCHO DR # C23
LAS VEGAS NV 89106-4825

03 3RDFNP1 89106

3la-eA

Nora Lares

From: noreply@formstack.com
Sent: Wednesday, April 6, 2022 1:45 PM
To: Planning Comments
Subject: Planning Application Comments Form

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

formstack

Formstack Submission For: Planning App Comments

Submitted at 04/06/22 1:44 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0050
Position:	I SUPPORT the project and all related applications.
Name:	Roger Pruette
Residential or Business Address:	4001 Jory Trail Las Vegas, NV 89108
Email:	rogerpruette@cox.net
Comments:	I am in favor of the zone change

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

31a-e A

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
57a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0050-VAR1 - VARIANCE - TO ALLOW NO LOADING SPACE WHERE ONE IS REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	3
City Council Meeting	5	City Council Meeting	5

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
57b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0050-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [B]

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	3
City Council Meeting	5	City Council Meeting	5

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
57c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0050-SUP2 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [C]

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	3
City Council Meeting	5	City Council Meeting	5

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
57d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0050-SUP3 - SPECIAL USE PERMIT - FOR A PROPOSED DRIVE THROUGH USE [D]

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	3
City Council Meeting	5	City Council Meeting	5

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
57e

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0050-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED COMMERCIAL DEVELOPMENT CONSISTING OF A GENERAL RETAIL BUILDING FEATURING A 760 SQUARE-FOOT PROJECTION SCREEN; THREE DRIVE THROUGH ONLY RESTAURANTS AND A WALK-UP ONLY RESTAURANT WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER AND BUILDING ORIENTATION REQUIREMENTS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	3
City Council Meeting	5	City Council Meeting	5

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
58

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0070 - PUBLIC HEARING - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH - For possible action on an Appeal of the Approval of 22-0070-SUP1 and a Council Review of the Approval of 22-0070-SDR1 by the Planning Commission on the following Land Use Entitlement project requests on 0.79 acres at 5640 North Rainbow Boulevard (APN 125-26-410-006), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (4-3 vote) recommends APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (4-3 vote) recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Appeal Documentation
2. Location and Aerial Maps
3. Special Map - 22-0070-SUP1
4. Conditions and Staff Report
5. Supporting Documentation
6. Photo(s)
7. Justification Letter
8. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division - 22-0070-SDR1
9. Protest Letter and Petition
10. Submitted after Final Agenda - Abeyance Request Letter by Brown, Brown and Premsrirut, Protest-Support Postcards, and Documentation Not Vetted - Protest E-mails
11. Backup Documentation Submitted for the April 12, 2022 Planning Commission meeting
12. Backup Documentation Submitted for the May 10, 2022 Planning Commission meeting

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro Tem

MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

JORGE CERVANTES
City Manager

OFFICE OF THE
CITY CLERK

LUANN D. HOLMES
CITY CLERK

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
702.382.4803 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

May 17, 2022

Ms. Carol Harper
6035 Gabrielle Carol Court
Las Vegas, NV 89149

RE: Planning Commission Appeal Confirmation
22-0070-SUP1

Dear Ms. Harper:

The City of Las Vegas has received your request for appeal of the Planning Commission's decision on May 10, 2022. The notification fee of $750 for the appeal has been collected and the item is scheduled to be heard at the June 15, 2022 City Council Meeting. You will also receive a postcard confirming this date.

Please contact the City Clerk's office at 702-229-6311 or Planning Department at 702-229-6301 in the event you have any questions.

Sincerely,

LuAnn D. Holmes

LUANN D. HOLMES, MMC
City Clerk

/slm

cc: Planning Department

Ms. Debra Reach
5640 N. Rainbow Boulevard
Las Vegas, Nevada 89130

Mr. Brian Fike
Cleveland Welter LLC
3960 Howard Hughes Parkway
Las Vegas, NV 89169

Ms. Andrea Carroll
Carroll Design Collaborative
1980 Festival Plaza Drive, Ste. 45C
Las Vegas, NV 89135

May 16, 2022

Carol Harper, at 6035 Gabrielle Carol Ct. Las Vegas, NV 89149. I would like to Appeal Planning Commissions decision on May 10, 2022 Item 29(a) 22-0070-Sup1.

Carol Harper

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CITY CLERK
2022 MAY 16 P 2:19

CITY OF LAS VEGAS
DEPARTMENT OF CITY CLERK

Operator ID: SMAYS

Transaction: 391821

Reference #:

Today's Date: 05/16/2022 2:29:27 PM

Posting Date: 05/16/2022

Account Description	Account Number		Amount Due
GENERAL FUND.Meeting Management.Miscellaneous Fees.Meeting Services	100000.04401.270100.C21000.000.000	$	750.00
	Total Amount Due	$	**750.00**

Method of Payment	Number	Authorization			Amount Paid
Visa/MC/ATM	2916	001463		$	750.00
			Tendered	$	**750.00**
			Change	$	**.00**

Customer Information:

Harper Carol
6035 Gabrielle Carol Court
Las Vegas, NV 89149

Comments:

Appeal:
5/10/22 Planning Commission Meeting
22-0070-SUP1

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
May 17, 2022

TO:	FROM:
DEPARTMENT OF PLANNING	CITY CLERK
SUBJECT:	**COPIES TO:**
APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: ABEYANCE - 22-0070-SUP1

APPLICANT: APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH

WARD: Ward 6 (Fiore)

Appeal by applicant or any other aggrieved person: (Yes) No

Review requested by City Council: Yes (No)

May 17, 2022
DATE

DEPUTY CITY CLERK

PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action: May 10, 2022

Last day for filing an appeal by applicant or any other aggrieved person. (Appeal period is 10 days after the date of the PC decision): May 23, 2022

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.): May 23, 2022

Set Date: 6/1/2022
City Council Date: 6/15/2022

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
May 23, 2022

TO:	FROM:
DEPARTMENT OF PLANNING	CITY CLERK
SUBJECT:	**COPIES TO:**
APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: ABEYANCE - 22-0070-SDR1

APPLICANT: APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH

WARD: Ward 6 (Fiore)

Appeal by applicant or any other aggrieved person: Yes (No)

Review requested by City Council: (Yes) No

May 23, 2022
DATE

DEPUTY CITY CLERK

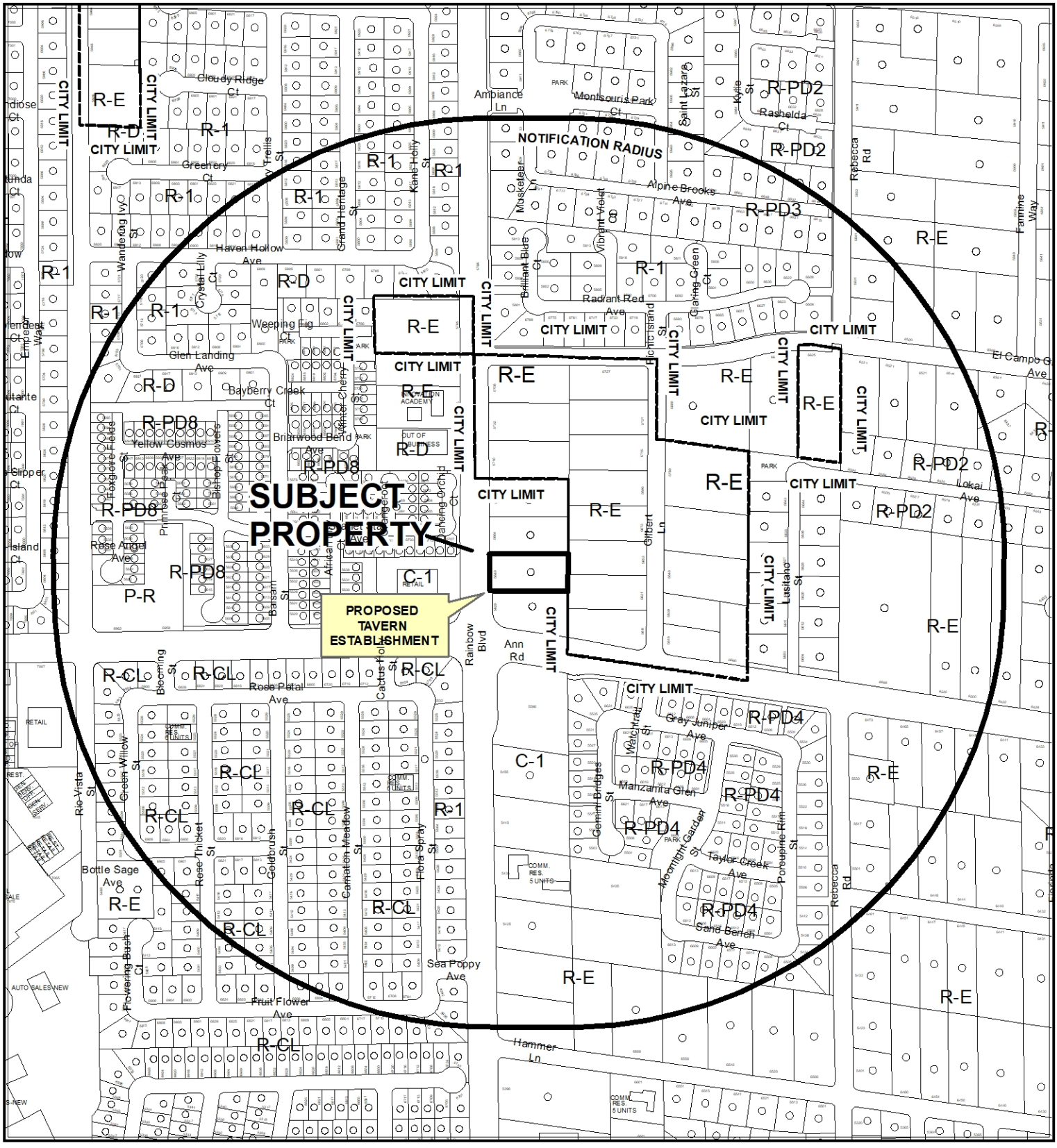
PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action: May 10, 2022

Last day for filing an appeal by applicant or any other aggrieved person. (Appeal period is 10 days after the date of the PC decision): May 23, 2022

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.): May 23, 2022

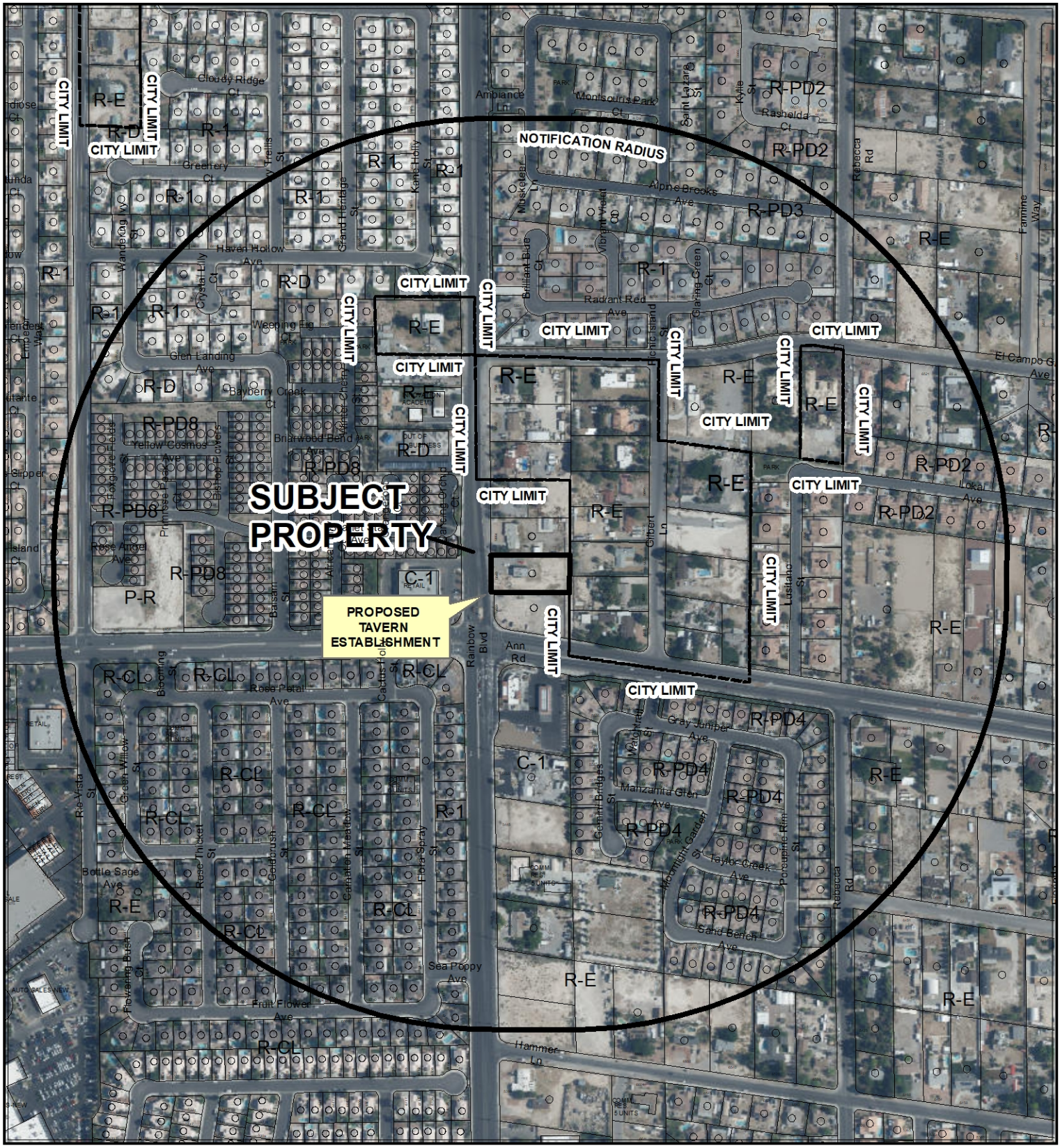
Set Date: 6/1/2022
City Council Date: 6/15/2022



CASE: 22-0070

RADIUS: 1500 FEET

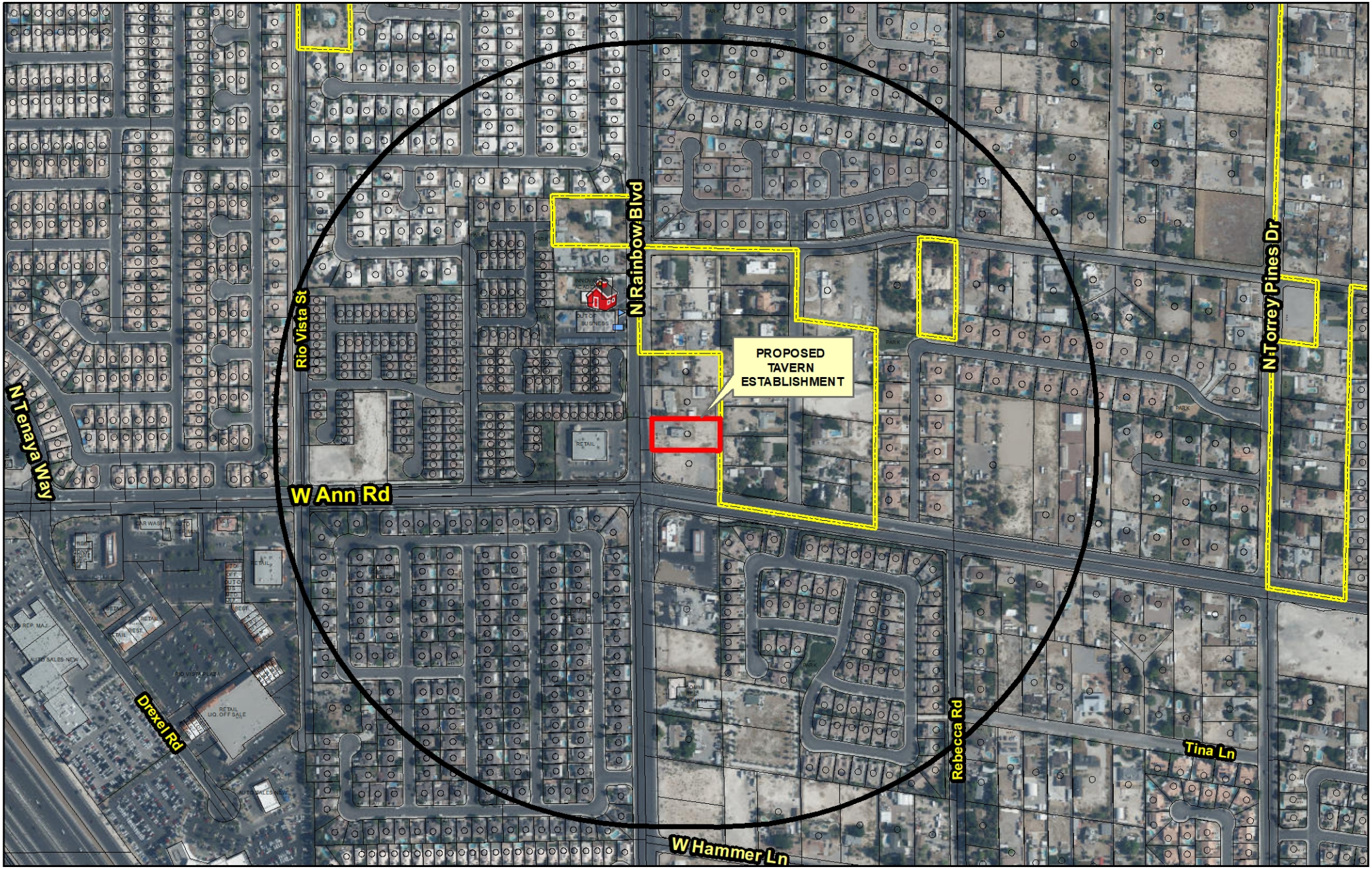
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **22-0070**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



22-0070-SUP1

Liquor Establishment (Tavern)

Business Licenses

- Tavern
- Tavern - Limited
- Urban Lounge
- Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

Subject Property

1500 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, February 28, 2022

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0070-SUP1	Staff recommends DENIAL, if approved subject to conditions:	
22-0070-SDR1	Staff recommends DENIAL, if approved subject to conditions:	22-0070-SUP1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 694

PROTESTS 10

APPROVALS 2

NE

**** CONDITIONS ****

22-0070-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Liquor Establishment (Tavern) use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (22-0070-SDR1) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. A Waiver from Title 19.12 is hereby approved, to allow a 444-foot distance separation from an individual care center licensed for more than 12 children where 1,500 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, as well as submitted as part of any business license application.

7. Approval of this Special Use Permit does not constitute approval of a liquor license.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0070-SDR1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (22-0070-SUP1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan and building elevations date stamped 04/11/22; and floor plan date stamped 05/09/22, except as amended by conditions herein.

4. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot landscape buffer adjacent to the east property line where eight 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. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
    - 36-inch box shade trees shall be planted every 20 feet on center, with a minimum of four, 5-gallon shrubs planted for every required tree.

9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Prior to the issuance of any building permits, grant a Pedestrian Access Easement along Rainbow Boulevard for any public sidewalk not within the public right-of-way. Additionally, the owner of this site shall grant joint access to the parcel to the north (APN 125-26-410-005) at the time of future access as shown on the approved site plan.

12. Construct half-street improvements on Rainbow Boulevard including any transition paving at the north edge of this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

13. This site shall connect to public sewer in Rainbow Boulevard.

14. 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.

15. Submit a License Agreement for landscaping and private improvements in the public rights of way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property within the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

16. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a 3,900 square-foot Liquor Establishment (Tavern) on 0.79 acres at 5640 North Rainbow Boulevard.

ISSUES

- Due to the existence of a quasi-municipal well at the rear of 5686 North Rainbow Boulevard, a 10-foot wide access easement is necessary to provide access to the well for maintenance and service. This access easement prevents the proposed development from providing the required eight-foot landscape buffer adjacent to the east property line as required by Title 19 and a Waiver is necessary. The required eight-foot wide landscape buffer is adjacent to the easement line instead.
- A Waiver is requested to allow a 444-foot distance separation between the proposed Liquor Establishment (Tavern) and an Individual Care Center Licensed for More Than 12 Children [Childcare] where 1,500 feet is required. Staff does not support this request.
- The subject site is located within the Ann-Rainbow portion of the Rainbow Boulevard North Corridor Plan.

ANALYSIS

The subject site was previously approved by the Planning Commission for a commercial development [Site Development Plan Review (SDR-75125)] that encompassed the four lots adjacent to the northeast corner of Ann Road and Rainbow Boulevard (5620, 5640, 5664 and 5686 North Rainbow Boulevard). The commercial development encompassed 3.24 acres. The commercial development consisted of two, single-story 8,400 square-foot buildings, and a 2,985 square-foot convenience store with fuel canopies located on the corner of Ann Road and Rainbow Boulevard. The development was approved with a Waiver to allow a zero-foot wide landscape buffer adjacent to the east perimeter due to the existing access easement required for an existing well that services the adjacent residential neighborhood to the east. Instead, the required landscape buffer was located adjacent to the easement line, providing a buffer between the commercial development and the existing single-family residences to the east.

NE

The commercial building portion of that development was not pursued, and on August 10, 2021 the Planning Commission approved a Site Development Plan Review (21-0320-SDR1) for a proposed 2,985 square-foot convenience store with fuel pumps and canopy on the 0.82 acre corner of Ann Road and Rainbow Boulevard. The convenience store is currently under construction and will operate as a "7-11." This left the adjacent three lots to the north zoned C-1 (Limited Commercial) with single-family residences on them.

This application is for a 3,900 square-foot tavern on the 0.79 acre lot directly adjacent to the north property line of the convenience store currently under construction.

Special Use Permit
The Liquor Establishment (Tavern) use is described by Title 19.12 as "a facility which sells alcoholic beverages for consumption on the premises where the same are sold and authorizes the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold."

The Minimum Special Use Permit Requirements for this use include:

1. Requirement 1: Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum distance separation between liquor establishments (tavern), and a minimum distance separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided in these Requirements, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church/house of worship, school, individual care center licensed for more than 12 children, or City park.

   The proposed use does not meet this requirement as there is an individual care center licensed for more than 12 children located on the west side of Rainbow Boulevard, approximately 444 feet away when measured parcel line to parcel line.

2. Requirement 2: The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

   This requirement is not applicable.

3. Requirement 3: The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:
   a. Will be located on a parcel within the C-V District, the Market District or Symphony Park District as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B), the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;
   b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark;
   c. Will be located within a regional mall; or
   d. Will be located within a mixed-use development:
      i. That has been approved by means of Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;
      ii. That has a minimum net site area of 15 acres; and
      iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet;
   e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet;
   f. Will have a general on-sale alcoholic beverage license operated in conjunction with an establishment listed in LVMC 6.50.060; or
   g. Will have a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

   A Waiver of the required 1,500 feet distance separation is requested in accordance with "e" above, as Rainbow Boulevard is classified as a Primary Arterial by the Master Plan of Streets and Highways, and once fully improved will have a width of 100 feet.

4. Requirement 4: The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.

   If approved, this requirement will be a Condition of Approval and will be strictly enforced.

Due to the requested Waiver of the required distance separation from a childcare facility, staff is not able to support the requested Special Use Permit and is recommending denial of the request.

Site Development Plan Review

The applicant is proposing to construct a 3,900 square-foot, single-story, 22-foot tall structure with parapets that reach the height of 30 feet. The proposed tavern floor plan depicts a floor area able to accommodate up to 15 gaming machines, a dining area, bar, kitchen, a manager's and clerk's office, and restrooms.

The front building façade (west) depicts stone accents, awnings and windows. The north elevation facing residences contains no windows and the continuation of the stone accent along the bottom portion of the structure. The south elevation facing the convenience store depicts windows with an awning, and the continuation of the stone accent along the bottom portion of the structure. The rear of the structure (east elevation) facing the rural single-family residences does not contain any windows, awnings, but does contain the accent stone along the bottom of the proposed structure for continuity and a coherent design of all building elevations as required by Title 19.08.

Due to the existence of a quasi-municipal well at the rear of 5686 North Rainbow Boulevard, a 10-foot wide access easement is necessary to provide access to the well for maintenance and service. This access easement prevents the proposed development from providing the required eight-foot landscape buffer adjacent to the east property line as required by Title 19 and a Waiver is necessary. Per the Department of Public Works, "*no onsite improvements shall be constructed within the easement*." This extraordinary site condition prevents the applicant from meeting the minimum standards for the eastern landscape buffer. As an alternative, the applicant is proposing to install a landscape buffer adjacent to the easement line that varies in width from eight feet to 10 feet as required by Title 19.08 for perimeter landscape buffer requirements.

When the subject site was part of an overall commercial development, interior drive aisle access was provided between the buildings and uses that would reduce the number of commercial driveways on Rainbow Boulevard. Currently, the convenience store (7-11) under construction on the northeast corner of Ann Road and Rainbow Boulevard does not provide an interior access aisle to the subject site to the north, resulting in a second commercial driveway being proposed for Rainbow Boulevard. If approved, a Condition of Approval has been added by staff for an interior access drive aisle to be provided to the commercially zoned property to the north (5664 North Rainbow Boulevard) if developed. The proposed development provides four extra parking spaces and a Variance would not be necessary if three parking spaces where lost to a future driveway.

On February 15, 2017 the City Council adopted the Rainbow Boulevard North Corridor Plan. The Plan area boundaries consist of all properties located adjacent to Rainbow Boulevard, between Rancho Drive and CC-215. The purpose of the Rainbow Boulevard North Corridor Plan is to approach community planning and transportation planning as an intertwined process that focuses on Rainbow Boulevard as a community corridor. Rainbow Boulevard serves as a multi-modal spine (buses, cars, bikes, and pedestrians) that traverses multiple neighborhoods and serves primarily local residents that live within a distinctly characterized area. Issues develop when a rural community loses its character because the primary roadway is classified as, but does not operate at, an urban level.

The vision for the Rainbow Boulevard North Corridor is a walkable corridor that exudes the feeling of small town Americana similar to what can be found in many Western Main Streets. The Plan seeks to preserve the essence of the small amounts of remaining rural character along the Rainbow Boulevard North Corridor by emphasizing uses that serve the corridor community and encouraging development patterns that align with the single-family neighborhoods. It is important to note that this Plan does not exclude commercial or multi-family residential uses along the corridor; rather, it seeks to encourage those uses to contribute to the needs of the neighborhoods and aesthetically blend in with the community. It is anticipated that establishing a sense of place along the corridor is one of the strongest strategies for preserving the remaining elements of rural character by facilitating community involvement and strengthening the identity of the corridor.

Most of the land uses in the Ann-Rainbow portion of the Plan are dedicated to residential: the variety of zoning districts include: R-CL (Single Family Compact-Lot), R-1 (Single Family Residential), Residential Planned Development (R-PD) ranging in density from R-PD2 to R-PD8 and, in a smaller percentage, Single Family Residential – Restricted (R-D) and R-E (Residence Estates). Three of the four corners at the Ann Road and Rainbow Boulevard intersection and the three lots north of the northeast corner of Ann Road and Rainbow Boulevard are now zoned C-1 (Limited Commercial), which includes the subject site. Because of the subject site's adjacency to low density detached residential neighborhoods, the subject site is one of four lots that mostly affects the quality of life of the current residents.

The Plan recommends commercial development be limited to the Ann and Rainbow intersection and south thereof. The Plan's inventory analysis found that commercial development located elsewhere along the corridor would negatively impact the quality of life of existing residents, and non-residential development located north of Ann Road within the Plan area is highly discouraged. The preferred development outlined by the Rainbow North Corridor Plan for this section of the Character Area is residential and include:

- Duplexes that retain the bulk and scale of the surrounding neighborhood developments;
- Townhouses that are oriented to Rainbow Boulevard.

Staff continues to support the Rainbow Boulevard North Corridor Plan and finds the continued encroachment of commercial buildings and land uses north of Ann Road to be incompatible with the existing residential development that surrounds the subject site, including property zoned R-E (Rural Estates Residential) within an RNP (Rural Neighborhood Preservation) area in Clark County Nevada to the east. While the subject sites is zoned C-1 (Limited Commercial), it is still able to be rezoned and redeveloped into a residential land use that is compatible with the existing surrounding residential zoning districts and land uses.

One of the desired results of the implementation of the City of Las Vegas 2050 Master Plan is to strengthen the character of mature neighborhoods with the least intrusive infill development, such as single-family homes, townhomes and condominiums that also provide a mix of housing types in neighborhoods where transportation alternatives exist. Approximately 150 feet from the northwest corner off Ann Road and Rainbow Boulevard is a bus stop, in addition to one located approximately 170 feet from the southwest corner of Ann Road and Rainbow Boulevard making the subject site suitable for housing as outlined by the 2050 Master Plan.

In addition, a Waiver is requested to allow the proposed Liquor Establishment (Tavern) land use to be located 444 feet from an Individual Care Center [Child Care] Licensed for more than 12 Children where 1,500 feet is required. Staff is not able to support a Special Use Permit that does not meet the minimum Special Use Permit requirements set forth by Title 19.12 and is recommending denial of the requested Special Use Permit and Site Development Plan Review.

FINDINGS (22-0070-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The existence of a childcare center and large-lot single-family residential homes in the immediate area make the subject site incompatible with the existing surrounding land uses. The Rainbow Boulevard North Corridor Plan recommends commercial land uses not expand northward on Rainbow Boulevard past the immediate corner of Ann Road and Rainbow Boulevard encroaching upon the residential neighborhoods to the north.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site shares a property line with a large lot, rural single-family residential home to the east, and is less than 500 feet from an existing childcare facility on the west side of Rainbow Boulevard making the subject site not suitable for the proposed Liquor Establishment (Tavern) use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   If approved, half street improvements adjacent to the site including curb, gutter and sidewalk are required in association with the proposed development. Rainbow Boulevard is classified as a Primary Arterial by the Master Plan of Streets and Highways and will be adequate in size after the improvements are completed.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the requested Special Use Permit at the subject site is inconsistent with the General Plan which intends the existing Service Commercial land use designation to support low intensity commercial offices, businesses or retail.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Tavern use does not meet the minimum distance separation requirements between a Liquor Establishment (Tavern) and an individual care center licensed for more than 12 children located on the west side of Rainbow Boulevard, and a Waiver of this requirement is requested, which staff does not support.

FINDINGS (22-0070-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   Staff finds the proposed tavern development to be incompatible with the existing residential development adjacent to the subject site. Staff does not support the continuing encroachment of commercial development into a predominantly residential area, especially when the proposed commercial development is directly adjacent to property zoned R-E (Rural Estates Residential) within an RNP (Rural Neighborhood Preservation) area in Clark County Nevada. In addition, the subject site is within the North Rainbow Corridor Plan which specifically recommends residential type uses such as townhomes for the subject site if developed.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   If the Special Use Permit and Site Development Plan Review requests are approved, the proposed development would be consistent with the Rainbow North Corridor Plan which recommends residential development such as townhomes, not commercial development and land uses.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access would be provided from Rainbow Boulevard, a 100-foot Primary Arterial as classified by the Master Plan of Streets and Highways. At the intersection of Ann Road and Rainbow Boulevard, Rainbow Boulevard is a fully improved 100-foot right-of-way, but tapers down to approximately 50 feet due to the fact that north of the intersection are existing lot-large single family homes that are rural in nature and half street improvements are not required for such development. If this application is approved, half street improvements including sidewalk, curb and gutter will be required, and Rainbow Boulevard will be 100 feet in width adjacent to the subject site, only to immediately drop back down to 50 feet in width since the remaining parcels on the block directly north of the subject sites are still utilized as rural single-family homes with no street improvements. This will create a roadway that will negatively impact the predominantly residential neighborhood traffic that exists north of Ann Road.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials include stucco, stone and metal which are appropriate materials for the area and the City. The proposed landscape materials include ‘Desert Willow’ trees and ‘Desert Sage’ shrubbery which are appropriate for a desert climate.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations are not obnoxious or unsightly, and meet the minimum requirements set forth by Title 19.08 that requires all sides of a building to be coherently designed and treated with a consistent level of detailing and finish being required for all sides of a building.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development would be subject to review during the plan check and permitting process, as well as regular site inspections during construction. Once constructed, the use would be subject to business license review and continuing compliance once licensed. These measures are in place to protect the public health, safety, and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/17/18	The City Council approved a request for a General Plan Amendment (GPA-67883) from DR (Desert Rural Density Residential) and R (Rural Density Residential) to SC (Service Commercial) on 2.42 acres on the east side of Rainbow Boulevard, approximately 85 feet north of Ann Road. The Planning Commission recommended approval, staff recommended denial.
	The City Council approved a request for a Rezoning (ZON-67884) from R-E (Residence Estates) to C-1 (Limited Commercial) on 2.42 acres on the east side of Rainbow Boulevard, approximately 85 feet north of Ann Road. The Planning Commission recommended approval, staff recommended denial.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
	The City Council approved a request for a Site Development Plan Review (SDR-68324) for a proposed 28,800 square-foot general retail store, other than listed with a Waiver to allow a zero-foot landscape buffer where eight feet is required along the east perimeter on 2.42 acres on the east side of Rainbow Boulevard, approximately 85 feet north of Ann Road. The Planning Commission recommended approval, staff recommended denial.
04/23/19	The Planning Commission approved a request for a Special Use Permit (SUP-75124) for a proposed 2,985 square-foot Beer/Wine/Cooler Off-Sale Establishment Use at the northeast corner of Ann Road and Rainbow Boulevard. Staff recommended denial.
	The Planning Commission approved a request for a Site Development Plan Review (SDR-75125) for a proposed 19,785 square-foot Commercial Center including a 2,985 square-foot Convenience Store with Fuel Pumps and Canopy; and two, 8,400 square-foot Commercial Buildings with Waivers to not orient the buildings to the corner or the street front where such is required; to allow portions of the landscape buffer adjacent to the west property line to be three feet, and portions of the south property line to be five feet where 15 feet is required for both; and to allow portions of the landscape buffer adjacent to the east property line to be five feet where eight feet is required on 3.24 acres at the northeast corner of Ann Road and Rainbow Boulevard. Staff recommended denial.
08/10/21	The Planning Commission approved a request for a Special Use Permit (21-0320-SUP1) for a proposed 2,985 square-foot Beer/Wine/Cooler Off-Sale Establishment Use at 5620 North Rainbow Boulevard. Staff recommended denial.
	The Planning Commission approved a request for a Site Development Plan Review (21-0320-SDR1) for a proposed 2,985 square-foot Convenience Store with Fuel Pumps and Canopy with Waivers of Title 19 Landscape Buffer Requirements and to not orient the building to the corner where such is required on 0.82 acres at 5620 North Rainbow Boulevard. Staff recommended denial.
04/12/22	The Planning Commission voted (7-0) to hold in ABEYANCE 22-0070 [SUP1 and SDR1] to the May 10, 2022 Planning Commission meeting.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/10/22	The Planning Commission (4-3 vote) approved the following Land Use Entitlement project request on 1.05 acres at 5609 Ano Drive (APN 125-24-304-005), R-E (Residence Estates) Zone, Ward 6 (Fiore) • 22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED • 22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3,900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS
05/16/22	The Office of the City Clerk received an Appeal of the Approval of 22-0070-SUP1 and a Council Review of the Approval of 22-0070-SDR1 by the Planning Commission on the following Land Use Entitlement project requests on 0.79 acres at 5640 North Rainbow Boulevard (APN 125-26-410-006), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) • 22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED • 22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3.900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS.

Most Recent Change of Ownership	
04/1999	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
02/10/22	Staff provided the applicant a submittal checklist for the proposed tavern development.

Neighborhood Meeting
A neighborhood meeting was not required, but a voluntary neighborhood meeting was held on April 5, 2022. Staff was not in attendance of the voluntary neighborhood meeting.

Field Check	
02/26/22	Staff performed a routine field check to observe the subject site and confirm the existence of a child care facility located on the west side of Rainbow Boulevard. The existing single-family structure was in good condition, but staff was unable to determine if it was or wasn't currently being utilized as a single-family residence, or vacant.

Details of Application Request	
Site Area	
Gross Acres	0.79

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family, Detached	SC (Service Commercial)	C-1 (Limited Commercial)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Convenience Store (Under Construction)	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family, Detached	RNP (Rural Neighborhood Preservation) Clark County	R-E (Rural Estates Residential) Clark County
		RL (Residential Low) Clark County	
West	Single Family, Detached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
	General Retail Store	R (Rural Density Residential)	C-1 (Limited Commercial)

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***
Rainbow Boulevard North Corridor Plan	N*
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

**The Rainbow Boulevard North Corridor Plan recommends residential development for this area such as townhomes, and no commercial development north of the corner of Ann Road and Rainbow Boulevard.*

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	126 Feet	Y
Min. Setbacks			
• Front	10 Feet	177 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	10 Feet	N/A	N/A
• Rear	20 Feet	20 Feet	Y
Max. Lot Coverage	50 %	11 %	Y
Max. Building Height	15 Feet	30 Feet	Y*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	
Mech. Equipment	Screened	By Condition	

**All property to be developed for nonresidential or multifamily residential use that is located adjacent to property which is zoned R-E, R-D, R-1, R-SL or R-CL, unless such adjacent property is developed with a nonresidential use, shall conform to the residential adjacency standards set forth in this Subsection. The residential properties located along the east property line are not within the City limits and the Residential Adjacency Standards set forth by Title 19.08 do not apply. If applicable, Residential Adjacency Standards would require a 66-foot setback from the east property line as long as the parapets met the 3:1 slope requirement. If not, then the setback required would be 90 feet.*

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	13 Trees	8 Trees	N*
• South	1 Tree / 20 Linear Feet	13 Trees	8 Trees	N*
• East	1 Tree / 20 Linear Feet	7 Trees	6 Trees	N*
• West	1 Tree / 20 Linear Feet	3 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**36 Trees**	**22 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	12 Trees	12 Trees	Y

NE

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 8 Feet 8 Feet 8 Feet 15 Feet		 8 Feet 8 Feet 0 Feet 15 Feet	 Y Y N** Y
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	By Condition

**The applicant proposed trees planted every 30 feet on center which is not compliant with the minimum requirements of Title 19.08. Staff has added a Condition of Approval requiring trees be planted every 20 feet on-center as required by Title 19.08.*
***Due to an existing easement, the landscape buffer is not able to be located adjacent to the property line.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Rainbow Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	76-102	N*

**If approved, half street improvements including curb, gutter and sidewalk are required adjacent to the subject site.*

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	ADA	Regular	ADA	
Liquor Establishment (Tavern)	1,044 SF	1:50 SF for Public Areas	21				
	2,856 SF	1:200 SF for Back-of-House	15				
TOTAL SPACES REQUIRED			36		40		Y
Regular and Handicap Spaces Required			34	2	38	2	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 1,500 distance separation is required between a Liquor Establishment (Tavern) and an individual care center licensed for more than 12 children.	To allow a 444-foot distance separation from an individual care center licensed for more than 12 children.	Denial
An eight-foot wide landscape buffer is required adjacent to interior lot lines.	To allow a zero-foot wide landscape buffer adjacent to the east property line.	No Recommendation*

**Staff recognizes this Waiver request is not self-imposed, but due to the distance separation Waiver requested, staff is not able to support the proposed land use and associated development.*

Department of Public Works Traffic Study

Proposed 3.9 Thousand Square-Foot Tavern Replacing a Single-Family Dwelling				
Existing Use	***Description***	***#Unit***	***Rate/#Unit***	***Total***
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1.000	9.44	9
AM Peak Hour			0.74	1
PM Peak Hour			0.99	1
Proposed Use	***Description***	***#Unit***	***Rate/#Unit***	***Total***
Average Daily Traffic (ADT)	HIGH-TURNOVER (SIT-DOWN) RESTAURANT [1000 SF]	3.900	112.18	437
AM Peak Hour			9.94	39
PM Peak Hour			9.77	38
Proposed Use	***Description***	***#Unit***	***Rate/#Unit***	***Total***
Average Daily Traffic (ADT)	NET CHANGE	N/A	N/A	428
AM Peak Hour				38
PM Peak Hour				37
Existing Traffic on Nearby Streets				
Rainbow Boulevard				
Average Daily Traffic (ADT)			6,504	
PM Peak Hour (Heaviest 60 Minutes)			520	
Ann Road				
Average Daily Traffic (ADT)			29,379	
PM Peak Hour (heaviest 60 minutes)			2,350	
Traffic Capacity of Adjacent Streets:				
Adjacent Street ADT Capacity				
Rainbow Boulevard			29,085	
Bradley Road			59,900	
Summary				
This project will add approximately 428 trips per day on Rainbow Boulevard and Ann Road. Currently, Rainbow Boulevard is at about 22 percent of capacity and Ann Road is at about 49 percent of capacity. With this project, Rainbow Boulevard is expected to be at 24 percent of capacity and Ann Road to be at about 50 percent of capacity.				
Based on Peak Hour use, this expansion will add into the area roughly 38 additional peak hour trips, or about two every three minutes.				

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, Special Use permit

Project Address (Location) 5640 N. Rainbow Blvd, Las Vegas, NV 89130

Project Name Tavern at Rainbow and Ann **Proposed Use**

Assessor's Parcel #(s) 125-26-410-006 **Ward #** 6

General Plan: Existing SC Proposed SC **Zoning:** Existing C-1 Proposed C-1

Additional Information +/-3,900 square foot tavern building

Property Owner Debra Reoch Contact Debra Reoch

Address 5640 N. Rainbow City Las Vegas State NV Zip 89130

E-mail Phone 702.306.6608

Applicant Cleveland Welter LLC Contact Brian Fike

Address 3960 Howard Hughes Pkwy City Las Vegas State NV Zip 89169

E-mail Phone 702.279.7900

Representative Carroll Design Collaborative Contact Andrea Carroll

Address 1980 Festival Plaza Drive, Suite 450 City Las Vegas State NV Zip 89135

E-mail andrea@carroll.design Phone 720.227.1216

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 Debra Reoch

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Debra Reoch

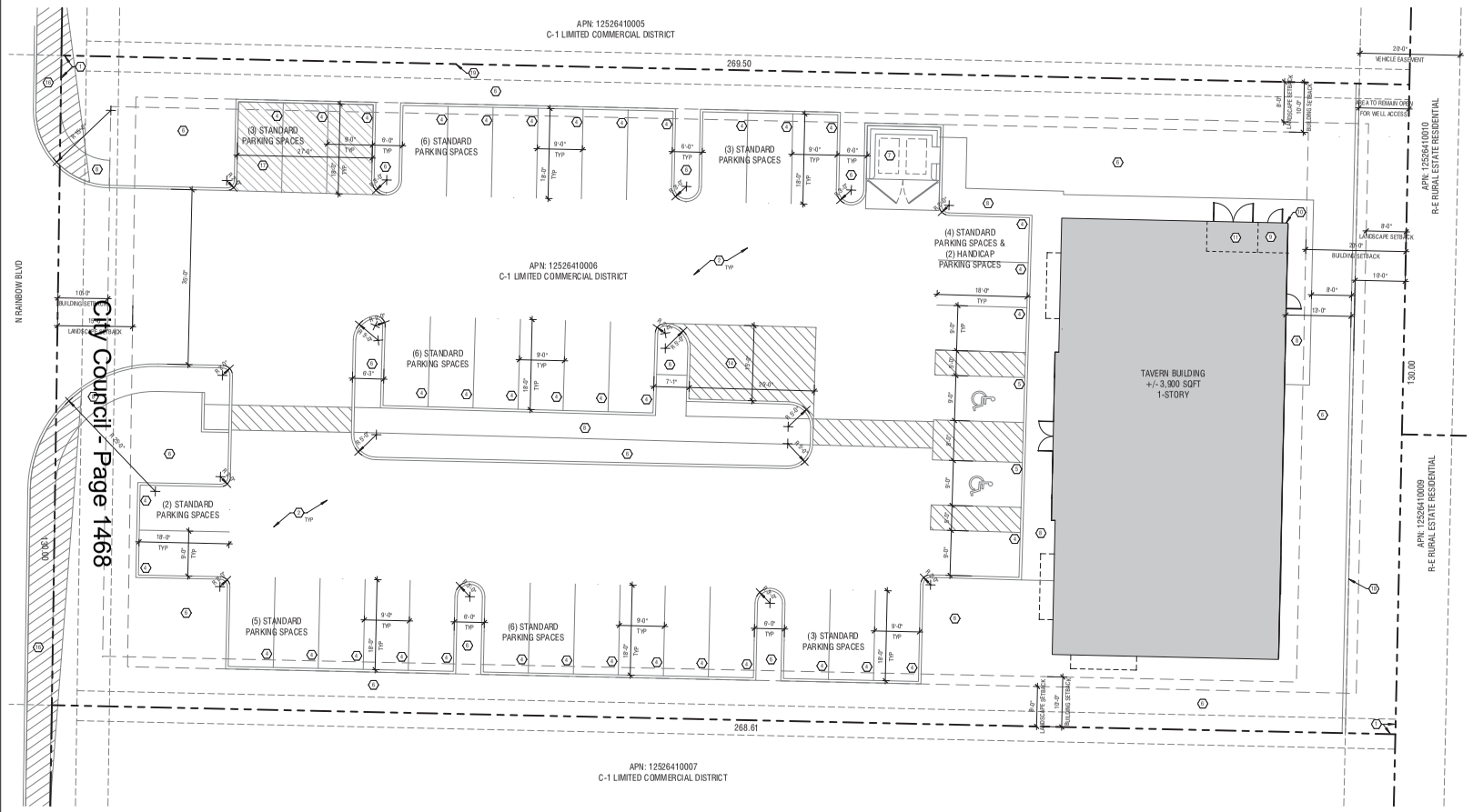
Subscribed and sworn before me

This 12 day of February, 20 22

Notary Public in and for said County and State

RYAN PULLIAM
Notary Public, State of Nevada
No. 02-[illegible]
My Appt. Exp. Feb. 14, 2025

22-0070
02/17/2022



1 SITE PLAN
3/32" = 1'-0"
0 5 10

SITE DATA

JURISDICTION:	CITY OF LAS VEGAS
PARCEL #:	12526410006
CURRENT/PROPOSED ZONING CLASSIFICATION:	C-1 LIMITED COMMERCIAL DISTRICT
CURRENT/PROPOSED GENERAL PLAN AMENDMENT:	SC SERVICE COMMERCIAL
SPECIAL USE PERMIT REQUIRED:	YES☒ NO☐
SITE AREA:	+/- 0.79 ACRES
TOTAL BUILDING AREA:	TAVERN BUILDING = +/- 3,900 SF - 1 STORY TOTAL NEW BUILDING AREA: +/- 3,900 SF

PARKING ANALYSIS

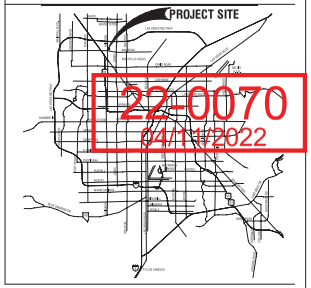
BUILDING NAMES:	TAVERN BUILDING
BUILDING AREA:	+/- 3,900 SF
PARKING REQUIRED:	REQUIRED: 36
TOTAL REQUIRED PARKING - 36	
PUBLIC SEATING/WAITING AREA (1 PARKING SPACE : 50 SF)	1,044 SF / 50 SF = 21 PARKING SPACES
REMAINING GROSS FLOOR AREA (1 PARKING SPACE : 200 SF) MIN 10 SPACES	2,856 SF / 200 SF = 15 PARKING SPACES
TOTAL SITE PARKING (REGULAR STALL):	34
TOTAL SITE PARKING (ACCESSIBLE STALL):	2
PARKING STALLS REMOVED FROM DEMOLITION:	0
TOTAL PROVIDED PARKING - 40	
TOTAL SITE PARKING (REGULAR STALL):	38
TOTAL SITE PARKING (ACCESSIBLE STALL):	2

BICYCLE PARKING
1 PER 20,000 SF IS REQUIRED - 2 BICYCLE PARKING SPACES ARE REQUIRED AND PROVIDED

SITE PLAN KEYNOTES

	KEYNOTES
1	PROPERTY LINE
2	NEW ASPHALT PAVING
3	NOT USED
4	STANDARD PARKING SPACES
5	VAN ACCESSIBLE HANDICAP PARKING SPACE WITH APRON(S)
6	LANDSCAPE AREA
7	TRASH ENCLOSURE
8	SIDEWALK
9	FIRE RISER ROOM
10	FIRE DEPARTMENT CONNECTION
11	ELECTRICAL ROOM
12	NOT USED
13	24' FIRE LANE
14	LOADING ZONE
15	NOT USED
16	SITE VISIBILITY ZONE
17	DIAGONAL HATCH REPRESENTS FUTURE VEHICULAR ACCESS TO BE DETERMINED AT A LATER DATE
18	NEW 6' HIGH BLOCK WALL
19	EXISTING BLOCK WALL TO REMAIN

PROJECT VICINITY MAP



22-0070
04/11/2022

City Council - Page 1468

CARROLL DESIGN COLLABORATIVE
1980 FESTIVAL PLAZA DRIVE, SUITE 400 LAS VEGAS, NV 89135

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Consultant

Project Name
TAVERN ON RAINBOW & ANN
5474 N RAINBOW BLVD, LAS VEGAS, NV 89130

No.	Date	Description
	12 APR 2022	ENTITLEMENT PACKAGE

Seal

Title
SITE PLAN - BW

Project Number
21-021

4/11/2022 10:53:24 AM

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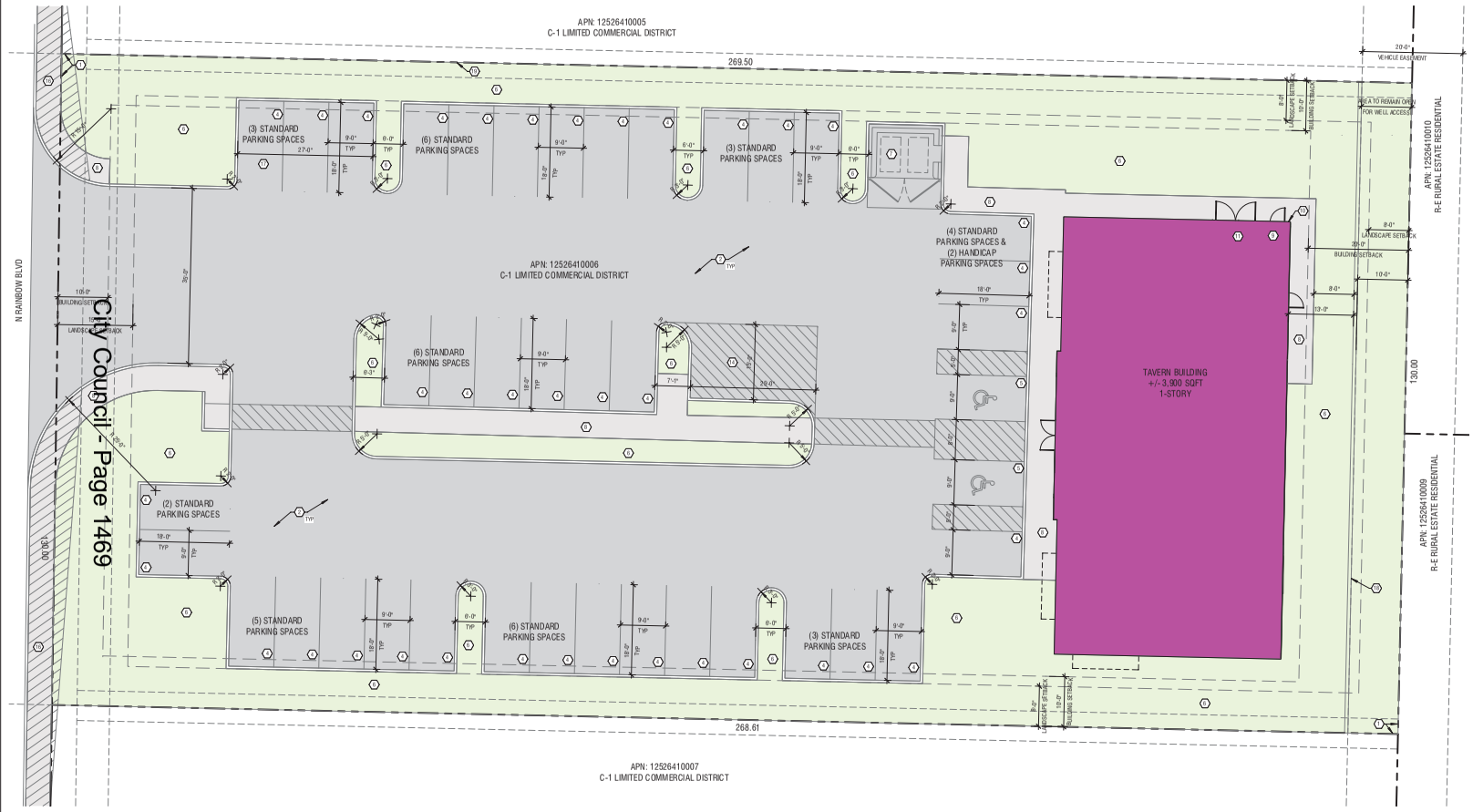

City Council - Page 1469

1 SITE PLAN
3/32" = 1'-0"
0 5 10

SITE DATA

JURISDICTION:	CITY OF LAS VEGAS
PARCEL #:	12526410006
CURRENT/PROPOSED ZONING CLASSIFICATION:	C-1 LIMITED COMMERCIAL DISTRICT
CURRENT/PROPOSED GENERAL PLAN AMENDMENT:	SC SERVICE COMMERCIAL
SPECIAL USE PERMIT REQUIRED:	YES☒ NO☐
SITE AREA:	+/- 0.79 ACRES
TOTAL BUILDING AREA:	TAVERN BUILDING = +/- 3,900 SF - 1 STORY TOTAL NEW BUILDING AREA: +/- 3,900 SF

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BUILDING AREA:	+/- 3,900 SF
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TOTAL SITE PARKING (ACCESSIBLE STALL):	2
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TOTAL PROVIDED PARKING - 40	
TOTAL SITE PARKING (REGULAR STALL):	38
TOTAL SITE PARKING (ACCESSIBLE STALL):	2

BICYCLE PARKING
1 PER 20,000 SF IS REQUIRED - 2 BICYCLE PARKING SPACES ARE REQUIRED AND PROVIDED

SITE PLAN KEYNOTES

	KEYNOTES
1	PRIORITY LINE
2	NEW ASPHALT PAVING
3	NOT USED
4	STANDARD PARKING SPACES
5	VAN ACCESSIBLE HANDICAP PARKING SPACE WITH APRON(S)
6	LANDSCAPE AREA
7	TRASH ENCLOSURE
8	SIDEWALK
9	FIRE RISER ROOM
10	FIRE DEPARTMENT CONNECTION
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12	NOT USED
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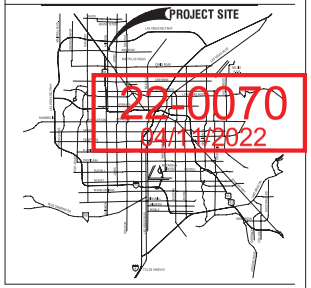
18	NEW 6' HIGH BLOCK WALL
19	EXISTING BLOCK WALL TO REMAIN

PROJECT VICINITY MAP



22-0070
04/11/2022

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Consultant

Project Name
TAVERN ON RAINBOW & ANN
5441 N RAINBOW BLVD, LAS VEGAS, NV 89130

No.	Date	Description
	12 APR 2022	ENTITLEMENT PACKAGE

Seal

Title
SITE PLAN

Project Number
21-021

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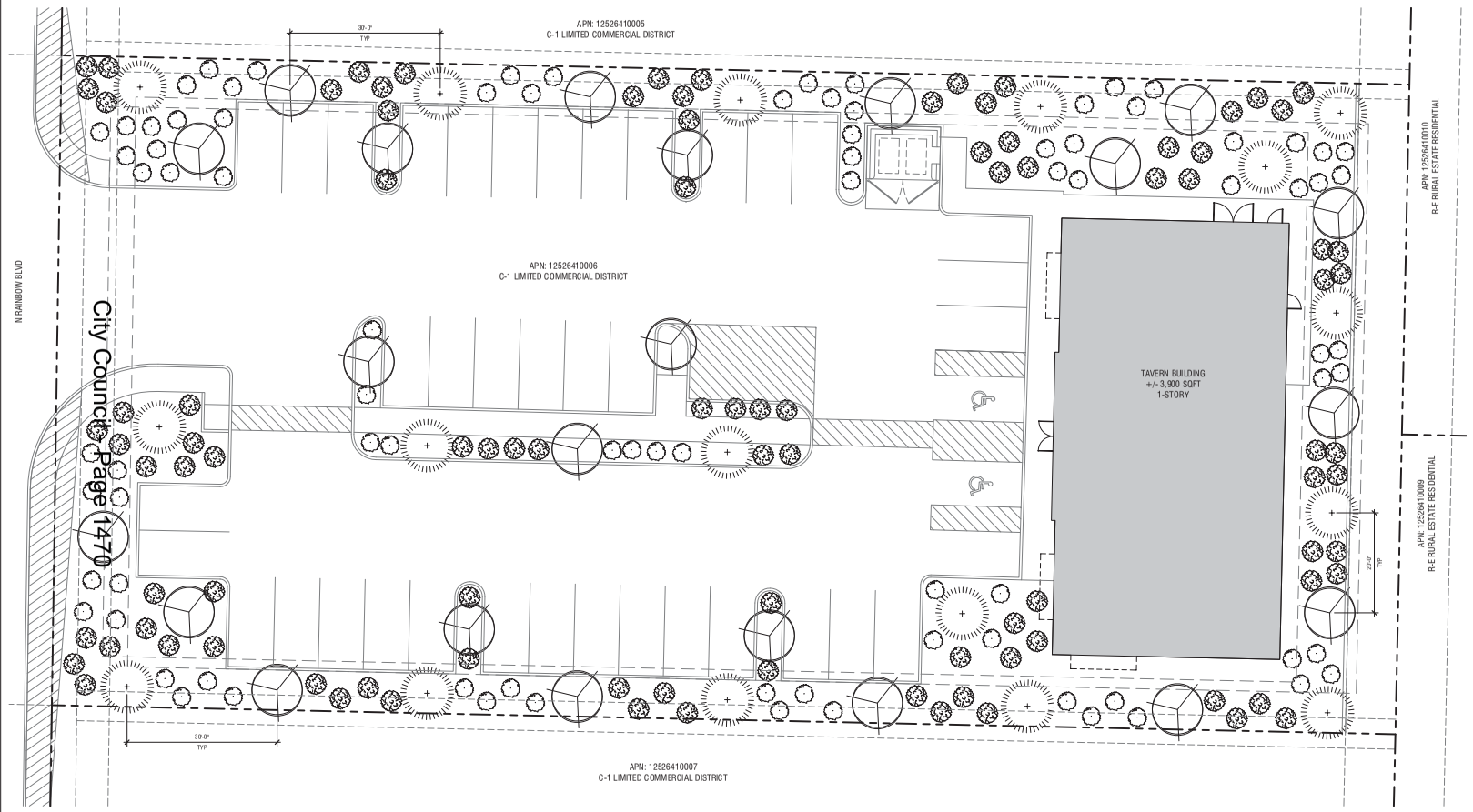


1 LANDSCAPE PLAN
3/32" = 1'-0"
0 5 10

LANDSCAPE LEGEND (TREES)

SYMBOL	SIZE	COMMON NAME	BOTANICAL NAME	QUANTITY
+	36 INCH BOX	DESERT MUSEUM PALO VERDE	PARKINSONIA X 'DESERT MUSEUM'	17
	36 INCH BOX	DESERT WILLOW	CHILOPSIS LINEARIS 'ARTS SEDLESS	22

LANDSCAPE LEGEND (SHRUBS)

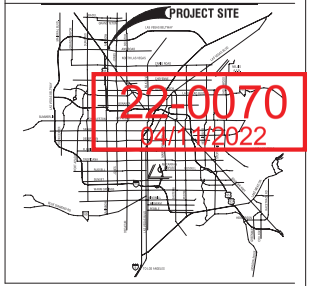
SYMBOL	SIZE	HEIGHT	COMMON NAME	BOTANICAL NAME	QUANTITY
	5 GALLON	2'-0"	DAMIANTA	CHRYSACTINA MEXICANA	86
	5 GALLON	2'-0"	DESERT SAGE	SALVIA DORRII	96

ROCK MULCH

APPLY A 2" DEEP LAYER OF 3/4" SIZE SCREENED 'PALOMINO TAN' ROCK MULCH IN ALL PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE ROCK MULCH TO THE LANDSCAPE ARCHITECT, ARCHITECT OR OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION. THERE ARE TO BE NO BARE AREAS WITHOUT ROCK MULCH. TOP OF ROCK MULCH SHALL BE 1" BELOW FINISH SURFACE OF ADJACENT PAVING.

ALL SLOPES 2:1/2:1 OF GREATER SHALL HAVE 2" TO 4" ROCK TO MATCH THE 'PALOMINO TAN' ROCK SOURCE.

PROJECT VICINITY MAP



22-0070
04/11/2022

City Council Page 1470

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1980 FESTIVAL PLAZA DRIVE, SUITE 450 LAS VEGAS, NV 89135

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Consultant

Project Name
TAVERN ON RAINBOW & ANN
5440 N RAINBOW BLVD, LAS VEGAS, NV 89130

No.	Date	Description
	12 APR 2022	ENTITLEMENT PACKAGE

Seal

Title
LANDSCAPE PLAN - BW

Project Number
21-021

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1 LANDSCAPE PLAN

LANDSCAPE LEGEND (TREES)

SYMBOL	SIZE	COMMON NAME	BOTANICAL NAME	QUANTITY
	36 INCH BOX	DESERT MUSEUM PALO VERDE	PARKINSONIA X 'DESERT MUSEUM'	17
	36 INCH BOX	DESERT WILLOW	CHILOPSIS LINEARIS 'ARTS SEEDLESS'	22

LANDSCAPE LEGEND (SHRUBS)

SYMBOL	SIZE	HEIGHT	COMMON NAME	BOTANICAL NAME	QUANTITY
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ALL SLOPES 2:1/2:1 OF GREATER SHALL HAVE 2" TO 4" ROCK TO MATCH THE 'PALOMINO TAN' ROCK SOURCE.

PROJECT VICINITY MAP



CARROLL DESIGN COLLABORATIVE

1980 FESTIVAL PLAZA DRIVE, SUITE 450 LAS VEGAS, NV 89135

Consultant

Project Name

TAVERN ON RAINBOW & ANN

No. | Date | Description

12 APR 2022 ENTITLEMENT PACKAGE

Seal

Title

LANDSCAPE PLAN

Project Number

21-021

ENT 1.004

22-0070
04/11/2022

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COLLABORATIVE
1980 FESTIVAL PLAZA DRIVE, SUITE 450 LAS VEGAS, NV 89135

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Consultant

Project Name
TAVERN ON RAINBOW
& ANN
5640 N RAINBOW BLVD, LAS VEGAS, NV 89130

No.	Date	Description
	12 APR 2022	ENTITLEMENT PACKAGE

Seal

Title
FLOOR PLAN

Project Number
21-021

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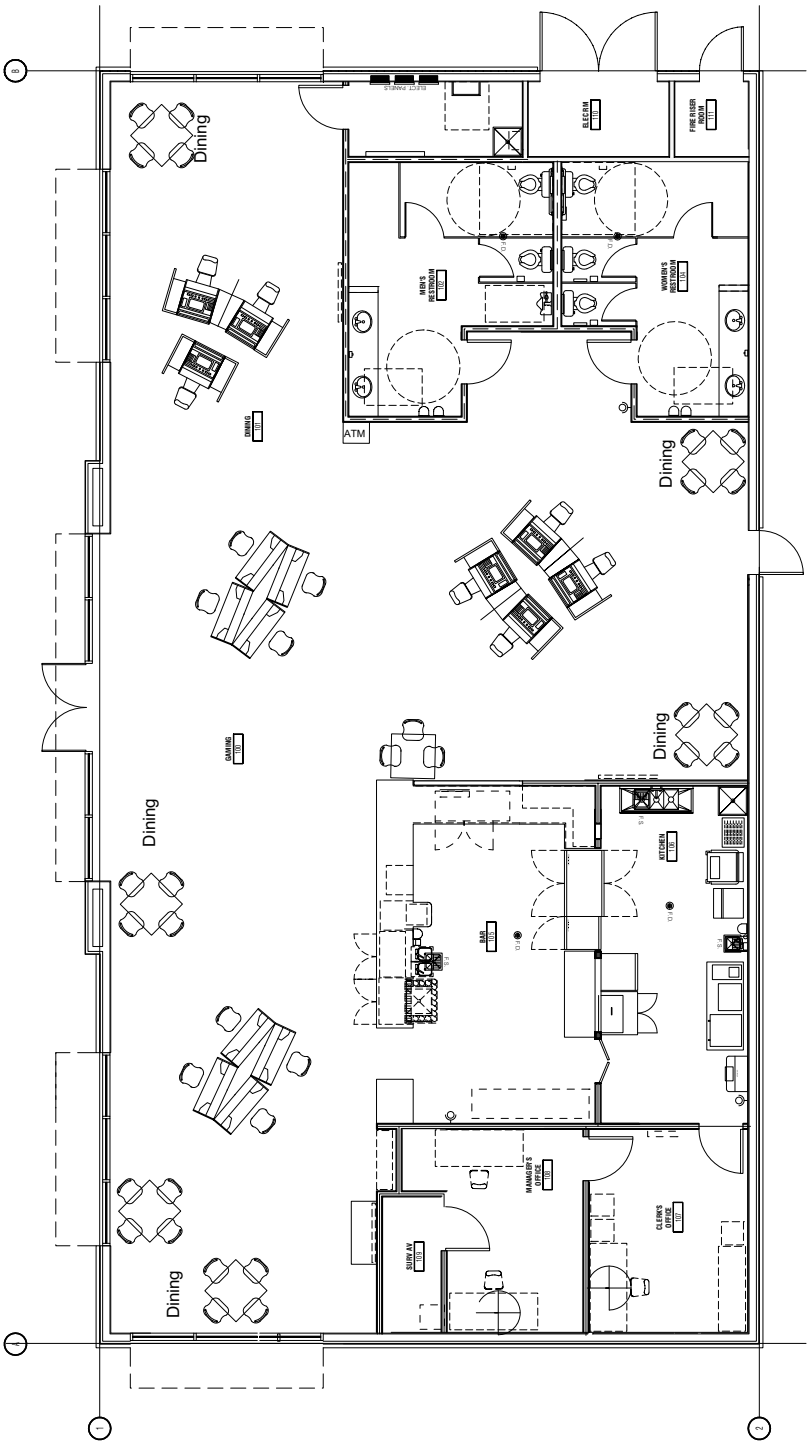
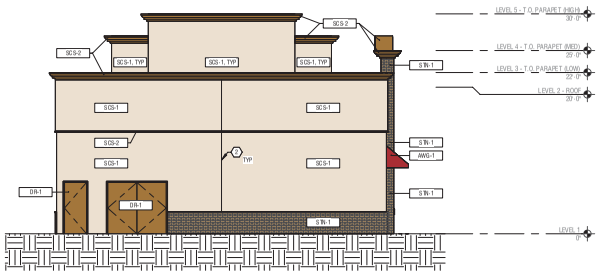
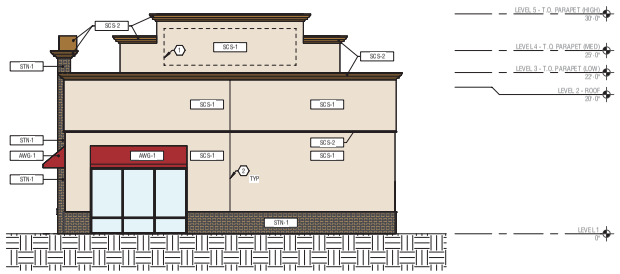
22-0070
05/09/2022



1 FLOOR PLAN
1/8" = 1'-0"
0 2 4



1 NORTH ELEVATION
1/8" = 1'-0"
0' 4' 8'



2 SOUTH ELEVATION
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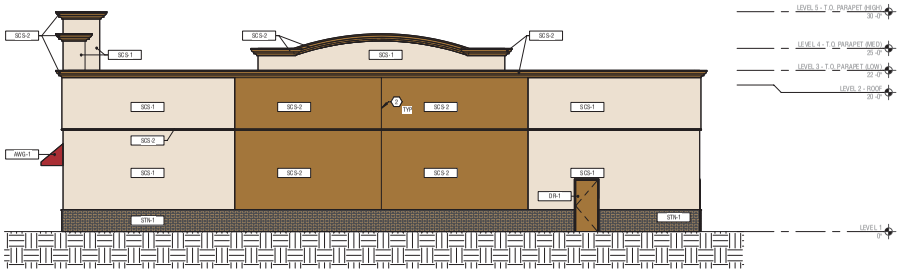
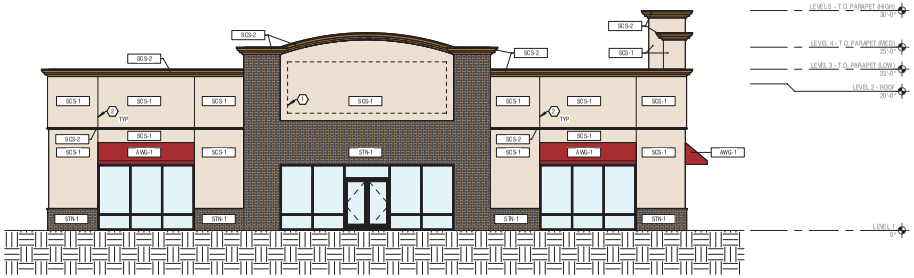
0' 4' 8'



3 EAST ELEVATION
1/8" = 1'-0"
0' 4' 8'



4 WEST ELEVATION
1/8" = 1'-0"
0' 4' 8'

EXTERIOR FINISH LEGEND

SCS-1	ITEM NAME:	SINGLE COAT SYNTHETIC STUCCO
	MANUFACTURER:	OMEGA PRODUCTS INTERNATIONAL / SHERWIN WILLIAMS
	PRODUCT INFO:	OMEGA FLIX
	SIZE:	N/A
	FINISH / COLOR:	STEEL TROWEL / FINE / SNOW (SW 9202) / COLOR - CASA BLANCA (SW 7571)
SCS-2	ITEM NAME:	SINGLE COAT SYNTHETIC STUCCO
	MANUFACTURER:	OMEGA PRODUCTS INTERNATIONAL / SHERWIN WILLIAMS
	PRODUCT INFO:	OMEGA FLIX
	SIZE:	N/A
	FINISH / COLOR:	STEEL TROWEL / FINE / SNOW (SW 9202) / COLOR - GALLANT GOLD (SW 6391)
STN-1	ITEM NAME:	STONE
	MANUFACTURER:	-
	PRODUCT INFO:	-
	SIZE:	N/A
	FINISH / COLOR:	-
	NOTES:	-
AWG	ITEM NAME:	AWNING
	MANUFACTURER:	-
	PRODUCT INFO:	-
	SIZE:	VARIES
	FINISH / COLOR:	RED
	NOTES:	-
MUL-1	ITEM NAME:	METAL STOREFRONT MULLION
	MANUFACTURER:	-
	PRODUCT INFO:	-
	SIZE:	N/A
	FINISH / COLOR:	BLACK
	NOTES:	-
DR-1	ITEM NAME:	METAL DOOR
	MANUFACTURER:	-
	PRODUCT INFO:	-
	SIZE:	VARIES
	FINISH / COLOR:	GALLANT GOLD (SW 6391)
	NOTES:	-

EXTERIOR ELEVATION KEYNOTES

KEYNOTES

1 SIGNAGE UNDER SEPARATE PERMIT

2 REVEAL

22-0070
04/11/2022

CARROLL DESIGN COLLABORATIVE
1980 FESTIVAL PLAZA DRIVE, SUITE 450 LAS VEGAS, NV 89135

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Consultant

Project Name
TAVERN ON RAINBOW & ANN
5649 N RAINBOW BLVD, LAS VEGAS, NV 89130

No.	Date	Description
	12 APR 2022	ENTITLEMENT PACKAGE

Seal

Title
EXTERIOR ELEVATIONS

Project Number
21-021
4/11/2022 8:14:13 AM

ENT 2.101

Materials can be found on exterior elevations

22-0070
02/17/2022



22-0070-SUP1 AND 22-0070-SDR1 - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH
5640 NORTH RAINBOW BOULEVARD

02/26/2022



22-0070-SUP1 AND 22-0070-SDR1 - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH
5640 NORTH RAINBOW BOULEVARD

02/26/2022

COLLABORATIVE

February 17, 2022

City of Las Vegas Department of Planning
495 S. Main Street
Las Vegas, NV 89101

RE: Justification Letter: APN: 125-26-410-006
(Special Use Permit & Site Development Plan Review)

To Whom it may concern:

Carroll Design Collaborative is representing the applicant who would like to apply for a design review and special use permit for a new Tavern building north of the intersection of W. Ann Road and N. Rainbow Blvd. (APN: 125-26-410-006).

The subject parcel is located north of the northeastern intersection of W. Ann Road and N. Rainbow Blvd. and is currently zoned C-1 Limited Commercial District with a general plan of Service Commercial. The Tavern use on this C-1 site will require a special use permit which we would like to apply for with this application as well as a site development plan review. With this proposed project near the intersection of two arterial streets, this parcel is located near a highly trafficked intersection suitable for a Tavern use.

The project consists of one +/-3,900 square foot Tavern building with +/-1,049 square feet of public seating/waiting area and +/-2,851 square feet of remaining gross square footage which does result in the requirement of 36 parking stalls where 38 are provided. The exterior of the building is shown in the attached elevations with a max height of 30'. The materials of the building will consist of a mixture of stone and single coat stucco with a neutral palette and colorful awnings to add accents to the building.

Based on the square footage of public seating/waiting area and the remaining gross floor area, this project requires 36 parking stalls where 36 parking stalls are provided.

We feel that this proposed project would be a great addition to the area and follows the requirements set forth by City of Las Vegas Title 19. We would greatly appreciate the staff's recommendation for approval. If you have any questions, please contact us at 702-806-6349.

Thank you,

Andrea L. Carroll
Principal Architect
NCARB(NV #7598)
Carroll Design Collaborative

22-0070
02/17/2022

22-0070-SDR1
Cleveland Welter, LLC

5640 N Rainbow Boulevard

Proposed 3.9 thousand square foot tavern replacing a single family dwelling.

Traffic produced by proposed development:

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DU]	1.000	9.44	9
AM Peak Hour			0.74	1
PM Peak Hour			0.99	1

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	HIGH-TURNOVER (SIT-DWN) RESTRNT [1000 SF]	3.900	112.18	437
AM Peak Hour			9.94	39
PM Peak Hour			9.77	38

Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	NET CHANGE			**428**
AM Peak Hour				**38**
PM Peak Hour				**37**

Existing traffic on all nearby streets:

Rainbow Boulevard	
Average Daily Traffic (ADT)	6,504
PM Peak Hour	520
(heaviest 60 minutes)	

Ann Road	
Average Daily Traffic (ADT)	29,379
PM Peak Hour	2,350
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Rainbow Boulevard	29,085
Ann Road	59,900

This project will add approximately 428 trips per day on Rainbow Blvd and Ann Rd. Currently, Rainbow is at about 22 percent of capacity and Ann is at about 49 percent of capacity. With this project, Rainbow is expected to be at 24 percent of capacity and Ann to be at about 50 percent of capacity.

Based on Peak Hour use, this expansion will add into the area roughly 38 additional peak hour trips, or about two every three minutes.

Note that this report assumes all traffic from this development uses all named streets.

My name is Maggie Bray and I own a private non-profit elementary school (Innovation Academy) in the NW part of Las Vegas. My school serves children in Clark County who would otherwise not be able to attend school in a traditional school setting (severe food allergies and specific academic needs, etc). My school is a neighbor to **five other schools** who reside within a couple miles of hundreds of school aged children.

Dotty's Tavern was approved by the LV City planning commission to build next to Innovation Academy in an adjacent area that is 444-feet away (from the Nevada Gaming Commission mandated 1,500-feet) from my school and a preschool. The decision to build this, places my education license with the State Department of Education at risk of being revoked - a fact I shared with the planning commission. The safety of our children is at risk.

Other key education leaders and I have gathered 583 signatures opposing the building of a bar and casino… 444-feet from my school, this community's school and other nearby schools. Children will pass by Dotty's as they walk to Neil Elementary school and other school facilities, TWICE a day.

A woman was robbed then murdered in a Dotty's Tavern parking lot. Her death is a warning that we, as neighbors, are obligated to listen to.

Dotty's was granted approval to build next door to my business, a preschool and more. We have fought so very hard to oppose this. Thousands of kids and families will be affected by this decision and their safety is at risk. We fought at the planning commission meeting and lost. We are to preserve the quality of life that our kids have enjoyed for many years and not invite more crime into our lives with needless taverns and bars.

City Commissions that voted in favor of the building of Dotty's said "Dotty's is a mild casino" and also Jay Brown the attorney of Dotty's stated "the number one selling drink sold at Dottie's is water". I don't consider armed robbery and murder "mild".

This appeal is a formal request for the planning commissioners that voted to approve it on the basis of it being "safe" to reconsider and vote appropriately now that there is proof that it is not safe.

I'd bet the woman who was robbed and then murdered would disagree, if she could.

Best,

Maggie Bray
Personal cell: (702) 300-9287

RECEIVED
CITY CLERK
2022 MAY 17 P 2:06

RECEIVED
CITY CLERK
2022 MAY 11 P 2:06

RECEIVED
CITY CLERK
2022 MAY 11 P 2:06

We **Oppose** Dotty's Bar ***receiving a waiver*** to be ***less than 1500 Feet*** from an Elementary School. We also do not want a bar less than 300 feet from our Preschool!

STUDENT	PRINTED NAME	ADDRESS	SIGNATURE
1	Warren Harris	6450 Glen River Circle	[illegible]
2	RAY STAHL	6406 Glen River Circle	[illegible]
3	Amanda Stahl	6406 Glen River Circle	Amanda Stahl
4	Melinda Carter	6471 Glen River	[illegible]
5	Donald Sperry	6488 Crest Estates St	[illegible]
6	Katherine Cholly	6433 Mission Crest	[illegible]
7	Michael Scher	6445 Mission Crest Ave	[illegible]
8	Greg Scher	6445 Mission Crest Ave	[illegible]
9	Becky Pathen	6457 Mission Crest Ave	[illegible]
10	McKinley McPherson	6457 Mission Crest Ave	McKinley McPherson
11	PETER GONZALEZ	6493 Mission Crest	[illegible]
12	Cheryl Lynn Taylor	6493 Mission Crest	[illegible]
13	Lindsay Salerius	6517 Mission Crest Ave	Lindsay Salerius
14	Peter Priest	6529 Mission Crest Ave	[illegible]
15	Robert R Kolovos	6541 Mission Crest Ave	[illegible]
16	Andreaya Okaikoi	6553 Mission Crest Ave	Andreaya
17	Sabah Benson	6553 Mission Crest Ave	[illegible]
18	Geraldine Kelley	6589 Mission Crest Ave	[illegible]
19	Stephen Parker	6471 Brown Eagle St	[illegible]
20	James Dunlap	6421 Brown Eagle St	[illegible]
21	Raelynn Nagaoka	6411 Brown Eagle St	[illegible]
22	Dominick Nagaoka	6411 Brown Eagle St	[illegible]
23	AJ MacQuarrie	6411 Brown Eagle St	[illegible]
24	Warren MacQuarrie	6411 Brown Eagle St	[illegible]
25	RICHARD SCHRAFT	6425 GLEN RIVER CIR	[illegible]
26	Kylee Schraft	6425 Glen River Cir	[illegible]
27	Theresa Pagano	6448 Glen River Cir	T Pagano
28	Frank Pagano	6448 Glen River Cir	Frank Pagano
29	Pasquale Pagano	6448 Glen River Cir	P Pagano
30	Mark Stewart	6454 Glen River Cir	[illegible]
31	Aubrey Stewart	6454 Glen River Cir	Aubrey Stewart
32	Misti Albright	6681 Mustang St	M Albright
33	Steven Albright	6681 Mustang St	[illegible]
34	Janet Michelson	6681 Mustang St	Janet Michelson
35	Robin Michelson	6681 Mustang St	Robin Michelson
36	DAVID SORENSEN	6725 Mustang St	[illegible]
37	ROYCE SORENSEN	✓ ✓ ✓	[illegible]
38	[illegible]	6715 Mustang St	[illegible]
39	[illegible]	6735 Mustang St	[illegible]
40	Carol Barlow	6745 Mustang St	Carol Barlow
41	Ray Barlow	6745 Mustang St	[illegible]
42	Larry McMahon	6780 Mustang St	[illegible]

PETITION TO STOP THE BUILDING OF A DOTTY'S CASINO ON THE SAME STREET OF SCHOOLS

EDUCATION FIRST casinos second

We, the undersigned, are concerned citizens who urge our leaders to act now and stop the building of a Dotty's in the neighborhood of multiple schools.

	Student Name	Street Name	City	State	Zip Code	Guardian Name	Signature	Date
1.	MAXIMILIANO GACITUA	5876 CORY PL	LV	NV	89107			
2.	WESTON/JESSICA LUCAS	8313 SPRING ARTS AVE	LV	NV	89129		Carli Kremy	
3.	APALONIA/ SOLOMON WARNER	6412 CASAMAR ST	NLV	NV	89086			
4.	DOMENICA ROMAN	9051 ECHELON POINT DR #2014	LV	NV	89149			
5.	MAKAI/LONDON SMITH	3151 SOARING GULLS DRIVE #1192	LV	NV	89178			
6.	MARLEY HALL	8100 DEFIANCE AVE	LV	NV	89129			
7.	ALICIA WHITE	Briar Rose Lane	LV	NV	89130			
8.	NIKOLAS MATHEWS	5105 JACARILLA LANE	NLV	NV	89031			
9.	ETHAN MUCIKYAN	1701 PLATA PICO DR	LV	NV	89128			
10.	RILEY SEITZ	7707 Sugarloaf Peak St	LV	NV	89166		Liza Seitz	
11.	CRISTIAN JORDAN JOHNSON	10549 DANIELSON AVE	LV	NV	89129			
12.	TEDRA SIMON	1237 W ALEXANDER RD #123	NLV	NV	89032			
13.	PHOEBE KOS PALMA	6100 SENECA SPRINGS ST	LV	NV	89149			
14.	VANYA MAQUEIRA-	104 SPUR RANCH AVE	LV	NV	89032			

	ALDRETE					
15.	NALA RONGOMAS	6913 FOX SPARROW CT	NLV	NV	89084	
16.	OLIVER BELLAMY	3200 MASON AVE	LV	NV	89102	
17.	AARIAH HOLMES	5602 MACKENZIE PARK CT	LV	NV	89130	
18.	AURORA SHELTON	764 E TWAIN AVE #204	LV	NV	89169	
19.	DAKOTA ARTIS	6829 BOULDER VIEW ST	LV	NV	89084	
20.	ABBY/ MADDOX BRAY	5945 N EL CAPITAN WAY	LV	NV	89149	
21.	ALEXIS GRIMSTEAD	3313 HELMSMAN DR	NLV	NV	89032	
22.	JACE/EVAN/LUCY HARPER	6035 GABRIELLE CAROL CIRCLE	LV	NV	89149	
23	KAIDA COLLINS	6892 DEER ISLE ST	LV	NV	89149	
24.	SYDNEY BOSS-PRICE	5625 S Hollywood BLVD APT 112	LV	NV	89122	
25.	NYSSA MORGAN	7221 HAZEL PLAIN AVE	LV	NV	89131	
26.	SEAN RICHMOND	5432 ROYAL VISTA LN	LV	NV	89149	
27.	FELIX SHERIDAN	12439 ISLAND BELLS AVE	LV	NV	8918	
28.	AJ BARKER	7817 MEADOWROBIN AVE	LV	NV	89131	
29.	DANE/STELLA HANSEN	11012 EDINA CT	LV	NV	89144	
30.	LILYTH BUST	5605 GREEN FERRY AVE	LV	NV	89131	
31.	SCARLETT BALZAR	7215 CASSIOPEIA STREET	LV	NV	89084	
32.	NICHOLE MATTHIS	8652 DODDS CANYON ST	LV	NV	89131	
33.	RILEY SALAZAR	6390 TEMPTING CHOICE	LV	NV	89131	

		AVE						
34.	NICHOLAS/ LAUREN GOMEZ	6575 WHISPERING SANDS DR	LV	NV	89131			
35.	LAYLA LAFRANCE	2604 Cornish Hen	NLV	NV	89084			
36.	REBEKAH MADDOX	10537 THOR MOUNTAIN LN	LV	NV	89166			
37.	WYATT SCHOEN	5612 ROCKY RAVINE RD	LV	NV	89131			
38.	VIOLET TOMLINSON	10762 Bayview House Ave	LV	NV	89166			
39.	EBONY JAMES	3949 W ALEXANDER RD	NLV	NV	89032			
40.	MACKENZY SHINBAUM	10633 SARIAH SKYE AVE	LV	NV	89124			
41.	ELIANA EFFEL	10184 FIRE SKYE AVE	LV	NV	89166			
42.	LONDON SMITH	3151 SOARING GULLS DRIVE #1192	LV	NV	89178			
43.	NALA RONGOMAS	6913 FOX SPARROW CT	NLV	NV	89084			
44.	KAIDA COLLINS	6892 DEER ISLE ST	LV	NV	89149			
45.	KALISTA WILLIAMS	6212 RED PINE CT	LV	NV	89130			
46.	EMILY MCPRIDE	6161 DENTON RANCH RD	LV	NV	89131			
47.	GUILLERMO FELIX	7078 SILENT BAY ST	NLV	NV	89086			
	Gavin	9230 Red Cinder St	LV	NV	89131			
	Evan Dotsenko	12439 Island Bells Ave			89138			
	Lucas	2810 Coff Ct NLV 89031						

We **Oppose** Dotty's Bar ***receiving a waiver*** to be ***less than 1500 Feet*** from an Elementary School. We also do not want a bar less than 300 feet from our Preschool!

STUDENT	PRINTED NAME	ADDRESS	SIGNATURE
43	Yesenia Woolard	9009 Burjem Park Ave	[illegible]
44	Kimberly Morrow	6148 Shoebill St.	[illegible]
45	Denice Fisher	8117 San Mateo St.	[illegible]
46	Jackie Justice	5221 Welch Valley Ave	[illegible]
47	Shelby Gilbert	4310 Valley Regents Dr	[illegible]
48	Kelli McElvany	5020 Whistling Acres Ave	[illegible]
49	Penni Nordstrom	7936 Evident Ct	[illegible]
50	Shene Tracy	7237 Fairwind Acres Pl	[illegible]
51	Kayla Cayer	7405 Timber Pl	[illegible]
52	James Cayer	7405 Timber St	[illegible]
53	Mili Reid	10734 Cowlife Ave	[illegible]
54	Erin Bybee	7932 Violet Dawn St.	[illegible]
55	Kelly Rodriguez	10515 Laurel Mountain Ln.	[illegible]
56	Marissa Sheldon	5769 Mineral Rock Ave	[illegible]
57	Leah Goolsby	8144 Tilkuni Dr	[illegible]
58	Arielle Sebel	4432 Desert Haven Ave	[illegible]
59	Chelsie Burger	5705 Spicewood Cir	[illegible]
60	Lisa Gates	2857 Manzanilla Way	[illegible]
61	Shannon Gates	7730 Blue Whirlpool St	[illegible]
62	Debbie Mack	8349 Harwick Park Ct	[illegible]
63	Katie Stanfl	6205 Gravel Crescent	[illegible]
64	Scott Barlow	4107 Melody Ln	[illegible]

We **Oppose** Dotty's Bar ***receiving a waiver*** to be ***less than 1500 Feet*** from an Elementary School. We also do not want a bar less than 300 feet from our Preschool!

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47	Shelby Gilbert	4310 Valley Regents Dr	[illegible]
48	Kelli McElvany	5020 Whistling Acres Ave	[illegible]
49	Penni Nordstrom	7936 Evident Ct	[illegible]
50	Shene Tracy	7237 Fairwind Acres Pl	[illegible]
51	Kayla Cager	7405 Timber Pl	[illegible]
52	James Cager	7405 Timber St	[illegible]
53	Mili Reid	10734 Cowlife Ave	[illegible]
54	Erin Bybee	7932 Violet Dawn St.	[illegible]
55	Kelly Rodriguez	10515 Laurel Mountain Ln.	[illegible]
56	Marissa Sheldon	5769 Mineral Rock Ave	[illegible]
57	Leah Goolsby	8144 Tilkuni Dr	[illegible]
58	Arielle Sebel	4432 Desert Haven Ave	[illegible]
59	Chelsie Burger	5705 Spicewood Cir	[illegible]
60	Lisa Goetz	2857 Manzanilla Way	[illegible]
61	Shannon Gates	7730 Blue Whirlpool St	[illegible]
62	Debbie Mar[illegible]	[illegible] Hawick Pendleton	[illegible]
63	Katie Stanzl	6205 Gravel Crescent	[illegible]
64	Scott Barlow	4107 Melody Ln	[illegible]

Dawn of Education (Ann & Rainbow)

We **Oppose** Dotty's Bar ***receiving a waiver*** to be ***less than 1500 Feet*** from an Elementary School. We also do not want a bar less than 300 feet from our Preschool!

STUDENT	PRINTED NAME	ADDRESS	SIGNATURE	
Anastasia	Alicia Hartenstein	3975 Duneville St.		84
	James Hartenstein	3975 Duneville St.		85
Aslynn	Jacob Carter	10709 Red Badge Avenue		86
	Tiffany Starr Lambert	10709 Red Badge Avenue		87
Atticus	Brianna Klett	1050 E Cactus Ave.		88
	Mark Grassi	1050 E Cactus Ave.		89
Aubyn	John Overstreet	7704 Robinglen ave		90
	Melissa Overstreet	7704 Robinglen ave		91
Audrey	Chelsea Ruthe	2919 Macaroon Way		92
	Robert Sarmiento	2919 Macaroon Way		93
Ava	Courtny Lide	3318 N. Decatur Blvd #2140		94
Benjamin	Annie Shkorupa	10236 Knotty Skye Ln		95
	Ryan Shkorupa	10236 Knotty Skye Ln		96
Blakely	Anastasia Brown	5175 S. Jerry Tarkanian #4208		97
	Chet Brown	5175 S. Jerry Tarkanian #4208		
Carter	Lyndee Gangel	7500 Harbor Pond		
	Brian Gangel	7500 Harbor Pond		98
Daniel Ro	Christian Nordstrom	7555 Glowing Ember Ct Unit #201		
	Mary Nordstrom	7555 Glowing Ember Ct Unit #201		
Dominik	Jeremy Weninger	1117 Hollowbluff Ave		99
	Kari Weninger	1117 Hollowbluff Ave		100
Elena	Elizabeth Murillo	10151 Dorrell Ln Apt 2111		
	Richard Murillo	10151 Dorrell Ln Apt 2111		
Elena	Elizabeth Tibbetts	6721 Bluebell garden Street		101
	Nicholas Tibbetts	6721 Bluebell garden Street		102
Emersyn	Matthew Wicklund	8973 Drummer Bay Ave		103
	Sierra Wicklund	8973 Drummer Bay Ave		104
Emily	Fred Laquian	4121 Erinbird Ave		
	Mariecel Laquian	4121 Erinbird Ave		
Emma	Carlos Leal	7449 Garnet Moon St		
	Valerie Thomas	7449 Garnet Moon St	Valerie Thomas	105
Eve, Tim	Regina Kamalov	6350 w Azure Dr		
	Ruslan Kamalov	6350 w Azure Dr		
Fraya	Breanna	6800 Beach Nest Ave.		106
Genesis,	Jay Barth	3845 Hawkeye Falls Ave		
	Michelle Barth	3845 Hawkeye Falls Ave		
Gunnar	Aaron Newman	6049 Paddleboat St		
	Caitlin Newman	6049 Paddleboat St		

Gunner	Natalie Denton	7936 Quail Prairie Street		107
Hope	Keith M. Scheessele	6284 Bullring Ln		
	Stephanie Scheessele	6284 Bullring Ln		108
Hudson	Andrea Vandeventer	5473 Painted George Dr.		
	Jonathan Vandeventer	5473 Painted George Dr.		
Jack	Jesse Spadora	1733 Navajo Lake Way		
	Kim Spadora	1733 Navajo Lake Way		109
Jade	Bradley O'Hallaran	6868 Sky pointe Drive #2146		
	Daniella Reboredo	6868 Sky pointe Drive #2146		110
	Jenette Ashcraft	8405 Winterchase Place		
James	Kristin Richmond	5432 Royal Vista lane		111
	Matthew Richmond	5432 Royal Vista lane		
Johnny	Amy Borders	6125 Markleham Ave.		112
	Frieda Gonzalez	6125 Markleham Ave.		113
Jordan Xa	Mitch DeKruif	370 Clarence House Avenue #101		
	Tessa DeKruif	370 Clarence House Avenue #101		
Joseph	Francine	7020 Rancho De Taos Ct		
	Ryne Seeto			
Kelly	Jennifer Fitzpatrick	1704 Monte Rio Ct.		
		1704 Monte Rio Ct.		
Khorie	James Lologo	6612 Old Newbury Ave		
	Terra Boutelle	6612 Old Newbury Ave		
Kingston	Megan McBride Moore	10123 Mayflower Bay Ave		
	Nigel Moore	10123 Mayflower Bay Ave		
Kyson	Jay Barth	3845 Hawkeye Falls Ave		
	Michelle Barth	3845 Hawkeye Falls Ave		
Leilani	Kylie Kraft	125 E Regena Ave #120		114
	Mitchell Roberts	125 E Regena Ave #120		
Lewis	Stephanie Ryne	8784 W. Washburn Rd.		115
	Sheila Deuley	8784 W. Washburn Rd.		116
Luna	Sheila Coffey	9522 Diamond Bridge Ave		
Miller	Mark Orr	8984 Barnwell Ave		117
Myah	Ruby Cruz-Pyka	5257 Brazelton Street		118
	Jeremiah Pyka	5257 Brazelton Street		119
Naomi	Susie Flores	1605 Western Lily St		120
Nolan	Jenica Gotwalt (Brand)	5012 Signal Dr.		121
	Kaleb Gotwalt	5012 Signal Dr.		122
Nolan Tho	Jason Slotkin	6013 Blowing Bellows		123
	Katie Slotkin	6013 Blowing Bellows		124
Raine Kay	Jhane	1801 N. J Street Apt #219		125
Riaan	Parampreet Singh	8828 Trotternish Ridge Dr.		
	Tarah Singh	8828 Trotternish Ridge Dr.		
Richie	Britni Mileham	5900 Sky Pointe Drive #2152		126
Robin	Rachel Kardell	9840 Fast Elk Sreet		127
	Rob Kardell	9840 Fast Elk Sreet		128
Roman	Luiza Novytska	5225 Rebecca Road		129
Royce	Tiffany Seymour	9328 Freedom Heights Ave.		130

Ryder Lee	Skott Hoover	6455 Big Pine Way	[illegible]	131
	Tiffany Starr Lambert	6455 Big Pine Way	[illegible]	132
Sy'Aari Ar	Imani Lewis	5850 Sky Pointe Drive Apt #2032		
	Raphael Edwards	5850 Sky Pointe Drive Apt #2032		
Teagan	Jeremy Weninger	1117 Hollowbluff Ave	[illegible]	133
	Kari Weninger	1117 Hollowbluff Ave	[illegible]	134
Walker	Korey Wheeler	6112 Azurite	[illegible]	135
	Tyler Wheeler	6112 Azurite	Tyler Wheeler	136
William	Amber Lafortune	6904 Beach Nest Avene		
	Elsie Simmons	6904 Beach Nest Avene		
(end roste	Ruby Strickling	3413 Amish Ave NLV	Ruby D Strickling	137
	Debra Barlow	4107 Melody Ln	D Barlow	138
	Crystal Bateman	4001 Roxanne	C Bateman	139
	Samantha Evenson	3900 Dalecrest	Samantha Evenson	140
	Shaina Johnson	5707 Sedona Springs St.	[illegible]	141
	Harriet Robinson	4128 LANCASTER FALLS AVE	[illegible]	142
	Diamond Blakt	5370 E. Craig Rd	[illegible]	143
	Jabari Tiffith	1327 H. Street	[illegible]	144
	Dawn Kraft	5514 Porcupine Rim	Dawn M Kraft	145
	Randy Whitley	7065 W. Ann	[illegible]	146
	Edie Whitley	7065 W. Ann	[illegible]	147
	Thomas Fulcar	6316 W La Madre Way	[illegible]	148
	Gregory Strickling	3413 Amish Ave, NLV	[illegible]	149
	Leonne Sheffey	401 Van Dalia LV NV	[illegible]	150
	Debra Coogan	6284 Bullering LN NV	Debra Coogan	151
	CARLIE EMERSON	2184 N MICHAEL WAY 89108	[illegible]	152
	STEVEN EMERSON	2184 N. MICHAEL WAY 89108	[illegible]	153
	Bruce Alfaro	6028 Seneca Springs St 89130	[illegible]	154
	SIRSHENDU GHOSH	8447 Cabirolera Ave, 89149	Sirshendu Ghosh	155
	PRIYANNITA CHOUDHURY	8447 Cabirolera Ave LV 89149	Priyannita Choudhury	156

Amber Tweedie	8113 Canyon Wren Ave		

7332 Marbury St. LV, NV 89166 158

7332 Marbury St. LV, NV 89166 159

7332 Marbury St. LV, NV 89166 160

Name	City	State	Postal Code	Country	Signed On
Trent Harper				US	5/5/2022
Penni Echols	Las Vegas	NV	89129	US	5/5/2022
Erin Dustin	Las Vegas	NV	89149	US	5/5/2022
Debra Salls	Las Vegas	NV	89149	US	5/5/2022
Carey Grohs	Las Vegas	NV	89149	US	5/5/2022
Chisako McLemore	Las Vegas	NV	89107	US	5/5/2022
Brooke Rawson	Belleville	IL	62226	US	5/5/2022
Bridget Rice	Las Vegas	NV	89121	US	5/5/2022
Vanessa Chiodo	Las Vegas	NV	89134	US	5/5/2022
michele blackwill	Las Vegas	NV	89101	US	5/6/2022
Tyler Leavitt	Las Vegas	NV	89131	US	5/6/2022
Stephanie Ryne	Las Vegas	NV	89110	US	5/6/2022
Anna Campbell	Las Vegas	AZ	89248	US	5/6/2022
Erin Bakke	Henderson	NV	89074	US	5/6/2022
Tiffany McKinney	Las Vegas	NV	89130	US	5/6/2022
Janell Nietrzeba	Las Vegas	NV	89144	US	5/6/2022
Madeline Vestal	Louisville	KY	40241	US	5/6/2022
Whitney Hobbs	Las Vegas	NV	89166	US	5/6/2022
Michael Sanborn	Las Vegas	NV	89130	US	5/6/2022
Lucila Funk	Las Vegas	NV	89131	US	5/6/2022
Leah Toki	Las Vegas	NV	89131	US	5/6/2022
Brianna Block	Las Vegas	NV	89123	US	5/6/2022
Anna Trevino	Las Vegas	NV	89143	US	5/6/2022
Tiffany Crossley	Sparks	NV	89436	US	5/6/2022
Carissa Quatrino	Las Vegas	NV	89166	US	5/6/2022
Carlie Emerson	Las Vegas	NV	89108	US	5/6/2022
Patricia Vaughan	Las Vegas	NV	89130	US	5/6/2022
Kelly Liggons	North Las Vegas	NV	89031	US	5/6/2022
Brenda Nguyen	Las Vegas	NV	89166	US	5/6/2022
Justin Ashworth	North Las Vegas	NV	89031	US	5/6/2022
Brenda Smith	Las Vegas	NV	89119	US	5/6/2022
Katie Leavitt	Las Vegas	NV	89108	US	5/6/2022
Brandon Smith	Las Vegas	NV	89117	US	5/6/2022
Sheryl Ferguson	Las Vegas	NV	89123	US	5/6/2022
Annie Shkorupa	Las Vegas	NV	89145	US	5/6/2022
Nancy Gonzalez	Las Vegas	NV	89104	US	5/6/2022
K E	Las Vegas	NV	89166	US	5/6/2022
Dawnie Kennedy	Las Vegas	NV	89129	US	5/6/2022
Shelby Marks	Las Vegas	NV	89129	US	5/6/2022
Megan McKee	Las Vegas	NV	89110	US	5/6/2022
Samantha Fry	Las Vegas	NV	89139	US	5/6/2022
Katrina Schofield	Las Vegas	NV	89118	US	5/6/2022
B Swiger	Las Vegas	NV	89169	US	5/6/2022
Teddi Curtis	Las Vegas	NV	89122	US	5/6/2022
Alexandria Salyer	Las Vegas	NV	89143	US	5/6/2022
Rebecca Clements	Las Vegas	NV	89131	US	5/6/2022

Justin Vazquez	Las Vegas	NV		89108 US	5/6/2022
Crystal Bateman	Las Vegas	NV		89108 US	5/6/2022
Jill Jensen-Furrow	Las Vegas	NV		89122 US	5/6/2022
Stefanie Vera	Las Vegas			89128 US	5/6/2022
Megan McBride Moore	Las Vegas	NV		89131 US	5/6/2022
Erin Edwards	Henderson	NV		89015 US	5/6/2022
Kimberley Joseph	Henderson	NV		89074 US	5/6/2022
Jennifer Meads	Las Vegas	NV		89113 US	5/6/2022
kara drake	Las Vegas	NV		89121 US	5/6/2022
Katie Bowman	Las Vegas	NV		89149 US	5/6/2022
Robyn hall	las vegas	NV		89130 US	5/6/2022
Emily Piaseczny	Las Vegas	NV		89129 US	5/6/2022
Patrick Dodd	Las Vegas	NV		89139 US	5/6/2022
Christina Schuerman	Las Vegas	NV		89149 US	5/6/2022
Rachal Dechant	North las vegas	NV		89031 US	5/7/2022
Evette Brandstadter	North Las Vegas	NV		89031 US	5/7/2022
Alicia Holloway	Las Vegas	NV		89129 US	5/7/2022
Donna Mitchell	Las Vegas	NV		89130 US	5/7/2022
Becki Newberry	Las Vegas	NV		89131 US	5/7/2022
al hernandez	Las Vegas	NV		89149 US	5/7/2022
Melissa Menes	Las Vegas	NV		89121 US	5/7/2022
Britne Salsbury	Las Vegas	NV		89134 US	5/7/2022
Caren Randell	Boulder City	NV		89005 US	5/7/2022
Gabby Harrison	Las Vegas	NV		89139 US	5/7/2022
Alison Orci	Las Vegas	NV		89120 US	5/7/2022
Jennifer Woodburn	Las Vegas	NV		89147 US	5/7/2022
Ashley Johnson	Las Vegas	NV		89139 US	5/7/2022
Kim Crutcher	Las Vegas	NV		89138 US	5/7/2022
Amber Tweedie	Las Vegas	NV		89149 US	5/7/2022
Cindy Bissell	Las Vegas	NV		89109 US	5/7/2022
Samantha DAmelio	Las Vegas	NV		89146 US	5/7/2022
Carrie Enk	Las Vegas	NV		89121 US	5/7/2022
Kim Fry	Las Vegas	NV		89103 US	5/7/2022
Connie Bowman	Las Vegas	NV		89166 US	5/7/2022
Melissa Carreon	Las Vegas	NV		89129 US	5/7/2022
Brittany Hone	Las Vegas	NV		89101 US	5/7/2022
Brandi Stanford	Las Vegas	NV		89115 US	5/7/2022
KEVINI SCOLARI	LAS VEGAS	NV		89149 US	5/7/2022
Megan Riley	Las Vegas	NV		89148 US	5/7/2022
Terri Wright	Las Vegas	NV		89149 US	5/7/2022
Justin Newberry	Las Vegas	NV		89131 US	5/7/2022
Nathan Pulley	Las Vegas	NV		89103 US	5/7/2022
Lorelei Woodard	Hi	NV	Hi	US	5/7/2022
Anne Primas	Las Vegas	NV		89135 US	5/7/2022
Sara Allen	Las Vegas	NV		89110 US	5/7/2022
lisa murphy	Ogema	WI		54459 US	5/7/2022
Denise Klein	Las Vegas	NV		89149 US	5/7/2022

Addie McElvain	Sparks	NV	89431 US	5/7/2022
Shyan Chavez	Las Vegas	NV	89107 US	5/7/2022
Stephanie Rouw	Las Vegas	NV	89134 US	5/7/2022
Morgan Rouw	Las Vegas	NV	89129 US	5/7/2022
Kyle Crafts	Las Vegas	NV	89144 US	5/7/2022
Danielle Burkes	Las Vegas	NV	89104 US	5/7/2022
Lindsey Rosier	Las Vegas	NV	89129 US	5/8/2022
Kacie Ryan	Las Vegas	NV	89178 US	5/8/2022
Ron Sahagun	Las Vegas	NV	89131 US	5/8/2022
Symone Randell	North Las Vegas	NV	89031 US	5/8/2022
Elaine Artl	Las Vegas	NV	89143 US	5/8/2022
Brittany Perkins	Las Vegas	NV	89143 US	5/8/2022
Rico Rivero	Las Vegas	NV	89145 US	5/8/2022
Vanessa Medina	Las Vegas	NV	89129 US	5/8/2022
Lacie Tidwell	Las Vegas	NV	89131 US	5/9/2022
Michael Burr	Las Vegas	NV	89139 US	5/9/2022
Alyssa Behymer	Las Vegas	NV	89130 US	5/9/2022
Jill Hendrickson	Henderson	NV	89012 US	5/9/2022
Rebeka Acosta	Henderson	NV	89044 US	5/9/2022
Riley Rouw	Las Vegas	NV	89104 US	5/9/2022
Sabrina Moy	Las Vegas	NV	89103 US	5/9/2022
Grace Thorkelson	Charlotte	NC	28277 US	5/9/2022
Carey Gillogly	Las Vegas	NV	89131 US	5/9/2022
Gary Tomlinson	Las Vegas	NV	89166 US	5/9/2022
Hannah Tomlinson	Las Vegas	NV	89130 US	5/9/2022
Janalee Tomlinson	Las Vegas	NV	89166 US	5/9/2022
Kendall Beckley	Las Vegas	NV	89166 US	5/9/2022
Joseph Iszkiewicz	Las Vegas	NV	89131 US	5/9/2022
Benjamin Visser	Las Vegas	NV	89131 US	5/9/2022
Andrew Enk	Las Vegas	NV	89138 US	5/9/2022
John Webber	Las Vegas	NV	89147 US	5/9/2022
Jennifer Wilgar	Las Vegas	NV	89143 US	5/9/2022
Whitney Marchant	Las Vegas	NV	89104 US	5/9/2022
Joanne Chung	Las Vegas	NV	89117 US	5/10/2022
Sue southwick	Las Vegas	NV	89146 US	5/10/2022
Kristina Jolly	Las Vegas	NV	89117 US	5/10/2022
Aly Losk	Las Vegas	NV	89144 US	5/10/2022
Shawn Losk	Las Vegas	NV	89144 US	5/10/2022
Marlayna Brady	Las Vegas	NV	89108 US	5/10/2022
Leslie Zapata	Las Vegas	NV	89107 US	5/10/2022
Rachel Otiato	Las Vegas	NV	89117 US	5/10/2022
Josalyn Vanzant	Las vegas	NV	89129 US	5/10/2022
Cathy Oglebay	Las Vegas	NV	89166 US	5/10/2022
Angela Stephensen	Las Vegas	NV	89129 US	5/10/2022
Victoria Marrufo	North Las Vegas	NV	89030 US	5/10/2022
Jenn Sharp	Las Vegas	NV	89149 US	5/10/2022
Anica Van Slyke	Las Vegas	NV	89115 US	5/10/2022

Nakesha Duncan	Las Vegas	NV	89166 US	5/10/2022
Jennifer Parker	Las Vegas	NV	89123 US	5/10/2022
Taylor Vick	Las Vegas	NV	89145 US	5/10/2022
Lisa OBrien	Las Vegas	NV	89131 US	5/10/2022
Mary Blankenship	Las Vegas	NV	89169 US	5/10/2022
Joye Locke	Henderson	NV	89002 US	5/10/2022
Bill Locke	Henderson	NV	89002 US	5/10/2022
Bobbie Ingram	North Las Vegas	NV	89032 US	5/10/2022
Jessica Morton	North Las Vegas	NV	89084 US	5/10/2022

150 Total Signatures

Name	City	State	Postal Cod	Country	Commented Date
michele blackwill	Las Vegas	NV	89101	US	5/6/2022
Laura May	Las Vegas	NV	89110	US	5/6/2022
Shelby Fry	Las Vegas	NV	89117	US	5/6/2022
Jill Jensen-Furrow	Las Vegas	NV	89122	US	5/6/2022
Katie Bowman	Las Vegas	NV	89149	US	5/6/2022
Becki Newberry	Las Vegas	NV	89131	US	5/7/2022
Ashley Johnson	Las Vegas	NV	89139	US	5/7/2022
Connie Bowman	Las Vegas	NV	89166	US	5/7/2022
Rico Rivero	Las Vegas	NV	89145	US	5/8/2022
Carey Gillogly	Las Vegas	NV	89131	US	5/9/2022
Leslie Zapata	Las Vegas	NV	89107	US	5/10/2022

Home Owners Against Dotty's Tavern Subdivision on Rainbow

No Yes next to 7/11

		Name of Homeowner	Address	First Name	Last name	Signature	Date	Phone numbe
	1							
	2	Brian Shirley	6521 W El Campo Grande	Brian	Shirley		4/27/22	373-5629
	3	ROLER MILLER	6420 W. EL CAMPO GR	ROLER	MILLER		4/27/22	480-66-4560
	4	HEIDE MILLER	6420 W. EL CAMPO GR	HEIDE	MILLER		4/27/22	SAME 480 680
No	5	Isidoro Alazar	5911 Tower Pines	Isidoro	Alazar		4/27-22	702-326-470 4584
	6	FRED WELCH	6100 N Rainboo	FRED	Welch		4/27-22	702-220-4721
	7	Ileana Welch	6100 N. Rainbow	Ileana	Welch		4/27/22	702-283-5930 75
No	8	Christine Snyder	6126 N. Rainbow	Christine	Snyder		4/27/22	702-255-0846
	9	denise thuttle	6105 Lonesome Cactus	Denise	Thuttle		4/27/22	702-348-5300
	10	Tom Vega	6101 Lonesome Cactus	Tom	Vega		4/27/22	7026454965
	11	Marc Williams	5737 Gilbert Ln	Marc	Williams		4-27-22	702 768 9256
	12	Kitty Jensen	5631 Gilbert Ln	Kitty	Jensen		4-27-22	702-308-4974
	13	Jason J Stephen	9165 Promising Ct	Jason	Stephen		5-4-22	702-234-0896
	14	ANITA KATTERHEINRICH	5630 Gilbert Ln	ANITA	KATTERHEINRICH		5-7-22	702 287 1336
	15	WALTER DODDS	5640 GILBERT LN	WALTER	DODDS		5-7-22	702-656-15
	16	Denise Bosselli	5610 Gilbert Ln	[illegible]	[illegible]		5/7/22	702 581 3227
	17							
	18							
	19							
	20							
	21							
	22							
	23							
	24							
	25							
	26							
	27							
	28							
	29							
	30							
	31							
	32							

LAW OFFICE

Brown, Brown & Premsrirut

JAY H. BROWN
5563
DAVID T. BROWN
1023
PUOY K. PREMSRIRUT
dbrown@brownlawlv.com

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

520 SOUTH FOURTH STREET

LAS VEGAS, NEVADA 89101

TELEPHONE: (702) 384-

FACSMILE: (702) 385-

EMAIL:

June 14, 2022

Planning & Zoning
Attn: Seth Floyd, Director of Planning
495 South Main Street
Las Vegas, NV 89101
(sfloyd@lasvegasnevada.gov)

RECEIVED
CITY CLERK
2022 JUN 15 A 7:10

Re: June 15, 2022, City Council Meeting
Item #58: 22-0070 Cleveland Welter, LLC

Dear Mr. Floyd:

Our office represents the applicant in the above-entitled matter.

This application is scheduled to be heard at the June 15, 2022, City Council Meeting.

The applicant is requesting that this application be abeyed to the July 20, 2022, City Council Meeting. This will give us an opportunity to discuss the issues with the neighbors and their representative in an effort to reach an amicable resolution.

Your cooperation in this matter will be sincerely appreciated.

Very truly yours,

DAVID T. BROWN, ESQ

David T. Brown.

DTB:cw

cc: Michele Fiore (mfiore@lasvegasnevada.gov)
Ms. LuAnn D. Holmes (ldholmes@lasvegasnevada.gov)
Chance Bonaventura (cbonaventura@lasvegasnevada.gov)

Submitted after final agenda
Items 58a-58b

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
Return Service Requested
Official Notice of Public Hearing

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2022 JUN -7 A 8:39

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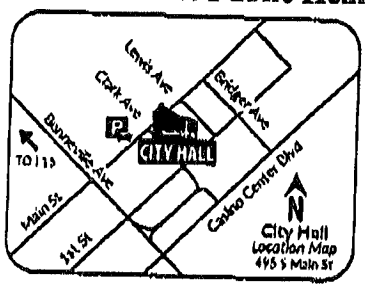

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22-0070
12526410005
TAYLOR LISA A & ADAM
5664 N RAINBOW
LAS VEGAS NV 89130-1236

☐ I SUPPORT this Request

☒ I OPPOSE this Request

This bar is located too close to several schools and residential property. As the next door neighbor, I strongly oppose this.

Please use available blank space on card for your comments.
22-0070 and 22-0070-SUP1 and 22-0070-SDR1
City Council Meeting of **06/15/2022**

Submitted after final agenda
Items 584-586

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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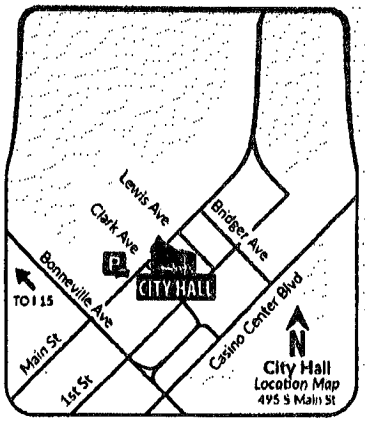
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

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22-0070
12526312030
ZAJAC ROBERT J & PATRICIA J
6761 RADIANT RED AVE
HENDERSON NV 89052

From:702+740+4984 To:7023824803 06/08/2022 11:04 #131 P.001/001

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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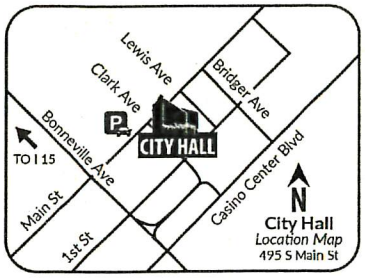

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

I oppose both items. This business is not suitable for this location and nearby area. If we have zoning standard for a reason, they should be applied not waived!! There is no compelling need or reason to approve this. I request Rep. Fiore to vote No!

22-0070
12527714006
C L LONG REVOCABLE TRUST
LONG CHRISTOPHER S TRS
5800 GRAND HERITAGE ST
LAS VEGAS NV 89130

Application Information

22-0070 - PUBLIC HEARING - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH - For possible action on an Appeal of the Approval of 22-0070-SUP1 and a Council Review of the Approval of 22-0070-SDR1 by the Planning Commission on the following Land Use Entitlement project requests on 0.79 acres at 5640 North Rainbow Boulevard (APN 125-26-410-006), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (4-3 vote) recommends APPROVAL on the entire Land Use Entitlement project.

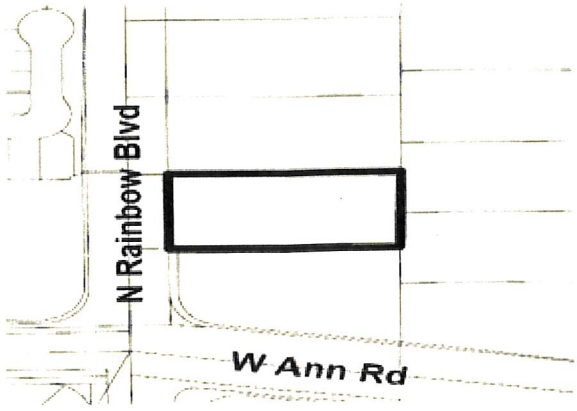
NO

22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED

22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3.900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

NO

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	06/15/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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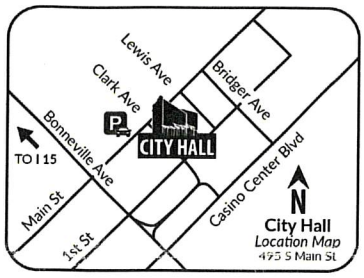
2022 JUN 13 P 1:03



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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

In the Middle of horse Property

22-0070
12526410013
DONOHUE JUDITH REVOCABLE LIVING TRUST
DONOHUE JUDITH TRS
5715 GILBERT LN
LAS VEGAS NV 89130-1225

39 DROFNP1 89130

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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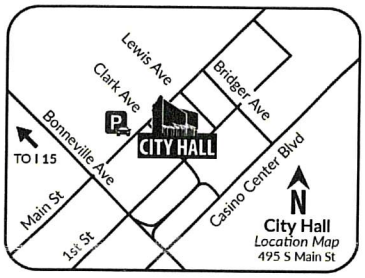
Las Vegas, NV
Permit No. 1630

2022 JUN 13 P 1:03



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

22-0070
12526411009
CHESS ROBERT W & PATRICIA L
5644 LUSITANO ST
LAS VEGAS NV 89130-1262

Submitted after final agenda

Date 6/13/2022 Item 58a-58e

39 DROFNP1 89130

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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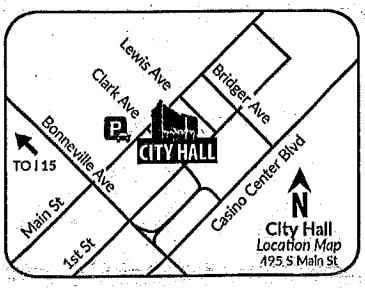
2022 JUN 13 P 1:02



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For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

22-0070
12535102003
DANTE ROBERT & SANDRA
6457 W ANN RD
LAS VEGAS NV 89130

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Please dont break the rules set up to protect schools & school children

22-0070 and 22-0070-SUP1 and 22-0070-SDR1
City Council Meeting of **06/15/2022**

Application Information

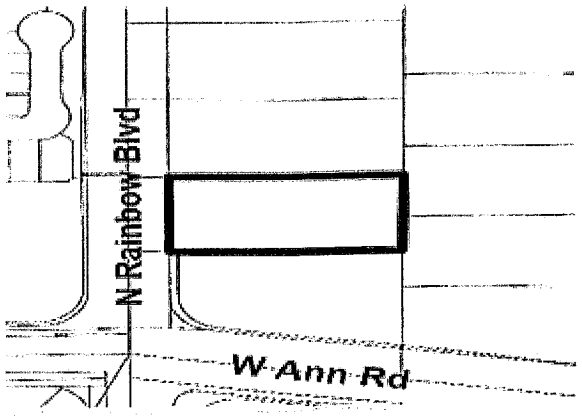
22-0070 - PUBLIC HEARING - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH - For possible action on an Appeal of the Approval of 22-0070-SUP1 and a Council Review of the Approval of 22-0070-SDR1 by the Planning Commission on the following Land Use Entitlement project requests on 0.79 acres at 5640 North Rainbow Boulevard (APN 125-26-410-006), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (4-3 vote) recommends APPROVAL on the entire Land Use Entitlement project.

22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED

22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3.900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

THE 1500ft rule is in place for a reason - please dont waive IT.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	06/15/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

I DON'T HAVE children IN SCHOOL NOW. THEY ARE ALL GROWN UP. But what ARE you doing NOW with this APPROAL. ARE YOU CRAZY ESPECIALLY NOW with GUN VIOLENCE ?

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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Official Notice of Public Hearing

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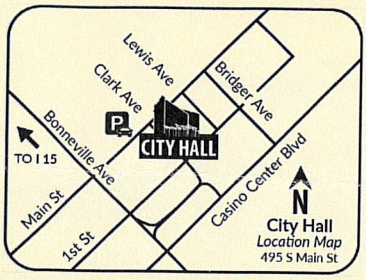

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0070 and 22-0070-SUP1 and 22-0070-SDR1
City Council Meeting of **06/15/2022**

22-0070
12527716020
ACCOLA ANTHONY G & GAIL
5817 KANE HOLLY ST
LAS VEGAS NV 89130-4943

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NO WAY

39 DRDFNP1 89130

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495 South Main Street, 2nd Floor
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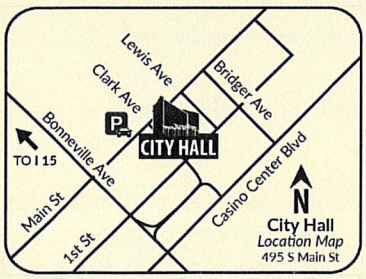

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0070 and 22-0070-SUP1 and 22-0070-SDR1
City Council Meeting of **06/15/2022**

22-0070
12526310023
LEE FAMILY REVOCABLE LIVING TRUST
LEE RUSSELL D & LAURA L TRS
5954 SAINT LAZARE ST
LAS VEGAS NV 89130-1250

This is a neighborhood not a commercial area.

39 DRDFNP1 89130

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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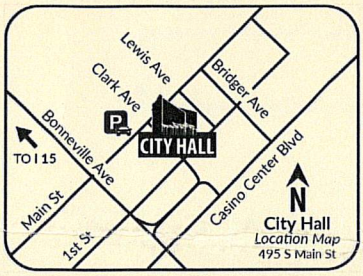
2022 JUN 13 P 1:03



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Totelly disapprove OF PUTting in a "BAR".

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

22-0070
12526310041
ADAMS FAMILY REVOCABLE LIVING TRUST
ADAMS JAMES ROSS & MARY ELLEN TRS
6745 MONTSOURIS PARK CT
LAS VEGAS NV 89130

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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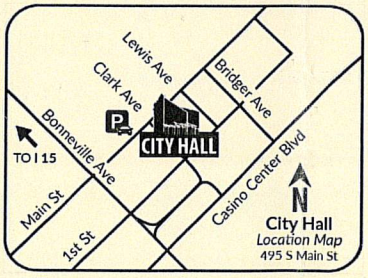

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My WIFE AND I STRONGLY OPPOSE This Request. To place A TAVERN NEXT to A LARGE School of ANY KIND should NOT EVEN be ON the AGENDA DRIVERS who HAVE been DRINKING NEXT To this PRE school, A busy ANN Rd intersection is A Recipe for disaster. These Roads ARE dangerous ENOUGH Already. The 1500 FT Restriction is probably WRITTEN in blood so be Responsible AND Deny This Request

R. McG

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

22-0070
12526411013
HOFF-MCGARRY FAMILY TRUST
MCGARRY RICHARD L TRS
5612 LUSITANO ST
LAS VEGAS NV 89130

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2022 JUN 13 P 1:03

39 DRDFMP1 89130

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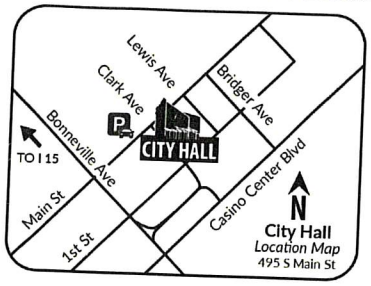

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0070 and 22-0070-SUP1 and 22-0070-SDR1
City Council Meeting of **06/15/2022**

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22-0070
12526310038
YUNKER WILLIAM R & SHERRY A
6744 ALPINE BROOKS AVE
LAS VEGAS NV 89130-1254

BRINGS A BAD ELEMENT INTO THE AREA AND WAY TOO MUCH TRAFFIC WITH THE NEW 7-11 GOING IN WHICH WE DEFINATELY DID NOT NEED!!!

39 DRDFNP1 89130

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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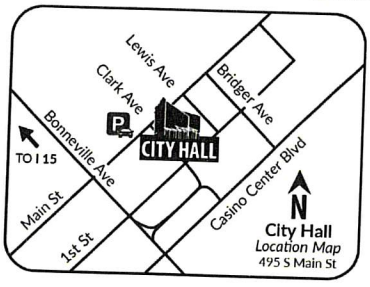

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0070 and 22-0070-SUP1 and 22-0070-SDR1
City Council Meeting of **06/15/2022**

WITH A SCHOOL/CHILD CARE CENTER WITHIN 400', WHY WOULD YOU APPROVE A LIQUOR GAMBLING ESTABLISHMENT HERE? WITH THE UPTICK IN VIOLENT CRIMES, PLEASE DO THE RIGHT THING & DENY THIS REQUEST. WOULD YOU WANT THIS ESTABLISHMENT NEAR YOUR CHILD'S SCHOOL? PLEASE PLEASE PLEASE DENY. OUR NEIGHBORHOOD DOES NOT WANT THIS!

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22-0070
12534514004
P & J KLIMEK TRUST
KLIMEK PHILLIP & JODIE LYNN TRS
6705 FRUIT FLOWER AVE
LAS VEGAS NV 89130-3849

39 DRDFNP1 89130

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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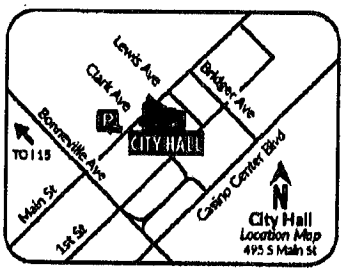

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

This is not Conforming With the Private Schools, Day Care You adding more Potential Problems to a area that already Speed 55+ down those Streets. Now add alcohol to the mix Santa Fe Hotel Down the Street.!

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22-0070
12534513034
ALBERICI JOHN SAMUEL
GUEVARA YOLANDA TORRES
5425 CARNATION MEADOW ST
LAS VEGAS NV 89130

89 DROPNP1 89130

Submitted after final agenda

Date 6/13/2022 Item 58a - 58b

PAGE 01/01
06/09/2022 04:13PM 7025583857 ERA ST ROSE

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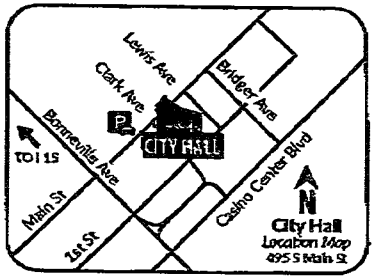

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

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22-0070
12535103016
RAINY DAY INVESTMENTS L L C
MCMENEMY RONS S CHARTERED 401
2530 SILVER BEACH DR
HENDERSON NV 89052

65 ORDFNP1 89052

PAGE 01/01

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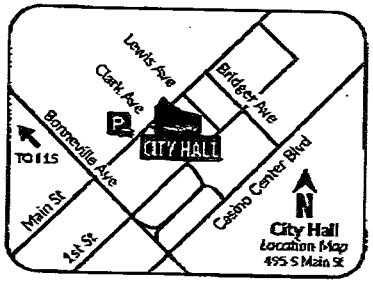

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

22-0070
12535103014
RAINY DAY INVESTMENTS L L C
MCMENEMY RONS S CHARTERED 401
2530 SILVER BEACH DR
HENDERSON NV 89052

89 ORDENP1 89052

06/09/2022 04:12PM 7025583857 ERA ST ROSE City Council - Page 8 of 8

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

E WE ARE OPPOSED TO HAVING A TOWER SO CLOSE TO THE SCHOOLS AND HOMES

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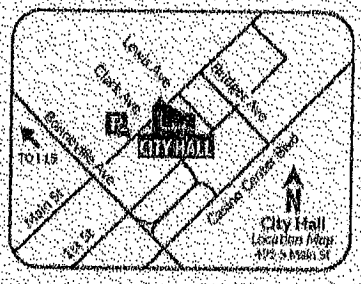

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

22-0070
12526310012
R M C LIVING TRUST ETAL
CABANAS RUBEN JR TRS
6663 ALPINE BROOKS AVE
LAS VEGAS NV 89130-1252

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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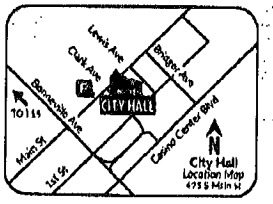

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

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I DO NOT WANT A TAVERN BUILT near this School. DO NOT WAIVE Requirements

22-0070
12526312026
BATES FAMILY REVOCABLE LIVING TRUST
BATES CRAIG & ERICKA TRS
5805 BRILLIANT BLUE CT
LAS VEGAS NV 89130

Submitted after final agenda
Items 58a-58b

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2022 JUN 14 P 12:26

From:Desert Radiologists Eastern 702 794 2143 06/14/2022 12:29 #891 P.001/001

+15102565594 PAGE 1/1

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2022 JUN -7 A 7:17

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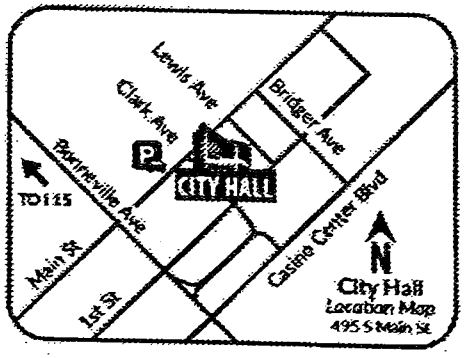
Submitted after final agenda
Items 580-586



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22-0070
12527810007
MCKERNIE JAMES M
5612 EMPEROR WAY
LAS VEGAS NV 89130-1100

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SUP2

City Council Meeting of **06/15/2022**

2022-06-06 21:03 CDT -

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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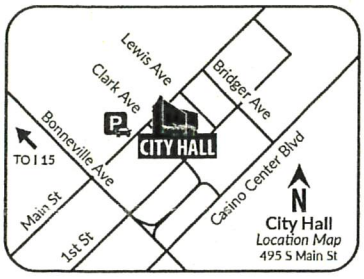
Applicant-
Not included in count





Scan or go to:
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I SUPPORT A TAVERN At this location, I Support All CL ON North Rainbow Blvd. SENIOR RETIRED AND WANT MORE COMMERCIAL CL IN THIS AREA OF NORTH RAINBOW BLVD.

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22-0070
12526410006
REOCH DEBRA J
5640 N RAINBOW BLVD
LAS VEGAS NV 89130-1236

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

City Council Meeting of **06/15/2022**

39 ORDFNP1 89130

Application Information

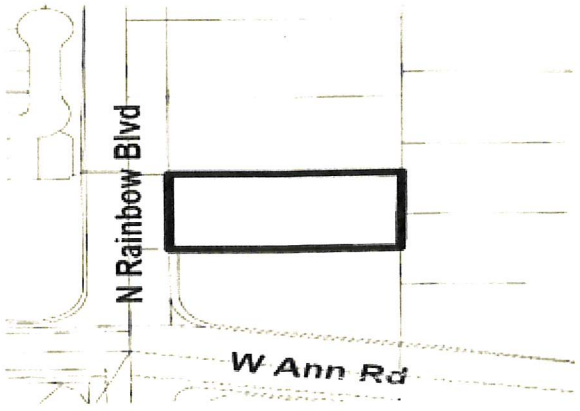
22-0070 - PUBLIC HEARING - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH - For possible action on an Appeal of the Approval of 22-0070-SUP1 and a Council Review of the Approval of 22-0070-SDR1 by the Planning Commission on the following Land Use Entitlement project requests on 0.79 acres at 5640 North Rainbow Boulevard (APN 125-26-410-006), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (4-3 vote) recommends APPROVAL on the entire Land Use Entitlement project.

22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED

22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3.900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

I SUPPORT A TAVERN IN THIS LOCATION & BENEFIT TO NEIGHBORS, SENIOR CITIZENS BENEFIT TO EMPLOYMENT, JOB'S

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	06/15/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

Cheyenne LaRance

From: Office of the Mayor
Sent: Monday, June 13, 2022 9:29 AM
To: City Clerk, Deputies
Subject: FW: Please vote NO

For the record, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

-----Original Message-----
From: mihaela dusa <muki_saiapm@yahoo.com>
Sent: Thursday, June 9, 2022 5:58 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>; stravosanthony@gmail.com; Ward 1 <Ward1@LasVegasNevada.GOV>; brianpknudsen@gmail.com; Ward 2 Staff <ward2@LasVegasNevada.GOV>; victoria@victoriaseaman.com; Ward 3 <Ward3@LasVegasNevada.GOV>; Cedric Crear <ccrear@LasVegasNevada.GOV>; Michele Fiore <mfiore@LasVegasNevada.GOV>
Cc: Stephanie Ryne <stephanie@dawnofeducationprek.com>
Subject: Please vote NO

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Please vote NO to the Dotty's on Rainbow. Do not allow them to break the law by being 440 feet away from a Special Needs Elementary School - make them follow the 1,500 feet LAW. Please REPRESENT our community by making them FOLLOW THE LAW. Thank you so very much!

Mihaela Spiridon

Sent from my iPhone

Submitted after final agenda
Date 6/13/2022 Item 58a - 58b

Cheyenne LaRance

From: Office of the Mayor
Sent: Monday, June 13, 2022 9:29 AM
To: City Clerk, Deputies
Subject: FW: Deny this business

Another, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: jennifer hrdina <jennifer.hrdina45@gmail.com>
Sent: Thursday, June 9, 2022 8:14 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>; Ward 1 <Ward1@LasVegasNevada.GOV>; Ward 2 Staff <ward2@LasVegasNevada.GOV>; Ward 3 <Ward3@LasVegasNevada.GOV>; Ward 4 Staff <ward4staff@LasVegasNevada.GOV>; Cedric Crear <ccrear@LasVegasNevada.GOV>; Michele Fiore <mfiore@LasVegasNevada.GOV>
Subject: Deny this business

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear City Council Member,

I am writing to you requesting the Denial of item 22-0700-SUPL on June 15, 2022, Agenda. There is a K-8 school called Innovation Academy which is within 1500 feet of this property and the code should already deny this requested license. Rainbow is not a through street as it dead ends at the 215 with no overpass and stops at Rancho at the Santa Fe. Rainbow also has many houses that sit on Rainbow with no curbs or sidewalks. I ask you again to help keep this neighborhood in harmony with existing zoning restrictions and compatible by denying this Special Use Permit.

Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022.

Jennifer Hrdina
Constituent

Cheyenne LaRance

From: Office of the Mayor
Sent: Monday, June 13, 2022 1:49 PM
To: City Clerk, Deputies
Subject: FW: Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022

Another for the record, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Mae Mae <maeinlasvegas@gmail.com>
Sent: Friday, June 10, 2022 3:38 PM
To: Cedric Crear <ccrear@LasVegasNevada.GOV>; Michele Fiore <mfiore@LasVegasNevada.GOV>; Office of the Mayor <officeofthemayor@lasvegasnevada.gov>; Ward 1 <Ward1@LasVegasNevada.GOV>; Ward 2 Staff <ward2@LasVegasNevada.GOV>; Ward 3 <Ward3@LasVegasNevada.GOV>; Ward 4 Staff <ward4staff@LasVegasNevada.GOV>
Subject: Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear City Council Member,

I am writing to you requesting the Denial of item 22-0700-SUPL on June 15, 2022, Agenda. There is a K-8 school called Innovation Academy which is within 1500 feet of this property and the code should already deny this requested license. Rainbow is not a through street as it dead ends at the 215 with no overpass and stops at Rancho at the Santa Fe. Rainbow also has many houses that sit on Rainbow with no curbs or sidewalks. I ask you again to help keep this neighborhood harmony with existing zoning restrictions and compatible by denying this Special Use Permit.

Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022.

Warm Regards,
Mae Gacitua

Cheyenne LaRance

From: Office of the Mayor
Sent: Monday, June 13, 2022 1:50 PM
To: City Clerk, Deputies
Subject: FW: Denial of item 22-0700-SUPL

Another for record, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

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From: Vivian Broadhead <VivianBroadhead@hotmail.com>
Sent: Friday, June 10, 2022 10:12 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: Denial of item 22-0700-SUPL

CAUTION: This email originated from an **External Source.** Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear City Council Member,

I am writing to you requesting the Denial of item 22-0700-SUPL on June 15, 2022, Agenda. There is a K-8 school called Innovation Academy which is within 1500 feet of this property and the code should already deny this requested license. Rainbow is not a through street as it dead ends at the 215 with no overpass and stops at Rancho at the Santa Fe. Rainbow also has many houses that sit on Rainbow with no curbs or sidewalks. I ask you again to help keep this neighborhood in harmony with existing zoning restrictions and compatible by denying this Special Use Permit.

Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022.

Vivian Broadhead

Cheyenne LaRance

From: Office of the Mayor
Sent: Monday, June 13, 2022 1:56 PM
To: City Clerk, Deputies
Subject: FW: Deny Special Use Permit 22-0070-SUPL

Another for the record, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Bruce T. Harper <brucetharp74@outlook.com>
Sent: Saturday, June 11, 2022 11:02 AM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: Deny Special Use Permit 22-0070-SUPL

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear City Council Member,

I am writing to you requesting the Denial of item 22-0700-SUPL on June 15, 2022, Agenda. There is a K-8 school called Innovation Academy which is within 1500 feet of this property and the code should already deny this requested license. Rainbow is not a through street, which dead ends at the 215 with no overpass and stops at Rancho at the Santa Fe. Rainbow also has many houses that sit on Rainbow with no curbs or sidewalks. I ask you again to help keep this neighborhood in harmony with existing zoning restrictions and compatible by denying this Special Use Permit.

Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022.

Thank you,

Bruce T. Harper

Cheyenne LaRance

From: Office of the Mayor
Sent: Monday, June 13, 2022 1:56 PM
To: City Clerk, Deputies
Subject: FW: Innovation Academy NEEDS YOUR HELP

Another, please. Thank you!

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Tiffany Matthews <tiffanyelisematthews@gmail.com>
Sent: Saturday, June 11, 2022 2:04 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>; stavrosanthony@gmail.com; ward1@lasveegasnevada.gov; brianpknudsen@gmail.com; Ward 2 Staff <ward2@LasVegasNevada.GOV>; victoria@victoriaseaman.com; Ward 3 <Ward3@LasVegasNevada.GOV>; Cedric Crear <ccrear@LasVegasNevada.GOV>; Michele Fiore <mfiore@LasVegasNevada.GOV>; michele@votefiore.com
Subject: Innovation Academy NEEDS YOUR HELP

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.**

Hello,
I'm reaching out as a parent of a student that attends Innovation Academy.

It has been brought to our attention that a BAR is being built near the school and I am reaching out to ask for this to be STOPPED! Why would a bar be approved near an elementary/middle school? Is that what we want our children to see?

I urgently ask you to relocate this business to an area that will not affect schools!

Kind regards,
Tiffany

Ashley Foster

From: Office of the Mayor
Sent: Tuesday, June 7, 2022 10:47 AM
To: City Clerk, Deputies
Subject: FW: 22-0070-SUPL proposed Liquor and Gaming license near Rainbow and Ann

Follow Up Flag: Follow up
Flag Status: Flagged

For the record, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Maliece Harper <malieceharper@gmail.com>
Sent: Friday, June 3, 2022 3:24 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: 22-0070-SUPL proposed Liquor and Gaming license near Rainbow and Ann

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear Mayor,

I am a mother of three children who has struggled dearly to find a safe place for my children to go to school after the public school failed to help them with their neurobiological differences. The Innovation Academy has restored my children's self confidence and love for learning. They are safe and educationally nurtured to be their best selves and encouraged to overcome their weaknesses and embrace their strengths. Denying this22-0070-SUPL special use permit so close to the DayCare and K-8 School will help keep it that way.

Please Deny the Special Use Permit in accordance with code already passed barring Liquor and Gaming within 1500 ft of school.

Please protect our Children, School, and neighborhood.
Maliece Harper

Submitted after final agenda

Item 585 586

Ashley Foster

From: Office of the Mayor
Sent: Thursday, June 9, 2022 8:59 AM
To: City Clerk, Deputies
Subject: FW: Request for Denial

Follow Up Flag: Follow up
Flag Status: Flagged

For the record, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Judith Harper <jaharp5@gmail.com>
Sent: Wednesday, June 8, 2022 7:56 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: Request for Denial

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear City Council Member,

I am writing to you requesting the Denial of item 22-0700-SUPL on June 15, 2022, Agenda. There is a K-8 school called Innovation Academy which is within 1500 feet of this property and the code should already deny this requested license. Rainbow is not a through street as it dead ends at the 215 with no overpass and stops at Rancho at the Santa Fe. Rainbow also has many houses that sit on Rainbow with no curbs or sidewalks. I ask you again to help keep this neighborhood in harmony with existing zoning restrictions and compatible by denying this Special Use Permit.

Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022.

Submitted after final agenda
Items 58a-58b

Ashley Foster

From: Office of the Mayor
Sent: Thursday, June 9, 2022 8:59 AM
To: City Clerk, Deputies
Subject: FW: New Dottys

Follow Up Flag: Follow up
Flag Status: Flagged

Another for the record, please; thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

-----Original Message-----
From: Connie Graham <connieggraham@gmail.com>
Sent: Wednesday, June 8, 2022 9:20 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: New Dottys

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Dear City Council Member,
I am writing to you requesting the Denial of item 22-0700-SUPL on June 15, 2022, Agenda. There is a K-8 school called Innovation Academy which is within 1500 feet of this property and the code should already deny this requested license. Rainbow is not a through street as it dead ends at the 215 with no overpass and stops at Rancho at the Santa Fe. Rainbow also has many houses that sit on Rainbow with no curbs or sidewalks. I ask you again to help keep this neighborhood harmony with existing zoning restrictions and compatible by denying this Special Use Permit.

Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022.

Sent from my iPhone

Submitted after final agenda
Items 58a-58b

Ashley Foster

From: Office of the Mayor
Sent: Thursday, June 9, 2022 9:02 AM
To: City Clerk, Deputies
Subject: FW: item 22-0700-SUPL

Follow Up Flag: Follow up
Flag Status: Flagged

And another, please. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

City Hall is closed on Fridays

From: Nicole Manuele <nicole.manuele@gmail.com>
Sent: Thursday, June 9, 2022 8:50 AM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: item 22-0700-SUPL

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear City Council Member,

I am writing to you requesting the Denial of item 22-0700-SUPL on June 15, 2022, Agenda. There is a K-8 school called Innovation Academy which is within 1500 feet of this property and the code should already deny this requested license. Rainbow is not a through street as it dead ends at the 215 with no overpass and stops at Rancho at the Santa Fe. Rainbow also has many houses that sit on Rainbow with no curbs or sidewalks. I ask you again to help keep this neighborhood in harmony with existing zoning restrictions and compatible by denying this Special Use Permit.

Please Deny the Special Use Permit 22-0070-SUPL on June 15, 2022.

Sent from my iPhone

Submitted after final agenda
Items 58a - 58b

Ashley Foster

From: Krysan Williams
Sent: Tuesday, June 14, 2022 8:24 AM
To: City Clerk, Deputies
Subject: Agenda Item 58 (22-0070-SUP1)

Good morning,

Please submit this ***opposition*** for the record:

Devon Bitseedy
5623 Bishop Flowers St.
Las Vegas, NV 89130

Krysan Williams (she, her, hers)
Special Assistant to Councilwoman Michele Fiore
Las Vegas City Council
kwilliams@lasvegasnevada.gov
Office: (702) 229-2570 Cell: 702-466-5655 Fax: (702) 464-7554
495 S. Main St. | Las Vegas, NV 89101
Las Vegas Ward-6

lasvegasnevada.gov

Submitted after final agenda
Items 58a-58b

Ashley Foster

From: Krysan Williams
Sent: Tuesday, June 14, 2022 3:49 PM
To: City Clerk, Deputies
Subject: Agenda Item 58 (22-0070-SUP1)

Good afternoon,

Please submit this *__opposition__* for the record:

Inez Davis
6310 W. Tropical Parkway
Las Vegas, NV 89130

Krysan Williams (she, her, hers)
Special Assistant to Councilwoman Michele Fiore
Las Vegas City Council
kwilliams@lasvegasnevada.gov
Office: (702) 229-2570 Cell: 702-466-5655 Fax: (702) 464-7554
495 S. Main St. | Las Vegas, NV 89101
Las Vegas Ward-6
lasvegasnevada.gov

Submitted after final agenda
Items 58a-58b

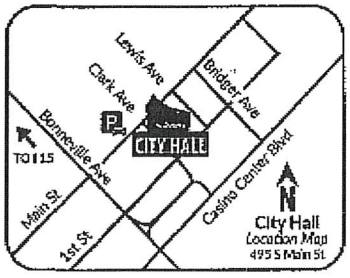
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Absoulutly NO!
School right across the street with housing on all sides.
Rainbow is only 2 lanes.
Traffic congestion would get worse.

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



Scan or go to:
www.lasvegasnevada.gov/meetings

RECEIVED
APR - 5 2022
City of Las Vegas
Department of Planning

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. To contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0070 and 22-0070-SUP1 and 22-0070-SDR1
Planning Commission Meeting of **04/12/2022**

22-0070
12526402004
LUKEY'S FAMILY TRUST
CORRAL LUCRETIA G TRS
5760 GILBERT LN
LAS VEGAS NV 89130-1228

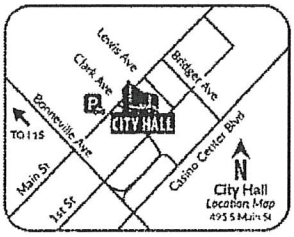
35a-b P

From: Gina Duke
17025547501
2022-04-04 17:00:07 PDT
Page: 2 of 2
To: +17024647499

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. To contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

Planning Commission Meeting of **04/12/2022**

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED

APR - 5 2022

City of Las Vegas
Department of Planning

22-0070
12535111034
DUKE CRAIG D & REGINA L
5521 PORCUPINE RIM ST
LAS VEGAS NV 89130

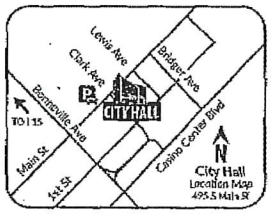
39 BRDFNP1 89130

35a-b P

P.001/003
(FAX)7026571583
04/04/2022 16:13 NW Physicians

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. To contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
22-0070 and 22-0070-SUP1 and 22-0070-SDR1
Planning Commission Meeting of **04/12/2022**

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
APR - 5 2022
City of Las Vegas
Department of Planning

22-0070
12527803004
BRAY DAVID R & MAGGIE M
REVOCABLE LIVING TRUST
BRAY DAVID R & MAGGIE M TRS
5945 N EL CAPITAN WAY
LAS VEGAS NV 89149

Absolutely not Near a School + childcare facility!!

39 BRDFNP1 89149

35a-b P
Pg 1 of 3

INNOVATION ACADEMY

RECEIVED
APR - 5 2022
City of Las Vegas
Department of Planning

To Department of Planning,

I just received a SUP variance request in the mail on 4/4/22 to allow a tavern to be within 400 feet of my Elementary school. I oppose this. I was not given enough time to gather the 70 families that attend and pay to have their children in a safe environment sign a petition to not allow, as well as the 50 families from a separate pre-school next to us. When we applied for the SUP to open the school we had to find a location that was 1500 feet from an existing establishment that serves alcohol. This is also part of our licensing with the State Department of Education. A tavern would put our license at risk as well as the licensed preschool next to us.

On Behalf of Innovation Academy and Dawn of Education we strongly oppose a tavern being allowed within 400 feet of already established and licensed Schools.

Maggie Bray,

Owner of Innovation Academy

702-300-9287

Stephanie Ryne

Owner of Dawn of Education

702-858-8801

Regarding SUP Variances 22-0070

35a-b
Pg 2 of 3

RECEIVED
APR - 5 2022
City of Las Vegas
Department of Planning

Where Children Love to Learn...

DAWN OF EDUCATION .com
6-Weeks to Pre-K

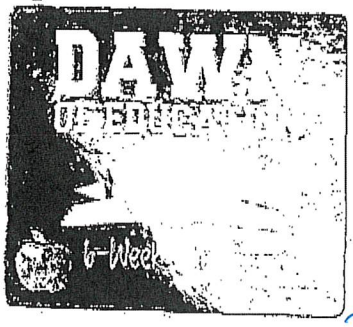
Regarding City of Las Vegas Dept. of Planning:
22-0070 - Public Hearing &
22-0071 - SUP1 - Special Use Permit &
22-0072 - SDR1 - Site Dev. Plan Review

To Whom it May Concern, 04/04/22

As the owner of Dawn of Education, a preschool with infants ages 6-weeks through Pre-Kindergarten, as well as elementary aged students during Summer, I STRONGLY OPPOSE this preposition to give a waiver to this Tavern to be 444 feet (instead of the legal 1,500 feet) from a school. We have over 50 families with 1-3 children in our school. The K-8 Private School next door to us has 75+ families. That is over 125 families with their children in our care everyday (2 schools). Please require the 1,500 feet.

Sincerely,
Stephanie Ryne

We only received notice 4/3/22



702+656+3737 ❤ fax: 702+656+3723 ❤ 5695 North Rainbow Blvd. ❤ Las Vegas, Nevada, 89130 ❤ [illegible]

35a-b

Pg 3 of 3

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



Scan or go to:
www.lasvegasnevada.gov/meetings

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0070 and 22-0070-SUP1 and 22-0070-SDR1

Planning Commission Meeting of 04/12/2022

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Department of Planning

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22-0070
12534514023
SPARKS CASEY JONAS & SACHA ELENA
5425 FLORA SPRAY ST
LAS VEGAS NV 89130-3840

89 BRDFNP1 89130

Any and all interested persons may appear before the City Planning Commission either in person or by representative and speak in favor of this request, or may, prior to this meeting, file a written statement in favor of or in opposition to this request with the Department of Planning, 495 South Main Street, 2nd Floor, Las Vegas, Nevada 89101. Failure to appear or submit written statement may be deemed a waiver of any objection to the manner in which this request is decided. Appeals must be filed with the City Clerk within ten (10) calendar days after the Planning Commission decision is rendered. If no appeal is filed, the decision of the Planning Commission will be final. Appeals must be accompanied by the appropriate fee and will be scheduled for the next available City Council agenda. Appeals will be accepted at the Planning Commission meeting when the decision is rendered, provided the full staff report, Power call (702) 229-6211 (TTY 7-1-1) or go to www.lasvegasnevada.gov/meetings.

Application Information

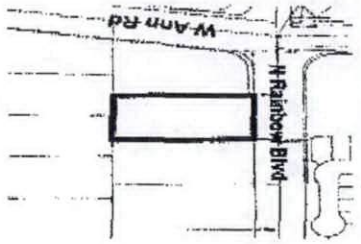
22-0070 - PUBLIC HEARING - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. BECCHI - *For possible action on the following land Use* Entitlement project requests on 0.79 acres at 5640 North Rainbow Boulevard (APN 125-26-410-006). C-1 (Limited Commercial) Zone. Ward 6 (Fiore).

22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED

22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3,900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

We do not have a location in that area. There is a Tavern [illegible] Please have [illegible] with two 495 Shafts and [illegible] a variance that will allow all alcohol [illegible] Tavern should not be approved.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *04/12/2022*
Time: 6:00 PM
Location: Council Chambers
495 South Main St, 2nd Fl.
Las Vegas, Nevada

Submitted after final agenda

35a-bp

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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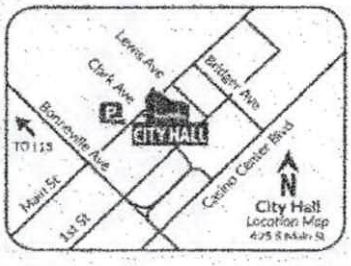

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22-0070 and 22-0070-SUP1 and 22-0070-SDR1

Planning Commission Meeting of **04/12/2022**

22-0070
12526310012
R M C LIVING TRUST ETAL
CABANAS RUBEN JR TRS
6663 ALPINE BROOKS AVE
LAS VEGAS NV 89130-1252

39 BRDFNP1 89130

35a-bP

City of Las Vegas, Department of Planning
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This would not benefit the area. As an adjacent property, the noise, increased traffic and littering would be detrimental to my property

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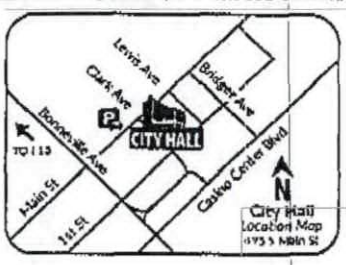

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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22-0070 and 22-0070-SUP1 and 22-0070-SDR1

Planning Commission Meeting of **04/12/2022**

22-0070
12526410005
TAYLOR LISA A & ADAM
5664 N RAINBOW
LAS VEGAS NV 89130-1236

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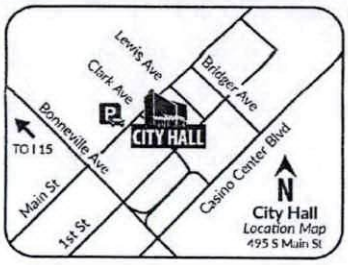

Bars tend to bring violence + bad people who are high or drunk doing Bad things. we have enough bars around here. Don't need another one.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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22-0070 and 22-0070-SUP1 and 22-0070-SDR1
Planning Commission Meeting of **04/12/2022**

22-0070
12534511014
FIRTH BRIAN TRUST
FIRTH BRIAN TRS
5521 GREEN WILLOW ST
LAS VEGAS NV 89130-1647

39 BRDFNP1 89130

35a-b P

You shouldn't be altering City Ordances or allowing alcohol near children.

Jerry S Seaborg

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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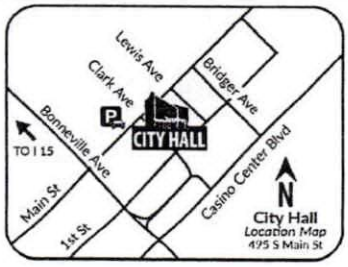

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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Planning Commission Meeting of **04/12/2022**

22-0070
12534511049
SEABORG FAMILY TRUST
SEABORG WENDELL D & TERRY S TRS
5528 ROSE THICKET ST
LAS VEGAS NV 89130-1652

39 BRDFNP1 89130

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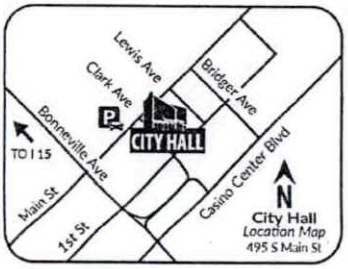

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☒ I OPPOSE this Request

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Planning Commission Meeting of **04/12/2022**

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22-0070
12526310008
GREER FAMILY TRUST
GREER WILLIAM D & DEBORAH L TRS
6727 ALPINE BROOKS AVE
LAS VEGAS NV 89130-1254

39 BRDFNP1 89130

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495 South Main Street
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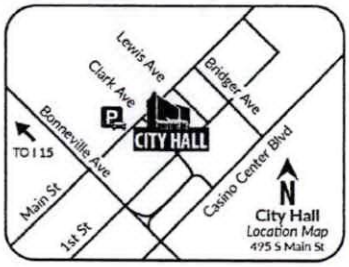

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☒ I OPPOSE this Request

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22-0070 and 22-0070-SUP1 and 22-0070-SDR1

Planning Commission Meeting of **04/12/2022**

No - unacceptable for the neighborhood. To close to residential and school. If there is a school standard, use it, don't waive it. Some other business here, Not this

22-0070
12527714006
LONG C L REVOCABLE TRUST
LONG CHRISTOPHER S & LUCY TRS
5800 GRAND HERITAGE ST
LAS VEGAS NV 89130-4938

39 BRDFNP1 89130

35a-bP

PAGE 01/01
04/06/2022 02:06PM 7025583857 ERA ST ROSE

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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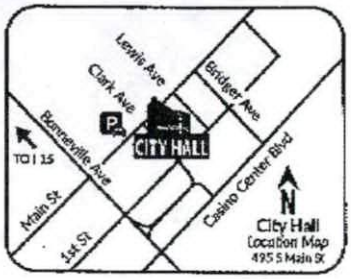

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Planning Commission Meeting of **04/12/2022**

22-0070
12535103016
RAINY DAY INVESTMENTS L L C
MCMENEMY RONS S CHARTERED 401
2530 SILVER BEACH DR
HENDERSON NV 89052

35a-bA

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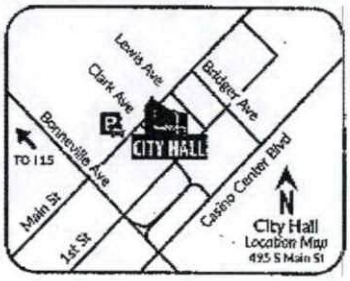

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0070 and 22-0070-SUP1 and 22-0070-SDR1
Planning Commission Meeting of **04/12/2022**

22-0070
12535103014
RAINY DAY INVESTMENTS L L C
MCMENEMY RONS S CHARTERED 401
2530 SILVER BEACH DR
HENDERSON NV 89052

65 BRDFNP1 89052

04/06/2022 02:10PM 7025583857 ERA ST ROSE

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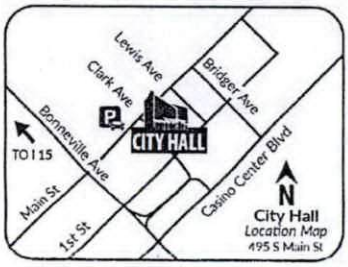

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0070 and 22-0070-SUP1 and 22-0070-SDR1

Planning Commission Meeting of **04/12/2022**

22-0070
12526410006
REOCH DEBRA J
5640 N RAINBOW BLVD
LAS VEGAS NV 89130-1236

"GREAT location for A TAVERN!"

39 BRDFNP1 89130

Applicant vote does not Count

35a-bA

Nora Lares

From: noreply@formstack.com
Sent: Friday, April 8, 2022 9:28 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments

Submitted at 04/08/22 9:28 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Amber Tweedie
Residential or Business Address:	8113 Canyon Wren Ave Las Vegas, NV 89149
Phone:	(702) 241-4119
Email:	amberthegrump@yahoo.com
Comments:	There are two schools 200-400ft away! This would not be a good fit for that area. It would be dangerous to have a bar next to schools. Zoning laws do not allow for that and should not allow this project going forward.

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Nora Lares

From: noreply@formstack.com
Sent: Thursday, April 7, 2022 5:11 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: Planning App Comments
Submitted at 04/07/22 5:11 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Rebecca Taggart
Residential or Business Address:	6056 Wyatt Creek Ave Las Vegas, NV 89130
Phone:	(303) 929-6071
Email:	b.taggart99@hotmail.com
Comments:	I am opposed to a tavern being built at Ann Rd and Rainbow because of its location too near the school and because we don't need another gambling/drinking establishment in this area. Santa Fe Station is literally a mile south on Rainbow. Please do not allow this establishment to be built.

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Nora Lares

From: noreply@formstack.com
Sent: Thursday, April 7, 2022 4:16 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: Planning App Comments

Submitted at 04/07/22 4:15 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Genaro Guzman
Residential or Business Address:	6364 W Italia Ave Las Vegas, NV 89130
Phone:	(702) 655-1506
Email:	genaroguzman@sbcglobal.net
Comments:	Way way too close to a school , shame on you if you approve this

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Nora Lares

From: noreply@formstack.com
Sent: Thursday, April 7, 2022 1:56 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: Planning App Comments

Submitted at 04/07/22 1:56 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Mandy Jones-Popa
Residential or Business Address:	6717 Fruit Flower Ave Las Vegas, NV 89130-3849
Phone:	(808) 381-0508
Email:	mkkjones@hotmail.com
Comments:	I oppose this project in it's entirety. I'm sure there's a better location for this establishment. Why set rules & regulations, if you plan to entertain bending them? We need to keep the safety of our children and our community in mind.

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Nora Lares

From: noreply@formstack.com
Sent: Thursday, April 7, 2022 12:42 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: Planning App Comments
Submitted at 04/07/22 12:41 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	janice patterson
Residential or Business Address:	6424 break point ave las vegas, NV 89130
Phone:	(702) 204-5972
Email:	lvjan777@cox.net
Comments:	I feel like this is not a good fit for our neighborhood. Current law requires that a bar be 1500 feet from a school (Kinder Prep Academy), and they are only 444 away. That is more than 2/3 of a modification of the distance requirement.

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35a-bP

Nora Lares

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Sent: Saturday, April 9, 2022 6:38 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: Planning App Comments

Submitted at 04/09/22 6:37 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Robert Schidle
Residential or Business Address:	3505 Dover Bay Street Las Vegas, NV 89129
Phone:	(606) 584-6902
Email:	bschidle@gmail.com
Comments:	Too close to nearby schools

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Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 10:34 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments

Submitted at 04/09/22 10:33 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Aloycha de La Roche
Residential or Business Address:	6100 Iron Kettle Las Vegas, NV 89130
Phone:	(702) 882-0457
Email:	aloycha@cox.net
Comments:	This proposal would allow 24/7 drinking of alcohol too close to a school, to residential dwellings, and to a very busy intersection. I see no need for a "local bar" in our neighborhood. Thank you

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Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 9:58 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments

Submitted at 04/09/22 9:57 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Jeanne Lewis
Residential or Business Address:	5450 Shay Mountain Place Unit 104 Las Vegas, NV 89149
Phone:	(702) 234-5421
Email:	jealew7@aol.com
Comments:	I am opposed because the standard is not being applied here . This is abutting a residential area affecting families and children if this variance is granted. This type of business draws riff raff and crime! This business would also be open 24/7/365 impinging on the solitude of the area! PLEASE DO NOT APPROVE bill #22-0070 Thank you, Jeanne Lewis

35a-bP

Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 9:32 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/09/22 9:31 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	sherry chaillou
Residential or Business Address:	6695 ALPINE BROOKS AVE LAS VEGAS, NV 89130
Phone:	(443) 618-1714
Email:	sschotwine@gmail.com
Comments:	I opp[ose this because it is too close to Innovation Academy School, 1 block from Estelle Neal Park and another School Joseph Neal Academy. Many children walk to schools and play in the park in this 2 block area and the increased activity would be dangerous. We also have many joggers and bike riders who use these streets. This is a relatively quite area with not a lot of traffic. Personally I am a senior citizen and I walk to Walgreens to get my prescriptions and would not feel safe doing that with this establishment being there. The new

35a-bP
Pg 1 of 2

711 on the corner is going to increase traffic enough we do not need a 24/7 bar. Plus we have a Station Casino 2 blocks south of this community.

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35 a-b
pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 9:16 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/09/22 9:15 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Julie Kennedy
Residential or Business Address:	6065 W. El Campo Grande Ave. Las Vegas, NV 89130
Email:	jkennedy2893@gmail.com
Comments:	I strongly oppose allowing a tavern (Dotty's Casino with 24/7 drinking and gambling) in such close proximity to a school (Kinder Prep Academy)! What a ludicrous proposal! There is absolutely no reason this should ever happen.

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Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 8:11 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments

Submitted at 04/09/22 8:11 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Pam Chadwick
Residential or Business Address:	7460 Orange Haze Way Las Vegas, NV 89149
Phone:	(702) 658-1523
Email:	goldenz1pam@yahoo.com
Comments:	There are several already in our area. Do not allow this variance!

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35a-bP

Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 6:23 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments

Submitted at 04/09/22 6:23 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Kristine Uravich
Residential or Business Address:	5712 Arroyo Dunes Ave Las Vegas, NV 89130
Comments:	I stand in opposition to allowing a special use permit for a tavern to be allowed near the intersection ofAnn Road and Rainbow. The permit violates prescribed separation from a school. It is vital to protect the safety of children by observing the distance requirement set forth in comprehensive plans. Allowing variances such as the one requested in this project undermines the plan to maintain a distinction between residential and commercial development. Please continue to protect the community by denying this variance.

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35a-bP

Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 1:40 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/09/22 1:39 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Katherine Vandenkooy
Residential or Business Address:	6904 Beach Nest Ave Las Vegas, NV 88130
Phone:	(702) 812-6921
Email:	katshvv@hotmail.com
Comments:	Please do not approve this! We have children that attend KinderPrep Academy and we shouldn't have to worry about someone getting behind the wheel of a 2 ton vehicle intoxicated, buzzed, or exhausted from being up all night gambling and making a bad decision to drive. Our world has changed so much since the pandemic, people are desperate for money and we basically have to fight to keep whats ours from being stolen. Please don't add one more thing for us to worry about. Our children are our future. Please don't jeopardize their lives or innocent people who use Rainbow/Ann rd every single day. My Mom has lived just up the

35a-b P
Pg 1 of 2

street for 27 years. We love our neighborhood! Dottys or any place serving alcohol does not belong near a daycare…ever!!

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35a-b
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Wednesday, April 6, 2022 10:51 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/06/22 10:50 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Kimberly Bitseedy
Residential or Business Address:	5623 Bishop Flowers St Las Vegas, NV 89130
Phone:	(626) 606-7577
Email:	kbitseedy@gmail.com
Comments:	The amount of drunk drivers we will have in a residential neighborhood with a school only 444 feet away makes this absolutely unacceptable. This is a neighborhood of hard working families who came here to provide the best and safest living quarters. This is not a neighborhood who wants a bar and gambling establishment. I oppose this completely, bring family friendly business to our neighborhood but please don't bring drunk drivers and gambling addicts here.

35a-bP

Nora Lares

From: noreply@formstack.com
Sent: Monday, April 11, 2022 4:38 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/11/22 4:37 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	LeAnn Browning
Residential or Business Address:	5417 Carnation Meadow St. Las Vegas, NV 89130
Phone:	(702) 219-6004
Email:	markleannb@yahoo.com
Comments:	There are multiple reasons why this application for a waiver should be rejected. The first is with regards to the waiver of the 1500 foot separation distance between the tavern and the school across the street. The waiver would grant a 440 foot distance, which is more than 2/3 less of the required distance. How would this change keep the integrity and desire of that established regulation in protecting children? In reality, if you measure from parking lot to parking lot, the distance is much less than that. When I did a google search for Dotty's in our area, I found that there is currently

35a-bP
Pg1of2

one Dotty's a mile to the west, and 4 other Dotty's within about 2 miles of this proposed site. There is also another bar, PT's Gold about 1.5 miles away and the Santa Fe Casino a mile away. There is not a lack of 24/7 gaming/liquor establishments in our neighborhood.
I have also heard from a neighbor who through her work on an ambulance has been on multiple calls to Dotty's and other similar businesses and has seen first hand the issues of drunkenness and homelessness that are associated with them.
A few years ago I attended a meeting regarding the Rainbow Boulevard North Corridor Plan. This type of business was definitely not a part of that plan. We recognize that these lots have been rezoned to commercial, but this request for a Dotty's does not fit in that plan. Why was so much time and money spent to develop it if it is of no worth to uphold?

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35a-b
pg 20f2

Nora Lares

From: noreply@formstack.com
Sent: Monday, April 11, 2022 9:24 AM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: Planning App Comments

Submitted at 04/11/22 9:24 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Cynthia Perez
Residential or Business Address:	4529 Denali Ave N. las Vegas, NV 89032
Phone:	(702) 672-4587
Comments:	We do not need more taverns in this area, especially serving alcohol near our schools.

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35a-b P

Nora Lares

From: noreply@formstack.com
Sent: Sunday, April 10, 2022 10:11 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/10/22 10:10 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Colleen Thoroughgood
Residential or Business Address:	5400 Carnation Meadow Street Las Vegas, NV 89130
Phone:	(702) 487-2412
Email:	mercy_me41@yahoo.com
Comments:	I have had the pleasure of serving the Las Vegas valley for over 15 years in the 911 system as a first responder. In my career I have ran more calls at Dotty's casino throughout the valley than I am even able to count. I have worked night shift and day shift and have run calls on both, calls that consist of drunk patrons, fights in the bar, shootings and stabbings, and homeless vagrants surrounding the business and causing problems. I live directly across from this proposed location, and my toddler will attend the preschool across the street, and she will eventually attend the elementary school just a few blocks away. Also I have teenagers, one

35a-b P
Pg 1 of 7

whom is in the process of learning to drive and another who will be doing the same within the next few months and we leave our house directly across the street from this proposed location for driving lessons on a daily basis. Not to mention a school crossing is just a block or so from this location, a crossing that I will use daily to take my toddler to school . I have sadly ran 911 calls for crashes during school hours, crashes that were caused by drunk drivers, crashes that were steps from bus stops and crossing guards, crashes that happened not just in the night but at 9 in the morning. This will be a 24 hour business that does not differentiate the difference between school hours and non school hours when serving their patrons alcoholic drinks. I strongly am against granting this business a license for this location. Thank you for your time and consideration to this manner.

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35a-b
pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Sunday, April 10, 2022 8:56 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments

Submitted at 04/10/22 8:55 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Deeandra Osborne
Residential or Business Address:	6425 Tina Lane Las Vegas, NV 89130
Phone:	(702) 395-2528
Email:	osborne123@embarqmail.com
Comments:	We absolutely DO NOT need a Dotty's in our area. It's already going downhill with the Chevron on one corner and now a 7-11 on the other. It's getting ridiculous! You're turning our residential area into a high crime area with establishments like these. We do not need them so close to our homes, please do not allow this to happen. You're turning the NW area into a hot mess and our property values are declining. I am 100% against a Dotty's to be built in our area, we do not need that kind of business so close to our homes.

35a-bP

Nora Lares

From: noreply@formstack.com
Sent: Sunday, April 10, 2022 11:18 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/10/22 11:18 AM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Brenda Taylor
Residential or Business Address:	5716 Taj Mahal Dr Las Vegas, NV 89130
Phone:	(702) 521-6785
Email:	bt89130@gmail.com
Comments:	We do not need alcohol served close to educational facilities. We don't want a 24/7 business in that location.

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35a-bP

Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 9:28 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments

Submitted at 04/09/22 9:28 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Robin Szoke
Residential or Business Address:	5520 Carnation Meadow Street Las Vegas, NV 89130
Phone:	(702) 480-7878
Email:	owngoal@cox.net
Comments:	Oppose. Too close to two schools. Many liquor establishments in immediate area. Please support us, the people who live here!

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35a-bP

Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 9, 2022 9:26 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 04/09/22 9:25 PM

Meeting Date:	Tuesday, April 12, 2022
Project Number:	22-0070
Position:	I OPPOSE the project and all related applications.
Name:	Laszlo Szoke
Residential or Business Address:	5520 Carnation Meadow Street Las Vegas, NV 89130
Phone:	(702) 353-2411
Email:	lazlo007@cox.net
Comments:	Way too close to kindercare. We have plenty of gaming in the immediate area also. Please do not allow this establishment to build here.

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35a-bP

City of Las Vegas
Department of Planning
City Hall
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101

Fax to: 702-464-7499
Pages to follow: 2
To: City of LV Dept. of planning

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Return Service Requested

Official Notice of

From: 12527803005
SAGE & PINE GROUP L L C

Neighborhood Meeting

RECEIVED
APR 07 2022
Dept of Planning
City of Las Vegas

DBA - Dawn of Education

Case(s):
22-0070, 22-0070-SUP1, 22-0070-SDR1
Case(s) scheduled tentatively for:
April 12th, 2022 Planning Commission Meeting

Application Information

22-0070 - PUBLIC HEARING - APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH - For possible action on the following Land Use Entitlement project requests on 0.79 acres at 5640 North Rainbow Boulevard (APN 125-26-410-006), C-1 (Limited Commercial) Zone, Ward 6 (Fiore).

22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED, Ward 6 (Fiore).

22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3,900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS, Ward 6 (Fiore).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Neighborhood Meeting Information

Location: Centennial Hills Library
6711 North Buffalo Drive
Las Vegas, Nevada 89131

Date/Time: Tuesday, April 5, 2022, at 6:15 p.m.
Contact: Andrea Carroll, (720) 227-1216

This meeting will be conducted by the applicant in order for the citizens to be informed and provide feedback. The city is responsible for notification **only**.

35a-b P
Pg 1 of 3

Where Children Love to Learn...

DAWN OF EDUCATION .com
6-Weeks to Pre-K

RECEIVED
APR 07 2022
Dept of Planning
City of Las Vegas

Regarding City of Las Vegas Dept. of Planning:
22-0070 - Public Hearing &
22-0070 - SUP1 - Special Use Permit &
22-0070 - SDR1 - Site Dev. Plan Review

To Whom it May Concern, 04/04/22

As the owner of Dawn of Education, a preschool with infants ages 6-weeks through Pre-Kindergarten, as well as elementary aged students during summer, I STRONGLY OPPOSE this preposition to give a waiver to this Tavern to be 444 feet (instead of the legal 1,500 feet) from a school. We have over 50 families with 1-3 children in our school. The K-8 Private School next door to us has 75+ families. That is over 125 families with their children in our care everyday (2 schools). Please require the 1,500 feet.

Sincerely,
Stephanie Ryne

We only received notice 4/3/22

DAWN OF EDUCATION .com
6-Weeks to Pre-K

35A-b
Pg 2 of 3

702+656+3737 ❤ fax: 702+656+3723 ❤ 5695 North Rainbow Blvd. ❤ Las Vegas, Nevada, 89130 ❤ www.kinder-prep.com

Where Children Love to Learn...

DAWN OF EDUCATION .com
6-Weeks to Pre-K

RECEIVED
APR 07 2022
Dept of Planning
City of Las Vegas

04/04/22

I, Stephanie Ryne, owner of Sage and Pine Group LLC, DBA Dawn of Education (preschool) agree with Maggie Bray, owner of Innovations Academy (Private K-8 school). Our 2 schools are next door to eachother and less than 450 feet from the proposed location for the "tavern" (Special Use Permit 22-0070-SUP1). Maggie Bray has my permission to speak on my behalf regarding this matter, as I will be out of town for a funeral.

Signed,

Steph Ryne

04/04/22

DAWN OF EDUCATION .com
6-Weeks to Pre-K

35a-b
pg 3 of 3

702+656+3737 ❤ fax: 702+656+3723 ❤ 5695 North Rainbow Blvd. ❤ Las Vegas, Nevada, 89130 ❤ [redacted]

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

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

May 2, 2022

City of Las Vegas Planning and Zoning
495 Main Street
Las Vegas, Nevada 89101

RE: 22-0070 Abeyance from May 10, 2022, Planning Commission Hearing.

Dear Ms. Eddowes,

Our firm has been retained to represent the applicant in the above mentioned matter. It is Design Review and Use Permit for a new Tavern generally located at the north east corner of Ann Road and Rainbow Blvd. In light of Staff's unfavorable recommendation, and concerns expressed by nearby stakeholders, we require additional time to review different options for the operation of the proposed tavern.

We respectfully request this matter be held-over to the June 21, 2022 Planning Commission Hearing.

With appreciation,

Lora Dreja
Land Entitlements
(702) 598-1408

CC: Nora Lares

RECEIVED
05/02/2022
22-0070

Nora Lares

From: Lora Dreja <lora@brownlawlv.com>
Sent: Wednesday, May 4, 2022 11:03 AM
To: Nora Lares; Lou Desalvio
Cc: Nicole Eddowes
Subject: Please rescind this letter 22-0070

Importance: High

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The partners in this firm prefer to have the item discussed on Tuesday.

I apologize for any confusion.

Lora

From: Lora Dreja
Sent: Monday, May 2, 2022 11:37 AM
To: Nora Lares <nlares@lasvegasnevada.gov>
Cc: Nicole Eddowes <neddowes@LasVegasNevada.GOV>
Subject: 22-0070 Abeyance request from May 10 Planning Commission

Hello Nora,

22-0070 is scheduled to be heard at PC next Tuesday. I've attached a letter to hold it over to the JUNE PC meeting.

Many thanks

Lora
(702) 598-1408

Submitted after final agenda

RECEIVED
05/05/22
22-0070
ITEM 29a-b

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: MAY 10, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEVELAND WELTER, LLC - OWNER: DEBRA J. REOCH

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0070-SUP1	Staff recommends DENIAL, if approved subject to conditions:	
22-0070-SDR1	Staff recommends DENIAL, if approved subject to conditions:	22-0070-SUP1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 694

PROTESTS 10

APPROVALS 2

Submitted after final agenda NE

Date 5/10/2022 Item Items 29a-29b

** CONDITIONS **

22-0070-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Liquor Establishment (Tavern) use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (22-0070-SDR1) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. A Waiver from Title 19.12 is hereby approved, to allow a 444-foot distance separation from an individual care center licensed for more than 12 children where 1,500 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, as well as submitted as part of any business license application.

7. Approval of this Special Use Permit does not constitute approval of a liquor license.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

NE

22-0070-SDR1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (22-0070-SUP1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan and building elevations date stamped 04/11/22; and floor plan date stamped 05/09/22, except as amended by conditions herein.

4. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot landscape buffer adjacent to the east property line where eight 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. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

NE

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
    - 36-inch box shade trees shall be planted every 20 feet on center, with a minimum of four, 5-gallon shrubs planted for every required tree.

9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Prior to the issuance of any building permits, grant a Pedestrian Access Easement along Rainbow Boulevard for any public sidewalk not within the public right-of-way. Additionally, the owner of this site shall grant joint access to the parcel to the north (APN 125-26-410-005) at the time of future access as shown on the approved site plan.

12. Construct half-street improvements on Rainbow Boulevard including any transition paving at the north edge of this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

13. This site shall connect to public sewer in Rainbow Boulevard.

14. 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.

NE

15. Submit a License Agreement for landscaping and private improvements in the public rights of way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property within the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

16. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

NE

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to develop a 3,900 square-foot Liquor Establishment (Tavern) on 0.79 acres at 5640 North Rainbow Boulevard.

ISSUES

- Due to the existence of a quasi-municipal well at the rear of 5686 North Rainbow Boulevard, a 10-foot wide access easement is necessary to provide access to the well for maintenance and service. This access easement prevents the proposed development from providing the required eight-foot landscape buffer adjacent to the east property line as required by Title 19 and a Waiver is necessary. The required eight-foot wide landscape buffer is adjacent to the easement line instead.
- A Waiver is requested to allow a 444-foot distance separation between the proposed Liquor Establishment (Tavern) and an Individual Care Center Licensed for More Than 12 Children [Childcare] where 1,500 feet is required. Staff does not support this request.
- The subject site is located within the Ann-Rainbow portion of the Rainbow Boulevard North Corridor Plan.

ANALYSIS

The subject site was previously approved by the Planning Commission for a commercial development [Site Development Plan Review (SDR-75125)] that encompassed the four lots adjacent to the northeast corner of Ann Road and Rainbow Boulevard (5620, 5640, 5664 and 5686 North Rainbow Boulevard). The commercial development encompassed 3.24 acres. The commercial development consisted of two, single-story 8,400 square-foot buildings, and a 2,985 square-foot convenience store with fuel canopies located on the corner of Ann Road and Rainbow Boulevard. The development was approved with a Waiver to allow a zero-foot wide landscape buffer adjacent to the east perimeter due to the existing access easement required for an existing well that services the adjacent residential neighborhood to the east. Instead, the required landscape buffer was located adjacent to the easement line, providing a buffer between the commercial development and the existing single-family residences to the east.

NE

The commercial building portion of that development was not pursued, and on August 10, 2021 the Planning Commission approved a Site Development Plan Review (21-0320-SDR1) for a proposed 2,985 square-foot convenience store with fuel pumps and canopy on the 0.82 acre corner of Ann Road and Rainbow Boulevard. The convenience store is currently under construction and will operate as a "7-11." This left the adjacent three lots to the north zoned C-1 (Limited Commercial) with single-family residences on them.

This application is for a 3,900 square-foot tavern on the 0.79 acre lot directly adjacent to the north property line of the convenience store currently under construction.

Special Use Permit

The Liquor Establishment (Tavern) use is described by Title 19.12 as "a facility which sells alcoholic beverages for consumption on the premises where the same are sold and authorizes the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold."

The Minimum Special Use Permit Requirements for this use include:

1. Requirement 1: Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum distance separation between liquor establishments (tavern), and a minimum distance separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided in these Requirements, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church/house of worship, school, individual care center licensed for more than 12 children, or City park.

   The proposed use does not meet this requirement as there is an individual care center licensed for more than 12 children located on the west side of Rainbow Boulevard, approximately 444 feet away when measured parcel line to parcel line.

2. Requirement 2: The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

   This requirement is not applicable.

NE

3. Requirement 3: The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:
   a. Will be located on a parcel within the C-V District, the Market District or Symphony Park District as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B), the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;
   b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark;
   c. Will be located within a regional mall; or
   d. Will be located within a mixed-use development:
      i. That has been approved by means of Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;
      ii. That has a minimum net site area of 15 acres; and
      iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet;
   e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet;
   f. Will have a general on-sale alcoholic beverage license operated in conjunction with an establishment listed in LVMC 6.50.060; or
   g. Will have a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

   A Waiver of the required 1,500 feet distance separation is requested in accordance with "e" above, as Rainbow Boulevard is classified as a Primary Arterial by the Master Plan of Streets and Highways, and once fully improved will have a width of 100 feet.

4. Requirement 4: The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.

   If approved, this requirement will be a Condition of Approval and will be strictly enforced.

NE

Due to the requested Waiver of the required distance separation from a childcare facility, staff is not able to support the requested Special Use Permit and is recommending denial of the request.

Site Development Plan Review

The applicant is proposing to construct a 3,900 square-foot, single-story, 22-foot tall structure with parapets that reach the height of 30 feet. The proposed tavern floor plan depicts a floor area able to accommodate up to 15 gaming machines, a dining area, bar, kitchen, a manager's and clerk's office, and restrooms.

The front building façade (west) depicts stone accents, awnings and windows. The north elevation facing residences contains no windows and the continuation of the stone accent along the bottom portion of the structure. The south elevation facing the convenience store depicts windows with an awning, and the continuation of the stone accent along the bottom portion of the structure. The rear of the structure (east elevation) facing the rural single-family residences does not contain any windows, awnings, but does contain the accent stone along the bottom of the proposed structure for continuity and a coherent design of all building elevations as required by Title 19.08.

Due to the existence of a quasi-municipal well at the rear of 5686 North Rainbow Boulevard, a 10-foot wide access easement is necessary to provide access to the well for maintenance and service. This access easement prevents the proposed development from providing the required eight-foot landscape buffer adjacent to the east property line as required by Title 19 and a Waiver is necessary. Per the Department of Public Works, "*no onsite improvements shall be constructed within the easement*." This extraordinary site condition prevents the applicant from meeting the minimum standards for the eastern landscape buffer. As an alternative, the applicant is proposing to install a landscape buffer adjacent to the easement line that varies in width from eight feet to 10 feet as required by Title 19.08 for perimeter landscape buffer requirements.

When the subject site was part of an overall commercial development, interior drive aisle access was provided between the buildings and uses that would reduce the number of commercial driveways on Rainbow Boulevard. Currently, the convenience store (7-11) under construction on the northeast corner of Ann Road and Rainbow Boulevard does not provide an interior access aisle to the subject site to the north, resulting in a second commercial driveway being proposed for Rainbow Boulevard. If approved, a Condition of Approval has been added by staff for an interior access drive aisle to be provided to the commercially zoned property to the north (5664 North Rainbow Boulevard) if developed. The proposed development provides four extra parking spaces and a Variance would not be necessary if three parking spaces where lost to a future driveway.

NE

On February 15, 2017 the City Council adopted the Rainbow Boulevard North Corridor Plan. The Plan area boundaries consist of all properties located adjacent to Rainbow Boulevard, between Rancho Drive and CC-215. The purpose of the Rainbow Boulevard North Corridor Plan is to approach community planning and transportation planning as an intertwined process that focuses on Rainbow Boulevard as a community corridor. Rainbow Boulevard serves as a multi-modal spine (buses, cars, bikes, and pedestrians) that traverses multiple neighborhoods and serves primarily local residents that live within a distinctly characterized area. Issues develop when a rural community loses its character because the primary roadway is classified as, but does not operate at, an urban level.

The vision for the Rainbow Boulevard North Corridor is a walkable corridor that exudes the feeling of small town Americana similar to what can be found in many Western Main Streets. The Plan seeks to preserve the essence of the small amounts of remaining rural character along the Rainbow Boulevard North Corridor by emphasizing uses that serve the corridor community and encouraging development patterns that align with the single-family neighborhoods. It is important to note that this Plan does not exclude commercial or multi-family residential uses along the corridor; rather, it seeks to encourage those uses to contribute to the needs of the neighborhoods and aesthetically blend in with the community. It is anticipated that establishing a sense of place along the corridor is one of the strongest strategies for preserving the remaining elements of rural character by facilitating community involvement and strengthening the identity of the corridor.

Most of the land uses in the Ann-Rainbow portion of the Plan are dedicated to residential: the variety of zoning districts include: R-CL (Single Family Compact-Lot), R-1 (Single Family Residential), Residential Planned Development (R-PD) ranging in density from R-PD2 to R-PD8 and, in a smaller percentage, Single Family Residential – Restricted (R-D) and R-E (Residence Estates). Three of the four corners at the Ann Road and Rainbow Boulevard intersection and the three lots north of the northeast corner of Ann Road and Rainbow Boulevard are now zoned C-1 (Limited Commercial), which includes the subject site. Because of the subject site's adjacency to low density detached residential neighborhoods, the subject site is one of four lots that mostly affects the quality of life of the current residents.

The Plan recommends commercial development be limited to the Ann and Rainbow intersection and south thereof. The Plan's inventory analysis found that commercial development located elsewhere along the corridor would negatively impact the quality of life of existing residents, and non-residential development located north of Ann Road within the Plan area is highly discouraged. The preferred development outlined by the Rainbow North Corridor Plan for this section of the Character Area is residential and include:

- Duplexes that retain the bulk and scale of the surrounding neighborhood developments;
- Townhouses that are oriented to Rainbow Boulevard.

NE

Staff continues to support the Rainbow Boulevard North Corridor Plan and finds the continued encroachment of commercial buildings and land uses north of Ann Road to be incompatible with the existing residential development that surrounds the subject site, including property zoned R-E (Rural Estates Residential) within an RNP (Rural Neighborhood Preservation) area in Clark County Nevada to the east. While the subject sites is zoned C-1 (Limited Commercial), it is still able to be rezoned and redeveloped into a residential land use that is compatible with the existing surrounding residential zoning districts and land uses.

One of the desired results of the implementation of the City of Las Vegas 2050 Master Plan is to strengthen the character of mature neighborhoods with the least intrusive infill development, such as single-family homes, townhomes and condominiums that also provide a mix of housing types in neighborhoods where transportation alternatives exist. Approximately 150 feet from the northwest corner off Ann Road and Rainbow Boulevard is a bus stop, in addition to one located approximately 170 feet from the southwest corner of Ann Road and Rainbow Boulevard making the subject site suitable for housing as outlined by the 2050 Master Plan.

In addition, a Waiver is requested to allow the proposed Liquor Establishment (Tavern) land use to be located 444 feet from an Individual Care Center [Child Care] Licensed for more than 12 Children where 1,500 feet is required. Staff is not able to support a Special Use Permit that does not meet the minimum Special Use Permit requirements set forth by Title 19.12 and is recommending denial of the requested Special Use Permit and Site Development Plan Review.

FINDINGS (22-0070-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The existence of a childcare center and large-lot single-family residential homes in the immediate area make the subject site incompatible with the existing surrounding land uses. The Rainbow Boulevard North Corridor Plan recommends commercial land uses not expand northward on Rainbow Boulevard past the immediate corner of Ann Road and Rainbow Boulevard encroaching upon the residential neighborhoods to the north.

NE

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site shares a property line with a large lot, rural single-family residential home to the east, and is less than 500 feet from an existing childcare facility on the west side of Rainbow Boulevard making the subject site not suitable for the proposed Liquor Establishment (Tavern) use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   If approved, half street improvements adjacent to the site including curb, gutter and sidewalk are required in association with the proposed development. Rainbow Boulevard is classified as a Primary Arterial by the Master Plan of Streets and Highways and will be adequate in size after the improvements are completed.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the requested Special Use Permit at the subject site is inconsistent with the General Plan which intends the existing Service Commercial land use designation to support low intensity commercial offices, businesses or retail.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Tavern use does not meet the minimum distance separation requirements between a Liquor Establishment (Tavern) and an individual care center licensed for more than 12 children located on the west side of Rainbow Boulevard, and a Waiver of this requirement is requested, which staff does not support.

FINDINGS (22-0070-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

NE

1. **The proposed development is compatible with adjacent development and development in the area;**

   Staff finds the proposed tavern development to be incompatible with the existing residential development adjacent to the subject site. Staff does not support the continuing encroachment of commercial development into a predominantly residential area, especially when the proposed commercial development is directly adjacent to property zoned R-E (Rural Estates Residential) within an RNP (Rural Neighborhood Preservation) area in Clark County Nevada. In addition, the subject site is within the North Rainbow Corridor Plan which specifically recommends residential type uses such as townhomes for the subject site if developed.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   If the Special Use Permit and Site Development Plan Review requests are approved, the proposed development would be consistent with the Rainbow North Corridor Plan which recommends residential development such as townhomes, not commercial development and land uses.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access would be provided from Rainbow Boulevard, a 100-foot Primary Arterial as classified by the Master Plan of Streets and Highways. At the intersection of Ann Road and Rainbow Boulevard, Rainbow Boulevard is a fully improved 100-foot right-of-way, but tapers down to approximately 50 feet due to the fact that north of the intersection are existing lot-large single family homes that are rural in nature and half street improvements are not required for such development. If this application is approved, half street improvements including sidewalk, curb and gutter will be required, and Rainbow Boulevard will be 100 feet in width adjacent to the subject site, only to immediately drop back down to 50 feet in width since the remaining parcels on the block directly north of the subject sites are still utilized as rural single-family homes with no street improvements. This will create a roadway that will negatively impact the predominantly residential neighborhood traffic that exists north of Ann Road.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials include stucco, stone and metal which are appropriate materials for the area and the City. The proposed landscape materials include 'Desert Willow' trees and 'Desert Sage' shrubbery which are appropriate for a desert climate.

NE

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations are not obnoxious or unsightly, and meet the minimum requirements set forth by Title 19.08 that requires all sides of a building to be coherently designed and treated with a consistent level of detailing and finish being required for all sides of a building.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development would be subject to review during the plan check and permitting process, as well as regular site inspections during construction. Once constructed, the use would be subject to business license review and continuing compliance once licensed. These measures are in place to protect the public health, safety, and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/17/18	The City Council approved a request for a General Plan Amendment (GPA-67883) from DR (Desert Rural Density Residential) and R (Rural Density Residential) to SC (Service Commercial) on 2.42 acres on the east side of Rainbow Boulevard, approximately 85 feet north of Ann Road. The Planning Commission recommended approval, staff recommended denial.
	The City Council approved a request for a Rezoning (ZON-67884) from R-E (Residence Estates) to C-1 (Limited Commercial) on 2.42 acres on the east side of Rainbow Boulevard, approximately 85 feet north of Ann Road. The Planning Commission recommended approval, staff recommended denial.

NE

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
	The City Council approved a request for a Site Development Plan Review (SDR-68324) for a proposed 28,800 square-foot general retail store, other than listed with a Waiver to allow a zero-foot landscape buffer where eight feet is required along the east perimeter on 2.42 acres on the east side of Rainbow Boulevard, approximately 85 feet north of Ann Road. The Planning Commission recommended approval, staff recommended denial.
04/23/19	The Planning Commission approved a request for a Special Use Permit (SUP-75124) for a proposed 2,985 square-foot Beer/Wine/Cooler Off-Sale Establishment Use at the northeast corner of Ann Road and Rainbow Boulevard. Staff recommended denial.
	The Planning Commission approved a request for a Site Development Plan Review (SDR-75125) for a proposed 19,785 square-foot Commercial Center including a 2,985 square-foot Convenience Store with Fuel Pumps and Canopy; and two, 8,400 square-foot Commercial Buildings with Waivers to not orient the buildings to the corner or the street front where such is required; to allow portions of the landscape buffer adjacent to the west property line to be three feet, and portions of the south property line to be five feet where 15 feet is required for both; and to allow portions of the landscape buffer adjacent to the east property line to be five feet where eight feet is required on 3.24 acres at the northeast corner of Ann Road and Rainbow Boulevard. Staff recommended denial.
08/10/21	The Planning Commission approved a request for a Special Use Permit (21-0320-SUP1) for a proposed 2,985 square-foot Beer/Wine/Cooler Off-Sale Establishment Use at 5620 North Rainbow Boulevard. Staff recommended denial.
	The Planning Commission approved a request for a Site Development Plan Review (21-0320-SDR1) for a proposed 2,985 square-foot Convenience Store with Fuel Pumps and Canopy with Waivers of Title 19 Landscape Buffer Requirements and to not orient the building to the corner where such is required on 0.82 acres at 5620 North Rainbow Boulevard. Staff recommended denial.
04/12/22	The Planning Commission voted (7-0) to hold in ABEYANCE 22-0070 [SUP1 and SDR1] to the May 10, 2022 Planning Commission meeting.

Most Recent Change of Ownership	
04/1999	A deed was recorded for a change in ownership.

NE

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
02/10/22	Staff provided the applicant a submittal checklist for the proposed tavern development.

Neighborhood Meeting
A neighborhood meeting was not required, but a voluntary neighborhood meeting was held on April 5, 2022. Staff was not in attendance of the voluntary neighborhood meeting.

Field Check	
02/26/22	Staff performed a routine field check to observe the subject site and confirm the existence of a child care facility located on the west side of Rainbow Boulevard. The existing single-family structure was in good condition, but staff was unable to determine if it was or wasn't currently being utilized as a single-family residence, or vacant.

Details of Application Request	
Site Area	
Gross Acres	0.79

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family, Detached	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family, Detached	SC (Service Commercial)	C-1 (Limited Commercial)

NE

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Convenience Store (Under Construction)	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family, Detached	RNP (Rural Neighborhood Preservation) Clark County	R-E (Rural Estates Residential) Clark County
		RL (Residential Low) Clark County	
West	Single Family, Detached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
	General Retail Store	R (Rural Density Residential)	C-1 (Limited Commercial)

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***
Rainbow Boulevard North Corridor Plan	N*
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

**The Rainbow Boulevard North Corridor Plan recommends residential development for this area such as townhomes, and no commercial development north of the corner of Ann Road and Rainbow Boulevard.*

NE

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	126 Feet	Y
Min. Setbacks			
• Front	10 Feet	177 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	10 Feet	N/A	N/A
• Rear	20 Feet	20 Feet	Y
Max. Lot Coverage	50 %	11 %	Y
Max. Building Height	15 Feet	30 Feet	Y*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	
Mech. Equipment	Screened	By Condition	

**All property to be developed for nonresidential or multifamily residential use that is located adjacent to property which is zoned R-E, R-D, R-1, R-SL or R-CL, unless such adjacent property is developed with a nonresidential use, shall conform to the residential adjacency standards set forth in this Subsection. The residential properties located along the east property line are not within the City limits and the Residential Adjacency Standards set forth by Title 19.08 do not apply. If applicable, Residential Adjacency Standards would require a 66-foot setback from the east property line as long as the parapets met the 3:1 slope requirement. If not, then the setback required would be 90 feet.*

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	13 Trees	8 Trees	N*
• South	1 Tree / 20 Linear Feet	13 Trees	8 Trees	N*
• East	1 Tree / 20 Linear Feet	7 Trees	6 Trees	N*
• West	1 Tree / 20 Linear Feet	3 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**36 Trees**	**22 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	12 Trees	12 Trees	Y

NE

Landscaping and Open Space Standards				
Standards	**Required**		**Provided**	**Compliance**
	Ratio	**Trees**		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 8 Feet 8 Feet 8 Feet 15 Feet		 8 Feet 8 Feet 0 Feet 15 Feet	 Y Y N** Y
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	By Condition

**The applicant proposed trees planted every 30 feet on center which is not compliant with the minimum requirements of Title 19.08. Staff has added a Condition of Approval requiring trees be planted every 20 feet on-center as required by Title 19.08.*
***Due to an existing easement, the landscape buffer is not able to be located adjacent to the property line.*

Street Name	**Functional Classification of Street(s)**	**Governing Document**	**Actual Street Width (Feet)**	**Compliance with Street Section**
Rainbow Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	76-102	N*

**If approved, half street improvements including curb, gutter and sidewalk are required adjacent to the subject site.*

NE

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	ADA	Regular	ADA	
Liquor Establishment (Tavern)	1,044 SF	1:50 SF for Public Areas	21				
	2,856 SF	1:200 SF for Back-of-House	15				
TOTAL SPACES REQUIRED			36		40		Y
Regular and Handicap Spaces Required			34	2	38	2	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 1,500 distance separation is required between a Liquor Establishment (Tavern) and an individual care center licensed for more than 12 children.	To allow a 444-foot distance separation from an individual care center licensed for more than 12 children.	Denial
An eight-foot wide landscape buffer is required adjacent to interior lot lines.	To allow a zero-foot wide landscape buffer adjacent to the east property line.	No Recommendation*

**Staff recognizes this Waiver request is not self-imposed, but due to the distance separation Waiver requested, staff is not able to support the proposed land use and associated development.*

NE

Department of Public Works Traffic Study

Proposed 3.9 Thousand Square-Foot Tavern Replacing a Single-Family Dwelling				
Existing Use	***Description***	***#Unit***	***Rate/#Unit***	***Total***
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1.000	9.44	9
AM Peak Hour			0.74	1
PM Peak Hour			0.99	1
Proposed Use	***Description***	***#Unit***	***Rate/#Unit***	***Total***
Average Daily Traffic (ADT)	HIGH-TURNOVER (SIT-DOWN) RESTAURANT [1000 SF]	3.900	112.18	437
AM Peak Hour			9.94	39
PM Peak Hour			9.77	38
Proposed Use	***Description***	***#Unit***	***Rate/#Unit***	***Total***
Average Daily Traffic (ADT)	NET CHANGE	N/A	N/A	428
AM Peak Hour				38
PM Peak Hour				37
Existing Traffic on Nearby Streets				
Rainbow Boulevard				
Average Daily Traffic (ADT)			6,504	
PM Peak Hour (Heaviest 60 Minutes)			520	
Ann Road				
Average Daily Traffic (ADT)			29,379	
PM Peak Hour (heaviest 60 minutes)			2,350	
Traffic Capacity of Adjacent Streets:				
Adjacent Street ADT Capacity				
Rainbow Boulevard			29,085	
Bradley Road			59,900	
Summary				
This project will add approximately 428 trips per day on Rainbow Boulevard and Ann Road. Currently, Rainbow Boulevard is at about 22 percent of capacity and Ann Road is at about 49 percent of capacity. With this project, Rainbow Boulevard is expected to be at 24 percent of capacity and Ann Road to be at about 50 percent of capacity.				
Based on Peak Hour use, this expansion will add into the area roughly 38 additional peak hour trips, or about two every three minutes.				

NE

CARROLL DESIGN COLLABORATIVE

TAVERN ON RAINBOW & ANN

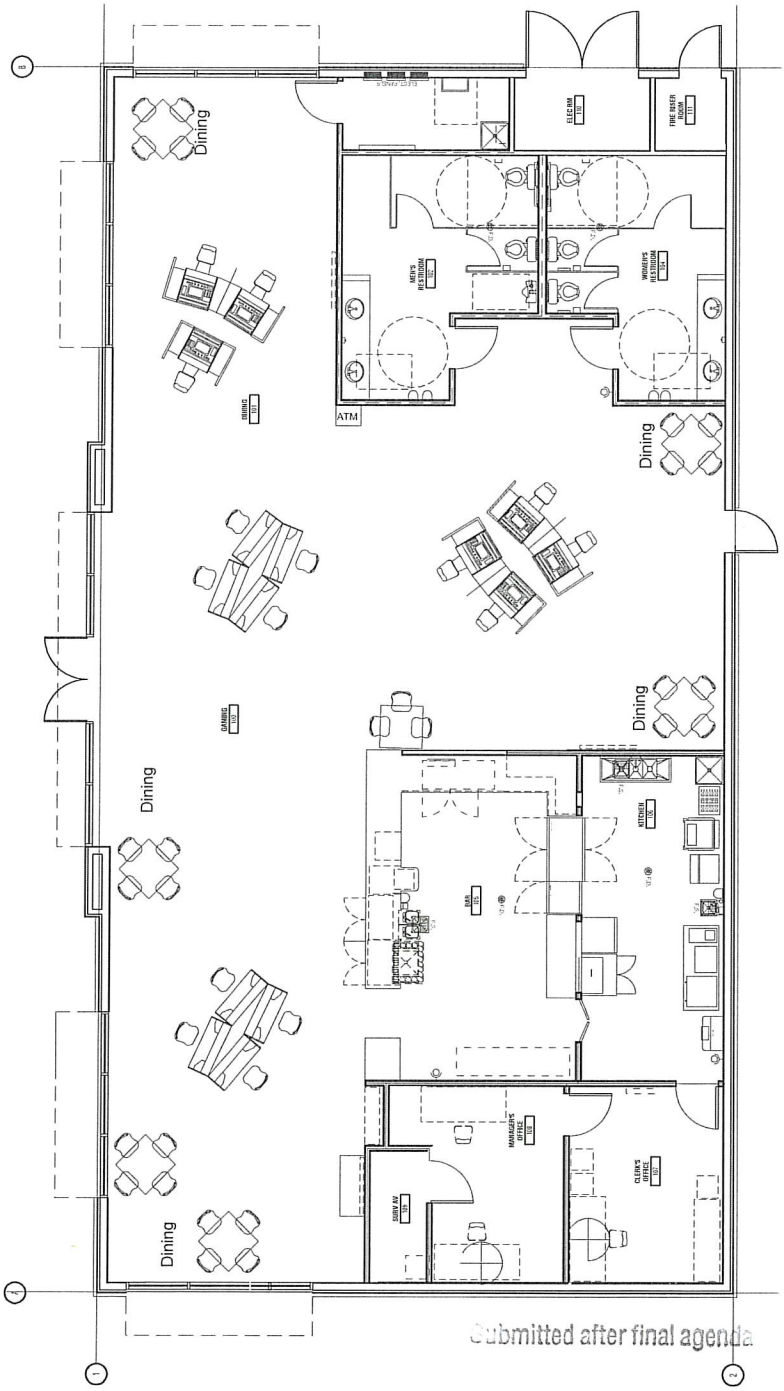
12 APR 2022 ENTITLEMENT PACKAGE

FLOOR PLAN

21-021

ENT 1.101

22-0070
05/09/2022



1 FLOOR PLAN

Submitted after final agenda

Date Item

5/10/2022 **Item 29a-b**

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
58a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0070-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 3,900 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) USE WITH A WAIVER TO ALLOW A 444-FOOT DISTANCE SEPARATION FROM A SCHOOL / INDIVIDUAL CARE CENTER LICENSED FOR MORE THAN 12 CHILDREN WHERE 1,500 FEET IS REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	10	Planning Commission Mtg.	2
City Council Meeting	17	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (4-3 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
58b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0070-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 3,900 SQUARE-FOOT TAVERN DEVELOPMENT WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	10	Planning Commission Mtg.	2
City Council Meeting	17	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (4-3 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
59

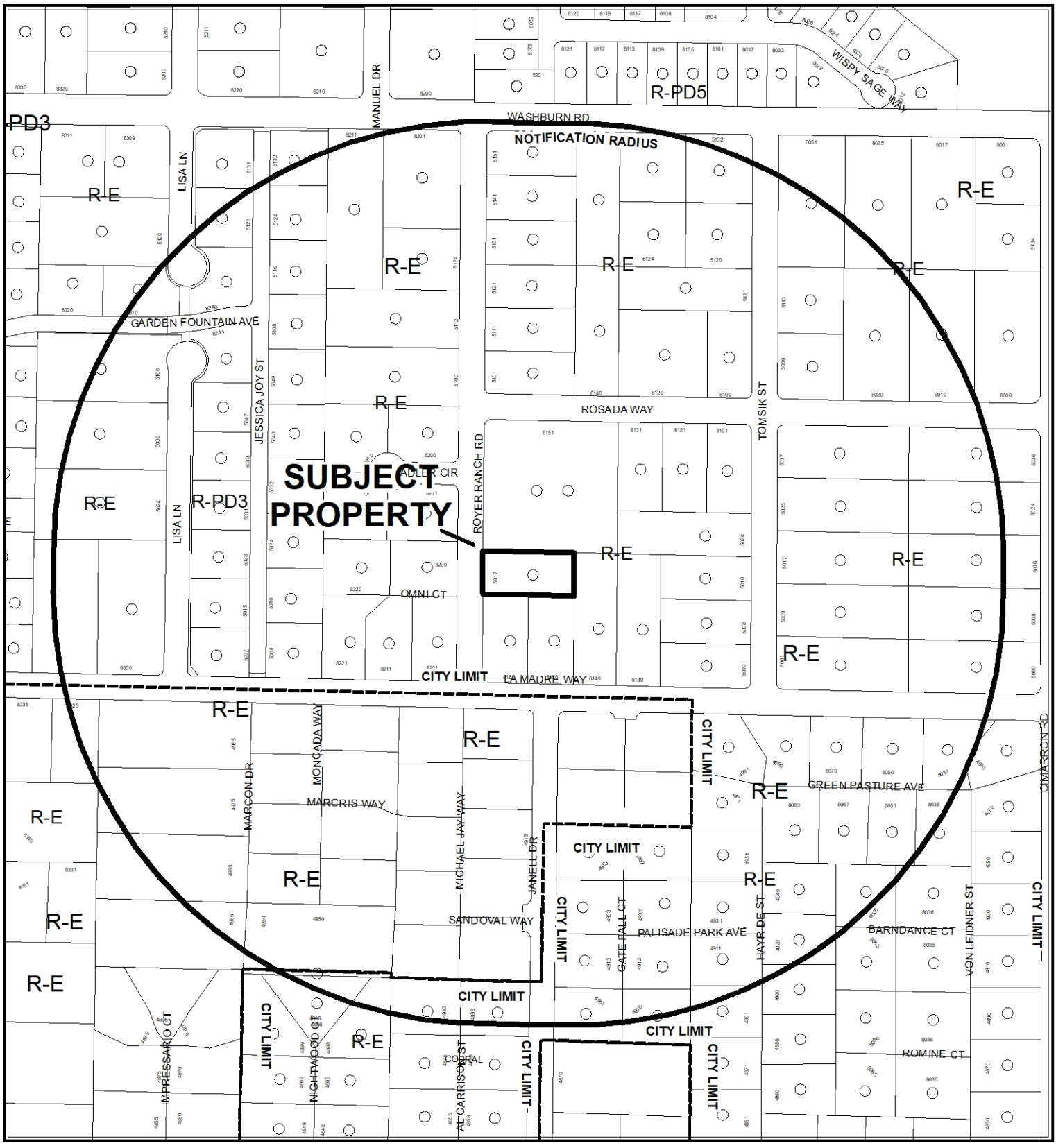
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0085-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: DENNIS L. ADAMS AND LEIGH ANN ANDERS - OWNER: DENNIS L. ADAMS - For possible action on a Land Use Entitlement project request TO ALLOW ACCESORY STRUCTURES THAT DO NOT AESTHETICALLY MATCH THE PRIMARY DWELLING WHERE SUCH IS REQUIRED AND TO ALLOW ZERO-FOOT REAR YARD SETBACK AND FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR TWO EXISTING ACCESSORY STRUCTURES (CLASS II) [GARAGE AND CARPORT] on 0.49 acres at 5017 Royer Ranch Road (APN 125-33-305-003), R-E (Residence Estates) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	1
City Council Meeting	2	City Council Meeting	6

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Protest-Support Postcards and Documentation Not Vetted - Support Comment Forms
7. Submitted at Meeting - Neighbor Support List and Support Postcards by Leigh Ann Anders
8. Backup Documentation Submitted for the May 10, 2022 Planning Commission Meeting



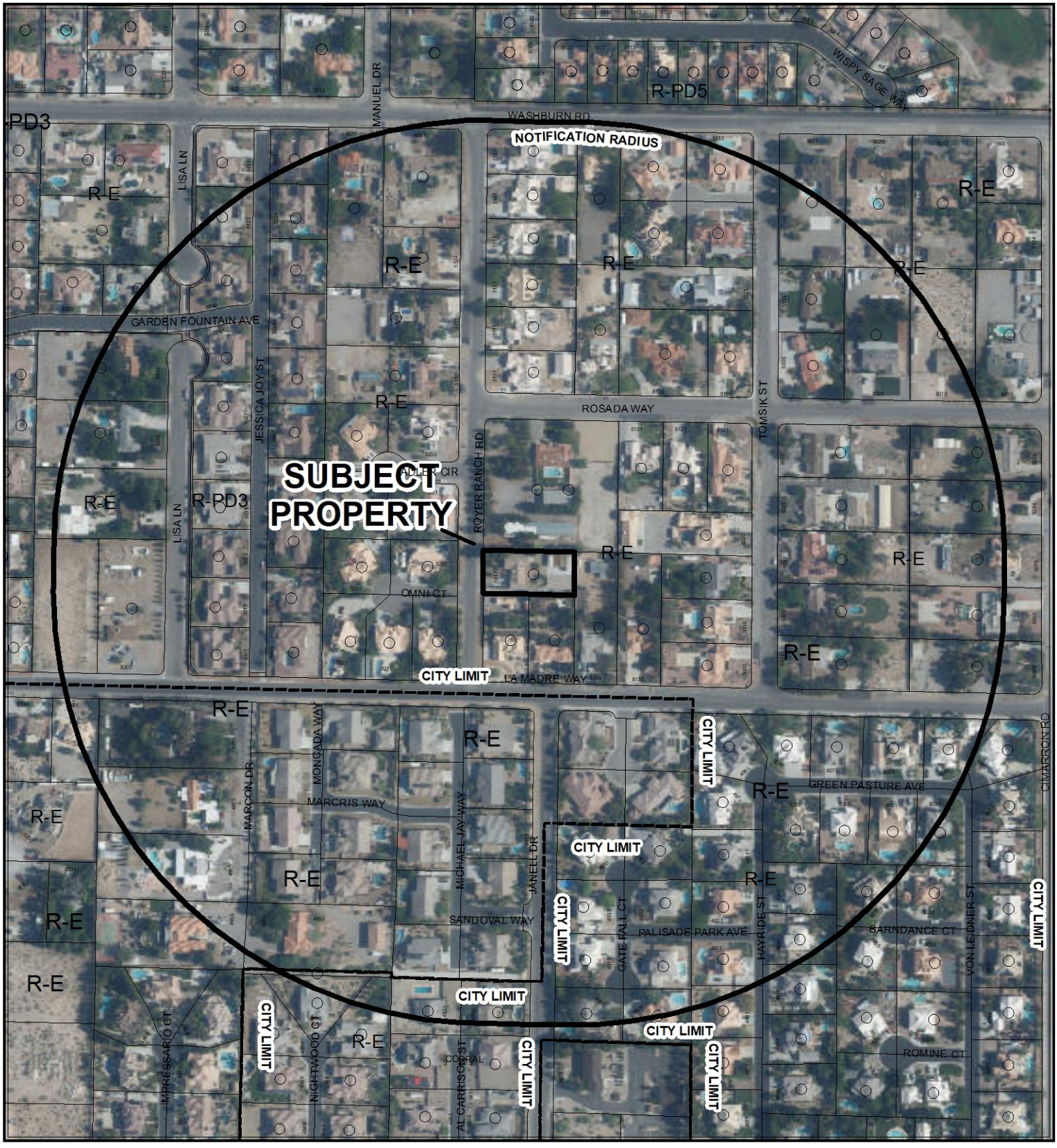
0 265 530 Feet

CASE: **22-0085-VAR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 265 530 Feet

CASE: **22-0085-VAR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DENNIS L. ADAMS AND LEIGH ANN ANDERS - OWNER: DENNIS L. ADAMS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0085-VAR1	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 144

NOTICES MAILED 17 (by City Clerk)

PROTESTS 2

APPROVALS 1

IR

**** CONDITIONS ****

22-0085-VAR1 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 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.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant has requested a Variance to allow accessory structures that do not aesthetically match the primary dwelling, and to allow reduced side and rear yard setbacks for two unpermitted existing Accessory Structures (Class II) [corrugated metal garage and metal carport].

ISSUES

- Variance (22-0085-VAR1) is requested to allow a zero-foot rear yard setback for the unpermitted garage where five feet is required and a four-foot side yard setback for the carport where five feet is required. The Variance is also requested to allow accessory structures that do not aesthetically match the primary dwelling. Staff does not support this request.
- A Code Enforcement Case (CE21-02860) was reported for a two-story detached structure that was built without the minimum distance of five feet from the side and rear yard property lines at 5017 Royce Ranch Road on July 7, 2021. The case is open pending the outcome of this Variance request.
- The larger 30'x30' frame-stucco garage that lies between the other two accessory structures that are subject to this variance was permitted on May 25, 1994.

ANALYSIS

The property at 5017 Royer Ranch is zoned R-E (Residence Estates) and is subject to the applicable development standards in Title 19. Pursuant to Title 19.06.060 an Accessory Structure (Class II) must maintain minimum five feet side and rear setbacks in the R-E (Residence Estates) zoning district. The unpermitted carport and garage on either side of the permitted garage do not meet Title 19 required setbacks. Additionally, pursuant to Title 19.06.040(C)(4), the accessory structures must be aesthetically compatible with the primary dwelling. The primary home is frame-stucco with brick siding and exposed wood. The unpermitted garage and carport are made of corrugated metal. Therefore, due to the differences in construction style and materials, the accessory structures subject to this variance request are not aesthetically compatible with the primary dwelling. The 30'x30' frame and stucco garage that was permitted in 1994 does meet the required setbacks.

According to historical aerial imagery, the unpermitted garage was erected circa 2014. The unpermitted carport was constructed circa 2019. Therefore both unpermitted buildings were erected by the applicant/owner. According to the justification letter provided by the applicant, the unpermitted metal structures serve as vehicle storage. On July 6, 2021, The Department of Planning – Code Enforcement Division processed a complaint regarding the metal accessory structures within required setbacks.

No evidence of unique or extraordinary circumstance has been presented to warrant the requested Variance. As such, the hardship is preferential in nature. Staff recommends denial of this request. If approved, it will be subject to conditions.

FINDINGS (22-0085-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature.

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, therefore the Department of Planning have determined that this application to allow unpermitted accessory structures within required setbacks does not qualify for a Variance. Applying for required permits and undergoing the proper review procedures would have ensured that setbacks were in conformance with the Title 19 requirements. Due to the absence of any hardships imposed by the site's physical characteristics, the applicant's hardship is preferential in nature. Therefore, NRS Chapter 278 does not provide for granting of Variances in this case.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
1964	A Petition to Annex (A-0003-64) was approved for 5.00 acres generally located north of Lone Mountain Road and west of Decatur Boulevard
07/06/21	A Code Enforcement Case (CE21-02860) was reported for a two-story detached structure that was built without the minimum distance of five feet from the side and rear yard property lines at 5017 Royce Ranch Road. The case is open pending the outcome of this Variance request.
05/10/22	The Planning Commission (7-0 vote) recommends DENIAL on a Land Use Entitlement project request TO ALLOW ACCESORY STRUCTURES THAT DO NOT AESTHETICALLY MATCH THE PRIMARY DWELLING WHERE SUCH IS REQUIRED AND TO ALLOW ZERO-FOOT REAR YARD SETBACK AND FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR TWO EXISTING ACCESSORY STRUCTURES (CLASS II) [GARAGE AND CARPORT] on 0.49 acres at 5017 Royer Ranch Road (APN 125-33-305-003), R-E (Residence Estates) Zone, Ward 4 (Anthony).

Most Recent Change of Ownership	
01/16/13	A deed was recorded for change of ownership.

Related Building Permits/Business Licenses	
1987	The primary dwelling at 5017 Royer Ranch Road was constructed.
11/12/91	A building permit (#94125911) was issued for a well protection structure at 5017 Royer Ranch Road. The permit was marked final on 12/03/91.
05/25/94	A building permit (#94333355) was issued for a detached garage at 5017 Royer Ranch Road. The permit was marked final on 03/23/95.

Pre-Application Meeting	
02/09/22	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Variance. The Variance is required for existing unpermitted Accessory Structures (Class II) [garage and carport] that do not meet the setbacks required by Title 19.06.060.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/30/22	During a routine site inspection, the property was observed and the primary dwelling and grounds were found to be well maintained.

Details of Application Request	
Site Area	
Net Acres	0.49

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North			
South			
East			
West			

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: Centennial Hills	Y
Northwest Open Space Plan	Y
Centennial Hills Sector Plan	Y
Northwest Sector	Y
Special Area and Overlay Districts	***Compliance***
RP-O (Rural Preservation Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks (Accessory Structure - Garage)			
• Side	5 Feet	5 Feet	Y
• Rear	5 Feet	0 Feet	N*
Min. Setbacks (Accessory Structure - Carport)			
• Side	5 Feet	4 Feet	N*
• Rear	5 Feet	51 Feet	Y
Min. Distance from the principal dwelling	6 Feet	45 Feet	Y
Size and Coverage	Not to exceed 50% of the rear and side yard areas	18.5%	Y
Aesthetic Compatibility	Frame-Stucco Style	Corrugated Metal	N**

*The applicant has requested a Variance to allow reduced side yard and rear yard setbacks.

**Both structures subject to this Variance request are not aesthetically compatible with the primary dwelling as required by Title 19, because the primary home is constructed with frame-stucco and the Accessory Structures (Class II) are constructed with corrugated metal.

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) Variance

Project Address (Location) 5017 Royer Ranch Road, Las Vegas, NV 89149

Project Name Adams Anders Variance for Accessory Structures **Proposed Use**

Assessor's Parcel #(s) 12533305003 **Ward #** 4

General Plan: Existing DR Proposed **Zoning:** Existing R-E Proposed

Additional Information

Property Owner Dennis L. Adams Contact Dennis Adams
Address 5017 Royer Ranch Road City Las Vegas State NV Zip 89149
E-mail dennisleigha@msn.com Phone 702-219-8900 / 702-202-6264

Applicant Dennis L. Adams & Leigh Ann Anders Contact Dennis Adams
Address 5017 Royer Ranch Road City Las Vegas State NV Zip 89149
E-mail dennisleigha@msn.com Phone 702-219-8900 / 702-202-6264

Representative Dennis L. Adams & Leigh Ann Anders Contact Dennis Adams
Address 5017 Royer Ranch Road City Las Vegas State NV Zip 89149
E-mail dennisleigha@msn.com Phone 702-219-8900 / 702-202-6264

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 Dennis L. Adams
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name DENNIS L. ADAMS

AC COSE
Notary Public, State of Nevada
No. 16-2968-1
My Appt. Exp. July 5, 2024

22-0085
03/16/2022

Subscribed and sworn before me
This 16th day of March, 20 22, by Dennis L. Adams.

, NOTARY PUBLIC
Notary Public in and for said County and State
State of NEVADA, County of CLARK.

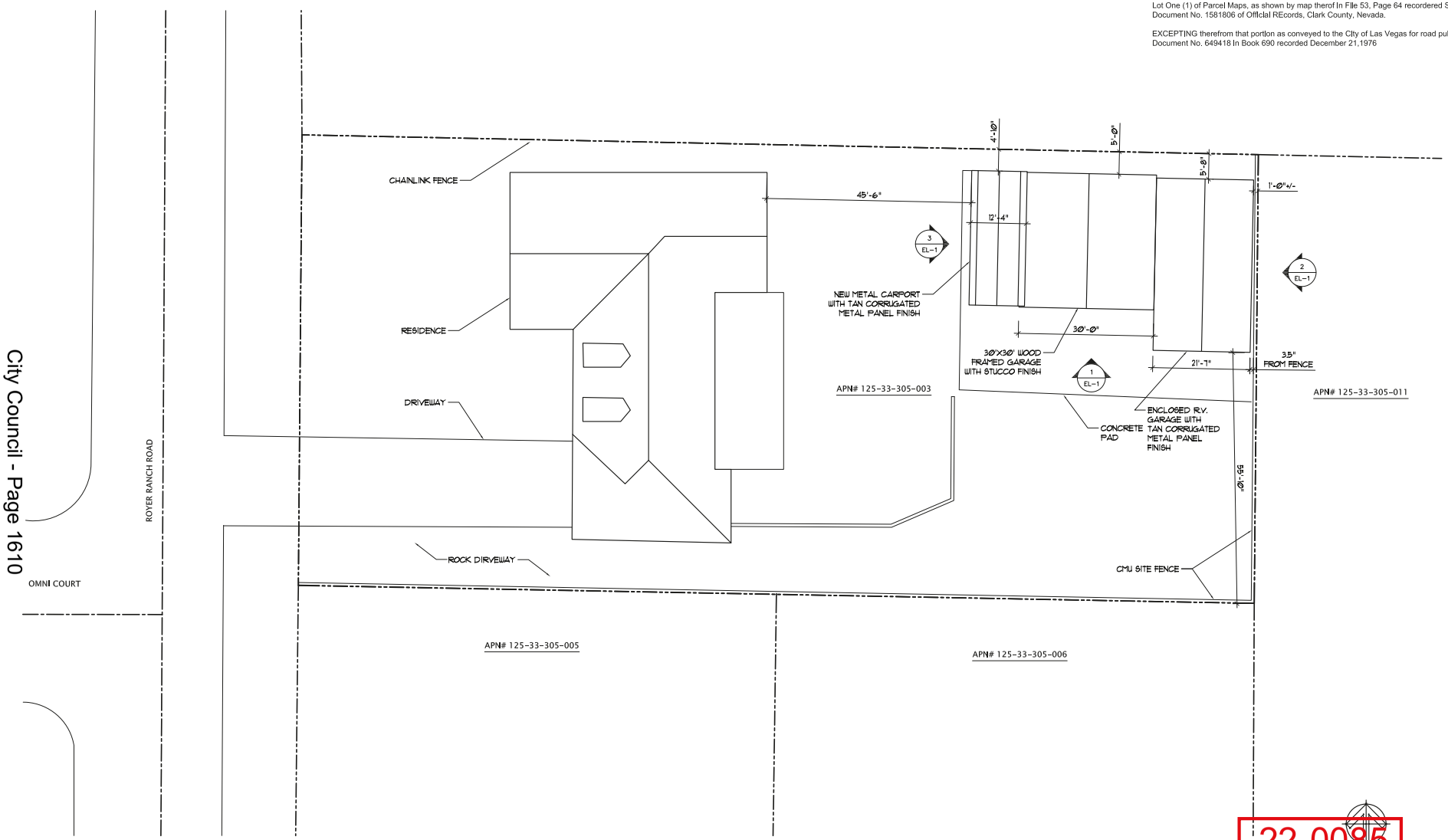
LEGAL DESCRIPTION:
File Number:311794

The Southwest Quarter (SW ¼) of the Southwest Quarter)SW ¼ of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of section 33, Townshlp 19 South, Range 60 East, M.D.B. &M more particularly described as follows:

Lot One (1) of Parcel Maps, as shown by map therof In File 53, Page 64 recordered September 16, 1982 as Document No. 1581806 of Offlclal REcords, Clark County, Nevada.

EXCEPTING therefrom that portlon as conveyed to the City of Las Vegas for road public utility purposes by Document No. 649418 In Book 690 recorded December 21,1976

City Council - Page 1610



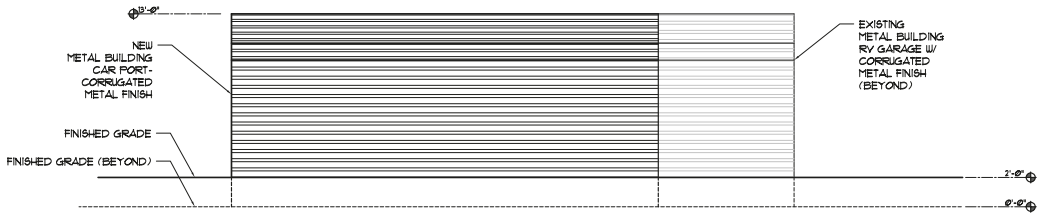
1 SITE PLAN
SCALE: 1" = 10'-0"

22-0085
03/16/2022

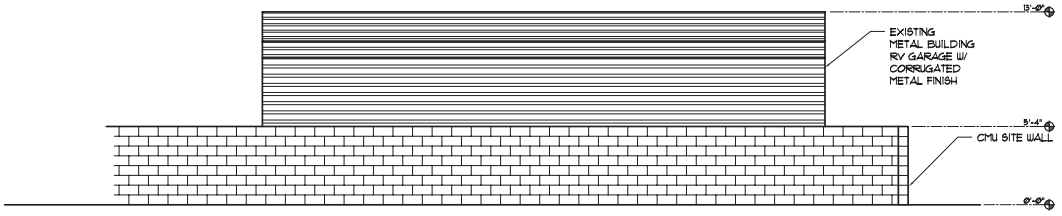
ADAMS/ANDERS RESIDENCE
5017 ROYER RANCH ROAD
LAS VEGAS, NV 89149

OWNER:
DENNIS ADAMS
APN# 125-33-305-003

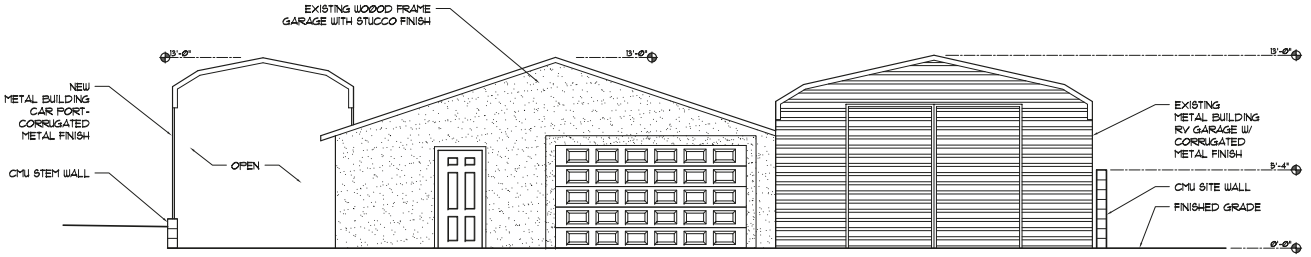
CARPORT ADDITION
SP-1 SITE PLAN
DATE: 12.11.21
JOB NO.:



3 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



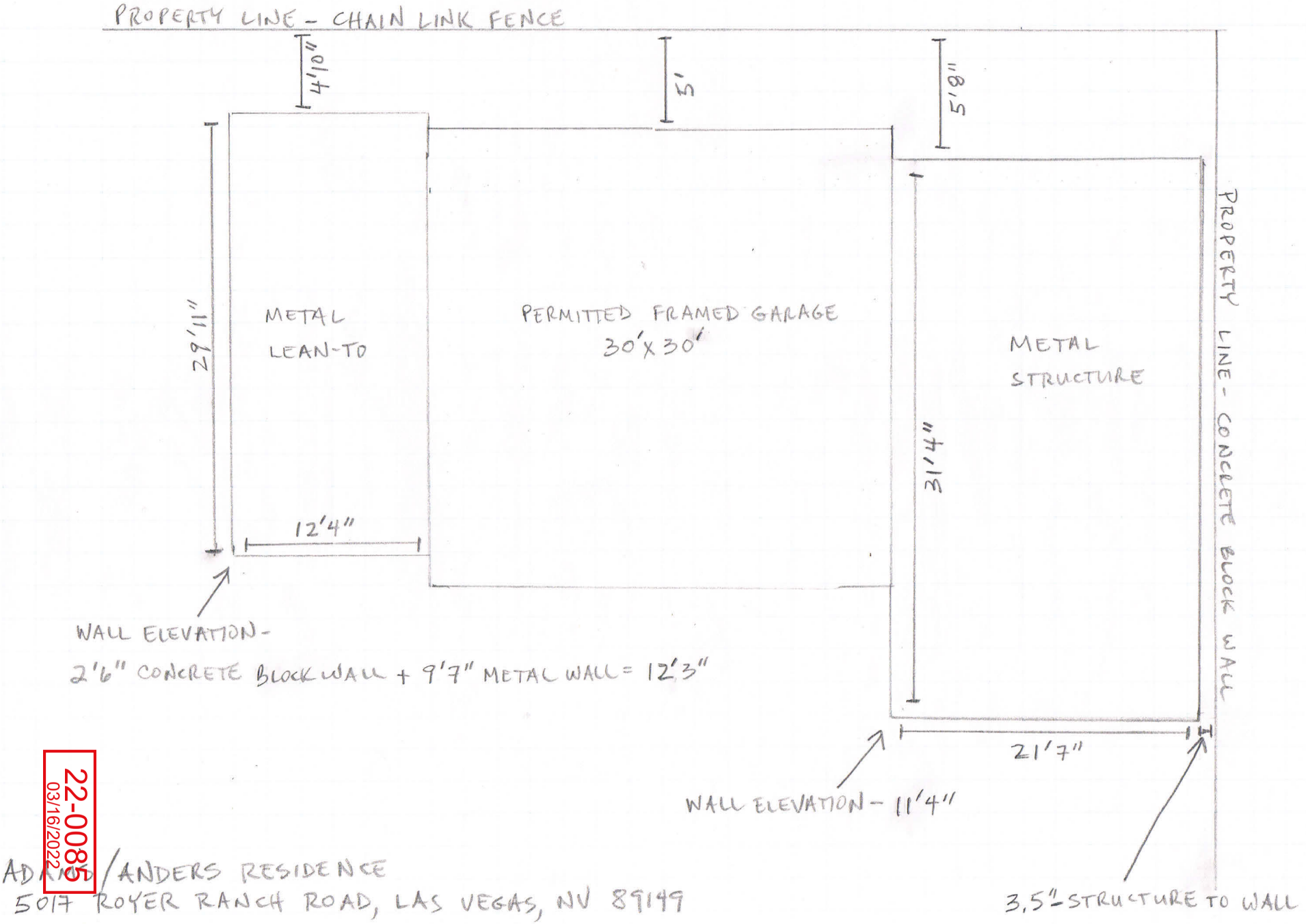
1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

22-0085
03/16/2022

ADAMS/ANDERS RESIDENCE
5017 ROYER RANCH ROAD
LAS VEGAS, NV 89149

OWNER:
DENNIS ADAMS
APN# 125-33-305-003

CARPORT ADDITION
EL-1 ELEVATIONS
DATE: 12.11.21
JOB NO.:



ADAMS/ANDERS RESIDENCE
5017 ROYER RANCH ROAD, LAS VEGAS, NV 89149

22-0085
03/16/2022



22-0085-VAR1 - APPLICANT: DENNIS L. ADAMS AND LEIGH ANN ANDERS - OWNER: DENNIS L. ADAMS
5017 ROYER RANCH ROAD

03/30/2022



22-0085-VAR1 - APPLICANT: DENNIS L. ADAMS AND LEIGH ANN ANDERS - OWNER: DENNIS L. ADAMS
5017 ROYER RANCH ROAD

03/30/2022

March 16, 2022

City of Las Vegas
Department of Planning
495 S. Main Street
Las Vegas, NV 89101

Re: Justification Letter – Adams Anders Variance Application, 22-0085-VAR1

Dear Sir/Madam:

This letter serves as a Justification Letter for Dennis Adams and Leigh Ann Anders residence located at 5017 Royer Ranch Road, Las Vegas, NV 89149, APN # 12533305003. There are only two residents residing. City of Las Vegas, Code Enforcement inspected the property which has two metal structures that are adjacent to the permitted, framed 30 x 30 detached garage located behind the house. The inspection is referenced by Case # CE21-02860. Code Enforcement verified that the structures are shade structures built for vehicle storage and do not include any connection to electric or water utilities. The metal structures are for RV and auto storage and were installed by the contractor, 1-Day Shade.

The water supply for the 5017 Royer Ranch Road residence is via a private water well which used to be a Community Well for four houses, per the original Community Well Agreement dated July 29, 1987, recorded as Instrument # 870730:00628 in the Clark County Records. The well originally provided water to the four houses listed on Lots 1-4 of the Parcel Map recorded on July 23, 1987, as Instrument 870723:0000552 in File 53, Page 64 of Clark County Records. The residence at 5017 Royer Ranch Road is located on Lot 1 and the well is situated in the northwest corner of Lot 4, located at 8140 W. La Madre Way. The Parcel Map shows two easements, one located to the north of the carport metal structures and the permitted garage located at 5017 Royer Ranch Road on Lot 1, and one on Lot 4 just east of the RV metal structure running along the concrete block wall and property line. Lots 2, 3 and 4 discontinued use of the well approximately 30 years ago and connected to the municipal water supply and the only residence to remain on the well is the 5017 Royer Ranch Road, Lot 1 structure.

Due to Lot 4's west concrete block wall which was constructed approximately 30 years ago by the residence at the time of Lot 4 at 8140 W. La Madre Way, the well must now be accessed for maintenance purposes by using an easement provided by Lot 4 at 8140 W. La Madre Way. Therefore, there is a well easement located on Lot 4, just over the concrete block wall running along the property line and adjacent to the metal RV structure on Lot 1. Also, the easement located on the north side of the Lot 1, 5017 Royer Ranch Road property no longer exists as a well easement since the well access is blocked by the concrete

22-0085
03/16/2022

block wall between Lot 1 and 4, aforementioned. It is only an electrical easement for electric power to the well and the permitted shop.

The two metal carport structures would have no detrimental effects to neighbors, although the neighbors of Lots 2 (Mr. and Mrs. Ken Roy), 3 (Mr. and Mrs. James Pakala) and the previous owners of Lot 4 (Joseph and Crecia Page), may state that they are against the permitting of the metal structures. Lot 4 was sold by Joseph and Crecia Page in September 2021. Joseph and Crecia Page illegally tied on to the water well and began using water from both the well and the municipal water supply simultaneously. They also would not allow Adams/Anders access to the well for maintenance purposes and called Metro police stating the residents of 5017 Royer Ranch Road were trespassing. Therefore, Adams/Anders opened a case with the Nevada Division of Water Resources as well as retained the attorney, Thomas D. Driggs with Holley Driggs Law Firm, to affirm their water well easement rights and to terminate the Pages' illegal use of the water. All neighbors of Lots 2, 3 and 4, located at 8160, 8150 and 8140 W. La Madre Way, respectively, are still potentially tied onto the well and illegally using the well water for irrigation purposes via underground connections. These individuals may oppose the metal carport structures since they are upset that Adams/Anders have reported the illegal water use to Nevada Division of Water Resources and have retained legal counsel.

Sincerely,

Dennis Adams Leigh A Anders

Dennis Adams and Leigh Ann Anders

22-0085
03/16/2022

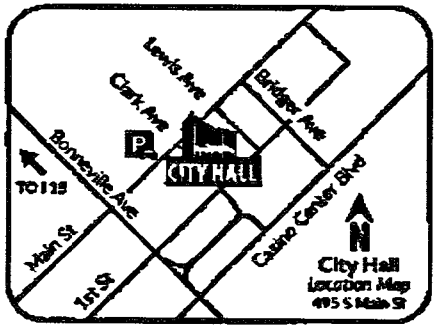
RECEIVED
CITY CLERK

2022 JUN 13 P 3:53

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0085-VAR1

City Council Meeting of **06/15/2022**

FRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

22-0085-VAR1
12533311019
NANTEL NORMAND
5116 JESSICA JOY ST
LAS VEGAS NV 89149-4775

Submitted after final agenda

Date 6/13/2022 Item 59

39 DRDFNP1 89149

From 1.877.233.3839 Mon Jun 13 15:18:37 2022 PDT Page 2 of 2

City Council - Page 1617

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

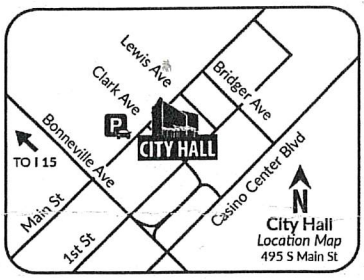
Return Service Requested

Official Notice of Public Hearing

RECEIVED
CITY CLERK

2022 JUN 13 P 1:01

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0085-VAR1

City Council Meeting of **06/15/2022**

22-0085-VAR1
12533413013
YOUNG JONI E
4995 MONCADA WAY
LAS VEGAS NV 89149-4705

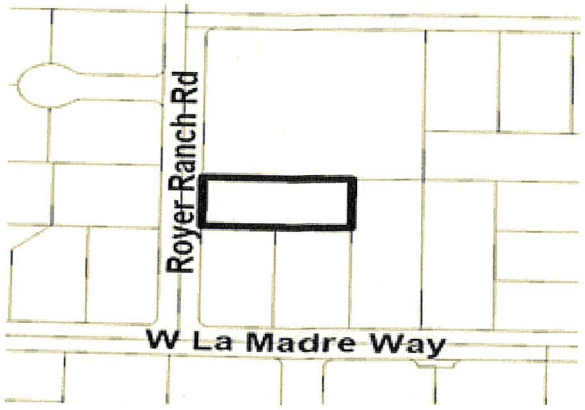
39 DROPMP1 89149

Application Information

22-0085-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: DENNIS L. ADAMS AND LEIGH ANN ANDERS - OWNER: DENNIS L. ADAMS - For possible action on a Land Use Entitlement project request TO ALLOW ACCESORY STRUCTURES THAT DO NOT AESTHETICALLY MATCH THE PRIMARY DWELLING WHERE SUCH IS REQUIRED AND TO ALLOW ZERO-FOOT REAR YARD SETBACK AND FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR TWO EXISTING ACCESSORY STRUCTURES (CLASS II) [GARAGE AND CARPORT] on 0.49 acres at 5017 Royer Ranch Road (APN 125-33-305-003), R-E (Residence Estates) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

The accessory structures will be an eye Soar or Not aesthetically match Community property. This project will bring down home value in the Zoning. Oppose. Jay

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	06/15/2022
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

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Las Vegas, Nevada 89101
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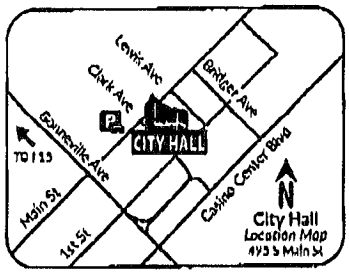

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For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

22-0085-VAR1
City Council Meeting of **06/15/2022**

22-0085-VAR1
12533302011
LAVIN FAMILY TRUST
LAVIN MICHAEL O & RUTH K TRS
8201 ADLER CIR
LAS VEGAS NV 89149-4751

Submitted after final agenda

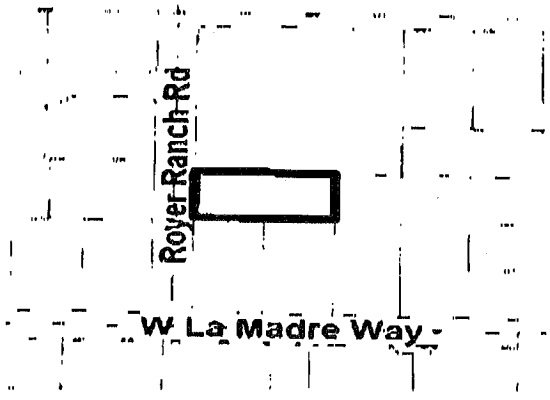
Date 6/13/2022 Item 59

Application Information

22-0085-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: DENNIS L. ADAMS AND LEIGH ANN ANDERS - OWNER: DENNIS L. ADAMS - For possible action on a Land Use Entitlement project request TO ALLOW ACCESORY STRUCTURES THAT DO NOT AESTHETICALLY MATCH THE PRIMARY DWELLING WHERE SUCH IS REQUIRED AND TO ALLOW ZERO-FOOT REAR YARD SETBACK AND FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR TWO EXISTING ACCESSORY STRUCTURES (CLASS II) [GARAGE AND CARPORT] on 0.49 acres at 5017 Royer Ranch Road (APN 125-33-305-003), R-E (Residence Estates) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

The location of both sheds are in a place that you can't even see unless you are in the back yard. We don't have a HOA so the aesthetically pleasing part is BS. All this came —

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

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Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
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— about because of a breach of the neighbor who no long

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Las Vegas, Nevada 89101

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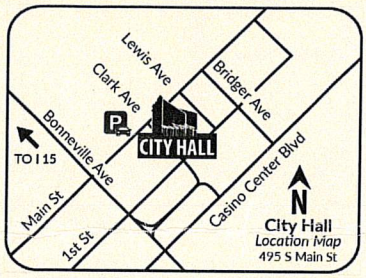

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0085-VAR1

City Council Meeting of **06/15/2022**

22-0085-VAR1
12533305001
VOSBURG GARY D & CAROL J TRS
8151 ROSADA WAY
LAS VEGAS NV 89149-4725

39 DRDFNP1 89149

Nora Lares

From: noreply@formstack.com
Sent: Saturday, June 11, 2022 2:17 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 06/11/22 2:16 PM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Jeffrey Morse
Residential or Business Address:	5151 Royer Ranch Road 5151 Royer Ranch Road Las Vegas, NV 89149
Phone:	(702) 592-2187
Email:	morse27@aol.com
Comments:	I fully support the variance. The structures do not obstruct or block any view. They cannot be seen from any street and have no negative impact on any neighbor. The structures have been there with no issue until now. Please approve the variance.

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Submitted after final agenda
Item 59

Nora Lares

From: noreply@formstack.com
Sent: Saturday, June 11, 2022 1:16 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 06/11/22 1:16 PM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Raymond Kraft
Residential or Business Address:	5131 Royer Ranch Road Las Vegas, NV 89149
Phone:	(702) 900-1023
Email:	msjinjer@gmail.com
Comments:	This is very supported by our community. HOA areas has nothing to do with US. Why bother sending to them? We are our own support. And I support this project and all related applications!!!!

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Formstack Submission For: Planning App Comments
Submitted at 06/11/22 1:10 PM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	John Amundson
Residential or Business Address:	8211 Adler Circle Las Vegas, NV 89149

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Nora Lares

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Formstack Submission For: Planning App Comments
Submitted at 06/11/22 1:07 PM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Rhoda Amundson
Residential or Business Address:	8211 Adler Circle Las Vegas, NV 89149

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Formstack Submission For: Planning App Comments
Submitted at 06/11/22 11:41 AM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085th
Position:	I SUPPORT the project and all related applications
Name:	Thomas Hall
Residential or Business Address:	5141 royer ranch rd 5141 Royer Ranch Rd Las Vegas, NV 89149
Phone:	(702) 371-3731
Email:	allststecrane2@gmail.com
Comments:	I have know problem with Dennis property.

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Nora Lares

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Sent: Saturday, June 11, 2022 10:52 AM
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Formstack Submission For: Planning App Comments
Submitted at 06/11/22 10:52 AM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Robert Owens
Residential or Business Address:	5121 Royer Ranch Rd. Royer Ranch Rd. Las Vegas, NV 89149
Phone:	(702) 303-6901
Email:	owenskarate@gmail.com
Comments:	I support all structures that have been their for years.

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Nora Lares

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Formstack Submission For: Planning App Comments
Submitted at 06/11/22 10:44 AM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Pamela Cook
Residential or Business Address:	5101 Royer Ranch Rd Las Vegas, NV 89149
Phone:	(702) 795-2335
Email:	mandpcook@cox.net
Comments:	Cook Family Trust (Mike & Pam Cook) support Dennis Adams and Leigh Ann Anders on their structure variance application.

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Formstack Submission For: Planning App Comments
Submitted at 06/11/22 10:41 AM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Kimberly & Kenneth Gibson
Residential or Business Address:	5100 Royer Ranch Road LAS VEGAS, NV 89149
Phone:	(702) 292-3929
Email:	Kimgibson1@yahoo.com
Comments:	I did not receive a card for this project. Please except my approval for the project.

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Nora Lares

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Subject: Planning Application Comments Form

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Formstack Submission For: Planning App Comments
Submitted at 06/11/22 10:02 AM

Meeting Date:	Tuesday, June 21, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Valerie Juick
Residential or Business Address:	5112 Royer Ranch Rd 5112 Royer Ranch Rd Las Vegas, NV 89149
Phone:	(702) 539-9868
Email:	tooltimeval@yahoo.com
Comments:	This began with two neighbors that have been hooked up to City Water for years filing this complaint after the Adams found out these two property owners had illegal attached their homes to his well. The one who filed this home filed only after he sold his and moved out of State. These two home owners were committing a few crimes against the Adam's by unlawfully hooking into Dennis and Leighs water well steeling not only his water rights, his electricity and shorting the life of his pumps and well equipment which increased additional maintaince fees. They were breaking several laws which was not bad enough they decided to get back at

Pg 1 of 2

the Adam's and file a complaint. One shade is 1.5 inches on the property line which One Shade installed and told them they did not need a permit because it is not a permanent structure and is now out of business.

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	A	B	C	D	E
1	Name / Address	Sent in Card	Electroniclly	Have Cards	Support
2	Gary & Carol Vosburg	X Plus signed letter.			Yes
3	8151 Rosada Way				
4					
5	Kenny & Kim Gibson		X		Yes
6	5100 Royer Ranch Rd	Never Received any cards			
7					
8	Val Juick		X		Yes
9	5112 Royer Ranch Rd			X	
10					
11	Dana & Peggy Hall		X		Yes
12	5141 Royer Ranch Rd				
13					
14	Ross Gatzmer	Did not receive a card.	X		Yes
15	5124 Royer Ranch Rd				
16					
17	Robert Owens		X		Yes
18	5121 Royer Ranch Rd				
19					
20	Ginger Kraft		X		Yes
21	5131 Royer Ranch Rd				
22					
23	Mike & Pam Cook		X		Yes
24	5101 Royer Ranch Rd				
25					
26	Jeffry Morse		X		Yes
27	5151 Royer Ranch Rd				
28					
29	Michael & Ruth		X		Yes
30	8201 Adler Cir				
31					
32	Daniel & Sarah				
33	8200 Adler Cir				
34					
35	Hans		X		Yes
36	8210 Adler Cir				
37					
38	Daniel & Sarah		X		Yes
39	8200 Adler Cir				
40					
41	Hans Bohn		X		Yes
42	8210 Adler Cir				
43					
44	J & Dodie		X		Yes
45	8211 Adler Cir				
46					
47					
48					
49	Total Yes 14				
50	Total No 2				

Submitted at City Council
Date 6/15/22 Item 59
By: Leigh Ann Anders

City of Las Vegas, Departmer
495 South Main Street
Las Vegas, Nevada 89101
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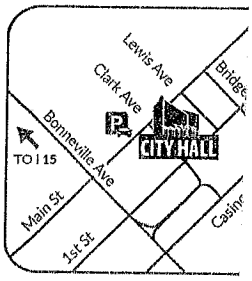
COMMENTS ON BACK



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this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. To contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0085-VAR1

Planning Commission Meeting of **05/10/2022**

22-0085-VAR1
12533302011
LAVIN FAMILY TRUST
LAVIN MICHAEL O & RUTH K TRS
8201 ADLER CIR
LAS VEGAS NV 89149-4751

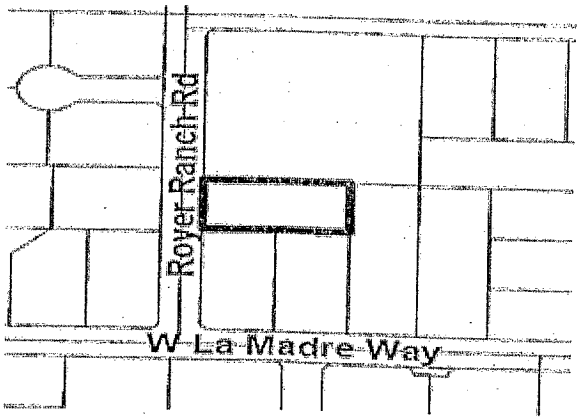
39 BRDFNP1 89149

Application Information

22-0085-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: DENNIS L. ADAMS AND LEIGH ANN ANDERS - OWNER: DENNIS L. ADAMS - For possible action on a Land Use Entitlement project request TO ALLOW ACCESORY STRUCTURES THAT DO NOT AESTHETICALLY MATCH THE PRIMARY DWELLING WHERE SUCH IS REQUIRED AND TO ALLOW ZERO-FOOT REAR YARD SETBACK AND FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR TWO EXISTING ACCESSORY STRUCTURES (CLASS II) [GARAGE AND CARPORT] on 0.49 acres at 5017 Royer Ranch Road (APN 125-33-305-003), R-E (Residence Estates) Zone, Ward 4 (Anthony).

This all steamed from a neighbor being vindictive. the garage + carport have been there prior to us moving to the neighborhood in 2001. Plus if you look @ the overview - its in the back of the lots. I agree w/ allowing them to stay.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***05/10/2022***
Time:	6:00 PM
Location:	Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada

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, 495 South Main Street, 3rd Floor, Las Vegas, Nevada 89101. 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 more information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to www.lasvegasnevada.gov/meetings.

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495 South Main Street
Las Vegas, Nevada 89101

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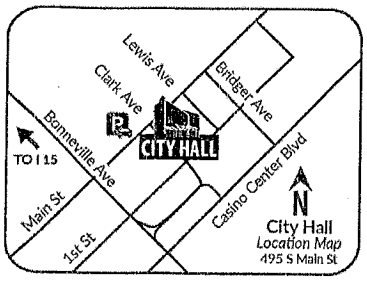

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0085-VAR1
Planning Commission Meeting of **05/10/2022**

22-0085-VAR1
12533302005
JUICK VALERIE L REVOCABLE LIV TR
JUICK VALERIE L TRS
5112 ROYER RANCH RD
LAS VEGAS NV 89149

39 BRDFNP1 89149

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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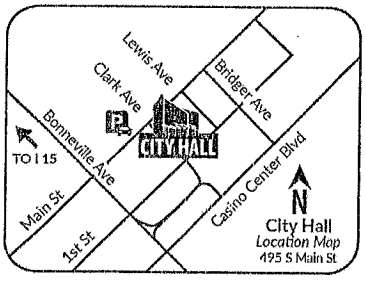

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* Good luck, do what you'd like.

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0085-VAR1
Planning Commission Meeting of **05/10/2022**

22-0085-VAR1
12533302004
GATZMER ROSS S
HUMPHREY RENEE M
5124 ROYER RANCH RD
LAS VEGAS NV 89149

39 BRDFNP1 89149

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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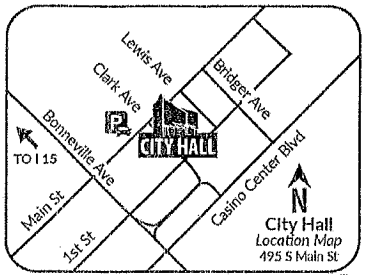

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0085-VAR1

Planning Commission Meeting of **05/10/2022**

22-0085-VAR1
12533303019
COOK FAMILY TRUST
5101 ROYER RANCH RD
LAS VEGAS NV 89149-4741

39 BRDFNP1 89149

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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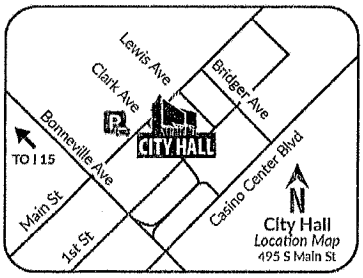

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0085-VAR1

Planning Commission Meeting of **05/10/2022**

22-0085-VAR1
12533303002
HALL THOMAS D & MARGARET A
5141 ROYER RANCH RD
LAS VEGAS NV 89149

39 BRDFNP1 89149

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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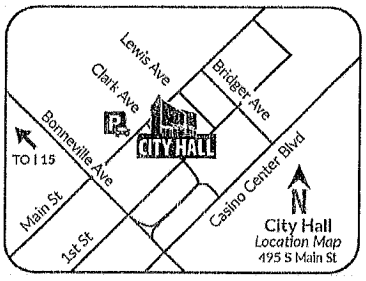

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22-0085-VAR1

Planning Commission Meeting of **05/10/2022**

22-0085-VAR1
12533303011
OWENS ROBERT L & CHARLOTTE A
5121 ROYER RANCH RD
LAS VEGAS NV 89149-4741

39 BRDFNP1 89149

#59

City of Las Vegas, Office of The City Clerk
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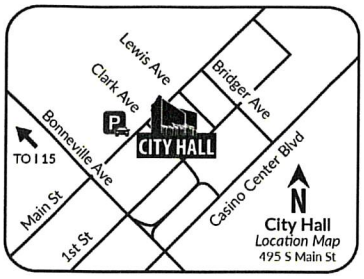

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22-0085-VAR1
12533302005
JUICK VALERIE L REVOCABLE LIV TR
JUICK VALERIE L TRS
5112 ROYER RANCH RD
LAS VEGAS NV 89149

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22-0085-VAR1

City Council Meeting of **06/15/2022**

39 DRDFNP1 89149

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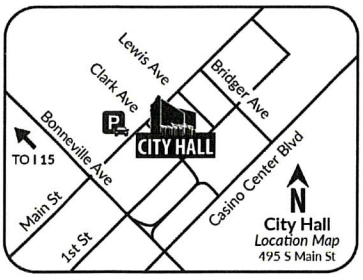

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22-0085-VAR1
12533303002
HALL THOMAS D & MARGARET A
5141 ROYER RANCH RD
LAS VEGAS NV 89149

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22-0085-VAR1

City Council Meeting of **06/15/2022**

39 DRDFNP1 89149

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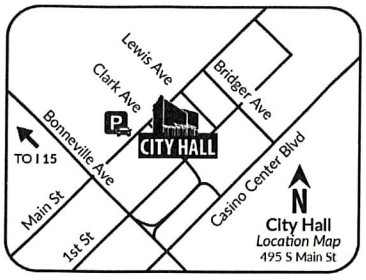

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22-0085-VAR1

City Council Meeting of **06/15/2022**

22-0085-VAR1
12533303019
COOK FAMILY TRUST
5101 ROYER RANCH RD
LAS VEGAS NV 89149-4741

39 DRDFNP1 89145

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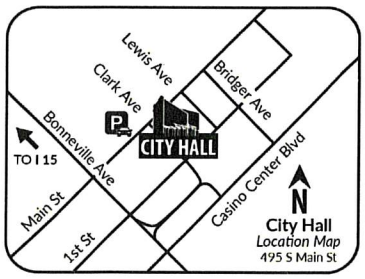

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22-0085-VAR1

City Council Meeting of **06/15/2022**

22-0085-VAR1
12533303012
MCCLAIN STEPHANIE & JEREMY
5111 ROYER RANCH RD
LAS VEGAS NV 89149

39 DRDFNP1 89145

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

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Las Vegas, Nevada 89101

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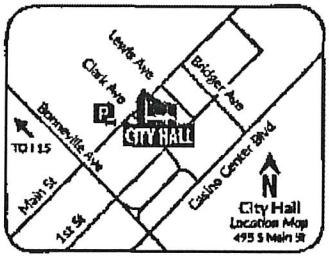

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Planning Commission Meeting of **05/10/2022**

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Department of Planning

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22-0085-VAR1
12533311019
NANTEL NORMAND
5116 JESSICA JOY ST
LAS VEGAS NV 89149-4775

39 BRDFNP1 89149

From 1.877.233.3839 Mon May 9 12:21:06 2022 PDT Page 2 of 2

Submitted after final agenda

32P

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495 South Main Street
Las Vegas, Nevada 89101

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ATT:
THIS SHOULD HAVE BEEN DONE BEFORE BUILDING of structures!

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City of Las Vegas

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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22-0085-VAR1

Planning Commission Meeting of **05/10/2022**

22-0085-VAR1
12533305006
PAKALA FAMILY REVOCABLE LIV TR
PAKALA JAMES MICHAEL & ANN M TRS
8150 W LA MADRE WAY
LAS VEGAS NV 89149-4713

39 BRDFNP1 89149

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495 South Main Street
Las Vegas, Nevada 89101

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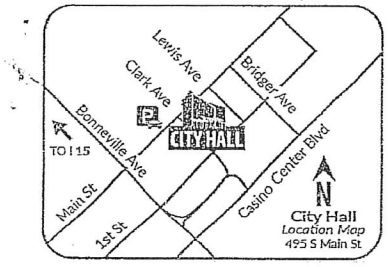

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22-0085-VAR1

Planning Commission Meeting of **05/10/2022**

22-0085-VAR1
12533305001
VOSBURG GARY D & CAROL J TRS
8151 ROSADA WAY
LAS VEGAS NV 89149-4725

39 BRDFNP1 89149

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32A

Nora Lares

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Sent: Thursday, May 5, 2022 6:46 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning App Comments
Submitted at 05/05/22 6:45 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Kenny Gibson
Residential or Business Address:	5100 Royer Ranch Rd Las Vegas, NV 89149
Phone:	(702) 470-6405
Email:	kennygibson1@yahoo.com

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formstack

Formstack Submission For: Planning App Comments
Submitted at 05/05/22 5:32 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Dana Hall
Residential or Business Address:	5141 Royer Ranch Rd Las Vegas, NV 89149
Phone:	(702) 371-3730
Email:	allstatecrane2@gmail.com

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Submitted at 05/05/22 5:27 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Ross Gatzmer
Residential or Business Address:	5124 Royer Ranch Rd Las Vegas, NV 89149
Phone:	(702) 321-6560
Email:	rossgatz@hotmail.com

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Formstack Submission For: Planning App Comments
Submitted at 05/05/22 5:17 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Robert Owens
Residential or Business Address:	5121 Royer Ranch RD Las Vegas, NV 89149
Phone:	(702) 303-6901
Email:	owenskarate@gmail.com

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Formstack Submission For: Planning App Comments
Submitted at 05/05/22 5:09 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Ginger Kraft
Residential or Business Address:	5131 Royer Ranch RD Las Vegas, NV 89149
Phone:	(252) 435-9199
Email:	msjiner@gmail.com

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Formstack Submission For: Planning App Comments
Submitted at 05/05/22 4:53 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Cook Family Trust Cook
Residential or Business Address:	5101 Royer Ranch Rd Las Vegas, NV 89149
Phone:	(702) 239-1758
Email:	mandpcook@cox.net

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Formstack Submission For: Planning App Comments
Submitted at 05/05/22 4:51 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0085-V
Position:	I SUPPORT the project and all related applications.
Name:	Ruth & Michael Lavin
Residential or Business Address:	8201 Adler Cir Las Vegas, NV 89149
Phone:	(702) 813-6414
Email:	ruth.lavin@gmail.com
Comments:	These buildings have been there for at least 22 years and no one had an issue with it. It wasn't until a former neighbor got mad at Dennis Adams and he was being vindictive. You can't see them from the street.

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Nora Lares

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Subject: Planning Application Comments Form

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Formstack Submission For: Planning App Comments
Submitted at 05/05/22 4:24 PM

Meeting Date:	Tuesday, May 10, 2022
Project Number:	22-0085
Position:	I SUPPORT the project and all related applications.
Name:	Valerie Juick
Residential or Business Address:	5112 Royer Ranch RD Las Vegas, NV 89149
Phone:	(702) 539-9868
Email:	tooltimeval@yahoo.com
Comments:	We have no problem with allowing. Thank you

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AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
60

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Nat Hodgson, Chief Executive Officer, Southern Nevada Home Builders Association, and Brian Gordon, Principal, Applied Analysis, regarding the study results of the Southern Nevada Housing Market and Land Availability Analysis - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Southern Nevada Home Builders Association (SNHBA) and Applied Analysis has conducted a study on the housing market and land availability in Southern Nevada. This report considers the long-run demand for residential housing in Clark County and identifies potential land supply constraints to the market's ability to meet overall demand. Specifically, the analysis focuses on historical and project trends in demand for land going forward.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Southern Nevada Housing Market and Land Availability Analysis presentation



SOUTHERN NEVADA HOME BUILDERS ASSOCIATION

THOSE WHO BELONG....CARE

City of Las Vegas Executive Summary Briefing

SOUTHERN NEVADA HOUSING MARKET AND LAND AVAILABILITY ANALYSIS

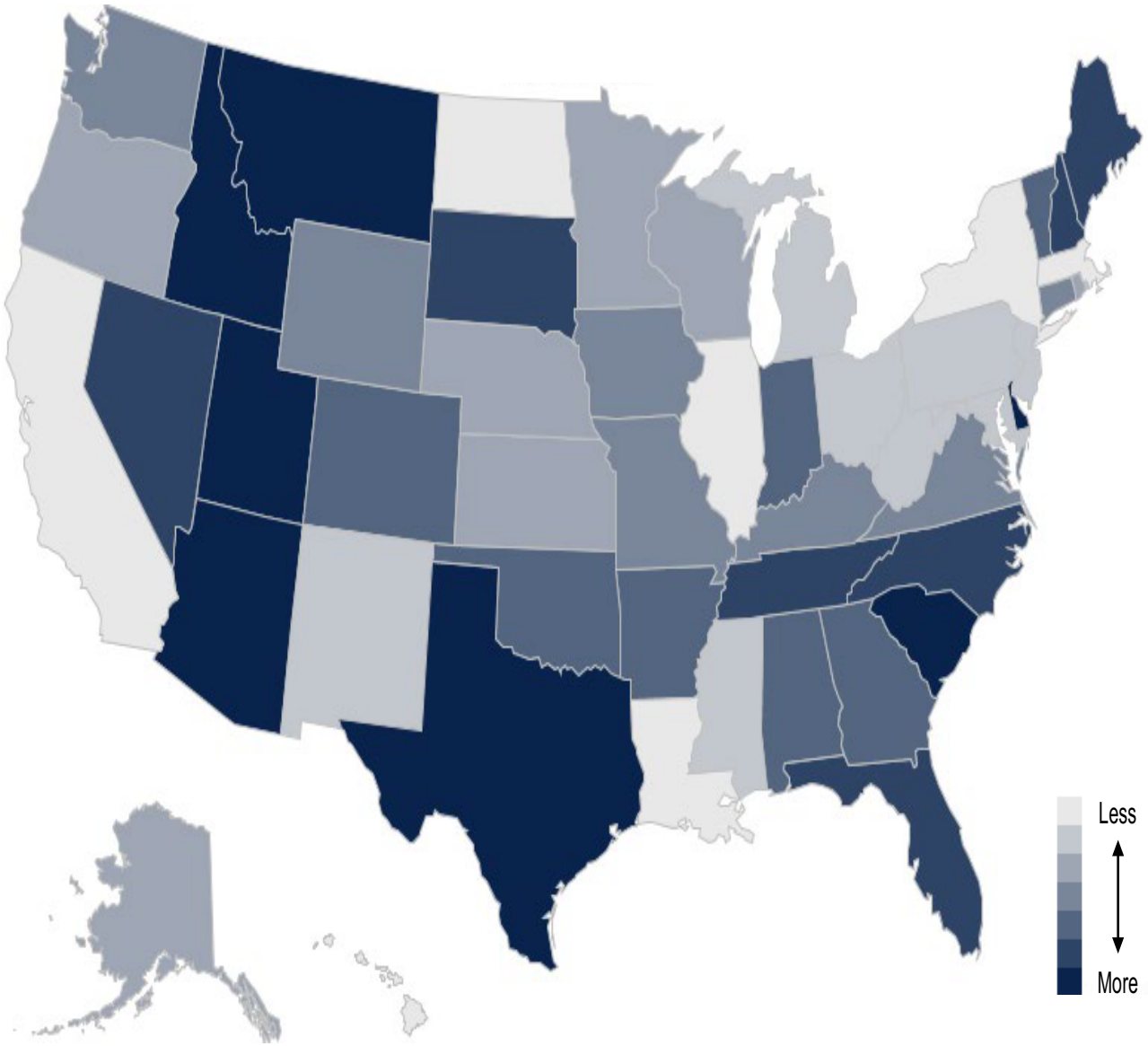
APRIL 7, 2022

APPLIED ANALYSIS

Population Growth by State

2021 vs 2020

Rank	State	Annual Growth
1	Idaho	+2.88%
2	Utah	+1.72%
3	Montana	+1.66%
4	Arizona	+1.37%
5	South Carolina	+1.17%
6	Delaware	+1.16%
7	Texas	+1.06%
8	Florida	+0.98%
9	**Nevada**	**+0.96%**
10	South Dakota	+0.93%
	U.S. Average	**+0.12%**

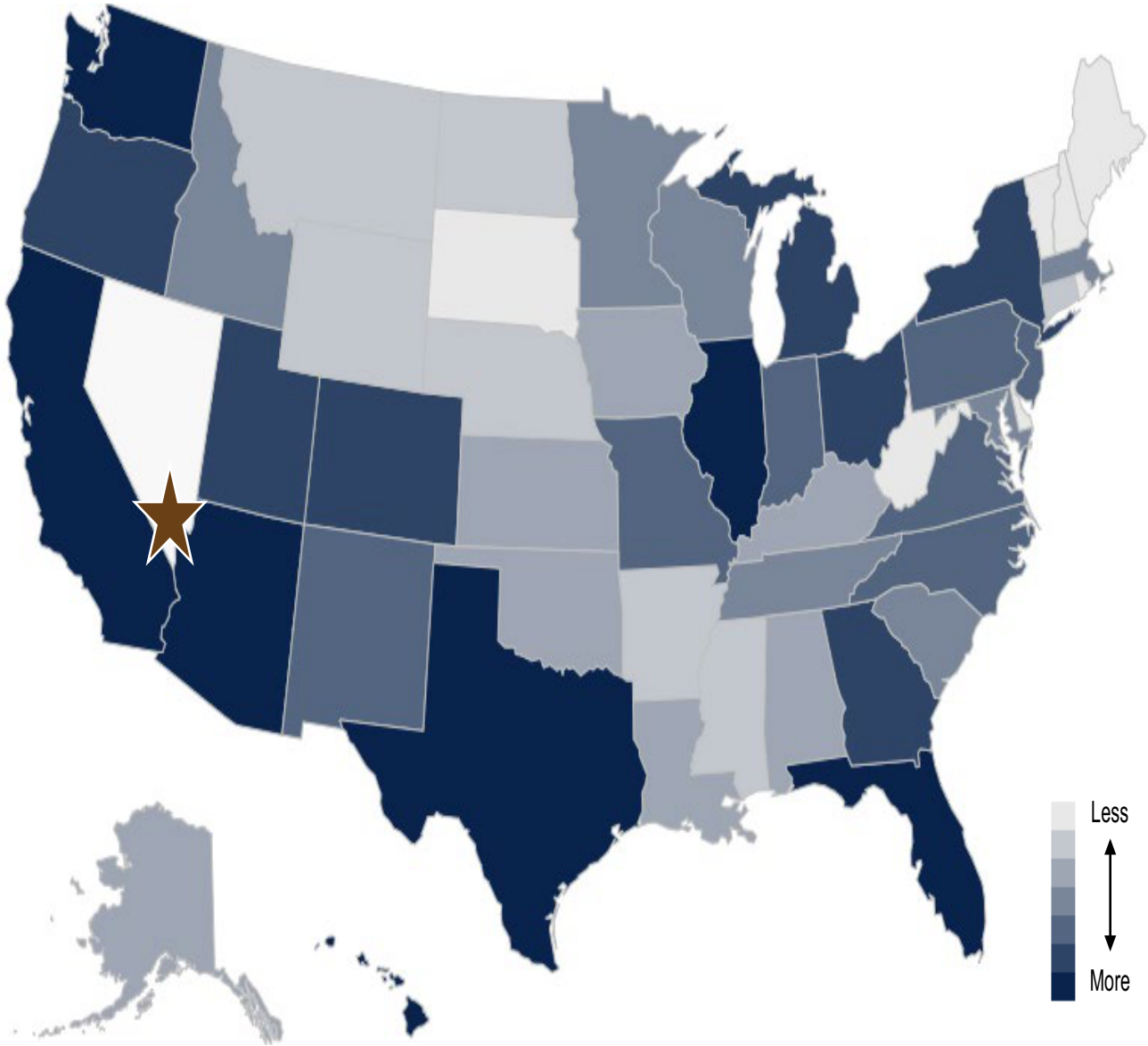


Source: U.S. Census Bureau

Newcomers to Clark County

2021 | Based on Driver License Surrenders

Top 5 States		Share of Newcomers
1	California	39.6%
2	Florida	5.0%
3	Texas	4.1%
4	Washington	4.1%
5	Arizona	4.0%

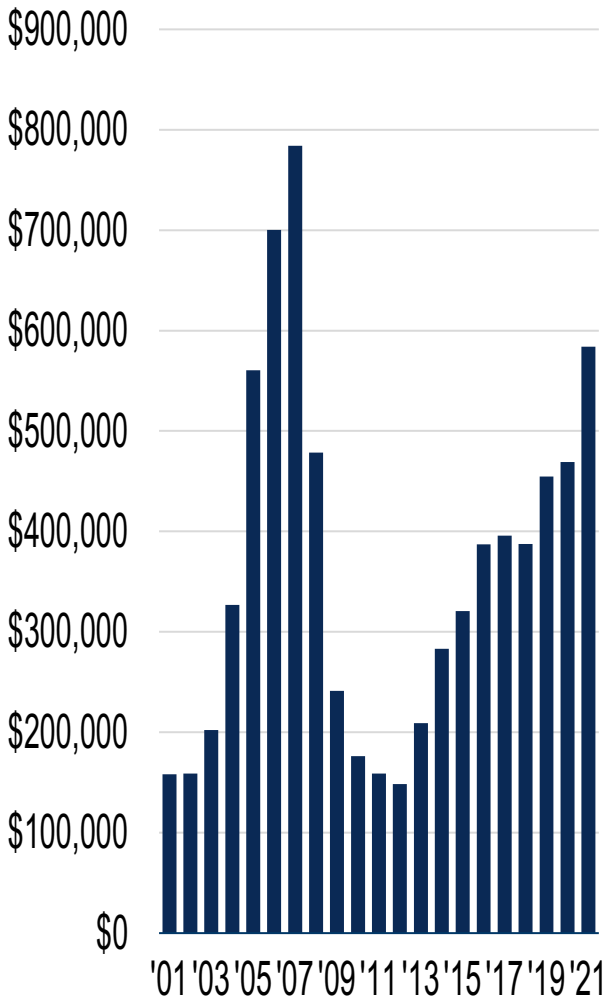


Source: Nevada Department of Motor Vehicles

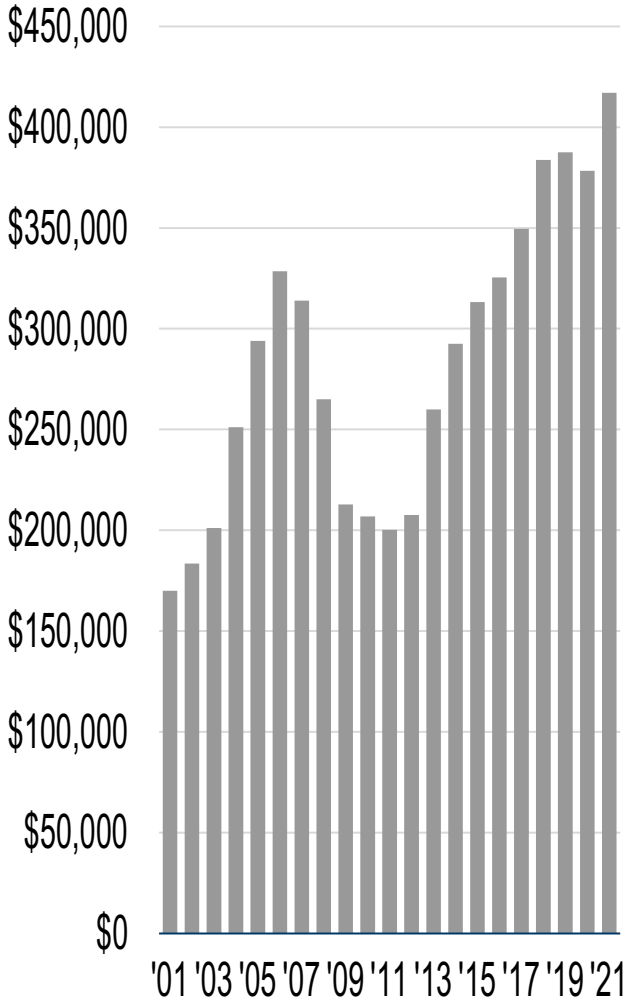
Comparative Analysis of Pricing

Vacant Land (All Land Use Types), New Homes and Resale Homes

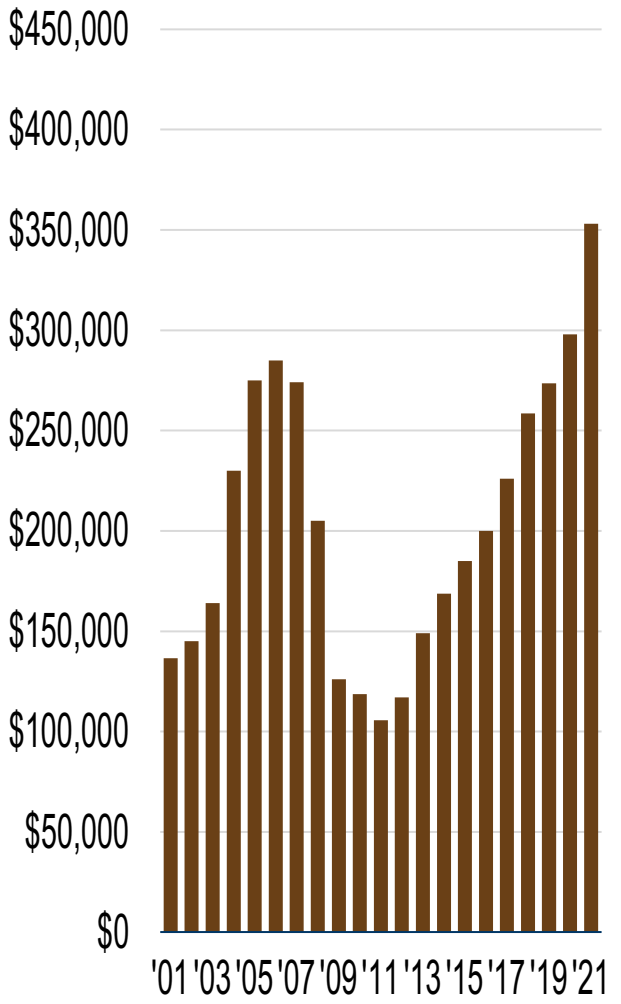
Vacant Land Price per Acre



Median New Home Price



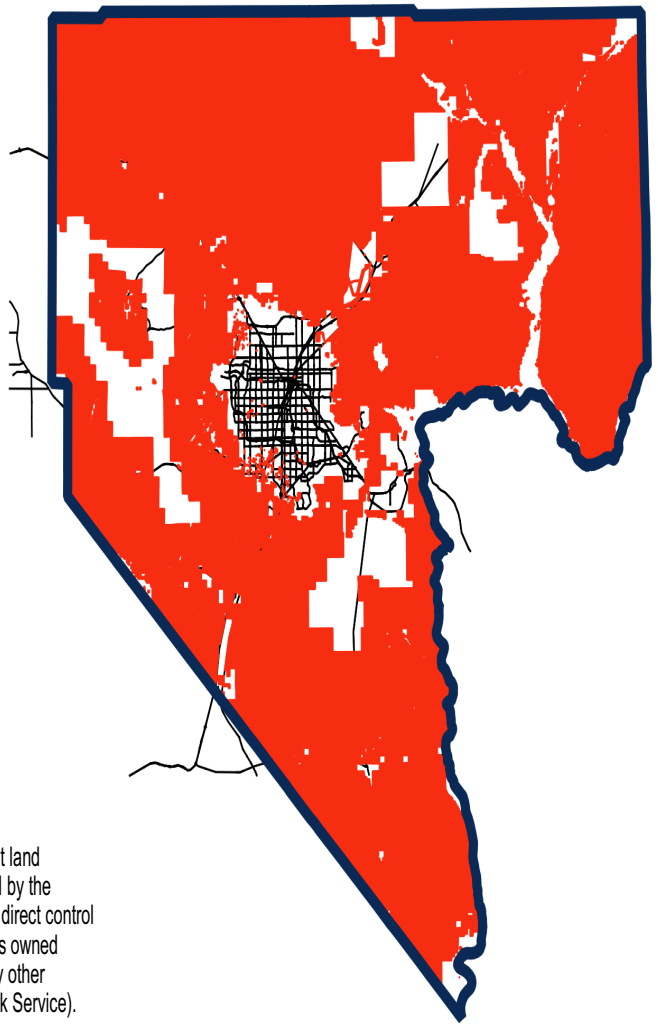
Median Resale Home Price



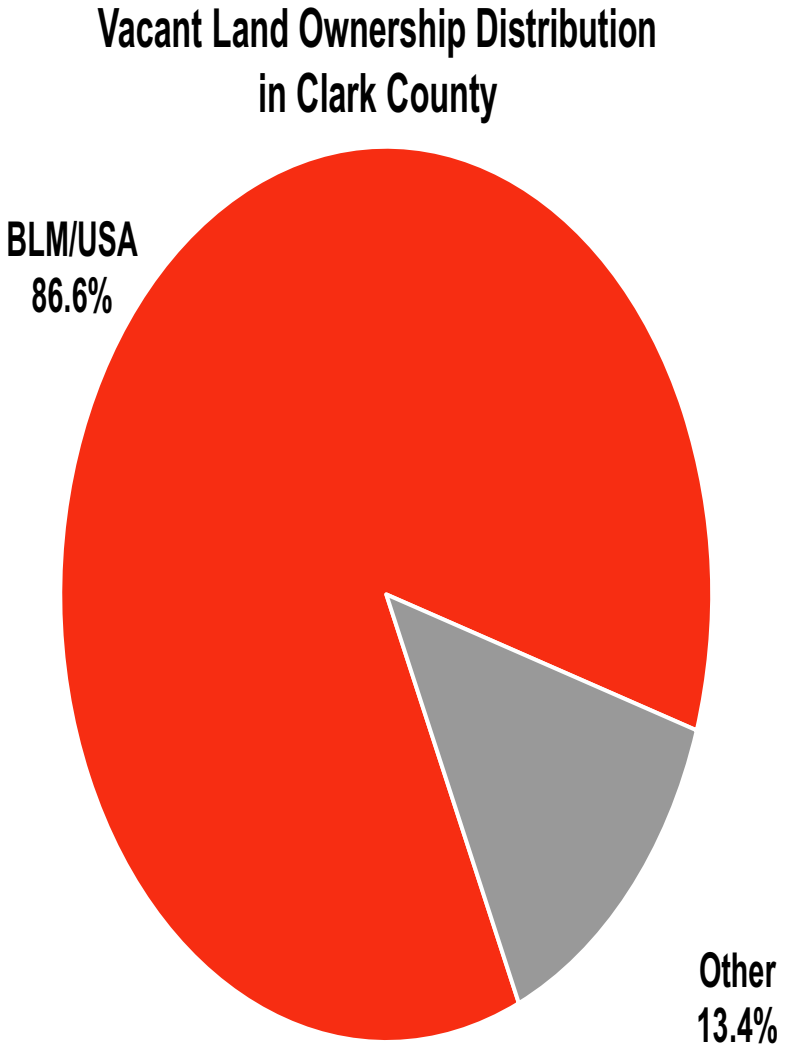
Source: SalesTraq and Applied Analysis

Vacant Land in Clark County

BLM and USA Owned Land vs. Other Ownership



Note: Not all vacant land identified as owned by the BLM/USA is under direct control of the BLM, some is owned and/or managed by other agencies (e.g., Park Service).



Source: Clark County and Applied Analysis Calculations (Boundaries Are Approximate)

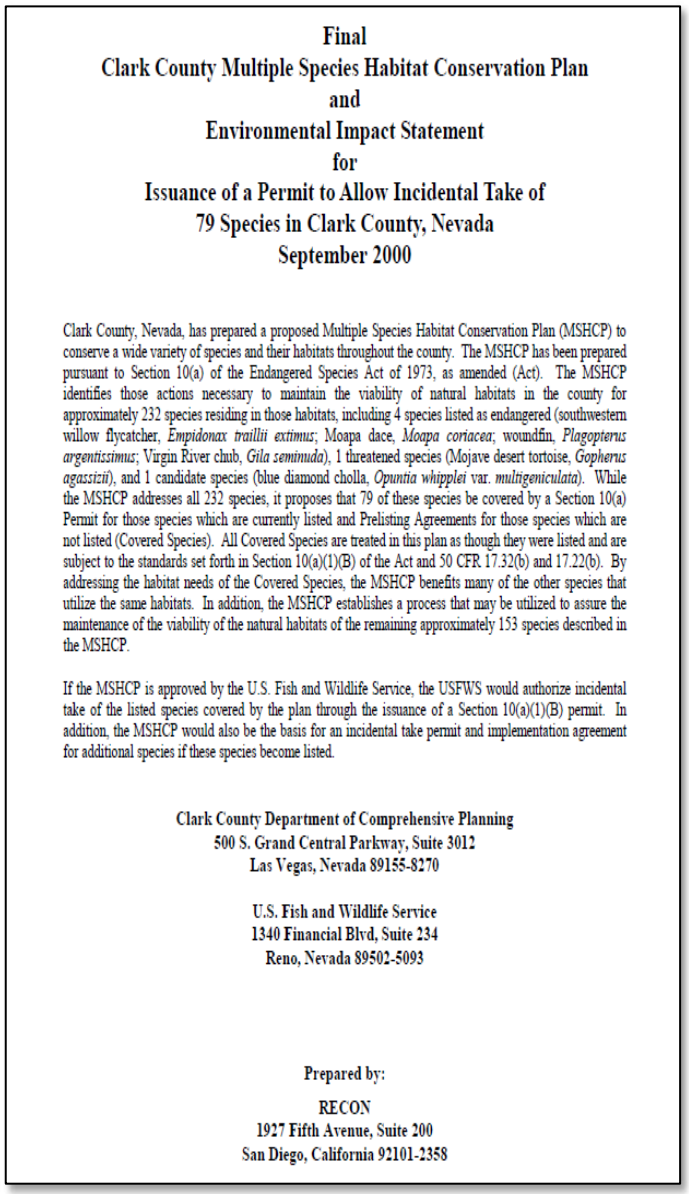
Multiple Species Habitat Conservation Plan (MSHCP)

A Broad Overview

- The Clark County Desert Conservation Program (DCP) manages Endangered Species Act compliance on behalf of Clark County and the cities of Boulder City, Henderson, Las Vegas, North Las Vegas, Mesquite and the Nevada Department of Transportation (collectively, the Permittees) through implementation of the Clark County Multiple Species Habitat Conservation Plan (MSHCP) and associated Section 10(a)(1)(B) incidental take permit.

- In no event, however, shall the total amount of "take" exceed 145,000 acres.

- Should the MSHCP be amended in the future, the total amount of "take" could be adjusted going forward; this analysis is based on the plan as it exists today.



Final
Clark County Multiple Species Habitat Conservation Plan
and
Environmental Impact Statement
for
Issuance of a Permit to Allow Incidental Take of
79 Species in Clark County, Nevada
September 2000

Clark County, Nevada, has prepared a proposed Multiple Species Habitat Conservation Plan (MSHCP) to conserve a wide variety of species and their habitats throughout the county. The MSHCP has been prepared pursuant to Section 10(a) of the Endangered Species Act of 1973, as amended (Act). The MSHCP identifies those actions necessary to maintain the viability of natural habitats in the county for approximately 232 species residing in those habitats, including 4 species listed as endangered (southwestern willow flycatcher, *Empidonax traillii extimus*; Moapa dace, *Moapa coriacea*; woundfin, *Plagopterus argentissimus*; Virgin River chub, *Gila seminuda*), 1 threatened species (Mojave desert tortoise, *Gopherus agassizii*), and 1 candidate species (blue diamond cholla, *Opuntia whipplei* var. *multigeniculata*). While the MSHCP addresses all 232 species, it proposes that 79 of these species be covered by a Section 10(a) Permit for those species which are currently listed and Prelisting Agreements for those species which are not listed (Covered Species). All Covered Species are treated in this plan as though they were listed and are subject to the standards set forth in Section 10(a)(1)(B) of the Act and 50 CFR 17.32(b) and 17.22(b). By addressing the habitat needs of the Covered Species, the MSHCP benefits many of the other species that utilize the same habitats. In addition, the MSHCP establishes a process that may be utilized to assure the maintenance of the viability of the natural habitats of the remaining approximately 153 species described in the MSHCP.

If the MSHCP is approved by the U.S. Fish and Wildlife Service, the USFWS would authorize incidental take of the listed species covered by the plan through the issuance of a Section 10(a)(1)(B) permit. In addition, the MSHCP would also be the basis for an incidental take permit and implementation agreement for additional species if these species become listed.

Clark County Department of Comprehensive Planning
500 S. Grand Central Parkway, Suite 3012
Las Vegas, Nevada 89155-8270

U.S. Fish and Wildlife Service
1340 Financial Blvd, Suite 234
Reno, Nevada 89502-5093

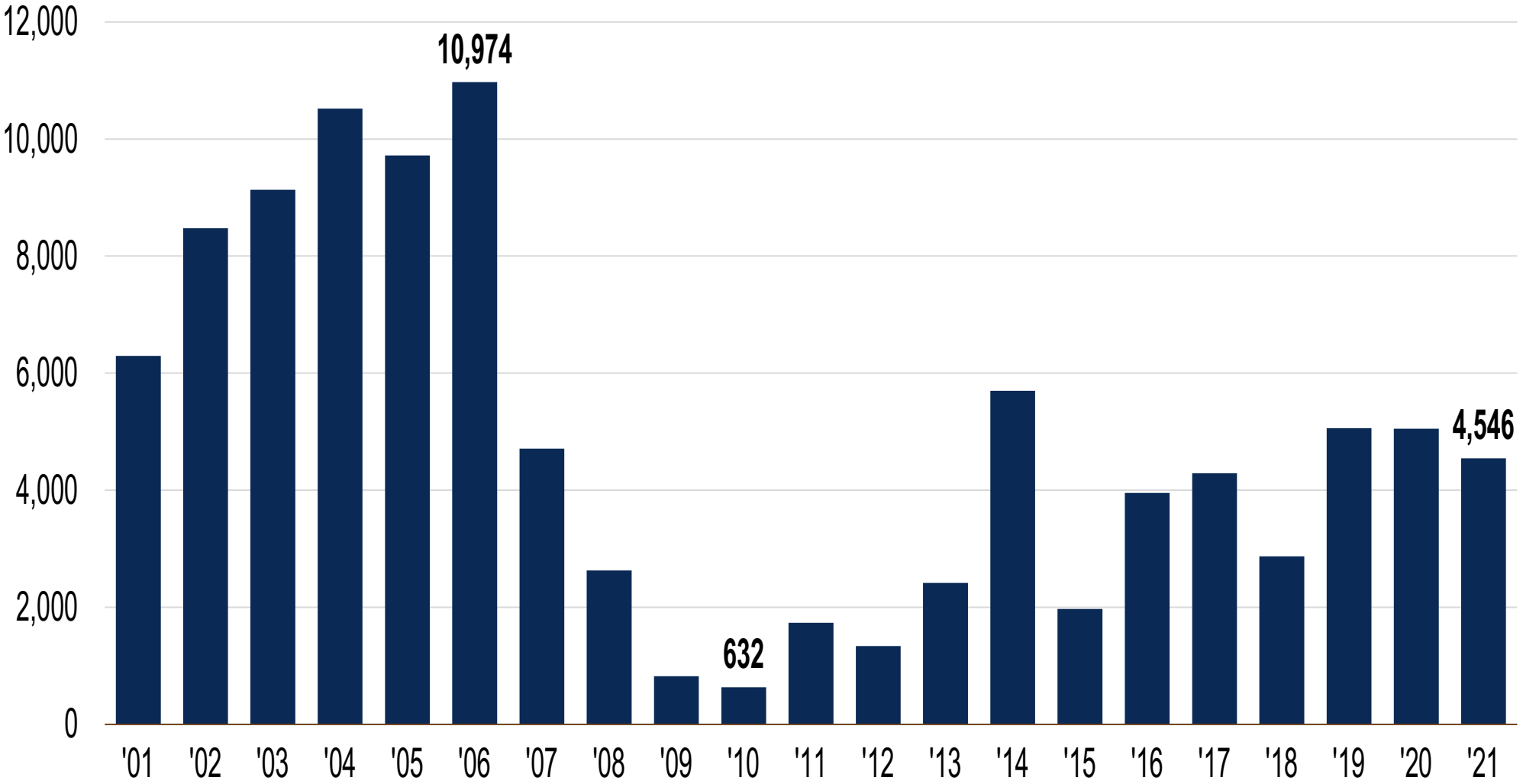
Prepared by:

RECON
1927 Fifth Avenue, Suite 200
San Diego, California 92101-2358

Source: Clark County

Land Disturbed (Development Activity) by Year

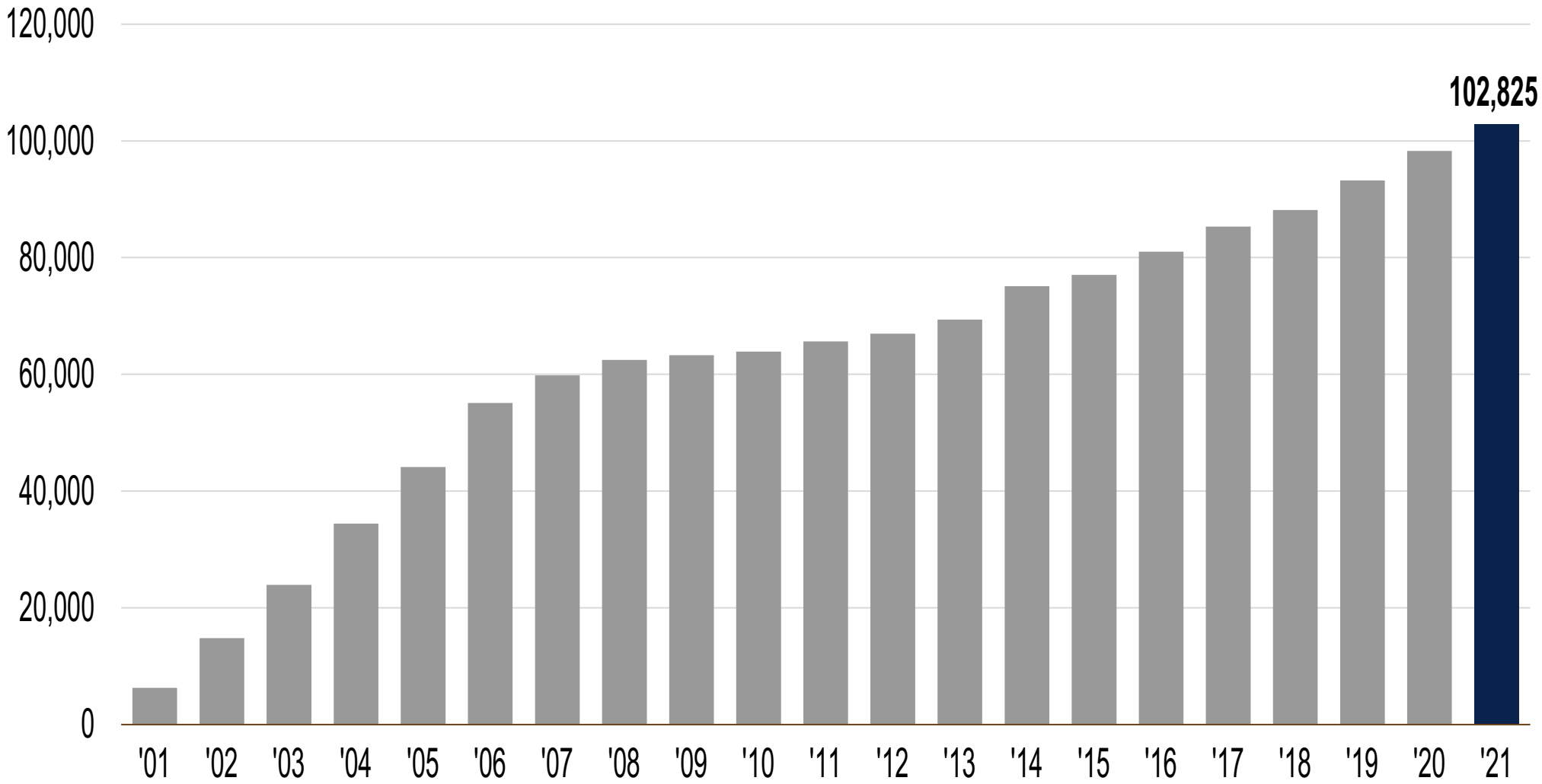
Number of Acres Disturbed Under the MSHCP



Source: Clark County

Land Disturbed (Development Activity) Cumulatively

Number of Acres Disturbed Under the MSHCP



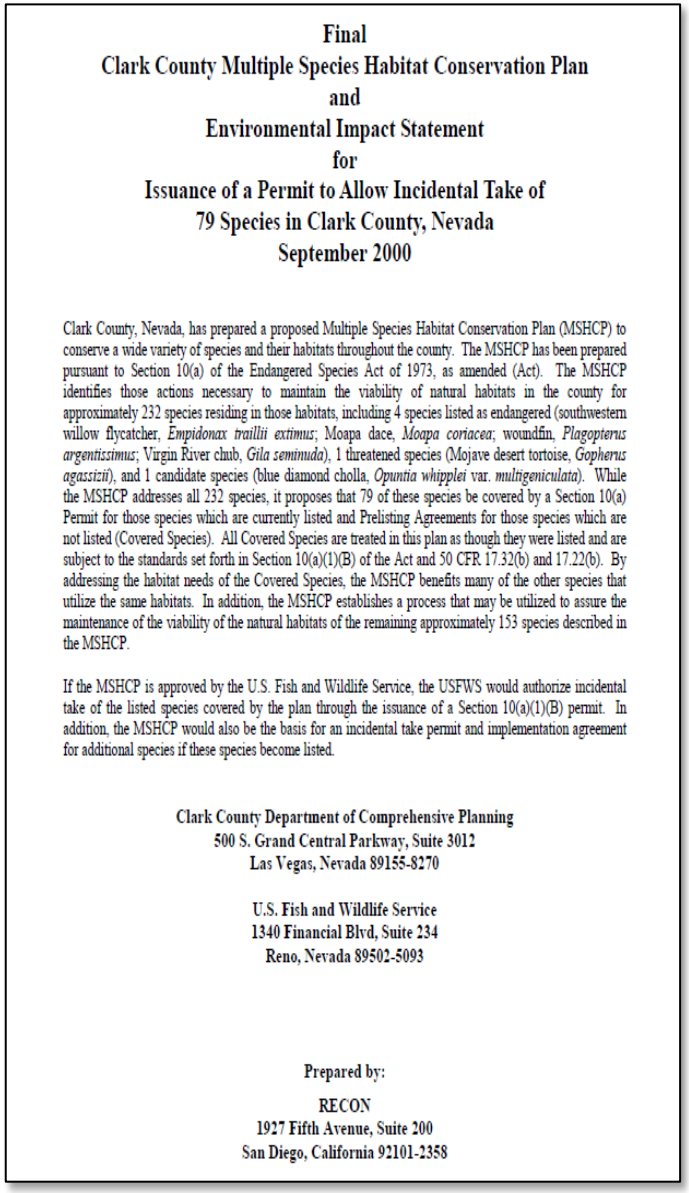
Source: Clark County

Summary of Development Activity

Number of Acres Disturbed Under the MSHCP

	Acres
No. of Acres Allowed Under the MSHCP	**145,000**
Less: No. of Acres Disturbed To Date	(102,825)
Less: No. of Exempt Acres	(15,000)
Plus: No. of Acres Added Through Amendment	22,650
No. of Disturbable Acres Remaining	**49,825**

Source: Clark County/Applied Analysis; Note: an amendment process is underway to consider increasing the cap, reduce the number of species covered, extend the permit term to 50 years (from 30 years), among other attributes.



Final
Clark County Multiple Species Habitat Conservation Plan
and
Environmental Impact Statement
for
Issuance of a Permit to Allow Incidental Take of
79 Species in Clark County, Nevada
September 2000

Clark County, Nevada, has prepared a proposed Multiple Species Habitat Conservation Plan (MSHCP) to conserve a wide variety of species and their habitats throughout the county. The MSHCP has been prepared pursuant to Section 10(a) of the Endangered Species Act of 1973, as amended (Act). The MSHCP identifies those actions necessary to maintain the viability of natural habitats in the county for approximately 232 species residing in those habitats, including 4 species listed as endangered (southwestern willow flycatcher, *Empidonax traillii extimus*; Moapa dace, *Moapa coriacea*; woundfin, *Plagopterus argentissimus*; Virgin River chub, *Gila seminuda*), 1 threatened species (Mojave desert tortoise, *Gopherus agassizii*), and 1 candidate species (blue diamond cholla, *Opuntia whipplei* var. *multigeniculata*). While the MSHCP addresses all 232 species, it proposes that 79 of these species be covered by a Section 10(a) Permit for those species which are currently listed and Prelisting Agreements for those species which are not listed (Covered Species). All Covered Species are treated in this plan as though they were listed and are subject to the standards set forth in Section 10(a)(1)(B) of the Act and 50 CFR 17.32(b) and 17.22(b). By addressing the habitat needs of the Covered Species, the MSHCP benefits many of the other species that utilize the same habitats. In addition, the MSHCP establishes a process that may be utilized to assure the maintenance of the viability of the natural habitats of the remaining approximately 153 species described in the MSHCP.

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Clark County Department of Comprehensive Planning
500 S. Grand Central Parkway, Suite 3012
Las Vegas, Nevada 89155-8270

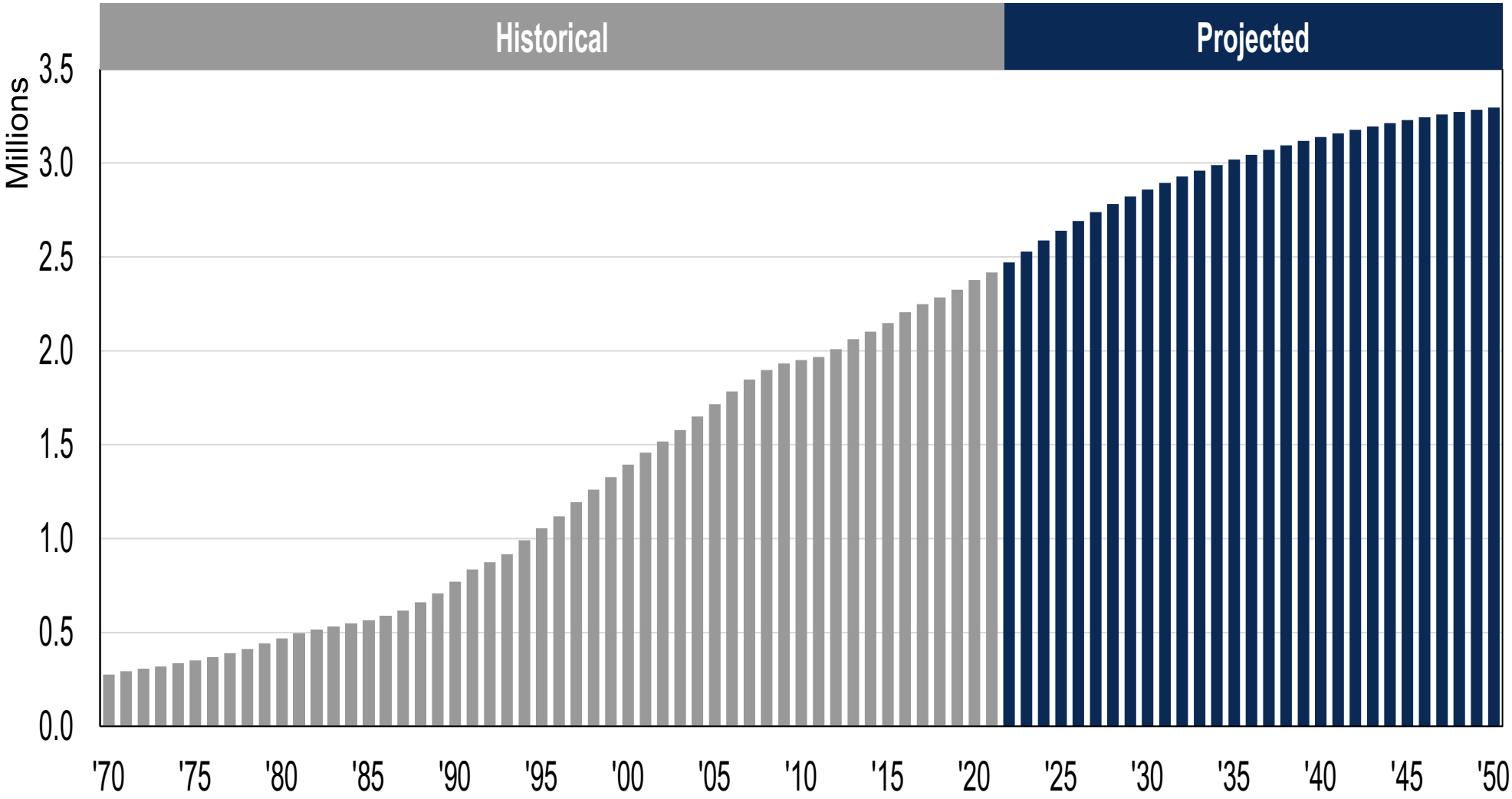
U.S. Fish and Wildlife Service
1340 Financial Blvd, Suite 234
Reno, Nevada 89502-5093

Prepared by:

RECON
1927 Fifth Avenue, Suite 200
San Diego, California 92101-2358

Population

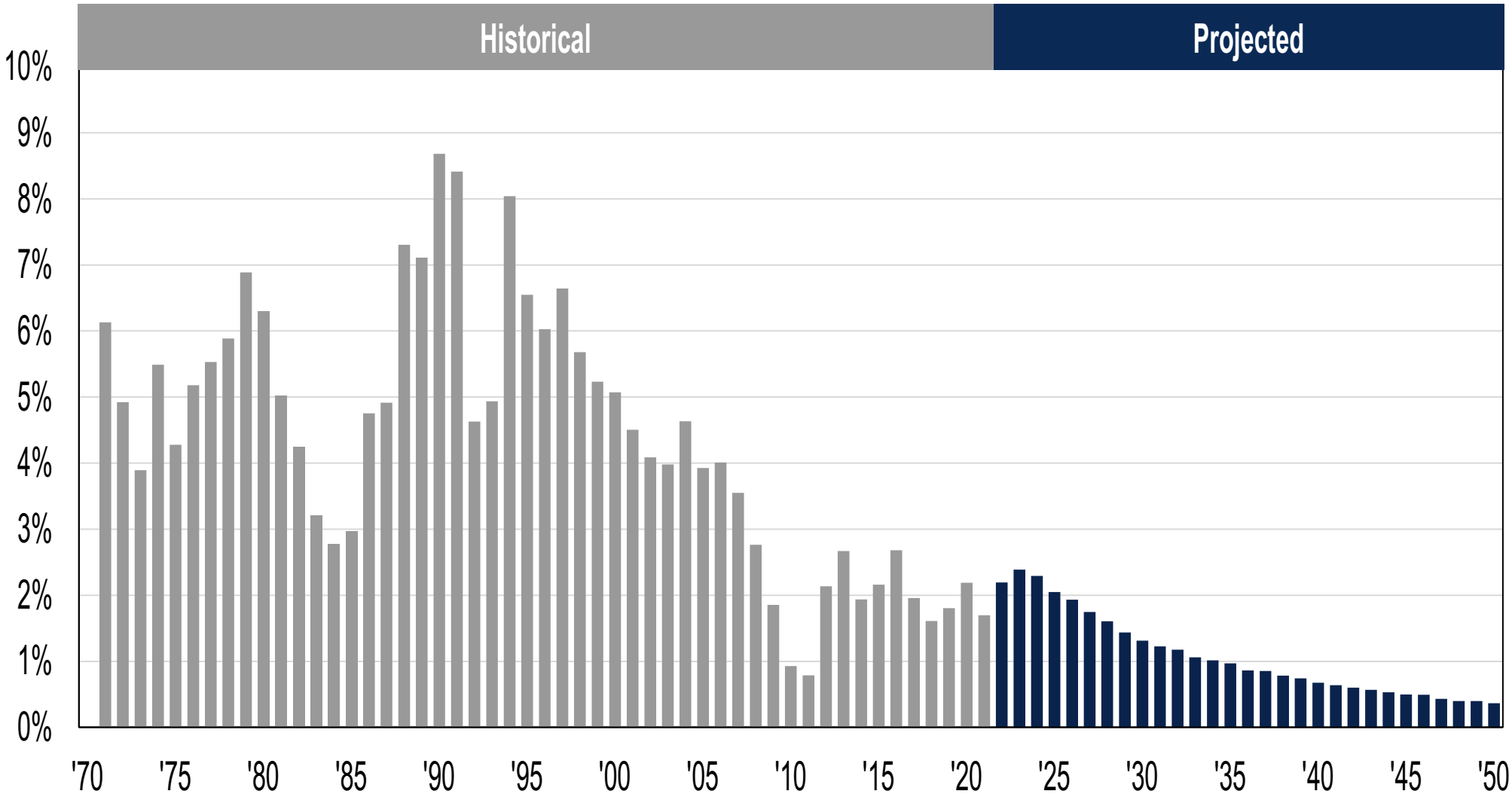
Historical and Projected in Clark County



Source: NV Demographer, UNLV CBER, Applied Analysis

Population Growth

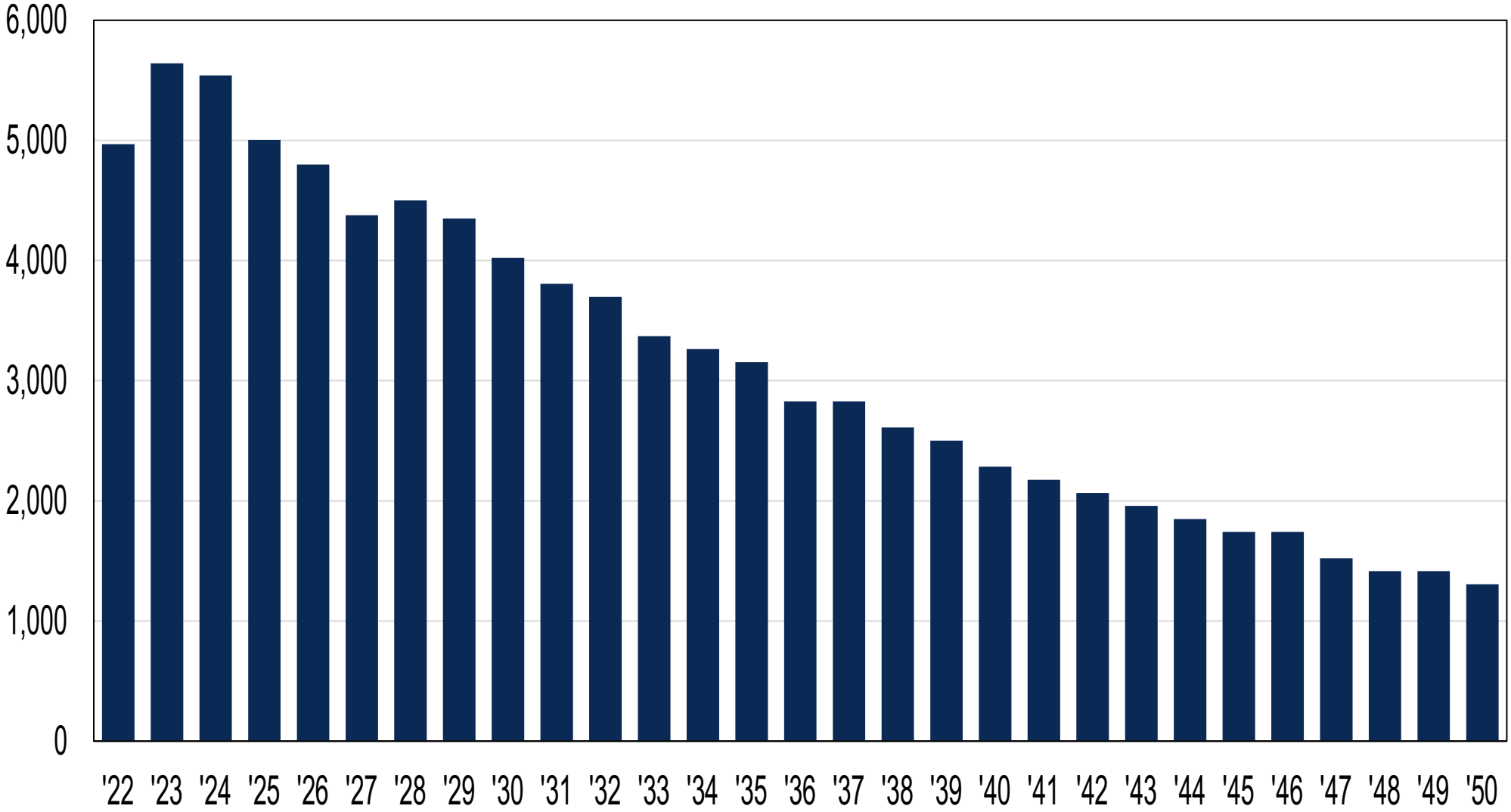
Historical and Projected in Clark County



Source: NV Demographer, UNLV CBER, Applied Analysis

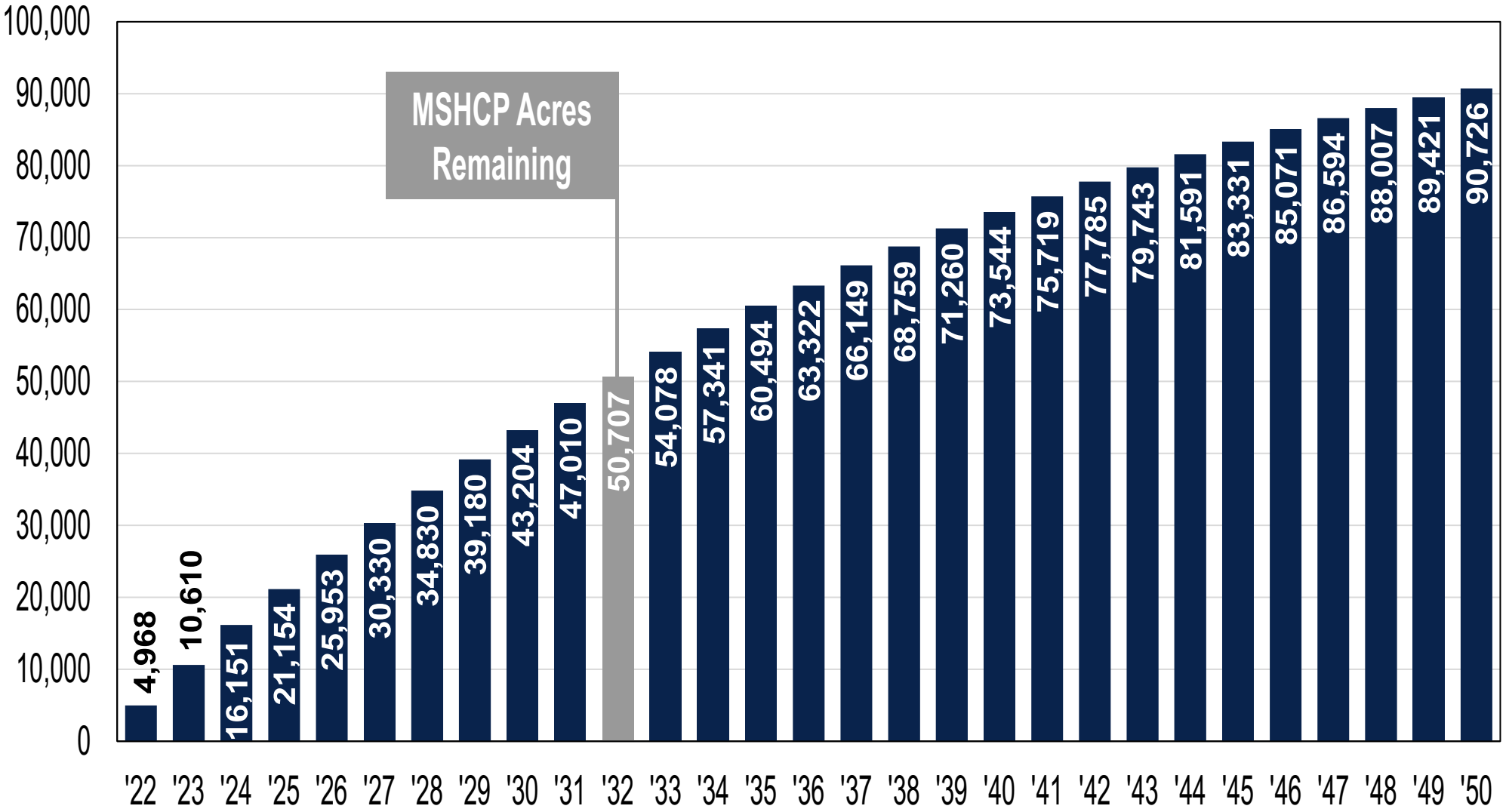
Future Land Demanded Annually (Gross Acres)

Clark County, Nevada



Future Land Demanded Cumulatively (Gross Acres)

Clark County, Nevada

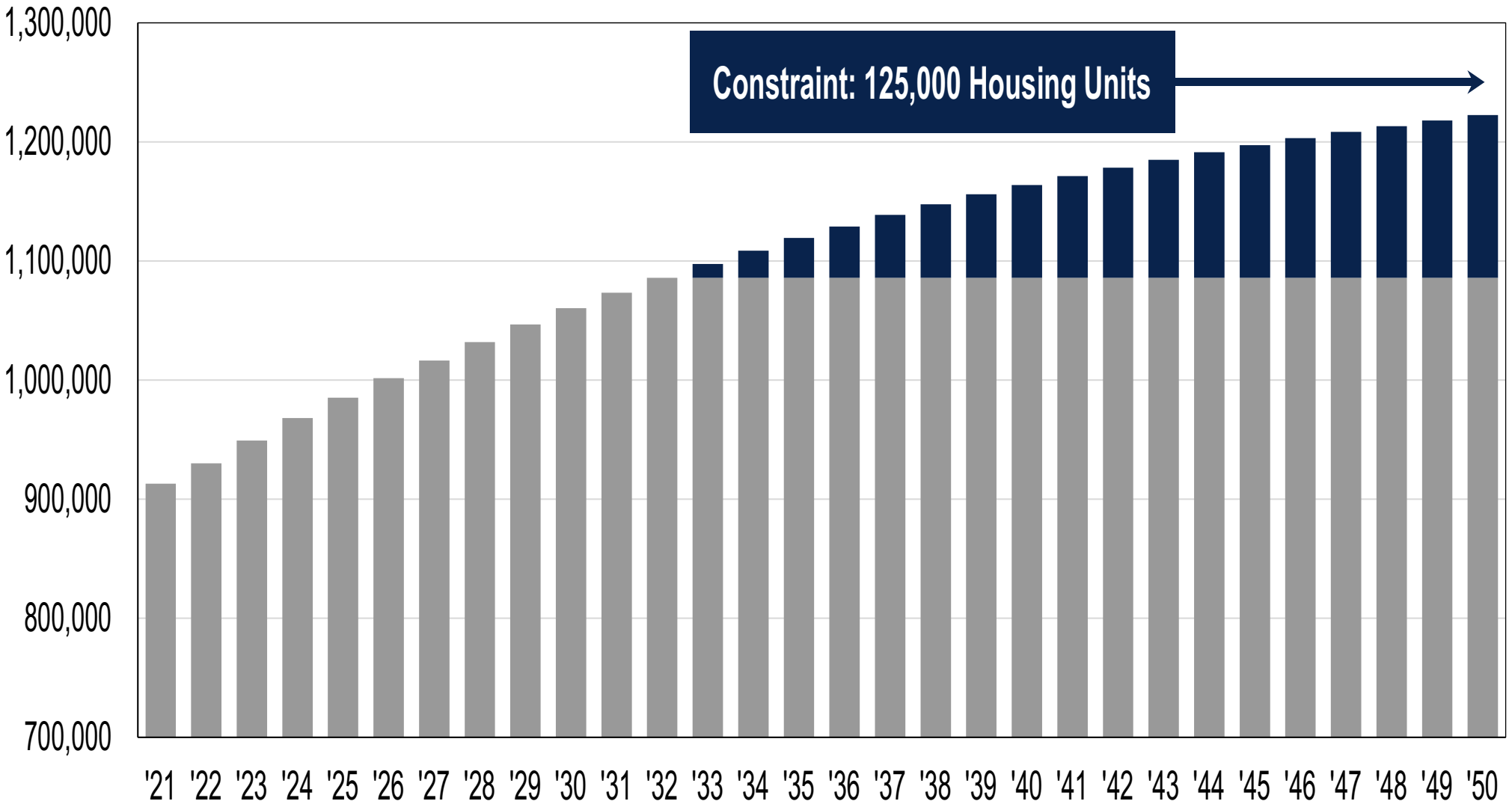


Sensitivity Analysis

30-Year CAGR	0.1%	0.3%	0.6%	0.8%	1.1%	1.3%	1.6%	1.8%	2.1%	2.3%	2.6%
Shift From Baseline	-1.00%	-0.75%	-0.50%	-0.25%	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%
	SLOWER GROWTH					FASTER GROWTH					
2022	47,525	46,858	46,191	45,524	**44,857**	44,189	43,522	42,855	42,188	41,521	40,854
2023	44,630	43,281	41,929	40,574	**39,215**	37,853	36,488	35,119	33,747	32,372	30,993
2024	41,918	39,872	37,816	35,750	**33,674**	31,588	29,491	27,385	25,268	23,141	21,003
2025	39,808	37,054	34,280	31,486	**28,670**	25,835	22,978	20,100	17,201	14,282	11,341
2026	37,964	34,493	30,987	27,447	**23,872**	20,262	16,616	12,934	9,217	5,463	1,673
2027	36,585	32,391	28,145	23,846	**19,495**	15,089	10,630	6,115	1,546	(3,079)	(7,761)
2028	35,150	30,222	25,221	20,145	**14,994**	9,767	4,463	(920)	(6,382)	(11,924)	(17,547)
2029	33,914	28,246	22,480	16,613	**10,645**	4,573	(1,604)	(7,887)	(14,278)	(20,779)	(27,391)
2030	33,031	26,623	20,087	13,420	**6,621**	(313)	(7,384)	(14,594)	(21,947)	(29,443)	(37,087)
2031	32,393	25,243	17,932	10,457	**2,815**	(4,999)	(12,986)	(21,151)	(29,497)	(38,028)	(46,747)
2032	**31,895**	**24,002**	**15,911**	**7,617**	**(883)**	**(9,594)**	**(18,522)**	**(27,670)**	**(37,045)**	**(46,650)**	**(56,491)**
2033	31,727	23,095	14,225	5,111	**(4,254)**	(13,875)	(23,760)	(33,914)	(44,344)	(55,058)	(66,061)
2034	31,688	22,319	12,667	2,725	**(7,516)**	(18,064)	(28,926)	(40,113)	(51,632)	(63,492)	(75,704)
2035	31,773	21,668	11,233	457	**(10,670)**	(22,159)	(34,020)	(46,265)	(58,905)	(71,952)	(85,418)
2036	32,168	21,339	10,126	(1,481)	**(13,497)**	(25,934)	(38,806)	(52,127)	(65,912)	(80,176)	(94,933)
2037	32,585	21,030	9,038	(3,409)	**(16,325)**	(29,726)	(43,631)	(58,057)	(73,022)	(88,544)	(104,643)
2038	33,206	20,936	8,168	(5,115)	**(18,934)**	(33,309)	(48,261)	(63,810)	(79,980)	(96,794)	(114,276)
2039	33,936	20,956	7,415	(6,707)	**(21,436)**	(36,794)	(52,809)	(69,505)	(86,910)	(105,053)	(123,963)
2040	34,861	21,182	6,877	(8,081)	**(23,719)**	(40,067)	(57,155)	(75,015)	(93,680)	(113,182)	(133,560)

Impact of Constraints on Residential Development

Projected Number of Housing Units



Source: SalesTraq, Applied Analysis



SOUTHERN NEVADA HOME BUILDERS ASSOCIATION

THOSE WHO BELONG....CARE

City of Las Vegas Executive Summary Briefing

SOUTHERN NEVADA HOUSING MARKET AND LAND AVAILABILITY ANALYSIS

APRIL 7, 2022

APPLIED ANALYSIS

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
61

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 15, 2022

Agenda Item No.:
62

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.

AGENDA SUMMARY PAGE

City Council
Meeting of: June 15, 2022

Agenda Item No.:
63

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
COUNCIL EMERGING ISSUES:

Discussion regarding potential items for future City Council agendas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

RECOMMENDATION:
Direct staff accordingly.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: June 15, 2022

Agenda Item No.:
64

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Council Member Recognition: Comments made by individual City Council Members during this portion of the agenda will not be acted upon by the City Council unless that subject is on the agenda and scheduled for action.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Flyers for Ward 2 Announcements, U.S. State Dept. International Visitor Leadership Program, 2022 Super Star Safety Award, May Breakfast Buzz and Ward 2 Biz, Animal Foundation Pet Adoptions, Nevada SPCA Adoptions, Small Business Saturdays, End of Watch for Officer Justin Terry, Office Contact Information, and Social Media Accounts by Councilwoman Seaman; Flyers for Ward 5 Announcements, Summer Sizzle Shaq Courts, City of Las Vegas Pop-Up Fun, 21st Annual Las Vegas Juneteenth Celebration, Computer Basics for Seniors, June is LGBTQI+ Pride Month, Ward 5 Newsletter, and Stay Connected by Councilman Crear; Flyers for Rally North America, June 15th is National Beer Day Britain and Nature Photography Day, and How to Stay Informed by Councilman Anthony; Flyers for Independence Day Celebration, Located and Missing Juvenile Bulletins, and Homeless Success Stories by Councilwoman Fiore; Flyers for Ward 3 Announcements, Congratulations Alexa Del Real, Shift Fun Family Event, Huntridge Circle Park Community Meeting, Summer Splash, and Stay in Touch by Councilwoman Diaz; and Flyers for June Brews with Brian and Office Contact Information by Councilman Knudsen



Submitted at Meeting
Date: 6/15/2022 Item: 64
Submitted by: Councilmembers

WARD 2

U.S. State Dept. International Visitor Leadership Program

Law Enforcement Officers from Pakistan



WARD 2

Allanza at the Lakes

2022 Super Star Safety Award



WARD 2

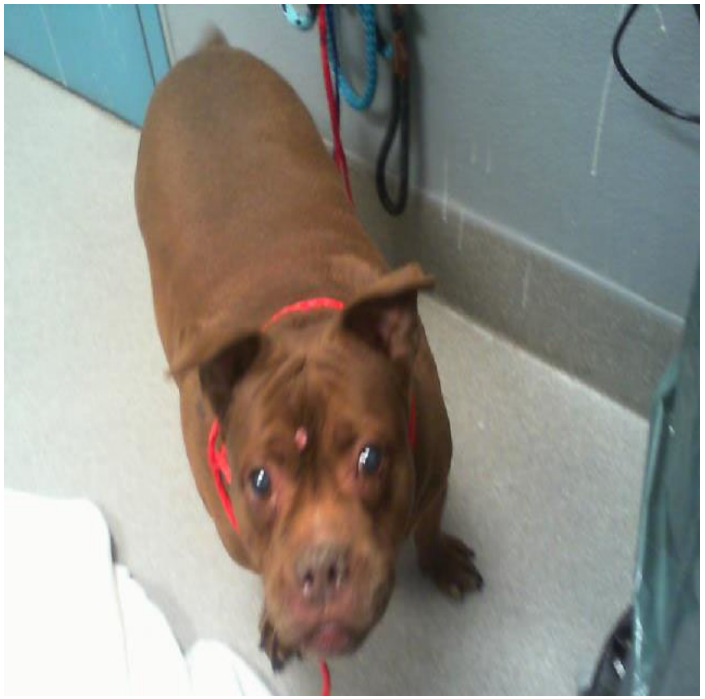
May Breakfast Buzz & Ward 2 Biz

Hash House A Go-Go



WARD 2

Animal Foundation Pet Adoptions



ZELLA

ID # A1227444
Arrived: 5/31/2022

Female Spayed
Age: 11 Years
Weight: 66 lbs

Animal Foundation Pet Adoptions

WARD 2



DIOR

ID # A1210369
Arrived: 3/19/2022

Female Spayed
Age: 1 Year
Weight: 50 lbs

WARD 2

Animal Foundation Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2

Nevada SPCA Adoptions



JOHNNY CAGE

Arrived May. 2022
Male Neutered
Age: 10 Years
Weight: 74 lbs

WARD 2

Nevada SPCA Adoptions



CARROT

Arrived May. 2022
Female Spayed
Age: 6 Years
Weight: 10 lbs

WARD 2

Nevada SPCA Adoptions

Contact the Nevada SPCA

Phone: (702) 873-7722

Email: info@nevadaspca.org

WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2

End of Watch

Officer Justin Terry

Friday June 10th



WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov


PLEASE FOLLOW US
ON SOCIAL MEDIA AT:
@VictoriaDSeaman
@VictoriaSeaman



COUNCILMAN

CEDRIC CREAR
WARD 5

ccrear@lasvegasnevada.gov
702.229.5443



SUMMER SIZZLE
SHAQ COURTS

Shaq Courts
951 W. Lake Mead Blvd.

"Shoot the Lights Out"

June 16, 6-8 p.m.



City of Las Vegas Pop-Up Fun

Children's Memorial Park
6601 W. Gowan Road
9 a.m – 1 p.m.

June 17 and July 15


The Las Vegas City Council and
Councilman Cedric Crear
invite the community to a
Juneteenth
CELEBRATION
Saturday,
June 18 | 5-9 p.m.
The Expo at World Market Center 435 S. Grand Central Parkway
Festivities begin at 5 p.m.
Free entertainment, food trucks, vendors and more!
Event presented by
Rainbow Dreams Educational Foundation and Councilman Crear
WARD 5
COUNCILMAN | CEDRIC CREAR
TTY 7-1-1
702.229.5443 or www.lasvegasnevada.gov/ward5
21st ANNUAL LAS VEGAS JUNETEENTH
The Expo at World Market Center
June 18, 2022 | 5-9 p.m.
435 S. Grand Central Parkway
Free transportation from the Doolittle Community Center to World Market every ½ hour beginning at 4 p.m.
Event Presented by
Rainbow Dreams Educational Foundation



COMPUTER BASICS FOR SENIORS

Strong Future Technology Training Center

TUES., July 5, 2022

June is

LGBTQI+

(Lesbian, gay, bisexual, transgender, queer and intersex)

Pride Month!

Join in the Celebration



WARD 5 NEWSLETTER

Email
Tanya Jackson-Renter
tjackson@lasvegasnevada.gov
or call
Office: 702-229-5443



S T A Y C O N N E C T E D

With Councilman Cedric Crear
On Social Media

Twitter: @cedriccrear
Instagram: Councilman Crear
Facebook: Councilman Cedric Crear

Ward 4 Announcements



Thursday, June 16
6 – 8 pm
Clark Street
in front of City Hall

June 15th is national....

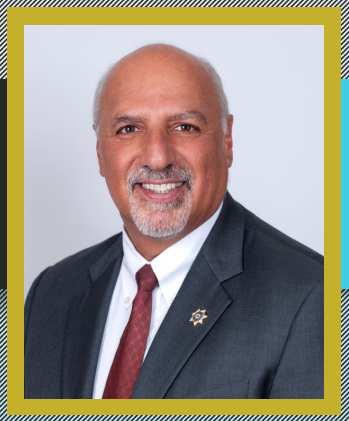
Beer Day Britain





Nature Photography Day

How to Stay Informed



Sign up for Ward 4 email newsletter:

Lasvegasnevada.gov/newsletters

or by texting:

LV Ward4 to 468311

Follow us on Facebook:

Facebook.com/CouncilmanStavrosAnthony

Ward 4 Council Office:

702-229-2524

lasvegasnevada.gov


Independence Day Celebration!
City of Las Vegas's largest firework show!
When: Monday, July 4th 6pm-9pm
Where: Floyd Lamb Park
(9200 Tule Springs Rd)

LOCATED

Sent: 2022-05-26 @ 14:56 Case: LLV220500085371 Author: JH/NCS

NIC #
Last Name EDWARDS
First Name OSEAN
Nickname
Alias
Age 13
Gender MALE
Height 5'5
Weight 110
Eyes BROWN
Hair BLACK
Complexion
Race AFRICAN AMERICAN
BirthDate
Last Contact 05/21/2022
Marks



OSEAN EDWARDS was last seen [illegible]05/21[illegible]22 at approximately 1430 hours near the 1500 block of Chartered Circle Las Vegas, Nevad

All hospitals are asked to che[illegible]heir registries for the missing person and notify the police immediately. It should be noted that HIPAA per[illegible]sclosure upon request by law enforcement and is authorized pursuant to 45 C.F.R. section 164.512.

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2022-06-14 @ 12:13 Case: LLV220500026459 Author: JH/NCS

NIC #

Last Name LAGASCA

First Name ALIANNA

Nickname

Alias

Age 15

Gender FEMALE

Height 5'5

Weight 110

Eyes BROWN

Hair BROWN

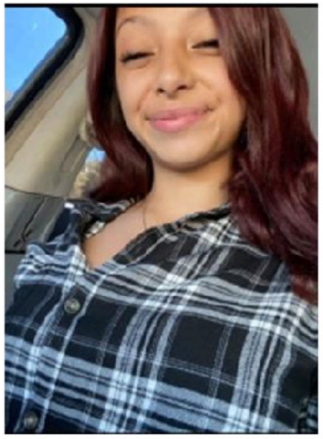
Complexion

Race HISPANIC

BirthDate

Last Contact 05/21/2022

Marks



CHILD WAS LAST SEEN IN THE AREA OF PARADISE RD & E EDISON CIR (LAS VEGAS,NV)

SHE WAS LAST SEEN WEARING JEANS & A BLACK 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

MISSING JUVENILE

Sent: 2022-06-13 @ 10:49 Case: LLV220300107128 Author: JH/NCS

NIC #	
Last Name	KRUSE
First Name	SARAH
Nickname	
Alias	
Age	16
Gender	FEMALE
Height	5'4
Weight	200
Eyes	BLUE
Hair	BLONDE/BROWN
Complexion	
Race	
BirthDate	
Last Contact	
Marks	



SARAH KRUSE was last seen on 03/25/2022 at approximately 2230 hours near the 7500 block of CORAL RIVER DRIVE Las Vegas, Nevada 89131.

All hospitals are asked to check their registries for the missing person and notify the police immediately. It should be noted that HIPAA permits disclosure upon request by law enforcement and is authorized pursuant to 45 C.F.R. section 164.512.

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009


Homeless
Success
Stories


CITY OF LAS VEGAS
NEVADA
STRAT
CITY OF
Las Vegas
Councilwoman Olivia Díaz
WARD 3



WARD 3

Congratulations Alexa Del Real!



WARD 3

SHIFT FUN FAMILY EVENT

June 4th







WARD 3

HUNTRIDGE CIRCLE PARK

COMMUNITY MEETING

WEDNESDAY

JUNE 15,

6 P.M.

MESQUITE CLUB

702 E. St Louis Ave.

Please join the city of Las Vegas for a discussion about the future of Huntridge Circle Park.

For more information



WARD 3


The Las Vegas City Council,
Councilwoman Olivia Díaz,
and Silver Summit Health Plan invite you to
CITY OF LAS VEGAS NEVADA
Summer Splash
FREE
CELEBRATE THE START OF SUMMER WITH FREE POOL PARTIES AT OUR COMMUNITY POOLS.
Friday, June 17 | 6-8 p.m.
Carlos L. Martinez and
Darrio J. Hall Family Pool | 889 N. Pecos Road
Saturday, June 25 | 2-4 p.m.
Baker Pool | 1020 E. St. Louis Ave.
Snacks while supplies last.
Music | Fun for all ages
For more information call 702.229.5428
silversummit healthplan

STAY IN TOUCH WITH ME

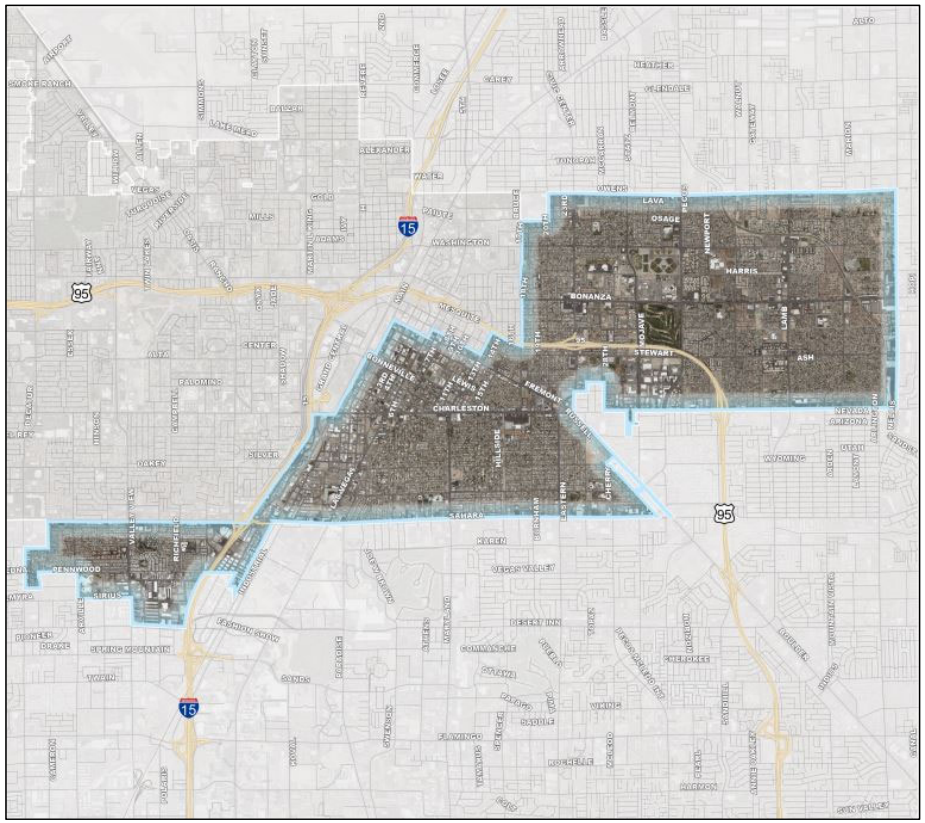
@oliviadiazlv

@oliviadiazlv

@oliviadiazlv

Subscribe to newsletter by texting "LV ward3" to 468-311

Office: (702) 229-2359
Email: ward3@lasvegasnevada.gov





Councilwoman Olivia Díaz
WARD 3

Las Vegas City Councilman Brian Knudsen - Ward 1 Events

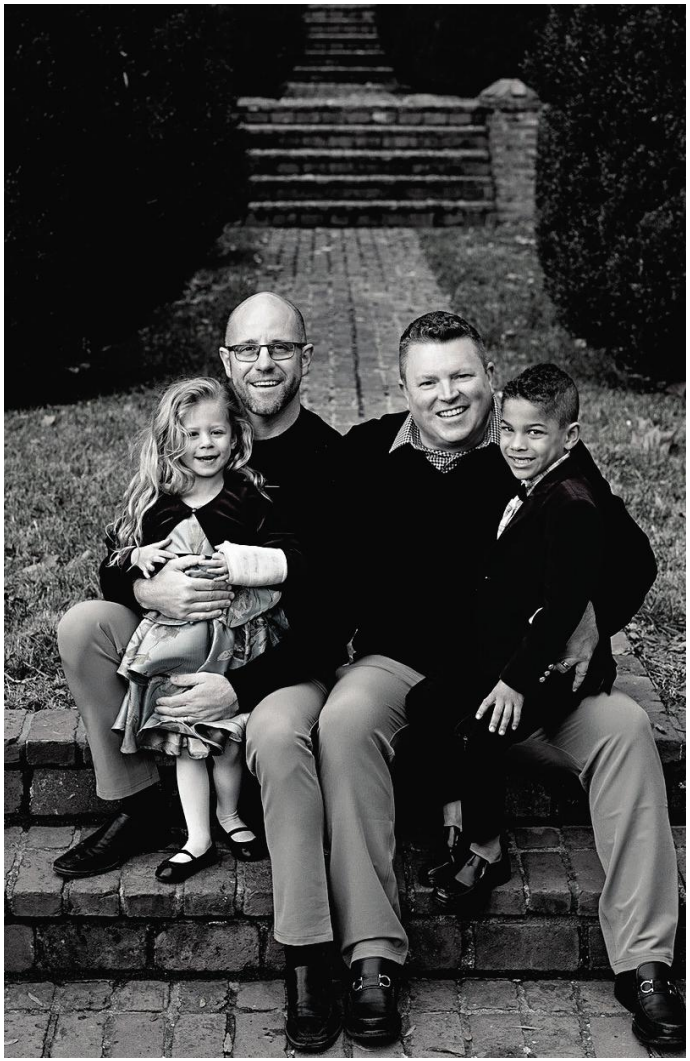
June Brews with Brian

Join us for our monthly Brews with Brian.
Saturday June 25, 9AM-10AM

@The Bagel Cafe
301 N Buffalo Drive, Las Vegas, NV 89145

Please RSVP to:
ward1@lasvegasnevada.gov!
Or call 702-229-2299





WARD 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

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Call: 702-493-1547

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