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 Scott Adams
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.

August 5, 2020
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

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

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

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

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

These proceedings are being video recorded as well as presented live on KCLV, Cable Channel 2, and are Closed Captioned for our hearing impaired viewers, made possible through underwriting from The Howard

Hughes Corporation, developers of Summerlin. Please note customers of CenturyLink and Cox Communications can view this program in High Definition on Channel 1002 and in Standard Definition on Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

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

CEREMONIAL MATTERS

1. Call to Order
2. Announcement Regarding: Compliance with Open Meeting Law
3. Invocation - Reverend Charlotte Parker, Community Spiritual Center
4. Pledge of Allegiance

BUSINESS ITEMS - 9 A.M. SESSION
PUBLIC COMMENT

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

BUSINESS ITEMS - 9 A.M. Session

6. For Possible Action - Any items from the 9 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.
7. For possible action to approve the Final Minutes by reference of the July 8, 2020 Regular City Council Meeting
8. Discussion for possible action regarding annual review of City Manager Scott D. Adams
9. Discussion for possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: To be trailed to follow the Closed Session)

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 and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Supplemental in the amount of $229,092 to support the City of Las Vegas Emergency Management Program - All Wards
11. For possible action to approve the ratification and approval of an interlocal agreement between the City of Las Vegas and Clark County for the use of Cashman Center, located at 850 Las Vegas Boulevard, through December 31, 2020 as a testing location for COVID-19 due to the pandemic emergency ($250,000 - CARES Act Special Revenue Fund) - Ward 5 (Crear)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

12. For possible action to approve award of Bid No. 20.75537-JL, Strong Start Academy @ Wardelle, located at 2950 East Bonanza Road, to the lowest responsive and responsible bidder, and the construction conflicts and contingency reserve - Department of Public Works - Award recommended to: MONUMENT CONSTRUCTION ($7,622,459.76 - Various Funds) - Ward 3 (Diaz)

13. For possible action to approve award of Bid No. 19.71033-JH Moccasin Road Clark County Regional Flood Control District Facility (CCRFCD) Flood Control Facility - Moccasin Road to Clark County Regional Flood Control District Facility LVUP 1076/1077, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: WILLIAM CHARLES, INC. ($16,989,000 - Road and Flood Capital Project Fund) - Ward 6 (Fiore) and County

14. For possible action to approve award of Modification No. 1 to Contract No. 200116-JL, Historic Westside Revitalization Consultant, in the Historic Westside Area - Office of Community Services - Award recommended to: CENTRO INC ($49,500 - General Fund) - Ward 5 (Crear)

OPERATIONS AND MAINTENANCE - CONSENT

15. For possible action to approve Las Vegas Valley Water District (LVVWD) Non-Exclusive Easements from the City of Las Vegas to service the Harris-Marion Park Project located at 4755 Harris Avenue, APN 140-29-801-001 - Ward 3 (Diaz)

16. For possible action to approve a Grant of Easement to Nevada Power Company, d/b/a NV Energy, to provide services to the Corridor of Hope Project located at 314 Foremaster Lane, APN 139-27-504-004 - Ward 5 (Crear)

17. For possible action to approve a Grant of Easement for Underground Electrical Service and an Access to Equipment Easement Agreement between the City of Las Vegas and Nevada Power Company, d/b/a NV Energy, to provide services to the Corridor of Hope Project located at 310 Foremaster Lane, APN 139-27-504-014 - Ward 5 (Crear)

18. For possible action to approve the First Amendment to Interlocal Agreement for the Lease of Space between the City of Las Vegas and Las Vegas Redevelopment Agency (RDA) for the property located at 833 North Las Vegas Boulevard, commonly known as the former Las Vegas Library - Ward 5 (Crear) [NOTE: This item is related to RDA Item 5]

PUBLIC WORKS - CONSENT

19. For possible action to approve Interlocal Contract LAS05L20 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for design of the Meadows - Charleston Storm Drain, Essex to Lindell Project ($817,308 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

20. For possible action to approve an interlocal agreement between the City of Las Vegas and the Clark County School District (CCSD) for the construction and maintenance of improvements within CCSD's property for Segment C of the future 215 Beltway Trail - Centennial to Decatur Project, APN 126-24-701-021 - Ward 6 (Fiore)

21. For possible action to approve Third Supplemental Interlocal Contract LAS23E13 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to June 30, 2021 and reduce project funding for engineering design of the Centennial Parkway Channel West - CC215, Pioneer Way to US95 Project - Ward 6 (Fiore)

22. For possible action to approve Interlocal Contract CLV MWP FY 2020-21 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) for the Annual Maintenance Work Program for Fiscal Year 2021 to maintain CCRFCD's facilities within the CLV ($3,200,000 - Road and Flood Capital Project Fund [CPF]) - All Wards

23. For possible action to approve Fourth Supplemental Interlocal Contract LAS23F14 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date from June 30, 2020 to June 30, 2021 and reduce project funding for engineering design of the Centennial Parkway Channel West - CC215, Pioneer Way to US95 Project - Ward 6 (Fiore)

24. For possible action to approve staff to acquire right-of-way, easements and other property rights for the Harris Avenue - Bruce to Wardelle Project, multiple APNs ($120,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 3 (Diaz)

25. For possible action to approve an interlocal agreement between the City of Las Vegas (CLV) and Clark County (County) to provide the adjustment of two (2) sewer siphon vaults located near the Las Vegas Wash and Sloan Lane as part of the Sandhill-Owens Relief Sewer Project - Ward 3 (Diaz)

26. For possible action to approve Interlocal Contract LAS05M20 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for design of the Meadows Detention Basin Upgrade ($154,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

27. For possible action to approve Interlocal Contract LAS19E20 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for design of the Owens Avenue System - Vegas Storm Drain, Shadow Mountain Place to Jones Boulevard ($347,952 - Road and Flood Capital Project Fund [CPF]) - Ward 5 (Crear)

28. For possible action to approve First Supplemental Interlocal Contract LAS31B18 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to increase funding for the Las Vegas Wash (LVW) - Moccasin, Skye Canyon Park to Upper LVW Project ($2,602,475 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

YOUTH DEVELOPMENT AND SOCIAL INNOVATION - CONSENT

29. For possible action to approve a CARES Act Grant Award in the amount of $284,180.68 from the Las Vegas Urban League to the City of Las Vegas (City) for reimbursement of costs associated with the City providing free full day childcare under the Employee Youth Care Program during the Coronavirus pandemic - All Wards

RESOLUTIONS - CONSENT

30. R-34-2020 - For possible action to approve a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Special Improvement Districts 607, 609, 610, 808, 809, 810, 812, 813 and in certain other districts and providing other matters properly relating thereto - Wards 2, 4 and 6 (Seaman, Anthony and Fiore)

31. R-35-2020 - For possible action to approve a Resolution concerning a proposed Special Improvement District and approving the form of an Improvements Reimbursement Agreement between the City and Northland, LLC - Ward 6 (Fiore)

32. R-36-2020 - For possible action to approve a Resolution approving the form of a Development and Financing Agreement between the City and the owner of all assessable property in a proposed Special Improvement District (SID No. 611, Sunstone Phase I and II) - Ward 6 (Fiore)

DISCUSSION/ACTION ITEMS

RESOLUTIONS - DISCUSSION

33. R-37-2020 - Discussion for possible action regarding a Resolution adopting a temporary trade-in/exchange program for certain alcoholic beverage licenses - All Wards

BOARDS AND COMMISSIONS - DISCUSSION

34. Discussion for possible action regarding the ratification of Councilman Cedric Crear as an appointed member of the Nevada League of Cities representing the City of Las Vegas

35. Discussion for possible action regarding the appointment of nominee Rhonda Long to the Historic Preservation Commission

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

36. Bill No. 2020-21 - For possible action - Amends various provisions of the Unified Development Code to establish the circumstances under which on-premise signs with off-premise messaging are permitted in connection with certain non-restricted gaming establishments, commercial recreation/amusement establishments (indoor or outdoor), and convention facilities. Proposed by: Scott D. Adams, City Manager

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

37. Bill No. 2020-22 - Amends LVMC 19.08.050 and 19.08.060 to update and consolidate standards pertaining to the P-O (Professional Office) and O (Office) Zoning Districts, and repeals LVMC 19.12.090 as part of that consolidation. Sponsored by: Councilwoman Olivia Diaz

38. Bill No. 2020-23 - Repeals and replaces LVMC 6.50.352, relating to art gallery alcohol beverage permits, to establish a complimentary alcoholic beverage permit category for additional specified types of businesses, including related requirements and limitations. Sponsored by: Councilman Brian Knudsen

CLOSED SESSION

39. Closed Session - Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the City Auditor's Annual Performance Review

PLANNING

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

PLANNING - CONSENT

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

40. EOT-78774 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: RANCHO VILLAGE PARTNERS, LLC - For possible action on a request for the first Extension of Time of an approved Site Development Plan Review (SDR-73295) FOR A PROPOSED 738-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 33.47 acres on the west side of Rancho Drive, 230 feet north of Smoke Ranch Road (APN 139-18-410-012), R-3 (Medium Density Residential) Zone, Ward 5 (Crear) [PRJ-78773]. Staff recommends APPROVAL.

REPORTS AND PRESENTATIONS

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

42. Report from Scott D. Adams, City Manager, and discussion for possible action regarding the City Council's new strategic priorities for the City of Las Vegas - All Wards

SET DATE

43. 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

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

COUNCIL MEMBER RECOGNITION

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

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE STATE OF NEVADA EXECUTIVE DEPARTMENT
DECLARATION OF EMERGENCY DIRECTIVE 006
The City of Las Vegas website – www.lasvegasnevada.gov
and
The Nevada Public Notice Website – notice.nv.gov

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Charlotte Parker, Community Spiritual Center

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
5

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
6

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the July 8, 2020 Regular City Council Meeting

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
8

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Discussion for possible action regarding annual review of City Manager Scott D. Adams

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Yearly performance review of the City Manager Scott D. Adams

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
1. Notice of Meeting - Annual Performance Review, Scott D. Adams
2. Submitted at Meeting - PowerPoint Presentation

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro Tem

MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

SCOTT D. ADAMS
City Manager

OFFICE OF THE
CITY CLERK

LUANN 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

July 22, 2020

Mr. Scott Adams
City Manager
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Manager's Annual Performance Review

Dear Mr. Adams:

In connection with your performance evaluation, and under the requirements of NRS 241.031, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, August 5, 2020. The meeting will begin at 9 AM in the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are encouraged to attend. The Council may consider the following general topics: Your performance as City Manager, your job description, your job duties, and matters properly related thereto. You are invited to attend the session, have an attorney or other representative of your choosing present, present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

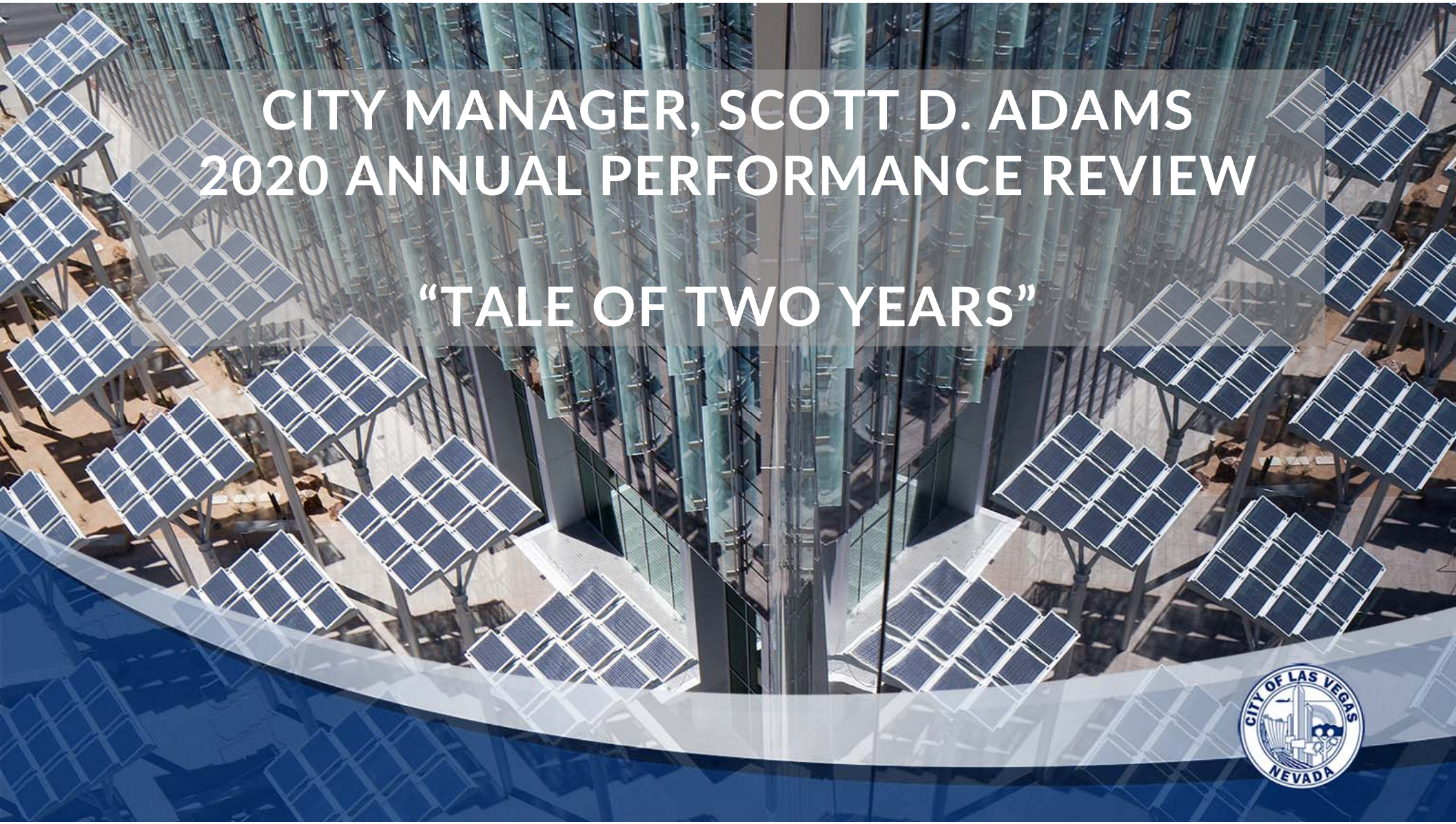
LuAnn D. Holmes

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn D. Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Scott D. Adams at 495 S. Main Street, City Hall, on this 22nd day of July, 2020.

LuAnn D. Holmes

LuAnn D. Holmes, City Clerk



Submitted at City Council
Date: 8/5/2020 Item: 8
Submitted by: Staff

Overview

- Citywide Strategic Plan & Accomplishments
- Other Major Accomplishments
- City Council Strategic Workshop – 02/26/20
- Downtown Construction
- COVID-19 Response & Recovery
- Awards and Recognition

City Council Approved Priorities

Public Safety	• Become the safest, high-profile city in America
Iconic Las Vegas	• Create iconic spaces for residents, visitors and businesses
Workforce Development	• Prepare the city's workforce for the future
Smart City	• Become the city of choice to develop smart city applications
At-Risk Populations	• Develop strategic partnerships to address critical issues among at-risk populations
Neighborhood Preservation	• Maintain the highest quality of life

Citywide Strategic Plan Accomplishments

Public Safety

- Expanded cost recovery through Medicaid reimbursement, which has enabled further expansion of Fire Services and addresses other community needs
- Significant commitment made, dedicating 71% of the city budget to improve public safety
- Third phase of a three-phase expansion of city Marshals completed
- Construction remains on schedule for the Municipal Courthouse

Iconic Vegas

- Epicenter planned to transform Cashman with a centerpiece being Major League Soccer or United Soccer League
- Project Enchilada under construction
- Expo Center at World Market Center construction complete – Opening Late Summer 2020
- Two new parking garages open
- Construction started on two major housing projects at Symphony Park with new high-rise tower plan
- Three hotels under construction in Downtown
- Construction completed for Fremont Street Experience Canopy Upgrade

Citywide Strategic Plan Accomplishments

Workforce Development

- Strong Start Academy Pre-K expanded
- Launched Vegas Strong Summer Academies
- Connect Home Program expanded to Las Vegas Connected
- Plans for workforce development and training center continue
- Developed citywide internal and departmental employee development training plans

Smart City

- Opened two International Innovation Centers in downtown
- Successful testing on autonomous vehicles
- Increased public-private partnerships to further develop smart city technology
- Received recognition as one of the top seven smart cities in America in smart city development
- Enhanced customer services through online permitting for all development processes
- Established the Citizens Band Radio Service network in the Medical District and Historic Westside

Citywide Strategic Plan Accomplishments

At-Risk Populations

- Construction continues for permanent Courtyard
- AB73 working group to address homeless
- Increase MORE Homeless Outreach Teams
- Executed encampment clean-ups
- Implemented Ordinances addressing right-of-way management
- Secured $4.9 M in HUD CARES Act Funding
- Two Federally Qualified Health Centers (FQHC) in development
- Approved Courtyard Financing

Neighborhood Preservation

- Completed Reconstruction of 25 Downtown Blocks – 6th Street Project, 3rd Street Paseo and Coolidge Project
- Opened several new parks in underserved areas
- Continuation and expansion of Perimeter Wall program
- Continuation of WLV HUNDRED Plan development
- Use of smart technology to enhance neighborhood safety
- Initiated the Master Development Community planning of the Upper Las Vegas Wash
- Adoption of the Downtown Civic Space and Trails Plan

Other Major Accomplishments

- Implemented a program that guides all employees for emergency management preparedness (Thematic Goal)
- Completion of Form-Based Rezoning for Fremont East District and expanded zoning in the Medical District
- Reached agreement with two largest Collective Bargaining units
- Held Joint City/County Meeting

City Council Strategic Workshop – 02/26/20

Top 3 Strategic Priorities of the City Council 3-5 years:

1. Public Safety
2. Healthcare
3. Diversify Economy

Downtown Construction Projects

Symphony Park Residential



Las Vegas Medical District/UNLV School of Medicine



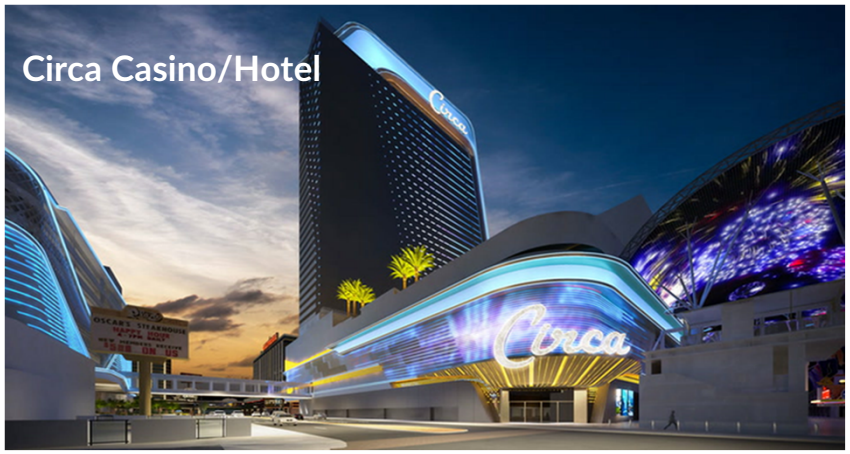
Arts District Residential and Hotel



Fremont East Entertainment District (Project Enchilada)

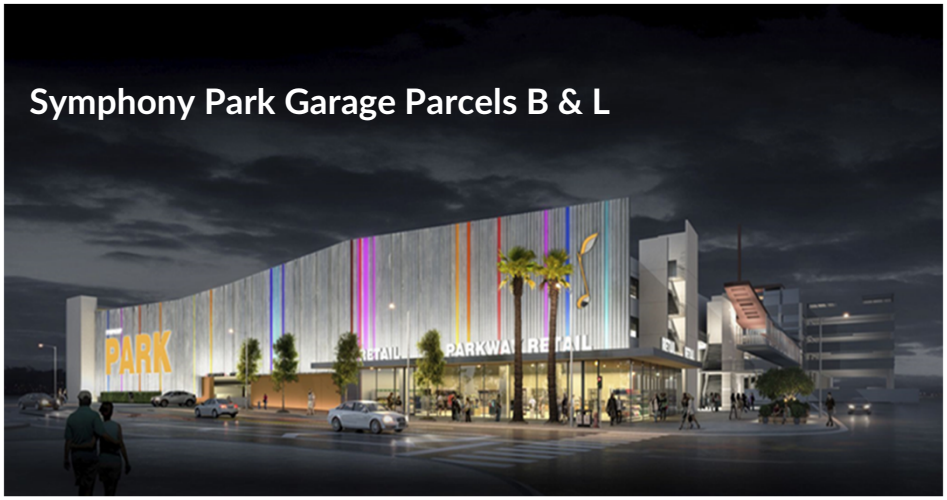


Downtown Construction Projects









Downtown Construction Projects

LV Blvd. Project



Civic Plaza



Courtyard



COVID-19 Response & Recovery

- Activated Emergency Operations Center
- Established ISO-Q Complex for Homeless Patients
- Implemented testing and health screenings for homeless patients
- Implemented CARE Call Center
- Healthy Parks Program
- PPE Distribution
- Developed Citywide Reopening Plans to allow for safe work environment
- Employee Youth Care Program

COVID-19 Response & Recovery

- $119M CARES Act Funding
- Balanced Budget for FY21 – major actions taken in response to the pandemic
- Launched Business Preparedness Grant Program
- Established Outdoor Dining Program
- Established Alcohol Delivery with Meal Permits
- Implemented Business Compliance Ambassador Program
- Launched Remote Inspection App
- Residential Assistance Program
- Catholic Charities Dining Pavilion

Awards and Recognition

- Awarded $109M for reconstruction of *Las Vegas Blvd. to Sahara to Stewart* project - the largest roadway construction project in history of Public Works
- Received the “Platinum 20” National Association of Clean Water Agencies Peak Performance Award
- Received National Gold Post Award in Social Media Customer Service
- Recipient of a National League of Cities designation as a City of Opportunity
- Awarded the 2020 Cashman Good Government Award for our Strong Start GO! Mobile Pre-K Academy program
- Nevada Recreation and Park Society (NRPS) Program Excellence Award Winner
- Achieved American Heart Association Mission Lifeline Platinum Award for second year in a row
- Received a 100/100 score on the Human Rights Campaign Foundation's Municipal Equality Index for the 6th year

Questions???



AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
9

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Discussion for possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: To be trailed to follow the Closed Session)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Yearly performance review of City Auditor Radford K. Snelding

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
1. Notice of Closed Personnel Session

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro Tem

MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

SCOTT D. ADAMS
City Manager

OFFICE OF THE
CITY CLERK

LUANN HOLMES
CITY CLERK

July 22, 2020

Mr. Radford K. Snelding
City Auditor
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Auditor's Annual Performance Review

Dear Mr. Snelding:

In connection with your annual performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, August 5, 2020. The meeting will begin at 9 AM in the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are encouraged to attend. The Council may go into closed session to consider the following general topics: Your performance as City Auditor, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn D. Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Radford K. Snelding at 495 S. Main Street, City Hall, on this 22nd day of July, 2020.

LuAnn D. Holmes, City Clerk

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
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cityoflasvegas
lasvegasnevada.gov

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
10

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Supplemental in the amount of $229,092 to support the City of Las Vegas Emergency Management Program - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $229,092 in reimbursement funds to the City of Las Vegas in support of the Emergency Management Program. This funding enables the City of Las Vegas to recover Office of Emergency Management personnel, equipment, training and travel expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. FY20 EMPG Supplemental Grant Award Letter ($229,092) - Performance period January 27, 2020 through January 26, 2022



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City of Las Vegas
FFY 2020 EMPG COVID Supplemental
USD$ 229,092.00

Subrecipient 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: FFY 2020 Emergency Management Performance Grant Supplemental (EMPG-S)

FAIN Number: EMF-2020-EP-00017-S01

UEI (formally known as DEM DUNS): 607025848

Subrecipient Duns: 030381610

Subrecipient Grant Funds: $229,092

Subrecipient Required Match: $229,092

ALN (formally CFDA) Project #97042.20S

Project Title: FFY 2020 Emergency Management Performance Grant Supplemental (EMPG-S)

Subrecipient Award Period: 01/27/2020 – 01/26/2022

Federal Award Period to DEM: 01/27/2020 – 01/26/2022

Federal Award Amount to DEM: $1,306,974

This award in the amount of $229,092 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Department of Public Safety, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget, Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the Subrecipient, I, Carolyn Levering, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO);
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Department of Public Safety, Division of Emergency Management Grant Assurances;
- Nevada Department of Public Safety, Division of Emergency Management, Grant Management Guide.

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

Federal Articles

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

Article II - DHS Specific Acknowledgements and Assurances Subrecipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

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

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

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

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

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

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

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

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

Article VIII - Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7. Article IX - Civil Rights Act of 1968

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

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

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

Article XII - Drug-Free Workplace Regulations
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

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

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

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

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

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

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

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

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide

meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

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

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

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

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

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

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

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

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

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

Article XXX - Terrorist Financing

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

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

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

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

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

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

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

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

State Articles

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

a. To designate the authorized representative with the authority to bind the governing body;
b. To provide all matching funds required for the Project;
c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the Subrecipient; and
d. Grant funds shall not be used to supplant expenditures controlled by the
Subrecipient or its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or

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

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

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

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

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

Article VII - Construction Projects
For construction projects, the Subrecipient will:

a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
b. Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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

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

Article X - Reporting Subawards and Executive Compensation
The Subrecipient understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. The Subrecipient will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

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

plans to the DEM.

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

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

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

a. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the Subrecipient to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. The Subrecipient shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

Special Notice:

FFY 2020 Supplemental EMPG work plan must be pre-approved by FEMA. FEMA will not approve work plans until July 31, 2020. Sub Recipients will be notified in writing that they may start spending grant funds.

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

Signatures

Name and Title of Appointing Official

City of Las Vegas	**Nevada Department of Public Safety, Division of Emergency Management & Homeland Security**
Signature appears on next page.	Signature appears on next page.

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IN WITNESS WHEREOF, the parties hereto have caused this FFY 2020 Emergency Management Performance Grant Supplement (EMPG-S) 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

7/8/2020

Deputy City Attorney Date

Nevada Department of Public Safety, Division of Emergency Management & Homeland Security

By: _____ Date
Its: _____

Council Action: _____, 2020 – Item #____

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
11

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the ratification and approval of an interlocal agreement between the City of Las Vegas and Clark County for the use of Cashman Center, located at 850 Las Vegas Boulevard, through December 31, 2020 as a testing location for COVID-19 due to the pandemic emergency ($250,000 - CARES Act Special Revenue Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $250,000
Funding Source: CARES Act Special Revenue Fund
Dept./Division: City Manager's Office/Office of Emergency Management

PURPOSE/BACKGROUND:
The interlocal agreement between the City of Las Vegas and Clark County, NV will facilitate the use of Cashman Center for the purpose of conducting COVID-19 testing. Operating costs for the Center are estimated at $50,000 per month, for a total of $250,000 for 5 months. Funds for these costs are provided in the previously received CARES allocation and may be eligible for reimbursement from Federal Emergency Management Agency (FEMA) Public Assistance grant funds. This enables the southern Nevada region to expand testing capacity in a fixed, safe and climate-controlled environment through December 31, 2020.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement for the Use of Cashman Center

INTERLOCAL AGREEMENT FOR THE USE OF CASHMAN CENTER

THIS INTERLOCAL AGREEMENT FOR THE USE OF CASHMAN CENTER ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), and the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY"). City and County are sometimes collectively referred to herein as the "Parties".

RECITALS

WHEREAS, City is the owner of that certain real property with an address of 850 Las Vegas Blvd N, Las Vegas, Nevada 89101, Assessor's Parcel Numbers 139-26-301-004 and 139-27-709-001, generally located at the southwest corner of North Las Vegas Boulevard and East Washington Avenue and commonly known as Cashman Center (collectively, the "Property").

WHEREAS, the County desires to have access and occupy a certain portion of the Property (the "Premises" as further defined herein) for County Use (the "County Use" as further defined herein) in response to the Coronavirus Disease 2019 pandemic ("COVID-19") for the promotion and protection of the health, comfort, safety, life, welfare and property of the inhabitants of the County and City.

WHEREAS, NRS 277.180 authorizes 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 contract is authorized by law to perform.

NOW, THEREFORE, in accordance with NRS 277.180, the Parties mutually agree as follows:

1. Premises. City hereby allows County to occupy and use a portion of the first floor meeting space, upstairs restrooms and Hall A of the Property's building improvements (the "Premises"), as depicted on Exhibit "A" attached hereto and incorporated herein by reference, for the purposes of operating the County Use along with the non-exclusive right in common with City, other tenants, subtenants, and invitees, to use of the Property's parking areas for pedestrian/vehicle parking, ingress and egress. County shall not use the parking areas or the ingress and egress area of the Property in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the Property. Subject to that as reasonably agreed between the Parties, County shall be exclusively responsible for, and provide the necessary temporary signage, barricades, stanchions, and personnel for the proper, orderly, and safe parking of vehicles and individuals entering, queuing, and exiting the Property, and specifically the Premises. All personnel provided by the County for this purpose shall be clearly identified (e.g. uniformed, badges, or other distinctive apparel or markings). In addition to that as provided by the County, City may, but shall not have the obligation to monitor, control, or direct traffic related to the County Use (or otherwise) at the Property.

2. Term. This Agreement commences upon execution by both Parties (the "Commencement Date") and shall continue until **December 31, 2020** (the "Expiration Date") unless sooner terminated. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon giving ten (10) days written notice to the other party. On the effective Expiration Date, County shall terminate all County Use and take all actions to mitigate expenses and vacate the Premises.

3. Designated Representative. Upon execution of this Agreement, each party's representative signing below shall provide written notification to the other party of the designated representative to administer this Agreement and to act as a single point of contact on behalf of each party (each, a "Designated Representative"). Either party may change the Designated Representative at any time by providing written notice to the other party's Designated Representative.

4. County Use. County may use the Premises to provide COVID-19 testing to the public in its reasonable discretion, and if the circumstances allow, for COVID-19 vaccinations to the public (the "County Use") and for no other purpose. County agrees to cooperate with health officials to ensure that all services are provided in compliance with all applicable health and regulatory requirements. Save and except for limited situations wherein an individual has ADA or mobility impairments and it is necessary for the County to test that individual inside their vehicle, County Use shall only be performed inside the Premises and not outside or in the parking areas. No 'drive-up' or 'drive-thru' testing shall be allowed at the Property. The Designated Representative of each party shall coordinate the County's access and occupancy of the Premises, including the buildings and other improvements. The County will be solely in control of and responsible for all events and activities arising from or related to the County Use.

5. Times of Operation. The County will have access and use of the Premises from 6:00am - 6:00pm (PST), Tuesday through Saturday (the "Testing Times"), unless otherwise agreed to by the Parties in writing. In the event that County requests or requires access to the Property or Premises outside of the Testing Times set forth above, County will provide written notice to City. Upon each days' completion of County Use, and during the weekends, to the extent that County leaves any equipment, supplies, materials, furniture (e.g. tables, chairs, etc.), or anything else at the Property or Premises, the County shall at all times provide reasonable and customary on-site security personnel to guard against theft, vandalism, or other loss. County understands and agrees that should there be a Las Vegas Lights FC or other soccer match/event, that County's ability to utilize the Property parking lots on those days may be restricted or prohibited by the City.

6. Costs. The Premises is provided to County "as is" and at no cost. The County shall be responsible for all costs and expenses to use the Premises for the County Use, including by way of example: cleaning and disinfecting the Premises on regular intervals every day, procurement and providing of all test collection kits, testing and lab processing, infrastructure for appointment scheduling, staffing, pipe and drape for dividers, tables and chairs, stantions, security, janitorial services, and traffic control. The Designated Representative of each party shall coordinate access to the Premises and other improvement on the Property. The City will be responsible for utility costs (excluding internet) related to the use of the Premises.

If it is reasonably foreseeable that the Parties will be required to:
(a) Expend more than $25,000 to carry out this Agreement, the Agreement must be ratified by appropriate official action of the governing body of each party to the Agreement as a condition precedent to its entry into force; and
(b) Expend $25,000 or less to carry out this Agreement, each party shall maintain written documentation of the terms of the Agreement for at least 3 years after the date on which the Agreement was entered into.

7. Restoration. The County agrees to use the Premises for which do not materially damage the Premises. County Use shall be in a lawful, careful, safe, and proper manner, and County shall carefully preserve, protect, control and guard the Premises from damage, at County's sole expense. County shall, on the Expiration Date or, if earlier terminated upon such termination, surrender possession of the Premises without further notice to quit, in as good condition as reasonable use will permit. Upon completion of the County Use, the County and/or it contractors will be responsible for site clean-up and disinfection, site damage, and restoration of the Premises to its original condition (should any damage occur) at the County's sole cost and expense ("Restoration Work").

The City shall notify the County within fifteen (15) business days if the Restoration Work, if any, is unacceptable to the City. In the event the City fails to do so within said fifteen (15) business day period, the City shall be deemed to have approved the Restoration Work. If the City reasonably objects to any portion of the Restoration Work, within the said fifteen (15) business day period, then the County shall

have fifteen (15) business days to cure such defects after receipt of the City's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, the County shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

8. Hold Harmless. Subject to the limitation of law, and to the extent allowed by law, 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, and agents committed in the performance of this Agreement. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

9. Insurance. The County agrees to procure and maintain general liability insurance, or self-insure pursuant to Nevada Law, in the minimum amount of $1,000,000 per occurrence; $2,000,000 in the aggregate covering any injury or damage to person or Property resulting from the use and occupancy of the Property/Premises. The City, its elected officials, officers and employees shall be named as an additional insured party, by endorsement, under said insurance coverage. Notwithstanding the preceding, pursuant to the State of Nevada Declaration of Emergency Directive 011, all providers of medical services related to COVID-19 that are performing services for emergency management subject to the order or control of and at the request of State Government shall be afforded the immunities and protections set forth in NRS 414.110.

10. Advertising and Publication of Testing. County may use the Property's name and address as reasonably necessary in the advertising and publication of the County Use. County shall not otherwise use City or the Property's intellectual property (e.g. logos, designs, trademarks, etc.) in correlation with the County Use unless approved in writing by City.

11. Hazardous Waste. The County shall not allow Hazardous Waste (waste that is dangerous or potentially harmful to health or the environment) or other trash to remain upon the Property or Premises except for that as reasonably necessary for, and during the times of active testing. Hazardous Waste and trash shall at all times be properly secured and handled in compliance with applicable laws.

12. No Representations. City makes no representations or warranties about the condition of the Premises or any other parts of the Property, and County accepts the same AS IS, WHERE IS, WITH ALL FAULTS.

13. Compliance with Laws/Permits. The County shall, in all activities undertaken pursuant to this Agreement, comply and cause its officers, employees, agents, volunteers, and invitees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the generality of the foregoing, the County, at its sole cost and expense, shall obtain any and all permits that may be required by any law, regulation, or ordinance for any activities the County desires to conduct or have conducted pursuant to this Agreement.

14. Continuing Liability. The expiration or termination of this Agreement shall not release the County from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the expiration or termination of this Agreement and restoration of the Property, if any, to its prior condition.

15. Dispute Resolution. In the event of a dispute arising under this Agreement, the parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes which cannot be informally resolved shall be litigated rather than submitted to arbitration. 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.

16. Assignment. County may not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of City.

17. Independent Entities. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of matters pursuant to this Agreement, each party is and shall be separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole 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 party whatsoever with respect to the indebtedness, liabilities and obligations of the other party or any other person.

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

19. Headings. The headings to the various sections of this Agreement are solely for the convenience of the Parties hereto and shall have no effect on the interpretation or the enforcement hereof.

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

21. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and County. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

22. 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.

23. Notice. 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:

To COUNTY:

Clark County
Attn: Fire Chief John Steinbeck
500 So. Grand Central Parkway
Las Vegas, Nevada 89155
Email: John.Steinbeck@ClarkCountyNV.gov

To CITY:

City of Las Vegas
Attn: Real Estate Administrator
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
Email: tboyce@LasVegasNevada.gov

24. Official, Agent and Employees of the City Not Personally Liable. 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 therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

25. Conflict of Interest (City Officials).

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

(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 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.

26. Public Records. Each party 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). Each Party'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.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

INTERLOCAL AGREEMENT FOR THE USE OF CASHMAN CENTER

Signature Page (continued)

IN WITNESS WHEREOF the Parties hereto through their duly authorized representative, have caused this Agreement to be executed as of the last date below written.

CITY OF LAS VEGAS

By: _____

Printed Name: Scott D. Adams

Title: City Manager

Date: 7/23/20

ATTEST:

_____

LUANN D. HOLMES, MMC Date
City Clerk

Approved as to Form:

Dimitri P. Dalacas
Deputy City Attorney

By: _____ 7/23/2020
Deputy City Attorney Date

COUNTY OF CLARK

By: _____

Printed Name: Yolanda T. King

Title: County Manager

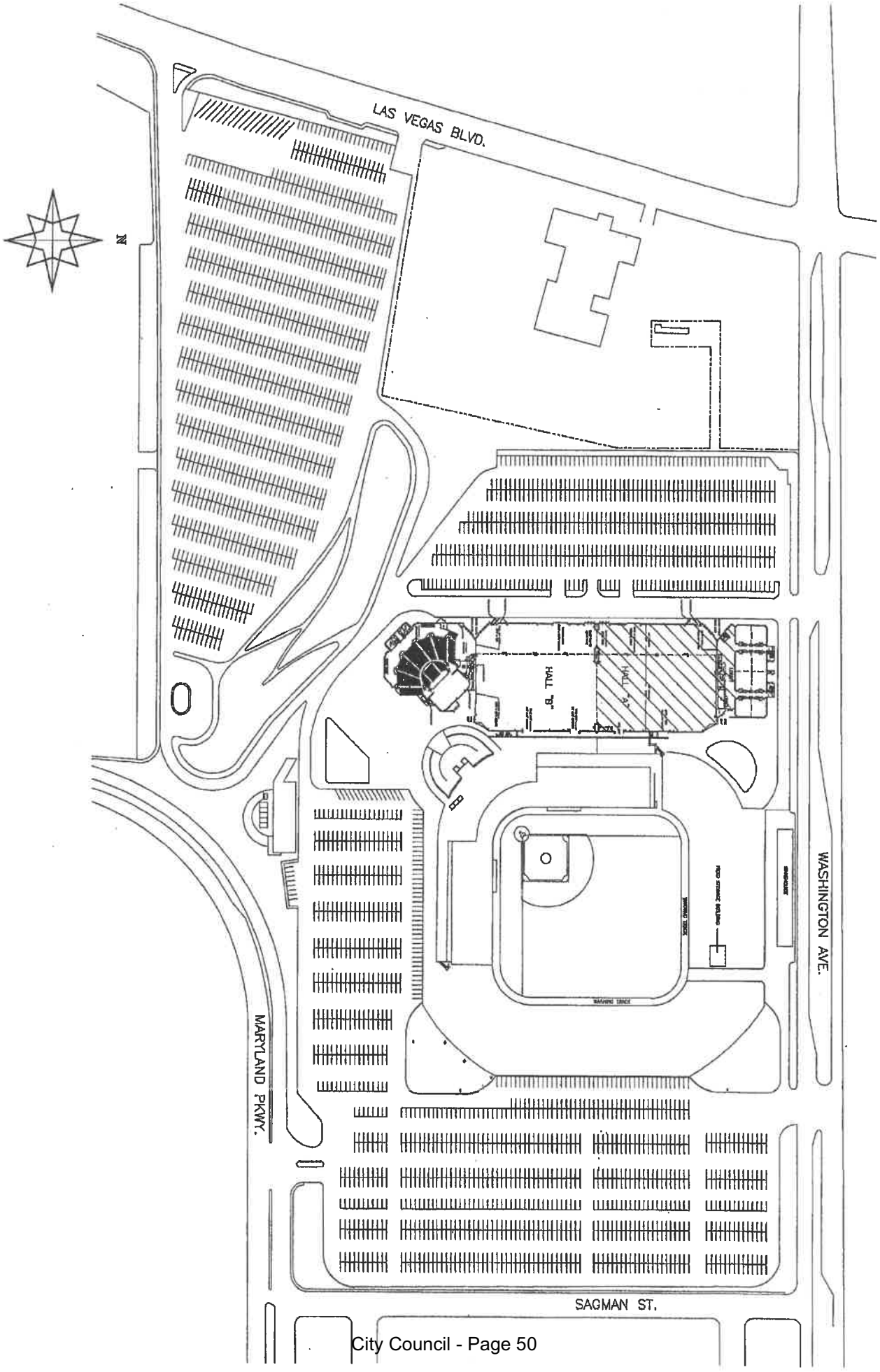
Date: 7/24/2020

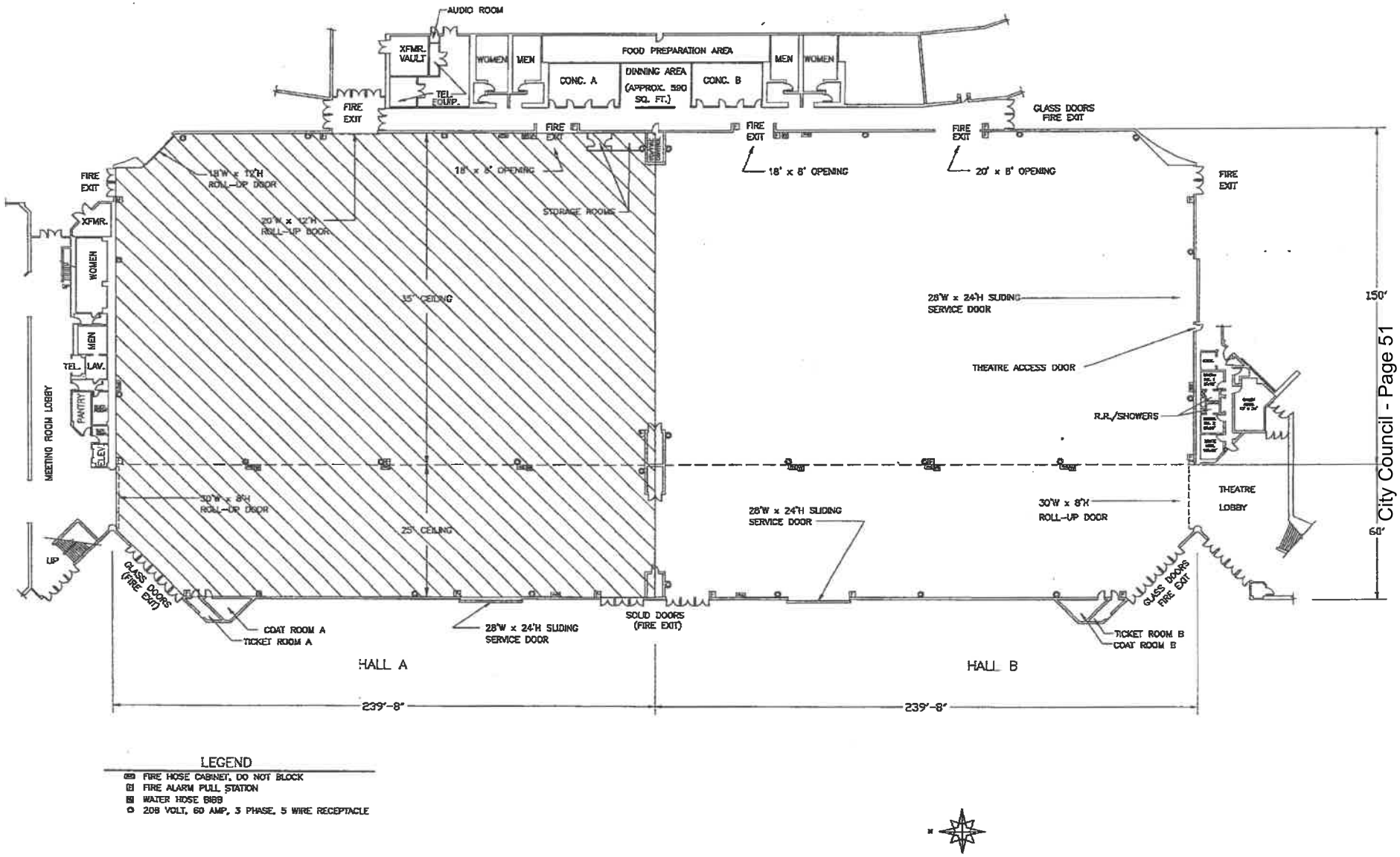
Approved as to Form:

By: _____ 7/24/2020
Deputy District Attorney Date
Carolyn Campbell

EXHIBIT "A"

Site Plan/Depiction of Premises

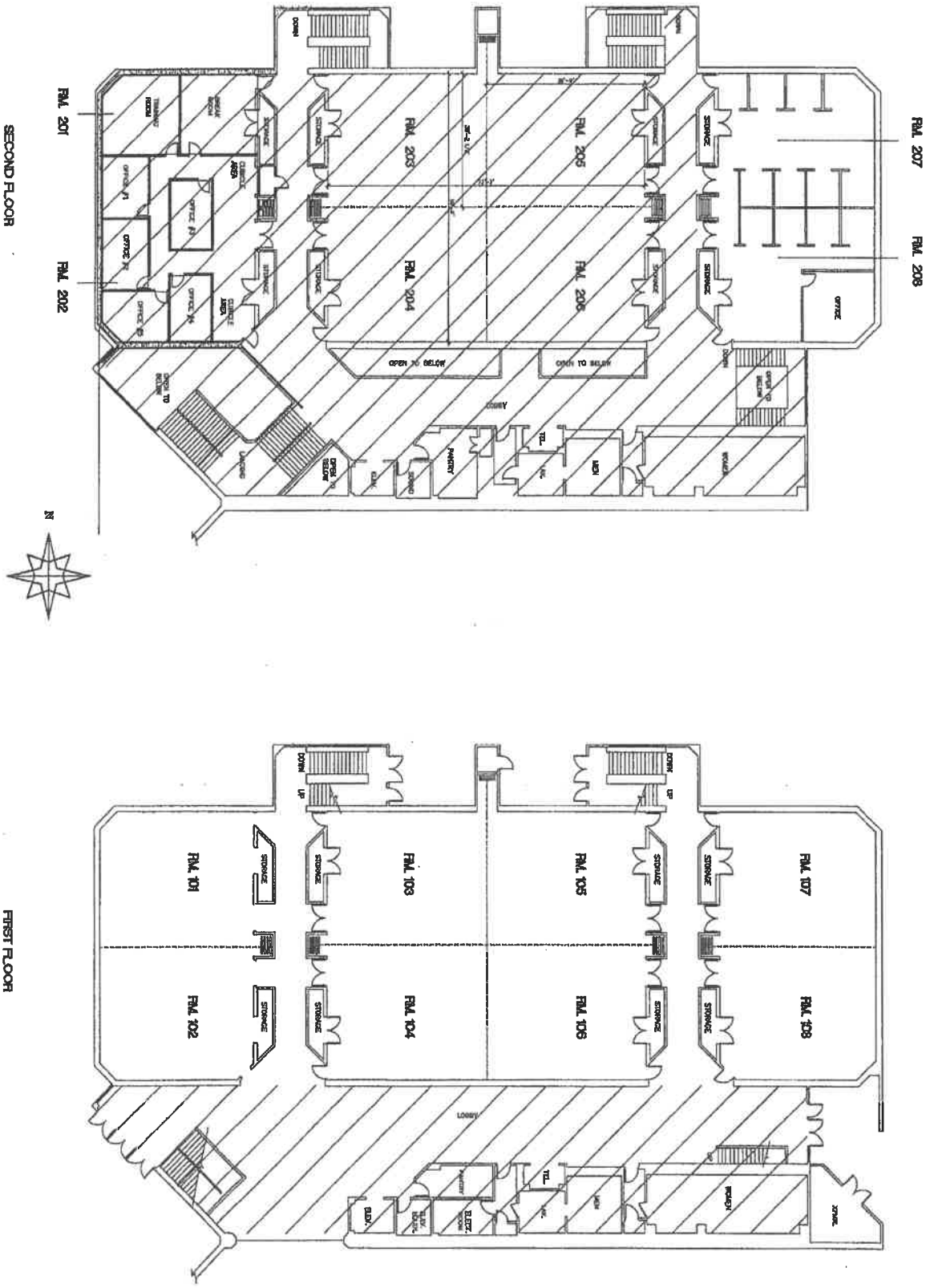

LAS VEGAS BLVD.
N
HALL "B"
HALL "A"
WASHINGTON AVE.
MARYLAND PKWY.
SAGMAN ST.



LEGEND

- FIRE HOSE CABINET, DO NOT BLOCK
- FIRE ALARM PULL STATION
- WATER HOSE BIBB
- 208 VOLT, 60 AMP, 3 PHASE, 5 WIRE RECEPTACLE

City Council - Page 51


SECOND FLOOR
RM. 201
RM. 202
RM. 203
RM. 204
RM. 205
RM. 206
RM. 207
RM. 208
OPEN TO BELOW
OPEN TO BELOW
LOBBY
STORAGE
OFFICE
N
FIRST FLOOR
RM. 101
RM. 102
RM. 103
RM. 104
RM. 105
RM. 106
RM. 107
RM. 108
STORAGE
LOBBY
ELEC.
TEL.
MEN
WOMEN

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
12

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

SUBJECT:
For possible action to approve award of Bid No. 20.75537-JL, Strong Start Academy @ Wardelle, located at 2950 East Bonanza Road, to the lowest responsive and responsible bidder, and the construction conflicts and contingency reserve - Department of Public Works - Award recommended to: MONUMENT CONSTRUCTION ($7,622,459.76 - Various Funds) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $7,622,459.76
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project is to develop a vacant lot into a newly constructed 18,450 sq. ft. one-story fully sprinkled Type V-B building and to include landscaping and site improvements. There will be two tenants. One tenant will occupy 14,800 sq. ft. to operate an early childhood learning center and daycare to accommodate up to 200 students. The other tenant will occupy 3,650 sq. ft. to operate a health care center. Monument Construction is located in Henderson, Nevada.

RECOMMENDATION:
Approve award as recommended and the construction conflicts & contingency reserve of $800,000, with signature authority granted to the Finance Director per R-20-2017.

BACKUP DOCUMENTATION:
1. Bid Abstract

BID ABSTRACT
20.75537-JL Strong Start Academy @ Wardelle
Bid Date: July 1, 2020

City of Las Vegas - Finance Department
Puchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

DESCRIPTION	Monument Construction	R&O Construction	B&H Construction
BASE BID: LUMP SUM AMOUNT for all Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract, EXCEPT for the work specifically described in the following Additive Alternate Bid Section.	$6,988,665.28	$7,205,062.00	$7,342,174.00
Additive Alternate 1: LUMP SUM Bid amount for: Build out the interior space of the Health Care Center Tenant Area (Base bid is to shell the space)	$557,466.22	$550,931.00	$601,479.00
Additive Alternate 2: LUMP SUM Bid amount for: Cooling Tower.	$76,328.26	$151,690.00	$148,806.00
Total Base Bid Amount + Additive Alternate 1	**$7,546,131.50**	**$7,755,993.00**	**$7,943,653.00**
Total Base Bid Amount + Additive Alternates 1 & 2	**$7,622,459.76**	**$7,907,683.00**	**$8,092,459.00**
% Greater than Low Base Bid	**N/A (Federal Funding)**		
Bidder's Preference Received	**N/A (Federal Funding)**		
Responsive Bidder	**Yes**		
Responsible Bidder	**Yes**		
Department Evaluation Complete	**Yes**		
Award of Base Bid & Add Alts 1 & 2 Recommended	**Yes**		
Authorized Award Amount	**$7,622,459.76**		
Base Bid Estimate: $8,204,000			

BID ABSTRACT
20.75537-JL Strong Start Academy @ Wardelle
Bid Date: July 1, 2020

City of Las Vegas - Finance Department
Puchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

DESCRIPTION	Cobblestone Construction (Benchmark Contracting Inc.)	Rafael Construction, Inc	Shaw-Lundquist Associates, Inc.	Roche Constructors, Inc.
BASE BID: LUMP SUM AMOUNT for all Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract, EXCEPT for the work specifically described in the following Additive Alternate Bid Section.	$7,615,658.00	$7,717,000.00	$9,012,013.00	$9,287,700.00
Additive Alternate 1: LUMP SUM Bid amount for: Build out the interior space of the Health Care Center Tenant Area (Base bid is to shell the space)	$624,804.00	$630,415.00	$649,066.00	$696,500.00
Additive Alternate 2: LUMP SUM Bid amount for: Cooling Tower.	$231,607.00	$151,298.00	$104,052.00	$141,000.00
Total Base Bid Amount + Additive Alternate1	**$8,240,462.00**	**$8,347,415.00**	**$9,661,079.00**	**$9,984,200.00**
Total Base Bid Amount + Additive Alternates 1 & 2	**$8,472,069.00**	**$8,498,713.00**	**$9,765,131.00**	**$10,125,200.00**

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve award of Bid No. 19.71033-JH Moccasin Road Clark County Regional Flood Control District Facility (CCRFCD) Flood Control Facility - Moccasin Road to Clark County Regional Flood Control District Facility LVUP 1076/1077, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: WILLIAM CHARLES, INC. ($16,989,000 - Road and Flood Capital Project Fund) - Ward 6 (Fiore) and County

FISCAL IMPACT:
Budget Funds Available
Amount: $16,989,000
Funding Source: Road & Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project will include construction of a 16 foot x 9 foot reinforced concrete box (RCB) culvert in and adjacent to Moccasin Road; concrete open channel; energy dissipation structure, riprap, manholes, drop inlets, storm drain pipe, removal and replacement of existing roadway, sidewalk, bus turnout, waterline relocations, utility abandonment, pipe sleeves for future sanitary sewer, pavement striping, traffic controls, and other incidental items and appurtenances as necessary to complete the work. William Charles, Inc. is located in North Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Bid Abstract

BID ABSTRACT
19.71033-JH Moccasin Rd CCRFCD Flood Control Facility -
Moccasin Rd to CCRFCD Facility LVUP 1076/1077
Bid Date: 5/27/2020

				William Charles, Inc.		Target Construction, Inc.		TAB Contractors, Inc.	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	105.01 CONTRACTOR QUALITY CONTROL	1	LS	$243,450.00	$243,450.00	$530,000.00	$530,000.00	$360,000.00	$360,000.00
2	109.01 CONSTRUCTION CONFLICTS AND CONTINGENCY ALLOWANCE	1	ALLOWANCE	$1,310,000.00	$1,310,000.00	$1,310,000.00	$1,310,000.00	$1,310,000.00	$1,310,000.00
3	109.02 OWNER INITIATED TIME EXTENSION ALLOWANCE	30	DAY	$500.00	$15,000.00	$500.00	$15,000.00	$500.00	$15,000.00
4	109.03 OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	30	DAY	$250.00	$7,500.00	$1,687.00	$50,610.00	$750.00	$22,500.00
5	200.01 MOBILIZATION AND DEMOBILIZATION	1	LS	$575,510.40	$575,510.40	$56,261.00	$56,261.00	$490,000.00	$490,000.00
6	202.01 REMOVE CONCRETE FILLED MEDIAN AND CURB	1372	SF	$2.75	$3,773.00	$8.00	$10,976.00	$4.50	$6,174.00
7	202.02 REMOVE BARRIER RAIL	1	LS	$1,328.00	$1,328.00	$4,308.00	$4,308.00	$3,000.00	$3,000.00
8	202.03 REMOVE 10'W x 5'H RCB	984	LF	$85.40	$84,033.60	$65.00	$63,960.00	$55.00	$54,120.00
9	202.04 REMOVE STORM DRAIN MANHOLE	3	EA	$739.00	$2,217.00	$1,364.00	$4,092.00	$1,500.00	$4,500.00
10	202.05 REMOVE 30" RCP STORM DRAIN	6	LF	$27.60	$165.60	$156.00	$936.00	$120.00	$720.00
11	202.06 REMOVE RETAINING WALL	125	LF	$25.10	$3,137.50	$22.00	$2,750.00	$20.00	$2,500.00
12	202.07 REMOVE "ROLL" TYPE CURB	236	LF	$8.05	$1,899.80	$8.00	$1,888.00	$10.00	$2,360.00
13	202.08 REMOVE STORM DRAIN DROP INLET	2	EA	$1,122.00	$2,244.00	$2,792.00	$5,584.00	$2,200.00	$4,400.00
14	202.09 REMOVE HEADWALL	6	EA	$1,156.00	$6,936.00	$2,790.00	$16,740.00	$2,800.00	$16,800.00
15	202.10 REMOVE "L" TYPE CURB	73	LF	$10.00	$730.00	$13.00	$949.00	$12.00	$876.00
16	202.11 REMOVE CONCRETE SIDEWALK	669	SF	$2.45	$1,639.05	$4.00	$2,676.00	$5.00	$3,345.00
17	202.12 REMOVE FENCE AND GATES	3773	LF	$5.00	$18,865.00	$5.00	$18,865.00	$5.00	$18,865.00
18	202.13 REMOVE RIPRAP	8713	SY	$2.20	$19,168.60	$9.00	$78,417.00	$12.00	$104,556.00
19	202.14 REMOVE TREE	2	EA	$794.00	$1,588.00	$365.00	$730.00	$650.00	$1,300.00
20	202.15 REMOVE CONCRETE BUS TURNOUT	125	SF	$6.15	$768.75	$19.00	$2,375.00	$5.00	$625.00
21	202.16 REMOVE SANITARY SEWER MANHOLE	1	EA	$1,832.00	$1,832.00	$2,548.00	$2,548.00	$2,000.00	$2,000.00
22	202.17 REMOVE 18" SANITARY SEWER PIPE	72	LF	$21.40	$1,540.80	$33.00	$2,376.00	$15.00	$1,080.00
23	202.18 REMOVE 6" PVC WATERLINE	43	LF	$20.50	$881.50	$55.00	$2,365.00	$15.00	$645.00

BID ABSTRACT
19.71033-JH Moccasin Rd CCRFCD Flood Control Facility -
Moccasin Rd to CCRFCD Facility LVUP 1076/1077
Bid Date: 5/27/2020

				William Charles, Inc.		Target Construction, Inc.		TAB Contractors, Inc.	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
24	202.19 REMOVE 24" PVC WATERLINE	184	LF	$22.20	$4,084.80	$26.00	$4,784.00	$20.00	$3,680.00
25	202.20 REMOVE CONCRETE FLUME	6641	SF	$2.90	$19,258.90	$2.00	$13,282.00	$3.00	$19,923.00
26	202.21 REMOVE 8" DIP WATERLINE	187	LF	$20.60	$3,852.20	$26.00	$4,862.00	$15.00	$2,805.00
27	202.22 REMOVE CONCRETE CUTOFF WALL ("SD" 11+10)	1	LS	$1,222.00	$1,222.00	$2,050.00	$2,050.00	$1,000.00	$1,000.00
28	202.23 REMOVE CONCRETE CUTOFF WALL ("SD" 12+25)	1	LS	$884.50	$884.50	$2,050.00	$2,050.00	$1,000.00	$1,000.00
29	206.01 LAND TREATMENT (UNDISTURBED)	3334	CY	$5.20	$17,336.80	$8.00	$26,672.00	$20.00	$66,680.00
30	206.02 LAND TREATMENT (DISTURBED)	1534	CY	$1.55	$2,377.70	$10.00	$15,340.00	$10.00	$15,340.00
31	212.01 36" BOX TREE	2	EA	$2,000.00	$4,000.00	$2,980.00	$5,960.00	$2,200.00	$4,400.00
32	212.02 ROCK MULCH	14316	SY	$4.65	$66,569.40	$2.50	$35,790.00	$10.00	$143,160.00
33	212.03 3/4-INCH ROCK MULCH	2238	SY	$4.65	$10,406.70	$7.00	$15,666.00	$15.00	$33,570.00
34	212.04 RESORE LANDSCAPING	1	LS	$20,090.00	$20,090.00	$16,090.00	$16,090.00	$22,000.00	$22,000.00
35	302.01 TYPE II AGGREGATE BASE	1746	CY	$30.60	$53,427.60	$26.00	$45,396.00	$40.00	$69,840.00
36	402.01 PLANTMIX BITUMINOUS SURFACE (3-INCH)	545	SY	$37.00	$20,165.00	$47.00	$25,615.00	$42.00	$22,890.00
37	402.02 PLANTMIX BITUMINOUS SURFACE (5.5-INCH)	3750	SY	$27.40	$102,750.00	$31.00	$116,250.00	$32.00	$120,000.00
38	502.01 10'W x 5'H REINFORCED CONCRETE BOX	17	LF	$6,408.00	$108,936.00	$4,325.00	$73,525.00	$6,000.00	$102,000.00
39	502.02 16'W x 9'H REINFORCED CONCRETE BOX	7158	LF	$1,603.00	$11,474,274.00	$1,763.00	$12,619,554.00	$1,698.00	$12,154,284.00
40	502.03 JUNCTION STRUCTURE "SD" 84+25 TO "SD" 84+45	1	LS	$124,950.00	$124,950.00	$126,825.00	$126,825.00	$125,000.00	$125,000.00
41	502.04 35'W CONCRETE CHANNEL "SD" 12+00 TO "SD" 12+56	1	LS	$240,700.00	$240,700.00	$241,492.00	$241,492.00	$215,000.00	$215,000.00
42	502.05 CONCRETE CHANNEL WITH ACCESS "SD" 12+56 TO "SD" 13+20	1	LS	$319,150.00	$319,150.00	$315,715.00	$315,715.00	$296,000.00	$296,000.00
43	502.06 CONCRETE CHANNEL TRANSITION "SD" 13+20 TO "SD" 14+00	1	LS	$340,500.00	$340,500.00	$318,035.00	$318,035.00	$300,000.00	$300,000.00
44	502.07 CONCRETE ACCESS RAMP "SD" 13+20 TO "SD" 15+01	1	LS	$265,700.00	$265,700.00	$248,683.00	$248,683.00	$226,000.00	$226,000.00
45	502.08 CONCRETE HEADWALL (16'W x 9'H RCB)	1	LS	$10,125.00	$10,125.00	$16,765.00	$16,765.00	$10,000.00	$10,000.00
46	502.09 CONCRETE WINGWALLS "SD" 11+94 TO "SD" 12+00	1	LS	$14,880.00	$14,880.00	$11,558.00	$11,558.00	$9,800.00	$9,800.00

BID ABSTRACT
19.71033-JH Moccasin Rd CCRFCD Flood Control Facility -
Moccasin Rd to CCRFCD Facility LVUP 1076/1077
Bid Date: 5/27/2020

				William Charles, Inc.		Target Construction, Inc.		TAB Contractors, Inc.	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
47	502.10 CONCRETE CUTOFF WALL	101	LF	$190.50	$19,240.50	$179.00	$18,079.00	$152.00	$15,352.00
48	502.11 CONCRETE ACCESS ROAD	947	SF	$10.10	$9,564.70	$10.00	$9,470.00	$15.00	$14,205.00
49	502.12 PRECAST CONCRETE BARRIER RAIL	180	LF	$53.90	$9,702.00	$23.00	$4,140.00	$100.00	$18,000.00
50	603.01 18-INCH REINFORCED CONCRETE PIPE (CLASS III)	16	LF	$694.00	$11,104.00	$131.00	$2,096.00	$240.00	$3,840.00
51	603.02 18-INCH REINFORCED CONCRETE PIPE (CLASS V)	130	LF	$305.50	$39,715.00	$159.00	$20,670.00	$400.00	$52,000.00
52	603.03 24-INCH REINFORCED CONCRETE PIPE (CLASS V)	32	LF	$524.50	$16,784.00	$174.00	$5,568.00	$600.00	$19,200.00
53	603.04 30-INCH REINFORCED CONCRETE PIPE (CLASS III)	8	LF	$543.00	$4,344.00	$254.00	$2,032.00	$530.00	$4,240.00
54	603.05 72-INCH REINFORCED CONCRETE PIPE (CLASS V)	40	LF	$2,764.00	$110,560.00	$766.00	$30,640.00	$1,150.00	$46,000.00
55	609.01 48-INCH RCB ACCESS MANHOLE	9	EA	$3,627.00	$32,643.00	$2,892.00	$26,028.00	$3,600.00	$32,400.00
56	609.02 60-INCH RCB ACCESS MANHOLE	12	EA	$6,266.00	$75,192.00	$5,425.00	$65,100.00	$6,600.00	$79,200.00
57	609.03 MODIFIED TYPE "DM2" STORM DRAIN DROP INLET	1	EA	$15,480.00	$15,480.00	$17,389.00	$17,389.00	$19,500.00	$19,500.00
58	609.04 NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	3	EA	$7,200.00	$21,600.00	$9,641.00	$28,923.00	$10,000.00	$30,000.00
59	609.05 STORM DRAIN PIPE PLUG	10	EA	$282.00	$2,820.00	$618.00	$6,180.00	$1,500.00	$15,000.00
60	609.06 TYPE "CM" DROP INLET	1	EA	$18,980.00	$18,980.00	$18,770.00	$18,770.00	$22,000.00	$22,000.00
61	610.01 PARTIALLY GROUTED RIPRAP D50=12"	966	CY	$121.50	$117,369.00	$115.00	$111,090.00	$130.00	$125,580.00
62	613.01 "L" TYPE CURB AND GUTTER	73	LF	$43.20	$3,153.60	$82.00	$5,986.00	$45.00	$3,285.00
63	613.02 "ROLL" TYPE CURB AND GUTTER	236	LF	$44.50	$10,502.00	$59.00	$13,924.00	$45.00	$10,620.00
64	613.03 "ROLL" TYPE CURB TO "L" TYPE CURB TRANSITION	20	LF	$44.50	$890.00	$142.00	$2,840.00	$50.00	$1,000.00
65	613.04 CONCRETE SIDEWALK	669	SF	$8.00	$5,352.00	$10.00	$6,690.00	$10.00	$6,690.00
66	613.05 BUS TURNOUT	125	SF	$12.40	$1,550.00	$33.00	$4,125.00	$25.00	$3,125.00
67	613.06 CONCRETE FLUME	1833	SF	$34.40	$63,055.20	$40.00	$73,320.00	$40.00	$73,320.00
68	613.07 MEDIAN CURB	180	LF	$36.40	$6,552.00	$43.00	$7,740.00	$40.00	$7,200.00
69	613.08 MEDIAN CONCRETE PAVING	1047	SF	$8.00	$8,376.00	$9.00	$9,423.00	$12.00	$12,564.00

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19.71033-JH Moccasin Rd CCRFCD Flood Control Facility -
Moccasin Rd to CCRFCD Facility LVUP 1076/1077
Bid Date: 5/27/2020

				William Charles, Inc.		Target Construction, Inc.		TAB Contractors, Inc.	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
70	616.01 6-FT CHAIN LINK FENCE WITH GROUNDING	407	LF	$57.30	$23,321.10	$28.00	$11,396.00	$45.00	$18,315.00
71	616.02 12-FT WIDE CHAIN LINK GATE WITH GROUNDING	3	EA	$1,675.00	$5,025.00	$1,463.00	$4,389.00	$1,800.00	$5,400.00
72	616.03 POST AND CABLE FENCE (3-STRAND) WITH GROUNDING	645	LF	$40.00	$25,800.00	$46.00	$29,670.00	$62.00	$39,990.00
73	616.04 HOG-WIRE FENCE WITH GROUNDING	4975	LF	$10.00	$49,750.00	$10.00	$49,750.00	$28.00	$139,300.00
74	616.05 12-FOOT WIDE GATE WITH GROUNDING	5	EA	$1,580.00	$7,900.00	$1,575.00	$7,875.00	$2,000.00	$10,000.00
75	622.01 CONSTRUCTION SURVEYING	1	LS	$50,195.00	$50,195.00	$56,095.00	$56,095.00	$90,000.00	$90,000.00
76	624.01 TRAFFIC CONTROL AND MAINTENANCE	1	LS	$19,590.00	$19,590.00	$84,392.00	$84,392.00	$270,000.00	$270,000.00
77	627.01 REMOVE AND RESET SIGN	1	EA	$201.00	$201.00	$600.00	$600.00	$180.00	$180.00
78	627.02 REMOVE AND RESET TYPE IIIA BARRICADES	1	LS	$602.50	$602.50	$673.00	$673.00	$400.00	$400.00
79	628.01 8-INCH SOLID WHITE (PMF-TYPE 2)	146	LF	$3.60	$525.60	$4.00	$584.00	$5.00	$730.00
80	628.02 8-INCH SOLID YELLOW (PMF-TYPE 2)	365	LF	$3.60	$1,314.00	$4.00	$1,460.00	$5.00	$1,825.00
81	628.03 24-INCH SOLID WHITE (PMF-TYPE 2)	29	LF	$11.10	$321.90	$12.00	$348.00	$15.00	$435.00
82	628.04 24-INCH SOLID YELLOW (PMF-TYPE 2)	332	LF	$11.10	$3,685.20	$12.00	$3,984.00	$15.00	$4,980.00
83	628.05 SOLID YELLOW HATCH (PMF-TYPE 2)	74	SF	$5.50	$407.00	$6.00	$444.00	$8.00	$592.00
84	628.06 ARROW (PMF-TYPE 2)	1	EA	$85.40	$85.40	$95.00	$95.00	$200.00	$200.00
85	628.07 PERMANENT PAINT MEDIAN (YELLOW)	10	SF	$5.00	$50.00	$6.00	$60.00	$1.00	$10.00
86	628.08 K-71 MARKER POST (YELLOW)	1	EA	$251.00	$251.00	$280.00	$280.00	$400.00	$400.00
87	628.09 4-INCH SOLID WHITE LINE (PAINT)	208	SF	$3.30	$686.40	$4.00	$832.00	$1.00	$208.00
88	629.01 8-INCH DIP WATERLINE RELOCATION "SD" 14+30	1	LS	$35,860.00	$35,860.00	$18,986.00	$18,986.00	$52,000.00	$52,000.00
89	629.02 8-INCH DIP WATERLINE RELOCATION "SD" 18+00	1	LS	$11,050.00	$11,050.00	$7,623.00	$7,623.00	$25,000.00	$25,000.00
90	629.03 24-INCH DIP WATERLINE RELOCATION "SD" 30+50	1	LS	$74,590.00	$74,590.00	$64,531.00	$64,531.00	$92,000.00	$92,000.00
91	629.04 24-INCH DIP WATERLINE RELOCATION "SD" 37+80	1	LS	$22,765.00	$22,765.00	$22,739.00	$22,739.00	$40,000.00	$40,000.00
92	629.05 CAP WITH 2" BLOW-OFF ASSEMBLY	2	EA	$5,594.00	$11,188.00	$3,789.00	$7,578.00	$14,000.00	$28,000.00

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Moccasin Rd to CCRFCD Facility LVUP 1076/1077
Bid Date: 5/27/2020

				William Charles, Inc.		Target Construction, Inc.		TAB Contractors, Inc.	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
93	629.06 6-INCH PVC WATERLINE (C900) RELOCATION "SD" 31+24	1	LS	$8,961.00	$8,961.00	$8,584.00	$8,584.00	$20,000.00	$20,000.00
94	629.07 6-INCH PVC WATERLINE (C900) RELOCATION "SD" 37+84	1	LS	$2,418.00	$2,418.00	$8,028.00	$8,028.00	$16,000.00	$16,000.00
95	629.08 6-INCH GATE VALVE	2	EA	$2,539.00	$5,078.00	$1,998.00	$3,996.00	$11,500.00	$23,000.00
96	629.09 24-INCH GATE VALVE	1	EA	$82,275.00	$82,275.00	$38,210.00	$38,210.00	$48,000.00	$48,000.00
97	629.10 FIRE HYDRANT ASSEMBLY	1	EA	$3,507.00	$3,507.00	$7,571.00	$7,571.00	$5,000.00	$5,000.00
98	629.11 ADJUST VALVE TO FINISHED GRADE	3	EA	$481.50	$1,444.50	$1,221.00	$3,663.00	$900.00	$2,700.00
99	630.01 42" PVC PIPE (C900)	38	LF	$512.00	$19,456.00	$592.00	$22,496.00	$900.00	$34,200.00
100	630.02 48" SANITARY SEWER MANHOLE	1	EA	$13,485.00	$13,485.00	$11,207.00	$11,207.00	$10,000.00	$10,000.00
101	633.01 REFLECTIVE RAISED PAVEMENT MARKER	59	EA	$3.25	$191.75	$4.00	$236.00	$4.00	$236.00
102	633.02 NON-REFLECTIVE RAISED PAVEMENT MARKER	169	EA	$3.25	$549.25	$4.00	$676.00	$3.00	$507.00
103	633.03 BLUE REFLECTIVE RAISED FIRE HYDRANT ID PAVEMENT MARKER	2	EA	$10.10	$20.20	$11.00	$22.00	$6.00	$12.00
104	637.01 DUST CONTROL	1	LS	$253,600.00	$253,600.00	$33,939.00	$33,939.00	$216,000.00	$216,000.00
105	637.02 NPDES DISCHARGE PERMIT	1	LS	$12,555.00	$12,555.00	$1,122.00	$1,122.00	$30,000.00	$30,000.00
106	675.01 PLANT SALVAGE	1	LS	$25,300.00	$25,300.00	$28,367.00	$28,367.00	$22,000.00	$22,000.00
107	675.02 PALEONTOLOGICAL MONITORING	1	LS	$79,555.00	$79,555.00	$33,517.00	$33,517.00	$135,000.00	$135,000.00
108	675.03 MIGRATORY BIRDS AND BURROWING OWL SURVEY	1	LS	$1,062.00	$1,062.00	$33,657.00	$33,657.00	$35,000.00	$35,000.00
TOTAL BASE BID AMOUNT				**$16,989,000.00**		**$17,586,263.00**		**$18,421,679.00**	
% Greater than Lowest Responsive & Responsible Bidder						3.52%			
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: $ 14,385,330									

Las Vegas Paving Corporation		Contri Construction Company		Western States Contracting Inc.	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
$210,000.00	$210,000.00	$364,941.00	$364,941.00	$241,000.00	$241,000.00
$1,310,000.00	$1,310,000.00	$1,310,000.00	$1,310,000.00	$1,310,000.00	$1,310,000.00
$500.00	$15,000.00	$500.00	$15,000.00	$500.00	$15,000.00
$10.00	$300.00	$1,000.00	$30,000.00	$1,500.00	$45,000.00
$425,000.00	$425,000.00	$500,000.00	$500,000.00	$600,000.00	$600,000.00
$3.00	$4,116.00	$2.00	$2,744.00	$5.60	$7,683.20
$1,000.00	$1,000.00	$234.00	$234.00	$3,500.00	$3,500.00
$270.00	$265,680.00	$74.00	$72,816.00	$190.00	$186,960.00
$2,100.00	$6,300.00	$374.00	$1,122.00	$1,785.00	$5,355.00
$80.00	$480.00	$313.00	$1,878.00	$28.00	$168.00
$82.00	$10,250.00	$74.00	$9,250.00	$94.00	$11,750.00
$20.00	$4,720.00	$5.00	$1,180.00	$5.50	$1,298.00
$3,700.00	$7,400.00	$783.00	$1,566.00	$2,600.00	$5,200.00
$20,000.00	$120,000.00	$7,226.00	$43,356.00	$4,700.00	$28,200.00
$20.00	$1,460.00	$17.00	$1,241.00	$5.50	$401.50
$4.00	$2,676.00	$2.00	$1,338.00	$2.40	$1,605.60
$4.00	$15,092.00	$12.00	$45,276.00	$5.00	$18,865.00
$18.00	$156,834.00	$12.00	$104,556.00	$17.00	$148,121.00
$600.00	$1,200.00	$717.00	$1,434.00	$500.00	$1,000.00
$12.00	$1,500.00	$15.00	$1,875.00	$6.50	$812.50
$2,650.00	$2,650.00	$1,343.00	$1,343.00	$1,800.00	$1,800.00
$75.00	$5,400.00	$93.00	$6,696.00	$34.00	$2,448.00
$60.00	$2,580.00	$13.00	$559.00	$19.00	$817.00

Las Vegas Paving Corporation		Contri Construction Company		Western States Contracting Inc.	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
$83.00	$15,272.00	$27.00	$4,968.00	$38.00	$6,992.00
$9.00	$59,769.00	$1.00	$6,641.00	$2.40	$15,938.40
$66.00	$12,342.00	$4.00	$748.00	$19.00	$3,553.00
$13,000.00	$13,000.00	$1,465.00	$1,465.00	$2,950.00	$2,950.00
$7,000.00	$7,000.00	$696.00	$696.00	$2,300.00	$2,300.00
$9.00	$30,006.00	$6.00	$20,004.00	$5.50	$18,337.00
$4.00	$6,136.00	$15.00	$23,010.00	$5.50	$8,437.00
$2,100.00	$4,200.00	$2,174.00	$4,348.00	$3,200.00	$6,400.00
$6.00	$85,896.00	$4.00	$57,264.00	$6.50	$93,054.00
$7.00	$15,666.00	$7.00	$15,666.00	$6.50	$14,547.00
$16,000.00	$16,000.00	$16,577.00	$16,577.00	$18,000.00	$18,000.00
$95.00	$165,870.00	$113.00	$197,298.00	$31.00	$54,126.00
$18.00	$9,810.00	$44.00	$23,980.00	$20.40	$11,118.00
$27.00	$101,250.00	$30.00	$112,500.00	$31.20	$117,000.00
$1,950.00	$33,150.00	$1,724.00	$29,308.00	$5,000.00	$85,000.00
$1,766.00	$12,641,028.00	$1,886.00	$13,499,988.00	$2,080.00	$14,888,640.00
$126,000.00	$126,000.00	$121,255.00	$121,255.00	$47,000.00	$47,000.00
$240,000.00	$240,000.00	$234,923.00	$234,923.00	$229,000.00	$229,000.00
$324,000.00	$324,000.00	$328,181.00	$328,181.00	$359,000.00	$359,000.00
$330,000.00	$330,000.00	$331,869.00	$331,869.00	$308,000.00	$308,000.00
$265,000.00	$265,000.00	$296,308.00	$296,308.00	$251,000.00	$251,000.00
$18,000.00	$18,000.00	$10,535.00	$10,535.00	$18,800.00	$18,800.00
$13,000.00	$13,000.00	$6,768.00	$6,768.00	$39,000.00	$39,000.00

Las Vegas Paving Corporation		Contri Construction Company		Western States Contracting Inc.	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
$200.00	$20,200.00	$182.00	$18,382.00	$183.00	$18,483.00
$16.00	$15,152.00	$13.00	$12,311.00	$26.00	$24,622.00
$100.00	$18,000.00	$98.00	$17,640.00	$115.00	$20,700.00
$760.00	$12,160.00	$261.00	$4,176.00	$128.00	$2,048.00
$520.00	$67,600.00	$292.00	$37,960.00	$135.00	$17,550.00
$800.00	$25,600.00	$329.00	$10,528.00	$142.00	$4,544.00
$1,050.00	$8,400.00	$400.00	$3,200.00	$189.00	$1,512.00
$1,060.00	$42,400.00	$940.00	$37,600.00	$877.00	$35,080.00
$3,000.00	$27,000.00	$4,642.00	$41,778.00	$3,000.00	$27,000.00
$5,000.00	$60,000.00	$7,029.00	$84,348.00	$5,400.00	$64,800.00
$17,000.00	$17,000.00	$16,808.00	$16,808.00	$13,000.00	$13,000.00
$10,000.00	$30,000.00	$9,169.00	$27,507.00	$10,800.00	$32,400.00
$1,260.00	$12,600.00	$878.00	$8,780.00	$850.00	$8,500.00
$18,000.00	$18,000.00	$20,848.00	$20,848.00	$12,800.00	$12,800.00
$175.00	$169,050.00	$130.00	$125,580.00	$200.00	$193,200.00
$71.00	$5,183.00	$56.00	$4,088.00	$74.00	$5,402.00
$60.00	$14,160.00	$56.00	$13,216.00	$74.00	$17,464.00
$60.00	$1,200.00	$62.00	$1,240.00	$80.00	$1,600.00
$11.00	$7,359.00	$11.00	$7,359.00	$13.75	$9,198.75
$27.00	$3,375.00	$14.00	$1,750.00	$40.00	$5,000.00
$53.00	$97,149.00	$40.00	$73,320.00	$52.00	$95,316.00
$49.00	$8,820.00	$46.00	$8,280.00	$100.00	$18,000.00
$10.00	$10,470.00	$10.00	$10,470.00	$14.85	$15,547.95

Las Vegas Paving Corporation		Contri Construction Company		Western States Contracting Inc.	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
$52.00	$21,164.00	$53.00	$21,571.00	$30.00	$12,210.00
$1,800.00	$5,400.00	$1,825.00	$5,475.00	$1,550.00	$4,650.00
$41.00	$26,445.00	$42.00	$27,090.00	$48.50	$31,282.50
$10.00	$49,750.00	$9.00	$44,775.00	$11.00	$54,725.00
$1,660.00	$8,300.00	$1,700.00	$8,500.00	$1,700.00	$8,500.00
$37,000.00	$37,000.00	$60,438.00	$60,438.00	$47,000.00	$47,000.00
$70,000.00	$70,000.00	$183,861.00	$183,861.00	$85,000.00	$85,000.00
$215.00	$215.00	$225.00	$225.00	$190.00	$190.00
$630.00	$630.00	$676.00	$676.00	$1,000.00	$1,000.00
$4.00	$584.00	$4.00	$584.00	$4.30	$627.80
$4.00	$1,460.00	$4.00	$1,460.00	$4.30	$1,569.50
$12.00	$348.00	$12.00	$348.00	$10.50	$304.50
$13.00	$4,316.00	$12.00	$3,984.00	$10.50	$3,486.00
$6.00	$444.00	$6.00	$444.00	$10.50	$777.00
$90.00	$90.00	$95.00	$95.00	$160.00	$160.00
$6.00	$60.00	$6.00	$60.00	$18.00	$180.00
$265.00	$265.00	$281.00	$281.00	$275.00	$275.00
$4.00	$832.00	$4.00	$832.00	$3.75	$780.00
$78,000.00	$78,000.00	$44,902.00	$44,902.00	$32,500.00	$32,500.00
$15,000.00	$15,000.00	$14,409.00	$14,409.00	$8,100.00	$8,100.00
$132,000.00	$132,000.00	$80,596.00	$80,596.00	$72,000.00	$72,000.00
$39,000.00	$39,000.00	$22,034.00	$22,034.00	$24,000.00	$24,000.00
$2,500.00	$5,000.00	$3,701.00	$7,402.00	$2,500.00	$5,000.00

Las Vegas Paving Corporation		Contri Construction Company		Western States Contracting Inc.	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
$9,200.00	$9,200.00	$8,182.00	$8,182.00	$9,400.00	$9,400.00
$4,600.00	$4,600.00	$2,351.00	$2,351.00	$4,500.00	$4,500.00
$2,700.00	$5,400.00	$2,211.00	$4,422.00	$1,800.00	$3,600.00
$45,000.00	$45,000.00	$43,999.00	$43,999.00	$33,000.00	$33,000.00
$6,300.00	$6,300.00	$4,299.00	$4,299.00	$2,900.00	$2,900.00
$950.00	$2,850.00	$1,394.00	$4,182.00	$600.00	$1,800.00
$700.00	$26,600.00	$542.00	$20,596.00	$470.00	$17,860.00
$7,000.00	$7,000.00	$13,937.00	$13,937.00	$9,500.00	$9,500.00
$4.00	$236.00	$4.00	$236.00	$4.80	$283.20
$4.00	$676.00	$4.00	$676.00	$4.80	$811.20
$10.00	$20.00	$11.00	$22.00	$25.00	$50.00
$150,000.00	$150,000.00	$77,322.00	$77,322.00	$75,165.00	$75,165.00
$60,000.00	$60,000.00	$17,085.00	$17,085.00	$8,500.00	$8,500.00
$27,000.00	$27,000.00	$25,768.00	$25,768.00	$29,900.00	$29,900.00
$20,000.00	$20,000.00	$99,367.00	$99,367.00	$107,000.00	$107,000.00
$2,200.00	$2,200.00	$2,583.00	$2,583.00	$15,000.00	$15,000.00
$18,656,296.00		**$19,304,943.00**		**$20,592,531.60**	

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve award of Modification No. 1 to Contract No. 200116-JL, Historic Westside Revitalization Consultant, in the Historic Westside Area - Office of Community Services - Award recommended to: CENTRO INC ($49,500 - General Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $49,500
Funding Source: General Fund
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
On November 20, 2019 this contract in the amount of $49,500 was awarded by the Acting Purchasing Manager for implementation of a revitalization strategy for the Historic Westside. Modification No. 1 extends services through December 31, 2020 providing for technical assistance services to City of Las Vegas teams on comprehensive community revitalization beginning with planned Historic West Las Vegas projects. A similar model will be replicated and deployed across all wards. Modification No. 1 increases the Contract amount by $49,500 for a new total value of $99,000. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Centro Inc is located in Denver, Colorado.

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

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 200116-JL
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION NO. 1

200116-JL HISTORIC WESTSIDE REVITALIZATION CONSULTANT

THIS MODIFICATION NO. 1 is being entered into this _____ day of _____, 2020, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and CENTRO INC., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Colorado, having its principal office located at 1545 South Ogden Street, Denver, Colorado, 80210.

The purpose of this Modification is to extend the Contract expiration date and add an Exhibit supplementing the Scope of Work, Tasks, Deliverables, Schedule and Pricing.

The Contract between the City and the Company dated November 20, 2019 is hereby modified as follows:

1. Section A-1 Summary of Contract

REFERENCE: A-1(a) and (b)

DELETE:

(a)

Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	This Contract provides for general consulting work concerning the City of Las Vegas Historic Westside area, including onsite meetings.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30, 2020	**Option Periods** N/A
Contract Type As defined in Section B-1, "Definitions"	The contract type is Firm Fixed Price		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$49,500.00	Subject to Section C-2, Deliverables/Schedule/Pricing	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
None

ADD:

(a)

Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	This Contract provides for general consulting work concerning the City of Las Vegas Historic Westside area, including onsite meetings.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** December 31, 2020	**Option Periods** N/A
Contract Type As defined in Section B-1, "Definitions"	The contract type is Firm Fixed Price		

Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$99,000.00	Subject to Section C-2, Deliverables/Schedule/Pricing and Exhibit A Dated June 25, 2020

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A - Additional Scope of Work, Deliverables, Schedule and Pricing Dated June 25, 2020

2. Section C-1 Scope of Work

REFERENCE: C-1(a)

DELETE: Services will be provided in accordance with the Scope of Work set forth below:

ADD: Services will be provided in accordance with the Scope of Work set forth below, and with Exhibit A, Additional Scope of Work, Deliverables, Schedule and Pricing Dated June 25, 2020:

3. Exhibits

ADD: Exhibit A, Additional Scope of Work, Deliverables, Schedule and Pricing Dated June 25, 2020

4. General

In the event of any conflict between the Contract and this modification, the provisions of this Modification No. 1 take precedence. All other Contract terms and conditions remain unchanged.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

CITY OF LAS VEGAS

VENETTA APPLEYARD Date
Finance Director

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

6/24/2020

Deputy City Attorney Date

CENTRO, INC.

JAMIE GIELLIS Date
Founder and President

Exhibit A - Additional Scope of Work, Deliverables, Schedule and Pricing Dated June 25, 2020 Contract No. 200116-JL, Historic Westside Revitalization Consultant as amended by Contract Modification No. 1

SCOPE OF WORK

Item 1: Implementation Strategy Completion and Roll-Out

Completion and roll-out of the drafted Implementation Strategy can happen concurrently to actual project implementation efforts, but needs to be thoughtful and strategic, engaging the Historic Westside community. This work should include:

1.1 Implementation Strategy Draft Finalization

The Strategy draft is receiving final comments from City Staff and Councilman Crear now, and those edits will be incorporated and vetted prior to a formal community engagement session to hear feedback on the strategy elements and to assist in prioritizing them.

1.2 Historic Westside Community Engagement for Final Input

A final community engagement session to receive input prior to the completion of the strategy is tentatively set for July 9 from 9 AM to 11 AM, and is expected to have both an in-person and online element. This session will focus on introducing all of the project and policy elements, soliciting feedback and ideas for additions or refinements, and also sharing with the audience and receiving input on initiatives currently underway to move strategy elements forward and fund them. Members of the working group who have been involved in the implementation plan as well as members of the Historic Westside community and others interested in the work will be invited to participate.

1.3 Final Implementation Strategy Delivered

Input from the community engagement session will be reviewed and incorporated with final input from City staff and Councilman Crear, and a final strategy will be completed. We will work with City staff to identify a place for the plan to "live" online, appropriate ways to distribute a printed plan, and opportunities to create a platform for ongoing engagement and updates on the plan.

1.4 Community Engagement to Build Support for the Strategy

We'll reconnect with key stakeholders through meetings and online discussions to discuss their interest and involvement in moving forward the elements of the plan that we have outlined in this proposal. Stakeholders include but are not limited to:

- Residents
- Property Owners
- Business Owners
- Churches and Church Groups
- Schools
- City of Las Vegas Leadership and Staff
- Other organizations and individuals who are be interested in supporting specific components of the implementation strategy

1.5 Public Awareness Piece

Centro will work with the City of Las Vegas and Historic Westside stakeholders to prepare a public awareness piece that communicates what is happening in the Historic Westside and how to get involved. This primarily graphic piece can be used to more broadly share with the community the vision, goals and big ideas from the planning effort, and to help generate support and investment in the Historic Westside.

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Item 2: Develop a Community Coalition/Organization

On the heels of implementation strategy completion, we will work with the Historic Westside community to support the creation of a community coalition/organization whom the City can work to implement recommendations in the Historic Westside Implementation Strategy. Centro will work with community leaders to help develop the group, group structure (e.g. non-profit, etc.), mission, goals, etc. and assist in facilitating with the group as they get organized.

Item 3: Advance Policy/Regulatory Strategy Components

Work has already begun on advancing several of the regulatory elements in the plan, including:

- Zoning amendments to set the stage for appropriate development
- The amendment of liquor license restrictions, allowing more flexibility for restaurants and entertainment facilities to open in the Historic Westside

Additionally, Centro will continue to support the city in efforts to advance:

- Resolution to adopt the Historic Westside Implementation Strategy and adopt a definition of equity
- Policies to address displacement
- Design guidelines/overlay and streetscape design standards to allow the community to define the critical character elements to be protected as changes occur in the Historic Westside
- Comprehensive understanding of housing needs, demand and opportunity
- Efforts to expand on transportation, mobility and access to the Westside
- Other policy changes needed that may emerge as implementation moves ahead

Item 4: Advance Projects and Funding

Efforts will continue to engage community, develop collaborative partnerships, identify funding and/or write grants to move the key components of the Implementation Strategy forward. This will include:

- Workforce Development
- Historic Westside Community Co-Op Project
- Urban Agriculture Initiatives
- Affordable Housing and Housing Infill
- Historic Westside Museum/Library Project
- Small Business Incubator
- Street Improvements
- Parks and Greening
- Community Programming and Activation

And other opportunities that emerge as we move the strategy forward. Our intention here is to actually move these projects and their implementation forward. We will not simply provide more reports and plans, we'll actually get the ball rolling on each of these initiatives.

Item 5: Consider Next Steps Beyond the Phase One Implementation Strategy

There is much work to do to move the Phase One Implementation Strategy forward to completion, but the work cannot stop there and as we reach the one-year anniversary of our December 2019 workshop to create the strategy, we will consider how to best engage community and partners to celebrate successes, talk about next steps, and begin to think about laying the groundwork for projects beyond Phase One.

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TIMELINE

The timeline for this work is approximately 6 months. The following sets out the timetable for deliverables by task:

PROCESS STEP	TIMELINE
Item 1: Implementation Strategy Completion and Roll-Out	July – September 2020
Item 2: Develop a Community Coalition/Organization	August – December 2020
Item 3: Advance Policy/Regulatory Strategy Components	July – December 2020
Item 4: Advance Projects and Funding	July – December 2020
Item 5: Consider Next Steps Beyond the Phase One Implementation Strategy	December 2020

BUDGET

The fee breakdown by step is estimated as follows:

PROCESS STEP	FEE
Item 1: Implementation Strategy Completion and Roll-Out	$7,500
Item 2: Develop a Community Coalition/Organization	$4,500
Item 3: Advance Policy/Regulatory Strategy Components	$10,000
Item 4: Advance Projects and Funding	$20,000
Item 5: Consider Next Steps Beyond the Phase One Implementation Strategy	$2,500
Travel + Expenses (1 site visit per month estimated, 3-4 days per visit)	$5,000
TOTAL (Not to exceed)	$49,500

These fees will be billed on a monthly basis for hours and expenses incurred for the previous month. Payment is expected within 30 days.

These fees do not include:

- Cost of meeting rooms and venues, refreshments or other on-site costs incurred for meetings and workshops.
- Printing for any of the materials.
- Any postage costs associated with communication about the plan effort.

Where there is a question about cost responsibility for any element of this proposal, it will be clarified with the City of Las Vegas before the cost is incurred.

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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: Centro Inc.	
Address: 1545 S. Ogden St.	**City / ST / Zip:** Denver, CO, 80210
Telephone: 303-345-8285	**EIN or DUNS :** 61-1610660
Block 2: Description / Subject Matter of Contract	
Services for: Historic Westside Revitalization Consultant	**Project Number:** 200116-JL

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☒ Other: S-Corp

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	Jamie Giellis, President	1545 S. Ogden St., Denver, CO 80210	303-345-8285
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

KATHY D BALES
Notary Public - Notary Seal
Barry County - State of Missouri
Commission Number 11276639
My Commission Expires Dec 7, 2023

Jamie Giellis
Signature

7-21-20
Date

Subscribed and sworn to before me this 21st day of July, 2020

Kathy D. Bales
Notary Signature

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
15

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve Las Vegas Valley Water District (LVVWD) Non-Exclusive Easements from the City of Las Vegas to service the Harris-Marion Park Project located at 4755 Harris Avenue, APN 140-29-801-001 - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Easements will allow service for a water meter to be installed which are necessary to provide water services to the new park and to allow LVVWD the right to enter the property for the construction, operation, maintenance and repair of the water facilities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Las Vegas Valley Water District Non-Exclusive Easements

APN: 140-29-801-001

RETURN TO:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.:
Right-of-Way Agent:

LAS VEGAS VALLEY WATER DISTRICT

NON-EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT, made and entered into by and between **CITY OF LAS VEGAS, a municipal corporation**, hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

WITNESSETH:

That the GRANTOR(s), for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States and other valuable consideration to it in hand paid by the DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual Easement ("Easement") for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

See Exhibit A and B, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

APN: 140-29-801-001

1. No buildings, structures, walls, fences, trees or landscaping shall be placed upon, over or under said parcel of land for the duration of this Easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT's facilities.

2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.

3. Should any of the DISTRICT facilities within said Easement be required to be relocated or repaired as a result of changes in grade or other construction by GRANTOR(s) within the Easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.

4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said Easement.

5. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the DISTRICT's use.

6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants, and personal representatives.

7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

8. Any parties granted Easement rights in the area described herein subsequent to this Easement are hereby notified that they are bound by the terms and conditions of this Easement.

9. This Easement is granted subject to any and all existing rights.

/

/

/

/

APN: 140-29-801-001

DO NOT MARK OUTSIDE THIS BOX

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 20____.

GRANTOR:

CITY OF LAS VEGAS

_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC City Clerk

APPROVED AS TO FORM: John S. Ridilla
Deputy City Attorney

_____ 7/9/2020
By:
Title: Deputy District Attorney

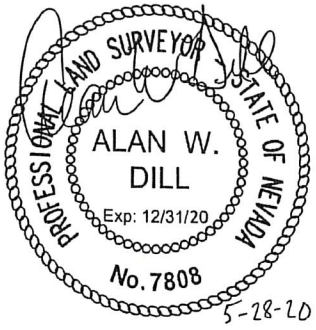
State of Nevada)
) ss
County of Clark)

This instrument was acknowledged before me on _____, 20____ by Carolyn G. Goodman, Mayor, City of Las Vegas, Clark County, Nevada.

WITNESS my hand and official seal.

_____ _____
Notary Public Notary Seal/Stamp

Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide



APN 140-29-801-001
GRANTOR: CITY OF LAS VEGAS

EXHIBIT "A"

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES PARCELS OF LAND JUST SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRIS AVENUE APPROXIMATELY 470 FEET EAST OF MARION DRIVE, FOR EASEMENT PURPOSES.

DESCRIPTION

BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED BY DEED RECORDED JULY 25TH, 2007 IN DOCUMENT NO. 20070725:00000348, RECORDED IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING IN THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 6, OF "SUNLAND VILLAGE", BOOK 4, PAGE 91 OF PLATS, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRIS AVENUE AND THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED BY DEED; THENCE SOUTH 87°48'12" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY BOUNDARY LINE, 3.08 FEET TO THE **POINT OF BEGINNING**.

THENCE SOUTH 02°11''48" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY BOUNDARY LINE, 6.00 FEET; THENCE SOUTH 87°48'12" WEST, 7.00 FEET; THENCE NORTH 02°11'48" WEST, 6.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY BOUNDARY LINE; THENCE NORTH 87°48'12" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY BOUNDARY LINE, 7.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 42 SQ. FT. MORE OR LESS

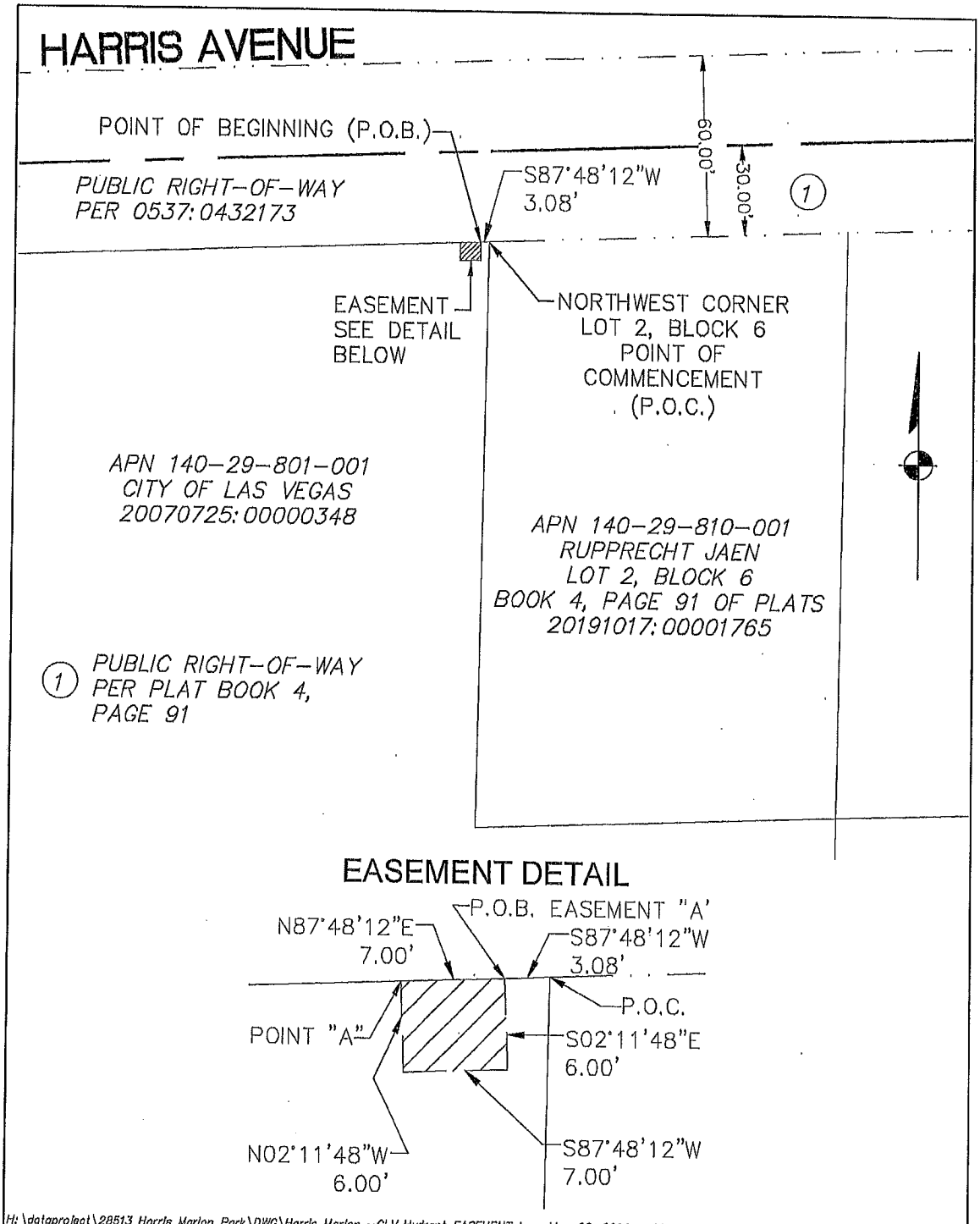
5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.933.0222
internet: www.stanleygroup.com

BASIS OF BEARINGS:
GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN. THE REFERENCE FRAME BEING NAD 83 (2011) EPOCH 2010

AS SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.369.9793
Internet: www.stanleygroup.com



EASEMENT DETAIL

H:\dataproject\28513 Harris Marion Park\DWG\Harris Marion --CLV Hydrant EASEMENT.dwg May 28, 2020 - 10:26

PROJECT No.: 28513.01	EXHIBIT "B" UTILITY EASEMENT	DRAWN BY: AWD
Stanley Consultants INC	SECTION 29, TOWNSHIP 20 SOUTH, RANGE 62 EAST, MDM CITY OF LAS VEGAS, CLARK COUNTY, NV.	CHECKED BY: RB SCALE: 1" = 50' DATE: 5-28-20 PAGE: 1 of 1

APN: 140-29-801-001

RETURN TO:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.:
Right-of-Way Agent:

LAS VEGAS VALLEY WATER DISTRICT

NON-EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT, made and entered into by and between **CITY OF LAS VEGAS, a municipal corporation**, hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

WITNESSETH:

That the GRANTOR(s), for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States and other valuable consideration to it in hand paid by the DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual Easement ("Easement") for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

See Exhibit A and B, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

APN: 140-29-801-001

1. No buildings, structures, walls, fences, trees or landscaping shall be placed upon, over or under said parcel of land for the duration of this Easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT's facilities.

2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.

3. Should any of the DISTRICT facilities within said Easement be required to be relocated or repaired as a result of changes in grade or other construction by GRANTOR(s) within the Easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.

4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said Easement.

5. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the DISTRICT's use.

6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants, and personal representatives.

7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

8. Any parties granted Easement rights in the area described herein subsequent to this Easement are hereby notified that they are bound by the terms and conditions of this Easement.

9. This Easement is granted subject to any and all existing rights.

/
/
/
/

APN: 140-29-801-001

DO NOT MARK OUTSIDE THIS BOX

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 20____.

GRANTOR:

CITY OF LAS VEGAS

_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC City Clerk

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 7/9/2020
By:
Title: Deputy District Attorney

State of Nevada)
) ss
County of Clark)

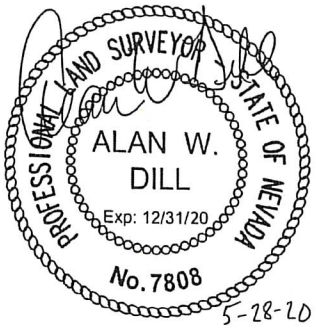
This instrument was acknowledged before me on _____, 20____ by Carolyn G. Goodman, Mayor, City of Las Vegas, Clark County, Nevada.

WITNESS my hand and official seal.

_____ _____
Notary Public Notary Seal/Stamp

Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide



APN 140-29-801-001
GRANTOR: CITY OF LAS VEGAS

EXHIBIT "A"

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES PARCELS OF LAND JUST SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRIS AVENUE APPROXIMATELY 380 FEET EAST OF MARION DRIVE, FOR EASEMENT PURPOSES.

DESCRIPTION

BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED BY DEED RECORDED JULY 25TH, 2007 IN DOCUMENT NO. 20070725:00000348, RECORDED IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING IN THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 6, OF "SUNLAND VILLAGE", BOOK 4, PAGE 91 OF PLATS, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRIS AVENUE AND THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED BY DEED; THENCE SOUTH 87°48'12" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY BOUNDARY LINE, 92.21 FEET TO THE **POINT OF BEGINNING**.

THENCE SOUTH 02°11''48" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY BOUNDARY LINE, 18.20 FEET; THENCE SOUTH 87°48'12" WEST, 17.41 FEET; THENCE NORTH 02°11'48" WEST, 18.20 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY BOUNDARY LINE; THENCE NORTH 87°48'12" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY BOUNDARY LINE, 17.41 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 317 SQ. FT. MORE OR LESS

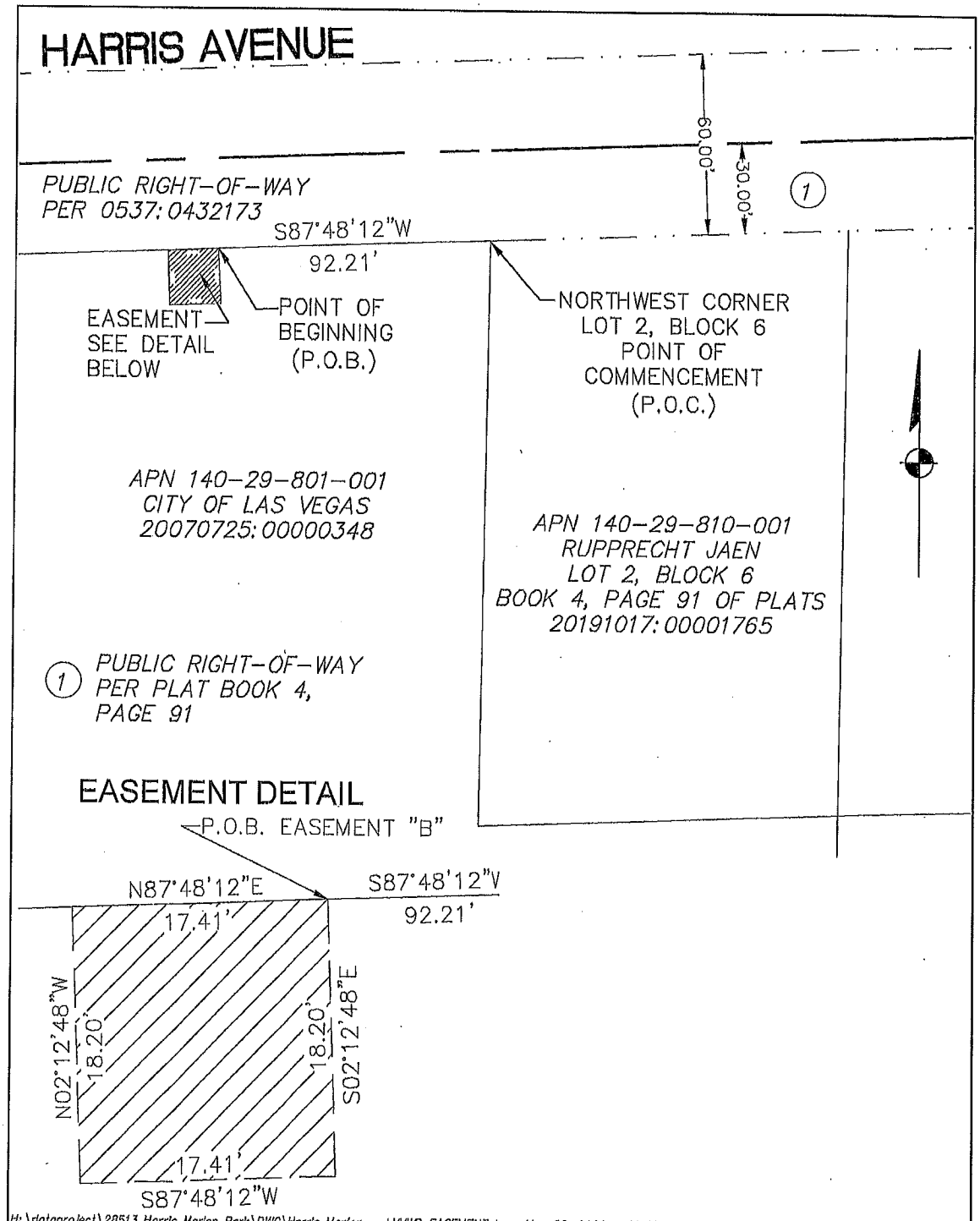
5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.933.0222
internet: www.stanleygroup.com

BASIS OF BEARINGS:
GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN. THE REFERENCE FRAME BEING NAD 83 (2011) EPOCH 2010

AS SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.369.9793
internet: www.stanleygroup.com



H:\datapro|ect\28513 Harris Marlon Park\DWG\Harris Marlon - LVVWD EASEMENT.dwg May 28, 2020 - 10:27

PROJECT No.: 28513.01	EXHIBIT "B" LAS VEGAS VALLEY WATER DISTRICT EASEMENT	DRAWN BY: AWD
Stanley Consultants INC	SECTION 29, TOWNSHIP 20 SOUTH, RANGE 62 EAST, MDM CITY OF LAS VEGAS, CLARK COUNTY, NV.	CHECKED BY: RB SCALE: 1" = 50' DATE: 5-28-20 PAGE: 1 of 1

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
16

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a Grant of Easement to Nevada Power Company, d/b/a NV Energy, to provide services to the Corridor of Hope Project located at 314 Foremaster Lane, APN 139-27-504-004 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Grant of Easement will allow NV Energy the right to enter the property for the construction, operation, maintenance and repair of the electrical facilities for the Corridor of Hope project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Grant of Easement

APN(s): 139-27-504-004

WHEN RECORDED MAIL TO:
Land Resources
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

CITY OF LAS VEGAS, a municipal corporation and a political subdivision of the State of Nevada, ("**Grantor**"), for One Dollar ($1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**") and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;

3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement.

Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

Upon completion of construction of the Utility Facilities and if Grantee determines by survey that some of the Utility Facilities have not been installed within the Easement Area or none of the Utility Facilities have been installed within the Easement Area, then (upon Grantee's request and at no cost to Grantee) Grantor must immediately execute Grantee's standard form "grant of easement" that will describe the perpetual easement to be retained over the Property and obtain any additional consents Grantee requires.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

GRANTOR:

CITY OF LAS VEGAS

_____
CAROLYN G. GOODMAN, MAYOR

ATTEST:

_____
LUANN D. HOLMES, MMC, CITY CLERK

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by **CAROLYN G. GOODMAN** as **MAYOR** of the **CITY OF LAS VEGAS**.

_____
Notary Public in and for said County and State.
My commission expires: _____

Notary Seal Area →

Approved as to form
John S. Ridilla 7/15/2020
John S. Ridilla Date
Deputy City Attorney

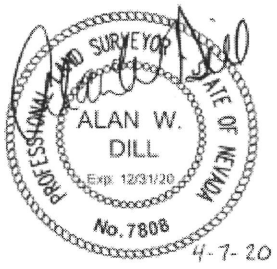
APN: 139-27-504-004
RW# 0512-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
GOE PRECON(Rev. 2016)

Exhibit A

PROJECT No.:26146
DATE: 4/30/2020
BY: AWD
CKD: MAC

Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide



APN 139-27-504-004
GRANTOR: CITY OF LAS VEGAS

EXHIBIT "A"

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PORTION OF LAND JUST SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF FOREMASTER LANE APPROXIMATELY 180 FEET WEST OF THE LAS VEGAS BOULEVARD AND FOREMASTER LANE INTERSECTION, FOR EASEMENT PURPOSES.

DESCRIPTION

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED IN DOCUMENT NO. 20150911:0000947, RECORDED SEPTEMBER 9, 2015, IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1-A, AS SHOWN BY PARCEL MAP FILE 123, PAGE 7, OF PARCEL MAPS, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND, CREATED BY THE AFFORMENTIONED DEED, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FOREMASTER LANE; THENCE SOUTH 89°51'05" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 74.26 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING SOUTH 89°51'05" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 16.30 FEET; THENCE SOUTH 00°08'55" WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, 18.30 FEET; THENCE NORTH 89°51'05" WEST, 16.30 FEET; THENCE NORTH 00°08'55" WEST, 18.30 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OFWAY LINE, AND THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 298 SQ. FT. MORE OR LESS

5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.933.0222
internet: www.stanleygroup.com

H:\dataproject\26146 Corridor of Hope\LEGALS\NVE EASEMENT COH.doc

APN: 139-27-504-004
RW# 0512-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
GOE PRECON(Rev. 2016)

BASIS OF BEARINGS:

SOUTH 00°11'45" WEST, BEING THE EASTERLY LINE OF SAID PARCEL 1-A, AS SHOWN IN BOOK 123, PAGE 7 OF PARCEL MAPS, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA,

END OF DESCRIPTION

5820 South Easten Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.369.9793
internet: www.stanleygroup.com

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APN: 139-27-504-004
RW# 0512-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
GOE PRECON(Rev. 2016)

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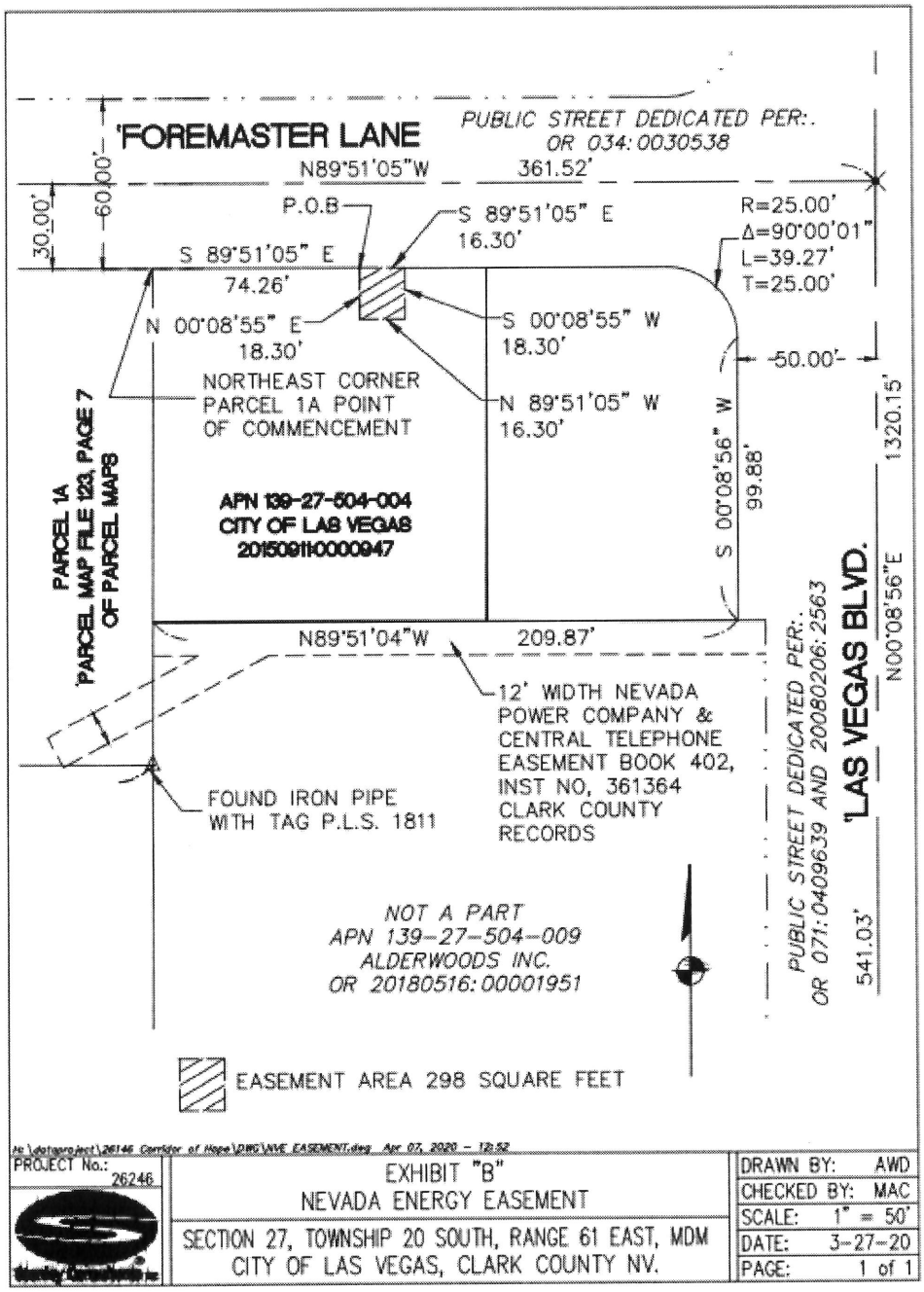


APN: 139-27-504-004
RW# 0512-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
GOE PRECON(Rev. 2016)

C

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
17

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a Grant of Easement for Underground Electrical Service and an Access to Equipment Easement Agreement between the City of Las Vegas and Nevada Power Company, d/b/a NV Energy, to provide services to the Corridor of Hope Project located at 310 Foremaster Lane, APN 139-27-504-014 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Easements will allow NV Energy the right to enter the property and access the meter room for the construction, operation, maintenance and repair of the electrical facilities for the Corridor of Hope project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Grant of Easement for Underground Electrical Service
2. Access to Equipment Easement Agreement

APN(s): 139-27-504-014

WHEN RECORDED MAIL TO:
Land Resources
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT
FOR UNDERGROUND ELECTRICAL SERVICE

CITY OF LAS VEGAS, a municipal corporation and a political subdivision of the State of Nevada, ("**Grantor**"), for One Dollar ($1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**") and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove underground electric service cables, a junction box and appurtenances related to electric service ("**Utility Facilities**") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;

3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area for the underground electric service cables as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area for the underground electric service cables without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, fencing, signage, walkways, driveways, patios, porches, and other slabs. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

GRANTOR:

CITY OF LAS VEGAS

_____
CAROLYN G. GOODMAN, MAYOR

ATTEST:

_____
LUANN D. HOLMES, MMC, CITY CLERK

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by **CAROLYN G. GOODMAN** as **MAYOR** of the **CITY OF LAS VEGAS**.

_____
Notary Public in and for said County and State.
My commission expires: _____

Notary Seal Area →

Approved as to form
John S. Ridilla 7/15/2020
John S. Ridilla Date
Deputy City Attorney

APN: 139-27-504-014
RW# 0513-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
GOE_METER (Rev. 8/2016)

Exhibit A

The above referred to parcel of land, situated in the County of Clark, State of Nevada, is that portion of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 27, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

The West Ten (10) feet of the East Thirty (35) feet of the North Twenty (20) feet of Parcel 1-A of that certain parcel map on file in File 123 of Parcel Maps, Page 7, recoded January 31, 2018 in Book 20180131, as Instrument No. 02340, Official Records, Clark County, Nevada.

Notwithstanding the foregoing, with respect to the Utility Facilities, the Easement Area shall be reduced to an area six (6) feet in width, being three (3) feet on each side of the centerline of the Utility Facilities.

APN: 139-27-504-014
RW# 0513-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
GOE_METER (Rev. 8/2016)

APN(s): 139-27-504-014

SIGNED IN COUNTERPART
RECORDED AT THE REQUEST OF:
CITY OF LAS VEGAS, a municipal corporation and a political subdivision of the State of Nevada

WHEN RECORDED MAIL TO:
Land Resources
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

ACCESS TO EQUIPMENT EASEMENT AGREEMENT

This Access to Equipment Easement Agreement ("**Agreement**") is made and entered into on _____, by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy, its successors and assigns ("**Grantee**") and **CITY OF LAS VEGAS, a municipal corporation and a political subdivision of the State of Nevada**, ("**Grantor**") (individually, a "**Party**" and, collectively, the "**Parties**").

RECITALS

A. Grantor will construct or has constructed a building located at 310 Foremaster Lane, Las Vegas, Nevada, (the "**Building**") on the real property currently known as APN(s) 139-27-504-014 and legally described on Exhibit A attached to this Agreement (the "**Premises**").

B. Grantor represents and warrants that it owns the Premises and the Building.

C. Grantor has requested that Grantee own and maintain certain communication and electrical facilities inside, on, under, and through the Building, including but not limited to transformers, meters, meter panels, conduit and cables ("**Facilities**").

D. Grantor owns certain electrical facilities that are located on the Premises and in the Building, including but not limited to circuit breakers and switches ("**Customer-Owned Equipment**") and that will be located in the Meter Room or another location ("**COE Room**").

E. Grantor will configure an electric meter room located in the Building for certain Facilities ("**Meter Room**") and provide Grantee with access to the Meter Room and, as Grantee deems necessary, the COE Room.

F. Grantor acknowledges that the Facilities, particularly the Meter Room, and Grantee's use of those Facilities will reduce Grantor's and other people's privacy.

AGREEMENT

In consideration of the above recitals, the covenants, terms and conditions set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Easement for Facilities. Grantor grants and conveys to Grantee a perpetual right and easement to construct, operate, add to, modify, maintain and remove the Facilities within, on, over and across the Building, in accordance with the design for Project No. 3004758638, as those Facilities are modified periodically by Grantee in its sole discretion.

2. Easement for Access, Ingress, and Egress. Grantor grants and conveys to Grantee a perpetual right and easement for the free and unrestricted access, ingress and egress within, on, over and across the Premises and the Building (but only to the extent necessary to access the Facilities and Customer-Owned Equipment).

3. Configuring the Meter Room. Grantor must locate and configure the electric service entrance and Meter Room consistent with the requirements set forth in this Section, in Exhibit B (Meter Room Detail) attached hereto, and in Grantee's Electric Service Standards for Southern Nevada, a copy of which can be found at https://www.nvenergy.com/account-services/building-and-new-construction/electric-service-standards-south (location as of October 20, 2017) (the "**ES Standards**"). The Meter Room must have at least one (1) 120 volt duplex receptacle with at least one (1) fluorescent light fixture mounted from the ceiling. The receptacle and the light circuit and receptacle must be connected to Grantor's Building power. Grantor must install a dual locking system on Meter Room doors so that Grantee can provide its own padlock if Meter Room doors are to be locked. Grantor must place a conspicuous, permanent designation or sign on the outside of the Meter Room door identifying the room as "Electrical Meter Room".

4. Modifying the Meter Room. Grantor must not modify or alter the Building or Meter Room in any way that will jeopardize Grantee's clearances, or obstruct or restrict Grantee's direct outside access to the Meter Room, as described on Exhibit B and in the ES Standards. In accordance with Grantee's Tariff Schedules and its standards and at Grantor's cost, Grantee will cooperate with Grantor in relocating the Facilities, such as the metering equipment and service attachments, to maintain such clearances and access if required for any future modification of the Building. The term "Tariff Schedules" means the entire body of effective rates, charges, and rules, collectively, of Grantee as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time, a copy of which can be found at: https://www.nvenergy.com/about-nvenergy/rates-regulatory (location as of October 20, 2017).

5. Twenty-Four (24) Hour Direct Outside Access. Grantor must provide Grantee and persons authorized by Grantee ("**Grantee Parties**") with twenty-four (24) hour direct outside access to the Meter Room, Facilities, Customer-Owned Equipment and COE Room.

   A. No Prior Authorization Required. Grantee and the Grantee Parties have the right to enter the Premises and Building at any time and without prior permission of or notice to Grantor, any occupant of the Building/Premises, or any lessee or sub-lessee of Grantor.

   B. Grantor Must Remove Impediments. If Grantee or the Grantee Parties desire access to the Premises, Meter Room, Facilities, Customer-Owned Equipment or COE Room for any reason and at any time, then Grantor must take all necessary actions to provide such access, including without limitation, removal of impediments and locks.

   C. No Obstructions. Grantor must keep the Meter Room and COE Room free from obstruction and must not permit anything to be stored in these rooms, including but not limited to boxes, ladders, and maintenance equipment. Grantor must keep clear and maintain safe access to the Meter Room and the COE Room and must not permit any person or animal, which may be perceived as a threat to personal safety, to impede Grantee's or the Grantee Parties' access to these rooms.

   D. Non-Compliance. If Grantee or the Grantee Parties are unable to access the Premises, Building, Meter Room, Facilities, Customer-Owned Equipment, or COE Room or if Grantor otherwise fails to provide access consistent

with the terms of this Agreement, Grantor acknowledges and agrees that Grantee is entitled to (1) take any action it deems necessary, in its sole judgment, to access the Premises, Building, Meter Room, Facilities, Customer-Owned Equipment and COE Room without liability to Grantor and, upon Grantee's written request, Grantor must promptly reimburse Grantee for any related costs and (2) disconnect electric service to the Building, Grantor and any lessee or sub-lessee of Grantor in accordance with the Tariff Schedules. After Grantor reestablishes safe and unobstructed access consistent with its obligation under this Agreement, Grantor must pay Grantee a reconnection fee and any other cost or fee required by the Tariff Schedules to resume electric service.

6. Customer-Owned Equipment. Grantee has the right to operate the Customer-Owned Equipment in accordance with state laws, regulations, Grantee's standards and the Tariff Schedules, as Grantee deems necessary, to disconnect or restore power to (A) the Building, (B) Grantee's customer(s) or (C) specific electrical equipment.

7. Indemnification. Grantor indemnifies and holds harmless Grantee from (A) any loss, claims of loss or liability for personal injury, death or property damage in any way connected to the Meter Room or Facilities located inside the Building or by reason of the Meter Room or Facilities being located inside the Building, together with reasonable expenses incurred by Grantee in defense of any said claims and (B) any loss or damage to the Building, COE Room, Meter Room or Premises, which may arise by reason of fire, water or overheating; provided, however, nothing contained herein shall be construed to relieve or indemnify Grantee from any liability that is proximately caused by Grantee's negligent operation and maintenance of the Facilities.

8. Limitation on Grantee's Liability. In no event is Grantee liable to Grantor or a third party for any punitive, consequential, incidental, direct, indirect, or special damages or lost profits incurred or alleged to have been incurred by Grantor or a third party, whether arising out of tort, breach of contract, breach of warranty, strict liability or any other claim in connection with the Meter Room, Facilities, Customer-Owned Equipment, COE Room or this Agreement.

9. Release and Waiver. Grantor knowingly and voluntarily releases, waives and forever discharges Grantee of and from all claims, demands, causes of action, grievances and liabilities of any kind, including those for personal injury, wrongful death, or property damage, (upon any legal or equitable theory, whether

contractual, common law, statutory, federal, state, local or otherwise and including but not limited to any claims for fees, costs and disbursements of any kind), whether known or unknown, that Grantor has or hereafter may have based on any actual or alleged act, omission, transaction, practice, conduct, event or other matter arising from or directly or indirectly related to in any way to the Meter Room, the location of the Meter Room, the metering equipment, and any other Facilities on the Premises. The releases contained in this Section apply regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Grantee but do not apply if, with respect to the operation and maintenance of the Facilities, Grantee was solely or grossly negligent.

10. Notices.

(A) Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under this Agreement must be (1) in writing, (2) delivered personally, sent by certified mail (postage prepaid, return receipt requested) or sent by a nationally recognized courier and (3) addressed to the Party as follows

Grantee:
Land Resources
NV Energy
Attn.: Manager, Land Resources
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

Grantor:
City of Las Vegas
333 N Rancho Dr., 8th Floor
Las Vegas, NV 89106

Grantor must include a reference to "CLV Corridor of Hope" and "Project No. 3004758638" in any such notice.

(B) Receipt of Notice; Change of Information. Each notice, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (1) when delivered if delivered personally; (2) on the third business day after the date of mailing if mailed by certified mail; or (3) on the date the courier officially records it as having been delivered if delivered by courier. Each Party may change its

contact information for purposes of this Agreement by giving written notice to the other Party in the manner set forth above.

11. Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless the Parties give consent in writing, execute the amendment with same formality as this Agreement, and then record the amendment.

12. Choice of Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Grantor agrees it will not initiate an action against Grantee in any other jurisdiction.

13. No Waiver. The failure of a Party to enforce any of the provisions of this Agreement at any time, or to require performance by another Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.

14. Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to that Party at law, in equity, or otherwise.

15. Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

16. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a Party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

17. Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

18. Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

19. Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will 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 portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

20. Recording Agreement. Grantor agrees and understands this Agreement will be recorded by Grantee. This Agreement continues in effect for perpetuity and constitutes a covenant running with the land. This Agreement binds and inures to the benefit of the Parties' respective heirs, successors, personal representatives, and assigns.

21. Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

GRANTOR:

CITY OF LAS VEGAS

_____
CAROLYN G. GOODMAN, MAYOR

ATTEST:

_____
LUANN D. HOLMES, MMC, CITY CLERK

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by **CAROLYN G. GOODMAN** as **MAYOR** of the **CITY OF LAS VEGAS**.

_____
Notary Public in and for said County and State.
My commission expires: _____

Notary Seal Area →

Approved as to form
John S. Ridilla 7/15/2020
John S. Ridilla Date
Deputy City Attorney

APN: 139-27-504-014
RW# 0513-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
GOE_METER (Rev. 8/2016)

THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of Grantee. Upon written request, Grantee will mail a copy of the recorded Agreement to Grantor at Grantor's address in the "Notices" Section.

GRANTEE:

NEVADA POWER COMPANY

_____

Randal D. Cagle
Manager, Land Resources

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, _____ by Randal D. Cagle as Manager, Land Resources of Nevada Power Company d/b/a NV Energy.

_____

Notary Signature

Seal Area →

APN(s): 139-27-504-014
RW# 0640-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
Reference Document: 20180516:01950
AEEA_ROOM

(Rev. 10/2017)

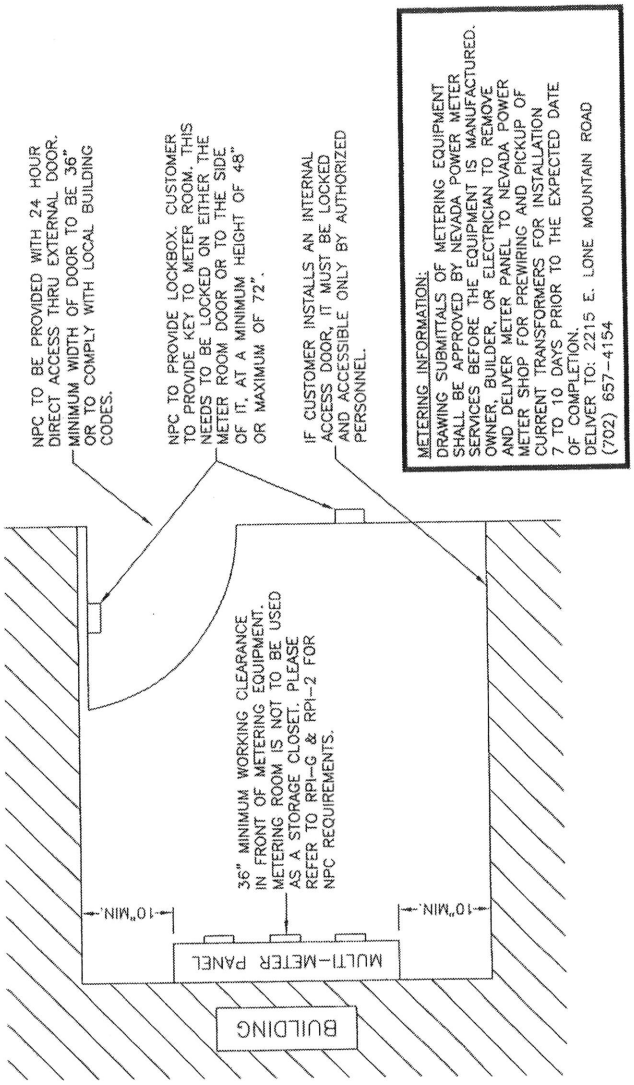
Exhibit A
Legal Description of the Premises

The above referred to parcel of land, situated in the County of Clark, State of Nevada, is that portion of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 27, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

Parcel 1-A of that certain parcel map on file in File 123 of Parcel Maps, Page 7, recoded January 31, 2018 in Book 20180131, as Instrument No. 02340, Official Records, Clark County, Nevada.

APN(s): 139-27-504-014
RW# 0640-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
Reference Document: 20180516:01950
AEEA_ROOM (Rev. 10/2017)

Exhibit B
Meter Room Detail



APN(s): 139-27-504-014
RW# 0640-2020am
Proj. #3004758638
Project Name: CLV Corridor of Hope
Reference Document: 20180516:01950
AEEA_ROOM

(Rev. 10/2017)

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
18

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve the First Amendment to Interlocal Agreement for the Lease of Space between the City of Las Vegas and Las Vegas Redevelopment Agency (RDA) for the property located at 833 North Las Vegas Boulevard, commonly known as the former Las Vegas Library - Ward 5 (Crear) [NOTE: This item is related to RDA Item 5]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City and RDA mutually agree to amend the Agreement to reduce the leased space to approximately 4,389 square feet, which the rent will be reduced to $5,266.80 per month. RDA will have the right to use the Event Space at no cost per the terms of the Amendment.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amendment to Interlocal Agreement for the Lease of Space

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE LEASE OF SPACE BETWEEN CITY OF LAS VEGAS AND LAS VEGAS REDEVELOPMENT AGENCY

THIS AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is made and entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "**City**") and the LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (the "**RDA**") as of August 5, 2020 (the "**Effective Date**"). City and RDA are collectively referred to herein as the "**Parties**".

WHEREAS:

A. City and RDA entered into that certain Interlocal Agreement for the Lease of Space dated January 15, 2020 (the "**Lease Agreement**").

B. City and RDA mutually desire to amend the Lease Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

1. Definitions. Any capitalized terms contained in this Amendment which are not defined in this Amendment shall have the same meaning as set forth in the Lease Agreement.

2. Leased Premises. Exhibit A to the Lease Agreement is hereby deleted and Exhibit A to this Amendment is hereby substituted in lieu thereof. The Parties agree that as of the Effective Date the Leased Premises shall be reduced and consist of approximately four thousand three hundred eighty-nine (4,389) square feet. RDA shall have the right at no cost to use the Event Space as defined in Article 4.4 of the Lease Agreement for a total of twenty-four days a year. City shall not provide any services or support in connection with the RDA's use of the Event Space and RDA shall be responsible for providing janitorial service before and after an event, running any electrical service for an event and all other required facility support for an event.

3. Rent. The Parties mutually agree that as of the Effective Date the Rent for the Leased Premises as modified by this Amendment will be one dollar and twenty cents ($1.20) per square foot in the Leased Premises per month for a Total Monthly Rent of five thousand two hundred sixty-six dollars and 80 cents ($5,266.80). If the Effective Date is other than the first day of a calendar month, then the Parties agree to make a pro rata payment or credit of Rent from City in favor of RDA for the month in which the Effective Date occurs.

4. Effect. Except as provided in this Amendment, the Lease Agreement remains in full force and effect in all respects.

5. Counterparts. This Amendment may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: _____ 7-16-20
Legal Counsel Date

LAS VEGAS REDEVELOPMENT AGENCY

By: _____
Carolyn G. Goodman, Chair

ATTEST:

By: _____
LuAnn D. Holmes, MMC, Secretary

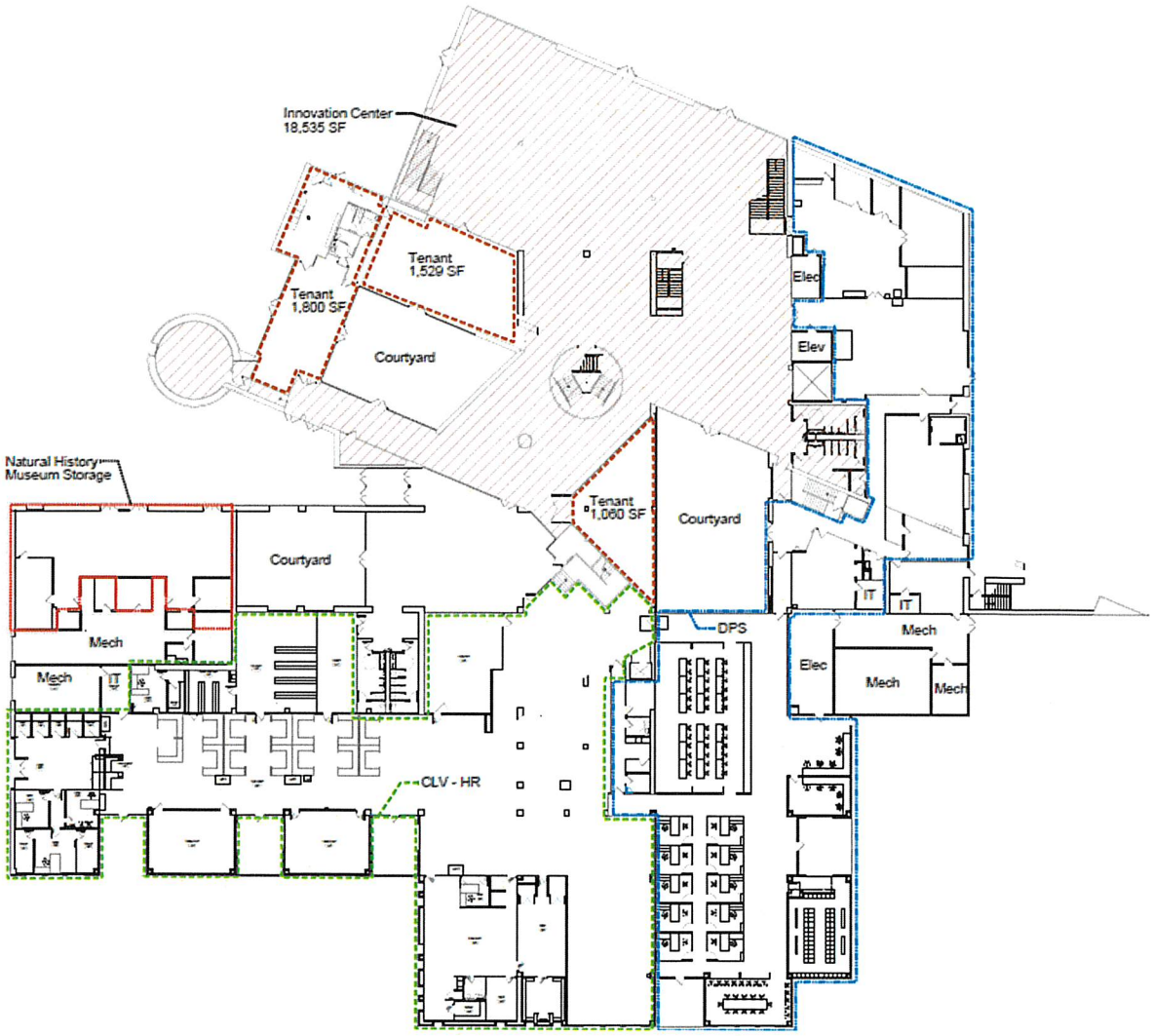
APPROVED AS TO FORM:

7-16-20

By: _____
Legal Counsel Date

Exhibit A

Revised Leased Premises



AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
19

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract LAS05L20 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for design of the Meadows - Charleston Storm Drain, Essex to Lindell Project ($817,308 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $817,308
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
Design of the Meadows - Charleston Storm Drain, Essex to Lindell is described in the 2018 Master Plan Update as Facility Number MECN 0000 and 0061. It is further identified in the CCRFCD's Ten-Year Construction Program with design scheduled to begin in FY 2020-2021. The proposed improvements include design of a 9' x 8' RCB, 8' x 7' RCB and associated collection facilities along Charleston Boulevard from Essex Drive to Lindell Road. The CCRFCD approved this interlocal contract at their July 9, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract LAS05L20

INTERLOCAL CONTRACT
MEADOWS – CHARLESTON STORM DRAIN, ESSEX TO LINDELL

THIS INTERLOCAL CONTRACT made and entered into as of the 9th day of July, 2020 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number MECN 0000 and 0061, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its 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.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Meadows – Charleston Storm Drain, Essex to Lindell. The proposed improvements include design of a 9' x 8' RCB, 8' x 7' RCB and associated collection facilities along Charleston Boulevard from Essex Drive to Lindell Road. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $713,308.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental in an amount not to exceed $2,000.

4. Entity Design Labor Costs in an amount not to exceed $100,000.

5. The total cost of this Contract shall not exceed $817,308 which includes all the items described in the paragraphs above.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and

needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Predesign Engineering
    b. Design Engineering
    c. Entity Design Labor Costs
    d. Right-of-way
    e. Environmental
    f. Emergency Action Plan
    g. Flood Map Revision
    h. Construction
    i. Construction Management
    j. Entity Construction Management Labor Costs
    k. Landscape Construction
    l. Other

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2023. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

15. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to form

By: John S. Ridilla 7/13/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

July 9, 2020

Regional Flood Control District

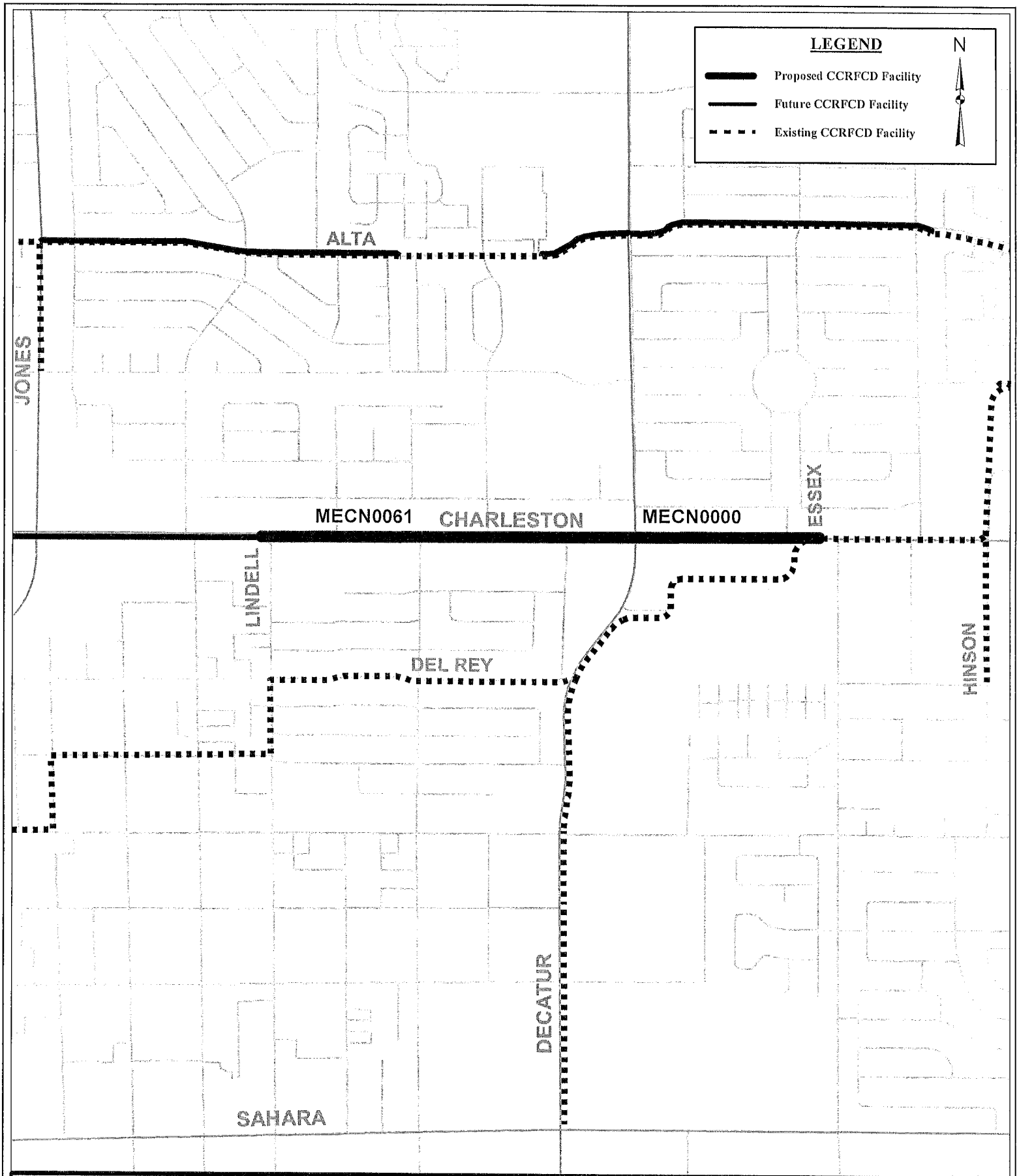
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: [signature] 7/13/2020
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
MEADOWS - CHARLESTON STORM DRAIN, ESSEX TO LINDELL

(LAS05L20)

SCALE: 1:13,000
DRAWING NAME: Meadows_Charleston_Essex_Lindell.mxd
DRAWN BY: C. JONES
DATE: 06/10/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\Meadows_Charleston_Essex_Lindell.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
20

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve an interlocal agreement between the City of Las Vegas and the Clark County School District (CCSD) for the construction and maintenance of improvements within the CCSD's property for Segment C of the future 215 Beltway Trail - Centennial to Decatur Project, APN 126-24-701-021 - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This interlocal agreement is needed to access the CCSD's property to construct and maintain a portion of Segment C of the 215 Beltway Trail - Centennial to Decatur Project, which is a recreational trail for biking, walking and also to improve the existing channel's maintenance road.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement
2. Exhibit Map

INTERLOCAL AGREEMENT
BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND THE
CITY OF LAS VEGAS
FOR THE
215 BELTWAY TRAIL – CENTENNIAL TO DECATUR
AT CENTENNIAL HIGH SCHOOL

This Interlocal Agreement ("Agreement") is made this _____ day of _____, 2020 ("Effective Date"), by and between the Clark County School District, a political subdivision of the State of Nevada ("District") and the City of Las Vegas, a Nevada municipal corporation ("City"). The District and City hereinafter may be referred to individually as "Party" or collectively, as "Parties".

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 277.180 any one or more public agencies may 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 contract is authorized by law to perform; and

WHEREAS, the District was issued a patent for approximately 7.5 acres of real property, located at 10200 Centennial Parkway, Las Vegas, NV 89149, Assessor's Parcel Number 126-24-701-021 ("Property"), by the Bureau of Land Management ("BLM") as Patent #27-2009-0010 more commonly known as the existing location of Centennial High School, ("School") as shown and legally described on Exhibit "A"; and

WHEREAS, as part of the City's 215 Beltway Trail – Segment "C", Centennial to Grand Montecito Project ("Project"), as shown on Exhibit "B"; the City has requested permission to access a portion of the Property for the purpose of planning, surveying, construction, operation, use, maintenance, repair, replacement, reconstruction, and removal of pedestrian walkway improvements and related appurtenances as shown on Exhibit "C" (Construction Area"); and

WHEREAS, the City requests access to the Property for the construction of certain pedestrian trail improvements and related appurtenances as part of the Project as further defined herein that will run parallel with the existing drainage channel on the north side of the Clark County-215 Beltway ("Beltway"), within the existing maintenance road; and

WHEREAS, the Parties mutually agree and understand that the Project will be at the sole expense of the City and there will be no cost to the District; and

WHEREAS, the Parties mutually agree and understand that the Project is located within and subject to the existing patent reservation to Clark County for the Beltway; and

WHEREAS, the Parties mutually agree and understand that the Project is for a public use and for student and public safety purposes; and

WHEREAS, the Parties mutually agree and understand that this Agreement does not constitute conveyance or transfer of any rights, title, or interest in the Property, but only the right to enter and access the Property for the purposes stated herein. The District reserves all rights.

NOW THEREFORE, in consideration of the above referenced facts, the covenants of the Parties contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Terms and Conditions

1. **Intent and Purpose:** The intent of this Agreement is to provide the City access to the Property for the planning, surveying, construction, operation, use, maintenance, repair, replacement, reconstruction, and removal of pedestrian walkway improvements and related appurtenances, including by way of example and not limitation, concrete and asphalt pavement, chain link fencing, lighting pet waste stations, trash receptacles, bollards, pedestrian bridges, pedestrian flashers, signage, striping, benches, trail drainage facilities, recreational workout-type facilities, and other related pedestrian friendly improvements (collectively, "Trail Improvements"), to improve pedestrian traffic operations and the rights of ingress and egress, over, on, above, across and under that certain portion of the Property. The City will be given access to the Property and will coordinate any and all access required for the duration of the Project through the Property's Operations Manager, ("OM"). The purpose of this Agreement sets forth the terms and conditions of the Parties. This Agreement also allows the City, its employees, authorized agents, and contractors to enter upon the Property, for the purpose as set forth in this Agreement, to plan, design and construct the Project.

2. **Authorization:** The Parties are authorized to enter into this Agreement pursuant to NRS 277.180.

3. **License/Right to Enter:** District agrees to permit the City, including any employee, contractor or authorized agent and representative of District, to enter the Property on a non-exclusive basis for any lawful and reasonable purpose related to the performance of the City's obligations under this Agreement and for the purposes of this Project.

4. **Permission and Use of Property**: The City's access to the Property shall be limited to the purposes of the Trail Improvements on the exterior of the Property. The City shall notify the Principal of the School, the Director of Real Property Management ("RPM"), and the Operations Manager not less than thirty (30) calendar days prior to the requested start of the installation. Any subsequent requests to access the Property must be obtained from the Principal, with notice to the Director of RPM and the OM. The City shall submit plans to the District's Building Department for review and inspection. The City shall not access or utilize the Property for any other purpose whatsoever. The City shall make its best effort to minimize disturbance to school activities. The City shall, by entering upon and occupying the Property be deemed to have accepted the Property "AS IS", in its then condition, and the City hereby releases the District, and its officers, employees, and agents, from any liability or loss caused by any latent or patent defect in or on the Property. The City shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property or the City's use thereof. The City shall not permit anything to be done or kept upon the Property that does or could interfere with the rights of the District, nor shall the City commit or permit any nuisance or any immoral or illegal act to be committed thereon. The City acknowledges that the District and its agents, contractors and subcontractors are now or may, during the term of this Agreement, be engaged in the construction of improvements and other construction related activities on, adjacent to or in the vicinity of the Property. The City agrees to use its best efforts to avoid any interference with any such construction activities and further agrees to comply promptly with any and all requests by agents or employees of the District (whether such requests are delivered in writing or orally) to move or remove any machinery, equipment, vehicles or persons interfering with the activities of the District or its agents, contractors or subcontractors.

5. **Submittals:** Prior to commencement date of the Project, City shall provide the District with construction plans, including all revisions, for District review, and obtain District approval prior to commencement of the Project.

6. **Construction:** Construction will be limited to the Construction Area and will be limited to the scope and specifications on Exhibit "C". The Parties will mutually agree and understand that any and all costs associated with the construction and completion of this Project will be at the City's sole expense and there will be no cost to the District. The City will require its contractor, its employees, agents, assigns, and subcontractors, to segregate themselves from

school children, parents and School facilities. All Trail Improvements made by the City or its contractor on the Property pursuant to the terms of this Agreement, are subject to and must be in compliance with all applicable codes, ordinances, and laws, including but not limited to the Americans with Disabilities Act, and constructed in conformance with the District's approved standards, if applicable. The City will require its contractor to be responsible for obtaining any required permits, licenses, and inspections for the Project. The City will require its contractor to assume all responsibility for the safety of all persons and property working in and on the Construction Area including any applicable laws and OSHA regulations.

7. **Installation of Improvements and Maintenance of Project Area**: The City is solely responsible, at its own cost, for the installation and maintenance of all Trail Improvements proposed. The City shall keep and maintain the Construction Area in good order, condition and repair, (including any such replacement and restoration required for that purpose), shall provide all precautions for the safety and protection of persons and Property and keep the Property free from waste. The City will assume all responsibility for repair of any damages it causes to Property and Construction Area, including but not limited to: driveways, curb and gutter, landscaping, mow curbs, fencing, signs, and underground lines subject to Call Before You Dig laws. The City will assume all responsibility for the removal of debris, including trash, on the Property and in the Construction Area upon completion of the Trail Improvements. The City will restore all disturbed areas in and around the Property and construction Area to their original condition upon expiration, cancellation, or termination of the Agreement. The District will conduct site inspections before the Trail Improvements are commenced and after they are completed to verify the condition of the Property.

8. **Ownership of Equipment:** The City retains title to all equipment it may use, place or install on the Property, unless otherwise agreed between the Parties.

9. **Damage or Destruction:** The District has no obligation to reimburse the City for the loss of or damage to fixtures, equipment or other personal property left on the Property, nor injuries arising out of or attributable to the activities detailed in this Agreement, except for loss or damage caused by the negligence or fault of the District or its officers, employees, or agents. The District may insure all fixtures, equipment or other personal property for its own protection if it so desires.

10. **Restoration of Property**: Upon the expiration, cancellation or termination of this Agreement, the City's right to access and occupy the Property and the Construction Area and exercise the privileges and rights granted under this Agreement shall cease, and the City shall surrender and leave the Property and Construction Area in as good a condition as at the commencement of this Agreement, unless otherwise agreed to between the Parties in writing. Without limiting the generality of the foregoing, the City shall, promptly upon request of the District, prior to the City's entering upon the Property, restore and refill any holes or trenches created by the City's grading, digging or drilling on the Property; provided, however, that nothing herein shall require the City to restore the Property with regard to any work performed by the District during the Term. The City shall restore all disturbed areas in and around Property to near its original condition and will restore any chain link fencing and gates on Property to their original condition upon expiration, cancellation, or termination of this Agreement, unless otherwise agreed to between the Parties in writing.

11. **Insurance:** Licensee shall procure and maintain, or cause its contractor to procure and maintain, for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the leased premises. The cost of such insurance shall be borne by the Licensee.

a. Commercial General Liability Insurance (and/or excess umbrella liability) with a minimum limit per occurrence of Two Million ($2,000,000). Policy must include Licensor as Additional Insured

b. Automobile Insurance, and/or excess umbrella liability, for all owned, non-owned and hired vehicles, in an amount not less than One Million Dollars ($1,000,000) combined single limit, with no additional exclusions.

c. Statutory Workers Compensation/Employer's Liability Insurance in compliance with NRS chapters 616A to 616D.

For any losses/claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensee shall be excess of Licensee's insurance and shall not contribute with it. If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of this Agreement.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work performed under this Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Licensee must purchase extended reporting period coverage for a minimum of five (5) years after end of this Agreement.

12. Indemnification: Subject to the limitation of law, and to the extent allowed by law, 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, and agents committed in the performance of this Agreement. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS. Chapter 41 and other applicable law.

13. Release of Lien: The City shall, at its sole cost and expense, obtain the discharge and release of any lien, charge or encumbrance filed of record against the Property or any portion thereof, because of any action or inaction of the City, its agents or contractors, within fifteen (15) business days after the filing of the same. Nothing contained herein shall prevent the District, at the cost and for the account of the City, from at any time obtaining such discharge and release in the event the City shall fail or refuse to do so.

14. Liability: Upon Final Acceptance, City shall assume any and all liabilities associated with the Project, excepting any liabilities that are a result of the District's negligence or willful misconduct.

15. Assignment: This Agreement is specific to the District, and may not be transferred or assigned in any manner, without the District's approval. The City shall not assign or transfer this Agreement or any rights hereunder nor shall the City mortgage, pledge, hypothecate or encumber the rights granted herein without the prior written consent of the District, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or other successor of the City, whether by operation of law or otherwise, without such written consent. Any attempt so to assign or transfer this Agreement without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors and assigns. Notwithstanding the preceding sentence, the City may permit a contractor to perform the Trail Improvements and contractor shall have any and all rights granted to the City under this Agreement.

16. The District's Right of Entry: The District and its authorized agents and representatives may access the Property and Construction Area at any time for any lawful and reasonable purpose pursuant to Section 3. Without limiting the generality of the foregoing, the District and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Property at all times to make repairs, replacements or alterations thereto that may, in the opinion of the District, be deemed necessary or advisable and from time to time to construct or install over, in or under the Property the systems or parts thereof and, in connection with maintenance, use the Property for access to other parts in and around the Property; provided that in the exercise of the right of access, repair, alteration or new construction, the District shall not unreasonably interfere with the use and occupancy of the Property by the City. Exercise of any of the foregoing rights by the District or others pursuant or the District's rights shall not constitute an eviction of the City, nor be made the grounds for any claim for damages.

17. Breach; Cancellation: In the event of any breach of any representation contained herein or other default by the City in the performance of any term or condition of this Agreement ("Event of Default"), the District may, after five (5) business days prior written notice to the City, and provided the breach is not cured by the City during that five (5) business day period, cancel this Agreement, re-enter the Property and take possession thereof and remove all persons and property therefrom. The City agrees to hold the District harmless from any liability whatsoever for the removal and/or storage of any personal property on the Property, whether of the City, its agents or contractors.

18. No Partnership: Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the City and the District. No provision of this Agreement, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties other than the relationship of District and City. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

19. No Waiver: The District's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. The District's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

20. Remedies Cumulative: The various rights, options, elections and remedies of the District contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

21. Entire Agreement: This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.

22. No Real Property Interest: It is expressly understood that this Agreement is merely a contractual right and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City. This Agreement is not exclusive, and the District specifically reserves the right to allow other agreements within the vicinity of the Property that do not interfere with the access and use provided herein and the City's Director of Public Works agrees in writing to the additional use.

23. Assignment: Neither Party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Party.

24. Non-Liability of Officials and Employees: No official or employee of a Party hereto shall be personally liable to a Party hereto for any default or breach by either Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of this Agreement.

25. Maintenance and Utilities: The City shall be responsible for the cleanliness and maintenance of the Construction Area caused by the City on a regular basis and for the duration of the Agreement. The Parties will mutually agree and understand that any and all costs associated with the maintenance and cleanliness of the Project and Construction Area will be at the City's sole expense and there will be no cost to the District unless caused by the District. The City shall pay all charges for any services or utilities used by the City upon the Project and Construction Area.

26. Warranty: The City agrees to require its contractor to warrant and guarantee to the District that all work set forth in this Agreement will be performed in a good and workmanlike manner.

27. Soils: No hazardous materials are to be placed on or stockpiled at or in the Construction Area. All materials and equipment placed on the Construction Area will be clean and free of any toxic waste or hazardous chemicals.

28. Dumping/Dust: All work performed by and for the City will be completed in a professional manner, by a licensed contractor, with all current permits as required and in accordance with this Agreement.

29. Compensation: Considering the unspecified benefits to the Parties, the City will not be charged a fee for access, use, and maintenance of the Construction Area.

30. Term: This Agreement will commence at the Effective Date and conclude on or before January 1, 2027 unless a time extension is granted per Section 17 of this Agreement or until the Property is relinquished to the BLM or no longer under District control.

31. Extension of Time: The term of this Agreement can be extended by a letter signed and dated by both Parties listing any and all changes. Any significant changes to the original terms will require execution of a new Agreement by the Parties and approval from the Board of School Trustees.

32. Revocation: This Agreement may be revoked by the District with at least ninety (90) calendar days written notice if construction within the Construction Area has not commenced by January 1, 2022. The City may terminate this Agreement upon thirty (30) calendar days written notice to District if the City Council elects not to continue with the Project. Notice shall be in accordance with Section 38 of this Agreement.

33. Coordination: The City is responsible for the Project, Construction Area and job site at all times during activities detailed in this Agreement. By executing this Agreement, the City agrees to coordinate access and all on-site activities with the OM .

34. Obligations: Upon the District's inspection of the Project for conformance with the requirements stated herein and relevant City Code, the District will issue a written notice of final acceptance ("Final Acceptance") of the Project to the City, after which any and all obligations related to the Project, including but not limited to, maintenance and operation shall be the sole responsibility of the City.

35. Security: The City agrees to properly operate, secure, manage and control the Project and Construction Area. The District will not be held liable for any damage or loss of construction materials, tools and equipment, nor injuries arising out of or attributable to the activities detailed in this Agreement except if caused by the District.

36. BLM Plan of Development: District holds a Patent on the Property; therefore, the District is required to obtain BLM permission for usage of patented lands prior to any installation/construction of the Project and must abide by any conditions that BLM approval carries. The BLM has approved an updated Plan of Development for the School. The BLM's Decision is attached hereto as Exhibit "D" and incorporated herein.

37. Notice: All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, the Parties' notice information is set forth below:

Contacts and Representatives

District Representative: For the purpose of communication, negotiation, or other notices the following will be considered the District's representative.

Clark County School District
Real Property Management
Attn: Linda Perri, Director
1180 Military Tribute Place
Henderson, Nevada, 89074
Office: (702) 799-5214

With a copy to:
Clark County School District
Office of General Counsel
Attn: General Counsel
5100 W. Sahara Avenue, 3rd Floor
Las Vegas, Nevada, 89146
Office: (702) 799-5373

Operations Manager: For the purpose of coordinating and gaining access to the Property for the duration of the Project, the Operations Manager will be considered the District's representative.

Clark County School District
Facilities Asset Management
Attn: Operations Manager
1180 Military Tribute Place
Henderson, Nevada, 89074
Office: (702) 799-5214

With a copy to:
Centennial High School
Attn: Principal
10200 Centennial Parkway
Las Vegas, Nevada 89149
Office: (702) 799-6344

City Representative: For the purpose of communication, negotiation, or other notices, the following will be considered City's representative.

City of Las Vegas
Public Works Department
Attn: Public Works Director
333 N. Rancho Drive, 9th Floor
Las Vegas, NV 89106
Office: (702) 229-6272

With a copy to:
City of Las Vegas
City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, Nevada, 89106

38. Modification of Terms: In the event it is determined that either Party's performance under this Agreement conflicts with the terms of District policies/guidelines, the Patent or any state or federal policy or law, the Parties agree to negotiate to modify this Agreement, in whole or in part, to resolve the conflict. Inasmuch as possible, the intent of this Agreement shall be preserved.

39. Recording: The City shall record this Agreement in the Official Records.

40. Amendments: This Agreement may not be amended or modified except by express written instrument, duly authorized and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

41. Further Assurances: Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts in cooperation to carry out the intent of this Agreement.

42. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

43. Governing Law and Venue: This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

44. Severability: In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

45. Headings; Exhibits; Cross-References: The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Please indicate acceptance of these terms by signing in the space provided below and returning the signed original to the Clark County School District, Real Property Management Department, Attn: Director, 1180 Military Tribute Place, Henderson, Nevada 89074.

Signature Page

CITY OF LAS VEGAS

By: _____ _____
Carolyn G. Goodman Date
Mayor

ATTEST:

By: _____
LuAnn Holmes, MMC
City Clerk

APPROVED AS TO FORM John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 7/7/2020
Deputy City Attorney Date
City Attorney

NOTARY ACKNOWLEDGMENT

State of Nevada
County of Clark

This instrument was acknowledged before me on the _____ day of _____, 2020, by Scott Adams, as City Manager of the City of Las Vegas, a political subdivision of the State of Nevada.

_____
Notary Public

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]

Signature Page (continued)

CLARK COUNTY SCHOOL DISTRICT

_____ _____

Jeff Wagner, Date
Interim Chief of Facilities

ACKNOWLEDGMENT

State of Nevada
County of Clark

This instrument was acknowledged before me on the _____ day of _____, 2020, by Jeff Wagner, Interim Chief of Facilities of the Clark County School District.

_____

Notary Public

Approved As To Form Only:

_____ 6-22-2020

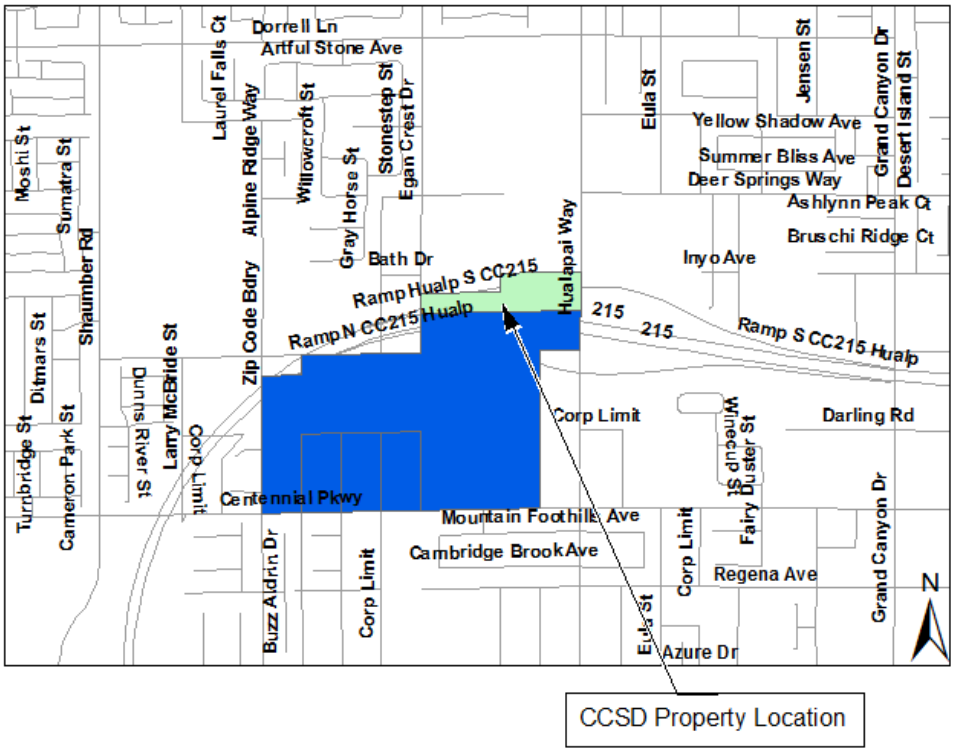
District General Counsel Date

Exhibit A

Legal Description

APN: 162-24-701-021
The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) together with the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) together with the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 22 South, Range 59 East, M.D.M. Clark County, Nevada.

The site contains approximately 7.50 acres.



INTERLOCAL AGREEMENT
BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND THE CITY OF LAS VEGAS
FOR THE 215 BELTWAY TRAIL – CENTENNIAL TO DECATUR
AT CENTENNIAL HIGH SCHOOL

Exhibit B

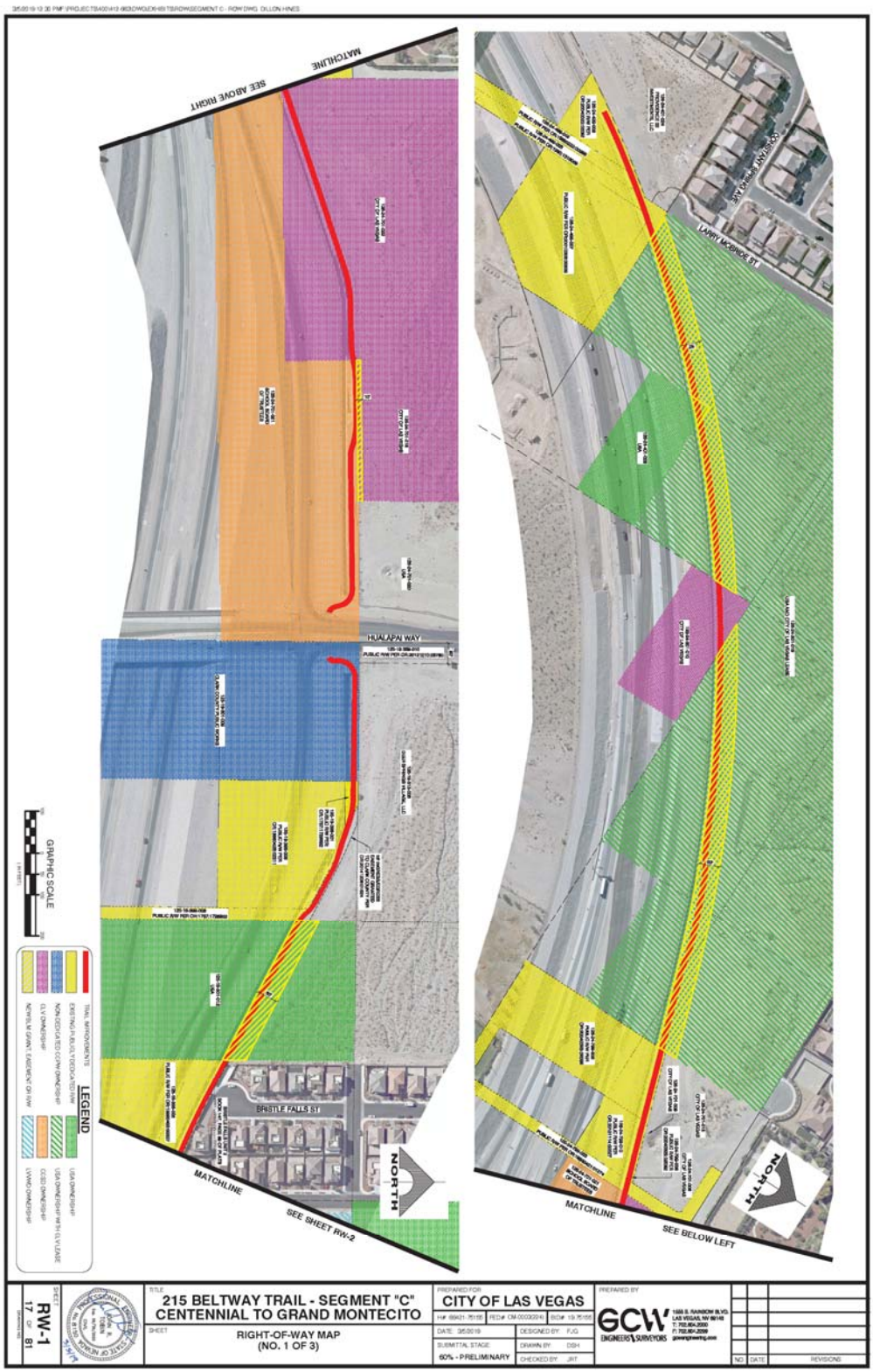

MATCHLINE
SEE ABOVE RIGHT
HUALAPAI WAY
BRISTLE FALLS ST
LARRY MCBRIDE ST
MATCHLINE
SEE SHEET RW-2
MATCHLINE
SEE BELOW LEFT
NORTH
NORTH
GRAPHIC SCALE
LEGEND
215 BELTWAY TRAIL - SEGMENT "C"
CENTENNIAL TO GRAND MONTECITO
RIGHT-OF-WAY MAP
(NO. 1 OF 3)
CITY OF LAS VEGAS
60% - PRELIMINARY
GCW
ENGINEERS \ SURVEYORS
RW-1

Exhibit C

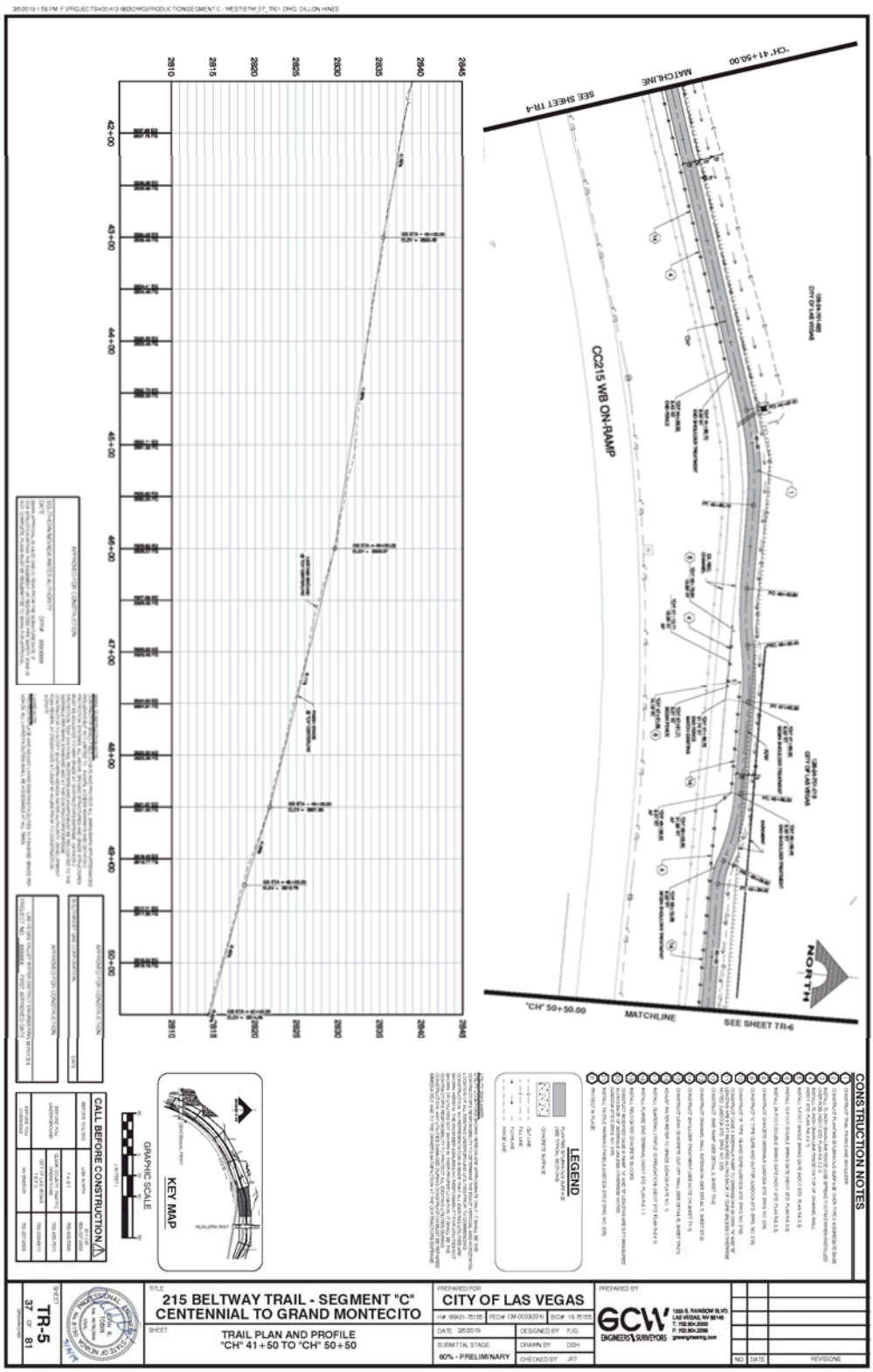

215 BELTWAY TRAIL - SEGMENT "C"
CENTENNIAL TO GRAND MONTECITO
TRAIL PLAN AND PROFILE
"CH" 41+50 TO "CH" 50+50
CITY OF LAS VEGAS
GCW ENGINEERS \ SURVEYORS
TR-5
37 of 81
CONSTRUCTION NOTES
LEGEND
KEY MAP
GRAPHIC SCALE
CALL BEFORE CONSTRUCTION
CC215 WB ON-RAMP
MATCHLINE
SEE SHEET TR-4
SEE SHEET TR-6
"CH" 41+50.00
"CH" 50+50.00
NORTH

Exhibit C

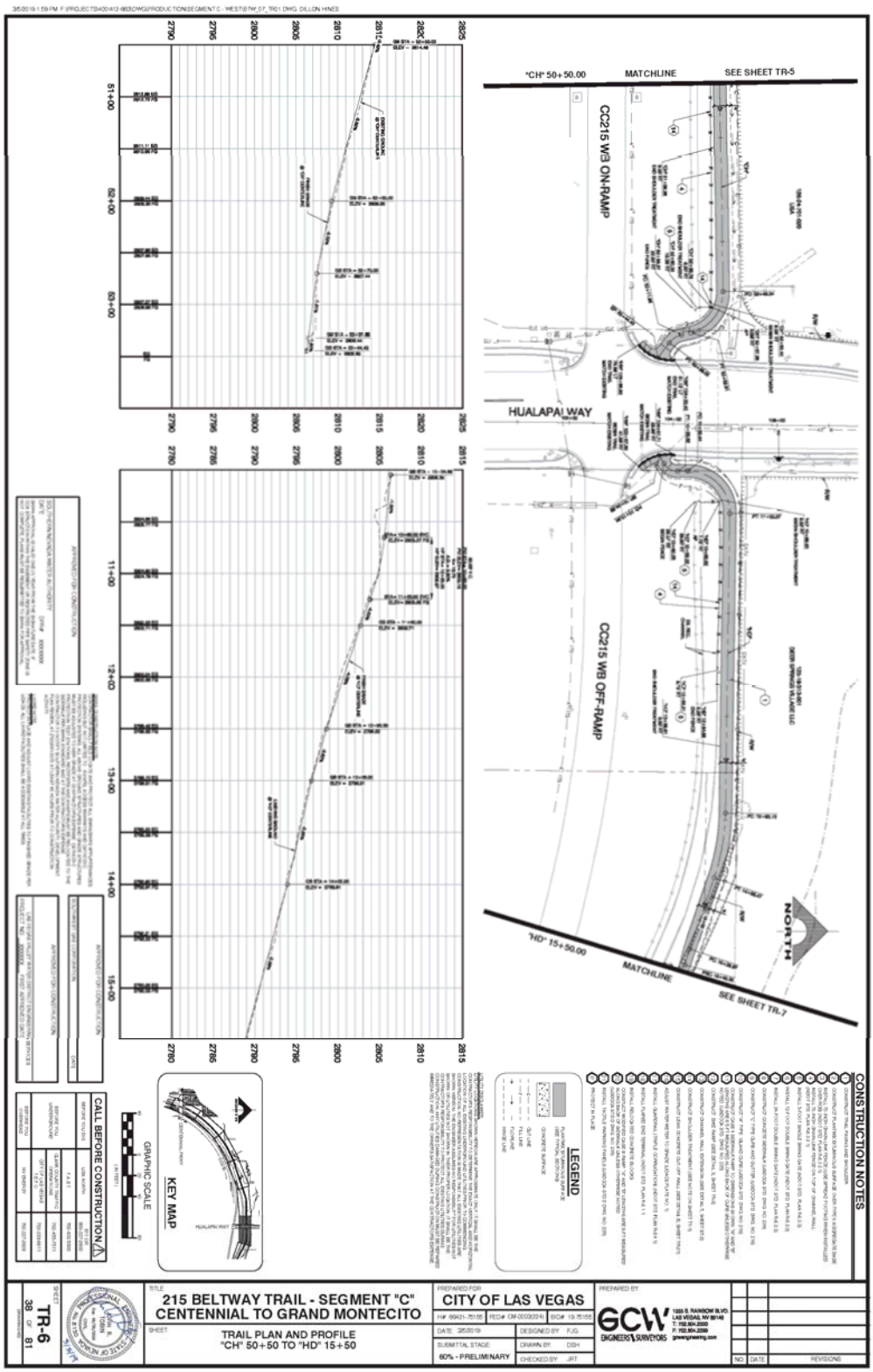

"CH" 50+50.00
MATCHLINE
SEE SHEET TR-5
CC215 W/3 ON-RAMP
HUALAPAI WAY
CC215 WB OFF-RAMP
NORTH
"HD" 15+50.00
MATCHLINE
SEE SHEET TR-7
LEGEND
CONSTRUCTION NOTES
KEY MAP
GRAPHIC SCALE
CALL BEFORE CONSTRUCTION
215 BELTWAY TRAIL - SEGMENT "C"
CENTENNIAL TO GRAND MONTECITO
TRAIL PLAN AND PROFILE
"CH" 50+50 TO "HD" 15+50
CITY OF LAS VEGAS
60% - PRELIMINARY
GCW
ENGINEERS \ SURVEYORS
TR-6

Exhibit D

Form 2740-1
(July 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR LAND FOR RECREATION OR PUBLIC PURPOSES

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB NO. 1004-0012
Expires: October 31, 1993

Date	Serial Number *(BLM use only)*
3/3/97	AMENDMENT TO N-56714

Home phone *(include area code)*

1a. Applicant's name	b. Address *(include zip code)*	Business phone *(include area code)*
CLARK COUNTY SCHOOL DISTRICT	2832 E. Flamingo Rd. Las Vegas, NV 89121	702-799-7578

2. Give legal description of lands applied for *(include metes and bounds description, if necessary)*

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
N2 SW4SE4, W2 SW4 SW4 SE4	24	19S	59E	MDBM

County of	State of	Containing *(acres)*
CLARK	NEVADA	25 +/- acres

3a. This application is for ☒ Lease ☐ Purchase *(If lease, indicate years)*

b. Proposed use is ☐ Public Recreation ☒ Other Public Purposes School

4. Attach three (3) copies of the completed statement required by 43 CFR 2741.4(b). *(Specifically identify an established or definitely proposed project for use of the land, a detailed plan and schedule for development, and a management plan which includes a description of how any revenues will be used.)*

HIGH SCHOOL

SEE EXHIBITS 4b(a) through 4b(d)

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

NEVADA REVISED STATUTES 393.140

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

(Continued on reverse)

STANDARD OPERATING PROCEDURES

1. If a tortoise wanders onto the site during construction, all activity would cease until the tortoise wanders out of harms way of its own volition.

2. All construction workers would be notified of the current threatened status of the desert tortoise and the prohibition of "take"; they would also be instructed to check under all vehicles before moving such vehicles (tortoises often take cover under vehicles).

3. The BLM would be notified before construction of this proposed action.

4. All boring or trenches would be either backfilled, securely covered, or fenced at the end of each work day to insure that no desert tortoise inadvertently fall into such boring holes or trenches.

5. If an active burrow is found on the site during construction, all work would cease and the BLM authorized officer would be notified.

6. Any necessary vegetation permits would be obtained from the State of Nevada when State of Nevada Sensitive, Protected rare, or Protected endangered plan species exist on the construction site, which may be impacted.

(Signature required for concurrence)

CLARK COUNTY SCHOOL DISTRICT
Facilities & Transportation
Services Division

Frederick C. Smith

Frederick C. Smith
Acting Assistant Superintendent

3-4-91
Date

N-_____
2800
(NV-050.1)

☒ No hazardous materials will be used or transported across the requested right-of-way.

☐ The following hazardous materials will be used on or transported across the requested right-of-way.

_____
_____
_____
_____

CLARK COUNTY SCHOOL DISTRICT
Facilities & Transportation
Services Division
Frederick C. Smith, Acting Assistant Superintendent

2832 E. Flamingo Road
Las Vegas, NV 89121

Frederick C. Smith
(Signature)

3-4-97
(Date)

RESOLUTION

Be it hereby resolved by the Board of School Trustees of the Clark County School District that on this 8th day of FEBRUARY, 1994, Frederick C. Smith, Acting Assistant Superintendent, Facilities and Transportation Services Division, is hereby authorized to sign all documents and applications necessary and pertinent to obtaining rights to lands under federal jurisdiction for the purpose of providing a site, or sites, for educational and related school facilities.

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

Dan R. Newburn.
President, Dan R. Newburn

Jose A. Solorio
Clerk, Jose A. Solorio

ATTEST AS TO FORM:

Donald H. Haight
Donald H. Haight, General Counsel

STATE OF NEVADA
COUNTY OF CLARK

On this 8th day of February, 1994, personally appeared before me, a Notary Public in and for said county and state, Dan R. Newburn and Jose A. Solorio, known to me to be the President and Clerk of the BOARD OF SCHOOL TRUSTEES, CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada, and upon oath did each depose that they are the officers of said subdivision as above designated.

Dorothy L. Dickens
Notary Public in and for the above county and state.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DOROTHY L. DICKENS
My Appointment Expires Nov 2nd, 1994

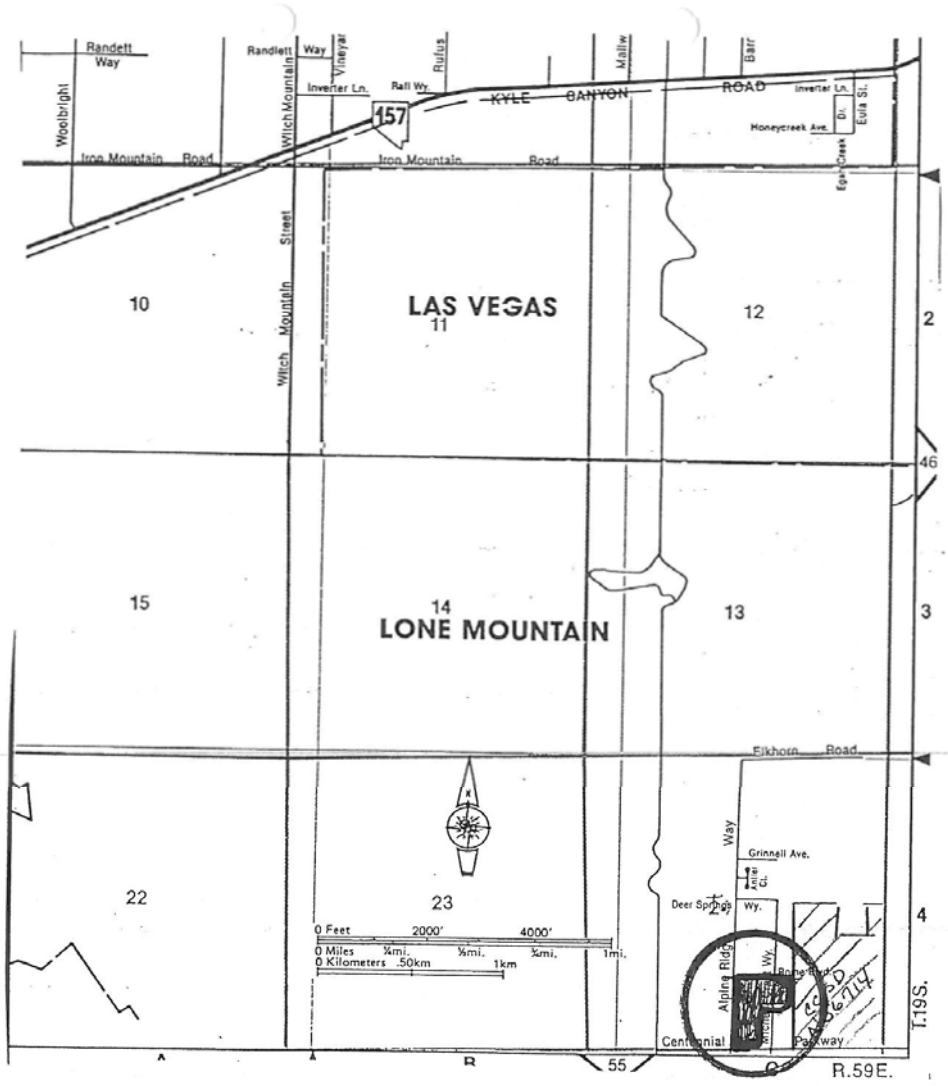
EXHIBIT 4b(a) - Population trends, etc.

The available high school facilities within the service area of this site meets or exceeds capacity. Approval of new subdivision tracts by the city of Las Vegas, North Las Vegas, Henderson, and Clark County, in addition to continued development of existing tracts, combine to produce an anticipated student population to require an addition high school.

This area is serviced by Cimarron-Memorial and Cheyenne High Schools. These two schools have a combined capacity of 5400 students. As of October 1996, these two area high schools had a student enrollment of 6229.

The service area surrounding this site is experiencing rapid growth. Singe family residence and multi-family development is expected to continue.

Map exhibit 4b(a-1) shows the location of the referenced site.



N2 SW4 SE4
W2 SW4 SW4 SE4
SEC.24, T.19S R.59E
N/Centennial W/Hualapai
Addition acreage for high school site - 25 acres

N-56714

EXHIBIT 4b(a-1)

EXHIBIT 4b(b) - School description and estimated cost of the proposed improvements

The high school structure is to be constructed according to detailed plan of the new Green Valley and Cheyenne high schools which are on file in the office of the State Planning Board, State of Nevada. The site plan is shown on exhibit 4b(b-1).

The structure is to be 274,700 square feet in size, housing 58 classrooms, 1 library, 1 gym, 20 computer/science labs, 7 industrial arts shops, 1 auditorium, 1 theater, 11 special purpose rooms in addition to office and conference rooms. The structure is to be of steel and tiltup concrete slabs, refrigerated air-conditioning system, and a heating system. The structure will house an estimated enrollment of 2400 students.

The following are estimated costs based upon prior contract award documents.

Construction Cost (including onsite and offsite improvements)	$17,070,436
Furniture and equipment	1,649,231
Architect fees	989,539
Contingency	1,811,895
Project Management	1,649,231
TOTAL	$23,170,332

Funding for this project will be from sale of Bonds as approved by the electorate of Clark County in 1994.

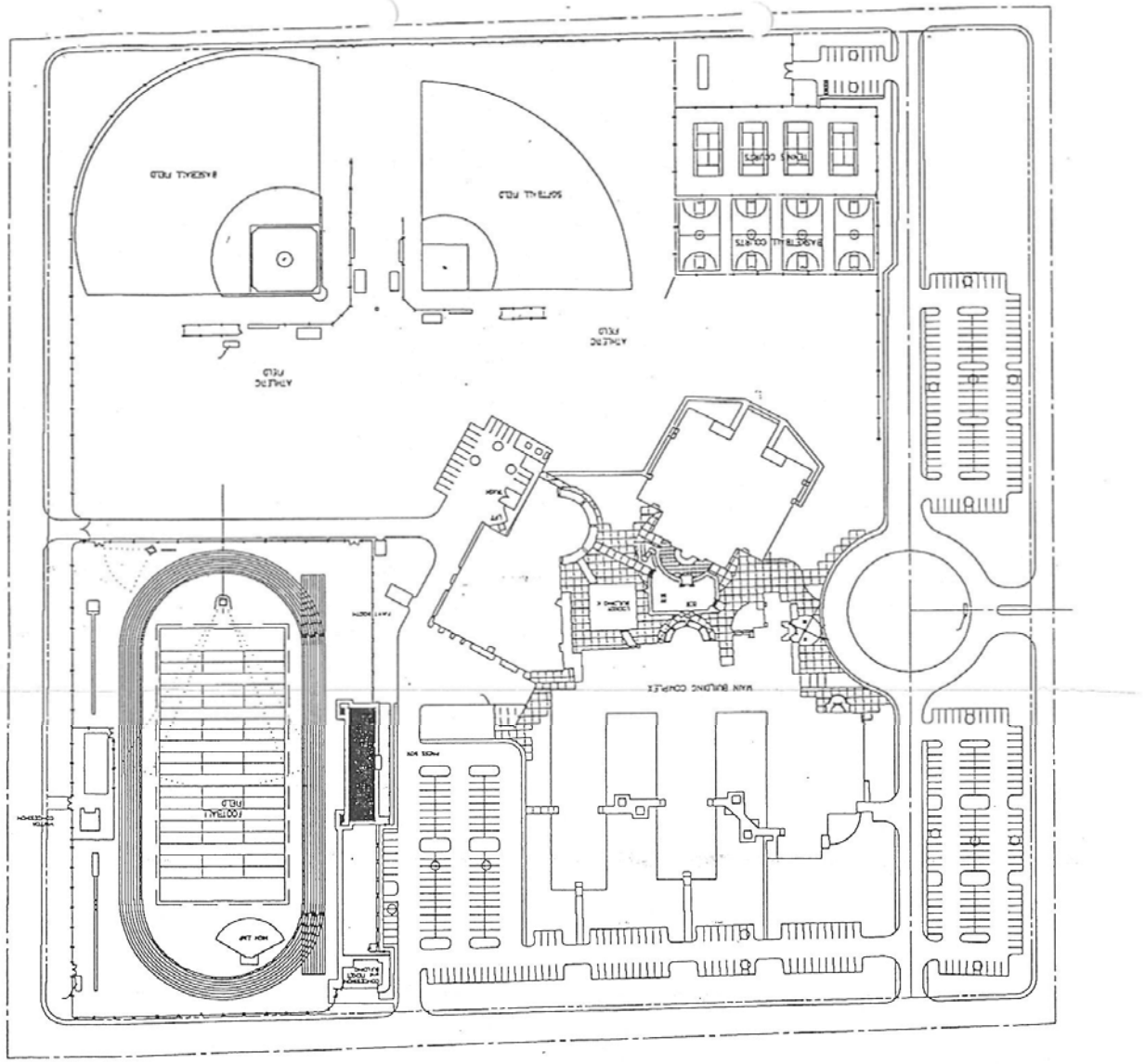


EXHIBIT 4b(b-1)

EXHIBIT 4b(c) - Management Plan

Operation of a new senior high school is based upon new and existing criteria for the 22 schools that are operational within the Clark County School District jurisdictional boundaries. Approximately 138 people are required to staff a high school of this size in addition to the traveling, maintenance, and service personnel required to maintain the facility in a safe, functional condition.

Any funds derived from operation of the school by sale of food in a cafeteria is utilized to defray cost of the food and its preparation. Other incomes are designated to help support special extracurricular functions of the school for which specific budgetary allocations are not made.

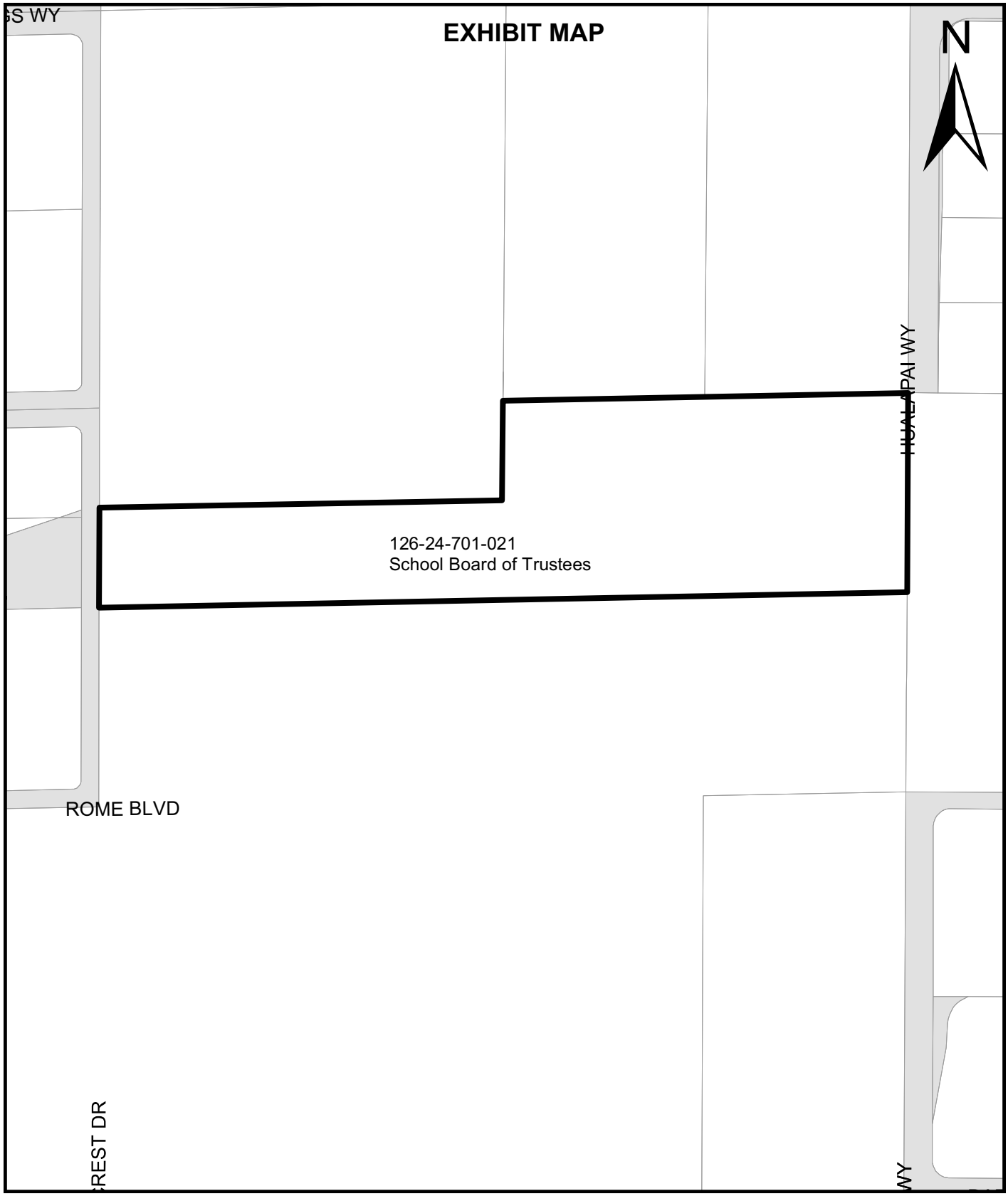
EXHIBIT 4b(d) - MAINTENANCE PLAN

All public utilities are available in the service area for this site. Cost for providing these services to the site are a normal part of a construction contract. When installed offsites are accepted by the various public utility companies, the services are the responsibility of the public utilities. All onsite utilities and their maintenance and continued satisfactory operation are the responsibility of the school district maintenance department.

Service streets to the site are the responsibility of the governmental agency having jurisdiction for such streets--such as the county or city road department. Those rights-of-way for public access within the boundaries of the school sites are improved by the school district to acceptable standards to include street paving, curbs, gutters, sidewalks, fire hydrants and street lights. Upon completion of these offsite improvements, the rights-of-way are then dedicated or granted to either the city or county for maintenance and public use and service.

All maintenance and repair for both buildings and grounds are the responsibility of the maintenance department of the Facilities and Transportation Services Division. Employing approximately 935 skilled and semi-skilled personnel, this agency has within its structural framework all craft personnel for painting, plumbing, carpentry, cement, electrical and metal repair and fabrication as well as a total grounds maintenance unit for all phases of necessary landscaping maintenance.

EXHIBIT MAP



LEGEND

Subject Parcel

OWNER: School Board of Trustees
PARCEL NO: 126-24-701-021
SECTION, TOWNSHIP, RANGE: SECTION 24, T. 19 S., R 59 E.
AREA OF SUBJECT PARCEL(S): 7.50 +- ac

Date: 12/12/2019

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
21

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Third Supplemental Interlocal Contract LAS23E13 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date to June 30, 2021 and reduce project funding for engineering design of the Centennial Parkway Channel West - CC215, Pioneer Way to US95 Project - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On July 11, 2013, the CCRFCD approved an interlocal contract for design engineering, right-of-way and environmental mitigation associated with the Centennial Parkway Channel West - CC215, Pioneer Way to US95 Project. A First Supplemental Interlocal Contract dated November 13, 2014 increased funding. A Second Supplemental Interlocal Contract extended the project completion date. This Third Supplemental Interlocal Contract will extend the contract expiration date to June 30, 2021 and decrease total project funding. Additional time is necessary to close out the project. The CCRFCD approved this contract at their June 11, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Third Supplemental Interlocal Contract LAS23E13

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
CENTENNIAL PARKWAY CHANNEL WEST – CC 215, PIONEER WAY TO US95

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 11th day of June, 2020 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number CNWE 0301 and 0304, 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 July 11, 2013, First Supplemental Interlocal Contract dated November 13, 2014 and Second Supplemental Interlocal Contract dated April 11, 2019 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to extend the project completion date and reduce funding for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II – PROJECT COSTS shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $868,687.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $875,687 which includes all the items described in the paragraphs above.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraphs 9, 14 and 15 shall be revised to read as follows:

9. The DISTRICT will pay the (CITY or COUNTY), or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

   a. Predesign Engineering
   b. Design Engineering
   c. Entity Design Labor Costs
   d. Right-of-way
   e. Environmental
   f. Emergency Action Plan
   g. Flood Map Revision
   h. Construction
   i. Construction Management
   j. Entity Construction Management Labor Costs
   k. Landscape Construction
   l. Other

14. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRCIT prior to June 30, 2021. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

15. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same

Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The remainder of the original Interlocal Contract dated July 11, 2013, First Supplemental Interlocal Contract dated November 13, 2014 and Second Supplemental Interlocal Contract dated April 11, 2019 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 6/30/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

June 11, 2020

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: Jemmy McMichen for
Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher Figgins June 11, 2020
Christopher Figgins Date
Chief Deputy District Attorney

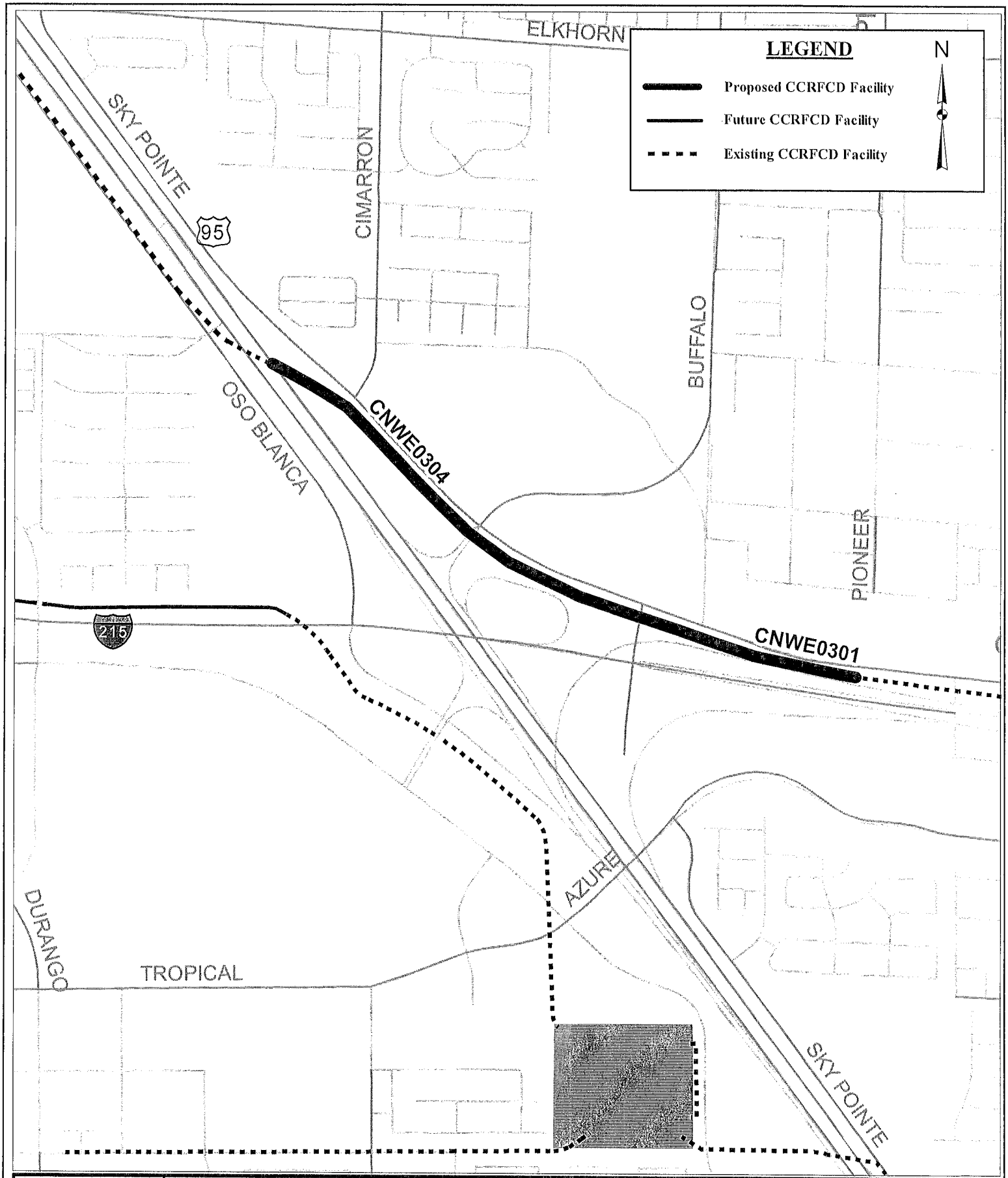


EXHIBIT A
CENTENNIAL PKWY CHANNEL WEST
CC 215, PIONEER WAY TO US95

(LAS23E13)

Public Works
Flood Control Planning

SCALE: 1:12,000
DRAWING NAME: CentennialPkwyWest_215_Pioneer_95.mxd
DRAWN BY: C. JONES
DATE: 05/07/2020
SHEET NUMBER 1 OF 1

Document Path: Q:\EXHIBIT_PROJECTS\RFCD\CentennialPkwyWest_215_Pioneer_95.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
22

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract CLV MWP FY 2020-21 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) for the Annual Maintenance Work Program for Fiscal Year 2021 to maintain CCRFCD's facilities within the CLV ($3,200,000 - Road and Flood Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $3,200,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Fiscal Year 2021 Maintenance Work Program has been developed to maintain the CCRFCD's facilities within the CLV. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current CCRFCD's Operations and Maintenance Manual. The costs shall not exceed $3,200,000. The CCRFCD approved this contract at their June 11, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract - CLV MWP FY 2020-21

INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM

THIS CONTRACT, made and entered into this 11th day of June, 2020, by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies is authorized by law to perform; and

WHEREAS, the CITY desires to maintain flood control improvements within the CITY in accordance with the maintenance program set forth herein, and hereinafter referred to as "Project"; and

WHEREAS, the facilities upon which maintenance will be done are facilities described in the DISTRICT'S Master Plan.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the Project as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the maintenance of flood control facilities, which are identified in the DISTRICT'S Master Plan facilities including updates and amendments subsequently approved. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current DISTRICT *Operations and Maintenance Manual*.

The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II - PROJECT COSTS

The DISTRICT agrees to make payment for Project costs within the limits specified below:

1. The Project costs shall not exceed $3,200,000.00.

The amounts allocated to each individual facility within the Project must be specified in Exhibit "A". Any changes to said allocated amounts must be approved by the DISTRICT'S Chief Engineer in accordance with Section 4.24 of the DISTRICT *Operations and Maintenance Manual.*

A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved to increase the amount noted above prior to payment of any additional funds.

2. The CITY and DISTRICT will comply with Section 4.12 of the *Operations and Maintenance Manual.* In accordance with said manual the CITY shall submit invoices together with a detailed summary report of the maintenance service performed. The CITY shall submit an invoice voucher in the manner prescribed by the DISTRICT. The vouchers shall include such information as is necessary for the DISTRICT to determine the nature of all expenditures. Each voucher will clearly indicate that it is for services rendered in performance under this contract. Each voucher will also be accompanied by a written certification from the CITY stating that it is for performance of maintenance activities under this contract and is composed of completed elements set forth in the annual work program.

All invoices must be submitted for payment to:

Clark County Regional Flood Control District
Accounts Payable
600 S. Grand Central Parkway, Suite 300
Las Vegas, Nevada 89106-4511

Payment shall be considered timely if made by the DISTRICT within 30 days. Pursuant to Section IV, Paragraph 8, the DISTRICT may, in its sole discretion, withhold payments to the CITY for services rendered if the CITY fails to satisfactorily comply with any term or condition of this contract and/or the DISTRICT *Operations and Maintenance Manual.*

SECTION III - PROJECT TIME

The CITY agrees to perform the Project to the satisfaction of the DISTRICT between July 1, 2020 and June 30, 2021. The DISTRICT may grant extensions or terminate this contract and require all sums advanced to the CITY to be repaid if the CITY fails to perform by said date.

SECTION IV - GENERAL

1. The CITY will complete the Project as set forth in Exhibit "A". The CITY staff personnel responsible for coordination of work under this contract are as listed below:

Mike Janssen, Director of Public Works

It is understood that staff named above will be responsible for work coordination throughout the period of this contract unless the DISTRICT is informed in writing of changes in these personnel assignments.

2. The CITY will comply with Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. Applicable portions of the current editions of the *Operations and Maintenance Manual*, *Policies and Procedures Manual*, *Hydrologic Criteria and Drainage Design Manual*, and *Uniform Regulations for the Control of Drainage* adopted by the DISTRICT will apply unless specifically superseded by this CONTRACT.

4. It is the intent of the DISTRICT that scheduling of maintenance and repair of drainage and flood control facilities in general and Master Plan Facilities specifically be coordinated among member entities. Therefore, in those cases where Master Plan approved, and DISTRICT-funded projects have regional flood control significance impacting more than one member entity, the CITY will allow all impacted member entities an opportunity to review the maintenance schedule in order to coordinate maintenance efforts.

5. The Chief Engineer or designee of the DISTRICT shall be responsible for monitoring the performance of the CITY, approval for payment of billings and expenses submitted by the CITY and the acceptance of any report provided by the CITY. The CITY shall be responsible for monitoring performance of CITY staff or private contractors.

6. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project

approval and payments. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

7. The CITY shall provide right of access to its facilities to the DISTRICT or Chief Engineer at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

8. In the event the CITY fails to perform the maintenance according to the standards specified in this contract and in the DISTRICT *Operations and Maintenance Manual,* the DISTRICT may perform or cause to be performed the maintenance necessary to assure proper operation of the facility. Costs incurred by the DISTRICT shall be reimbursed by the CITY or be deducted from the amount authorized by this contract. The DISTRICT may not exercise this right without giving the CITY specific written notice of the maintenance required and allowing the CITY 60 days within which to perform said maintenance. The notice required by this provision must be sent to:

Mike Janssen
Director of Public Works
City of Las Vegas
333 North Rancho Drive
Las Vegas, Nevada 89106

9. The records of the CITY and/or private contractors pertaining to the subject matter of this contract shall at all reasonable times be subject to inspection and audit by the DISTRICT or an Agent of the DISTRICT.

10. If any provision of this contract shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

11. The CITY, its employees, and representative shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed.

12. The CITY hereby agrees to reimburse the DISTRICT if funds are received from other sources for maintenance and repair of drainage and flood control facilities paid for by the DISTRICT.

13. The DISTRICT will not be responsible for any fines and/or penalties caused by the actions or inactions of CITY employees, consultants, contractors, or agents.

14. Any costs found to be improperly allocated to the Project will be refunded by the CITY to the DISTRICT.

15. It is specifically understood and agreed to by and between the parties hereto that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

16. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

17. This agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes
City Clerk

Approved as to Form

By: John S. Ridilla 6/30/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

June 11, 2020

Regional Flood Control District

By: Lawrence L Brown III
Lawrence L. Brown, III,
Chair

Attest

By: Jammy Mellahan for
Deanna Hughes
Secretary to the Board

Approved as to Form

By: [signature] June 11, 2020
Christopher Figgins Date
Chief Deputy District Attorney

CITY OF LAS VEGAS
MAINTENANCE WORK PLAN SUMMARY
FISCAL YEAR 2020 -2021

Master Plan Facility ID	MWP Facility Number	Facility Description	Cost
CACH, CABZ, CACN, LVBZ	LV51	Cedar Avenue Channel/Nellis System	$100,000.00
GONO, GOSO, GOOF, GOCR, GOLM, GOBU, GOBW, APDG, APOF, APP1, GOTE, GO02, APNO, APSP, APBE, APSO, APMD, GOBE, GOL2, GOL3, GOL4, GOL5, APFH, APAD, APCB, APD3, GOWC, GODU, GOLB, GOLO, GOBX, APD2, GOB3, APM5	LV52	Gowan/Angel Park/Lone Mountain System	$815,000.00
LVLM, LVSR, LV15, LVOW, LVRA, LVPK	LV53	Lake Mead/Smoke Ranch/Washington System	$100,000.00
LVMD	LV54	Las Vegas Wash System	$700,000.00
LCME, MECH, MEAL, MEPA, MEOK	LV55	Meadows/Oakey System	$100,000.00
LCLT, WAPR, FWUP, LVWH, FW15, FWOK, FWWL, FWCH, FWSH, LCLO, WAGC, CHRA, LCCH, FWRR, FWR2	LV56	Washington Avenue/Las Vegas Creek System	$385,000.00
RCHO, ANWE, RCHB, RCBC, EKDB, GOAN, CNGT, CNKC, EKHU, BCHU, TSDB, MSNV, LVMJ, LVDE, LVMD, CN95, EKBU, RACO, BRDB, ANRB, CNWE, MOHU, MOIR, MOLC	LV57	US 95/Outer Beltway/Ann Road System	$1,000,000.00
		TOTAL	$3,200,000.00

Exhibit A

Oh Sang Kwon — 4/1/2020
Engineering Project Manager — Date

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2020-2021

MWP Facility #: LV51

Facility Name: Cedar Avenue Channel/Nellis System

MP Facility ID: CACH 0000 - 0148,
CABZ 0000 - 0010, CACN 0000 - 0049,
LVBZ 0166 - 0223

Entity: City of Las Vegas

Date Prepared: 4/1/2020

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-21
FA	05	Inspect Channels	$1,000.00				Jun-21
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal	$5,000.00				Jun-21
FA	10	Clean and Reshape Channels/Levees	$15,000.00				Jun-21
FA	15	Repair Lined Channel	$5,000.00				Jun-21
	20	Erosion Control and Repair	$10,000.00				Jun-21
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
	35	Fence Repair	$10,000.00				Jun-21
	40	Vegetation Control - Chemical	$5,000.00				Jun-21
	45	Vegetation Control - Mechanical	$10,000.00				Jun-21
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$10,000.00				Jun-21
	60	Repair Inlet/Outlet Structures					
FA	65	Clean Storm Sewer Lines	$2,000.00				Jun-21
FA	70	Storm Sewer Repair	$1,000.00				Jun-21
FA	75	Clean/Flush Culverts & Bridges	$2,000.00				Jun-21
FA	80	Miscellaneous Work Activities	$13,000.00				Jun-21
FA	85	Engineering	$1,000.00				Jun-21
FA	90	Homeless Encampment Cleanup	$5,000.00				Jun-21
		TOTALS	$100,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Cleaned Cedar Avenue channel twice a year (CACH 0000-0148) and graffiti removal. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Inspect and clean storm drain facilities. Clean open channel twice a year (CACH 0000-0148) and graffiti removal. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2020-2021

MWP Facility #: LV52
Facility Name: Gowan/Angel Pk/Lone Mtn System
MP Facility ID: GONO 0000 - 0110, GOSO 0000 - 0462, GODU 0000 - 0050, GOL5 0000-0032
GOOF 0427 - 0775, GOCR 0180 - 0201, GOLB 0000 - 0030, GOL3 0000-0214
GOLM 0000 - 0277, GOBU 0000 - 0136, GOBW 0051-0310, GOBX 0000-0009
APDG 0000 - 0060, APOF 0000 - 0124, APP1 0000 - 0056, GOTE 0000, GOB3 0000
GO02 0000 - 0257, APNO 0015, APNO 0012, GOLO 0152-0332, APNO 0001-0004
APSP 0000 - 0183, APBE 0000 - 0122, APSO 0000, APSO 0020, GOBE 0000-0139
APSO 0204, APSO 0254, APSO 0255, APSO 0345, APMD 0027, APD2 0000 - 0002
APMD 0132, APMD 0190 - 0258, GOL2 0000 - 0014, APD3 0000 - 0021, GOWC 0000, APCB 0000-0080
GOL4 0000 - 0026, APFH 0000 - 0089, APM5 0000-0047, APM5 0047, APAD 0000 - 0225

Entity: City of Las Vegas
Date Prepared: 4/1/2020

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-21
FA	05	Inspect Channels	$6,000.00				Jun-21
FA	06	Inspect Levees/Detention and Debris Basins	$5,000.00				Jun-21
FA	08	Species Survey and Removal	$5,000.00				Jun-21
	10	Clean and Reshape Channels/Levees	$12,000.00				Jun-21
FA	13	Repair Lined Channel	$500,000.00				Jun-21
FA	20	Erosion Control and Repair	$20,000.00				Jun-21
FA	21	Provide/Maintain Dust Control	$5,000.00				Jun-21
FA	25	Clean Detention Debris Basins	$40,000.00				Jun-21
FA	35	Fence Repair	$30,000.00				Jun-21
	40	Vegetation Control - Chemical	$2,000.00				Jun-21
FA	45	Vegetation Control - Mechanical	$10,000.00				Jun-21
	50	Maintain Access Road	$5,000.00				Jun-21
FA	55	Clean & Inspect Inlet/Outlet Structures	$20,000.00				Jun-21
FA	60	Repair Inlet/Outlet Structures	$20,000.00				Jun-21
	65	Clean Storm Sewer Lines	$10,000.00				Jun-21
FA	70	Storm Sewer Repair	$20,000.00				Jun-21
FA	75	Clean/Flush Culverts & Bridges	$50,000.00				Jun-21
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-21
FA	85	Engineering	$30,000.00				Jun-21
FA	90	Homeless Encampment Cleanup	$10,000.00				Jun-21
		TOTALS	$815,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Graffiti and trash removed. Constructed maintenance access road to Gowan South and North DB outfalls. Vegetation control and sediment removed throughout the detention basins. Routine maintenance work.

Work to be completed during current Fiscal Year:

Repair section of damaged concrete channel (GOBE0001). Re-grout and replace joint seals along Cheyenne Channel. Graffiti and trash removal. Vegetation control and sediment removal throughout the detention basins. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2020-2021

MWP Facility #: LV53

Facility Name: Lake Mead/Smoke Ranch/Washington System

MP Facility ID: LVLM 0336 - 0525, LVSR 0312 - 0525, LV15 0284 - 0474, LVOW 0000 - 0355, LVRA 0000 - 0066, LVPK 0000 - 0130

Entity: City of Las Vegas

Date Prepared: 4/1/2020

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-21
FA	05	Inspect Channels	$10,000.00				Jun-21
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$2,500.00				Jun-21
FA	15	Repair Lined Channel	$3,500.00				Jun-21
	20	Erosion Control and Repair					
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
FA	35	Fence Repair	$2,000.00				Jun-21
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical					
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$16,000.00				Jun-21
FA	60	Repair Inlet/Outlet Structures	$5,000.00				Jun-21
FA	65	Clean Storm Sewer Lines	$2,500.00				Jun-21
FA	70	Storm Sewer Repair	$28,000.00				Jun-21
	75	Clean/Flush Culverts & Bridges	$15,000.00				Jun-21
FA	80	Miscellaneous Work Activities	$2,500.00				Jun-21
FA	85	Engineering	$3,000.00				Jun-21
FA	90	Homeless Encampment Cleanup	$5,000.00				Jun-21
		TOTALS	$100,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:
Removed debris and cleaned drop inlets. Routine maintenance work activities.

Work to be completed during current Fiscal Year:
Remove debris, clean drop inlets, and repair any damages. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2020-2021

MWP Facility #: LV54
Facility Name: Las Vegas Wash System
MP Facility ID: LVMD 1069 - 1354

Entity: City of Las Vegas
Date Prepared: 4/1/2020

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-21
FA	05	Inspect Channels	$20,000.00				Jun-21
	06	Inspect Levees/Detention and Debris Basins					
FA	08	Species Survey and Removal	$15,000.00				Jun-21
FA	10	Clean and Reshape Channels/Levees	$85,000.00				Jun-21
FA	15	Repair Lined Channel	$300,000.00				Jun-21
	20	Erosion Control and Repair	$5,000.00				Jun-21
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
FA	35	Fence Repair	$20,000.00				Jun-21
	40	Vegetation Control - Chemical					
FA	45	Vegetation Control - Mechanical	$173,000.00				Jun-21
	50	Maintain Access Road	$2,000.00				Jun-21
	55	Clean & Inspect Inlet/Outlet Structures					
	60	Repair Inlet/Outlet Structures					
	65	Clean Storm Sewer Lines					
FA	70	Storm Sewer Repair	$5,000.00				Jun-21
FA	75	Clean/Flush Culverts & Bridges	$5,000.00				Jun-21
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-21
FA	85	Engineering	$30,000.00				Jun-21
FA	90	Homeless Encampment Cleanup	$20,000.00				Jun-21
		TOTALS	$700,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Bi-annual vegetation control and erosion control along the Las Vegas Wash. Cleaned homeless encampment. Removed sediments and trash.

Work to be completed during current Fiscal Year:

Address standing water at the Bonanza system Outlet. Reset Riprap along the wash from Bonanza to Washington. Repair damaged gabion met. Homeless encampment cleanup. Provide bi-annual vegetation control. Continue with the sediment removal. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2020-2021

MWP Facility #: LV55
Facility Name: Meadows/Oakey System
MP Facility ID: LCME 0000 - 0085, MECH 0108 - 0420, MEAL 0000 - 0258, MEPA 0000 - 0025, MEOK 0000 - 0217

Entity: City of Las Vegas
Date Prepared: 4/1/2020

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-21
	05	Inspect Channels	$1,000.00				Jun-21
	06	Inspect Levees/Detention and Debris Basins	$1,000.00				Jun-21
	08	Species Survey and Removal	$2,000.00				Jun-21
FA	10	Clean and Reshape Channels/Levees	$10,000.00				Jun-21
FA	15	Repair Lined Channel	$6,000.00				Jun-21
	20	Erosion Control and Repair	$7,500.00				Jun-21
	21	Provide/Maintain Dust Control					
FA	25	Clean Detention Debris Basins	$10,000.00				Jun-21
	35	Fence Repair	$2,000.00				Jun-21
	40	Vegetation Control - Chemical	$2,000.00				Jun-21
	45	Vegetation Control - Mechanical	$5,000.00				Jun-21
FA	50	Maintain Access Road	$5,000.00				Jun-21
FA	55	Clean & Inspect Inlet/Outlet Structures	$8,000.00				Jun-21
FA	60	Repair Inlet/Outlet Structures	$8,000.00				Jun-21
	65	Clean Storm Sewer Lines	$2,000.00				Jun-21
FA	70	Storm Sewer Repair	$7,500.00				Jun-21
FA	75	Clean/Flush Culverts & Bridges	$1,000.00				Jun-21
FA	80	Miscellaneous Work Activities	$2,000.00				Jun-21
FA	85	Engineering	$5,000.00				Jun-21
FA	90	Homeless Encampment Cleanup	$5,000.00				Jun-21
		TOTALS	$100,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Removed sediment and Vegetation control from Oakey DB and Meadows DB. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Continue to repair and clean storm drain facilites. Remove sediment and vegetation from the detention basins. Repair embankment erosions in the detention basins. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2020-2021

MWP Facility #: LV56

Facility Name: Washington Ave/Las Vegas Creek System

MP Facility ID: LCLT 0000 - 0034, WAPR 0000 - 0132, FWRR 0000-0010 FWUP 0000 - 0100, LVWH 0086 - 0484, FWR2 0000-0020 FW15 0000 - 0301, FWOK 0000 - 0100, FWWL 0000, FWCH 0000 - 0060, FWSH 0000, LCCH 0513 - 0543, LCLO 0000 - 0054, WAGC 0000 - 0060, CHRA 0000 - 0014

Entity: City of Las Vegas

Date Prepared: 4/1/2020

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-21
FA	05	Inspect Channels	$10,000.00				Jun-21
	06	Inspect Levees/Detention and Debris Basins	$2,000.00				Jun-21
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$57,500.00				Jun-21
FA	15	Repair Lined Channel	$50,000.00				Jun-21
	20	Erosion Control and Repair	$5,000.00				Jun-21
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins	$10,000.00				Jun-21
	35	Fence Repair	$5,000.00				Jun-21
	40	Vegetation Control - Chemical	$2,000.00				Jun-21
	45	Vegetation Control - Mechanical	$2,000.00				Jun-21
	50	Maintain Access Road	$1,000.00				Jun-21
FA	55	Clean & Inspect Inlet/Outlet Structures	$40,000.00				Jun-21
FA	60	Repair Inlet/Outlet Structures	$60,000.00				Jun-21
FA	65	Clean Storm Sewer Lines	$10,000.00				Jun-21
FA	70	Storm Sewer Repair	$7,500.00				Jun-21
FA	75	Clean/Flush Culverts & Bridges	$25,000.00				Jun-21
FA	80	Miscellaneous Work Activities	$5,000.00				Jun-21
FA	85	Engineering	$8,000.00				Jun-21
FA	90	Homeless Encampment Cleanup	$75,000.00				Jun-21
		TOTALS	$385,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Removed and cleared vegetation from the Rainbow Detention Basins. Removed sediments and cleared vegetation from the Freeway Channel openings along I-15 and Veterans Memorial Drive. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Install trash racks on LCCH0518, FW150214 and FWR20000 to deter homeless encampment. Remove sediments and clear vegetation from the Freeway Channel openings along I-15 and Veterans Memorial Drive. Clean Las Vegas Creek Channel. Homeless encampment cleanup. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2020-2021

MWP Facility #: LV57
Facility Name: US95/OuterBeltway/Ann Road System
MP Facility ID: RCHO 0000 - 0071, ANWE 0127 - 0385, CNWE 0020-0314
RCHB 0171 - 0295, RCHB 0120, RCHB 0000-0075, RCBC 0000-0140
EKDB 0000 - 0070, GOAN 0000 - 0061, GOAN 0065-0127
CNGT 0000 - 0247, CNKC 0000 - 0050, LVMD 2324 - 2789
EKHU 0003 - 0023, BCHU 0000 - 0054, ANRB 0000-0050
MSNV 0000, LVMJ 0000-0100, LVDE 0000-0027, MOHU 0167-0180
CN95 0000 - 0333, EKBU 0000, LVMD 3313-3316, MOIR 0085-0099
RACO 0000-0064, BRDB 0000-0058, TSDB 0000-0012, MOLC 0149

Entity: City of Las Vegas
Date Prepared: 4/1/2020

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-21
	05	Inspect Channels	$5,000.00				Jun-21
	06	Inspect Levees/Detention and Debris Basins	$5,000.00				Jun-21
	08	Species Survey and Removal	$2,000.00				Jun-21
	10	Clean and Reshape Channels/Levees	$5,000.00				Jun-21
FA	15	Repair Lined Channel	$50,000.00				Jun-21
FA	20	Erosion Control and Repair	$105,000.00				Jun-21
FA	21	Provide/Maintain Dust Control	$50,000.00				Jun-21
FA	25	Clean Detention Debris Basins	$470,000.00				Jun-21
FA	35	Fence Repair	$20,000.00				Jun-21
	40	Vegetation Control - Chemical	$5,000.00				Jun-21
	45	Vegetation Control - Mechanical	$5,000.00				Jun-21
FA	50	Maintain Access Road	$50,000.00				Jun-21
FA	55	Clean & Inspect Inlet/Outlet Structures	$40,000.00				Jun-21
FA	60	Repair Inlet/Outlet Structures	$100,000.00				Jun-21
FA	65	Clean Storm Sewer Lines	$20,000.00				Jun-21
FA	70	Storm Sewer Repair	$20,000.00				Jun-21
FA	75	Clean/Flush Culverts & Bridges	$10,000.00				Jun-21
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-21
FA	85	Engineering	$8,000.00				Jun-21
FA	90	Homeless Encampment Cleanup	$10,000.00				Jun-21
		TOTALS	$1,000,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

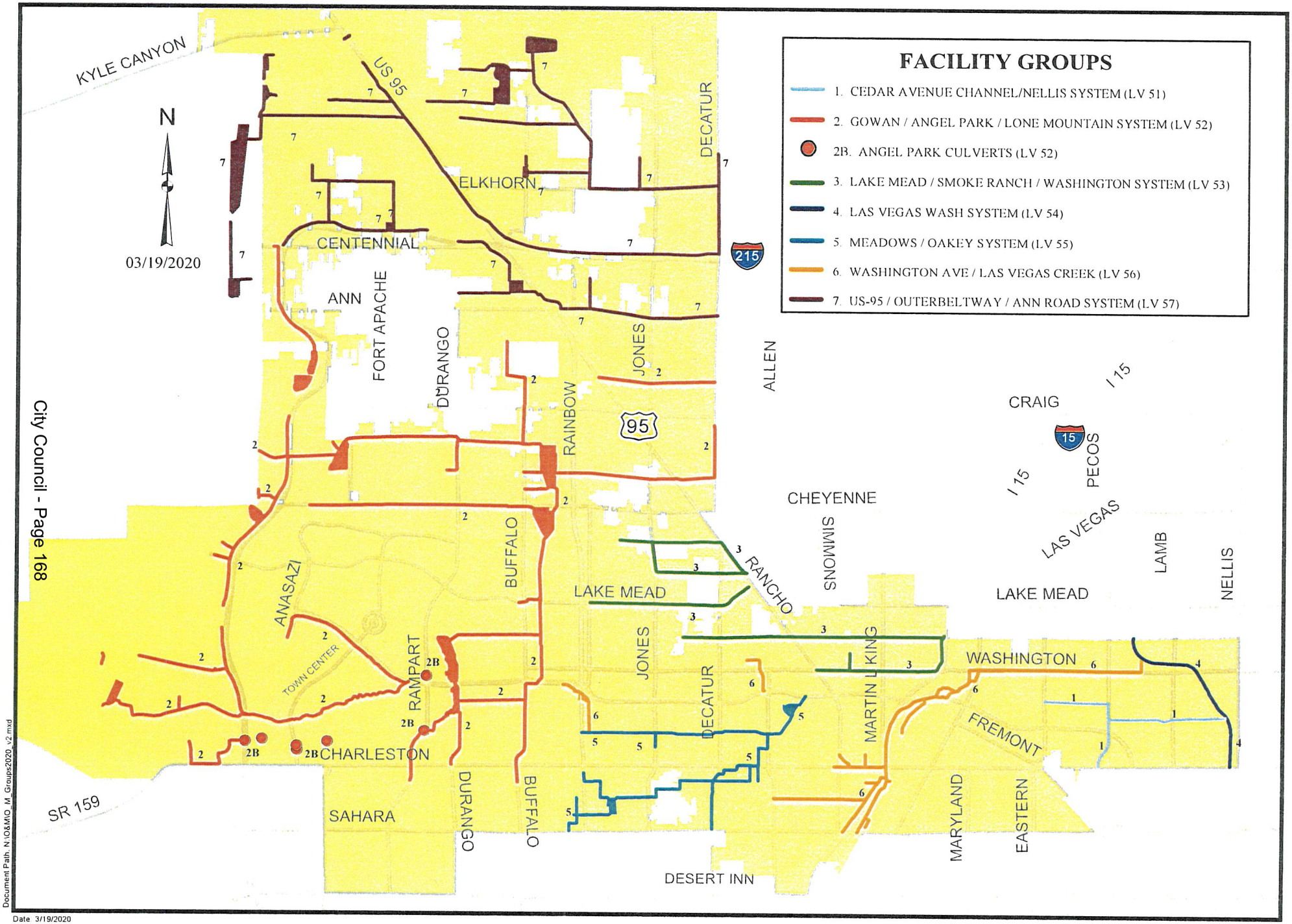
Work completed during prior Fiscal Year:

Removed debris, sediment, and vegetation control in various detention basins. Installed new monitoring station to Kyle Canyon DB. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Sediment and vegetation removal from the detention basins. Secure access to Kyle Canyon DB. Add access block and chain to Skye Canyon DB1. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541



City Council - Page 168

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Date 3/19/2020

OPERATION AND MAINTENANCE PROJECTS

EXHIBIT B

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
23

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Fourth Supplemental Interlocal Contract LAS23F14 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date from June 30, 2020 to June 30, 2021 and reduce project funding for engineering design of the Centennial Parkway Channel West - CC215, Pioneer Way to US95 Project - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On November 13, 2014, the CCRFCD approved an interlocal contract for construction and construction management associated with the Centennial Parkway Channel West - CC215, Pioneer Way to US95 Project. A First Supplemental Interlocal Contract dated September 10, 2015 decreased funding. A Second Supplemental Interlocal Contract dated May 24, 2018 extended the project completion date. A Third Supplemental Interlocal Contract extended the project completion date. This Fourth Supplemental Interlocal Contract will extend the contract expriation date from June 30, 2020 to June 30, 2021. Additional time is necessary to complete the project. The CCRFCD approved this interlocal contract at their June 11, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Fourth Supplemental Interlocal Contract LAS23F14

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
CENTENNIAL PARKWAY CHANNEL WEST –
CC215, PIONEER WAY TO US95

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 11th day of June, 2020 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number CNWE 0301 and CNWE 0304, 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 November 13, 2014, First Supplemental Interlocal Contract dated September 10, 2015, Second Supplemental Interlocal Contract dated May 24, 2018 and Third Supplemental Interlocal Contract dated April 11, 2019 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to extend the project completion date and reduce funding for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - 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 $557,066.

2. Construction at a cost not to exceed $12,702,818.

3. The total cost of the contract shall not exceed $13,259,884 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraphs 16 and 17 shall be revised to read as follows:

16. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRCIT prior to June 30, 2021. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

17. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The remainder of the original Interlocal Contract dated November 13, 2014, First Supplemental Interlocal Contract dated September 10, 2015, Second Supplemental Interlocal Contract dated May 24, 2018 and Third Supplemental Interlocal Contract dated April 11, 2019 shall remain unchanged.

///

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 6/30/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

June 11, 2020

Regional Flood Control District

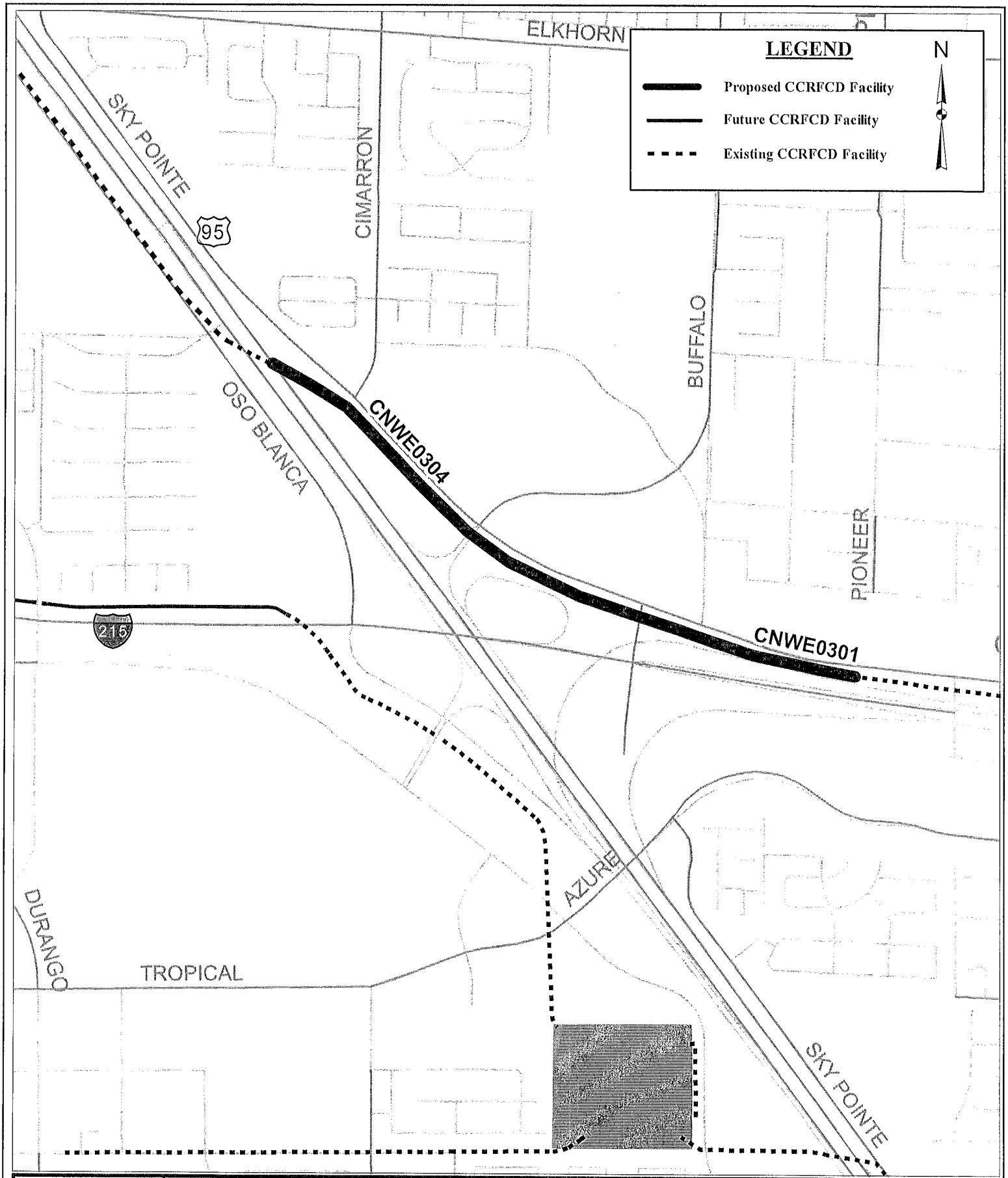
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: Tammy McMahan for
Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher Figgins Jun 11, 2020
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
CENTENNIAL PKWY CHANNEL WEST
CC 215, PIONEER WAY TO US95

(LAS23F14)

SCALE: 1:12,000
DRAWING NAME: CentennialPkwyWest_215_Pioneer_95.mxd
DRAWN BY: C. JONES
DATE: 05/07/2020
SHEET NUMBER 1 OF 1

Document Path: Q:\EXHIBIT_PROJECTS\RFCD\CentennialPkwyWest_215_Pioneer_95.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
24

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve staff to acquire right-of-way, easements and other property rights for the Harris Avenue - Bruce to Wardelle Project, multiple APNs ($120,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 3 (Diaz)

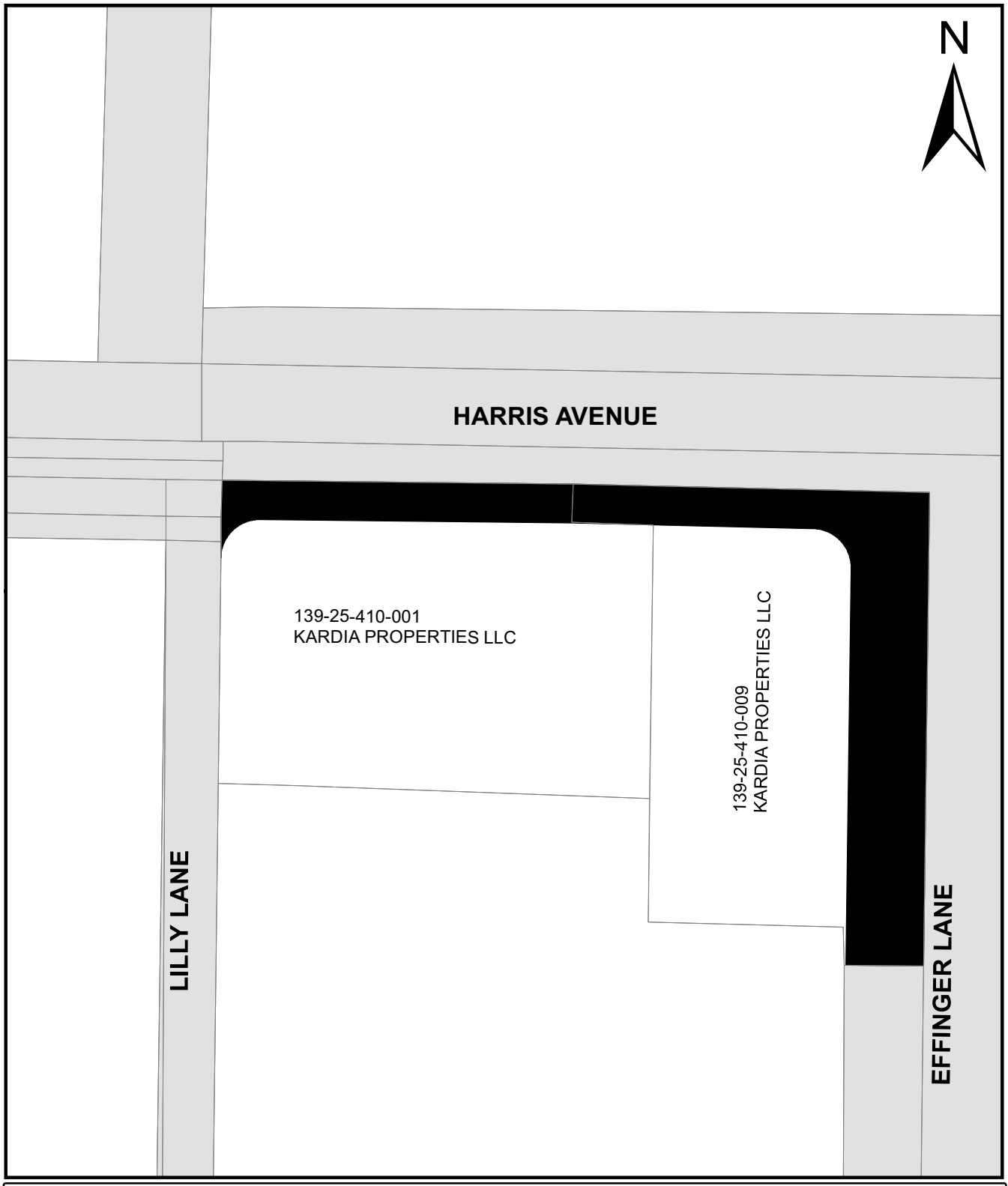
FISCAL IMPACT:
Budget Funds Available
Amount: $120,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
The partial acquisition of property rights is needed to construct sidewalk and sidewalk ramps, walking paths, bike lanes, lighting, crosswalk improvements, paving and striping modifications along Harris Avenue, from Bruce Street to Mojave Road; APNs 139-25-410-001, 139-25-410-009, 139-25-410-010, 139-25-410-017,139-25-410-018, 139-25-410-026 and 139-26-810-002.

RECOMMENDATION:
Approval. If approved, the Director of Public Works or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney related to the acquisition of real property and other property rights.

BACKUP DOCUMENTATION:
1. Exhibit A
2. Exhibit B
3. Exhibit C
4. Exhibit D

EXHIBIT A



HARRIS AVENUE PROJECT - BRUCE STREET TO MOJAVE ROAD

LEGEND

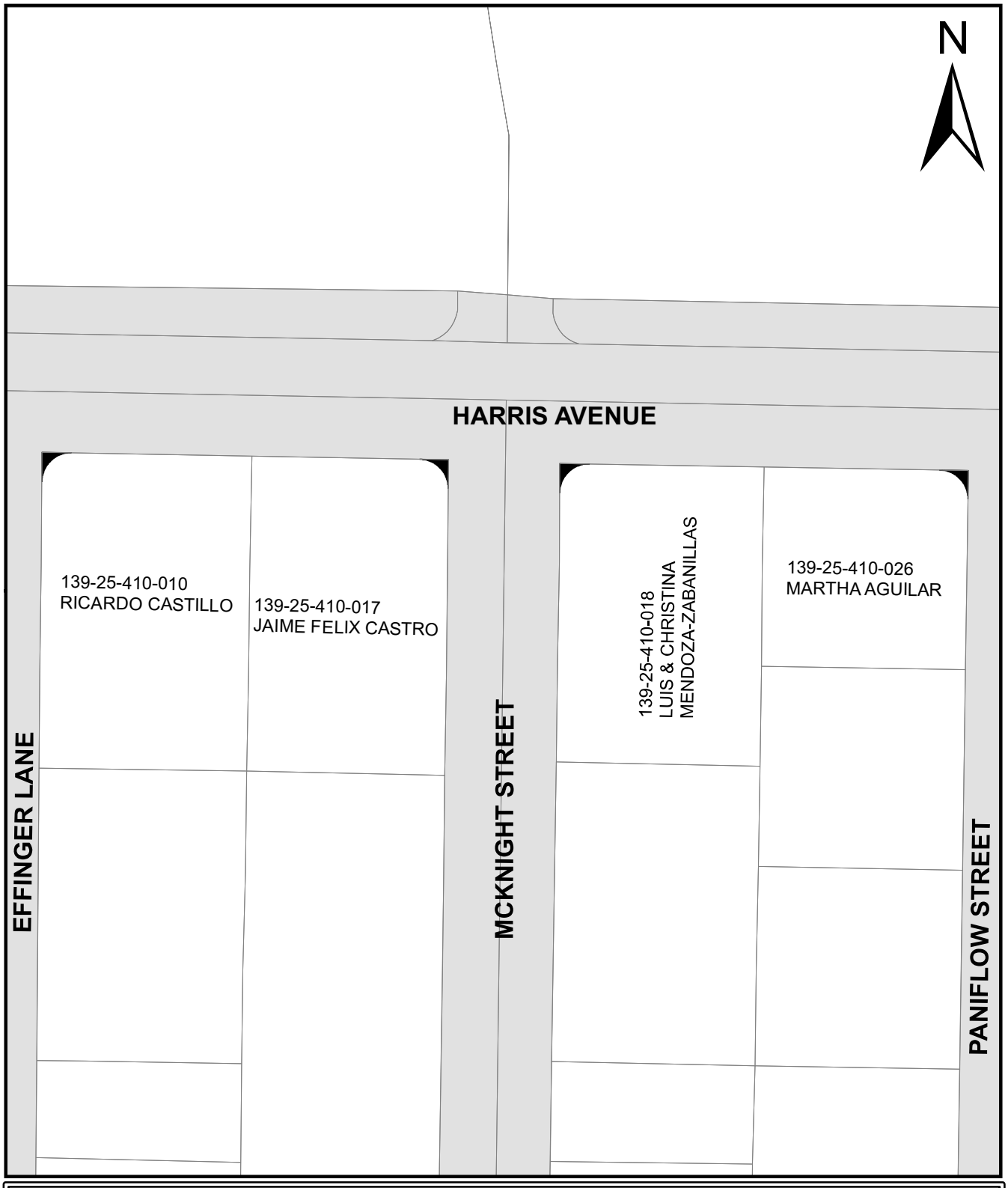
■ Area to be acquired

OWNER: KARDIA PROPERTIES LLC
PARCEL NO: 139-25-410-001 & 139-25-410-009
SECTION, TOWNSHIP, RANGE: SECTION 25, T. 20 S., R 61 E.
ACQUISITION AREA: 9,645 sf +-

CITY OF LAS VEGAS NEVADA

Date: 7/9/2020

EXHIBIT B



LEGEND

Area to be acquired

HARRIS AVENUE PROJECT - BRUCE STREET TO MOJAVE ROAD

PARCEL NO(S): 139-25-410-010 & 139-25-410-017
139-25-410-018 & 139-25-410-026

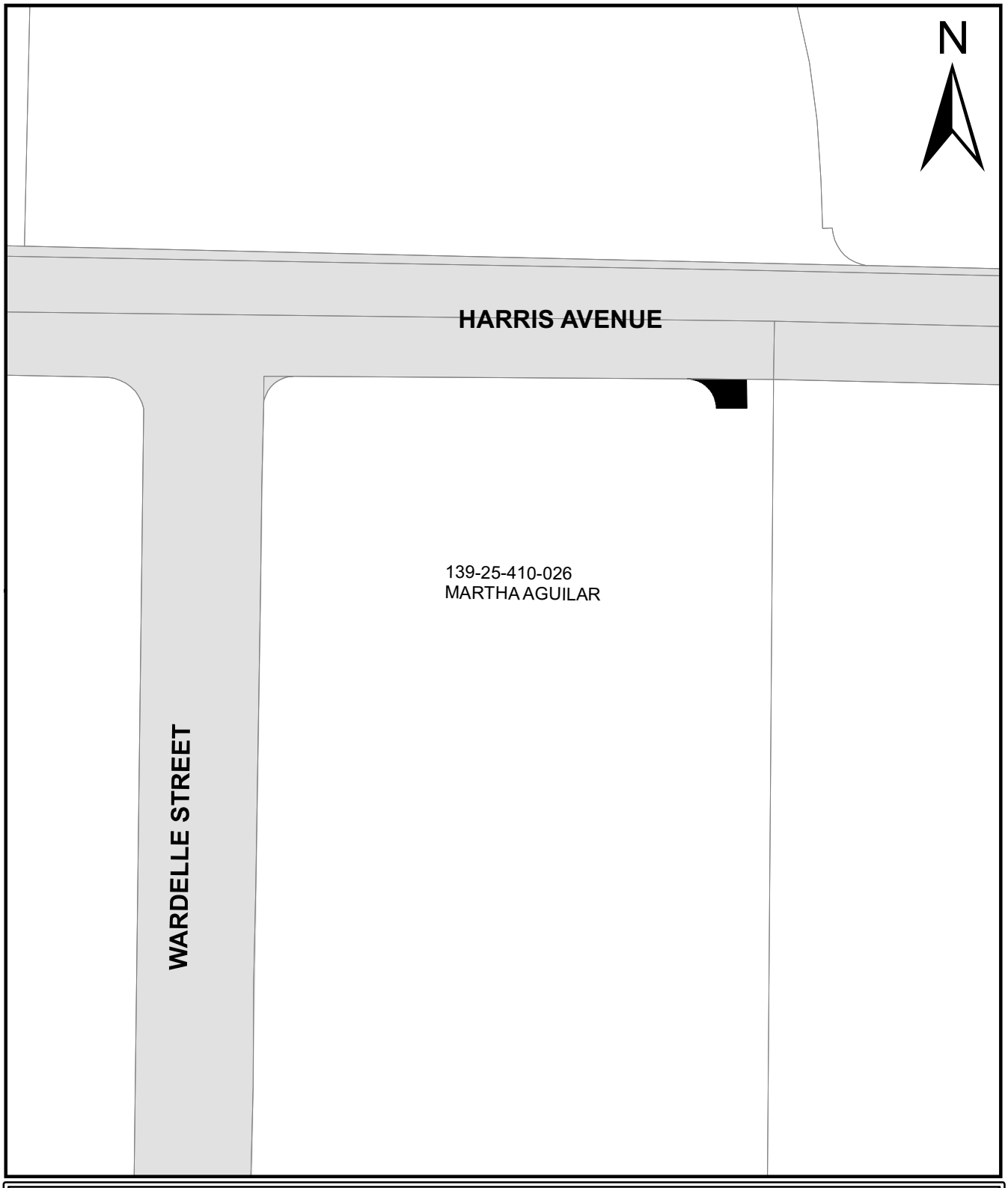
SECTION, TOWNSHIP, RANGE: SECTION 25, T. 20 S., R 61 E.

ACQUISITION AREA: 112 sf +- each

CITY OF LAS VEGAS NEVADA

Date: 7/9/2020

EXHIBIT C



HARRIS AVENUE PROJECT - BRUCE STREET TO MOJAVE ROAD

LEGEND

Area to be acquired

PARCEL NO: 139-25-410-026

OWNER: MARTHA AGUILAR

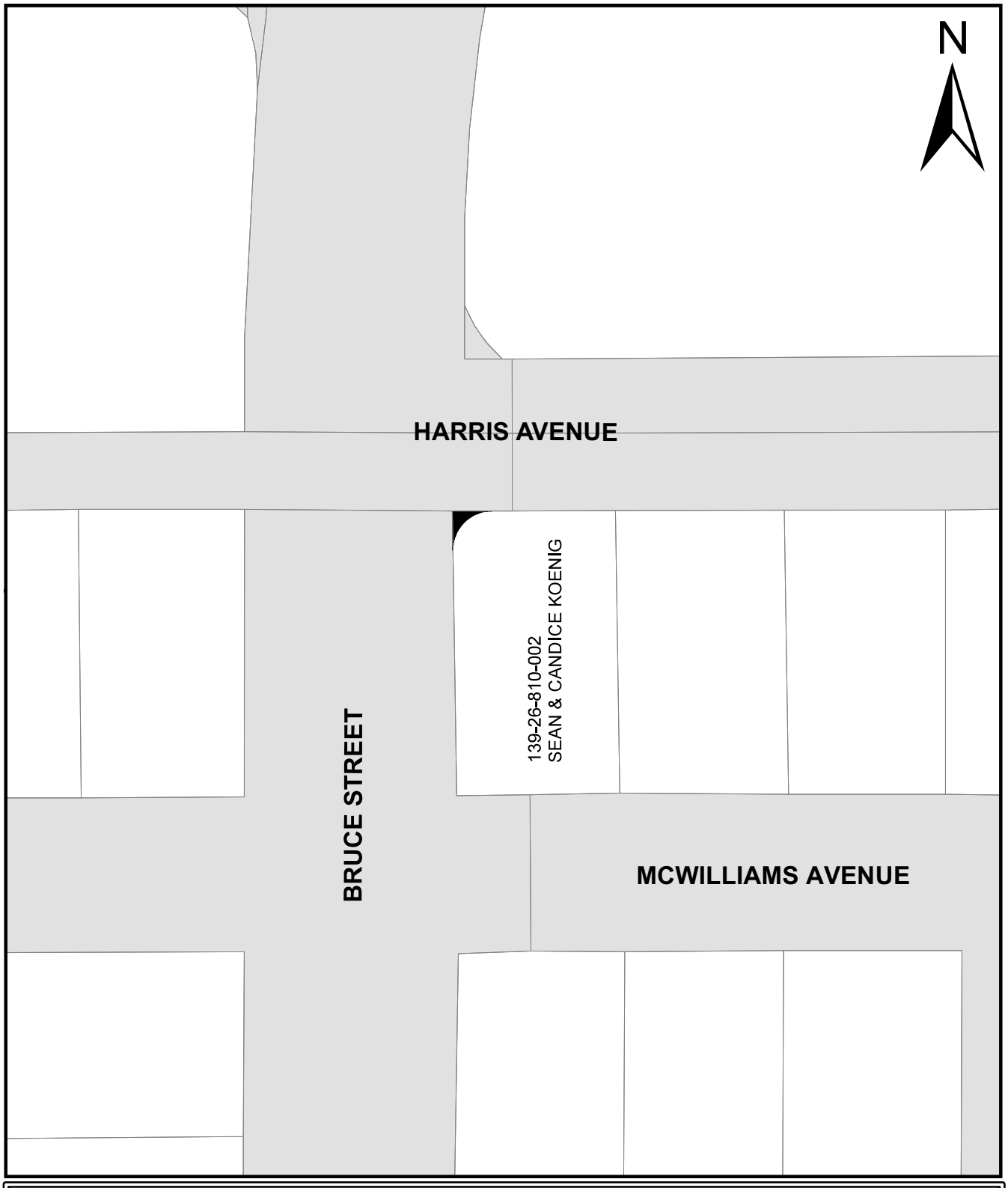
SECTION, TOWNSHIP, RANGE: SECTION 25, T. 20 S., R 61 E.

ACQUISITION AREA: 337 sf +-

CITY OF LAS VEGAS NEVADA

Date: 7/9/2020

EXHIBIT D



HARRIS AVENUE PROJECT - BRUCE STREET TO MOJAVE ROAD

LEGEND

Area to be acquired

OWNER: SEAN & CANDICE KOENIG
PARCEL NO: 139-26-810-002
SECTION, TOWNSHIP, RANGE: SECTION 26, T. 20 S., R 61 E.
ACQUISITION AREA: 112sf +-

Date: 7/9/2020

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
25

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve an interlocal agreement between the City of Las Vegas (CLV) and Clark County (County) to provide the adjustment of two (2) sewer siphon vaults located near the Las Vegas Wash and Sloan Lane as part of the CLV Sandhill-Owens Relief Sewer Project - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The County wishes to have the CLV complete all design, construction and construction management activities for the completion of the adjustment of two (2) existing sanitary sewer siphon vaults located near the Las Vegas Wash and Sloan Lane as part of the CLV Sandhill-Owens Relief Sewer Project. The total estimated interlocal agreement amount is $94,782.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND CLARK COUNTY FOR THE CITY OF LAS VEGAS SANDHILL-OWENS RELIEF SEWER PROJECT

THIS INTERLOCAL AGREEMENT ("**Agreement**"), is made by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (the "**County**) and the CITY OF LAS VEGAS, a Nevada municipal corporation (the "**City**"). County and City are sometimes collectively referred to herein as the "**Parties**".

This Agreement is effective on the later of the date ("**Effective Date**") approved by the Board of County Commissioners or the Las Vegas City Council, as long as approval by one is within thirty (30) calendar days of approval by the other.

RECITALS

WHEREAS, Nevada Revised Statute ("**NRS**") Chapter 277.180 provides that one or more public agencies may enter into contracts for the performance of desired services; and

WHEREAS, City is designing and constructing a project known as "CITY OF LAS VEGAS SANDHILL-OWENS RELIEF SEWER" ("**Project**") as generally depicted on **Exhibit "A"**, attached hereto and incorporated herein; and

WHEREAS, County desires to adjust the two (2) existing City sanitary sewer siphon vaults located near the Las Vegas Wash and Sloan Lane as part of the County's Sloan Lane, Vegas Valley Drive to Ruby Creek Drive project ("**Vaults**"); and

WHEREAS, the location of the Vaults is generally depicted on **Exhibit "B"**, attached hereto and incorporated herein; and

WHEREAS, County desires that City design and construct the modifications of the two (2) sanitary sewer siphon vaults and include the Vaults in the Project, including the performance of construction management services; and

WHEREAS, City will select the lowest responsible and responsive bidder ("**Contractor**") via a design-bid-build procurement in conformance with the requirements of **NRS** Chapter 338 to construct the Project; and

WHEREAS, County is willing to pay all costs of the Vaults including, but not limited to, engineering, inspections, quality control, quality assurance, survey, construction, and construction management for the Vaults.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

AGREEMENT

SECTION I. SCOPE OF THE PROJECT

This Agreement applies to design, construction, and construction management for the Vaults. The improvements generally consist of the modification of the two (2) existing sanitary sewer siphon vaults, associated appurtenances, and additional bypass pumping. The improvements shall be funded through County funds as herein described. The Vaults is further identified and shown on the attached **Exhibit "B"**.

SECTION II. VAULTS COSTS

County agrees to fund Vaults costs as follows:

1. The engineering and design costs shall not exceed Fifteen Thousand, Five Hundred Eighty-Two and 00/100 Dollars ($15,582.00).

2. Construction Management, inspections, quality control, quality assurance, and survey at an estimated cost not to exceed ten percent (10%) of the actual construction costs.

3. Construction at an estimated cost of Seventy-Two Thousand and 00/100 Dollars ($72,000.00). Construction amount to be finalized after Project is bid and awarded to Contractor by City.

4. The total cost to the County shall not exceed Ninety-Four Thousand, Seven Hundred Eighty-Two and 00/100 Dollars ($94,782.00), which includes all of the items described in the Items 1, 2, and 3 above, plus ten percent (10%) contingency subject to revision based on the actual bid for the construction of the Project (**"County Cost"**).

5. Subject to the limitations set forth above, the County agrees to pay to the City the County Cost within thirty (30) calendar days after receipt of invoice from the City and after the award of the bid for the Project, except for engineering and design costs set forth in Section II.1 shall be paid within forty-five (45) calendar days upon receipt of invoice from the City. If at any time throughout the duration of this Agreement or the Project, the City, in its sole discretion, determines that the amount provided by the County is not sufficient, then a written request must be made to the County and a Supplemental Interlocal Agreement approved by the County and the City to increase the total cost of the agreement noted above, prior to payment of any additional funds. If the Board of County Commissioners does not approve the necessary funding, then the City is under no obligation to continue with the Vaults.

6. If at any time during the term of this Agreement the City determines that a portion of the funds provided pursuant to this Agreement, will not be needed for the Vaults, then the City will notify the County in writing of the amount of funds that are not anticipated to be used for the Vaults. Upon receipt of said notification the County's obligation to pay the County Cost set forth herein will automatically be reduced by the amount specified in the notification.

SECTION III. GENERAL

1. County, its officers, employees, and agents shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the Project.

2. City, its officers, employees and agents shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the Project.

3. City will require appropriate financial security from Contractor for the construction of the Project.

4. City shall provide the County with the opportunity to provide input relative to the following processes: scope of services development, design, and construction, including review of any Request for Information and Request for Clarification requests that pertain to the Vaults. County will complete review within five (5) business days.

5. City will provide the County an electronic copy of the Issued for Construction documents.

6. Applicable portions of the current editions of the Design and Construction Standards for Wastewater Collection Systems will apply in developing the Vaults unless specifically superseded by this Agreement. If the above standards cannot be met with the design of the Vaults, the City and County will mutually agree to any design outside of the standards.

7. Within thirty (30) calendar days after final written acceptance for the construction of the Vaults, the City agrees to return to the County any funds advanced by the County for the Vaults which are unused and/or unencumbered and/or not needed for cost or expenses associated with the construction of the Vaults.

8. Accurate documentation of all work performed and payments made will be maintained by City for a period of three (3) years in hard copy form after final Project approval and payment. Following the three-year period, City shall keep records for permanent storage in original form, in an electronic format.

9. County reserves the right to review all records pertaining to all projects both during and after Project completion.

10. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liabilities, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either Party shall not be subject to punitive damages. Each Party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder. This Section 10 shall survive any termination or natural expiration of this Agreement.

11. Any costs found to be improperly allocated to the Vaults, as agreed to by both Parties, will be immediately repaid by City to the County.

12. The items detailed in SECTION II - VAULTS COSTS, including construction, must be completed to the satisfaction of County prior to March 15, 2021. The City agrees to add a milestone to the construction contract for the Project which will ensure the timely completion of the Vaults. County may, at any time thereafter, grant extensions or terminate this Agreement after thirty (30) days' written

notice from the County's Director of Public Works. If this Agreement is terminated, then the City will immediately return all unused funds to the County.

13. City will use its best efforts to advertise the bid for this Project by August 1, 2020. City will take all reasonable means to avoid delays in the construction. Project delays more than four (4) months, as measured from the date of Project approval by the City Council, may be subject to a formal review by both County and City. At said review, City will have an opportunity to present information relevant to the delays, measures taken to avoid the delays, and the likelihood of those delays continuing.

14. This Agreement may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties have executed this Agreement 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 6/24/2020

John S. Ridilla Date
Deputy City Attorney

COUNTY OF CLARK, NEVADA

By: _____

Marilyn Kirkpatrick, Chair

Date of Board of County Commissioner Approval: _____

ATTEST:

By: _____

Lynn Marie Goya, County Clerk

APPROVED AS TO FORM:

By: _____ 7/13/2020

Christopher D. Figgins Date

Chief Deputy District Attorney

EXHIBIT 'A'

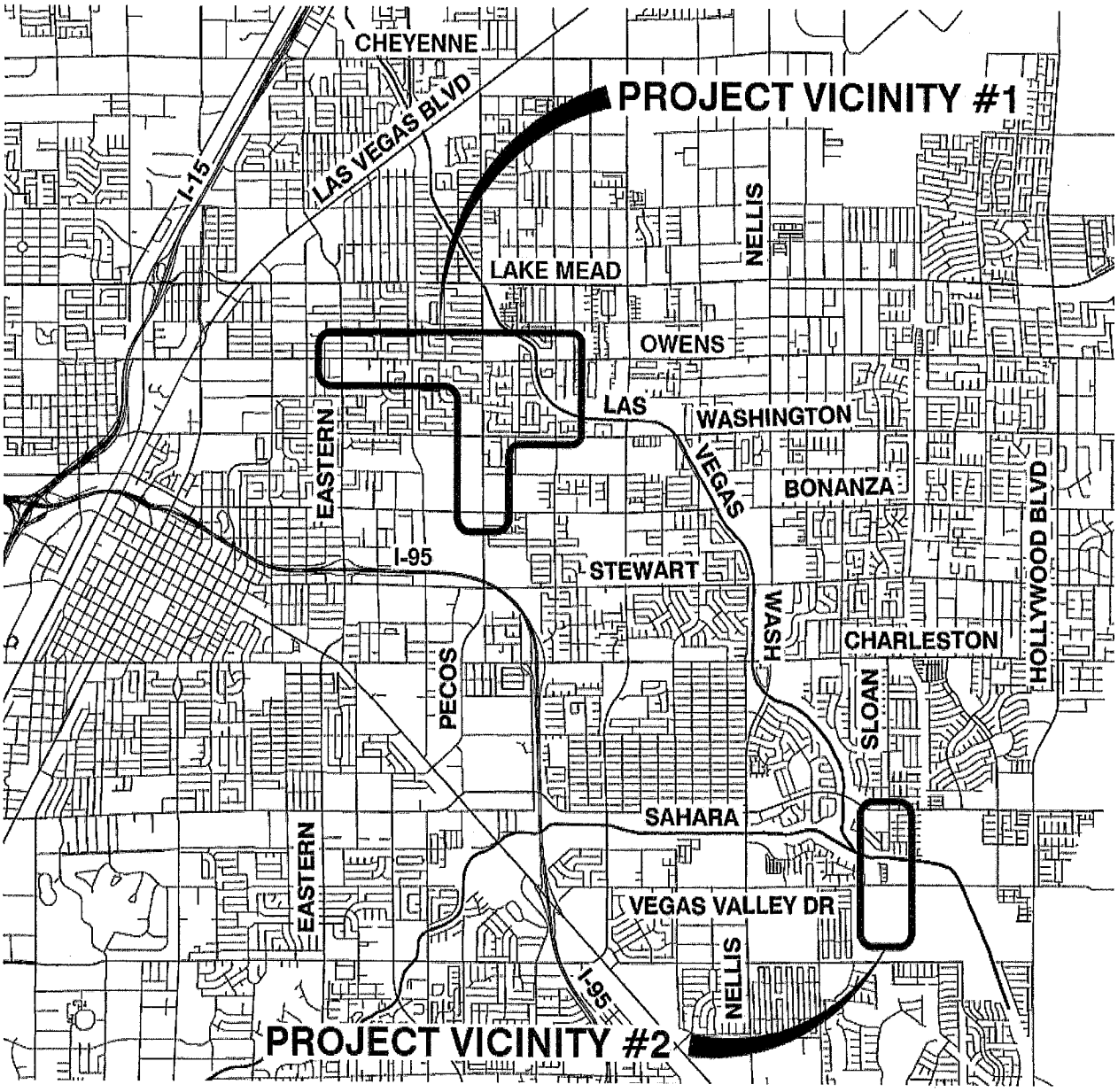
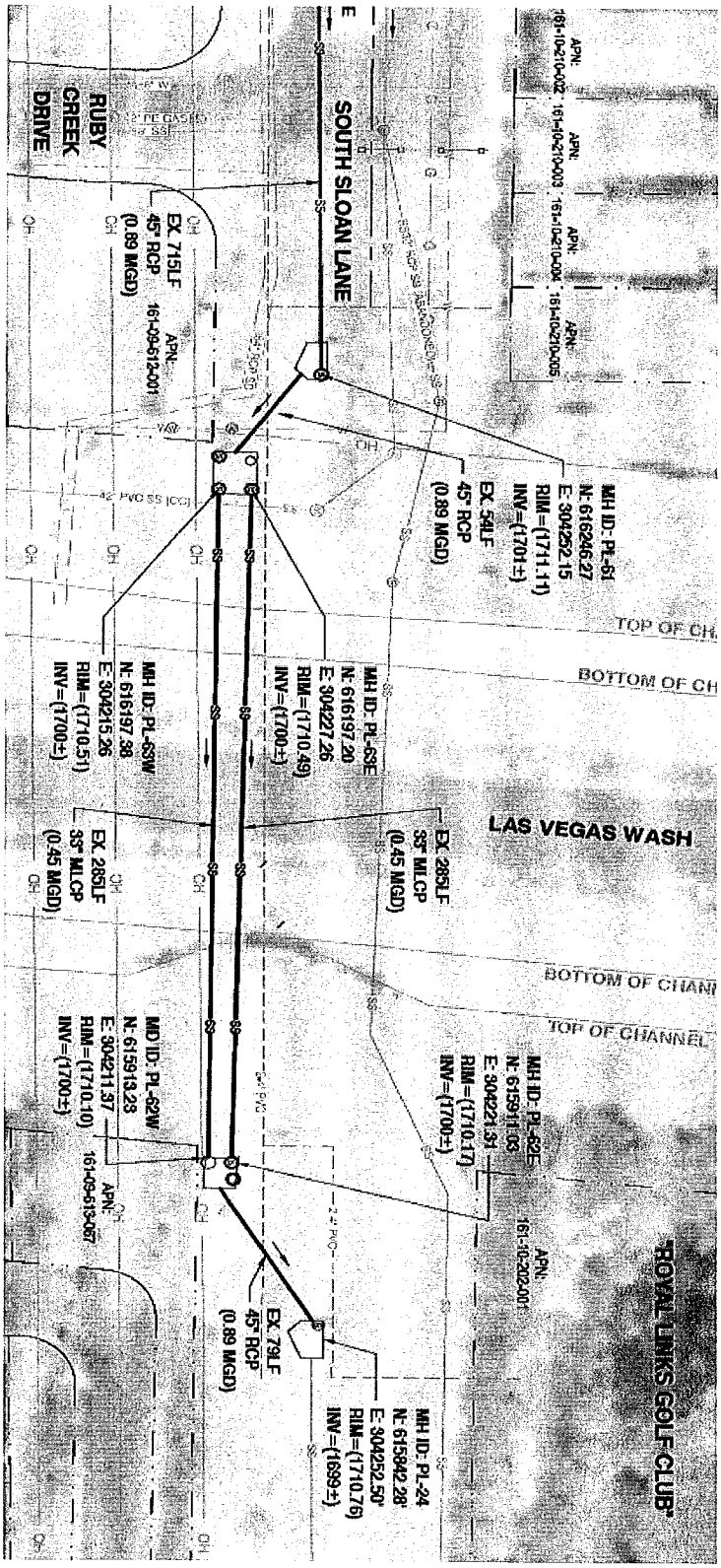

CHEYENNE
PROJECT VICINITY #1
LAS VEGAS BLVD
I-15
NELLIS
LAKE MEAD
OWENS
LAS VEGAS
WASHINGTON
BONANZA
EASTERN
I-95
STEWART
WASH
HOLLYWOOD BLVD
CHARLESTON
PECOS
SLOAN
SAHARA
EASTERN
VEGAS VALLEY DR
NELLIS
I-95
PROJECT VICINITY #2

EXHIBIT 'B'


SOUTH SLOAN LANE
RUBY CREEK DRIVE
LAS VEGAS WASH
"ROYAL LINKS GOLF CLUB"
EX. 715LF 45" RCP (0.89 MGD)
APN: 161-09-513-001
EX. 54LF 45" RCP (0.89 MGD)
MH ID: PL-61 N: 616246.27 E: 304252.15 RIM=(1711.11) INV=(1701±)
EX. 285LF 33" MLCP (0.45 MGD)
MH ID: PL-63E N: 616197.20 E: 304227.26 RIM=(1710.49) INV=(1700±)
MH ID: PL-63W N: 616197.38 E: 304215.26 RIM=(1710.51) INV=(1700±)
EX. 285LF 33" MLCP (0.45 MGD)
MH ID: PL-62W N: 615913.23 E: 304211.37 RIM=(1710.10) INV=(1700±)
APN: 161-03-513-007
MH ID: PL-62E N: 615911.03 E: 304221.31 RIM=(1710.17) INV=(1700±)
APN: 161-10-203-001
EX. 79LF 45" RCP (0.89 MGD)
MH ID: PL-24 N: 615842.28' E: 304252.50' RIM=(1710.76) INV=(1699±)
APN: 161-10-210-002
APN: 161-10-210-003
APN: 161-10-210-004
APN: 161-10-210-005
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AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
26

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract LAS05M20 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for design of the Meadows Detention Basin Upgrade ($154,000 - Road and Flood Capital Project Fund [CPF] - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $154,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Meadows Detention Basin Upgrade is described in the 2018 Master Plan Update as Facility Numbers LCME 0018 and 0021. It is further identified in the CCRFCD's Ten-Year Construction Program with design scheduled to begin in FY 2020-2021. The proposed improvements include expansion of the Meadows Detention Basin to 249-Acre-ft and modification of the existing spillway. The CCRFCD approved this interlocal agreement at their July 9, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract LAS05M20

INTERLOCAL CONTRACT
MEADOWS DETENSION BASIN UPGRADE

THIS INTERLOCAL CONTRACT made and entered into as of the 9th day of July, 2020 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number LCME 0018 and 0021, 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.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Meadows Detention Basin Upgrade. The proposed improvements include expansion of Meadows Detention Basin to 249-Acre-ft and modification of existing spillway. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $130,000.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental in an amount not to exceed $2,000.

4. Entity Design Labor Costs in an amount not to exceed $20,000.

5. The total cost of this Contract shall not exceed $154,000 which includes all the items described in the paragraphs above.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of

the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Predesign Engineering
    b. Design Engineering
    c. Entity Design Labor Costs
    d. Right-of-way
    e. Environmental
    f. Emergency Action Plan
    g. Flood Map Revision
    h. Construction
    i. Construction Management
    j. Entity Construction Management Labor Costs
    k. Landscape Construction
    l. Other

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2023. The DISTRICT may, at any

time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

15. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to form

By: John S. Ridilla 7/13/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

July 9, 2020

Regional Flood Control District

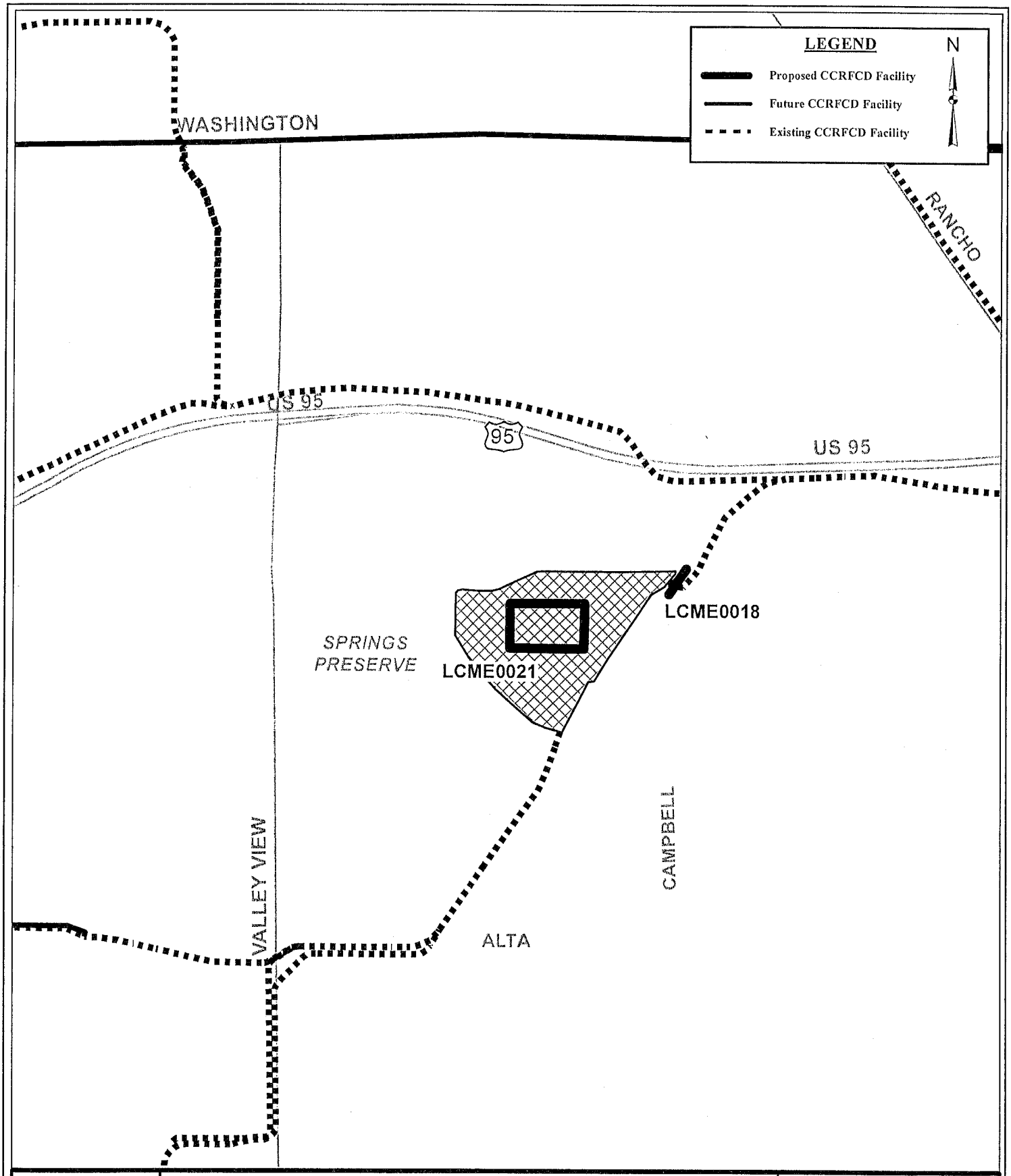
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: Aug 5, 2020
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
MEADOWS DETENTION BASIN UPGRADE
(LAS05M20)

SCALE: 1:10,000
DRAWING NAME:
Meadows_Detention_Basin_Upgrade.mxd
DRAWN BY: C. JONES
DATE: 06/10/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\Meadows_Detention_Basin_Upgrade.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
27

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract LAS19E20 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for design of the Owens Avenue System - Vegas Storm Drain, Shadow Mountain Place to Jones Boulevard ($347,952 - Road and Flood Capital Project Fund [CPF]) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $347,952
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Owens Avenue System - Vegas Storm Drain, Shadow Mountain Place to Jones Boulevard is described in the 2018 Master Plan Update as Facility Number LVOW0360. It is further identified in the CCRFCD's Ten-Year Construction Program with design scheduled to begin in FY 2020-2021. The proposed improvements include design of an 8' x 6' RCB and associated collection facilities along Vegas Drive from Shadow Mountain Place to Jones Boulevard. The CCRFCD approved this interlocal contract at their July 9, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract LAS19E20

INTERLOCAL CONTRACT
OWENS AVENUE SYSTEM – VEGAS STORM DRAIN, SHADOW MOUNTAIN TO JONES

THIS INTERLOCAL CONTRACT made and entered into as of the 9th day of July, 2020 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number LVOW 0360, 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.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Owens Avenue System – Vegas Storm Drain, Shadow Mountain to Jones. The proposed improvements include design of an 8' x 6' RCB and associated collection facilities along Vegas Drive from Shadow Mountain Place to Jones Boulevard. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $243,952.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental in an amount not to exceed $2,000.

4. Entity Design Labor Costs in an amount not to exceed $100,000.

5. The total cost of this Contract shall not exceed $347,952 which includes all the items described in the paragraphs above.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and

needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Predesign Engineering
    b. Design Engineering
    c. Entity Design Labor Costs
    d. Right-of-way
    e. Environmental
    f. Emergency Action Plan
    g. Flood Map Revision
    h. Construction
    i. Construction Management
    j. Entity Construction Management Labor Costs
    k. Landscape Construction
    l. Other

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2023. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

15. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to form

By: John S. Ridilla 7/13/2020
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

July 9, 2020

Regional Flood Control District

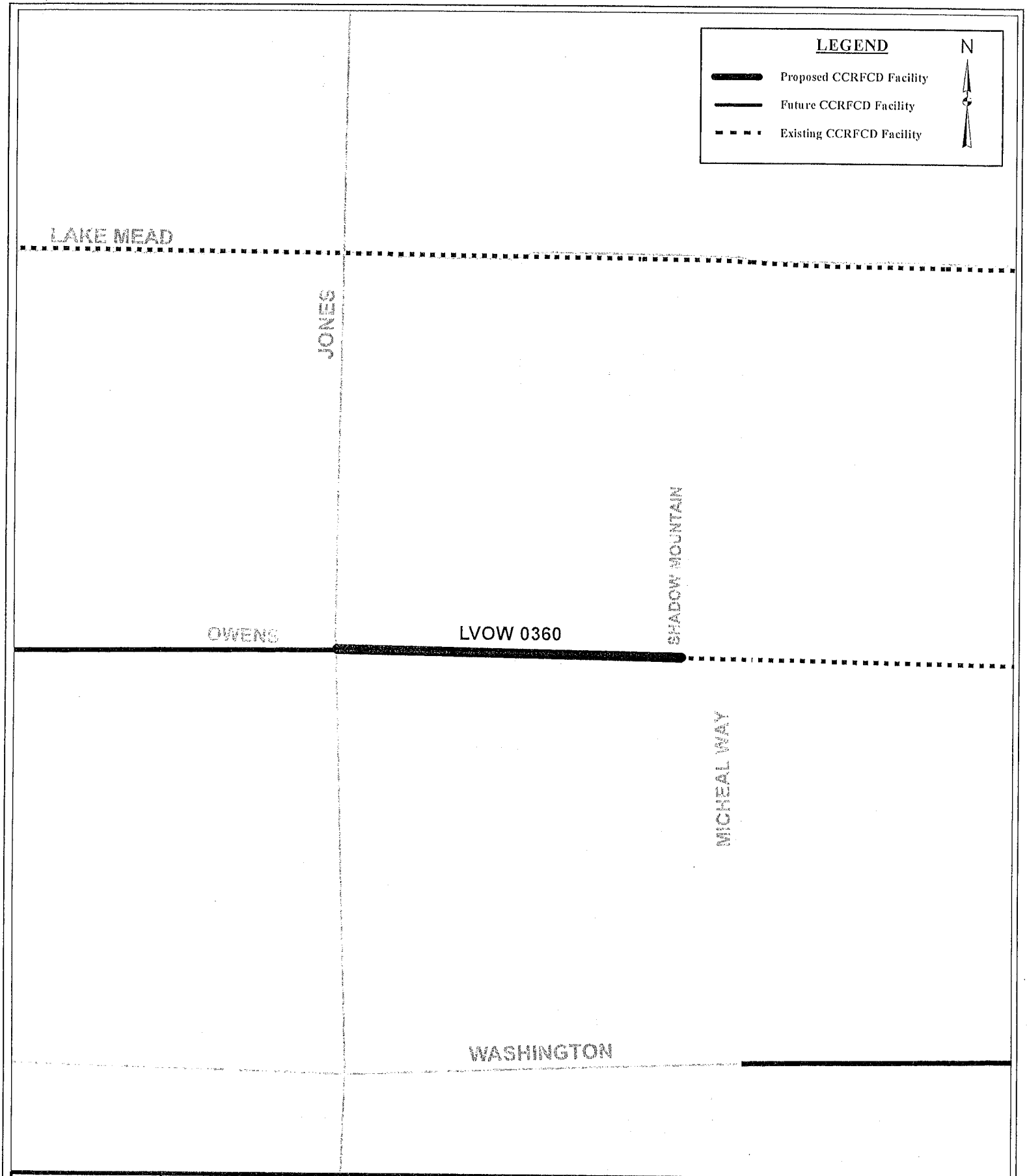
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: [signature] July 9, 2020
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
OWENS AVENUE SYSTEM - VEGAS STORM DRAIN, SHADOW MOUNTAIN TO JONES

(LAS19E20)

SCALE: 1:10,000
DRAWING NAME: OwensAveSystem_Vegas_ShadowMtn_Jones.mxd
DRAWN BY: C. JONES
DATE: 06/10/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\OwensAveSystem_Vegas_ShadowMtn_Jones.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
28

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve First Supplemental Interlocal Contract LAS31B18 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to increase funding for the Las Vegas Wash (LVW) - Moccasin, Skye Canyon Park to Upper LVW Project ($2,602,475 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $2,602,475
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
On November 8, 2018, the CCRFCD entered into an interlocal contract with the CLV to provide funding for construction and construction management for the LVW - Moccasin, Skye Canyon Park to Upper LVW Project. This First Supplemental Interlocal Contract will increase funds which are necessary to match the lowest bid for construction. The CCRFCD approved this interlocal agreement at their July 9, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Supplemental Interlocal Contract LAS31B18

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
LVW – MOCCASIN, SKYE CANYON PARK TO UPPER LVW

THIS FIRST SUPPLEMENTALINTERLOCAL CONTRACT made and entered into as of the 9th day of July, 2020 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Number LVMO 0000, hereinafter referred to as "PROJECT"; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number LVMO 0000, 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 November 8, 2018 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 shall not exceed $1,007,057.

2. Construction in an amount not to exceed $16,989,000.

3. The total cost of this Contract shall not exceed $17,996,057 which includes all the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraphs 10 and 16 shall be revised and added as follows:

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Predesign Engineering
    b. Design Engineering
    c. Entity Design Labor Costs
    d. Right-of-way
    e. Environmental
    f. Emergency Action Plan
    g. Flood Map Revision
    h. Construction
    i. Construction Management
    j. Entity Construction Management Labor Costs
    k. Landscape Construction
    l. Other

16. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The remainder of the original Interlocal Contract dated November 8, 2018 shall remain unchanged.

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

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 7/13/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

July 9, 2020

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: 7/9/2020
Christopher Figgins Date
Chief Deputy District Attorney

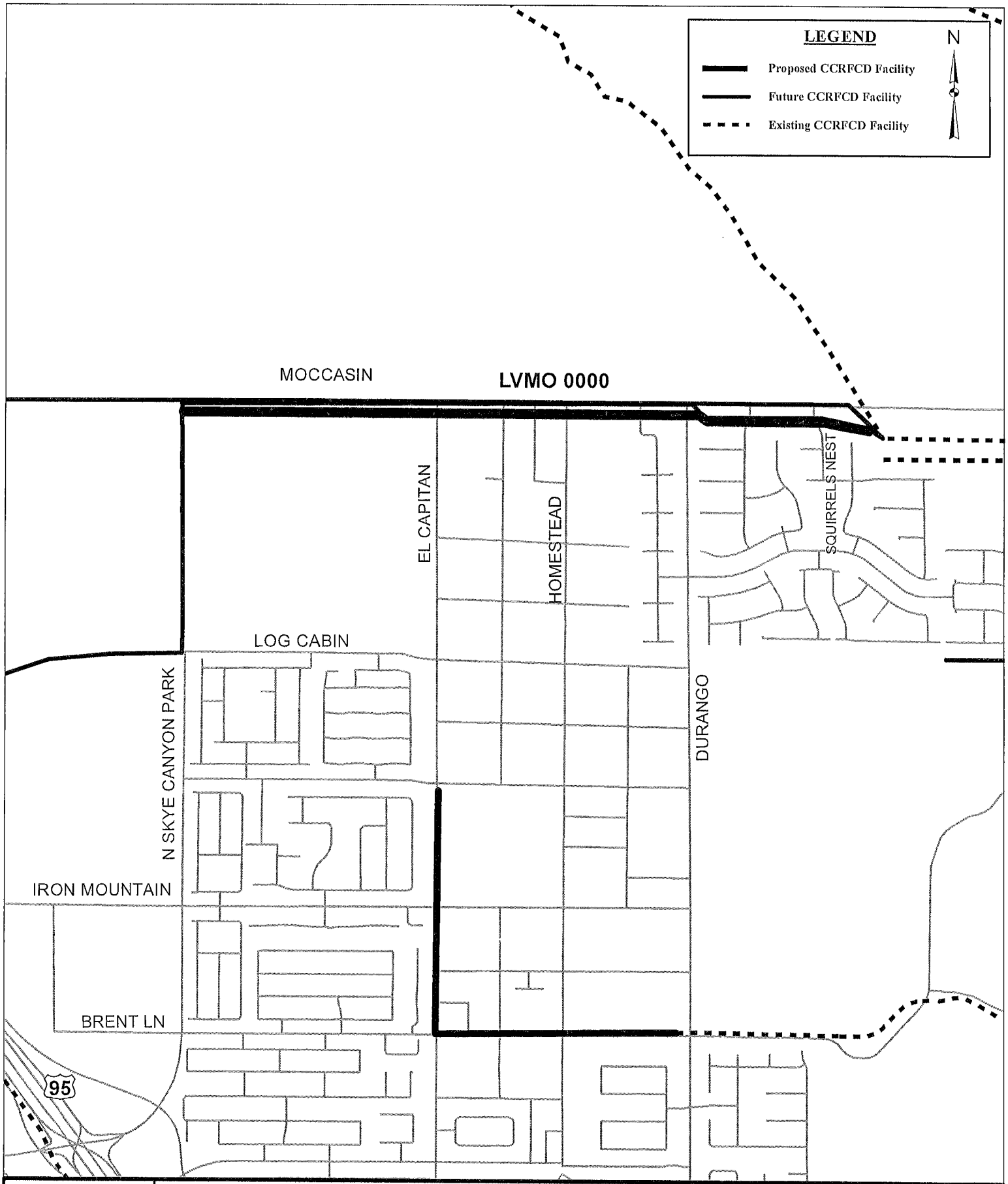


EXHIBIT A
LVW - MOCCASIN, SKYE CANYON PARK TO UPPER LVW

Public Works
Flood Control Planning

(LAS31B18)

SCALE: 1 INCH = 16,000 FT
DRAWING NAME: LasVegasWash_Moccasin_SkyeCanyPk_UpperLVW.MXD
DRAWN BY: C. JONES
DATE: 06/02/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\LasVegasWash_Moccasin_SkyeCanyPk_UpperLVW.mxd

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AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
29

DEPARTMENT: Youth Development & Social Innovation **CONSENT**
DIRECTOR: Tammy Malich

SUBJECT:
For possible action to approve a CARES Act Grant Award in the amount of $284,180.68 from the Las Vegas Urban League to the City of Las Vegas (City) for reimbursement of costs associated with the City providing free full day childcare under the Employee Youth Care Program during the Coronavirus pandemic - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The city of Las Vegas was awarded a childcare grant in the amount of $284,180.68 by the Las Vegas Urban League through a CARES Act Grant Award to reimburse the city of Las Vegas for the cost of providing free full day childcare to city of Las Vegas employees, first responders and medical professionals in response to the sudden shutdown of the Clark County School District from March 16, 2020 through June 15, 2020.

RECOMMENDATION:
Staff recommends the City Council approve the total allocation award of $284,180.68 to be paid in two allotments and authorize the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Notice of Subaward

NOTICE OF SUBAWARD

Program Name:	**Provider's Name:**
CARES Act Grant Award Las Vegas Urban League	City of Las Vegas tmalich@lasvegasnevada.gov 702-229-1866
Address:	**Provider Business Address:**
2470 North Decatur Boulevard, Suite 150 Las Vegas, NV 89108	495 S. Main St. Las Vegas, NV 89101
Subaward Period:	
03/16/2020 – 12/31/2020	

Purpose of Award: Grants to licensed child care providers and registered emergency child care providers with CARES Act grant funds to assist with child care business operating costs.

EXPENSE CATEGORY	1st Allotment (initial award)	2nd Allotment	Total Budget
Payroll	$142,090.34	$142,090.34	$284,180.68
Rent/ Mortgage	$0.00	$0.00	$0.00
Utilities	$0.00	$0.00	$0.00
Insurance	$0.00	$0.00	$0.00
Phone, Cable, Internet	$0.00	$0.00	$0.00
Transportation	$0.00	$0.00	$0.00
Meals	$0.00	$0.00	$0.00
Equipment & Furniture	$0.00	$0.00	$0.00
Other (provide documentation)	$0.00	$0.00	$0.00
TOTAL EXPENSE	**$142,090.34**	**$142,090.34**	**$284,180.68**

FEDERAL AWARD COMPUTATION:

Total Obligated by this Action:	$ 142,090.34
Cumulative Prior Awards this Budget Period:	$ 0.00
Total Federal Funds Awarded to Date:	$ 0.00
Match Required ☐ Y ☒ N	
Amount Required this Action:	$ 0.00
Amount Required Prior Awards:	$ 0.00
Total Match Amount Required:	$ 0.00
Research and Development (R&D) ☐ Y ☒ N	

FOR AGENCY USE ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
Administration for Children & Families, Child Care and Development Block Grant/ CARES Act	100%	93.575	2001NVCCC3	2020, G990919	04/13/2020 (FFY20)

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: N/A

Terms and Conditions

- **The Second Allotment** for the remaining 50% of the recommended award will be granted after thirty days, provided subrecipient complies with the CARES Act Special Terms and Conditions noted in Section B of this subaward.
- The CARES Act Special Terms and Conditions in this subaward are subject to modification at any time to maintain compliance with additional guidance and or regulations for the CARES Act or Paycheck Protection Program from the US Department of Treasury through the Small Business Administration.

Incorporated Documents:

Section A: Grant Conditions and Assurances;
Section B: CARES Act Special Terms and Conditions;
Section C: Request for CARES Act Funds and Transaction List;
Section D: Audit Information Request
Section E: Paycheck Protection Program Attestation

Provider's Name	Signature	Date
Dr. Tammy Malich		
Warren Evans, Director Las Vegas Urban League		

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Children's Cabinet or Urban League shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify the Children's Cabinet or Urban League from any and all claims, actions, suits, charges and judgments whatsoever that may arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Children's Cabinet or Urban League or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Children's Cabinet or Urban League or Recipient from its obligations under this Agreement.

    - The Children's Cabinet or Urban League may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the Children's Cabinet or Urban League and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Children's Cabinet or Urban League, become the property of the Children's Cabinet or Urban League, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Children's Cabinet or Urban League may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Children's Cabinet or Urban League may declare the Recipient ineligible for any further participation in the Children's Cabinet or Urban League's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Children's Cabinet or Urban League may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

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

8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section D of this notice of subaward must be completed.**

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.

11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

13. An organization receiving grant funds through the Children's Cabinet or Urban League shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through the Children's Cabinet or Urban League may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Children's Cabinet or Urban League with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION B

CARES Act Special Terms and Conditions

In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the Children's Cabinet or Urban League's Grant Instructions and Requirements, and the State Administrative Manual.
3. Onsite monitoring may be conducted upon request by the Children's Cabinet or Urban League.
4. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
5. Subrecipient must comply with all applicable Federal regulations.

By signing page one of this document the provider assures the following:

6. My business is a licensed child care provider or a registered emergency child care provider in Nevada.
7. My business has a Nevada business license or has a religious exemption to a Nevada business license.
8. My business can meet the state and federal requirements of this grant.
    - State Requirements:
        - Track and administer the grant funds
        - Submit reports of activities and document for all spending
        - Notify the Children's Cabinet or Urban League of any changes to your budget or program
        - Complete a final report to CCDP by January 31, 2021
        - Maintain all financial records, supporting documents, and records related to the grant for three years
    - Federal Requirements:
        - My business must return any unexpended funds from this award.

Subject to the requirements of the CARES Act and CCDBG

Competitive Grant Process

The CCDP's Grant Evaluation Committee has reviewed and ranked applications based on community need, overall established goals, and budgetary stipulations designated by CCDP. The final allocation of funds will be based on the ranking and recommendations of the Grant Evaluation Committee.

Awards will be approved or denied by a Grant Evaluation Committee based on the ranking each grant receives. The Committee may consider the amount of money available and the amounts requested in making its decisions. The Committee may award full or partial grant amounts.

If approved, grants will be awarded in TWO allotments:

- **At approval, the First Allotment** for 50% of the recommended award will be granted, pending:
    - Submission of signed Notice of Subaward.
    - Completion of the Request for CARES Act Funds in Section C of this document.
- **The Second Allotment** for the remaining 50% of the recommended award will be granted after thirty days, pending the following:
    - Review and approval of a detailed narrative describing how the first allotment of funds have supported the annual budget and steps to sustainability and marketing plans provided with the grant application and how the remaining allotment will continue to support the annual budget and steps to sustainability and marketing plans provided with the grant application.
    - Review and approval of receipts and documentation, including a completed Transaction List in Section C of this document for all expenditures from the first allotment of funds. The Transaction List is the preferred method for tracking expenditures; however, the subrecipient can also substitute the Transaction List with a similar document that shows internal accounting and includes the balance of awarded funds (e.g. QuickBooks).

Note: Provider will be responsible for full repayment of funds for unauthorized purchases, unspent funds, and items purchased with no receipt provided. If a provider closes or is sold within 12 months of receiving the funding, provider is at risk for repayment in full. Grants will only be awarded if funding is available.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION C

Request for CARES Act Funds and Transaction List

Program Name: CARES Act Grant Award Las Vegas Urban League	**Subrecipient Name:** City of Las Vegas tmalich@lasvegasnevada.gov 702-229-1866
Address: 2470 North Decatur Boulevard, Suite 150 Las Vegas, State 89108	**Address:** 495 S. Main St. Las Vegas, NV 89101
Subgrant Period: 03/16/2020 – 12/31/2020	

FINANCIAL REPORT AND REQUEST FOR FUNDS

(second request must be accompanied by transaction list/back-up)

	Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1	Payroll	$142,090.34	$0.00	$0.00	$0.00	$142,090.34	-
2	Rent/Mortgage	$0.00	$0.00	$0.00	$0.00	$0.00	-
3	Utilities	$0.00	$0.00	$0.00	$0.00	$0.00	-
4	Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	-
5	Phone, Cable, Internet	$0.00	$0.00	$0.00	$0.00	$0.00	-
6	Transportation	$0.00	$0.00	$0.00	$0.00	$0.00	-
7	Meals	$0.00	$0.00	$0.00	$0.00	$0.00	-
8	Equipment & Furniture	$0.00	$0.00	$0.00	$0.00	$0.00	-
9	Other (provide documentation)	$0.00	$0.00	$0.00	$0.00	$0.00	-
	Total	**$142,090.34**	**$0.00**	**$0.00**	$0.00	**$142,090.34**	**-**

I, a duly authorized signatory for the applicant, understand that if I participate in the Paycheck Protection Program (PPP) for funds to pay employee salaries (which coincide within the subaward period), I cannot invoice this subaward for payroll expenditures for the same expenditure period. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

Authorized Signature Title Date

OFFICE USE ONLY - DEPARTMENT OF HEALTH AND HUMAN SERVICE - OFFICE USE ONLY

Program contact necessary? _____ Yes _____ No Contact Person: _____
Reason for contact:
_____

Fiscal Review/approval date: _____ Signed: _____

1ST ALLOTMENT TRANSACTION LIST

Check Date	Check Number (ck/doc.)	Payee/ Vendor	Description of Expense	Total Cost	1st Alotment (Issued on DATE)	Balance of Awarded Funds
				$10.00		
				$0.00		
				$0.00		
				$0.00		
			Total Payroll	$10.00	$100.00	**$90.00**
				$0.00		
				$0.00		
				$0.00		
			Total Rent/Mortgage	$0.00	$0.00	**$0.00**
				$0.00		
				$0.00		
			Total Utilities	$0.00	$0.00	**$0.00**
				$0.00		
				$0.00		
			Total Insurance	$0.00	$0.00	**$0.00**
				$0.00		
				$0.00		
				$0.00		
			Total Phone, Cable, Internet	$0.00	$0.00	**$0.00**
				$0.00		
				$0.00		
				$0.00		
			Total Transportation	$0.00	$0.00	**$0.00**
				$0.00		
				$0.00		
				$0.00		
			Total Meals	$0.00	$0.00	**$0.00**
				$0.00		
				$0.00		
				$0.00		
			Total Equipment & Furniture	$0.00	$0.00	**$0.00**
				$0.00		
				$0.00		
				$0.00		
			Total Other	$0.00	$0.00	**$0.00**
			Total Awarded Funds		$100.00	
			Balance of Awarded Funds			$90.00

I, a duly authorized signatory for the applicant, certify to the best of my know ledge and belief that this report is true, complete and accurate; and that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant aw ard. I further certify if payroll costs are included, I have not invoiced, nor do I expect to invoice any payroll expenditures to the Paycheck Protection Program (PPP) or any other federal funding source for this same expenditure period. I am aw are that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherw ise. I verify that the backup documentation attached is correct.

Authorized Signature			Title		Date

2ND ALLOTMENT TRANSACTION LIST

Check Date	Check Number (ck/doc.)	Payee/ Vendor	Description of Expense	Total Cost	Unexpended Funds from 1st Allotment	2nd Allotment (Issued on DATE)	Balance of Awarded Funds
				$175.00			
				$0.00			
				$0.00			
				$0.00			
			Total Payroll	$175.00	$90.00	$100.00	**$15.00**
				$0.00			
				$0.00			
				$0.00			
			Total Rent/Mortgage	$0.00	$0.00	$0.00	**$0.00**
				$0.00			
				$0.00			
			Total Utilities	$0.00	$0.00	$0.00	**$0.00**
				$0.00			
				$0.00			
			Total Insurance	$0.00	$0.00	$0.00	**$0.00**
				$0.00			
				$0.00			
				$0.00			
			Total Phone, Cable, Internet	$0.00	$0.00	$0.00	**$0.00**
				$0.00			
				$0.00			
				$0.00			
			Total Transportation	$0.00	$0.00	$0.00	**$0.00**
				$0.00			
				$0.00			
				$0.00			
			Total Meals	$0.00	$0.00	$0.00	**$0.00**
				$0.00			
				$0.00			
				$0.00			
			Total Equipment & Furniture	$0.00	$0.00	$0.00	**$0.00**
				$0.00			
				$0.00			
				$0.00			
			Total Other	$0.00	$0.00	$0.00	**$0.00**
			Total Awarded Funds			$100.00	
			Balance of Awarded Funds				$15.00

I, a duly authorized signatory for the applicant, certify to the best of my know ledge and belief that this report is true, complete and accurate; and that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant aw ard. I further certify if payroll costs are included, I have not invoiced, nor do I expect to invoice any payroll expenditures to the Paycheck Protection Program (PPP) or any other federal funding source for this same expenditure period. I am aw are that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherw ise. I verify that the backup documentation attached is correct.

Authorized Signature			Title		Date	

SECTION D

Audit Information Request

1. Non-Federal entities that **expend** $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend $750,000 or more in all federal awards during your organization's most recent fiscal year? YES ☐ NO ☐

3. When does your organization's fiscal year end? _____

4. What is the official name of your organization? _____

5. How often is your organization audited? _____

6. When was your last audit performed? _____

7. What time-period did your last audit cover? _____

8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION E

Paycheck Protection Program Attestation

1. Did your child care business apply for the federal Paycheck Protection Program? YES ☐ NO ☐

2. Was your application approved? YES ☐ NO ☐

3. If your application was approved, please list the amount approved for and the dates these funds will be used:

   Amount _____

   Dates _____

I understand:

- I must track any funding awarded to my agency through the Paycheck Protection Program (PPP) to assure the loan was used for payroll expenditures and related purposes.
- If PPP funding is awarded at a future date, I will notify Las Vegas Urban League.
- The CARES Act grant funding cannot be used to cover payroll expenditures during the same period.
- I may not claim expenses for costs paid for by another federal program such as the PPP loan forgiveness program or the CARES Act. If charges to more than one federal program are identified during monitoring procedures, I will need to repay the grant for the duplicate program.
- I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
30

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

SUBJECT:
RESOLUTIONS:

R-34-2020 - For possible action to approve a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Special Improvement Districts 607, 609, 610, 808, 809, 810, 812, 813 and in certain other districts and providing other matters properly relating thereto - Wards 2, 4 and 6 (Seaman, Anthony and Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution

BACKUP DOCUMENTATION:
1. Resolution No. R-34-2020

RESOLUTION NO. R-34-2020

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos. 607, 609, 610, 808, 809, 810, 812, 813 and various other districts as identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410. The sale shall take place at 2:00 p.m. on September 30, 2020 in the City Council Chambers, Las Vegas City Hall Complex 495 S. Main Street-2nd Floor Las Vegas, Nevada, 89101 which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on September 30, 2020, at the City Council Chambers, Las Vegas City Hall, 495 S Main St – 2nd Floor, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 607, 609, 610, 808, 809, 810, 812, 813 and various others to the City of Las Vegas:

Name of Owner	**Description of Property**	**District No.**	**Total Amount Due to Date of Sale***

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

* Includes the whole assessment, accrued interest upon the whole amount of unpaid principal to the date of delinquency, interest upon unpaid principal and accrued interest from the date of delinquency to September 30, 2020 at rate not exceeding 2 percent per month, penalties and collection costs, including attorney's fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS 271.410. As provided in that section, at any time prior to the date of sale the

owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorney's fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

PLEASE TAKE NOTICE that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of

/s/ VENETTA APPLEYARD
Director of Finance

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this August 5, 2020

_____
Carolyn G. Goodman, Mayor

(SEAL)

Approved as to Form

_____
LuAnn D. Holmes, MMC, City Clerk

_____
James B Lewis, Deputy City Attorney

STATE OF NEVADA)
:ss.
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, the duly chosen, qualified and City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on August 5, 2020.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye:

Carolyn G. Goodman
Stavros S. Anthony
Michele Fiore
Cedric Crear
Brian Knudsen
Victoria Seaman
Olivia Diaz

Those Voting Nay: _____

_____

Those Absent: _____

_____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no

later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

i. City Hall
495 S. Main Street, 2nd Floor
Las Vegas, Nevada

ii. Clark County Government Center
500 S. Grand Central Parkway
Las Vegas Nevada

iii. Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

iv. City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on August 5, 2020 is attached to this certificate as Exhibit A.

9. Attached hereto as Exhibit B is the Affidavit of Publication of Notice of Sale required by Section 3 of the Resolution.

10. Attached hereto as Exhibit C (including Exhibits I and II thereto) is the Affidavit of Mailing of Notice of Sale required by Section 3 of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this August 5, 2020.

_____

LuAnn D. Holmes, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA	)	**AFFIDAVIT OF MAILING NOTICE OF SALE DISTRICTS 607, 609, 610, 808, 809, 810, 812, 813 and VARIOUS OTHER DISTRICTS**
	: ss.	
COUNTY OF CLARK	)	

The undersigned, LuAnn D. Holmes, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on or before September 8, 2020 being at least 20 days before the sale, which was held on September 30, 2020.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 607, 609, 610, 808, 809, 810, 812, 813 and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2020.

_____
LuAnn D. Holmes, MMC, City Clerk

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2020, by LuAnn D. Holmes, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT I

STATE OF NEVADA)
:ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on or before September 8, 2020, being at least 20 days before the sale, which was held on September 30, 2020.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 607, 609, 610, 808, 809, 810, 812, 813 and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2020.

ASSESSMENT MANAGEMENT GROUP

_____

Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2020, by _____, _____ of Assessment Management Group.

_____

Notary Public

(SEAL)

EXHIBIT II

(Attach Copy of Notice as Mailed)

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
31

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

SUBJECT:
RESOLUTIONS:

R-35-2020 - For possible action to approve a Resolution concerning a proposed Special Improvement District and approving the form of an Improvements Reimbursement Agreement between the City and Northland, LLC - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Northland, LLC (the Developer) has informed the City that in the future, the Developer may request the City conduct proceedings to form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within the Future District. This Resolution and Improvements Reimbursement Agreement will allow the Developer to dedicate the improvements to the City prior to formation of the district and execution of the Development and Financing Agreement between the City and the Developer.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-35-2020
2. Improvements Reimbursement Agreement

RESOLUTION NO. R-35-2020

A RESOLUTION CONCERNING A PROPOSED SPECIAL IMPROVEMENT DISTRICT; APPROVING THE FORM OF AN IMPROVEMENTS REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND NORTHLAND LLC.

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, Northland LLC, a Delaware limited liability company (the "Developer"), has informed the City that, in the future, the Developer may request that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 and the City's Developer Special Improvement District Guidelines (the "Guidelines") to form one or more special improvement districts within the City (the "Future Districts"), to levy special assessments therein, and to issue one or more series of bonds (hereinafter called "Bonds") to provide for the construction, acquisition, and/or furnishing of certain public improvements within the Future Districts; and

WHEREAS, the Developer has previously constructed, or will construct, certain public improvements (the "Improvements") that will proportionally benefit the properties in the Future Districts; and

WHEREAS, the Developer intends to request that the City levy special assessments against the properties in the Future Districts to finance an allocable portion of the cost of the Improvements; and

WHEREAS, the Developer desires to dedicate the Improvements to the City or another applicable government prior to the formation of the Future Districts and the execution of a Development and Financing Agreement between the City and the Developer relating to each Future District; and

WHEREAS, the Developer has requested that the City reimburse the Developer for a portion of the costs of the Improvements from the proceeds of the Bonds; and

WHEREAS, the City desires to facilitate such reimbursement, subject to the conditions contained in an Improvements Reimbursement Agreement (the "Improvements Reimbursement Agreement") between the City and the Developer; and

WHEREAS, the proposed form of the Improvements Reimbursement Agreement is on file with the City Clerk and the City Council has reviewed the same and has found it to be satisfactory.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA:

Section 1. The Improvements Reimbursement Agreement is hereby approved in substantially the form on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The officers of the City are hereby authorized to enter into, execute, and deliver the Improvements Reimbursement Agreement, and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof.

Section 2. The officers of the City be, and they hereby are, authorized to take all action necessary to effectuate the provisions of this resolution.

Section 3. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.

Section 4. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 5. The City Council has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

PASSED AND APPROVED August 5, 2020.

(SEAL)

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

JAMES B. LEWIS, Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on August 5, 2020.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Mayor:	Carolyn G. Goodman
Council members:	Michele Fiore
	Stavros S. Anthony
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Nay:	_____
Those Absent:	_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council,

or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on August 5, 2020 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this August 5, 2020.

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

EXHIBIT A

(Attach Copy of Notice of Meeting)

IMPROVEMENTS REIMBURSEMENT AGREEMENT

This IMPROVEMENTS REIMBURSEMENT AGREEMENT dated as of August 5, 2020 (this "Agreement"), is by and between the CITY OF LAS VEGAS, NEVADA (the "City"), and NORTHLAND LLC, a Delaware limited liability company (the "Developer").

WHEREAS, the Developer has informed the City that, in the future, the Developer may request that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form two special improvement districts within the City (the "Future Districts"), to levy special assessments, and to issue two series of bonds (hereinafter called "Bonds") to provide for the construction, acquisition, and/or furnishing of certain public improvements within the Future Districts; and

WHEREAS, the Developer has previously constructed, or will construct, the public improvements (the "Improvements") described in Exhibit A hereto, which will proportionally benefit the properties in the Future Districts; and

WHEREAS, the Developer intends to request that the City levy special assessments against the properties in the Future Districts to finance an allocable portion of the cost of the Improvements; and

WHEREAS, the Developer desires to dedicate the Improvements to the City or another applicable government prior to the formation of the Future Districts and the execution of any Development and Financing Agreements between the City and the Developer relating to the Future Districts; and

WHEREAS, the Developer has requested that the City reimburse the Developer for a portion of the costs of the Improvements from the proceeds of any bonds issued by the City with respect to the Future Districts (the "Bonds"); and

WHEREAS, the City desires to facilitate such reimbursement, subject to the conditions contained in this Agreement.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. DEDICATION OF IMPROVEMENTS. The Developer agrees to transfer title to the Improvements by deed, bill of sale or other means reasonably acceptable to the City or other applicable government.

The Developer at the time of transfer shall warrant that the Improvements have been constructed in accordance with the plans and specifications therefore which have been approved by the City. The Developer agrees to remedy any defects in the Improvements, and pay for any damage to other work resulting therefrom, which shall appear within one (1) year from the date of acceptance of the Improvements by the City.

SECTION 2. PREVAILING WAGES. The Developer acknowledges and agrees that the Improvements must be constructed in compliance with NRS 338.010 to 338.090,

inclusive, as a condition precedent to any reimbursement by the City for the costs of the Improvements from the proceeds of the Bonds. For the avoidance of the doubt, this provision prohibits the City from using Bond proceeds to pay for the Improvements if any portion of the Improvements was not constructed in accordance with NRS 338.010 to 338.090.

SECTION 3. REIMBURSEMENT FROM BOND PROCEEDS. The City hereby agrees to reimburse the Developer for the portion of the costs of the Improvements allocable to the Future Districts in an amount up to the lesser of the actual cost of the allocable portion of such Improvements or the maximum amount set forth in Exhibit A hereof solely from Bond proceeds if all of the following occur:

A. The City or other applicable government accepts the dedication of the Improvements;

B. A Development and Financing Agreement between the City and the Developer relating a Future District is executed by the City and the Developer relating to the allocable portion of the Improvements;

C. A Future District is created for the purpose of financing an allocable portion of the Improvements;

D. The Developer has complied with Section 2 hereof; and

E. The Bonds are issued and there are sufficient proceeds from the Bonds to reimburse the Developer for some or all of the allocable costs of the Improvements.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment on behalf of the City to create the Future Districts or proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon any and all proceedings relating to the Future Districts and the Bonds at any time prior to the issuance of the Bonds, if, in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 5. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto. This Agreement supersedes and replaces in its entirety any prior agreement between the parties hereto with respect to the Improvements or any portion thereof.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the City and the Developer have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

_____
LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

_____
JAMES B. LEWIS, Deputy City Attorney

NORTHLAND LLC
a Delaware limited liability company

By:_____
Name:_____
Title:_____

EXHIBIT A

Description of Improvements and Costs Allocable to Future Districts

Project 1: Moccasin 16" Water
This project consists of 105 linear feet of 10" DIP water main, 10 linear feet of 12" water main as well as 3,065 linear feet of 16" water main. The project runs north on Moccasin Road between Skye Village Road and Sunbridge Point Way. The project also includes one fire hydrant, flanges, gate valves, blow offs, tees, test stations and related appurtenances.

This project has an estimated construction cost of $834,935, with a special improvement district eligible cost of $960,175. Based on the net assessable acreage between the proposed Future Districts, the split of such costs would be 50.2% for the first Future District and 49.8% for the second Future District.

Project 2: Moccasin Storm Drain
This project consists of drainage improvements within Log Cabin Way between US 95 and North Skye Canyon Park Drive, and North Skye Canyon Park Drive between Moccasin Road and Log Cabin Way. The project includes construction of reinforced concrete boxes ("RCB's") and reinforced concrete piping ("RCP's") of various sizes, storm drain manholes, storm drain structures, a catch basin west of U.S. 95, trenching & backfill, together with appurtenances and appurtenant work. Costs also include 5,955 square yards of Asphalt Concrete ("AC") Pavement.

This project has an estimated construction cost of $12,731,045, with a special improvement district eligible cost of $14,640,702. Based on the net assessable acreage between the proposed Future Districts, the split of such costs would be 50.2% for the first Future District and 49.8% for the second Future District.

Project 3: 36" Water Transmission Main
This project consists of main water transmission improvements along Sunbridge Point Way, Log Cabin Way and Skye Canyon Park Dr. The project includes approximately 5,800 linear feet of 36" multi-layer composite piping ("MLTCP"), construction of valve vault structures with internal piping and approximately 5,800 linear feet of fiber optic conduit. Costs also include blow offs, air valves, access manholes, fiber optic vaults, valved outlets and test stations.

This project has an estimated construction cost of $2,322,101, with a special improvement district eligible cost of $2,670,416. Based on the net assessable acreage between the proposed Future Districts, the split of such costs would be 50.2% for the first Future District and 49.8% for the second Future District.

Project 4: Log Cabin Road
This project consists of roadway construction of Log Cabin Way between North Skye Canyon Park Drive and Skye Pointe Drive. The project includes approximately 24,000 cubic yards of excavation, approximately 36,000 square yards of grading and AC pavement, approximately 55,000 square feet of sidewalks, approximately 15,000 linear feet of Type "L" & "A" curbs, 27 street lights, approximately 2,000 linear feet of storm drain RCP's of various sizes and approximately 5,100 linear feet of 12" water main piping. The project also includes, sidewalk

ramps, striping, street signs, survey monuments, pullboxes, vaults, conduit, storm drain manholes, drop inlets, fire hydrants and sewer manholes.

This project has an estimated construction cost of $6,512,197, with a special improvement district eligible cost of $7,489,027. Based on the net assessable acreage between the proposed Future Districts, the split of such costs would be 50.2% for the first Future District and 49.8% for the second Future District.

Project 5: Skye Canyon Park Dr. (Phase 1)
This project consists of roadway construction of a segment of North Skye Canyon Park Drive between Moccasin Road and Iron Mountain Road. The project includes approximately 12,300 cubic yards of excavation, approximately 15,700 square yards of grading and AC pavement, approximately 20,200 square feet of sidewalks, approximately 2,500 linear feet of Type "L" curbs, 15 street lights, approximately 1,600 linear feet of storm drain RCP's of various sizes, approximately 1,400 linear feet of 12" water main piping and 1,500 linear feet of sewer piping of various sizes. The project also includes, sidewalk ramps, striping, street signs, survey monuments, pullboxes, vaults, conduit, storm drain manholes, drop inlets, fire hydrants and sewer manholes.

This project has an estimated construction cost of $3,217,257, with a special improvement district eligible cost of $3,699,846. Based on the net assessable acreage between the proposed Future Districts, the split of such costs would be 50.2% for the first Future District and 49.8% for the second Future District.

Project 6: O'Hare Road
This project consists of roadway construction of O'Hare Road between Log Cabin Way and North Skye Canyon Park Drive. The project includes approximately 11,800 cubic yards of excavation, approximately 13,500 square yards of grading and AC pavement, approximately 46,000 square feet of sidewalks, approximately 6,400 linear feet of Type "L" & "A" curbs, 21 street lights, approximately 1,900 linear feet of storm drain RCP's of various sizes, approximately 4,200 linear feet of water main piping of various sizes and 2,700 linear feet of sewer piping of various sizes. The project also includes, sidewalk ramps, striping, street signs, survey monuments, pullboxes, vaults, conduit, storm drain manholes, drop inlets and sewer manholes.

This project has an estimated construction cost of $3,976,775, with a special improvement district eligible cost of $4,573,291. Based on the net assessable acreage between the proposed Future Districts, the split of such costs would be 50.2% for the first Future District and 49.8% for the second Future District.

Project 7: Sunbridge Point Way
This project consists of roadway construction of Sunbridge Point Way between Log Cabin Way and Moccasin Road. The project includes approximately 11,800 cubic yards of excavation, approximately 19,045 square yards of grading and AC pavement, approximately 39,208 square feet of sidewalks, approximately 11,742 linear feet of Type "L" & "A" curbs, 21 street lights, approximately 4,955 linear feet of storm drain RCP's of various sizes, approximately 4,200 linear feet of water main piping of various sizes and 1,657 linear feet of sewer piping of various

sizes. The project also includes, sidewalk ramps, striping, street signs, survey monuments, pullboxes, vaults, conduit, storm drain manholes, drop inlets and sewer manholes.

This project has an estimated construction cost of $6,175,981, with a special improvement district eligible cost of $7,102,378. Based on the net assessable acreage between the proposed Future Districts, the split of such costs would be 50.2% for the first Future District and 49.8% for the second Future District.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
32

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

SUBJECT:
RESOLUTIONS:

R-36-2020 - For possible action to approve a Resolution approving the form of a Development and Financing Agreement between the City and the owner of all assessable property in a proposed Special Improvement District (SID No. 611, Sunstone Phase I and II) - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Northland, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 611 (Sunstone Phase I and II). This Development and Financing Agreement provides a commitment from the developer for the acquisition, construction and improvements for Special Improvement District No 611.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-36-2020
2. Development and Financing Agreement

RESOLUTION NO. R-36-2020

A RESOLUTION APPROVING THE FORM OF AN AGREEMENT BETWEEN THE CITY AND THE OWNER OF ALL ASSESSABLE PROPERTY IN A PROPOSED SPECIAL IMPROVEMENT DISTRICT (SID NO. 611, SUNSTONE PHASE I AND II)

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, the City Council (the "City Council") of the City of Las, Vegas, Nevada (the "City), and the City's Director of Finance, have, pursuant to the City's Developer Special Improvement District Guidelines, received an application and petition (the "Petition") from Northland LLC, a Delaware limited liability company (the "Developer"), for the formation of a special improvement district that will include property owned by the Developer (the "District"); and

WHEREAS, the Petition requests the formation of the District and the acquisition, construction, and improvement of a street project, storm sewer project, sanitary sewer project, water project, and drainage project therein (collectively, the "Project") pursuant to Chapter 271, Nevada Revised Statutes ("NRS"), and all laws amendatory thereof and supplemental thereto; and

WHEREAS, the proposed form of the Development and Financing Agreement between the City and the Developer (the "Agreement") is on file with the City Clerk; and

WHEREAS, the City Council has reviewed the proposed form of the Agreement on file with the City Clerk and has found it to be satisfactory.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA:

Section 1. The form, terms and provisions of the Agreement are hereby approved in substantially the form thereof on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The officers of the City are hereby authorized to enter into, execute and deliver the Agreement and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof.

Section 2. The officers of the City be, and they hereby are, authorized to take all action necessary to effectuate the provisions of this resolution.

Section 3. All actions, proceedings and matters previously taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this resolution) concerning the District and the Project hereby are, ratified, approved and confirmed. This resolution does not obligate the City to enter into the Agreement or to apply bond proceeds to any cost except as provided in the Financing Agreement.

Section 4. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.

Section 5. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 6. The City Council has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

PASSED AND APPROVED August 5, 2020.

(SEAL)

_____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

_____

JAMES B. LEWIS, Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on August 5, 2020.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Mayor:	Carolyn G. Goodman
Council members:	Michele Fiore
	Stavros S. Anthony
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Nay:	_____
Those Absent:	_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council,

or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on August 5, 2020 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this August 5, 2020.

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

EXHIBIT A

(Attach Copy of Notice of Meeting)

APNs: 125-06-110-002; see Exhibit I for a complete listing of all APNs

When Recorded, Return To:
David K. Lucas, Esq.
Sherman & Howard L.L.C.
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

(Space above this line for Recorders Use)

DEVELOPMENT AND FINANCING AGREEMENT

FOR

SPECIAL IMPROVEMENT DISTRICT NO. 611

(SUNSTONE PHASE I AND II)

BETWEEN

CITY OF LAS VEGAS, NEVADA

AND

NORTHLAND LLC

DEVELOPMENT AND FINANCING AGREEMENT

This **DEVELOPMENT AND FINANCING AGREEMENT** (this "Agreement") dated as of August 5, 2020, is by and between the **CITY OF LAS VEGAS, NEVADA** (the "City"), a municipal corporation of the State of Nevada (the "State"), and **NORTHLAND LLC**, a Delaware limited liability company (the "Developer").

WITNESETH:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710, the City Council of the City (the "Council") may enter into a written agreement with the owner of all assessable property within a proposed special improvement district containing the provisions stated herein; and

WHEREAS, the Developer represents and warrants that: (i) it is the legal owner of all of the property (the "Property") to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 611 (SunStone Phase I and II) (the "District"); (ii) a true and correct legal description of the Property is attached hereto as Exhibit A-1; and (iii) to the best of the Developer's knowledge, there are no liens or encumbrances on the Property except as shown on Exhibit B attached hereto; and

WHEREAS, the Developer has filed a petition with the City to form the District; and

WHEREAS, the Council has authorized City staff to negotiate the form of this Agreement with representatives of the Developer; and

WHEREAS, the Developer proposes to construct and acquire certain improvements and to transfer those improvements to the City or other applicable government on the terms and conditions provided herein, a description of such improvements being attached hereto as Exhibit D (collectively, the "Improvements"); and

WHEREAS, a list of the plans and specifications for the Improvements is attached hereto as Exhibit C, and such plans and specification have been placed on file with the City Clerk; and

WHEREAS, the construction and acquisition of the Improvements is collectively referred to herein as the "Project;" and

WHEREAS, the parties hereto propose to finance the Project pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS"), including NRS 271.710 through 271.730, through the issuance of bonds (the "Bonds") payable from special assessments levied against the Property; and

WHEREAS, the Developer agrees that the City may create the District, levy assessments against the Property, and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
CONSTRUCTION

1.1 Project.

A. Construction and Transfer of Project. The Developer agrees to construct the Project in accordance with the full and detailed plans and specifications therefor, which are listed on Exhibit C attached hereto and are on file with the City Clerk, in accordance with the schedule set forth on Exhibit D attached hereto (subject to Section 1H hereof), which sets forth the anticipated date for the commencement and completion of the construction of each individual segment of the Project and the estimated cost of the respective segment. The City shall not be required to accept or pay for any segment of the Project unless final construction drawings and specifications for that segment have been submitted to the City and the City, in its sole discretion, has approved such final construction drawings and specifications and any amendments and addenda thereto, and unless that segment is constructed in accordance with such approved final construction drawings and specifications and any approved amendments and addenda thereto. If the City disapproves any final construction drawings and specifications or amendments thereto, it shall provide the reason therefor to the Developer and the City and the Developer will meet to discuss changes that may be necessary to obtain City approval thereof. Within 10 days of the final inspection of and agreement to accept each segment of the Project by the City, the Developer shall transfer to the City or, if directed by the City, to another governmental entity (the "Applicable Government"), title in a form reasonably acceptable to the City or such other Applicable Government to that segment of the Project, except for those portions of the real property on which that segment of the Project is located that are already owned in fee by the City or such other Applicable Government.

B. Title. At the time of transfer of title to any segment of the Project, the Developer shall warrant that it has title thereto and that, to the best of the Developer's knowledge, such segment of the Project is not subject to any mortgage, security interest, mechanic's lien or other encumbrance, except as shown on a preliminary title report with respect thereto that shall be delivered to the City or other Applicable Government for its review and approval at least 20 days prior to the transfer of title to the City or such other Applicable Government. In the event that the City or such other Applicable Government does not approve the preliminary title report, the City or such other Applicable Government shall not be obligated to accept title from the Developer and the City shall not be obligated to pay the Developer for such segment of the Project until the Developer has cured all objections to title to that segment of the Project to the satisfaction of the City or such other Applicable Government. The City or such other Applicable Government shall be entitled to disapprove the preliminary title report only if it

reveals a matter which, in the reasonable judgment of the City or such other Applicable Government, could materially affect the City's or such other Applicable Government's use and enjoyment of any part of the segment of the Project covered by the preliminary title report. The City or such other Applicable Government shall notify the Developer of any objections to the preliminary title report within 20 days of receipt thereof. At the time of transfer of title, the Developer shall provide written lien releases from any contractor, subcontractor or materialman, or any other person who might have the right to file a mechanic's lien on the property being transferred. The Developer agrees to defend the City's or such other Applicable Government's title to the property being transferred against any claim of encumbrance whatsoever arising by or through the Developer or any of its predecessors in title or that is caused or created by the Developer, including any mechanic's liens asserted in connection with the construction of the Project or the Developer's development of its property in the District.

C. Warranty of Workmanship and Materials. At the time of transfer of title, the Developer shall warrant that the respective segment of the Project being transferred has been constructed in accordance with the respective plans and specifications therefor listed on Exhibit C attached hereto, and all amendments and addenda thereto that have been approved by the City or another Applicable Government and the Developer and the specifications described in Section 1.1.D. hereof. The Developer shall remedy any defects in any segment of the Project and pay for any damage to other work resulting therefrom that shall appear within one year from the date of transfer of title of such segment of the Project to the City or another Applicable Government.

D. Construction Specifications. The construction work performed pursuant to this Agreement is subject to the following additional specifications:

(1) The current edition of the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada, (the "Standard Specifications"), and the Uniform Standard Drawing for Public Works' Construction, Clark County Area, Nevada (the "Standard Drawings"). The Standard Specifications and the Standard Drawings are on file in the office of the City Engineer at City Hall, currently located at 495. S. Main St., Las Vegas, Nevada, and may be examined there without charge. The Standard Specifications may also be purchased from the Regional Transportation Commission, currently located at 600 South Grand Central Parkway, Suite 350, Las Vegas, Nevada 89101;

(2) The Supplemental General Conditions that are attached hereto as Exhibit E; and

(3) The special conditions that are attached hereto as Exhibit F.

E. Prevailing Wages. Pursuant to NRS 271.710(1), the Council need not comply with the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including, without limitation, Chapters 332, 338 and 339 of the NRS, except that NRS 338.010 to 338.090, inclusive, shall apply to any construction work to be performed under any contract relating to the District. A copy of the prevailing wage act for public works currently in effect in the State of Nevada for Clark County is attached hereto as Exhibit G. The Developer agrees to attach a copy of the

prevailing wage act for public works in effect on the date of execution of any contract entered into with a subcontractor with respect to the construction of all or any portion of a segment of the Project to its contract with such subcontractor. The Developer is responsible for providing the State Labor Commission with all information required by NRS 338.010 to 338.090, and otherwise responsible for all compliance requirements of those provisions of the NRS. For the avoidance of doubt, this provision prohibits the City from using Bond proceeds to pay for any portion of any segment of the Project if any portion of such segment of the Project was not constructed in accordance with NRS 338.010 to 338.090.

F. Cost Estimates. At the time of commencement of construction of any segment of the Project as outlined in Exhibit D attached hereto, the Developer shall furnish the City with an updated estimate of the cost of constructing that segment of the Project in a form and substance satisfactory to the City. In addition, at the time any contract or change order is executed in connection with the construction of any segment of the Project, if, as a result thereof, the estimate of the cost of such segment of the Project previously furnished increases, the Developer shall furnish the City with another updated estimate of such cost in a form and substance satisfactory to the City. If the updated estimated cost of that segment exceeds the price of that segment as shown on Exhibit D plus any allocation of Bond proceeds available therefor because of a cost underrun on another segment, the Developer shall furnish to the City a payment and performance bond in an amount equal to the amount of such excess at the time of commencement of construction on that segment of the Project. That bond shall remain in effect until acceptance of that segment of the Project by the City or another Applicable Government.

G. Payments for Project. Subject to the immediately succeeding sentence, the City shall pay to the Developer for each segment of the Project, the corresponding purchase price for that segment listed on Exhibit D attached hereto as soon as commercially practicable following the transfer of title to that segment of the Project to the City or another Applicable Government; provided, however, the City shall be obligated to pay such purchase price solely from available Bond proceeds, if any. Notwithstanding the forgoing, the City shall not be obligated to pay the purchase price of the Alternate Project (defined in Section 1.2 hereof) until such time as segments 1-6 of the Project have been accepted by the City and the corresponding purchase price for such segments has been paid for by the City in accordance with the further terms of this Agreement. At no time shall the aggregate amount paid by the City to the Developer pursuant to this Agreement exceed the reasonable actual costs to the Developer of the segments of the Project theretofore acquired and then being acquired, as reasonably determined by the City with reference to its prior experience with similar types of construction or otherwise. No payment shall be made for any segment of the Project that includes facilities to be transferred to an Applicable Government until those facilities are accepted by the Applicable Government. If the reasonable actual costs of a segment of the Project approved by the City exceeds the corresponding price therefor listed on Exhibit D attached hereto, the City shall be obligated to pay such difference only if and to the extent that Bond proceeds are available to pay such excess because the aggregate amount of the City Incidental Expenses (defined herein) and the Developer Incidental Expenses (defined herein) are less than the collective amount stated in Section 1.4 hereof, or the price paid for another segment of the Project that has already been completed and accepted by the City is less than the corresponding price listed for that segment of the Project on Exhibit D attached hereto, or any combination of such factors.

H. Failure to Construct. In the event that the Developer does not build a segment of the Project in accordance with the approved final construction drawings and specifications and any amendments and addenda thereto described in Section 1.1.A hereof, or is late in completing a segment of the Project, the City may, at its option, proceed to build, complete, or rebuild as necessary that segment of the Project so that when completed such segment will be constructed in accordance with the approved final construction drawings and specifications and any amendments or addenda thereto. If the City elects to proceed in the manner described in the immediately preceding sentence, the Developer agrees to promptly transfer to the City, upon demand of the City, any real property, easements, or other real property rights then owned by the Developer necessary for the City to build, complete, or rebuild as necessary such segment of the Project. (Also, if not then prepared, the City may proceed to prepare such final construction drawings and specifications in accordance with the plans and specifications listed on Exhibit C attached hereto.) The City may apply the proceeds of the Bonds and amounts derived from any payment and performance bond required to be obtained pursuant to Section 1H hereof to the costs of such building, completing or rebuilding (and of preparing construction drawings and specifications, if necessary). The price to be paid to the Developer as listed on Exhibit D for any segment of the Project that is built, completed or rebuilt, or for which construction drawings and specifications are prepared, under this subsection shall be reduced by the amount applied by the City to such segment of the Project pursuant to this subsection. If these amounts are insufficient, the City shall make demand on the Developer to pay the amount of the insufficiency and the Developer shall immediately pay the City the amount of the insufficiency. The Developer will be treated as being late in completing any segment of the Project if such segment of the Project is not constructed within the timeline set forth for such segment in Exhibit D hereof. Notwithstanding the foregoing, the Developer shall not be deemed to be late in completing any segment of the Project to the extent that construction thereof is delayed as a result of occurrences beyond the control and without the fault or negligence of the Developer, including, without limitation, fire, earthquake, floods and other out of the ordinary actions of the elements, epidemics, enemy invasion, war, insurrection, sabotage, laws or orders of governmental, civil or military authorities, governmental restrictions and moratoria, riot, civil commotion and unavoidable casualty. Notwithstanding the foregoing, the Developer reasonably expects, as of the date of execution of this Agreement, that each segment of the Project will be completed by the Developer within the timeframe outline in Exhibit D attached hereto. In the event that the Developer is delayed by such occurrences, the time within which the Developer must complete such segment of the Project shall be extended by a reasonable period of time not less than the actual number of days that the Developer was delayed as a result of such occurrences, provided that the Developer recommences the construction of such segment at the earliest possible date following the cessation of such occurrence and proceeds with due diligence toward the completion thereof.

I. Cost Overruns. The Developer is responsible for the payment of, and agrees to pay, all costs of construction of the Project that exceed the amount available for that purpose from the proceeds of Bonds. It is presently estimated that the Developer will be required to pay approximately $18,600,000 pursuant to this subsection. When the sum of the amounts paid to the Developer pursuant to Section 1.5 hereof, together with the amounts requested to be paid pursuant to Section 1.5 hereof, equals or exceeds ninety percent of the original principal amount of the Bonds, the Developer shall furnish to the City a payment and

performance bond or, in the discretion of the Developer, cash in an amount equal to the amount of the excess of the estimated costs of constructing the remaining segments of the Project over the amount of Bond proceeds available for such purpose.

J. Completion of Project. In order to assist the City in complying with its obligations under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Developer hereby represents that it reasonably expects to submit reimbursable costs to the City pursuant to the provisions hereof in such time as will permit the City to expend not less than 85% of the net sale proceeds of any Bonds issued to finance the Project (or any portion thereof) within three years of the date of issuance of such Bonds.

1.2 Excess Bond Proceeds. In the event that segments (or project numbers) 1-6 of the Project have been completed, accepted and paid in full by the City pursuant to Section 1.1 hereof, and all of the City's Incidental Expenses and the Developer's Incidental Expenses have been paid pursuant to Section 1.4 hereof, and there remain unexpended proceeds of the Bonds (including interest earned on such proceeds) that are not needed for any purpose related to the Project, the City shall: (i) first use the remaining proceeds to reimburse all or a portion of segment (or project number) 7 listed in Exhibit D (the "Alternate Project") upon completion of the Alternate Project by the Developer and acquisition of the Alternate Project by the City in accordance with the further terms of this Agreement; and (ii) second, to the extent of any remaining unexpended proceeds of the Bonds, the City and the Developer may, by agreement, amend the Project to include additional segments eligible for financing under Chapter 271 of NRS and the City's guidelines that benefit the property assessed in the District and such unexpended Bond proceeds may be expended on such additional segments. If, as applicable, no amendment is made under clause (ii) within one year following payment of the purchase price of the Alternate Project, all unexpended proceeds of the Bonds shall, at the City's discretion and at the time deemed appropriate by the City, either: (a) be deposited into any revenue fund created by the trust indenture that authorized the issuance of the Bonds for use in accordance with the flow of funds established in such trust indenture; or (b) be deposited into any applicable redemption fund created by the trust indenture for use in redeeming the principal of and interest on the Bonds.

1.3 Oversizing.

A. Water Line Oversizing. The City shall not pay for any oversizing of water lines the cost of which is to be reimbursed to the Developer by the Las Vegas Valley Water District (the "LVVWD") under any agreements between the LVVWD and the Developer. The Developer agrees to not include the costs of any such oversizing in its cost estimates or final costs for any segment of the Project.

B. Sewer Line Oversizing. The City shall not pay for any oversizing of sewer lines the cost of which is to be reimbursed to the Developer by the City under any other agreement with the Developer or otherwise. The Developer agrees to not include the costs of any such oversizing in its cost estimates or final costs for any segment of the Project.

1.4 Incidental Expenses. The Developer and the City shall be entitled to be reimbursed for their incidental expenses (for each, its "Incidental Expenses") as follows:

A. Developer Incidental Expenses. The Developer shall be entitled to be reimbursed from Bond proceeds for the actual costs of the following estimated Incidental Expenses incurred and paid by the Developer, up to an amount not exceeding $470,000 (unless additional amounts are available from cost underruns on the Project or the City's Incidental Expenses): engineering expenses (estimated at $65,000); legal expenses (estimated at $80,000); cost of Phase I environmental site assessment (estimated at $25,000); other non-construction costs associated with the formation of the District (estimated at $150,000); and the deposit of $150,000 made by the Developer for City's costs. The City will, upon presentation of evidence of payment of the foregoing expenses by the Developer and approval thereof by the City, pay to the Developer the cost incurred, but only from the available proceeds of the Bonds.

B. City Incidental Expenses. The City shall be entitled to pay the following Incidental Expenses directly from the proceeds of the Bonds and the deposit of $150,000 made by SC East Landco, LLC (an affiliate of the Developer) for City costs, and any other monies provided to the City by the Developer for that purpose: (1) the cost of funding a reserve fund in the amount provided in the ordinance of the City authorizing the Bonds (the "Bond Ordinance"), up to the maximum amount permitted by the Tax Code (as hereinafter defined); (2) (a) the fees and expenses of the assessment engineer, (b) the cost of all internal or external construction inspection and testing, (c) the City's actual cost of issuing the bonds, which includes, without limitation, (i) the fees and expenses of bond counsel, the trustee, the assessment collection agent, and the financial consultant, (ii) the estimated cost of official statement printing and mailing, and (iii) the other costs listed in the purchase contract for the bonds to be paid by the City, including the estimated underwriter's discount, all such costs under this subsection (2) not to exceed $650,000 in the aggregate; and (3) the costs of an appraisal and market study for the District (estimated at $75,000). If the deposit made by the Developer for City costs and the available Bond proceeds are not sufficient to pay the City's Incidental Expenses, the Developer shall, at the request of the City, pay the amounts needed upon receipt of appropriate invoices with respect thereto.

1.5 Method of Payment. Payments made to the Developer, whether for the cost of a segment of the project or for reimbursement of the Developer's Incidental Expenses (as described in Section 1.4.A.), shall be made only on execution of a request for such payment signed by the Developer in the form attached as Exhibit L, by check or draft made out to the party designated in and mailed as provided in the form found at Exhibit L. The City shall not be obligated to make any payment if after such payment the amount of Bond proceeds remaining is less than ten percent of the original principal amount of the Bonds unless the Developer has complied with Section 1.1.I. hereof.

1.6 City Authorized to Pay. The City is authorized to directly pay all expenses listed in Section 1.4.B., without further authorization from the Developer, and shall provide to the Developer, at its request, with a copy of any invoice received with respect to those costs, or in the case of internal costs, other evidence of those costs.

ARTICLE 2
ASSESSMENTS; BONDS

2.1 Procedure. The Developer agrees that the City may proceed to order that the Project be acquired and improved, issue the Bonds and otherwise finance the cost of the Project, and levy assessments without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including without limitation, Chapters 332, 338, and 339 of the NRS, except as specifically provided in NRS 271.710. The Developer agrees that the Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710.

2.2 Financing. The City agrees to proceed with the financing of the improvements by levying assessments against the Property and issuing the Bonds in the manner described herein, and in the proposed forms of the City documents, all of which are listed on Exhibit H and are on file with the City Treasurer (the "City Documents"). The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessment Roll. The City will levy assessments against all of the Property in the manner provided in the assessment ordinance, and the amount of the assessment against each parcel of Property will not exceed that listed in the assessment roll attached hereto as Exhibit I. The final amount of the assessment against each parcel of Property shall be determined in the sole discretion of the City, subject to the limitations set forth in Exhibit I.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Developer hereby elects to pay the assessments against the Property in installments, with interest thereon as provided in the assessment ordinance. There will be fifty-nine (59) substantially equal semiannual installments due, which substantially equal semiannual installments will include both principal and interest. The Developer waives the right to pay the whole assessment against each parcel of the Property within 30 days after the effective date of the assessment ordinance. The Developer agrees that the Property is benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the Project that can be financed with the net proceeds of the Bonds.

2.5 Interest Rate.

A. Before the Bonds are issued, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the deferred assessment installments shall be set at 0% between the effective date of the assessment ordinance and the date of issuance of the Bonds.

B. Upon issuance of the Bonds, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the assessments will be a fixed interest rate that is not greater than one percentage point above the

highest interest rate on any of the Bonds unless a lesser amount is agreed to by the City in its sole discretion; provided, however, the interest rate on the assessments may, in the City's sole discretion, be set at 0% for any period of time during which interest is capitalized on the Bonds. Any interest received that is not used to pay the principal and interest on the Bonds may be used to pay the reasonable administrative and other expenses of the City in connection with the Bonds, the assessments, and the Project, and to the extent not so used shall be refunded to the property owners as required by NRS after the Bonds are paid in full. The interest rate on the Bonds shall not exceed by more than three percent the Index of Twenty Bonds that was most recently published before the bids on the Bonds are received or the negotiated offer on the Bonds is accepted.

2.6 Installment Due Dates. Assessment installments shall bear interest at the rate specified in Section 2.5 hereof from the date specified in the assessment ordinance, until paid in full. Fifty-nine (59) substantially equal semiannual installments will be due on April 1 and October 1 of each year, commencing and ending on the dates set forth in the assessment ordinance to be hereafter adopted, which substantially equal semiannual installments will include both principal and interest. The assessments will otherwise be payable as provided in the assessment ordinance. The payment dates and amounts of the installments may be altered and other terms of payment on the assessment may be changed as provided in the assessment ordinance in the case of a refunding of the Bonds. The City and the Developer agree that the City may, in its sole discretion, terminate any assessment installments that remain unpaid after the City has received assessment revenue sufficient to fully pay and defease all remaining principal and interest due on the Bonds to the defeasance or redemption date selected by the City.

2.7 Bond Reserve. A reserve fund (the "Bond Reserve") in the amount specified in the Bond Ordinance to be hereafter adopted will be created with the proceeds of the Bonds. The Bond Reserve will be used as additional security for the Bonds to pay any principal and interest on the Bonds when due, if the payment of the assessment installments is insufficient for that purpose, and the Bond Reserve and any interest and investment thereon will otherwise be used as provided in such Bond Ordinance or the trust indenture authorizing the issuance of the Bonds. The City may amend the City Documents to provide for other uses of the Bond Reserve in connection with a refunding of the Bonds and the owners of the property assessed in the District have no entitlement to any amounts in the Bond Reserve.

2.8 Waiver. The Developer agrees that all of the Property is benefited by the Improvements proposed to be acquired and constructed in the District by an amount at least equal to the maximum amount proposed to be assessed against such Property listed in the assessment roll attached as Exhibit I. The Developer further agrees to the City's assessing of the Property in the amounts listed in the assessment roll and waives any and all formalities required by the laws of the United States and of the State of Nevada in order to impose such assessments. The Developer consents and agrees to the assessments listed in the assessment roll for the District and agrees that those assessments may be made regardless of whether any or all of the Improvements proposed to be acquired and constructed as described herein are in fact acquired and constructed or any provisions of Article 3 hereof are followed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the City

Documents regardless of whether it completes the acquisition or construction of the Improvements or complies with Article 3 hereof. The Developer waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken had and done by the City, the Council and the officers of the City (including, without limitation, the proper description of all property that the Developer may own within the District and the giving of proper notices of the proceedings relating to the District) concerning the creation of the District and the levying of assessments to defray the cost and expenses of the Improvements in the District, except to the extent resulting from fraud, gross negligence, bad faith or abuse of discretion by the City. The Developer consents and agrees to be bound and consents and agrees that all its Property be bound and be subject to such assessment liens as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Developer also represents and warrants that in the Developer's reasonable opinion the market value of each parcel of Property owned by it in the District exceeds the amount of the maximum assessment proposed to be made against each such parcel of Property. The Developer agrees that its Property is benefited by at least the amounts listed in the assessment roll by the installation of the Project without regard to the availability of water, sewage treatment capacity, other utilities, or any combination thereof.

ARTICLE 3
MISCELLANEOUS

3.1 Federal Tax Covenant. The Developer covenants that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Developer or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"); or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code. The foregoing covenant shall remain in full force and effect until the date on which all obligations of the City in fulfilling the tax covenant contained in the Bond Ordinance have been met.

3.2 City Documents; Continuing Disclosure.

A. City Documents. The Developer agrees to all of the provisions of the City Documents listed in Exhibit H in the form thereof on file with the City Clerk with such changes therein as are approved by the City and the Developer. Any City Documents not now on file and changes to or additions to the City Documents must be approved by the City and the Developer. The City may amend the City Documents without obtaining the approval of the Developer whenever the outstanding assessments on property owned by the Developer in the District represent less than 40% of the aggregate outstanding assessments on property in the District, but the City may not increase an assessment against the Developer's property without the Developer's consent.

B. Continuing Disclosure. The City and the Developer agree to

execute a continuing disclosure agreement or certificate in a mutually acceptable form prior to the issuance of the Bonds obligating each party to make certain disclosures on an ongoing basis as required under Rule 15c2-12 of the United States Securities Exchange Commission. If the parties are unable to agree on a form of agreement or certificate, the Bonds will not be issued unless they qualify for an exemption from Rule 15c2-12.

3.3 No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, nor the installation by way of the District of, or the assessment of the Property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.4 Permits. The Developer hereby represents and warrants to the best of its knowledge after reasonable investigation that it has all governmental or other permits required to proceed with development of its Property and the Project and it has paid all fees relating thereto and any other fees owing with respect to the Project, except as listed in Exhibit J. The Developer covenants that it will obtain those permits it does not now have when needed, promptly upon its obtaining knowledge that such permits are needed, and pay all fees due. There is no impediment, to the Developer's knowledge, to proceeding with the Project to completion and proceeding with the development of the land owned by the Developer in the District.

3.5 Permitted Investments. Any funds invested by the City under this Agreement may be invested in any investment that would be lawful for the City under the provisions of Chapters 355 and 356 of NRS.

3.6 Indemnification and Defense of Suits.

A. Indemnification. The Developer agrees to protect and indemnify and hold the City, its officers or employees and agents and each of them harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the City, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the City, its officers, employees or agents or any combination thereof to the extent resulting from or arising out of (i) the acquisition, construction or financing of the Project by the City pursuant to this Agreement, (ii) any environmental or hazardous waste conditions (a) which existed on any property which is part of the Project at any time prior to final acceptance of the Project by the City or an Applicable Government and which was caused by the Developer or (b) which existed on any of the Property which is assessed at any time while the Developer owned such Property or which was caused by the Developer, provided said condition was not caused by the acts or omissions of the City; (iii) any act or omission negligent or otherwise of the Developer or any of its subcontractors, agents or anyone who is directly employed by or acting in concert with the Developer or any of its subcontractors, or agents, in connection with the Project or the District; (iv) the use of the monies supplied to the City by SC East Landco, LLC, an affiliate of the Developer, for the purposes described in the Deposit and Reimbursement Agreement dated as of April 1, 2020, between the City and SC East Landco, LLC. This Section 3.6 is not intended and shall not be construed to be a warranty of the construction, workmanship or of the materials or

equipment incorporated in the Project; it being agreed that the Developer's only warranty of such matters to the City is as stated in Section 1.1. It is further agreed that the indemnity of the Developer to the City shall not extend to any claims that result from acts or omissions of the City, its officers, employees, agents or contractors in connection with the operation, maintenance and repair of the Project.

B. Defense of Suits. The Developer agrees that it shall at its sole cost and expense defend (including, without limitation, by paying the cost of attorneys selected by the City to assist in such defense) the City, its officers, employees and agents and each of them in any suit or action that may be brought against it or any of them by reason of the City's involvement in the Project and the financing thereof, except to the extent resulting or arising from any such indemnified party's fraud, bad faith, or abuse of discretion, or by reason of any act or omission negligent or otherwise against the consequences of which the Developer has agreed to indemnify the City, its officers, employees or agents. If the Developer fails to do so, the City shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense including any attorneys' fees or court costs to and recover the same from the Developer.

C. No Indemnification in Certain Circumstances. No indemnification is required to be paid by the Developer for any claim, loss or expense arising from the willful misconduct or gross negligence of the City or its officers or employees.

D. Survival of Indemnification. The provisions of this Section shall survive the termination of this Agreement. It is not intended by the parties hereto that this indemnification provision revive any claim of or extend any statute of limitations which has run against, any third party.

3.7 Insurance.

A. The Developer shall procure and maintain, during the course of this Agreement, general liability, auto liability, property, and professional insurance as necessary to meet the financial obligations and liability of the Developer assumed in this Section. Said policies shall include coverage limits of not less than $2,000,000 per occurrence. The City shall be added as an additional insured on all policies and certificates of insurance and endorsements for each insurance policy signed by a person authorized by the insured to bind coverage and shall be provided to the City prior to any work occurring after the execution of this Agreement.

B. The Developer shall also procure and maintain workers compensation insurance on each of its employees in accordance with the laws of the State and shall require that all persons with whom they contract to perform any work in connection with the Project also procure and maintain that insurance for each person employed to perform work on or services for the Project.

C. All contracts entered into by the Developer for the completion of work or professional services required pursuant to this Agreement shall contain indemnification and insurance clauses to protect the City's interest. Said coverages shall meet or exceed City "Minimum Standards" as required in the design and construction agreements as if contracts were

entered into directly with City. A copy of such City "Minimum Standards" may be obtained from the Regional Transportation Commission.

3.8 No Third Party Beneficiary. None of the provisions of this Agreement is intended to constitute the owners of property assessed, the general public, or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries or project damage pursuant to this Agreement.

3.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by either party hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.10 Inspection of Books. The City will permit the Developer to inspect its books and records pertaining to the District, including but not limited to information relating to bond principal outstanding, interest disbursements, administrative costs and fund balances.

3.11 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement of the parties hereto. This Agreement may be modified by the parties hereto but only by a written instrument signed and acknowledged by each party and recorded with the County Recorder of Clark County.

3.12 Further Assurances. The Developer and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other its rights, powers, and remedies hereunder. The Developer shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.13 Obligations of the Developer; Guarantee. The obligations of the Developer under Articles 1 and 3 hereof are obligations of the Developer upon which the Developer is personally liable and which are also secured by the guarantee attached hereto as Exhibit M. The obligations to pay assessments in Article 2 pertain only to the land owned by the Developer in the District and are not personal obligations of the Developer.

3.14 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepared, addressed as follows:

If to the City:

City of Las Vegas, Nevada
c/o City Manager
495. S. Main St.
Las Vegas, NV 89101

If to the Developer:

Northland LLC
c/o Lennar, Inc.
9275 W. Russell Road, Suite 400
Las Vegas, NV 89148

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works, Treasurer, and City Attorney at:

Director of Public Works
City of Las Vegas
333 N. Rancho Dr.
Las Vegas, NV 89106

City Treasurer
City Hall
495 S. Main St.
Las Vegas, NV 89101

and

City Attorney
City Hall
495. S. Main St.
Las Vegas, NV 89101

If notice hereunder is given to the Developer, a copy should be forwarded by first-class mail, postage prepaid, to the Developer's general counsel at:

Melanie Houk
Deputy General Counsel - Transactions
15131 Alton Parkway, Suite 345
Irvine, CA 92618

3.15 No Waivers. No failure or delay on the part of either party in enforcing any provision shall operate as a waiver thereof, nor shall any single or partial enforcement of any provision hereof preclude any other or further enforcement or the exercise of the same or any other right, power or remedy the either party may have.

3.16 Attorney Fees. If the City incurs attorneys' fees or expenses or any other fees and expenses in connection with the actual or overtly threatened breach by the Developer of any provision hereof or in enforcing the provisions hereof, the City shall be entitled to recover such fees and expenses from the Developer.

3.17 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the City and the Developer agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.18 Construction; Time. The language of this Agreement shall be construed as a whole according to its fair meaning and intent and not strictly for or against any party. Both parties were represented by counsel in the negotiation of this Agreement, and this Agreement shall be deemed to have been drafted by both of the parties. Time is of the essence of this Agreement and all terms, provisions, covenants, and conditions hereof.

3.19 Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The City and the Developer agree to be bound to the nonexclusive jurisdiction of any court of the State located in Clark County or the United States District Court for the State for the purpose of any suit, action or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby, at the election of the party initiating any such suit, action or other proceeding, which is brought by or against the Developer or the County and the parties each hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

3.20 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District. Nothing herein obligates the City to issue the Bonds, however, the obligations of the Developer hereunder (except as provided in the following sentence) are contingent on the issuance of the Bonds by the City. If the Bonds are not issued by December 31, 2020 for any reason, this Agreement may be terminated by either party, but the Developer shall be responsible for payment of all of the costs incurred by the Developer and by the City prior to that date. The amount of such costs incurred by the City shall not be contestable or appealable, absent fraud or gross abuse of discretion. The Developer shall pay to the City the costs submitted in the City's statement within thirty (30) days after receiving notice of the amount of the costs.

3.21 Term of Agreement. Except as otherwise provided in Sections 3.1 and 3.6 hereof, this Agreement shall be in effect from the date and year first mentioned above until the later of (i) the date all of the Bonds (including through a series of refundings) have been retired or (ii) the date on which all of the assessments against property in the District have been paid in full.

3.22 Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

3.23 Conveyance Restriction; Recording. The Developer agrees not to convey any parcel, lot or real property interest in any of the Developer Property in the District to any party until after this Agreement has been recorded in the office of the County Recorder. The City agrees to record this Agreement within 5 days of its execution by all parties. Recording shall have the effect provided in Subsection 2 of NRS 271.720 and shall make Article 2 of this Agreement binding on all persons or entities who acquire any of the property in the District before the assessments and Bonds are paid in full.

3.24 Disclosure to Transferees. The Developer agrees to inform any transferee of property in the District who acquires title from the Developer of the existence of the assessments and to obtain from any such transferee of any property in the District, which can be legally subdivided into smaller parcels, a covenant to give to each homebuyer transferee a disclosure statement in substantially the form attached hereto as Exhibit K, and to use its best efforts to obtain the homebuyer's signature on that statement and return a copy of it to the City.

3.25 Reapportionment of Initial Assessments.

A. The City and the Developer acknowledge and agree that only a portion (presently expected to be approximately 97.2 net assessable acres) of the total acreage of APNs 125-06-810-003 and 125-06-110-002 is presently intended to be subject to an assessment lien to secure the repayment of the Bonds following the future filing by the Developer of a map subdividing such APNs. Promptly, but in no event more than 90 days, following the filing of a map that subdivides APNs 125-06-810-003 and 125-06-110-002 in such a manner as to produce a land plan generally consistent with Exhibit A-2, the City shall apportion the assessments within the District so that they only place a lien on that portion of the District generally depicted in Exhibit A-2.

B. Notwithstanding paragraph A of this Section 3.25, the Developer and the City reserve the right, without Bondholder consent, to amend this Agreement and, if necessary, any of the documents identified in Exhibit H as well as the Engineer's Report for the District, to allow for an apportionment of the initial assessments on not less than 333.5 net assessable acres located within any portion of the District, provided the assessment lien per net assessable acre does not exceed $80,000.

C. The Developer hereby agrees to notify, in writing, any party to which it transfers any portion of the Developer Property of the limitations contained in paragraph B of this Section 3.25. Such notification shall be contained in the purchase contract between the Developer and any such transferee or, alternatively, be contained in a separate written acknowledgement received by the Developer contemporaneously with such transfer.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the City and the Developer have caused this Development and Financing Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

_____
LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

_____
JAMES B. LEWIS, City Attorney

NORTHLAND LLC,
a Delaware limited liability company

By_____
Its_____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on August ___, 2020, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on August ___, 2020 by LuAnn D. Holmes, MMC, as City Clerk of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on August ___, 2020 by _____, as _____ of Northland LLC, a Delaware limited liability company.

(SEAL)

_____
Notary Public

EXHIBIT A-1

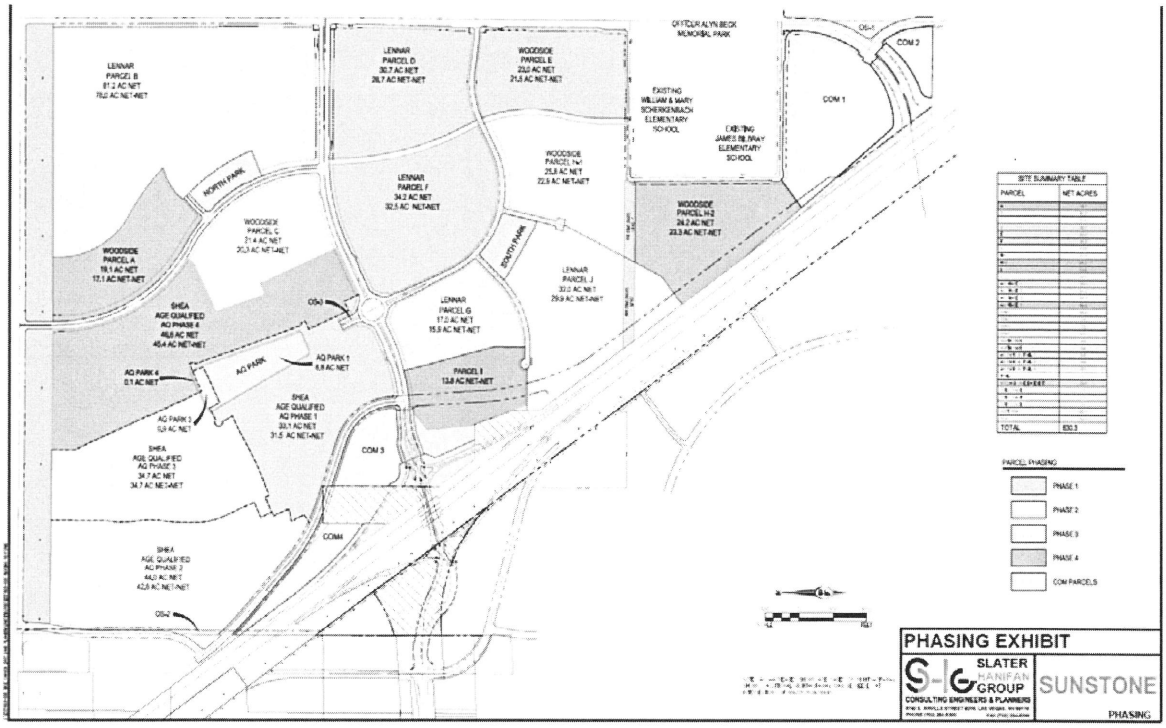
LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

PARCELS 3 (THREE), 4 (FOUR), 12 (TWELVE), 13 (THIRTEEN) AND 15 (FIFTEEN) THROUGH 17 (SEVENTEEN) OF PARENT FINAL MAP OF SUNSTONE, A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 161 OF PLATS, PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT A-2

SPECIAL IMPROVEMENT DISTRICT NO. 611 (SUNSTONE PHASE I AND II) GENERAL DEPICTION OF PORTION OF DISTRICT TO BE ASSESSED FOLLOWING FILING OF SUBSEQUENT MAP (REFERENCE SECTION 3.25 OF THIS AGREEMENT)



*The foregoing map visually depicts the anticipated boundaries of the District following the map recording described in Section 3.25.

EXHIBIT B

TITLE EXCEPTIONS

[SEE ATTACHED]

Commitment No.: NCS-1014889-HHLV

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.

5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or Title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

   Exceptions 1-6 will be omitted on extended coverage policies

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

8. Water rights, claims or title to water, whether or not shown by the public records.

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9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.

10. Any taxes that may be due as provided under NRS 361.4725.

11. A right-of-way granted by decision, dated August 21, 1970, by the Bureau of Land Management under Serial Number NEV013376 et (N-121) to State of Nevada, Department of Highways for Highway (U.S. 95) including access rights under right-of-way grant filed in the office of the Bureau of Land Management over a portion of said land, as recorded in the Office of the County Recorder of Clark County, Nevada on December 22, 1972 in Book 288, as Instrument No. 247599 of Official Records.

(Affects all parcels)

12. A right-of-way granted by decision, dated September 25, 2001, by the Bureau of Land Management under Serial Number N-62751 to Las Vegas Valley Water District for water main under right-of-way grant filed in the office of the Bureau of Land Management over a portion of said land, as recorded in the Office of the County Recorder of Clark County, Nevada on October 12, 2001 in Book 20011012, as Instrument No. 01161 of Official Records.

(Affects Parcels 12, 13 and 17)

13. A right-of-way granted by decision, dated December 05, 2002, by the Bureau of Land Management under Serial Number N-62751-01 to Las Vegas Valley Water District for storage of pipeline material, placement of evacuation soils, construction equipment and traffic control for the construction of the pipeline under right-of-way grant filed in the office of the Bureau of Land Management over a portion of said land, as recorded in the Office of the County Recorder of Clark County, Nevada on January 16, 2003 in Book 20030116, as Instrument No. 02001 of Official Records.

(Affects Parcels 13 and 17)

14. A right-of-way granted by decision, dated April 04, 2003, by the Bureau of Land Management under Serial Number N-75702 to Nevada Power Company for underground electrical distribution line under right-of-way grant filed in the office of the Bureau of Land Management over a portion of said land, as recorded in the Office of the County Recorder of Clark County, Nevada on April 17, 2003 in Book 20030417, as Instrument No. 02746 of Official Records.

(Affects Parcels 15 and 16)

15. A right-of-way granted by decision, dated May 28, 2003, by the Bureau of Land Management under Serial Number N-75757 to City of Las Vegas for roadway, sanitary sewer and drainage purposes and related purposes under right-of-way grant filed in the office of the Bureau of Land Management over a portion of said land, as recorded in the Office of the County Recorder of Clark County, Nevada on June 30, 2003 in Book 20030630, as Instrument No. 00811 of Official Records.

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Document(s) declaring modifications thereof recorded June 18, 2004 in Book 20040618 as Instrument No. 01781 of Official Records.

A document entitled "Partial Relinquishment of Right-of-Way Grant N-75757" recorded February 01, 2005 in Book 20050201 as Instrument No. 04670 of Official Records.

A document entitled "Amendment to Partial Relinquishment of Right-of Way Grant N-75757" recorded February 09, 2005 in Book 20050209 as Instrument No. 00994 of Official Records.

A document entitled "Partial Relinquishment Accepted" recorded September 19, 2008 in Book 20080919 as Instrument No. 03131 of Official Records.

(Affects Parcels 13, 15, 16 and 17)

16. A right-of-way granted by decision, dated May 07, 2003, by the Bureau of Land Management under Serial Number N-76109 to City of Las Vegas for right for permanent right-of-way for roadway, sanitary sewer and drainage purposes and related purposes on public lands under right-of-way grant filed in the office of the Bureau of Land Management over a portion of the land, as recorded in the Office of the County Recorder of Clark County, Nevada on September 09, 2003 in Book 20030909, as Instrument No. 02351 of Official Records.

(Affects Parcels 15, 16 and 17)

17. A right-of-way granted by decision, dated June 9, 2004, by the Bureau of Land Management under Serial Number N-75757A to City of Las Vegas for roadway, sanitary sewer and drainage purposes under right-of-way grant filed in the office of the Bureau of Land Management over a portion of the land, as recorded in the Office of the County Recorder of Clark County, Nevada on June 18, 2004 in Book 20040618, as Instrument No. 01781 of Official Records.

(Affects Parcels 4, 13, 17, 12 and 16)

18. A right-of-way granted by decision, dated August 18, 2004, by the Bureau of Land Management under Serial Number N-42592G to Nevada Power Company for right to construct, operate, maintain, and terminate an underground 15kv distribution line with related appurtenances on public lands under right-of-way grant filed in the office of the Bureau of Land Management over a portion of the land, as recorded in the Office of the County Recorder of Clark County, Nevada on September 24, 2004 in Book 20040924, as Instrument No. 02389 of Official Records.

(Affects Parcel 3)

19. Reservations, provisions and easements as contained in Patent from the United States of America, recorded August 03, 2005, in Book 20050803 of Official Records, as Instrument No. 01359.

(Affects all parcels)

20. A document entitled "Notice of Las Vegas Notice of Zoning Action" recorded May 14, 2008 in Book 20080514 as Instrument No. 00196 of Official Records.

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(Affects all parcels)

21. Any adverse claim or boundary dispute which may exist or arise by failure of the reservation of the highway known as U.S. Highway 95/Rancho Drive in favor of the Nevada Department of Transportation, as described in the Patent from the United States as a "right of way", to define or locate with certainty the boundaries of the said "right of way" known as U.S. Highway 95/Rancho Drive.

(Affects all parcels)

22. An easement for public utilities and incidental purposes in the document recorded June 8, 2015 in Book 20150608 as Instrument No. 00944 of Official Records.

(Affects Parcels 15 and 16)

23. An easement for public utilities and incidental purposes in the document recorded June 8, 2015 in Book 20150608 as Instrument No. 00947 of Official Records.

(Affects Parcels 3 and 15)

24. An easement for public utilities and incidental purposes in the document recorded June 8, 2015 in Book 20150608 as Instrument No. 00948 of Official Records.

(Affects Parcel 3)

25. Covenants, conditions, easements and restrictions in a Final Order of Condemnation recorded October 2, 2015, in Book 20151002 as Instrument No. 03298 of Official Records.

(Affects all parcels)

26. An easement for surface and subsurface drainage channels, pipes, conduits and attached appurtenances and the right of ingress and egress and incidental purposes in the document recorded May 18, 2016 in Book 20160518 as Instrument No. 03874 of Official Records.

(Affects Parcel 16)

27. A document entitled "Ordinance No. 6698" recorded August 29, 2019 in Book 20190829 as Instrument No. 04188 of Official Records.

And also document recorded August 29, 2019 in Book 20190829 as Instrument No. 04599.

(Affects all parcels)

28. An easement for Drainage and incidental purposes in the document recorded September 12, 2019 in Book 20190912 as Instrument No. 02333 of Official Records.

(Affects Parcels 3 and 4)

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29. An easement for Drainage and incidental purposes in the document recorded October 30, 2019 in Book 20191030 as Instrument No. 02561 of Official Records.

(Affects Parcel 4)

30. A Deed of Trust to secure an original indebtedness of $55,000,000.00 recorded November 15, 2019 in Book 20191115 as Instrument No. 02173 of Official Records.

Dated:	November 15, 2019
Trustor:	SC East Landco, LLC, a Delaware limited liability company, Northland LLC, a Delaware limited liability company, Eastland LLC, a Delaware limited liability company and East of 95 LLC, a Delaware limited liability company
Trustee:	Western Alliance Bank
Beneficiary:	Western Alliance Bank

(Affects all parcels with other property)

31. A document entitled "Memorandum of Assignment and Assumption of Agreement" recorded January 14, 2020 in Book 20200114 as Instrument No. 02552 of Official Records.

(Affects all parcels)

32. An easement for bus shelter pad and incidental purposes in the document recorded January 15, 2020 in Book 20200115 as Instrument No. 01726 of Official Records.

(Affects Parcel 4)

33. An easement for bus shelter pad and incidental purposes in the document recorded January 15, 2020 in Book 20200115 as Instrument No. 01728 of Official Records.

(Affects Parcel 13)

34. An easement for bus shelter pad and incidental purposes in the document recorded January 15, 2020 in Book 20200115 as Instrument No. 01729 of Official Records.

(Affects Parcel 13)

35. An easement for bus shelter pad and incidental purposes in the document recorded January 15, 2020 in Book 20200115 as Instrument No. 01730 of Official Records.

(Affects Parcel 17)

36. An easement for bus shelter pad and incidental purposes in the document recorded January 15, 2020 in Book 20200115 as Instrument No. 01731 of Official Records.

(Affects Parcel 12)

37. An easement for bus shelter pad and incidental purposes in the document recorded January 15, 2020 in Book 20200115 as Instrument No. 01732 of Official Records.

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(Affects Parcel 3)

38. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded January 23, 2020, in Book 20200123 as Instrument No. 03320 of Official Records, over a portion of the land.

(Affects Parcel 17)

39. An easement for public utilities and incidental purposes in the document recorded January 30, 2020 in Book 20200130 as Instrument No. 01342 of Official Records.

(Affects all parcels)

40. Easements as shown and/or dedicated upon the parent final map of Sunstone, a common interest community, on file in Book 161 of plats, Page 40, of Official Records.

- And amended by that certain Certificate of Amendment recorded May 11, 2020 in Book 20200511 as Instrument No. 01329 of Official Records.

(Affects all parcels)

41. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2020, in Book 20200430 as Instrument No. 01089 of Official Records, over a portion of the land.

(Affects Parcel 17)

42. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2020, in Book 20200430 as Instrument No. 01090 of Official Records, over a portion of the land.

(Affects Parcel 12)

43. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2020, in Book 20200430 as Instrument No. 01091 of Official Records, over a portion of the land.

(Affects Parcel 17)

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44. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2020, in Book 20200430 as Instrument No. 01092 of Official Records, over a portion of the land.

(Affects Parcel 16)

45. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2020, in Book 20200430 as Instrument No. 01093 of Official Records, over a portion of the land.

(Affects Parcel 12)

46. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2020, in Book 20200430 as Instrument No. 01094 of Official Records, over a portion of the land.

(Affects Parcel 13)

47. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2020, in Book 20200430 as Instrument No. 01095 of Official Records, over a portion of the land.

(Affects Parcel 16)

48. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2020, in Book 20200430 as Instrument No. 01096 of Official Records, over a portion of the land.

(Affects Parcel 12)

49. Any statutory lien for labor or materials arising by reason of any work of improvement now in progress or recently completed.

(Affects all parcels)

50. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

51. Rights of parties in possession.

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INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

NOTE: Taxes for the fiscal year July 1, 2019 through June 30, 2020, including any secured personal property taxes collected therewith.

APN 125-06-501-001
Total tax: $53,735.51 (Paid)

(The new APN's will be 125-06-610-001 and 125-06-110-002)

(Affects portion of Parcel 4, portion of Parcel 3 and other property)

NOTE: Taxes for the fiscal year July 1, 2019 through June 30, 2020, including any secured personal property taxes collected therewith.

APN 125-06-701-001
Total tax: $41,153.14 (Paid)

(The new APN's will be 125-06-610-001, 125-06-710-003, 125-06-810-004, 125-06-710-002, 125-06-810-003, 125-06-810-002 and 125-06-110-002)

(Affects Parcels 12, 13, 17, portion of Parcel 4, portion of Parcel 16, portion of Parcel 15, portion of Parcel 3 and other property)

NOTE: Taxes for the fiscal year July 1, 2019 through June 30, 2020, including any secured personal property taxes collected therewith.

APN 125-07-501-005
Total tax: $6,373.05 (Paid)

(The new APN's will be 125-06-810-003 and 125-06-810-002)

(Affects portion of Parcel 16, portion of Parcel 15 and other property)

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NOTE: Taxes for the fiscal year July 1, 2019 through June 30, 2020, including any secured personal property taxes collected therewith.

APN 125-07-602-001
Total tax: $551.28 (Paid)

(The new APN will be 125-06-810-003)

(Affects portion of Parcel 16 and other property)

NOTE: Taxes for the fiscal year July 1, 2019 through June 30, 2020, including any secured personal property taxes collected therewith.

APN 125-06-101-001
Total tax: $864.06 (Paid)

(The new APN will be 125-06-110-002)

(Affects portion of Parcel 3 and other property)

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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EXHIBIT C

LIST OF PROJECT PLANS

SC East Landco, LLC
Sunstone - List of SID Project Plans

Project Number	Project Name	Plan Description	City of Las Vegas Permit	LVVWD Permit
	Primary Projects			
1	Moccasin 16" Water	2975 Zone 16" Water Main and PRV	L19-01794	136733
2	Moccasin Storm Drain	Moccasin RD CCRFCD Flood Control Facility US 95/Kyle Canyon Rd. Interchange to Moccasin Rd.	L19-00791	135012
3	36" Water Transmission Main	Contract No. C1568 Skye Canyon 2860 Zone Pipeline	L19-02768	C1568
4	Log Cabin Road	Sunstone Phase 1 Log Cabin Way	L19-02444	136937
5	Skye Canyon Park Drive (Phase	Sunstone Phase 1 N. Skye Park Dr.	L19-02149	136901
6	O'Hare Road	Sunstone Phase 1 O'Hare Rd.	L19-02414	136914
	Alternate Project			
7	Sunbridge Point Way	Sunstone Phase 1 Sunbridge Pointe Way	L19-02548	137010

Source: Applicant

EXHIBIT D

PROJECT PHASES WITH ESTIMATED COMMENCEMENT AND COMPLETION DATES AND COST

Project Costs:

Project Number	Description	SID Eligible Improvements Costs	Soft Costs (Eng., Const. Admin., Fees, Insp., Etc.) (15%)	Total Costs	Phase I and II Fair Share Cost Allocation (50.2%)	Phase III & IV Fair Share Cost Allocation (49.8%)
	Primary Projects (1)					
1	Moccasin 16" Water	$ 834,935	$ 125,240	$ 960,175	$ 482,008	$ 478,167
2	Moccasin Storm Drain	$ 12,731,045	$ 1,909,657	$ 14,640,702	$ 7,349,632	$ 7,291,069
3	36" Water Transmission Main	$ 2,322,101	$ 348,315	$ 2,670,416	$ 1,340,549	$ 1,329,867
4	Log Cabin Road	$ 6,512,197	$ 976,830	$ 7,489,027	$ 3,759,491	$ 3,729,535
5	Skye Canyon Park Dr. (Phase 1)	$ 3,217,257	$ 482,589	$ 3,699,846	$ 1,857,322	$ 1,842,523
6	O'Hare Road	$ 3,976,775	$ 596,516	$ 4,573,291	$ 2,295,792	$ 2,277,499
Subtotal - Primary Projects		$ 29,594,310	$ 4,439,147	$ 34,033,457	$ 17,084,795	$ 16,948,661
	Alternate Project (2)					
7	Sunbridge Point Way	$ 6,175,981	$ 926,397	$ 7,102,378	$ 3,565,394	$ 3,536,984
Total SID Eligible Costs		$ 35,770,291	$ 5,365,544	$ 41,135,835	$ 20,650,189	$ 20,485,646

Source: Applicant

Footnotes

(1) Represent the Primary Projects to be financed through the SID.

(2) Alternate Project to be financed only to the extent that there are costs savings related to the Primary Projects.

* For the avoidance of doubt, the purchase price of each segment of the Project is the price listed in the column titled "Phase I and II Fair Share Cost Allocation (50.2%)."

Project Commencement and Completion Dates:

Project Number	Description	Estimated Start Date	Estimated Completion Date
	Primary Projects		
1	Moccasin 16" Water	February-20	August-20
2	Moccasin Storm Drain	September-19	November-20
3	36" Water Transmission Main	June-20	July-21
4	Log Cabin Road	May-20	March-21
5	Skye Canyon Park Drive (Phase 1)	May-20	March-21
6	O'Hare Road	June-20	April-21
	Alternate Project		
7	Sunbridge Point Way	April-21	February-22

EXHIBIT E

SUPPLEMENTAL GENERAL CONDITIONS - CONSTRUCTION

CONSTRUCTION CONTRACT DOCUMENTS

1. REFERENCE SPECIFICATIONS AND DEFINITIONS

It is understood that Northland LLC, a Delaware limited liability company (the "Developer"), will be acting as the general contractor for the Project (as defined in the Development and Financing Agreement to which this Exhibit E is attached, the "Agreement") through the Developer's affiliated development management entity, Greystone Nevada, LLC, a Delaware limited liability company (the "Contractor"). To the extent applicable, the Developer expressly warrants and acknowledges that all provisions of this Exhibit E and the following Exhibit F pertaining to the Developer will be incorporated into any and all contracts executed by the Developer with the Contractor (the "Contractor Agreements," as applicable to either the Developer or the Contractor) or will otherwise be complied with by the Contractor to the same extent as if the Contractor were a party to the Agreement. Capitalized terms used in this Exhibit E and not otherwise defined have the meanings given to such terms in the Agreement.

The standards and codes listed below are an integral part of the Agreement and are incorporated herein by reference. The Developer and the Contractor are advised to become familiar with the content of the following documents, as they shall govern the construction of the Project. Work on any public utility shall be performed in accordance with the Uniform Standard Specifications and Drawings except where modified by the utilities' own standards.

A. **Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada** (the "Standard Specifications");

B. **Uniform Standard Drawings for Public Works Construction, Clark County Area, Nevada, Volume I and Volume II** (the "Standard Drawings");

C. **Manual On Uniform Traffic Control Devices** (the "M.U.T.C.D.");

D. **State of Nevada Standard Specifications for Road and Bridge Construction** (the "NDOT Standard Specifications" or the "State of Nevada Standard Specifications");

E. **State of Nevada Standard Plans for Road and Bridge Construction** (the "NDOT Standard Drawings" or the "State of Nevada Standard Plans");

F. **Nevada Work Zone Traffic Control Handbook** (the "Work Zone Handbook");

G. **American Society for Testing and Materials** (the "ASTM");

H. **Uniform Design and Construction Standards for Water Distribution Systems** (the "Water District Standards");

I. **Southern Nevada Design and Construction Standards for Wastewater Collection Systems** (the "Sewer Specifications"); and

J. **City of Las Vegas Municipal Code** (the "City Code").

2. LICENSING OF CONTRACTOR

As of the date of this Agreement, the Developer represents that the Contractor is duly licensed for this particular work. Should the Contractor intend to sub-let portions of the work, the Developer shall insure that all subcontractors be licensed in accordance with the Nevada State laws and the City Code.

3. CONTRACT DRAWINGS

The plans used by the Contractor (the "CONTRACT DRAWINGS") do not purport to show all the detail of the work. They are intended to illustrate the character and extent of the performed desires under the contract. Therefore, they may be supplemented or revised from time to time, as the work progresses, by Developer's engineer (the "ENGINEER") or by the Contractor.) Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the work.

4. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other contract agreements shall be orally made to any subcontractor during the bidding process. Bidders shall take no advantage of any apparent error or omission in the bidding documents. In the event the Bidders discover such an error or omission, they shall immediately notify the ENGINEER. Every request for an interpretation should be in writing addressed to the ENGINEER.

5. CONFLICTING CONDITIONS

Any provisions in the Contractor DRAWINGS which may be in conflict or inconsistent shall be void to the extent of such conflict or inconsistency. The order of precedence of the documents shall be as follows:

A. **Addenda**;

B. **Change Orders**;

C. **Special Conditions**;

D. **Supplemental General Conditions**;

E. **General Conditions**;

F. **Standard Specifications**;

G. **Standard Drawings**; and

H. **Contract Drawings**.

6. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of Chapter 338.010 through 338.090 of N.R.S. and other laws required to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be physically amended to make such insertion or correction. Questions involving the Prevailing Wage Rates – Clark County should be referred to the Labor Commissioner, State of Nevada, at (702) 486-2650.

7. INDEMNITY

The Developer will expressly acknowledge and will agree to protect, indemnify and hold the City, its officers, employees, agents, consulting engineers and other retained consultants, harmless from and against any and all claims, damages, losses, suits, actions, decrees judgments, attorney's fees, court costs and other expenses of any kind or character which the City, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the City, its officers employees, agents, consulting engineers or other retained consultants; (i) to the extent resulting from, or by reason of, or arising out of, or on account of, or in consequence of the operations of the Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any sub-contractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this agreement, or (ii) to the extent resulting from, or by reason, or arising out of or in account of, or in consequence of, any neglect in safeguarding the work; or (iii) to the extent resulting from the use of unacceptable materials in construction of the work; or (iv) because of any claim or amount recovered under the Nevada Industrial Insurance Act, or any other law, ordinance, order or decree. The Developer will defend, at its own expense, the City, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, to the extent resulting from, or by reason of, or on account of, or in consequences of any act or omission against which the Developer has indemnified the City. If the Developer shall fail 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 of such defense to the Developer, including attorney's fee and court costs.

The Developer shall guarantee the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with this Agreement.

8. CLARK COUNTY POLLUTION CONTROL

Prior to starting construction, the Contractor shall obtain a Dust Control Permit for Construction Activities from the Clark County Department of Air Quality, and shall pay all costs therefore and conform to all rules and regulations thereof.

The Contractor shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including but not limited to:

A. Nevada Revised Statute 445: Air Quality Regulation;

B. Registering with the Clark County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board;

C. Adhering to all Clark County Air Pollution Board regulations; and

D. No time extensions shall be granted for time lost due to violations of Clark County Pollution Regulations.

9. NATIONAL POLLUTION DISCHARGE PERMIT

If the construction activity will disturb one or more acre of land, a General National Pollutant Discharge Elimination System (NPDES) Permit *may* be required. It will be the Developer's responsibility to determine if this permit is required.

10. EQUAL EMPLOYMENT OPPORTUNITY

The Developer acknowledges the following provisions:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin.

B. The Contractor will take action to ensure that the applicants are considered for employment, and that employees are treated during employment without regard to their race, sex, creed, color, or national origin. Such action 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

11. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS

The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

12. PROHIBITED INTERESTS

No official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any sub-contract in connection with the construction of the Project, shall become 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 to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract sub-contract, insurance contract, or any other contract pertaining to the project.

13. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contractor Agreements, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with this Agreement, or relieve the Contractor of liability in respect to any express warranties, or responsibility for faulty materials or workmanship. The Developer shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work by the City or other applicable government unless a longer period is specified. The City will give notice to the Developer of observed defects with reasonable promptness.

14. PROSECUTION AND PROGRESS

If applicable, any subcontractor agreements will bind subcontractors and the Contractor by the terms of the General Conditions insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the City may exercise over the Developer under any provisions of the Contractor Agreements.

15. CITY'S RIGHT TO WITHHOLD APPROVAL

The Developer agrees to indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishes of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of the Contractor, (ii) the Developer shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived, and (iii) if the Developer fails to perform, the construction project will not be approved for acquisition until the Developer furnished satisfactory evidence that all obligations have been discharged.

16. WARRANTIES

The Developer shall provide that warranties for equipment, products, material and supplies required by the Standard Specifications, Standard Drawings, and Contract Drawings shall commence at the date of filing of the Notice of Completion.

EXHIBIT F

LIST OF SPECIAL CONDITIONS AND SPECIFICATIONS

The acquisition process for Special Improvement District No. 611 (SunStone Phase I and II) (the "District") will be administered by the City of Las Vegas (the "City"), in accordance with the Engineer's Report and the articles outlined in the Development and Financing Agreement (the "Agreement") to which this Exhibit F is attached. This Exhibit F and Exhibit E, which is also attached to the Agreement ("Exhibit E"), constitute the entire set of requirements that Northland LLC, a Delaware limited liability company (the "Developer"), must adhere to in order for the City to systematically acquire each segment of the Project (as defined in the Agreement). Exhibit E establishes additional criteria that will be required to provide an orderly and systematic method for the Developer to construct the Project and for the City to acquire the Project. Where this Exhibit F contradicts any item in the Contractor Agreements (as defined in Exhibit E), the methodology set forth in this Exhibit F shall be used to change, amend, alter or modify the Contractor Agreements, as required, to provide for the completion and acquisition of the Project.

1. DEVELOPER DRIVEN SPECIAL IMPROVEMENT DISTRICT DEFINITIONS

A special improvement district is a legal device by which the City can permit a developer to utilize the state laws pertaining to assessment districts (NRS 271) in a format that permits the City to use municipal bond fund proceeds to acquire the infrastructure improvements necessary for the District. The municipal bond fund proceeds are used to acquire those infrastructure improvements the district needs to accomplish its intended purpose. The District is a residential community. The infrastructure improvements are those public improvements required to provide necessary services normally provided by the City to projects of similar scope.

As a developer-driven special improvement district, the Developer will build the Project and the City will acquire segments of the Project on behalf of the future property owners using the bond fund proceeds. The future property owners will be assessed on a benefits basis for the amount of the bond proceeds. It is understood that the Contractor (as defined in Exhibit E) will develop the Project on the Developer's behalf. The procedures for this contracting arrangement are normal and usual for the industry. In order to permit this to occur and simultaneously adhere to the requirements of NRS 338.010 through 338.090 inclusive, the following items are hereby made a part of the Agreement.

A. **Project and Construction Projects Defined**. As specified in the Agreement, the infrastructure improvements that will be built with the proceeds of the sale of municipal bonds are in aggregate referred to as the Project.

B. **Bidding and Award of Construction Projects**. The general conditions set forth in Exhibit E establish the requirements that are applicable to the bidding and award of each segment of the Project. Such general conditions are modified by these special conditions to

provide for the special nature of the Developer-driven special improvement district. The modifications include the requirements as follows:

i. **Bidding**. The requirement to publicly notice the bid is waived in order to provide the Developer the latitude to work with qualified contractors that understand the unique nature of the land development business and will work with the Developer to achieve his goals.

ii. **Bid Review**. There will be an opening of all bids, if bidding is selected to obtain the most cost effective contractor.

iii. **Award**. The Developer will proceed to award the Project.

iv. **Bid Tabulations** – If the Project is bid, bid tabulations will be prepared by the Developer listing the contractors and their price breakdown for each of the bid items. Where alternate bid items have been permitted the tabulation shall reflect the alternate bid as well.

v. **Combining of Construction Projects**. If the Developer awards two or more segments of the Project, the payment items in the related construction contract will clearly define the pay items associated with each segment of the Project. If this is not possible then the applicable segments of the Project will be acquired at the same time.

vi. **Notices**. The Developer shall provide copies of the following immediately to the City for each segment of the Project at the time of request for reimbursement for the costs of such segment of the Project:

a. **Notice of Award**

b. **Notice to Proceed**

c. **Notice of Acceptance**

2. SUBMISSION FOR AUDIT/ACQUISITION OF EACH SEGMENT OF THE PROJECT

The following includes a series of documents necessary to have a formal acquisition reviewed. These documents will be submitted along with a statement attesting to their authenticity signed by the Developer. The Developer will submit the applicable segment of the Project for acquisition after receipt of written acceptance by the City. A description or explanation of each item to be included with the payment request is as follows:

A. **Cost Tabulation**. Provide an itemized breakdown of all costs associated with the acquisition. It will include, in a summary format, construction costs certified by the Developer's or the Contractor's engineer, including the determination of the final pay quantities, surveying costs, geotechnical costs, engineering costs, fees and other applicable costs provided for in the Agreement to be considered as part of the payment request.

B. **Contract**. The construction agreement with the Contractor must accompany the payment request for each segment of the Project.

C. **Invoices**. Depending upon the nature of the construction contract between the Developer and the Contractor, it is assumed that on a monthly basis the Contractor will submit to the Developer with its progress payment request a statement of work completed and an invoice for payment of services. This and any subcontractor's requests for payment are to be submitted.

D. **Disbursement Records**. Disbursement records, including proof of payment, must be kept and accompany any payment request for Developer funds which are used to pay for each segment of the Project and other costs as provided in A above.

E. **Prevailing Wage; Certified Payroll**. All contracts for the construction of each segment of the Project are required to have the employees of the Contractor compensated with the then prevailing wage. A copy of the certified payroll for the Contractor and any subcontractors must be submitted with each and every payment request.

F. **Change Orders**. In the event a change order is required in order to have the Contractor complete items beyond the scope of the agreement with the Contractor, the change order documents must accompany the request. The actual procedure for having a change order approved and authorized is established during the startup of any construction activity. Change orders will be reviewed at the time they occur and in the period for which payment is necessary. Change orders will not be paid to the Developer until the final acquisition of the segment of the Project is reviewed and only if the segment of the Project contains excess funds and the change order is determined to be legitimate.

G. **Discrepancies/Resolutions**. In the event there are contractual items between the Developer and the Contractor that bear upon the payment request, these items must be submitted, in writing, as part of the request. The City will review the documents and determine if they have any bearing upon the payment request.

H. **Evidence of Acceptance**. For each segment of the Project, evidence of acceptance from the applicable utility or government must accompany the submittal.

I. **Permitting Information** – It is understood that construction permits will be obtained from several agencies in order for each segment of the Project to move forward. Any payments made to obtain permits related to any segment of the Project must be submitted for such segment of the Project. The City also reserves the right to request a copy of each applicable permit.

J. **Liens** – Preliminary Notices and Final Lien Releases will be submitted for all subcontractors and suppliers involved with each segment of the Project.

EXHIBIT G

PREVAILING WAGES

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER

STATE OF NEVADA

OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2020 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As **Amendments/Revisions** are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
EQUIPMENT GREASER (GREASE TRUCK)
EQUIPMENT GREASER (GREASE TRUCK/MULTI SHIFT)
EQUIPMENT GREASER TUNNEL(GREASE TRUCK)
FENCE ERECTOR
FIELD SOILS AND MATERIAL TESTER
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

a) The basic hourly rate of pay; and
b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman.
"Bona fide fringe benefit" means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS 338.030.

Please see Assembly Bill 190 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:

- Amendments to the prevailing wage determinations;
- Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates
The zone rate has been added to each applicable craft.

Premium Pay
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		77.06
Air Balance Technician-Foreman		81.91
Air Balance Technician-General Foreman		86.76

See AIR BALANCE TECHNICIAN JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 30 miles $0.00
Zone 2-31 to 50 miles $2.50
Zone 3-51 to 100 miles $3.50 (including Laughlin)
Zone 4-over 100 miles $5.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ALARM INSTALLER	**(See Amendment 6)**	Union
Alarm Installer		66.43
Alarm Installer Foreman		71.69
Alarm Installer General Foreman		

See ALARM INSTALLER JOB DESCRIPTION

In addition to Alarm Installer rates add the applicable amounts per hour, based on a radius from the intersection of Main and Fremont in Las Vegas:
Zone 1-0 to 25 miles $0.00
Zone 2-25 to 55 miles $2.50
Zone 3-56 miles and over $3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day or a shift.
Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an

additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR

1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

BOILERMAKER	Union
Boilermaker	65.94

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

BRICKLAYER	Union
Bricklayer-Journeyman	56.83

See BRICKLAYER JOB DESCRIPTION

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	$0.00
41-50 Miles	$2.50
51-70 Miles	$5.00
Over 70 Miles	$7.50

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

ADD PREMIUM PAY **(See Amendment 4)**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

CARPENTER	Union
Carpenter-Journeyman	63.11
Carpenter-Welder	64.11
Carpenter-Foreman	67.07
Carpenter-General Foreman	71.42

See CARPENTER JOB DESCRIPTION

ADD ZONE RATE

In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 40 miles	$0.00

Zone 2-40 to 60 miles	$2.50
Zone 3-Over 60 miles	$4.25
Colorado River Region	$2.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

CEMENT MASON	Union
Cement Mason-Journeyman	57.33
Cement Mason-Foreman	61.43
Cement Mason-General Foreman	63.48

See CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 miles	$0.00
Zone over 50 miles	$4.00

ADD PREMIUM PAY
OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

ELECTRICIAN- COMMUNICATION TECHNICIAN	Union
Installer/Technician	47.44
Senior Installer/Technician	66.43
Installer/Technician Foreman	71.76
Installer/Technician General Foreman	77.09

See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1- 0 to 25 miles	$0.00
Zone 2- 26 to 55 miles	$2.50
Zone 3-56 miles and over	$3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.

Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR	Union
Groundman	44.04
Lineman	66.56
Foreman	72.94
General Foreman	79.53
Heavy Equipment Operator	54.27

See ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ELECTRICIAN-NEON SIGN	Union
Journeyman	53.90
Foreman	55.90

ELECTRICIAN-NEON SIGN, includes but is not limited to:
1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.
Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional $0.75 cents per hour.
Third Shift (Graveyard) will be an additional $1.00 per hour.

HIGH TIME (Working at heights)
1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional $2.25 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional $3.25 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN
1. First employee on the job must have a CDL and Welder certification and shall be paid $1.00 per hour in addition to their normal rate of pay.
2. When supervising (5) or more workers shall be paid an additional $1.25 per hour.

ELECTRICIAN-WIREMAN	Union
Wireman-Journeyman	66.79
Wireman-Cable Splicer	67.31
Wireman-Foreman	72.16
Wireman-General Foreman	77.53

See ELECTRICIAN WIREMAN JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:
Zone 1-0 to 25 miles $0.00
Zone 2-26 to 55 miles $2.50
Zone 3-over 55 miles $3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.
Double the regular straight time hourly rate shall be paid for all time:4
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

WELDERS

1. Wiremen when welding shall be paid a premium of five percent 5% over their normal rate of pay.

ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	73.13
Elevator Constructor-Mechanic In Charge	80.54

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (RACK)	Union
Equipment Greaser (Rack)	74.18

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (RACK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (GREASE TRUCK)	Union
Equipment Greaser (Grease Truck)	76.77

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (GREASE TRUCK/MULTI-	Union

SHIFT)	
Equipment Greaser (Grease Truck/Multi-Shift)	75.67

ADD ZONE RATE

In addition to: EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER TUNNEL (GREASE TRUCK)	Union
Tunnel, Equipment Greaser (Grease Truck)	76.39

ADD ZONE RATE

In addition to: TUNNEL, EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FENCE ERECTOR	Non-Union
Fence Erector	18.37

FENCE ERECTOR

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)	Union
Field Asphaltic Concrete (Soils and Material tester)	(See Amendment 1) 74.68

ADD ZONE RATE

In addition to: FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 32.5 miles	$0.00

Zone 2-32.5 to 45 miles $3.00
Zone 3-45 to 60 miles $4.00
Zone 4-over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FIELD SOILS AND MATERIAL TESTER	Union
Field Soils and Material Tester	(See Amendment 1) 74.68

ADD ZONE RATE
In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FLAGPERSON	Union
Flagperson	55.19

FLAG PERSON, includes but is not limited to:
1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

ADD ZONE RATE
In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FLOOR COVERER	Union
Floor Coverer-Journeyman	51.89
Floor Coverer-Foreman	56.76

See FLOOR COVERER JOB DESCRIPTION

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

GLAZIER	Union
Glazier-Journeyman	73.67
Glazier-Foreman	78.24

See GLAZIER JOB DESCRIPTION

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

HIGHWAY STRIPER	Union
Highway Striper	56.69

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

In addition to: HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-BRICK MASON TENDER	Union
Brick Mason	57.00

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	$0.00
Zone 2-50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	58.09
Plasterer Tender-Foreman	Foreman $3.00 above highest paid journeyman supervised.
Plasterer Tender-General Foreman	General Foreman $3.00 above highest paid foreman supervised.

See HOD CARRIER-PLASTERER TENDER

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	$0.00
Zone 2-50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

IRON WORKER	See Amendment 5	Union
Ironworker-Journeyman		73.30

Ironworker-Foreman	77.30
Ironworker-General Foreman	

See IRON WORKER JOB DESCRIPTION

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

LABORER	**Union**
SEE GROUP CLASSIFICATIONS	
Group 1	56.69
Group 2	56.90
Group 3	57.00
Group 4	57.09
Group 5	57.19
Group 6A	59.85
Group 6B	59.35
Group 6C	59.10
Group 6D	59.71
Group 6E	59.35
Group 7	57.00
Foreman $3.00 above highest paid journeyman supervised.	
General Foreman $3.00 above highest paid foreman supervised.	

See LABORER JOB DESCRIPTION

ADD LABORER ZONE RATE
In addition to: LABORER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

MECHANICAL INSULATOR	Union
Mechanical Insulator-Journeyman	65.98
Mechanical Insulator-Foreman	69.68
Mechanical Insulator-General Foreman	73.38

See MECHANICAL INSULATOR JOB DESCRIPTION

ADD ZONE RATE
In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road miles figured from Clark County Courthouse:
Zone 1-20-45 miles- $3.75
Zone 2-45-75 miles- $5.00
Zone 3-75-150 miles- $7.50
Zone 4-150 miles and over- $8.75

ADD PREMIUM PAY **(SEE AMENDMENT 3)**
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

MILLWRIGHT	Union
Millwright-Journeyman	64.11
Millwright-Welder	65.11
Millwright-Foreman	67.90
Millwright-General Foreman	72.07

See MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE
In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from Maryland Parkway and Charleston:
Zone 1- 0-20 miles $0.00
Zone 2- 20-40 miles $2.50
Zone 3- over 40 miles $4.25

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	73.59
Group 2	74.54
Group 3	74.83
Group 4	76.32
Group 5	77.42
Group 6	76.54
Group 7	77.64
Group 8	76.65
Group 9	77.75
Group 10	76.77
Group 11	77.87
Group 12	76.94
Group 13	77.04
Group 14	77.07

Group 15	77.15
Group 16	77.27
Group 17	77.44
Group 18	77.54
Group 19	77.65
Group 20	77.77
Group 21	77.94
Group 22	78.04
Group 23	78.15
Group 24	78.27
Group 25	78.44
Add $.50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER: CRANES, PILEDRIVING, & HOISTING EQUIPMENT	Union
SEE GROUP CLASSIFICATIONS	
Group 1	
Engineer Oiler	77.27
Forklift Operator	76.18
Group 2	
Truck Crane Oiler	76.32
Group 3	
A-Frame or Winch Truck Operator	76.32
Ross Carrier Operator (Jobsite)	76.32
Group 4	
Bridge-Type Unloader and Turntable Operator	76.32
Helicopter Hoist Operator	76.32
Group 5	

Hydraulic Boom Truck (Pitman)	76.54
Stinger Crane (Austin-Western or Similar Type)	
Tugger Hoist Operator (1 Drum)	76.54
Group 6	
Bridge Crane Operator	76.65
Cretor Crane Operator	76.65
Hoist Operator (Chicago Boom and Similar Type)	76.65
Lift Mobile Operator	76.65
Lift Slab Machine Operator (Vagtborg and Similar Types)	76.65
Material Hoist/Manlift Operator	76.65
Polar Gantry Crane Operator	76.65
Self Climbing Scaffold (or Similar Type)	76.65
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	76.65
Silent Piler	76.65
Tugger Hoist Operator (2 Drum)	76.65
Group 7	
Pedestal Crane Operator	76.77
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	76.77
Tower Crane Repairman	76.77
Tugger Hoist Operator (3 Drum)	76.77
Group 8	
Crane Operator (up to and including 25 ton capacity)	78.74
Crawler Transporter Operator	76.94
Derrick Barge Operator (up to and including 25 ton capacity)	76.94
Hoist Operator, Stiff Legs, Guy Derrick or Simila76.94r Type (up to and including 25 ton capacity)	76.94
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	76.94
Group 9	
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	78.74
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	77.11

Highline Cableway Operator	77.11
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	77.11
K-Crane	77.11
Polar Crane Operator	77.11
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator)	77.11
Group 10	
Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.16
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	78.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	78.11
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.16
Group 11	
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	80.66
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	79.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over100 tons, up to and including 200 tons M.R.C.)	79.11
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	80.66
Tower Crane Operator and Tower Gantry	81.11
Group 12	
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	83.30
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	80.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	80.11
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	83.30
Group 13	
Crane Operator (over 300 tons)	84.67
Derrick Barge Operator (over 300 tons)	81.11
Helicopter Pilot	81.11

Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	81.11
Mobile Tower Crane Operator (over 300 tons)	84.67
Add $ .50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: CRANES, PILEDRIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER-SURVEYOR	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.51
Group 2	76.32
Group 3	76.54
Group 4	76.82
Group 5	76.94
Group 6	77.04
Group 7	77.07
Group 8	77.44
Group 9	77.57
Group 10	78.07

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER-SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00

Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER –TUNNEL	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.44
Group 2	76.39
Group 3	76.68
Group 4	76.82
Group 5	77.04
Group 6	77.15
Group 7	77.27
Group 8	77.44
Group 9	77.57

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER-TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PAINTER	Union
Painter-Journeyman	59.71
Painter-Foreman	63.40

See PAINTER JOB DESCRIPTION

ADD ZONE RATE
Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1- 0 to 40 miles $0.00
Zone 2- 41 to 60 miles $2.50
Zone 3- over 60 miles $4.25

Laughlin $2.00

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

PILEDRIVER	Union
Driverman, Rigman, Bridge and Dock Carpenter	63.31
Certified Welder	64.31
Piledriver-Foreman	67.29
Diver-Diving (wet pay)	113.03
Stand-By Diver	68.29
Tender	67.29

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PLASTERER	Union
Plasterer-Journeyman	55.81
Plasterer-Foreman	59.77
Plasterer-General Foreman	61.76

See PLASTERER JOB DESCRIPTION

ADD ZONE RATE
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 miles $0.00
Zone over 50 miles $4.00

ADD PREMIUM PAY

OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

HIGH TIME – On jobs where employees are required to work from swinging scaffold, suspended from a rope or cable, bosun chair, brackets, cantilevers or outrigger from the ground, they shall receive an additional one dollar ($1.00) per hour.

NOZZLE MAN – The nozzle man applying fireproofing material shall receive an additional $2.00 per hour for the period in which he operates any nozzle.

PLUMBER/PIPEFITTER	Union
Plumber/Pipefitter-Journeyman	68.73
Plumber/Pipefitter -Foreman	73.34
Plumber/Pipefitter -General Foreman	77.93

PLUMBER, includes but is not limited to:
Installation of all plumbing, pipe fitting, and refrigeration systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, the unloading and setting of kitchen equipment, the testing and balancing of all plumbing and pipefitting systems or component parts thereof, the operation of pumps, air compressors and welding machines, as well as equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device.

ADD ZONE RATE
In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-0-20 miles	$0.00
Zone 2-21-45 miles	$3.75
Zone 3-46-75 miles	$7.50
Zone 4-76 miles and over	$11.25

ADD PREMIUM PAY
Holidays - All work performed on the following holidays shall be paid at two (2) times the regular hourly wages: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

Overtime – Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (l ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts shall be observed.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employees own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

REFRIGERATION	Union
Refrigeration-Journeyman	68.73
Refrigeration-Foreman	73.34
Refrigeration-General Foreman	77.93

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ADD ZONE RATE
In addition to REFRIGERATION MECHANIC rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-0-20 miles	$0.00
Zone 2-20-45 miles	$3.75
Zone 3-45-75 miles	$7.50
Zone 4-75 miles and over	$11.25

ADD PREMIUM PAY
Holidays - All work performed on the following holidays shall be paid at two (2) tim Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above

holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.
Overtime - Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (1½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (1 ½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

ROOFER	Union
(Does not include sheet metal roofs)	
Roofer-Journeyman	38.65
Roofer-Foreman	44.43

ROOFER
Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SHEET METAL WORKER	Union
Sheet Metal-Journeyman	77.06
Sheet Metal-Foreman	81.91
Sheet Metal-General Foreman	86.76

See SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 miles	$0.00
Zone 2-31 to 50 miles	$2.50
Zone 3-51 to 100 miles	$3.50 (including Laughlin)
Zone 4-over 100 miles	$5.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SPRINKLER FITTER	Union
Sprinkler Fitter-Journeyman	59.57
Sprinkler Fitter-Foreman	62.32
Sprinkler Fitter-General Foreman	64.57

SPRINKLER FITTER
Includes but is not limited to:
Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TAPER	
Taper	59.71

See TAPER JOB DESCRIPTION

ADD ZONE RATE
Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1- 0 to 40 miles	$0.00
Zone 2- 41 to 60 miles	$2.50
Zone 3- over 60 miles	$4.25
Laughlin	$2.00

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight

time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	41.93
Tile Setter	56.78
Terrazzo Worker/Marble Mason	69.41

See TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, for jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	$0.00
41-50 Miles	$3.75
51-70 Miles	$5.00
Over 71 Miles	$10.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TRAFFIC BARRIER ERECTOR	Union
Traffic Barrier Erector	56.69

TRAFFIC BARRIER ERECTOR, includes but is not limited to:
Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	$0.00
Zone 2-50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TRUCK DRIVER	
SEE GROUP CLASSIFICATIONS	Union
Group 1	58.02
Group 2	58.12

Group 3	58.33
Group 4	58.57
Group 5	58.66
Group 6	59.01
Foreman $1.00 above highest paid journeyman supervised.	

TRUCK DRIVER, includes but is not limited to:
Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.
(Also, see descriptions listed with Truck Driver rates, if any)

ADD ZONE RATE
In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

Zone 1-0 to 20 miles	$0.00
Zone 2-20 to 40 miles	$1.50
Zone 3-40 to 60 miles	$2.50
Zone 4-Over 60 miles	$3.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

WELL DRILLER	Non-Union
Well Driller	42.60

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

GROUP CLASSIFICATIONS

LABORER

Group 1

- Construction Clean-Up
- Dry packing of concrete & filling of form bolt holes
- File grader, highway & street paving, airport runways & similar type heavy construction
- Gas & oil pipeline laborer
- Guinea chaser
- Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
- Laborer, packing rod steel & pans
- Laborer, temporary water lines (portable type)
- Landscape gardener
- Nurseryman
- Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
- Underground laborer, including caisson bellowers
- Scaffold Erector (under 14 ft.)
- Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
- Materials Handler – (incidental to trade)
- Tool Crib
- Light Crib
- Light Tool Repairman
- Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
- Mechanical Stabilized Earth Wall
- Construction Clean Up
- Certified Firewatch

Group 2

- Asphalt raker, ironer, spreader, luteman
- Buggymobile man
- Cement dumper (on one yard or larger mixers & handling bulk cement)
- Cesspool digger and installer
- Chucktender (except tunnels)
- Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
- Gas and oil wrapper, pot tender and form man
- Making and caulking of all non-metallic pipe joints
- Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
- Operator of cement grinding machine
- Riprap stonepaver

- Roto-scraper
- Sandblaster (pot tender)
- Scaler
- Septic tank digger and installer (lead man)
- Tank scaler and cleaner
- Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

- Cutting torch operator
- Gas and oil pipeline wrapper
- Gas and oil pipeline laborer, certified
- Jackhammer and/or pavement breaker
- Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
- Mudcutter
- Concrete vibrator operator, all sizes
- Rock slinger
- Scaler (using bos'n chair or safety belt or power tools)
- Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
- Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile.
- Cement dumper (on one yard or larger mixers and handling bulk cement
- Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Decorative rock installer (ponds, waterfalls, etc.)
- Shotcrete/gunite

Group 4

- Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
- Head rock slinger
- Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
- Sandblaster (nozzleman)
- Steel header-board man

Group 5

- Driller (core, diamond or wagon)
- Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
- Gas and oil pipeline fusion
- Gas and oil pipeline wrappers, 6" pipe and over

Group 6

- Miner and Bullgang

Group 7

- Asbestos Abatement
- Lead Abatement

- Hazardous Waste Abatement
- Petro-Chemical Abatement
- Radiation Remediation
- Microbial Remediation
- $.50 wage rate above group III when wearing protective suite or respirator
- Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Bargeman
- Blade Operator Assistant
- Brakeman
- Compressor Operator
- Ditch Witch, with seat or similar type equipment
- Elevator Operator - inside
- Engineer Oiler
- Forklift Operator (under 5 Tons)
- Generator Operator
- Generator, Pump or Compressor Plant Operator
- Pump Operator
- Signalman
- Steam Cleaner/Pressure Washer
- Switchman

Group 2

- Asphalt-Rubber Plant Operator (Nurse Tank Operator)
- Concrete Mixer Operator - Skip type
- Conveyor Operator
- Fireman
- Forklift Operator (over 5 Tons)
- Hydrostatic Pump Operator
- Oiler Crusher (Asphalt or Concrete Plant)
- PJU Side Dump Jack
- Rotary Drill Helper (Oilfield)
- Screening and Conveyor Machine Operator (or similar types)
- Skiploader (wheel type up to ¾ yd. without attachment)
- Tar Pot Fireman
- Temporary Heating Plant Operator
- Trenching Machine Oiler

Group 3

- Asphalt-Rubber Blend Operator
- Bobcat or similar type (Skid Steer)
- Ford Ferguson (with dragtype attachments)
- Helicopter Radioman (ground)
- Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

- Asphalt Plant Fireman

- Backhoe Operator (Mini-Max or similar type)
- Boring Machine Operator
- Boring System Electronic Tracking Locator
- Boxman or Mixerman (Asphalt or Concrete)
- Chip Spreading Machine Operator
- Concrete Cleaning Decontamination Machine Operator
- Concrete Pump Operator (small portable)
- Drilling Machine Operator, Small Auger Types (Texoma Super
- Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
- Guard Rail Post Driver Operator
- Highline Cableway Signalman
- Horizontal Directional Drilling Machine
- Hydra-Hammer-Aero Stomper
- Micro Tunneling (above ground tunnel)
- Power Concrete Curing Machine Operator
- Power Concrete Saw Operator
- Power - Driven Jumbo Form Setter Operator
- Power Sweeper Operator
- Rock Wheel Saw/Trencher
- Roller Operator (compacting)
- Screed Operator (Asphalt or Concrete)
- Trenching Machine Operator (up to 6 ft.)
- Vacuum or Muck Truck

Group 5

No current classification

Group 6

- Articulating Material Hauler
- Asphalt Plant Engineer
- Batch Plant Operator
- Bit Sharpener
- Concrete Joint Machine Operator (canal and similar type)
- Concrete Planer Operator
- Dandy Digger
- Deck Engine Operator
- Derrickman (Oilfield type)
- Drilling Machine Operator, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
- Drilling Machine Operator (including water wells)
- Hydrographic Seeder Machine Operator (straw, pulp or seed)
- Jackson Track Maintainer, or similar type
- Kalamazoo Switch Tamper, or similar type
- Machine Tool Operator
- Maginnis Internal Full Slab Vibrator
- Mechanical Berm, curb or gutter (concrete or asphalt)
- Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)

- Micro Tunnel System (below ground)
- Pavement Breaker Operator (truck mounted)
- Road Oil Mixing Machine Operator
- Roller Operator (asphalt or finish)
- Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck) Self-Propelled Tar Pipelining Machine Operator
- Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
- Tugger Hoist Operator (1 drum)
- Ultra High Pressure Waterjet Cutting Tool System Operator
- Vacuum Blasting Machine Operator
- Welder - General

Group 7

- Welder - General (Multi-Shift)

Group 8

- Asphalt or Concrete Spreading Operator (Tamping or Finishing)
- Asphalt Paving Machine Operator (Barber Greene or similar type)
- Asphalt-Rubber Distributor Operator
- Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
- Cast in Place Pipe Laying Machine Operator
- Combination Mixer and Compressor Operator (Gunite Work)
- Compactor Operator - self propelled
- Concrete Mixer Operator - Paving
- Crushing Plant Operator (Non Portable)
- Drill Doctor
- Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
- Elevating Grader Operator
- Grade Checker
- Gradall Operator
- Grouting Machine Operator
- Heavy Duty Repairman
- Heavy Equipment Robotics Operator
- Kalamazoo Balliste Regulator or similar type
- Kolman Belt Loader and similar type
- Le Tourneau Blob Compactor or similar type
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Master Environmental Maintenance Mechanic
- Mobark Chipper or similar types
- Ozzie Padder or similar types
- PC 490 Slot Saw
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Portable Crushing Plant Operator
- Pumpcrete Gun Operator

- Rock Drill or similar types
- Rotary Drill Operator (excluding Caison type)
- Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
- Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
- Self-Propelled Curb and Gutter Machine Operator
- Shuttle Buggy
- Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
- Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
- Surface Heaters and Planer Operator
- Tractor Compressor Drill Combination Operator
- Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
- Tractor Operator (boom attachments)
- Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
- Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
- Ultra High Pressure Waterjet Cutting Tool System Mechanic
- Water Pull (compaction)

Group 9

- Heavy Duty Repairman (Multi-Shift)

Group 10

- Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
- Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
- Dual Drum Mixer
- Heavy Duty Repairman-Welder Combination
- Monorail Locomotive Operator (diesel, gas or electric)
- Motor Patrol - Blade Operator (single engine)
- Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
- Pneumatic Pipe Ramming Tool and similar types
- Pre-Stressed Wrapping Machine Operator (2 Operators required)
- Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
- Tower Crane Repairman
- Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
- Welder-Certified
- Woods Mixer Operator (and similar Pugmill equipment)

Group 11

- Dynamic Compactor LDC350 (or similar types)
- Heavy Duty Repairman-Welder Combination (Multi-Shift)
- Welder-Certified (Multi-Shift)

Group 12

- Auto Grader Operator
- Automatic Slip Form Operator
- Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
- Hoe Ram or similar with Compressor
- Mass Excavator Operator - Less than 750 cu. yds.
- Mechanical Finishing Machine Operator
- Mobile Form Traveler Operator
- Motor Patrol Operator (multi-engine)
- Pipe Mobile Machine Operator
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
- Vermeer Rock Trencher (or similar type)

Group 13

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14

- Canal Liner Operator (not less than four (4) employees – Operator, Oiler, Welder, Mechanic, Grade Checker required)
- Canal Trimmer Operator
- Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($1.00) per hour additional to base rate)
- Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (multiple engine - up to and including 25 yds. struck)

Group 16

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19

- Rotex Concrete Belt Operator (or similar types)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25
- Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT

Group 1
- Engineer Oiler
- Forklift Operator

Group 2
- Truck Crane Oiler

Group 3
- A-Frame or Winch Truck Operator
- Ross Carrier Operator (jobsite)

Group 4
- Bridge-Type Unloader and Turntable Operator
- Helicopter Hoist Operator

Group 5
- Hydraulic Boom Truck (Pitman)
- Stinger Crane (Austin-Western or similar type)
- Tugger Hoist Operator (1 drum)

Group 6
- Bridge Crane Operator
- Cretor Crane Operator
- Hoist Operator (Chicago Boom and similar type)
- Lift Mobile Operator
- Lift Slab Machine Operator (Vagtborg and similar types)
- Material Hoist/Manlift Operator
- Polar Gantry Crane Operator
- Self Climbing Scaffold (or similar type)
- Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
- Silent Piler
- Tugger Hoist Operator (2 drum)

Group 7
- Pedestal Crane Operator
- Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
- Tower Crane Repairman

- Tugger Hoist Operator (3 drum)

Group 8

- Crane Operator (up to and including 25 ton capacity)
- Crawler Transporter Operator
- Derrick Barge Operator (up to and including 25 ton capacity)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
- Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9

- Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
- Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
- Highline Cableway Operator
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)
- K-Crane
- Polar Crane Operator
- Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).
-

Group 10

- Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
- Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)
- Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Group 11

- Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
- Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C)
- Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
- Tower Crane Operator and Tower Gantry

Group 12

- Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
- Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)
- Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13

- Crane Operator (over 300 tons)
- Derrick Barge Operator (over 300 tons)
- Helicopter Pilot
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
- Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1
- Chainman

Group 2
- Rodman

Group 3
- Instrument man

Group 4
- Global Position Systems Chainman and Rodman
- Hydrographic Engineering Technician I (Chainman)

Group 5
- Party Chief

Group 6
- E.D.M. or Fathometer Instrument man

Group 7
- Certified Party Chief

Group 8
- Hydrographic Engineer Party Chief

Group 9
- Certified Hydrographic Engineer Party Chief
- Global Position Systems Party Chief

Group 10
- Chief of Parties
- Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1
- Heavy Duty Repairman Helper

Group 2
- Skiploader (wheel type up to ¾ yd. without attachment)

Group 3
- Power - Driver Jumbo Form Setter Operator

Group 4
- Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5
- Bit Sharpener
- Equipment Greaser (Grease Truck)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tugger Hoist Operator (1 drum)
- Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
- Welder - General

Group 6
- Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
- Drill Doctor
- Grouting Machine Operator
- Heading Shield Operator
- Heavy Duty Repairman
- Jumbo Pipe Carrier
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Mucking Machine Operator (1/4 yd.)
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Pneumatic Heading Shield (tunnel)
- Pumpcrete Gun Operator
- Tractor Compressor Drill Combination Operator
- Tugger Hoist Operator (2 drum)
- Tunnel Locomotive Operator (over 30 tons)

Group 7
- Heavy Duty Repairman-Welder Combination

Group 8
No current classification

Group 9
- Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1
- Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2
- Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000

gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

Group 3

- Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

- Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5

- Drivers of trucks and trailers in combination (six axles or more).

Group 6

- All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

EXHIBIT H

LIST OF CITY DOCUMENTS

1. Creation Ordinance to be adopted.

2. Assessment Ordinance to be adopted.

3. Bond Ordinance to be adopted.

4. Purchase Contract between the City and Stifel, Nicolaus & Company, Incorporated, to be executed.

5. Trust Indenture between the City of Las Vegas and The Bank of New York Mellon Trust Company, N.A., to be executed.

EXHIBIT I

ASSESSMENT ROLL

APN: 125-06-110-002 ETAL

WHEN RECORDED RETURN TO:
City of Las Vegas
Department of Public Works
Special Improvement District Section
495 South Main Street – 5TH Floor
Las Vegas, Nevada 89101

City of Las Vegas

FINAL ASSESSMENT ROLL

Special Improvement District No. 611

SUNSTONE PHASE I AND II

ASSESSMENT ROLL

City of Las Vegas

Special Improvement District No. 611

Sunstone Phase I and II

The assessment roll by APN is shown below:

Assessment No.	Assessor Parcel No.	Assessment Amount	Owner Name and Address
1	Sunstone	$ 18,600,000	Northland, LLC
	125-06-110-002	(See Note)	11411 Southern Highlands #300
	125-06-610-001 and 002		Las Vegas, NV 89141
	125-06-710-002 and 003		
	125-06-810-001 thru 004		
	Total Assessment:	$ 18,600,000	

Note: As described on the attached metes and bounds descriptions. The Assessor parcel numbers are provided for informational purposes only.

SUNSTONE PHASE I AND II

SID DESCRIPTION

PARCELS 3 (THREE), 4 (FOUR),12 (TWELVE), 13 (THIRTEEN) AND 15 (FIFTEEN) THROUGH 17 (SEVENTEEN) OF PARENT FINAL MAP OF SUNSTONE, A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 161 OF PLATS, PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT J

PERMITS REQUIRED

- Clark County Department of Air Quality- Dust Control Permit for Construction Activities
- Issuance of appropriate grading and building permits pursuant to City Code Title 16
- City of Las Vegas Public Works Offsite construction permits
- Amendment of City General Plan (GPA) to conform to development plans
- Approval of land use categories pursuant to City Unified Development Code Title 19.10
- Approval of subdivision and parcel maps and applicable fees pursuant to City Unified Development Code Title 19.16.010.C

- Model Home permits pursuant to City Unified Development Code Title 19.16.090C
- Connection and other fees as required by City Sanitation and Las Vegas Valley Water District pursuant to applicable Service Rules
- Desert Tortoise Habitat Conservation fee pursuant to City Code Chapter 19.02.300
- Nevada Division of Environmental Protection - Construction Storm Water Permit
- Sign and billboard permits pursuant to City Code Chapter 17.12
- Residential construction tax pursuant to City Code Chapter 4 24
- Other permits and fees as currently existing or hereafter adopted by the City or other government or quasi-governmental entity or agency

EXHIBIT K

CITY OF LAS VEGAS
SPECIAL IMPROVEMENT DISTRICT NO. 611 INFORMATION FORM

Dear Property Owner,

You are about to purchase a property in SPECIAL IMPROVEMENT DISTRICT NO. 611 of the City of Las Vegas. Below are some commonly asked questions regarding Special Improvement Districts. Please take the time to read through all of the information. After reading the information, please sign, date, and mail the form.

Why was the Improvement District Created?

In [_____], 2020, the City of Las Vegas issued $[_____] in bonds to fund the acquisition and construction of certain street, water, sewer, storm sewer, and drainage improvements specifically benefiting property located in the City's Special Improvement District No. 611. The owner of your property at the time the District was created acknowledged and agreed that your property was benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the above improvements that could be financed with the net proceeds of the bonds. By purchasing the property, you are agreeing and acknowledging to the same.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the cost of the street, water, sewer, storm sewer, and drainage improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to property tax and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due April 1 and October 1 of each year until April 1, 2050. Late Penalties for delinquent installments can be substantial. To avoid late penalties and potential sale and foreclosure proceedings, please pay the minimum amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time. The current Payoff Amount is indicated on the front of the assessment bill you will receive. This amount is valid only if received on, or prior to, the Due Date. Assessments can also be partially pre-paid. Partial prepayments must be indicated on the payment coupon.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is 3% of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment is transferred to the new owner at the time of sale.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the bill, a late penalty of 2% of the total outstanding assessment will be imposed per month. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about Overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner indicated on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the Improvement District or my bill? Call (702) 229-4942.

PLEASE SIGN BELOW.

Buyer:_____ Date:_____ Principal Amount Assumed: $_____

APN: _____

Title Company:_____ Date:_____

Please mail original signed copy to:

City of Las Vegas Treasurer's Office, 495. S. Main St., Las Vegas, NV 89101

EXHIBIT L

DEVELOPER PAYMENT REQUEST FORM

Date: _____

To: Department of Public Works
Attn: David Bowers
333 N. Rancho Dr.
Las Vegas, NV 89106

Dear Mr. Bowers:

Attached please find documentation [including lien releases] evidencing a payment request in the total amount of $_____. The payment request is as contemplated by described in the Financing Agreement for the expenses and costs heretofore paid by the Developer and listed in the attached itemized statement, as contemplated by the Development and Financing Agreement between us and the City of Las Vegas dated _____, 2020: (itemize and detail expenses or costs on an attached sheet(s))

Please remit payment to the following party and address:

Thank you.

NORTHLAND LLC

By:_____

Title:_____

Approved for payment:

_____ _____

[Engineering Representative of City] [Finance Representative of City]

Date: _____ Date:_____

EXHIBIT M

FORM OF GUARANTY

GUARANTY

This Guaranty ("Guaranty") is made and entered into as of the 5th day of August, 2020, by Greystone Nevada, LLC, a Delaware limited liability company (the "Guarantor"), and delivered to the City of Las Vegas ("City"), a political subdivision of the State of Nevada, with respect to the following facts and circumstances:

A. The City of Las Vegas City Council proposes to establish the City of Las Vegas, Nevada, Improvement District No. 611 (Sunstone Phase I and II) (the "District") pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") and to sell certain limited obligation special assessment bonds (the "Bonds") for the purpose of constructing certain public improvements in the District.

B. In order to provide moneys for the payment of principal, interest and premium, if any, on the Bonds, Northland LLC, a Delaware limited liability company ("Developer"), as the property owner in the District or the irrevocably appointed and authorized agent of the contract owner of the property for the purpose of executing any agreement on behalf of the contract owner in connection with the establishment of the District, was required, pursuant to NRS 271.710 and 271.720 to enter into a written agreement for the acquisition or construction, or both, of such public improvements, designated in connection with the District as the "Development and Financing Agreement" and dated as of August 5, 2020 (the "Agreement"), by and between Developer and the City. The Agreement provides for assessments, as more specifically described in the Agreement, on the property within the District, which constitute a lien on such property (the "Assessment" or "Assessments").

C. Any terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

In consideration of the City's issuance of the Bonds to finance improvements, Guarantor has agreed, at the request of Developer and the City, to guarantee unconditionally certain terms of the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor, as a separate and independent obligation of Guarantor to the City, agrees with the City as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS

Guarantor makes the following representations and warranties which shall be continuing representations and warranties, as long as any of Developer's obligations to perform under Article 1 and Article 3 of the Agreement have not been fully and satisfactorily performed.

Section 1.01 Guaranty Binding. This Guaranty is a valid and legally binding obligation

of Guarantor enforceable in accordance with its terms.

Section 1.02 No conflict. The execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor or Developer is a party.

ARTICLE II. GUARANTY

Section 2.01 Guaranty. Guarantor unconditionally guarantees and promises to:

(1) In the event Developer fails to do so, pay all costs of engineering design, appraisals, environmental work, property acquisition, title work and engineering services for the Project for which Developer is obligated under the Agreement and which are incurred or due and payable prior to the time Bonds are issued for the District or in the event bonds are not issued.

(2) In the event the cost of construction together with all other costs paid from the proceeds of the Bonds issued for the District exceeds the amount of the proceeds of those Bonds available for payment of those costs, and should Developer fail to do so, pay in cash the amount of any such cost overruns when due.

(3) In the event Developer fails to do so, and other moneys are not available for payment of such costs, remedy any defects in any subproject and pay for any damage to other work resulting therefrom which shall appear within one (1) year from the date of transfer of title of that subproject to the City or other applicable government, or such longer periods as may be required by the City or other applicable government.

(4) In the event Developer fails to do so, protect and indemnify and hold the City, its officers or employees and agents and each of them harmless as provided in Article 3 of the Agreement.

(5) In the event the Developer fails to do so, otherwise fully and satisfactorily perform all of the Developer's obligations under Article 1 and Article 3 of the Agreement.

Section 2.02 Limitation. This Guaranty extends to those obligations of the Developer which are described in Section 3.13 of the Agreement as being personal obligations of the Developer, but does not extend to those assessment obligations described in that Section 3.13 of the Agreement as relating only to the Developer's property.

ARTICLE III. MISCELLANEOUS

Section 3.01 Governing Law; Jurisdiction and Venue. This Guaranty shall be governed by and construed in accordance with the laws of the State of Nevada. In the event that the City in its sole and absolute discretion, determines that it is necessary to enforce its rights hereunder through litigation, Guarantor hereby consents to the jurisdiction of any federal or state court in the State of Nevada over such litigation. The Parties stipulate to venue in such courts in Clark County, Nevada.

Section 3.02 Modification. The parties to the Agreement shall not enter into any alteration or modification thereof which would in any way increase the extent of the Guarantor's obligations hereunder, or which would make performance by the Developer more difficult, without first obtaining Guarantor's written consent. Guarantor shall have the benefit of any modification of the obligations of Developer under the Agreement, and shall also have the benefit of any settlement, compromise, or adjustment of any claims of the City arising out of the Agreement.

Section 3.03 Waivers. Guarantor waives any right to require the City to proceed against any other person liable for performance guaranteed hereby, to proceed against or exhaust any security held from any other person or to pursue any other remedy, including without limitation any remedy against Developer, and Guarantor understands and acknowledges that any demand upon Guarantor to perform under this Guaranty may, at the sole and absolute option of the City, be enforced against Guarantor as a separate and independent action apart from the obligation of the Developer that is secured by this Guaranty. Guarantor understands and acknowledges that NRS 40.430 does not apply to this Guaranty, and if it should ever be interpreted as applying, Guarantor specifically waives any right that it may otherwise have under and by virtue of NRS 40.430. The City may, at its election, exercise any right or remedy it may have against any other person or any security held by the City, without affecting or impairing in any way the liability of Guarantor hereunder, except to the extent the obligations guaranteed hereby are fully and satisfactorily performed, and Guarantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement, contribution or subrogation or any other right or remedy of Guarantor against any security whether resulting from such election by the City or otherwise.

Section 3.04 Notice. All notices, demands, instructions, and other communications required or permitted to be given to, or made upon, any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the CITY:	City of Las Vegas, Nevada c/o City Manager 495 S. Main St. Las Vegas, NV 89101
If to the DEVELOPER:	Use same address as in District Development and Financing Agreement
If to the GUARANTOR:	Same address as Developer

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works and City Counsel at: % Director of Public Works, City of Las, Vegas, 333 N. Rancho Dr., Las Vegas, NV 89106 and % City Attorney, 495 S. Main St., Las Vegas, NV 89101.

If notice hereunder is given to the Developer, a copy should be forwarded by first-class

mail, postage prepaid, to the Developer's counsel as follows: Attn: Legal Department, 108045 Griffith Peak Drive, Suite 160, Las Vegas, Nevada 89135, and to the Guarantor's counsel as follows: Attn: Legal Department, 108045 Griffith Peak Drive, Suite 160, Las Vegas, Nevada 89135, with a copy to Attn: General Counsel, c/o The Howard Hughes Corporation, One Galleria Tower, 13355 Noel Road, 22nd Floor, Dallas, Texas 75240.

GREYSTONE NEVADA, LLC
a Delaware limited liability company

By:_____

Its:_____

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
33

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

SUBJECT:
RESOLUTIONS:

R-37-2020 - Discussion for possible action regarding a Resolution adopting a temporary trade-in/exchange program for certain alcoholic beverage licenses - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This Resolution will adopt a temporary trade-in/exchange program for certain alcoholic beverage licenses. The program will allow the holders of what are commonly known as “asset” alcoholic beverage licenses to trade in those licenses for, or use them as credit towards, another type of “asset” alcoholic beverage license. The program is intended to give relief to such businesses by alleviating some of the operating restrictions associated with their existing licensing and allow them more flexibility with their business needs.

RECOMMENDATION:
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
1. Resolution No. R-37-2020

R-37-2020

RESOLUTION ADOPTING A TEMPORARY TRADE-IN/EXCHANGE PROGRAM FOR CERTAIN ALCOHOLIC BEVERAGE LICENSES

WHEREAS, the recent COVID-19 pandemic has disrupted normal operations for many businesses, including those associated with alcoholic beverage licenses; and

WHEREAS, it is believed that the holders of some of those licenses would benefit from the flexibility to be able to operate under a different license category; and

WHEREAS, under current Code provisions and the City's interpretation thereof, the holders of licenses with an origination charge (commonly referred to as "asset licenses") are not allowed to trade in or exchange an asset license of one category for an asset license of another category; and

WHEREAS, the City Council desires to temporarily adjust the normal application of the licensing provisions by providing flexibility in the form of a temporary license trade-in/exchange program for alcoholic beverage licenses qualifying as "asset licenses," subject to certain limitations.

NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to adopt the attached document. The program described in the attached document shall be effective as of its implementation by the Licensing Division, whether before or following the adoption of this Resolution, and shall terminate as of December 31, 2020, unless otherwise extended or repealed.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2020.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC, City Clerk

APPROVED AS TO FORM

Val Steed 7-22-2020
_____
Val Steed, Deputy City Attorney Date

ASSET LIQUOR LICENSE TRADE IN REQUIREMENTS

Purpose:

To establish requirements and conditions associated with the allowance to use a valid and current asset liquor license towards the purchase or trade-in of a new category of asset liquor license.

Definitions:

Asset Liquor license means a liquor license that was purchased from the City and paid in full as referenced in LVMC 6.50.380 and thereafter approved under a transfer (change of ownership) under LVMC 6.50.380(B), approved by the approving authority under LVMC 6.06.210, and is in good standing with the required renewal fees.

Non-Asset Liquor license means a liquor license where the origination fee under LVMC 6.50.380 was waived by a city program, or in connection with an annexation as referenced under LVMC 6.50.380(C). This type of license may not sold or transferred to a third party, which includes any changes of ownership or change of principal(s), and may not be transferred to a new location unless the location is within the approved district for which the fee waiver was approved, the proposed location is in accordance with the requirements of LVMC Title 19, and the license holder remains the same.

Requirements:

Only verified and confirmed asset liquor licenses can be used towards the trade-in or credit towards another type of eligible liquor license. Non-asset liquor licenses are not eligible for this request.

Only the currently approved owner of record as approved by City Council is eligible to submit for this request.

The new or existing licensed establishment must meet the licensing and operating requirements for the requested liquor license type set forth in Title 6. The establishment is also subject to conditions of approval through the SUP process, as well as any other licensing conditions imposed by the City Council, or the Director or designee.

An application for a request to trade-in an alcohol license must be submitted for Director or designee review and approval.

Conditions:

The land use entitlement for the proposed type of liquor license must be approved prior to being open and operating with the new liquor license.

A request to trade-in a liquor license for another that is valued at a lesser amount will not constitute a credit or refund of fees to the requestor (licensee). The licensee will confirm and acknowledge the trade for a lesser-valued asset liquor license will be deemed as a forfeit of any presumed remaining value at the time of approval of the new asset liquor license. Once the trade-in request has been approved by the Director or designee, the new trade-in value will correspond with the new asset liquor license type as referenced under LVMC 6.50.380.

A request to trade-in an asset liquor license as credit towards a higher value liquor asset license will require the difference of the origination fee to be collected once the Director or designee has approved the trade-in request. The new trade-in value will correspond with the new asset liquor license type as referenced under LVMC 6.50.380.

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
34

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the ratification of Councilman Cedric Crear as an appointed member of the Nevada League of Cities representing the City of Las Vegas

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Bylaws for the Nevada League allow the City to have two members serve on the board. Councilman Crear currently serves as Secretary/Treasurer on the Executive board and Councilman Knudsen was appointed in July. Note that not all seats intended for City of Las Vegas representation required adjustment at this time as some seats are held through an election cycle, "until replaced" and some seats without member changes have future term expiration dates. Because of this, the subject does not represent all seats the Mayor and Council occupy on outside boards and the backup should be referenced for that additional information.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. City Council Appointments Listing - Proposed Draft

7-8-2020

CITY COUNCIL APPOINTMENTS

BOARD NAME	APPT(S)	TERM	CURRENT REPRESENTATION	ORIGINAL APPT. DATE	EXPIRATION/NOTES**
Chief Local Elected Officials Consortium	1	Until replaced	Councilwoman O. Diaz	7-17-2019	
CLV Audit Oversight Committee (These board appointments may not fall during the Election " cycle appointment process for Council members)	2	2 yrs. Must fill unexpired terms	VACANT Councilwoman V. Seaman	7-17-2019	7-17-2021
Commission for the Las Vegas Centennial		Until replaced	Mayor C. Goodman Councilman C. Crear	7-6-2011 7-17-2019	
Debt Management Commission (Formerly General Obligation Bond Comm.) (One member also serves on the SNRPC)	1	2 yrs.	Councilwoman V. Seaman	7-17-2019	June 2021
Las Vegas Convention and Visitors Authority	2	Term of Office	Mayor C. Goodman Councilwoman M. Fiore	8-3-2016 2-21-2018	June 2024 June 2022
Las Vegas Springs Preserve- Board of Trustees	1	Term of Office	Councilman B. Knudsen	7-8-2020	June 2024
Local Law Enforcement Advisory Committee	2	Until replaced	Councilman S. Anthony Councilman C. Crear	5-1-2019	
Mayor Pro Tem	1	Until replaced	Councilman S. Anthony	7-8-2020	Council Elects
Metropolitan Police Committee on Fiscal Affairs	2	Until replaced	Councilman S. Anthony Councilman C. Crear	3-7-2012 7-17-2019	
Nellis Civilian Military Council Executive Board	2	Until Replaced (Mayor and Alt.)	Mayor C. Goodman Councilwoman M. Fiore (Alt)	7-6-2011 7-17-2019	
LVGEA-LV Global Economic Alliance (formerly Nevada Development Authority)	1	2 yrs.	Mayor C. Goodman	7-8-2020	7-8-2022
Nevada League of Cities		Until Replaced	Councilman B. Knudsen Councilman C. Crear	7-17-2019 8-5-2020 (ratified)	
Oversight Panel for School Facilities (These board appointments may not fall during the Election cycle appointment process for Council members.)	1	2 yrs.	Councilwoman O. Diaz	7-17-2019	12-31-2021
Regional Flood Control District (Members are the same as those appointed to RTC and terms should coincide.)	2	2 yrs.	Councilman S. Anthony Mayor C. Goodman	7-17-2019 5-20-2015	6-30-2021 6-30-2021
Regional Transportation Commission (Expiration date set by NRS)	2	2 yrs.	Councilman S. Anthony Mayor C. Goodman	7-17-2019 5-20-2015	6-30-2021 6-30-2021
Southern Nevada Enterprise Community Board (These board appointments may not fall during the Election cycle appointment process for Council members)		3 yrs.	Councilman C. Crear	5-16-2018	6-2022
Southern Nevada Health District (Formerly Cl. Co. District Bd. of Health) (Membership changed to 2 Council Elected Officials per AB380-2005)		2 yrs.	Councilwoman O. Diaz Councilman B. Knudsen	7-17-2019 7-17-2019	June 2021 June 2021
Southern Nevada Regional Housing Authority	1	2 yrs.	Councilwoman O. Diaz	7-17-2019	June 2021
Southern Nevada Regional Planning Coalition (Formerly So. Nev. Gov't Efficiency Committee) (Member also serves on Debt Management)	2	Until replaced	Councilman B. Knudsen Councilwoman O. Diaz Councilman S. Anthony (Alt)	1-15-2020 7-8-2020 7-6-2011	
Southern Nevada Water Authority	2	Until replaced (1 Member, 1 Alternate)	Councilman C. Crear Councilman S. Anthony (Alt)	7-17-2019 7-15-2009	
Tule Springs Fossil Bed Advisory Council	1	3 yrs. Must fill unexpired terms	Councilwoman M. Fiore	9-6-2017	9-12-2020
Yucca Mountain Nuclear Repository Committee	2	Until replaced	Councilman C. Crear Councilwoman V. Seaman	5-16-2018 7-17-2019	City Mgr. or designee also serves

DRAFT

**AB50 (80th Session, 2019) impacted terms of all elected in the 2017 and 2019 Municipal Elections by adding one year to come in line with Federal/State and County even-year elections.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
35

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Rhonda Long to the Historic Preservation Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling 10 different categories. Terms are for four years, with no limit to the number of terms that may be served. A vacancy currently exists in Category 7, which is for an at-large member or a member owning property and residing in a designated historic district. All members must demonstrate an interest in or knowledge of the history of the City of Las Vegas as well as design, architecture and other matters relevant to judging the economic and cultural value of particular historic preservation activities. The seat was held by a member who has resigned and the unexpired term must be filled. Ms. Rhonda Long is eligible, has the recommendation of the Planning Director and wishes to serve.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Appoint Ms. Long or direct staff to bring forward an item to a future meeting to appoint a new nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE CRAIG PALACIOS *(Replaces Patrick Klenk, resigned)*	6-17-2020	12-31-2021
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING RICHARD SERFAS	12-19-2012 (Reappt. 3-19-14) (Reappt 9-5-18)	3-23-2022
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION DONALD L. HOTCHKISS JR.	11-2-2011 (Reappt. 12-4-13) (Reappt. 10-4-17)	9-19-2021
CATEGORY 4 -EXPERIENCED IN REAL ESTATE PROFESSION JACK LeVINE	3-2-2011 (Reappt. 2-18-15) (Reappt. 8-7-19)	3-8-2023
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP BOB STOLDAL	4-27-1998 (Reappt.-Reassigned from Cat. 7 – 3-3-10) (Reappt. 12-4-13) (Reappt 11-15-17)	12-31-2021
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY SONDRA COSGROVE	8-6-2014 (Reappt. 7-19-17)	3-24-2021

CATEGORY 7 – ALL MEMBERS IN CATEGORY 7 SERVE AS MEMBERS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.

1. MICHELLE LARIME	7-19-2017	7-19-2021
2. CLAYTEE WHITE (Historic Preservation Commission appointment recommendation)	5-17-2006 (Reappt. 5-7-14) (Reappt 9-5-18)	5-17-2022
3. MIA PALENCAR	12-5-2018	12-5-2022
4. VACANT *(Replaces Sheila Collins, resigned)*		8-7-2023

CATEGORY 8 - DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS
(Director)
Development Services Center
DIANE SIEBRANDT (**Designee**)

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE
VACANT (**Designee**)

CATEGORY 10 - ARCHEOLOGICAL PROFESSION COLLEEN M. BECK	6-15-2011 (Reappt. 6-17-15) (Reappt. 8-7-19)	6-15-2023

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made changes.

Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

TERM: 4 years

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members - 11 members appointed by the City Council; and Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

CATEGORY:

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (After historic district designation, shall be filled by a person owning property and residing within the historic district if a person so qualified is available to serve. If no such person is available, a person who owns real property within the historic district may fill that position if a person so qualified is available to serve. If no such person is available to serve, any person may fill that position. If more than four historic districts have been designated as such pursuant to this subchapter, the City Council shall determine which four of the historic districts are to be represented on the HPC.)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

NOTES: Must fill unexpired terms if appropriate.

Each member must have a demonstrated interest in or knowledge of:

a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12-31-2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday of each month at 12:00 P.M., except there is no meeting in November and December meetings are the 2nd Wednesday

MEETINGS: Six (6 Members) of the Commission constitute a quorum for the purpose of conducting business. A majority vote of members present, and voting, shall be necessary to approve any item of business. Any member shall have the right to make a motion except the Chair.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
36

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2020-21 - For possible action - Amends various provisions of the Unified Development Code to establish the circumstances under which on-premise signs with off-premise messaging are permitted in connection with certain non-restricted gaming establishments, commercial recreation/amusement establishments (indoor or outdoor), and convention facilities. Proposed by: Scott D. Adams, City Manager

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend various provisions of the Unified Development Code to establish the circumstances under which on-premise signs with off-premise messaging are permitted in connection with certain non-restricted gaming establishments, commercial recreation/amusement establishments (indoor or outdoor), and convention facilities. The general focus of the bill is to allow messaging that corresponds to an ordinance adopted in December 2018 by the Clark County Commission for unincorporated areas.

RECOMMENDATION:
ADOPTION at the 8/5/2020 City Council Meeting as a First Amendment pursuant to the 7/20/2020 Recommending Committee Meeting.

First Read – 7/8/2020 First Publication – 7/23/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-21
2. Bill No. 2020-21, First Amendment

BILL NO. 2020-21

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF THE UNIFIED DEVELOPMENT CODE TO ESTABLISH THE CIRCUMSTANCES UNDER WHICH ON-PREMISE SIGNS WITH OFF-PREMISE MESSAGING ARE PERMITTED IN CONNECTION WITH CERTAIN NON-RESTRICTED GAMING ESTABLISHMENTS, COMMERCIAL RECREATION/AMUSEMENT ESTABLISHMENTS (INDOOR OR OUTDOOR), AND CONVENTION FACILITIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Amends various provisions of the Unified Development Code to establish the circumstances under which on-premise signs with off-premise messaging are permitted in connection with certain non-restricted gaming establishments, commercial recreation/amusement establishments (indoor or outdoor), and convention facilities.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289, Ordinance No. 6721 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 to 9, inclusive, of this Ordinance. The amendments in those sections are deemed to be amendments to Ordinance No. 6289, Ordinance No. 6721 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 10, Section 20, Subsection (C), is hereby amended to read as follows:

C. Similar Uses

1. Additional Uses. The uses permitted in Subsection (B) of this [Subchapter] Section are classified on the basis of common operational characteristics and land use compatibility. Uses not specifically listed in this [Subchapter] Section are prohibited. However, additional uses may be permitted by the Director if the Director finds the use in each case to be similar to the other uses listed in Subsection (B) of this [Subchapter.], Section, including a privately owned use that provides recreation or amusement opportunities of the type often provided for by a public agency.

2. Appeal of Decision. An applicant who is aggrieved by the decision of the Director may appeal that decision to the City Council. The appeal shall be filed in the office of the City Clerk, with a copy to be filed in the office of the Department of Planning. The appeal must be filed within 10 days after the decision is made. Unless otherwise stated, the Council's determination shall constitute a permanent and consistent interpretative decision, which the Director shall apply in all future instances.

SECTION 3: Ordinance No. 6721 and Title 19, Chapter 10, Section 20, Subsection (D), are hereby amended so that Section 19.10.020(D) reads as follows:

D. Uses Permitted by Special Use Permit

1. The following uses may be permitted in the C-V District by means of Special Use Permit if in each case the parcel or use is operated or controlled by an agency or subdivision of local, state or federal government:

a. Banquet Facility;

b. Beer/Wine/Cooler On-Sale Establishment;

c. Convention Facility, Publicly Operated;

d. Custodial Institution;

e. Gaming Establishment, General Business-Related;

f. Liquified Petroleum Gas Installation (Over 288 Gallons);

g. Liquor Establishment (Tavern);

h. Restaurant with Service Bar;

i. Social Event with Alcoholic Beverage Sales;

j. Supper Club.

2. Except as otherwise provided in this Paragraph (2), an Off-Premise Sign may be permitted in the C-V District, but only by means of a Special Use Permit and only if in each case the parcel or use is operated or controlled by an agency of local, state or federal government, or by any fraternal, veteran, civic or service organization. An off-premise sign that qualifies as a City Communication Sign is exempt from the Special Use Permit Requirement if it meets the requirements of LVMC 19.12.120(H). An on-premise sign with off-

premise messaging as described in LVMC 19.12.120(I)(b) is exempt from the Special Use Permit Requirement if it meets the requirements of LVMC 19.12.120(I)(b).

3. The following uses may be permitted in the C-V District by means of Special Use Permit without limitation as to the person or entity that operates or controls the parcel or use:

a. Cemetery/Mausoleum;

b. Crematory;

c. Mortuary or Funeral Chapel.

SECTION 4: Ordinance No. 6721 and Title 19, Chapter 10, Section 160, Subsection (C), Paragraph (3), are hereby amended so that Paragraph 3 reads as follows:

3. Off-premise Signs. Except [as otherwise provided in LVMC 19.12.120(H),] for signs permissible pursuant to LVMC 19.12.120(H) and 19.12.120(I), off-premise signs are not permitted within the Las Vegas Boulevard Scenic Byway Overlay District. No waiver or Variance from this prohibition is available.

SECTION 5: Title 19, Chapter 12, Section 120, Subsection (A), is hereby amended to read as follows:

A. Off-Premise [Signs Defined] Sign Characteristics

Except as otherwise provided in this Chapter, [Off-premise] off-premise signs are to be considered primarily a specific type of land use rather than as an incidental use to an existing land use. Off-premise signs generally produce revenue to the property owner(s) as a land use as compared to on-premise signs which in themselves do not produce revenue but are incidental to a revenue-producing land use. However, because of the special characteristics of off-premise signs as compared to other types of land uses and structures, certain qualifications and requirements are set forth in connection with off-premise signs as a permitted use in certain zoning districts.

SECTION 6: Ordinance No. 6721 and Title 19, Chapter 12, Section 120, Subsection (B), are hereby amended so that Section 19.12.120(B) reads as follows:

. . .

B. Special Use Permit Required

1. Except as otherwise provided in Subsections (F), (G), [and] (H) and (I) of this Section, a Special Use Permit is required for all off-premise signs prior to the construction, placement, erection or modification of the sign in accordance with the requirements of this Title. A Special Use Permit application shall be processed in accordance with LVMC 19.16.110. Furthermore, the property owner(s), owner(s) of the structure or other responsible person shall maintain in force, at all times, a sign certificate for the sign in accordance with the requirements of this Title.

2. The Special Use Permit requirement set forth in Paragraph (1) is in addition to and independent of any locational provision or limitation contained in this Section. In determining whether to approve or deny a Special Use Permit under this Section, the Planning Commission and City Council may consider the aesthetic impact of the sign on the area and all other aspects of the sign's compatibility with the surrounding area, including the existence or nonexistence of other signage in the area.

3. In connection with the approval of a Special Use Permit under this Section, the Planning Commission or City Council may impose a time limit on the approval or require a periodic review of the sign as a condition of approval, provided that:

a. In the case of a time limit, the limit is not less than three years; and

b. In the case of a periodic review, the review is not sooner than three years after the approval.

4. After conducting a review, the City Council may require removal of the sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L).

SECTION 7: Ordinance No. 6721 and Title 19, Chapter 12, Section 120, are hereby amended by adding to that Section a new Subsection (I), reading as follows:

I. On-Premise Signs with Off-Premise Messaging

On-premise signs with off-premise messaging are exempt from the preceding provisions of this Section (LVMC 19.12.120). Such signs are permitted, but only in accordance with and subject to Paragraphs (a) and (b) below:

a. On-premise signs with off-premise messaging are permissible for a non-restricted gaming establishment when operated in conjunction with a hotel having more than 200 rooms. In each case, such signs are subject to the following:

i. The quantity and location of all existing or proposed on-premise signs with off-premise messaging are subject to prior review and approval through a new Master Sign Plan application processed in accordance with LVMC 19.16.270.

ii. All such signs shall conform to the on-site sign dimensional and locational provisions of LVMC 19.08.120, 19.10.100, 19.10.110, 19.10.120, and 19.10.160, as applicable.

iii. No supergraphic sign is eligible for consideration as an on-premise sign with off-premise messaging.

b. On-premise signs with off-premise messaging are permissible for commercial recreation/amusement (indoor/outdoor) establishments with permanent fixed seating for over 9,000 people. In each case, such signs are subject to the following:

i. The quantity and location of all existing or proposed on-premise signs with off-premise messaging are subject to prior review and approval through a new Master Sign Plan application processed in accordance with LVMC 19.16.270.

ii. All such signs shall conform to the on-site sign dimensional and locational provisions of LVMC 19.08.120, 19.10.020, 19.10.030, 19.10.040, 19.10.060, 19.10.070, 19.10.100, 19.10.110, 19.10.120, and 19.10.160, as applicable.

iii. No supergraphic sign is eligible for consideration as an on-premise sign with off-premise messaging.

c. On-premise signs with off-premise messaging are permissible for a convention facility structure having between 250,000 and 500,000 square feet of floor space. In each case, such signs are subject to the following:

i. The quantity and location of all existing or proposed on-premise signs with off-premise messaging are subject to prior review and approval through a new Master Sign Plan application

processed in accordance with LVMC 19.16.270.

ii. All such signs shall conform to the on-site sign dimensional and locational provisions of LVMC 19.08.120, 19.10.020, 19.10.030, 19.10.040, 19.10.060, 19.10.070, 19.10.100, 19.10.110, 19.10.120, and 19.10.160, as applicable.

iii. No supergraphic sign is eligible for consideration as an on-premise sign with off-premise messaging.

SECTION 8: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Off-Premise Sign" to read as follows:

Off-Premise Sign. Any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is not located nor available on the lot where the sign is erected or placed. For certain purposes, the term includes city communication signs and on-premise signs with off-premise messaging, but the provisions of LVMC 19.12.120 that pertain to those two types of signs shall govern and control over any conflicting or inconsistent provision regarding off-premise signs generally.

SECTION 9: Title 19, Chapter 18, Section 20, is hereby amended by adding, at the appropriate location, the following term and its corresponding definition:

On-Premise Sign with Off-Premise Messaging. An existing or proposed on-premise sign that, in addition to its function as an on-premise sign, is used to advertise or announce any place, product, goods, service, idea or statement whose subject is not located nor available on the property where the sign is erected or placed. An on-premise sign with off-premise messaging is only permissible in accordance with LVMC 19.12.120(I).

SECTION 10: For purposes of Section 2.100(3) of the City Charter, Sections 19.10.020, 19.10.160, 19.12.120 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 11: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 9, inclusive, of this Ordinance.

SECTION 12: 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 13: 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 14: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-29-2020
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

FIRST AMENDMENT

BILL NO. 2020-21

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF THE UNIFIED DEVELOPMENT CODE TO ESTABLISH THE CIRCUMSTANCES UNDER WHICH ON-PREMISE SIGNS WITH OFF-PREMISE MESSAGING ARE PERMITTED IN CONNECTION WITH CERTAIN NON-RESTRICTED GAMING ESTABLISHMENTS, COMMERCIAL RECREATION/AMUSEMENT ESTABLISHMENTS (INDOOR OR OUTDOOR), AND CONVENTION FACILITIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Amends various provisions of the Unified Development Code to establish the circumstances under which on-premise signs with off-premise messaging are permitted in connection with certain non-restricted gaming establishments, commercial recreation/amusement establishments (indoor or outdoor), and convention facilities.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289, Ordinance No. 6721 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 to 9, inclusive, of this Ordinance. The amendments in those sections are deemed to be amendments to Ordinance No. 6289, Ordinance No. 6721 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 10, Section 20, Subsection (C), is hereby amended to read as follows:

C. Similar Uses

1. Additional Uses. The uses permitted in Subsection (B) of this [Subchapter] Section are classified on the basis of common operational characteristics and land use compatibility. Uses not specifically listed in this [Subchapter] Section are prohibited. However, additional uses may be permitted by the Director if the Director finds the use in each case to be similar to the other uses listed in Subsection (B) of this [Subchapter.], Section, including a privately owned use that provides recreation or amusement opportunities of the type

often provided for by a public agency.

2. Appeal of Decision. An applicant who is aggrieved by the decision of the Director may appeal that decision to the City Council. The appeal shall be filed in the office of the City Clerk, with a copy to be filed in the office of the Department of Planning. The appeal must be filed within 10 days after the decision is made. Unless otherwise stated, the Council's determination shall constitute a permanent and consistent interpretative decision, which the Director shall apply in all future instances.

SECTION 3: Ordinance No. 6721 and Title 19, Chapter 10, Section 20, Subsection (D), are hereby amended so that Section 19.10.020(D) reads as follows:

D. Uses Permitted by Special Use Permit

1. The following uses may be permitted in the C-V District by means of Special Use Permit if in each case the parcel or use is operated or controlled by an agency or subdivision of local, state or federal government:

a. Banquet Facility;

b. Beer/Wine/Cooler On-Sale Establishment;

c. Convention Facility, Publicly Operated;

d. Custodial Institution;

e. Gaming Establishment, General Business-Related;

f. Liquified Petroleum Gas Installation (Over 288 Gallons);

g. Liquor Establishment (Tavern);

h. Restaurant with Service Bar;

i. Social Event with Alcoholic Beverage Sales;

j. Supper Club.

2. Except as otherwise provided in this Paragraph (2), an Off-Premise Sign may be permitted in the C-V District, but only by means of a Special Use Permit and only if in each case the parcel or use is operated or controlled by an agency of local, state or federal government, or by any fraternal, veteran, civic or service organization. An off-premise sign that qualifies as a City Communication Sign is exempt from the Special

Use Permit Requirement if it meets the requirements of LVMC 19.12.120(H). An on-premise sign with off-premise messaging as described in LVMC 19.12.120(I)(b) is exempt from the Special Use Permit Requirement if it meets the requirements of LVMC 19.12.120(I)(b).

3. The following uses may be permitted in the C-V District by means of Special Use Permit without limitation as to the person or entity that operates or controls the parcel or use:

a. Cemetery/Mausoleum;

b. Crematory;

c. Mortuary or Funeral Chapel.

SECTION 4: Ordinance No. 6721 and Title 19, Chapter 10, Section 160, Subsection (C), Paragraph (3), are hereby amended so that Paragraph 3 reads as follows:

3. Off-premise Signs. Except [as otherwise provided in LVMC 19.12.120(H),] for signs permissible pursuant to LVMC 19.12.120(H) and 19.12.120(I), off-premise signs are not permitted within the Las Vegas Boulevard Scenic Byway Overlay District. No waiver or Variance from this prohibition is available.

SECTION 5: Title 19, Chapter 12, Section 120, Subsection (A), is hereby amended to read as follows:

A. Off-Premise [Signs Defined] Sign Characteristics

Except as otherwise provided in this Chapter, [Off-premise] off-premise signs are to be considered primarily a specific type of land use rather than as an incidental use to an existing land use. Off-premise signs generally produce revenue to the property owner(s) as a land use as compared to on-premise signs which in themselves do not produce revenue but are incidental to a revenue-producing land use. However, because of the special characteristics of off-premise signs as compared to other types of land uses and structures, certain qualifications and requirements are set forth in connection with off-premise signs as a permitted use in certain zoning districts.

SECTION 6: Ordinance No. 6721 and Title 19, Chapter 12, Section 120, Subsection (B), are hereby amended so that Section 19.12.120(B) reads as follows:

B. Special Use Permit Required

1. Except as otherwise provided in Subsections (F), (G), [and] (H) and (I) of this Section, a Special Use Permit is required for all off-premise signs prior to the construction, placement, erection or modification of the sign in accordance with the requirements of this Title. A Special Use Permit application shall be processed in accordance with LVMC 19.16.110. Furthermore, the property owner(s), owner(s) of the structure or other responsible person shall maintain in force, at all times, a sign certificate for the sign in accordance with the requirements of this Title.

2. The Special Use Permit requirement set forth in Paragraph (1) is in addition to and independent of any locational provision or limitation contained in this Section. In determining whether to approve or deny a Special Use Permit under this Section, the Planning Commission and City Council may consider the aesthetic impact of the sign on the area and all other aspects of the sign's compatibility with the surrounding area, including the existence or nonexistence of other signage in the area.

3. In connection with the approval of a Special Use Permit under this Section, the Planning Commission or City Council may impose a time limit on the approval or require a periodic review of the sign as a condition of approval, provided that:

a. In the case of a time limit, the limit is not less than three years; and

b. In the case of a periodic review, the review is not sooner than three years after the approval.

4. After conducting a review, the City Council may require removal of the sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L).

SECTION 7: Ordinance No. 6721 and Title 19, Chapter 12, Section 120, are hereby amended by adding to that Section a new Subsection (I), reading as follows:

I. On-Premise Signs with Off-Premise Messaging

On-premise signs with off-premise messaging are exempt from the preceding provisions of this Section (LVMC 19.12.120). Such signs are permitted, but only in accordance with and subject to Paragraphs (a) and (b) below:

a. On-premise signs with off-premise messaging are permissible for a non-restricted gaming establishment when operated in conjunction with a hotel having more than 200 rooms. In each case, such signs are subject to the following:

i. The quantity and location of all existing or proposed on-premise signs with off-premise messaging are subject to prior review and approval through a new Master Sign Plan application processed in accordance with LVMC 19.16.270.

ii. All such signs shall conform to the on-site sign dimensional and locational provisions of LVMC 19.08.120, 19.10.100, 19.10.110, 19.10.120, and 19.10.160, as applicable.

iii. No supergraphic sign is eligible for consideration as an on-premise sign with off-premise messaging.

b. On-premise signs with off-premise messaging are permissible for commercial recreation/amusement (indoor/outdoor) establishments with permanent fixed seating for over 9,000 people. In each case, such signs are subject to the following:

i. The quantity and location of all existing or proposed on-premise signs with off-premise messaging are subject to prior review and approval through a new Master Sign Plan application processed in accordance with LVMC 19.16.270.

ii. All such signs shall conform to the on-site sign dimensional and locational provisions of LVMC 19.08.120, 19.10.020, 19.10.030, 19.10.040, 19.10.060, 19.10.070, 19.10.100, 19.10.110, 19.10.120, and 19.10.160, as applicable.

iii. No supergraphic sign is eligible for consideration as an on-premise sign with off-premise messaging.

c. On-premise signs with off-premise messaging are permissible for a convention facility structure having between 250,000 and 500,000 square feet of floor space. In each case, such signs are subject to the following:

i. The quantity and location of all existing or proposed on-premise signs with off-premise messaging are subject to prior review and approval through a new Master Sign Plan application

processed in accordance with LVMC 19.16.270.

ii. All such signs shall conform to the on-site sign dimensional and locational provisions of LVMC 19.08.120, 19.10.020, 19.10.030, 19.10.040, 19.10.060, 19.10.070, 19.10.100, 19.10.110, 19.10.120, and 19.10.160, as applicable. To the extent otherwise permissible under those provisions, no such sign may face or be visible from the travel lanes of a freeway or expressway.

iii. No supergraphic sign is eligible for consideration as an on-premise sign with off-premise messaging.

SECTION 8: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Off-Premise Sign" to read as follows:

Off-Premise Sign. Any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is not located nor available on the lot where the sign is erected or placed. For certain purposes, the term includes city communication signs and on-premise signs with off-premise messaging, but the provisions of LVMC 19.12.120 that pertain to those two types of signs shall govern and control over any conflicting or inconsistent provision regarding off-premise signs generally.

SECTION 9: Title 19, Chapter 18, Section 20, is hereby amended by adding, at the appropriate location, the following term and its corresponding definition:

On-Premise Sign with Off-Premise Messaging. An existing or proposed on-premise sign that, in addition to its function as an on-premise sign, is used to advertise or announce any place, product, goods, service, idea or statement whose subject is not located nor available on the property where the sign is erected or placed. An on-premise sign with off-premise messaging is only permissible in accordance with LVMC 19.12.120(I).

SECTION 10: For purposes of Section 2.100(3) of the City Charter, Sections 19.10.020, 19.10.160, 19.12.120 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 11: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 9, inclusive, of this Ordinance.

SECTION 12: 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 13: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 14: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-20-20
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
37

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2020-22 - Amends LVMC 19.08.050 and 19.08.060 to update and consolidate standards pertaining to the P-O (Professional Office) and O (Office) Zoning Districts, and repeals LVMC 19.12.090 as part of that consolidation. Sponsored by: Councilwoman Olivia Diaz

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 19.08.050 and 19.08.060 to update and consolidate standards pertaining to the P-O (Professional Office) and O (Office) Zoning Districts, as well as repeal LVMC 19.12.090 as part of that consolidation. The primary focus of the bill is to allow overnight parking of business vehicles under very limited circumstances.

RECOMMENDATION:
ADOPTION at the 8/19/2020 City Council meeting pursuant to the 8/3/2020 Recommending Committee Meeting

BACKUP DOCUMENTATION:
1. Bill No. 2020-22
2. Text of repealed section (19.12.090)

BILL NO. 2020-22

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 19.08.050 AND 19.08.060 TO UPDATE AND CONSOLIDATE STANDARDS PERTAINING TO THE P-O (PROFESSIONAL OFFICE) AND O (OFFICE) ZONING DISTRICTS; REPEAL LVMC 19.12.090 AS PART OF THAT CONSOLIDATION; AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Olivia Diaz

Summary: Amends LVMC 19.08.050 and 19.08.060 to update and consolidate standards pertaining to the P-O (Professional Office) and O (Office) Zoning Districts, and repeals LVMC 19.12.090 as part of that consolidation.

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 Sections 2 to 4, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 8, Section 50, is amended by amending the portion of that Section that precedes the tables to read as follows:

19.08.050 P-O Professional Office

The P-O District is intended to allow for office uses in an area which is predominantly residential but because of traffic and other factors is no longer suitable for the continuation of low density residential uses. This district is designed to be a transitional zone to allow low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact. To decrease the impact to adjacent residential uses, single family structures should be retained or new development in the P-O District should be constructed to maintain a residential character. The P-O District is consistent with the Office category of the General Plan.

All uses located in the P-O District shall conform to the following restrictions[.]:

1. No products shall be stored, displayed or sold on the premises.

2. Except as otherwise provided in this Paragraph (2), [No] no trucks, vans, or other commercial vehicles shall be stored or parked on the property overnight. No more than two vehicles that are used in connection with the operation of a business located on the site may be parked on the property overnight, but the permissible parking of such vehicles is subject to the following additional limitations and requirements:

a. Each such vehicle must be a passenger vehicle in a mechanically operable condition with a maximum capacity of one ton. Vehicles or trailers designed or intended solely for commercial use, including without limitation tow trucks, box trucks, dump trucks, buses, taxis, limousines, food trucks or trailers, ice cream trucks or trailers, forklifts, backhoes, concrete mixers and mobile sign trucks or trailers are prohibited.

b. An additional number of vehicles may be permitted by means of the approval of a Special Use Permit pursuant to LVMC 19.16.110.

c. Vehicle storage is prohibited.

3. No services shall be performed upon a client except those related to the service of the medical profession including dentists, opticians, optometrists, chiropractors, psychologists, et cetera.

4. Services shall not include the production nor repair of any goods except as an incidental use to the permitted service.

5. Instructional services at a physician's office must be provided with a pupil/ instructor ratio no greater than two to one; provided, however, that the Director may approve a higher pupil/instructor ratio upon a showing that sufficient off-street parking is available for the number of pupils anticipated. Equipment used for instructional purposes must be stored within the building.

6. Except in accordance with a Special Use Permit approving the establishment of a Mixed-Use use as defined by LVMC Chapter 19.18, there shall be no mixed residential and commercial use of any property and in the event there is an existing residential use on a property, no commercial use of the property shall be permitted until the residential use has permanently ceased.

7. No use or business activity shall remain open to the public for business between the hours of 9:00 p.m. through 7:00 a.m. All exterior lighting, except for security lighting, shall be turned off.["]

SECTION 3: Title 19, Chapter 8, Section 60, is amended by amending the portion of that Section that precedes the tables to read as follows:

19.08.060 O (Office) District

The Office District is designed to provide for the development of office uses, supporting service uses and low intensity commercial uses performing administrative, professional and personal services. These may be small office buildings developed in a cluster with an internal traffic circulation system or one larger office building. This district may be used as a buffer between residential and more intense retail/commercial uses. The O District is consistent with the Office category of the General Plan.

All uses in the O District shall conform to the following restriction:

1. All storage or display of merchandise and equipment shall be within a completely enclosed building. No trailers or other portable structures may be used for storage purposes.

SECTION 4: Title 19, Chapter 12, Section 90, is repealed in its entirety.

SECTION 5: For purposes of Section 2.100(3) of the City Charter, Sections 19.08.050 and 19.08.060 are deemed to be subchapters rather than sections.

SECTION 6: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 4, inclusive, of this Ordinance.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of

such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-8-2020
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

19.12.090 Use Restrictions for P-O and O Districts

A. **P-O District**

All uses in the P-O District shall conform to the following:

1. No products shall be stored, displayed or sold on the premises.
2. No trucks, vans or other commercial vehicles shall be stored or parked on the property overnight.
3. No service shall be performed upon a client except those related to the service of the medical profession including dentists, opticians, optometrists, chiropractors, psychologists, etc.
4. Services shall not include the production or repair of any goods except as an incidental use to a permitted service.
5. Instructional services at a physician's office must be provided with a pupil/instructor ratio no greater than two to one; provided, however, that the Director may approve a higher pupil/instructor ratio upon a showing that sufficient off-street parking is available for the number of pupils anticipated. Equipment used for instructional purposes must be stored within the building.
6. Except in accordance with a Special Use Permit approving the establishment of a Mixed-Use use as defined by LVMC Chapter 19.18 , there shall be no mixed residential and commercial use of any property and in the event there is an existing residential use on a property, no commercial use of the property shall be permitted until the residential use has permanently ceased.
7. No use or business activity shall remain open to the public for business between the hours of 9:00 p.m. through 7:00 a.m. All exterior lighting, except for security lighting, shall be turned off.

B. **O District.** In the O District, all storage or display of merchandise and equipment shall be within a completely enclosed building. No trailers or other portable structures may be used for storage purposes.

C. **All Non-Residential Districts.** No outdoor storage, sales, rent or display of products or equipment is permitted except in accordance with the provisions of this Title, or a specific Special Use Permit approval granted thereunder.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 5, 2020

Agenda Item No.:
38

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2020-23 - Repeals and replaces LVMC 6.50.352, relating to art gallery alcohol beverage permits, to establish a complimentary alcoholic beverage permit category for additional specified types of businesses, including related requirements and limitations. Sponsored by: Councilman Brian Knudsen

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will repeal and replace LVMC 6.50.352, relating to art gallery alcohol beverage permits, to establish a complimentary alcoholic beverage permit category for additional specified types of businesses, including related requirements and limitations. In addition to art galleries, eligible businesses will include barbershops, cosmetology establishments, barbershops, professional businesses, bridal shops and suit shops.

RECOMMENDATION:
ADOPTION at the 8/19/2020 City Council meeting as a First Amendment pursuant to the 8/3/2020 City Council meeting

BACKUP DOCUMENTATION:
1. Bill No. 2020-23
2. Text of repealed section (6.50.352)
3. Backup Documentation Submitted for the August 3, 2020 Recommending Committee Meeting

BILL NO. 2020-23

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE LVMC 6.50.352, RELATING TO ART GALLERY ALCOHOL BEVERAGE PERMITS, TO ESTABLISH A COMPLIMENTARY ALCOHOLIC BEVERAGE PERMIT CATEGORY FOR ADDITIONAL SPECIFIED TYPES OF BUSINESSES, INCLUDING RELATED REQUIREMENTS AND LIMITATIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Brian Knudsen

Summary: Repeals and replaces LVMC 6.50.352, relating to art gallery alcohol beverage permits, to establish a complimentary alcoholic beverage permit category for additional specified types of businesses, including related requirements and limitations.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

"Adult" means, for the purposes of this Chapter, a natural person over the age of twenty-one years.

"Alcoholic beverage" includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

"Alcoholic beverage caterer" means a person who serves, pours or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.

"Amusement theme park" means a theme park, as defined in LVMC 6.81.020, that has at least one

hundred thousand square feet of public floor space. Such a business may include the incidental sale of refreshments, food, beverages, gifts or novelties.

"Art gallery" means a business establishment whose primary business is the display, exhibit and sale of fine art for purchase by the general public. For the purpose of this definition, "fine art" means:

(1) A work of visual art such as a painting, sculpture, drawing, mosaic or photograph;

(2) A work of written art, such as calligraphy;

(3) A work of graphic art, such as an etching, a lithograph, an offset print, a silkscreen, or any other work of like nature;

(4) A work in craft materials, including, but not limited to, clay, textile, wood, metal, plastic or glass; or

(5) A work in mixed media, which is a work that is any combination of the art media set forth in this definition.

"Banquet or event establishment" means any establishment which is rented by individuals or groups to accommodate events such as banquets, weddings, anniversaries and other similar assemblages. Such establishment may or may not include:

(1) Kitchen facilities for the preparation or catering of food.

(2) Outdoor gardens or reception facilities.

"Bar" means a physical structure from which alcoholic beverages are poured or served by the drink to patrons or where alcoholic beverages are maintained for pouring or service to patrons. The structure may be permanent or temporary.

"Beer" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

"Beneficial owner" means a person who possesses a lease or other evidence of possessory property rights for the premises for which a license is sought for the full period for which the license is to be used.

"Bridal shop" means an establishment that primarily markets and sells clothing or products relating to brides or weddings.

"Cider" means an alcoholic beverage made from the fermentation of fruit juice that contains not less than one-half of one percent and not more than eight percent of alcohol by volume.

"Commercial center" means a concentration of retail stores that:

(1) Contains at least eighty thousand square feet of retail space enclosed within a building or buildings;

(2) Contains at least one anchor retail store of at least twenty thousand square feet;

(3) Includes a parking lot common to the retail stores; and

(4) Is situated on at least fifteen gross acres of land.

"Container," except as the context otherwise requires, means a receptacle provided by an establishment (or otherwise) from which alcoholic beverages are consumed on the premises of the establishment.

"Convenience store" means a retail establishment other than a drugstore, which:

(1) Offers for sale prepackaged food products, household items and other goods commonly associated with those products and items, and maintains more than fifty-one percent of its gross retail floor area dedicated to such products and items, provided that not more than ten percent of its gross retail floor area is devoted to the sale of beer, wine and coolers; and

(2) Except as otherwise provided in this Paragraph (2), contains not less than one thousand two hundred square feet, nor more than five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and office areas. The minimum size requirement in the preceding sentence does not apply to a development that qualifies as mixed-use under LVMC Title 19.

"Convention center" means a structure which has at least one hundred thousand square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event, whether the activity is open or closed to the general public. For purposes of this Chapter, the term includes a stadium facility that may be operated in conjunction with a convention center, but does not include a permanent trade show facility.

"Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate

obtained from the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

"Cultural establishment" means a facility which charges a fee for admission and is dedicated to performing arts, history or education and where food is provided in a concession space. The facility must contain at least one of the following:

(1) At least two thousand seats in a theater-style setting;

(2) Indoor exhibit space of twenty thousand square feet; or

(3) Outdoor exhibit space of at least fifty acres.

"Downtown Entertainment Overlay District" has the meaning and boundaries as described in LVMC 19.10.120.

"Downtown Las Vegas Overlay District" has the meaning and boundaries as described in LVMC 19.10.110.

"Drugstore" means a business establishment which occupies the entire business premises of a building, or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, where a State licensed pharmacist is present at all times the pharmacy operation is open for the purpose of compounding or dispensing, or both compounding and dispensing of drugs and medicines, and where a grill and fountain service is permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health items. For an establishment to qualify as a drugstore, the annual gross revenue from the sale of prescription pharmaceuticals must be in excess of fifty percent of the establishment's total gross revenue on a calendar year basis.

"Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to participate in the planning of activities and the utilization of services offered by a nonprofit corporation, association or organization. The term "dues" does not include fees paid for the purchase of drinks, meals or other services offered by a nonprofit corporation, association or organization.

"General retail store" means a business established for the retail sale of general merchandise in excess of five thousand square feet of floor space devoted for the sale of multiple line products provided that not

more than ten percent of its gross retail floor area is devoted to beer, wine and coolers, unless there is a greater amount of floor area otherwise specified by a land use approval or permitted by condition on the alcoholic beverage license.

"Gift shop, resort hotel leased" means a discrete area within a resort hotel, owned and operated by a person other than the owner of the resort hotel, that sells clothing and miscellaneous sundries appropriate as gifts, as well as other items, including, but not limited to newspapers, magazines, and foodstuffs. A resort hotel leased gift shop may only sell alcoholic beverages upon the receipt of a valid, unexpired alcoholic beverage license by the operator of the gift shop and the floor area for the display of alcoholic beverages shall not exceed fifty square feet.

"Gift shop, resort hotel owned" means a discrete area within a resort hotel, owned and operated by the resort hotel, that sells clothing and miscellaneous sundries appropriate as gifts, as well as other items, including, but not limited to newspapers, magazines, and foodstuffs. A resort hotel owned gift shop may sell alcoholic beverages without having to obtain a separate package license if the resort hotel is authorized to sell alcoholic beverages pursuant to a tavern license and the floor area for the display of alcoholic beverages does not exceed fifty square feet.

"Golf course" means any links consisting of at least eighteen holes which have been certified by the United States Golf Association for individual and group play and which provide a variety of golf facilities, including, but not limited to at least one or more of the following: a driving range, golf lessons, motorized golf carts; a professional golf shop or a clubhouse. Each golf cart that maintains alcoholic beverages for pouring or service to patrons of a golf course, or is used to serve or pour alcoholic beverages to patrons of a golf course is considered to be a separate bar for purposes of this Chapter. Miniature golf and/or putting course facilities and electronically simulated golf courses are not to be considered golf courses for purposes of this definition.

"Groceries" means staple food stuffs, dairy products, meats and produce meant for human consumption; articles used in the preparation of food; and household supplies.

"Grocery store" means a business establishment which occupies all of the business premises of a

building or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, and which contains more than five thousand square feet of floor space, exclusive of warehouse and office space, for the display and sale of foodstuffs, whether fresh, frozen, canned or packaged, and may include the sales of other products, including non-food items, alcoholic beverages (if licensed by the City for the sale of alcoholic beverages), and pharmaceuticals, provided the sale of such pharmaceuticals is incidental to the primary business of selling products other than pharmaceuticals. The term does not include an establishment in which more than ten percent of the gross retail floor area of the establishment premises consists of alcoholic beverages.

"Hotel" means, for purposes of this Chapter, a "resort hotel" as defined by LVMC Chapter 6.40.020(F), except when the term is used in conjunction with a specific term which lists the number of rooms required. A "hotel," if not a "resort hotel," contains not less than one hundred fifty guest rooms in a single or connected structure, access to which is controlled through a foyer and hallways; provides rooms which are let or hired out only to transient guests on a day-to-day basis; and does not provide for cooking in individual rooms or suites.

"Hotel lounge bar" means a bar located in a lounge area of a hotel where alcoholic beverages are sold for consumption in specified areas only.

"Individual access" means the provision of a secured cabinet or refrigerator with alcoholic beverages, access to which is controlled by an adult.

"Key employee" means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

"Liquor store" means a specialty retail store with a minimum gross floor area of 1200 square feet that deals exclusively in alcoholic beverages and related items including tobacco, magazines, newspapers and packaged snack foods, whose license to sell alcoholic beverages authorizes their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold. Entry to minors is not allowed, except as provided for in LVMC 6.50.170.

"Lounge" means a room or designated area wherein alcohol is served or poured from a licensed

liquor service area to patrons where food is not served or is incidental to its operation and may contain an informal setting of tables, booths or easy chairs, and into which room or designated area minors are not permitted entry. Such room or area must be separated and segregated with a barrier and signage sufficient to preclude minors from entry.

"Malt beverage" means beer, ale, porter, stout and other similar fermented beverages of any name or description, brewed or produced from malt, wholly or in part.

"Meal" means an assortment of food listed on a menu which must include entrees, appetizers, side items and desserts available for purchase at various hours of the day.

"Minor" means, for the purposes of this Chapter, a natural person under the age of twenty-one years.

"Museum" means a facility with no less than fifteen thousand square feet of exhibit space open to the general public where a fee is charged for admission and the primary purpose of such facility is the acquisition, preservation, study and exhibition of items of artistic, historic or scientific value.

"Nonprofit club" means any nonprofit corporation, association or organization which has been in continual existence for at least two years prior to applying for a license under this Chapter, and:

(1) Is organized or qualified to do business and operate under the laws of the State;

(2) Has tax-exempt status granted by the United States Internal Revenue Service;

(3) Maintains a membership of at least one hundred active members who are residents of Southern Nevada, who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association, or organization; and

(4) Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases.

"Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for consumption off the premises where the same are sold.

"On-sale" means the sale of alcoholic beverages for consumption on the premises where the same are sold.

"Outdoor entertainment complex" means an outdoor environment that mixes retail, restaurant,

entertainment and recreational uses on one parcel of land that:

(1) Is greater than one gross acre in size;

(2) Is located wholly within the boundaries of the Downtown Entertainment Overlay District or within the area bounded by Ogden Avenue on the north, Maryland Parkway on the east, Carson Avenue on the south, and 8th Street on the west;

(3) Provides for a minimum of ten thousand square feet of retail space within permanent or semi-permanent structures;

(4) Contains at least one restaurant;

(5) Provides on the parcel at least fifty permanent seats where meals may be consumed; and

(6) Provides event or exhibition space (or both) of at least five hundred square feet. For purposes of this definition, "semi-permanent structure" means a structure or container that is not permanently affixed to the ground but is not readily moveable. "Semi-permanent structure" explicitly includes an intermodal cargo transport container, commonly referred to as a "cargo container" or "shipping container," but does not include a recreational vehicle, mobile kitchen, catering truck or mobile home.

"Pedestrian mall" means an area designated in LVMC Chapter 11.68.

"Permanent trade show" means an event held at a permanent trade show facility where products, goods or wares are displayed for the purpose of exhibitors demonstrating and soliciting orders for the wholesale of or offering for wholesale of such products, goods or wares exclusively to members of a specific industry or industries.

"Permanent trade show facility" means a parcel or contiguous parcels of land with one or more buildings located thereon consisting of a minimum of two hundred fifty thousand square feet of floor space that is designed and intended primarily to conduct one or more permanent trade shows annually, at which members of the general public are not admitted. A "permanent trade show facility" may also be used for events to which the general public is invited.

"Restaurant" means a place which is regularly and in a bona fide manner used and kept open for the

service of meals to guests for compensation; and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals.

"Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant for consumption only in connection with a meal on the premises where the same is sold.

"Restaurant with alcohol" means a restaurant advertised and/or held out to the public to be a place where the primary business is to serve meals and has meals available for service at tables or booths during all times that the business is open. Alcoholic beverages may be served to adult patrons throughout the premises of a restaurant with alcohol, and adults accompanying a minor into the restaurant portion of the business may only be served alcohol in conjunction with meals at dining tables or booths.

"Sale" means the act of selling and, in connection therewith, "sell" means, for compensation or any other private or public business purpose at a commercial location, to sell, serve, give away, or distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell, serve, give away or distribute.

"Specialty drink" means a singular variety of a themed alcoholic drink that represents the culture or ethnicity of the establishment; must be consistent with the ambiance, decór, and menu offerings of the restaurant; and must be served in open containers for consumption only on the licensed premises of the establishment. A drink does not qualify as a "specialty drink" unless it is available for consumption only when the kitchen or food preparation area is open and operating. A specialty drink must be able to be identified and described, in writing, by any applicant for a license that requires the sale or service of a specialty drink and must describe how the drink qualifies for classification as a specialty drink.

"Suit shop" means an establishment that primarily markets and sells tailored suits.

"Themed establishment" means an establishment that is designed and operated so as to evoke a particular culture, ethnicity, historical or fictional period, that represents such unique theme through one or more of the following attributes: entertainment, activity, music, ambiance, decor, signage, cuisine, specialty

drink offerings or the costuming of staff.

"Wedding chapel" means a business establishment that performs marriages in accordance with State law.

"Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the purposes of resale.

"Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than twenty-two percent of alcohol by volume.

SECTION 2: Title 6, Chapter 50, Section 352, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 3: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 352, reading as follows:

6.50.352: (A) A complimentary alcoholic beverage permit authorizes the limited service and on-premises consumption of complimentary alcoholic beverages at the following locations where the sale of alcoholic beverages is not otherwise authorized pursuant to an alcoholic beverage license:

(1) Art gallery in conjunction with the sale of art;

(2) Cosmetology establishment;

(3) Barbershop;

(4) Professional business;

(5) Bridal shop; or

(6) Suit shop.

(B) An application for a complimentary alcoholic beverage permit may be made only by the owner or beneficial owner of an establishment that qualifies under Subsection (A). An application shall be made on a form provided or authorized by the Director and the fee for filing such application is one hundred dollars. An applicant is subject to a finding of suitability by the Director pursuant to LVMC Chapter

6.06, as well the processing fee described in LVMC 6.06.100(C). The Director may issue a temporary permit pending suitability determination.

(C) Each applicant must file a security plan to be approved by the Director.

(D) A permit application may not be denied solely because of the location's proximity to any public or private school or the principal campus of a college, university, or seminary. Grounds for denial include a determination by the Director that the applicant will be unable to operate in accordance with the requirements and limitations of this Section, as well any reason that would constitute grounds for disciplinary action pursuant to LVMC 6.02.330.

(E) A permit may be suspended or revoked by the Director if the permittee:

(1) Violates any provision of this Chapter or any policy adopted by the Director regarding such permits;

(2) Failed to truthfully furnish any required information in connection with the permit application; or

(3) Is found unsuitable upon completion of the suitability review pursuant to LVMC Chapter 6.06.

(F) A permit issued pursuant to this Section is an annual permit and is not transferable.

(G) Under any permit issued pursuant to this Section, the permittee may not:

(1) Sell any alcoholic beverage, either indirectly or indirectly.

(2) Charge an entrance fee or cover charge, require any remuneration for entry into the establishment, or charge any other fee in connection with offering complimentary alcoholic beverages for consumption on the premises.

(3) Construct or allow to be constructed any permanent bar structure on the premises.

(4) Store or allow the storage of any alcoholic beverages in a location or manner accessible or visible to customers or patrons.

(5) Serve or allow any customer or patron to be served more than two alcoholic

beverages on any particular day.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: 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 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 _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-8-2020
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2020, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2020, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

6.50.352 - Art gallery alcoholic beverage permit.

An art gallery alcoholic beverage permit authorizes the limited service and on-premises consumption of complimentary beer, wine or coolers at an art gallery in conjunction with the sale of art where the sale of alcoholic beverages are not otherwise authorized pursuant to an alcoholic beverage license. A permittee shall comply with the following:

(A) Application Requirements.

(1) Application for an art gallery alcoholic beverage permit shall only be made by the owner or the beneficial owner of an art gallery.

(2) An application shall be made on a form determined by the Director and the fee for filing such application is one hundred dollars. Upon application, the applicant shall be subject to a finding of suitability by the Director pursuant to LVMC 6.02. The Director may issue a temporary permit pending suitability determination.

(3) An applicant shall file a security plan to be approved by the Director.

(4) The applicant shall list each day that wine, beer and/or cooler beverages will be served. An approved schedule shall not be changed without a minimum of fifteen days written notice to the Department.

(5) An art gallery shall not be denied an art gallery permit based solely on the art gallery's proximity to any public or private school or the principal campus of a college, university, or seminary.

(6) The Director may reject the application if the applicant fails to establish that the applicant is able to offer complimentary wine, beer or cooler beverages without violating the provisions of this Subsection, or if the Director finds grounds for disciplinary action against the applicant pursuant to LVMC 6.02.330, or if the Director finds grounds as provided by any specifically applicable chapter of Title 6.

(7) A permit may be suspended or revoked by the Director if the permittee violates any provision of this Chapter, Chapter 6.50, any policy adopted by the Director regarding such permits, failure by the applicant to truthfully furnish any required information in connection with a permit application or, upon completion of the suitability review pursuant to LVMC 6.02, if the applicant is found unsuitable to hold such a permit.

(B) An art gallery permittee shall not serve wine, beer or cooler beverages for more than four hours in any one day, and shall not serve alcoholic beverages more than fifteen days per permit year.

(C) An art gallery permittee shall not, directly or indirectly, sell wine, beer or cooler beverages by the drink.

(D) An art gallery shall not charge an entrance fee, a cover charge or require any remuneration for entry into the art gallery, nor charge any other fee in connection with offering complimentary alcoholic beverages for consumption on the premises.

(E) An art gallery shall not permit more than two hundred fifty people or the maximum occupancy of their building premises, whichever is less, to be on the premises at one time when wine, beer or coolers are being served.

(F) At the conclusion of an event, all beer, wine and coolers must be removed from the premises.

Stacey Campbell

From: John Curran <John@dapperdevelopment.com>
Sent: Tuesday, July 28, 2020 11:09 AM
To: City Council Comments
Subject: Recommending Committee - August 3rd Agenda Item #4- Bill No. 2020-23 Support
Attachments: Bill No. 2020-23.pdf.pdf

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I'm writing to express my support for Bill No. 2020-23 to establish a complimentary alcoholic beverage permit for certain business types. We have multiple small business tenants who will benefit from such a permit. We just completed construction on an upscale barber shop in the Huntridge Retail Center downtown, for example, and our operator would like to offer his customers a beer as part of the barbershop experience. Currently the only way for him to do so legally is by getting a $7,500 beer/wine room license which also includes almost $1,000 in annual fees. This is cost prohibitive when you're giving the beer away, obviously. This will be an attractive permit for tailors, bridal shops, and professional organizations as well.

Thank you.

John Curran
Senior Vice President of Development

DAPPER
COMPANIES

RARE

985 White Dr. Suite #100
Las Vegas, NV 89119
Office: (702) 733–3622 ex 59
Fax: (702) 733–8653
Mobile: (702) 349-7002
john@dapperdevelopment.com

Submitted after final agenda by John Curran
Date 7/28/20 Item 4.

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
39

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Closed Session - Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the City Auditor's Annual Performance Review

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Open Meeting law permits the City Council to conduct closed sessions for - among other reasons - discussion and evaluation of the character and professional competence of a person. While all decisions and actual deliberation regarding compensation and employment must be made during the public agenda item which follows the closed session, these private meetings permit candid conversations which might not be appropriate for the a public meeting. Minutes of a closed session must be generated in the same fashion as the public portion of the agenda, but the minutes are confidential unless the person who is the subject of the closed session chooses to release them.

RECOMMENDATION:
A recommendation is not appropriate on this item.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
40

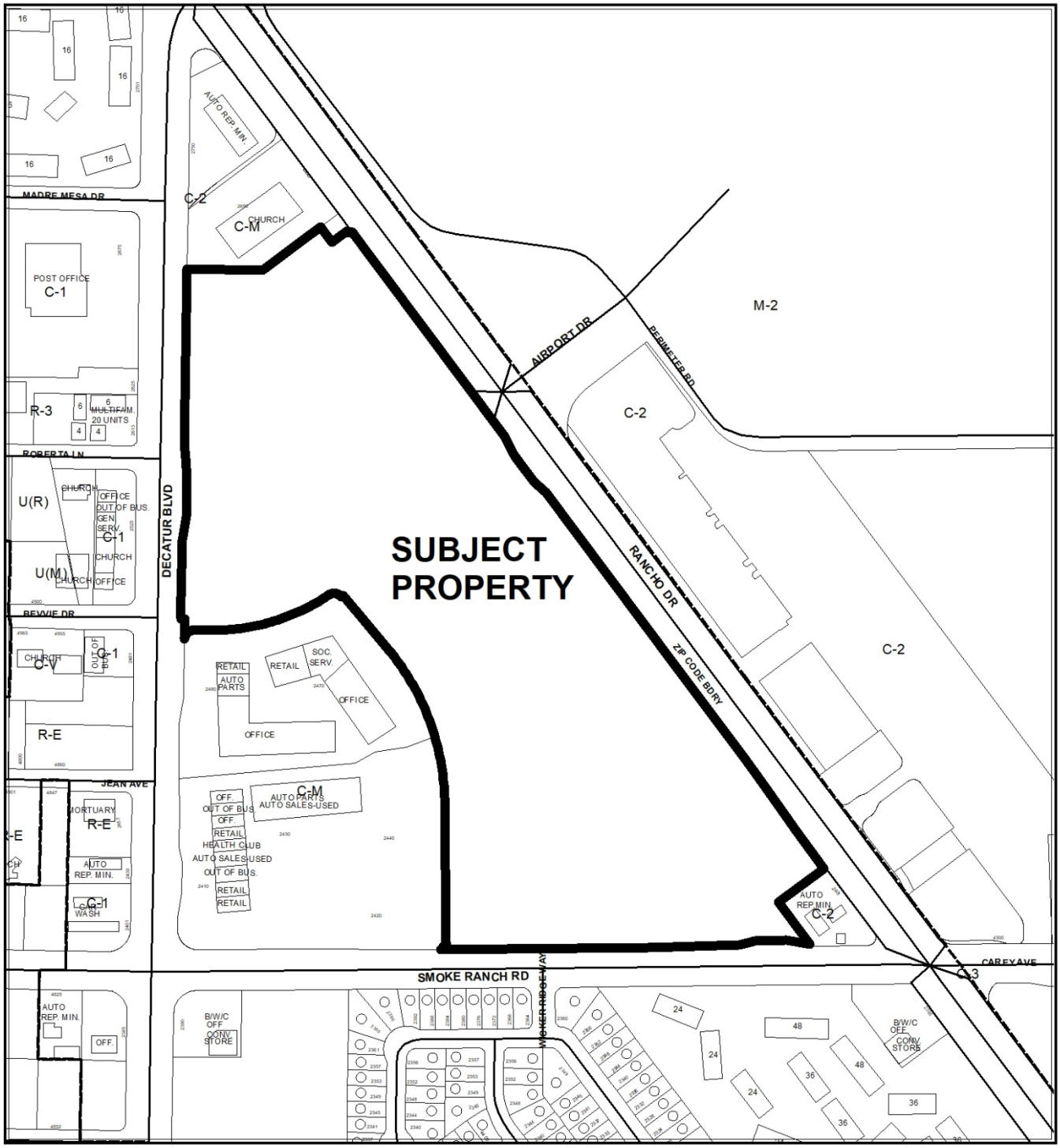
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-78774 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: RANCHO VILLAGE PARTNERS, LLC - For possible action on a request for the first Extension of Time of an approved Site Development Plan Review (SDR-73295) FOR A PROPOSED 738-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 33.47 acres on the west side of Rancho Drive, 230 feet north of Smoke Ranch Road (APN 139-18-410-012), R-3 (Medium Density Residential) Zone, Ward 5 (Crear) [PRJ-78773]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

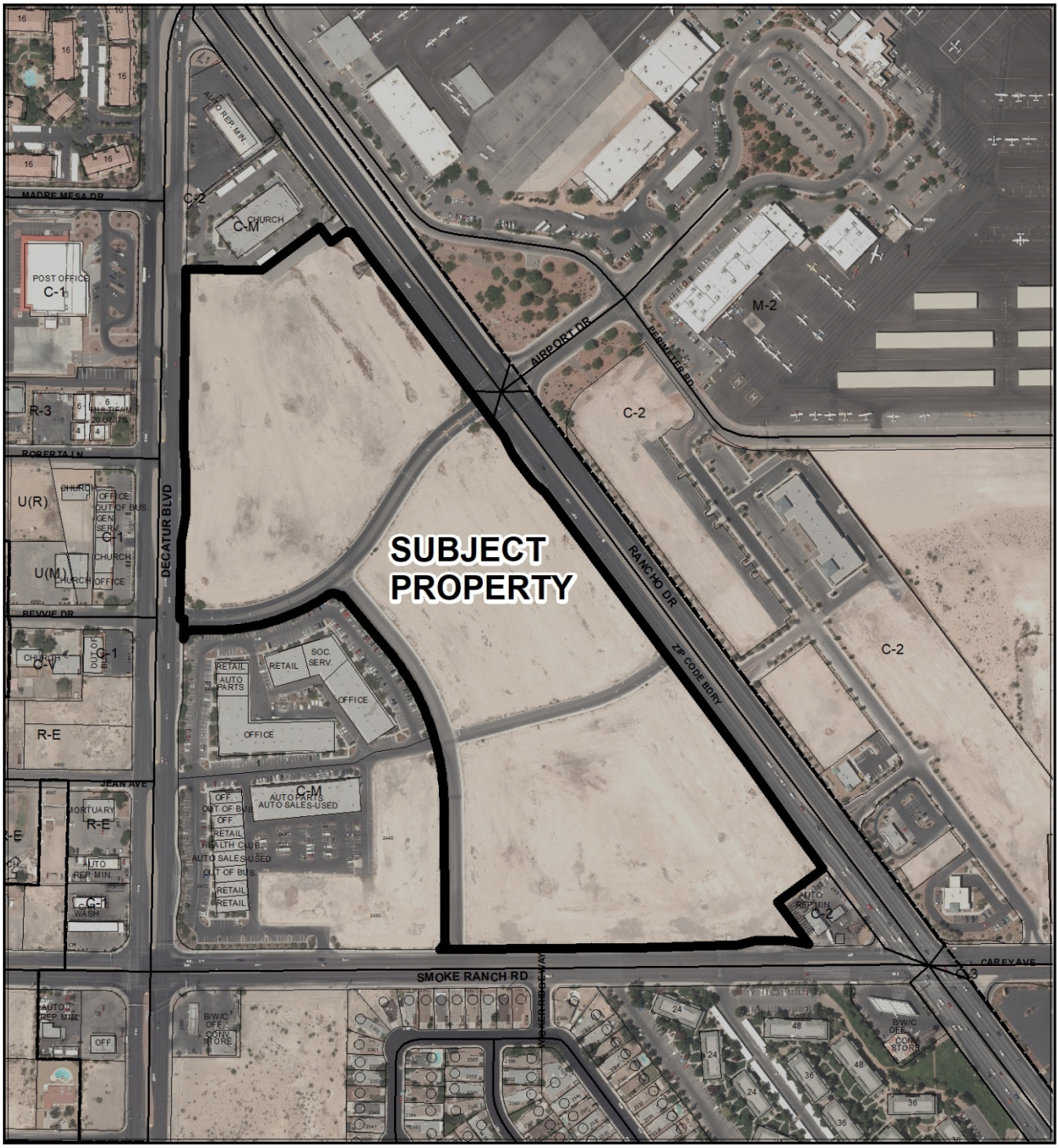
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SDR-73295 [PRJ-73073]
6. Justification Letter
7. Submitted after Final Agenda - Abeyance Request Letter Submitted by Elisabeth E. Olson



CASE: **EOT-78774 (PRJ-78773)**

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



CASE: **EOT-78774 (PRJ-78773)**

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 5, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RANCHO VILLAGE PARTNERS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-78774	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

SS

**** CONDITIONS ****

EOT-78774 CONDITIONS

Planning

1. This approval shall expire on August 15, 2022 unless another Extension of Time is approved.

2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-73295) and all other site related actions as required by the Department of Planning and 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

The applicant requests an Extension of Time for an approved Site Development Plan Review (SDR-73295) for a proposed 738-unit Multi-Family Residential development on the west side of Rancho Drive, 230 feet north of Smoke Ranch Road.

ISSUES

- This is the first request for an Extension of Time for the approved Site Development Plan Review.
- If denied, the Site Development Plan Review will be deemed expired as of August 15, 2020.

ANALYSIS

The City Council approved this for-rent multi-family residential development on August 15, 2018. The approval included a waiver for a narrowed perimeter landscape buffer along Smoke Ranch Road, which staff supported. The development was to occur in three phases: the first phase would take place on a 12.19-acre north portion; the second phase on a 12.11-acre south portion, and the final phase on a 9.18-acre middle portion of the subject site. Separate parcels do not currently exist for these phases, but they are roughly bound by the existing private streets within the currently configured commercial subdivision.

An additional condition was imposed by the City Council requiring a perimeter block wall prior to issuance of a certificate of occupancy for each phase of the development. At this time no permits have been issued for construction of the project. According to the applicant, additional time is needed to finalize agreements and the required studies for the development.

The zoning and land use designations of the adjacent properties have remained unchanged since the 2018 approval of these items. The subject site is located in an area of primarily commercial uses immediately adjacent, as well as single family and multi-family residential uses south of Smoke Ranch Road. The site is also situated directly across from the North Las Vegas Airport. There are also two remaining off-premise signs on the site from a 2001 entitlement that are nonconforming, as these uses are normally not permitted in residential zoning districts. A review of these signs is forthcoming, which may result in their removal.

There have been a number of code violations on the property within the past year, including for trash and debris, a homeless encampment and an abandoned vehicle. Staff conducted a site visit on June 4, 2020 and found piles of dirt and broken asphalt along with heavy equipment along the southern boundary near the existing tire shop. There are no permits for development activity on this site. Code Enforcement has been notified of possible violations of outdoor storage requirements.

FINDINGS (EOT-78774)

Conditions in the area have not changed that would affect the relationship between the approved multi-family residential development and the surrounding uses. Staff therefore recommends approval of the requested Extension of Time for an additional two years, subject to conditions. If the Extension of Time requests are denied, the original entitlements will be deemed expired as of August 15, 2020.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/07/04	The City Council approved a Required Review (RQR-4239) of an approved Special Use Permit (U-0059-01) for five (5) 40-foot tall, 14-foot by 48-foot Off-Premise Signs adjacent to the northeast corner of Rancho Drive and Decatur Boulevard. The Planning Commission and staff recommended approval.
12/02/04	The Planning Commission approved a Site Development Plan Review (SDR-5312) for a proposed 40,016 square-foot office complex of eight single-story buildings on 3.30 acres adjacent to the east side of Decatur Boulevard, approximately 875 feet north of Smoke Ranch Road. Staff recommended approval.
09/07/05	The City Council approved a Required Review (RQR-6794) of an approved Special Use Permit (U-0059-01) for two (2) 40-foot tall, 14-foot by 48-foot Off-Premise Signs adjacent to the northeast corner of Rancho Drive and Decatur Boulevard. The Planning Commission and staff recommended approval of the sign facing Rancho Drive but denial of the Decatur-facing sign.
03/01/06	The City Council approved a request for a General Plan Amendment (GPA-10799) from LI/R (Light Industry/Research) to M (Medium Density Residential) on 33.70 acres on the east side of Decatur Boulevard, approximately 900 feet north of Smoke Ranch Road. The Planning Commission recommended approval. Staff recommended denial.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
03/01/06	The City Council approved a request for a Rezoning (ZON-10803) from C-M (Commercial/Industrial) to R-PD16 (Residential Planned Development – 16 Units per Acre) on 33.70 acres on the east side of Decatur Boulevard, approximately 900 feet north of Smoke Ranch Road. The Planning Commission recommended approval. Staff recommended denial.
	The City Council approved a request for a Site Development Plan Review (SDR-10806) for a proposed 513-unit multi-family condominium development on 33.70 acres on the east side of Decatur Boulevard, approximately 900 feet north of Smoke Ranch Road. The Planning Commission recommended approval. Staff recommended denial. The approval expired 03/01/08.
12/20/06	The City Council approved a Required Review (RQR-17040) of an approved Special Use Permit (U-0059-01) for two (2) 40-foot tall, 14-foot by 48-foot Off-Premise Signs adjacent to the northeast corner of Rancho Drive and Decatur Boulevard. The Planning Commission and staff recommended approval.
06/06/07	The City Council approved a request for Rezoning (ZON-20512) from C-M (Commercial/Industrial) under Resolution of Intent to R-PD16 (Residential Planned Development – 16 Units per Acre) on 33.52 acres on the east side of Decatur Boulevard, approximately 900 feet north of Smoke Ranch Road. The Planning Commission and staff recommended approval. This action expunged the approval for ZON-10803.
	The City Council approved a request for a Site Development Plan Review (SDR-20523) for a proposed 535-unit multi-family residential condominium development on 33.52 acres on the east side of Decatur Boulevard, approximately 900 feet north of Smoke Ranch Road. The Planning Commission and staff recommended approval. This action expunged the approval for SDR-10806.
2/17/08	The City Council approved a request for a Rezoning (ZON-29661) from C-M (Commercial/Industrial) under Resolution of Intent to R-PD16 (Residential Planned Development – 16 Units per Acre) to R-PD19 (Residential Planned Development – 19 Units per Acre) on 33.47 acres generally located at the northwest corner of Rancho Drive and Smoke Ranch Road. The Planning Commission recommended approval. Staff recommended denial. The approval was amended from the original request of R-PD20.
	The City Council approved a request for a Site Development Plan Review (SDR-29658) for a proposed two- and three-story multi-family development consisting of 335 condominium and 304 apartment units on 33.47 acres generally located at the northwest corner of Rancho Drive and Smoke Ranch Road. The Planning Commission recommended approval. Staff recommended denial. The approval expired 12/17/10.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/04/09	The City Council approved a Required Review (RQR-31565) of an approved Special Use Permit (U-0059-01) for two (2) 40-foot tall, 14-foot by 48-foot Off-Premise Signs adjacent to the northeast corner of Smoke Ranch Road and Decatur Boulevard. The Planning Commission recommended approval. Staff recommended denial.
08/15/12	The City Council approved a Required Review (RQR-45110) of an approved Special Use Permit (U-0059-01) for two (2) existing 14-foot by 48-foot Off-Premise Signs at the northeast corner of Smoke Ranch Road and Decatur Boulevard. Staff recommended approval.
08/19/15	The City Council approved a Required Review (RQR-57896) of an approved Special Use Permit (U-0059-01) for two (2) existing 14-foot by 48-foot Off-Premise Signs at the northeast corner of Smoke Ranch Road and Decatur Boulevard. Staff recommended approval.
08/15/18	The City Council approved a request for a Rezoning (ZON-73294) from R-PD19 (Residential Planned Development - 19 Units per Acre) to R-3 (Medium Density Residential) on 33.47 acres on the west side of Rancho Drive, 230 feet north of Smoke Ranch Road. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-73295) for a proposed 738-unit Multi-Family residential development on 33.47 acres on the west side of Rancho Drive, 230 feet north of Smoke Ranch Road. The Planning Commission and staff recommended approval.
02/11/20	A Code Enforcement Case (CE20-00696) was opened regarding an abandoned vehicle on the property. The case was resolved 04/01/20.

Most Recent Change of Ownership	
10/09/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/17/01	A building permit (#01018416) was issued for an off-premise sign at 2581 North Rancho Drive. A final inspection was approved 12/10/01. This sign has been removed.
	A building permit (#01018417) was issued for an off-premise sign at 2531 North Rancho Drive. A final inspection was approved 12/10/01. This sign has been removed.
	A building permit (#01018418) was issued for an off-premise sign at 2681 North Rancho Drive. A final inspection was approved 12/10/01. This sign has been removed.

Related Building Permits/Business Licenses	
10/17/01	A building permit (#01018419) was issued for an off-premise sign at 2680 North Decatur Boulevard. A final inspection was approved 12/10/01.
	A building permit (#01018420) was issued for an off-premise sign at 2621 North Rancho Drive. A final inspection was approved 12/10/01.

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	
06/04/20	The site is undeveloped with the exception of private streets and entry monumentation. There are two off-premise signs at the north of the site, one facing Decatur Boulevard, the other facing Rancho Drive. The site contains patches of weeds and debris as well as piles of dirt and a heavy equipment truck along the southern boundary.

Details of Application Request	
Site Area	
Net Acres	33.47

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped (except private streets)	M (Medium Density Residential)	R-PD19 (Residential Planned Development – 19 Units per Acre)
North	Church/House of Worship	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
South	Auto Repair Garage, Minor	GC (General Commercial)	C-2 (General Commercial)
	Multi-Family Residential	M (Medium Density Residential)	

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
	Shopping Center	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
East	North Las Vegas Airport	North Las Vegas	C-2 (General Commercial)
			M-2 (General Industrial)
West	Shopping Center	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
	Post Office	SC (Service Commercial)	C-1 (Limited Commercial)
	Office, Other Than Listed		
	Church/House of Worship		
	Multi-Family Residential)	M (Medium Density Residential)	R-3 (Medium Density Residential)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (35 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant Title 19.06, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	1,457,953 SF	Y
Min. Setbacks • Front (Smoke Ranch Rd) • Side • Rear (Rancho Dr)	 10 Feet 5 Feet 20 Feet	 10 Feet 5 Feet 46 Feet	 Y Y Y
Min. Shade Structure Setbacks	May not encroach into landscape buffer	Do not encroach	Y
Min. Distance Between Buildings	10 Feet	10 Feet	Y
Max. Building Height*	5 Stories/55 Feet	3 Stories/35 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*Building height is subject to the 35-foot height requirement of the Airport Overlay District in this area of the city.

Project Details by Phase

Phase	*Units*	*Area*	*Net Density*
1	302	12.19	24.77 du/ac
2	276	12.11	22.79 du/ac
3	160	9.18	17.43 du/ac
All Phases	**738**	**33.48**	**22.04 du/ac**

Pursuant to Title 19.06 and 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees: • North • South • East • West	 N/A 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet	 N/A 34 Trees 93 Trees 35 Trees	 0 Trees 36 Trees 94 Trees 38 Trees	 N/A Y Y Y
TOTAL PERIMETER TREES		**162 Trees**	**168 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	186 Trees	177 Trees	By condition

SS

Pursuant to Title 19.06 and 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	N/A		N/A	N/A
• South	10 Feet		10 Feet	Y
• South*	15 Feet		10 Feet	N
• East	10 Feet		10 Feet	Y
• West	10 Feet		10 Feet	Y
Wall Height	N/A		Not Indicated	N/A

*The buffer adjacent to a single-family residential use or zoning district (approximately 390 linear feet of buffer along Smoke Ranch Road) is 15 feet. However, the building setback (10 feet) is more restrictive; therefore, buildings may still be placed a minimum of 10 feet from the property line. A Waiver is requested to allow a 10-foot buffer along the 390-foot portion of the south property line where 15 feet is required.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Rancho Drive	Expressway	Master Plan of Streets and Highways Map	125	N*
Smoke Ranch Road	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Decatur Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	120	Y

*Expressways are classified as minimum 150-foot roadways. Dedications of public right-of-way are not needed on the west side of Rancho Drive in this area.

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement (Overall Site)							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential (Studio/1 BR)	44/344	1.25 spaces per unit	485				
Multi-Family Residential (2 BR)	350	1.75 spaces per unit	613				
Guest spaces	738	1 space per 6 units	123				
TOTAL SPACES REQUIRED			1,221		1,423		Y
Regular and Handicap Spaces Required			1,221	0*	1,397	26	Y

*Title 19.06.110 requires one handicapped space for each dwelling unit that is designed for occupancy by the handicapped. However, it is noted that building codes may require additional spaces based on other standards regardless of the number of units so designed.

Parking Requirement (Phase 1 only – North Portion)							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential (Studio/1 BR)	28/128	1.25 spaces per unit	195				
Multi-Family Residential (2 BR)	146	1.75 spaces per unit	256				
Guest spaces	302	1 space per 6 units	51				
TOTAL SPACES REQUIRED			502		548		Y
Regular and Handicap Spaces Required			502	0	539	9	Y

*Title 19.06.110 requires one handicapped space for each dwelling unit that is designed for occupancy by the handicapped. However, it is noted that building codes may require additional spaces based on other standards regardless of the number of units so designed.

Parking Requirement (Phase 2 only South Portion)							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential (Studio/1 BR)	8/136	1.25 spaces per unit	180				
Multi-Family Residential (2 BR)	132	1.75 spaces per unit	231				
Guest spaces	276	1 space per 6 units	46				
TOTAL SPACES REQUIRED			457		555		Y
Regular and Handicap Spaces Required			457	0*	546	9	Y

*Title 19.06.110 requires one handicapped space for each dwelling unit that is designed for occupancy by the handicapped. However, it is noted that building codes may require additional spaces based on other standards regardless of the number of units so designed.

Parking Requirement (Phase 3 only – Middle Portion)							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential (Studio/1 BR)	8/80	1.25 spaces per unit	110				
Multi-Family Residential (2 BR)	72	1.75 spaces per unit	126				
Guest spaces	160	1 space per 6 units	27				
TOTAL SPACES REQUIRED			263		320		Y
Regular and Handicap Spaces Required			263	0*	312	8	Y

*Title 19.06.110 requires one handicapped space for each dwelling unit that is designed for occupancy by the handicapped. However, it is noted that building codes may require additional spaces based on other standards regardless of the number of units so designed.

Waivers		
Requirement	***Request***	***Staff Recommendation***
15-foot landscape buffer where adjacent to single family residential use or zoning	10-foot buffer along a 390-foot segment of Smoke Ranch Road	Approval

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 re: SDR-73295 and ZON-73294 (PRJ-73073)

Project Address (Location) Rancho / Smoke Ranch

Project Name Rancho Village **Proposed Use** Multi-Family Residential

Assessor's Parcel #(s) 139-18-410-012 **Ward #** 5 - Crear

General Plan: Existing _____ Proposed N/A **Zoning:** Existing R-3 Proposed N/A

Additional Information _____

Property Owner Rancho Village Partners, LLC Contact Richard Simis

Address 2820 Shelter Island Drive City San Diego State CA Zip 92106

E-mail richard@pbsconstructionservices.com Phone 858 518-7372

Applicant Rancho Village Partners, LLC Contact Richard Simis

Address 2820 Shelter Island Drive City San Diego State CA Zip 92106

E-mail richard@pbsconstructionservices.com Phone 858 518-7372

Representative Kaempfer Crowell Contact Bob Gronauer

Address 1980 Festival Plaza Dr. #650 City Las Vegas State NV Zip 89135

E-mail RJG@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Richard Simis

Subscribed and sworn before me

This 13th day of May, 20 20

_____

Notary Public in and for said County and State

PRJ-78773
05/20/20

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN DIEGO)

On 14 MAY 2020 before me, MARIA CAROLE CHRISTINA - NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared RICHARD SCOTT SIMIS,

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.

MARIA CAROLE CHRISTIAN
COMM. #2179710
Notary Public - California
San Diego County
My Comm. Expires Jan. 14, 2021

WITNESS my hand and official seal.

Signature _____ (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

PRJ-78773
05/20/20

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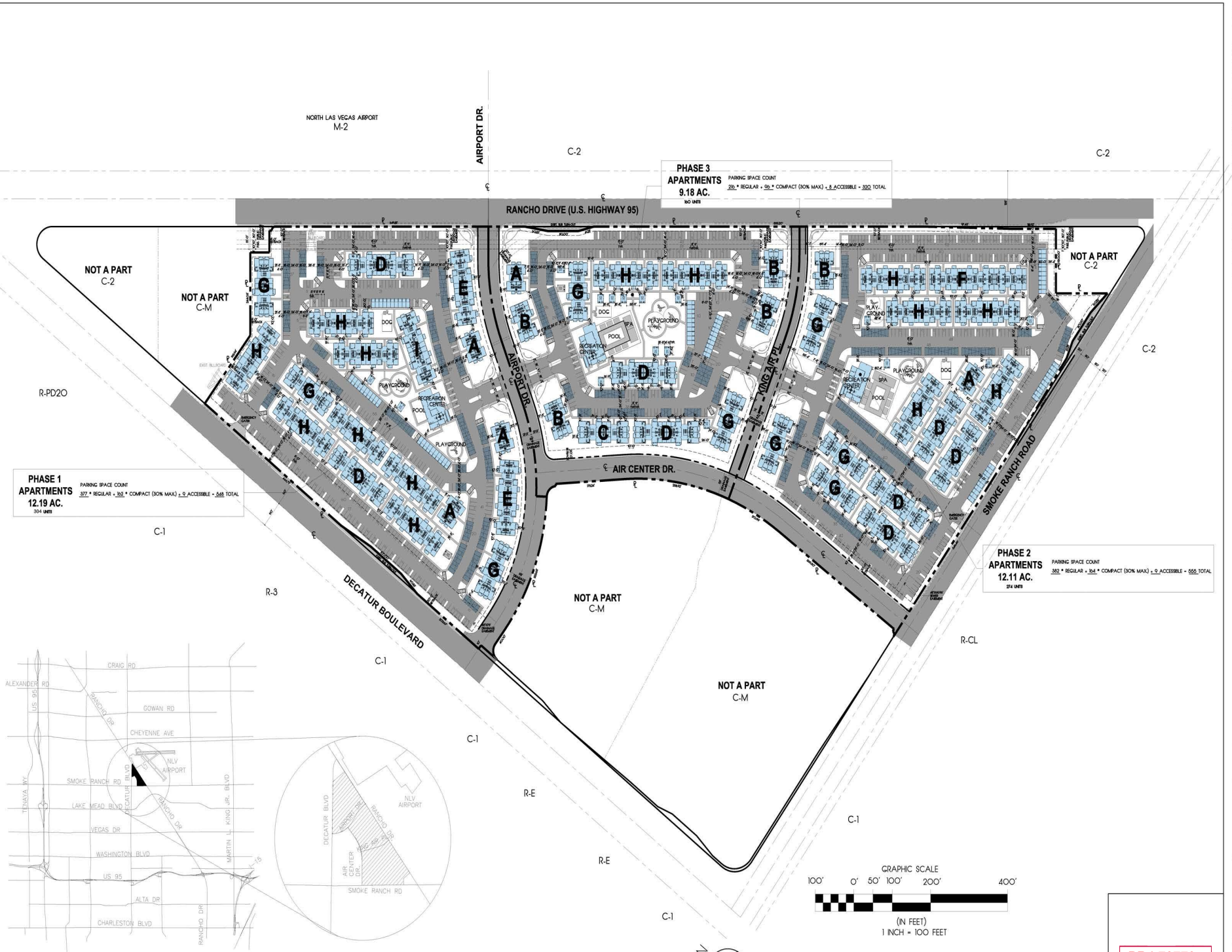

N

VICINITY MAP
N.T.S.

OVERALL SITE KEY PLAN

PRJ-78773
05/20/20

P.K.
THISTLE A.I.A.
ARCHITECTURE
PLANNING
1365 ATACAMA AVENUE
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PHONE (702) 438-1814

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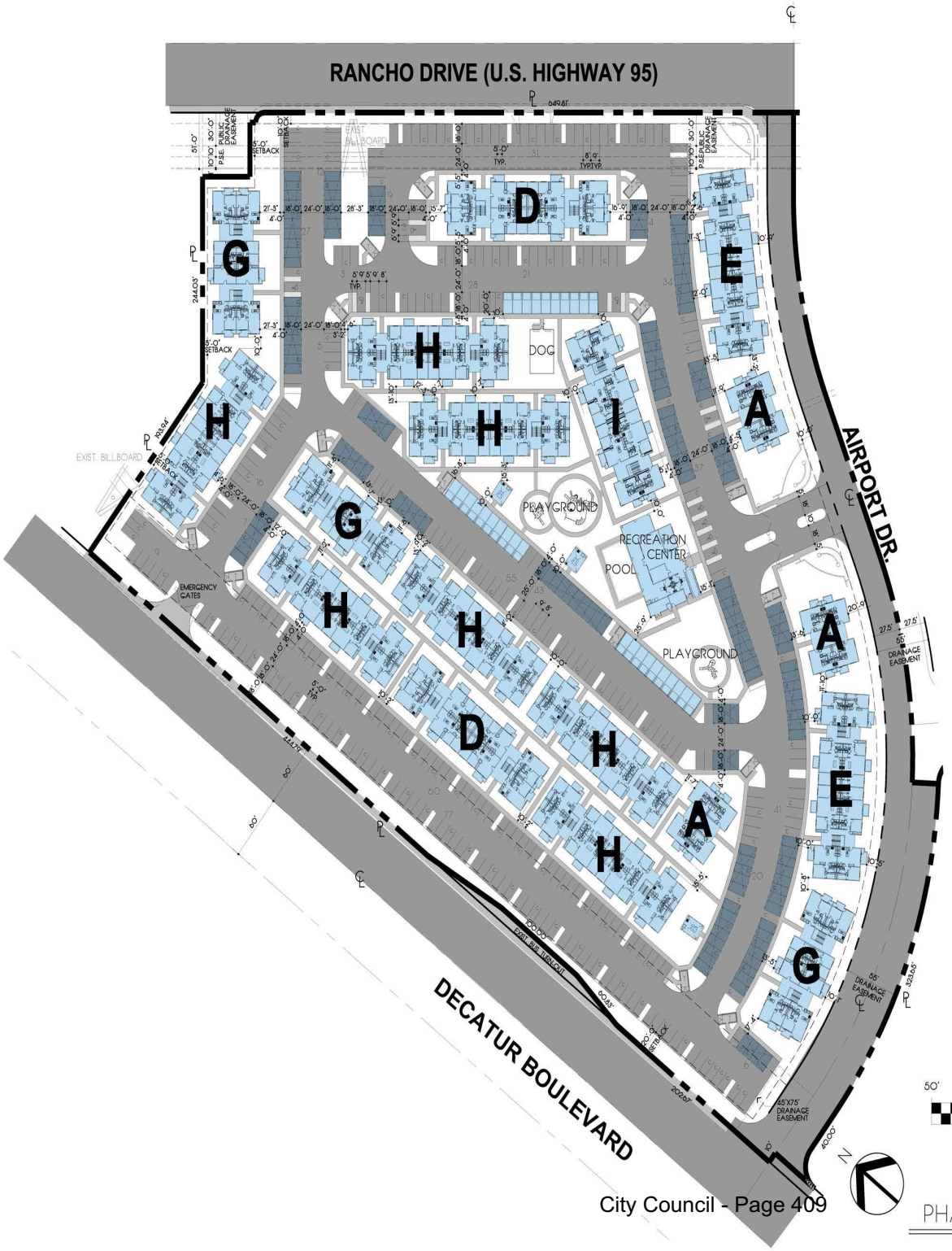
DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
OVERALL SITE KEY PLAN
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 100'
SP001
CHECKED BY: PKT



PHASE 1
APARTMENTS
12.19 AC.

TOTAL NUMBER OF UNITS = 304 UNITS
TOTAL UNITS PER ACRE = 22.47 U.P.A.

BUILDING TYPE			BUILDING TYPE QUANTITY		UNITS PER TOTAL BUILDING TYPE	
SYMBOL	# OF UNITS	UNIT DESCRIPTION				
A	8 UNITS	(8) STUDIO	A	= 2 BUILDINGS	16	STUDIO
B	8 UNITS	(4) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	B	= 0 BUILDINGS	0 0	1 BEDROOM SMALL 2 BEDROOM SMALL
C	12 UNITS	(8) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	C	= 0 BUILDINGS	0 0	1 BEDROOM SMALL 2 BEDROOM SMALL
D	16 UNITS	(8) 1 BEDROOM SMALL (8) 2 BEDROOM SMALL	D	= 2 BUILDINGS	16 16	1 BEDROOM SMALL 2 BEDROOM SMALL
E	16 UNITS	(8) 1 BEDROOM LARGE (8) 2 BEDROOM LARGE	E	= 2 BUILDINGS	16 16	1 BEDROOM LARGE 2 BEDROOM LARGE
F	24 UNITS	(12) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	F	= 0 BUILDINGS	0 0	1 BEDROOM LARGE 2 BEDROOM LARGE
G	18 UNITS	(12) 1 BEDROOM SMALL (6) 2 BEDROOM SMALL	G	= 3 BUILDINGS	36 18	1 BEDROOM SMALL 2 BEDROOM SMALL
H	20 UNITS	(8) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	H	= 7 BUILDINGS	56 84	1 BEDROOM LARGE 2 BEDROOM LARGE

UNIT PERCENTAGE BREAK DOWN

6%	STUDIO (16 UNITS)
19%	1 BEDROOM SMALL (52 UNITS)
12%	2 BEDROOM SMALL (34 UNITS)
26%	1 BEDROOM LARGE (72 UNITS)
37%	2 BEDROOM LARGE (100 UNITS)

PARKING TABULATION:

STUDIO UNITS = 16 X 1.25 = 20 SPACES
1 BEDROOM UNITS = 124 X 1.25 = 155 SPACES
2 BEDROOM UNITS = 134 X 1.75 = 235 SPACES

TOTAL UNIT PARKING SPACES REQUIRED = 410 SPACES

TOTAL GUEST PARKING SPACES REQUIRED = 274 UNITS / 6 = 69 SPACES

TOTAL PARKING SPACES REQUIRED = 479 SPACES

TOTAL PARKING SPACES PROVIDED = 548 SPACES
102 COMPACT SPACES PROVIDED (548 X 30%= 164 COMPACT SPACES ALLOWABLE)
TOTAL ACCESSIBLE PARKING SPACES PROVIDED = 9 SPACES

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

PHASE 1 PARTIAL SITE PLAN

PRJ-78773
05/20/20

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 1 PARTIAL SITE PLAN

A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
SP002
CHECKED BY: PKT



PHASE 2
APARTMENTS
12.11 AC.

TOTAL NUMBER OF UNITS =274 UNITS
TOTAL UNITS PER ACRE = 22.63 U.P.A.

BUILDING TYPE			BUILDING TYPE QUANTITY	UNITS PER TOTAL BUILDING TYPE	
SYMBOL	# OF UNITS	UNIT DESCRIPTION:			
A	8 UNITS	(8) STUDIO	A - 1 BUILDINGS	8	STUDIO
B	8 UNITS	(4) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	B - 1 BUILDINGS	4 4	1 BEDROOM SMALL 2 BEDROOM SMALL
C	12 UNITS	(8) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	C - 0 BUILDINGS	0 0	1 BEDROOM SMALL 2 BEDROOM SMALL
D	16 UNITS	(8) 1 BEDROOM SMALL (8) 2 BEDROOM SMALL	D - 4 BUILDINGS	32 32	1 BEDROOM SMALL 2 BEDROOM SMALL
E	16 UNITS	(8) 1 BEDROOM LARGE (8) 2 BEDROOM LARGE	E - 0 BUILDINGS	0 0	1 BEDROOM LARGE 2 BEDROOM LARGE
F	24 UNITS	(12) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	F - 1 BUILDINGS	12 12	1 BEDROOM LARGE 2 BEDROOM LARGE
G	18 UNITS	(12) 1 BEDROOM SMALL (6) 2 BEDROOM SMALL	G - 4 BUILDINGS	48 24	1 BEDROOM SMALL 2 BEDROOM SMALL
H	20 UNITS	(8) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	H - 7 BUILDINGS	56 84	1 BEDROOM LARGE 2 BEDROOM LARGE

UNIT PERCENTAGE BREAK DOWN

3%	STUDIO (8 UNITS)
31%	1 BEDROOM SMALL (84 UNITS)
22%	2 BEDROOM SMALL (60 UNITS)
25%	1 BEDROOM LARGE (68 UNITS)
35%	2 BEDROOM LARGE (96 UNITS)

PARKING TABULATION:

STUDIO UNITS = 8 X 1.25 = 10 SPACES
1 BEDROOM UNITS = 152 X 1.25 = 190 SPACES
2 BEDROOM UNITS = 156 X 1.75 = 273 SPACES

TOTAL UNIT PARKING SPACES REQUIRED = 473 SPACES
TOTAL GUEST PARKING SPACES REQUIRED = 274 UNITS / 6 = 46 SPACES
TOTAL PARKING SPACES REQUIRED = 519 SPACES
TOTAL PARKING SPACES PROVIDED = 555 SPACES
164 COMPACT SPACES PROVIDED (555 X 30%= 167 COMPACT SPACES ALLOWABLE)
TOTAL ACCESSIBLE PARKING SPACES PROVIDED = 9 SPACES

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

N

PHASE 2 PARTIAL SITE PLAN

PRJ-78773
05/20/20

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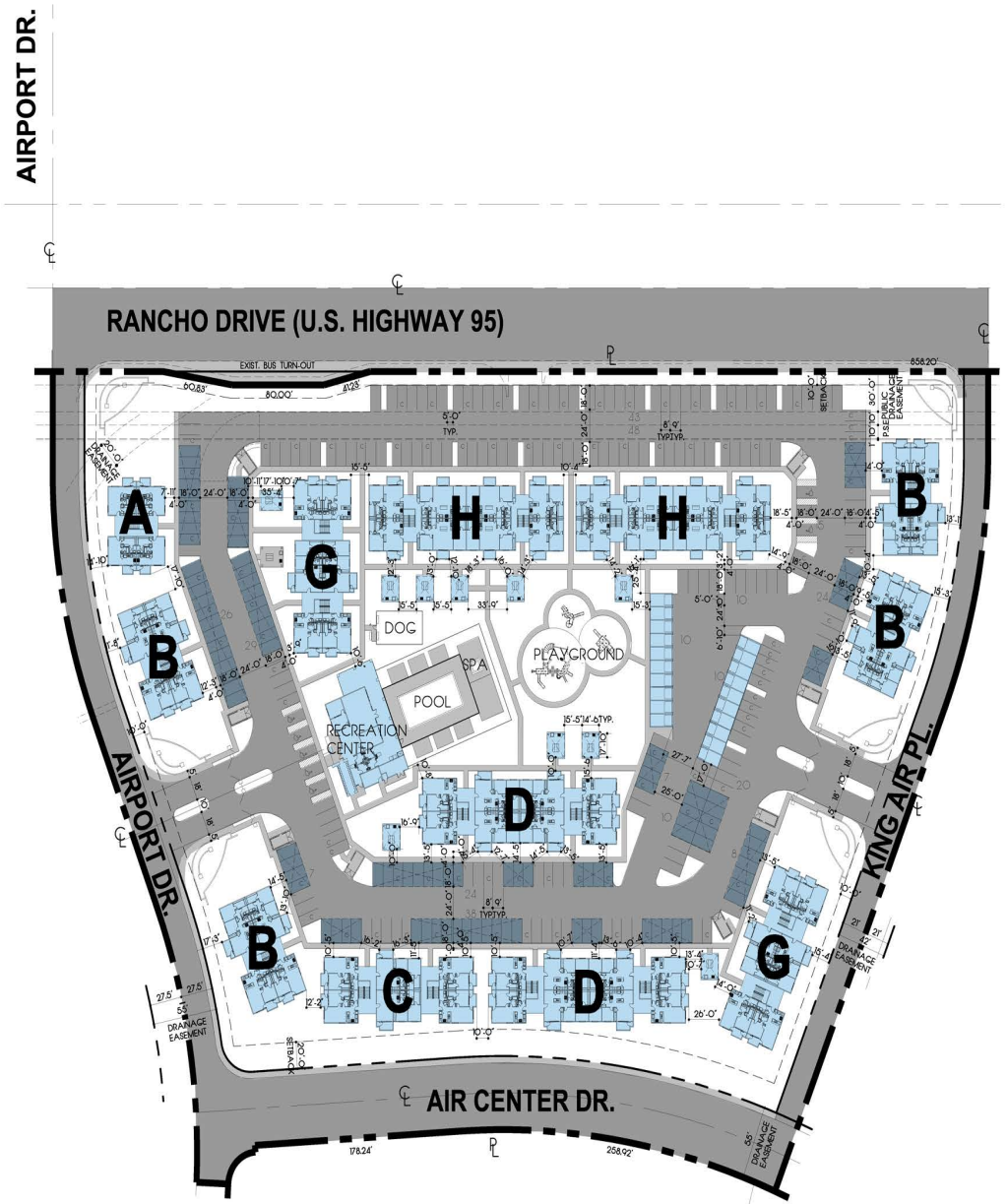
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 2 PARTIAL SITE PLAN
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
SP003
CHECKED BY: PKT



PHASE 3
APARTMENTS
9.18 AC.

TOTAL NUMBER OF UNITS = 160 UNITS
TOTAL UNITS PER ACRE = 17.43 U.P.A.

BUILDING TYPE			BUILDING TYPE QUANTITY		UNITS PER TOTAL BUILDING TYPE	
SYMBOL	# OF UNITS	UNIT DESCRIPTION				
A	8 UNITS	(8) STUDIO	A	= 1 BUILDING	8	STUDIO
B	8 UNITS	(4) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	B	= 4 BUILDINGS	16 16	1 BEDROOM SMALL 2 BEDROOM SMALL
C	12 UNITS	(8) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	C	= 1 BUILDINGS	8 4	1 BEDROOM SMALL 2 BEDROOM SMALL
D	16 UNITS	(8) 1 BEDROOM SMALL (8) 2 BEDROOM SMALL	D	= 2 BUILDINGS	16 16	1 BEDROOM SMALL 2 BEDROOM SMALL
E	16 UNITS	(8) 1 BEDROOM LARGE (8) 2 BEDROOM LARGE	E	= 0 BUILDINGS	0 0	1 BEDROOM LARGE 2 BEDROOM LARGE
F	24 UNITS	(12) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	F	= 0 BUILDINGS	0 0	1 BEDROOM LARGE 2 BEDROOM LARGE
G	18 UNITS	(12) 1 BEDROOM SMALL (6) 2 BEDROOM SMALL	G	= 2 BUILDINGS	24 12	1 BEDROOM SMALL 2 BEDROOM SMALL
H	20 UNITS	(8) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	H	= 2 BUILDINGS	16 24	1 BEDROOM LARGE 2 BEDROOM LARGE

UNIT PERCENTAGE BREAK DOWN

5% STUDIO (8 UNITS)

40% 1 BEDROOM SMALL (64 UNITS)
30% 2 BEDROOM SMALL (48 UNITS)

10% 1 BEDROOM LARGE (16 UNITS)
15% 2 BEDROOM LARGE (24 UNITS)

TABULATION

STUDIO UNITS = 8 X 1.25 = 10 SPACES
1 BEDROOM UNITS = 80 X 1.25 = 100 SPACES
2 BEDROOM UNITS = 72 X 1.75 = 126 SPACES

TOTAL UNIT PARKING SPACES REQUIRED = 236 SPACES

TOTAL GUEST PARKING SPACES REQUIRED = 160 UNITS / 6 = 27 SPACES

TOTAL PARKING SPACES REQUIRED = 263 SPACES

TOTAL PARKING SPACES PROVIDED = 320 SPACES

96 COMPACT SPACES PROVIDED (320 X 30%= 96 COMPACT SPACES ALLOWABLE)

TOTAL ACCESSIBLE PARKING SPACES PROVIDED = 8 SPACES

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

PHASE 3 PARTIAL SITE PLAN

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 3 PARTIAL SITE PLAN

A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
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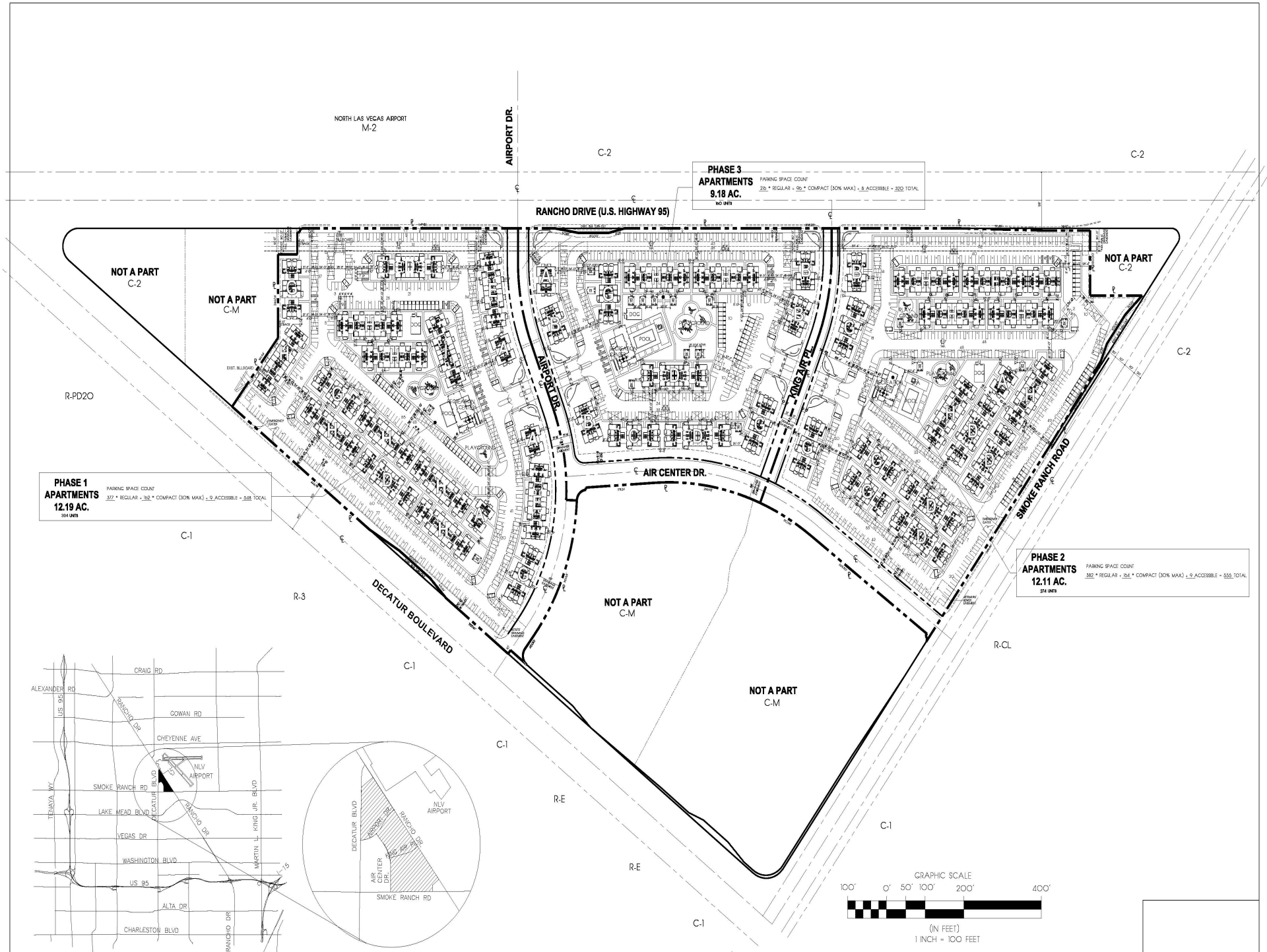

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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
OVERALL SITE KEY PLAN

A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 100'
SP005
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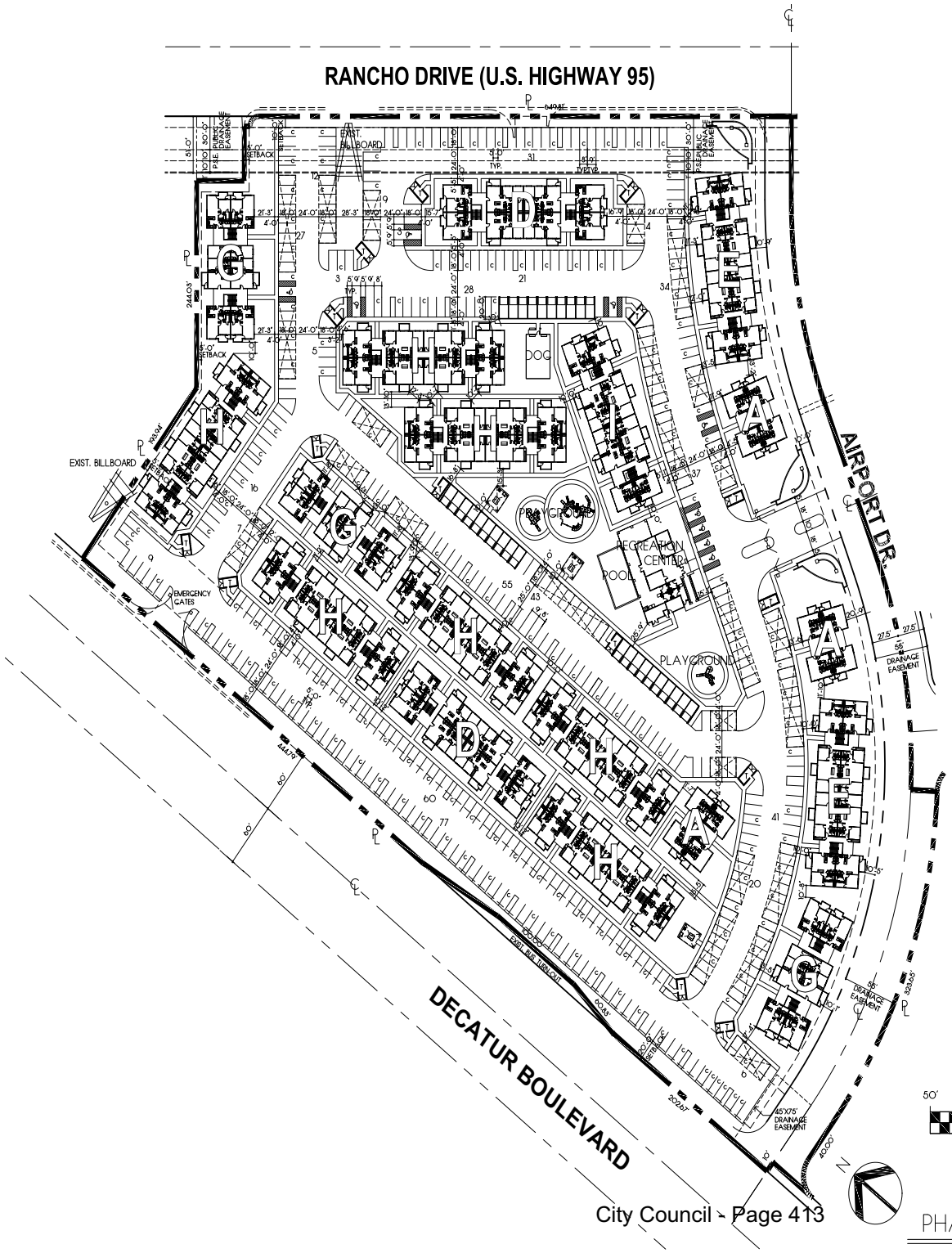

PHASE 1
APARTMENTS
12.19 AC.

TOTAL NUMBER OF UNITS -274 UNITS
TOTAL UNITS PER ACRE - 22.47 U.P.A.

BUILDING TYPE			BUILDING TYPE QUANTITY		UNITS PER TOTAL BUILDING TYPE	
SYMBOL	# OF UNITS	UNIT DESCRIPTION				
A	8 UNITS	(8) STUDIO	A - 2 BUILDINGS		16	STUDIO
B	8 UNITS	(4) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	B - 0 BUILDINGS		0 0	1 BEDROOM SMALL 2 BEDROOM SMALL
C	12 UNITS	(8) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	C - 0 BUILDINGS		0 0	1 BEDROOM SMALL 2 BEDROOM SMALL
D	16 UNITS	(8) 1 BEDROOM SMALL (8) 2 BEDROOM SMALL	D - 2 BUILDINGS		16 16	1 BEDROOM SMALL 2 BEDROOM SMALL
E	16 UNITS	(8) 1 BEDROOM LARGE (8) 2 BEDROOM LARGE	E - 2 BUILDINGS		16 16	1 BEDROOM LARGE 2 BEDROOM LARGE
F	24 UNITS	(12) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	F - 0 BUILDINGS		0 0	1 BEDROOM LARGE 2 BEDROOM LARGE
G	18 UNITS	(12) 1 BEDROOM SMALL (6) 2 BEDROOM SMALL	G - 3 BUILDINGS		36 18	1 BEDROOM SMALL 2 BEDROOM SMALL
H	20 UNITS	(8) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	H - 7 BUILDINGS		56 84	1 BEDROOM LARGE 2 BEDROOM LARGE

UNIT PERCENTAGE BREAK DOWN

6% STUDIO (16 UNITS)

19% 1 BEDROOM SMALL (52 UNITS)
12% 2 BEDROOM SMALL (34 UNITS)

26% 1 BEDROOM LARGE (72 UNITS)
37% 2 BEDROOM LARGE (100 UNITS)

PARKING TABULATION

STUDIO UNITS = 16 X 1.25 = 20 SPACES
1 BEDROOM UNITS = 124 X 1.25 = 155 SPACES
2 BEDROOM UNITS = 134 X 1.75 = 235 SPACES

TOTAL UNIT PARKING SPACES REQUIRED = 410 SPACES

TOTAL GUEST PARKING SPACES REQUIRED = 274 UNITS / 0 = 69 SPACES

TOTAL PARKING SPACES REQUIRED = 479 SPACES

TOTAL PARKING SPACES PROVIDED = 568 SPACES
162 COMPACT SPACES PROVIDED (568 X 30%= 164 COMPACT SPACES ALLOWABLE)
TOTAL ACCESSIBLE PARKING SPACES PROVIDED = 9 SPACES

PHASE 1 PARTIAL SITE PLAN

P.K.
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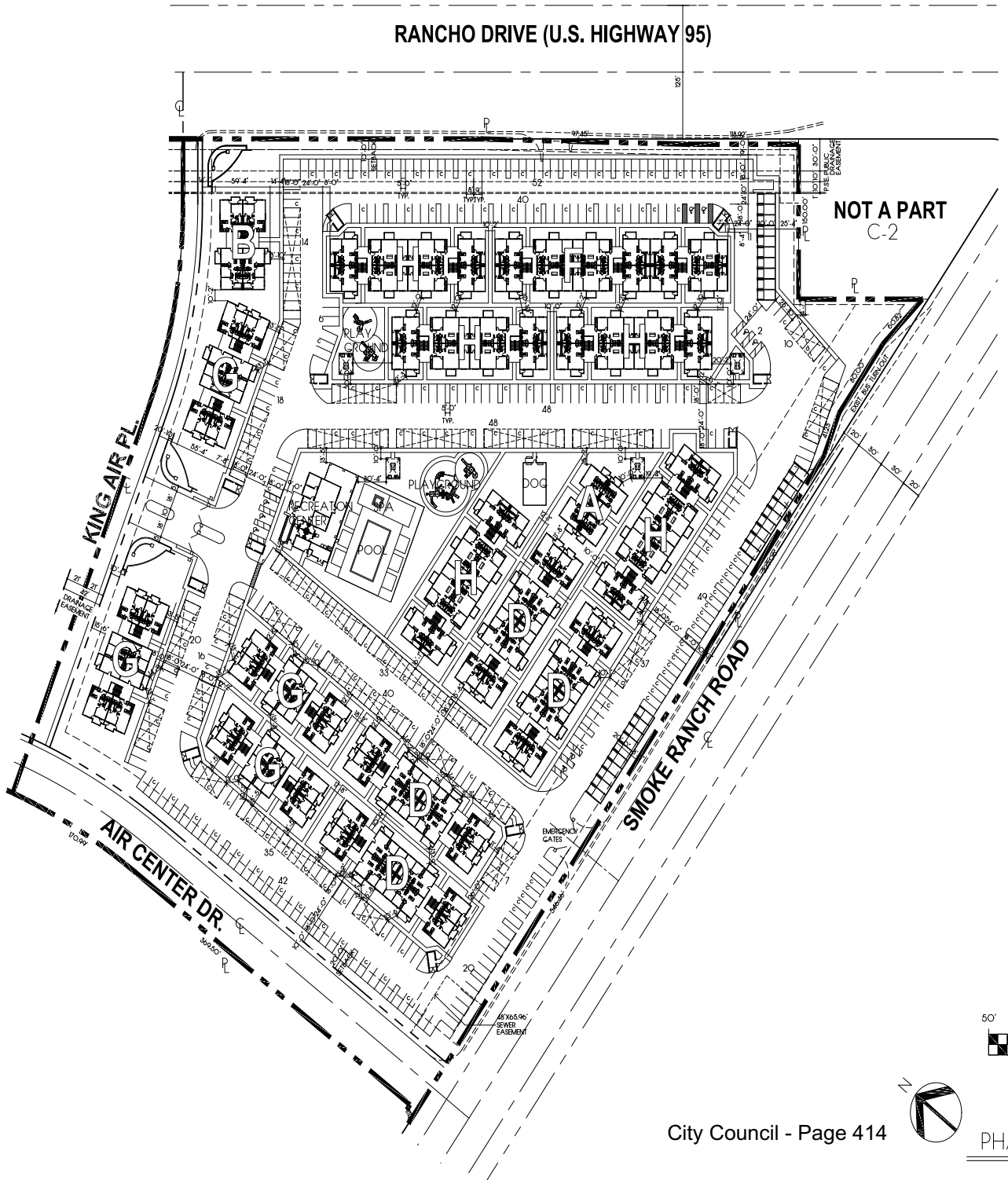
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 1 PARTIAL SITE PLAN

A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
SP006
CHECKED BY: PKT



PHASE 2
APARTMENTS
12.11 AC.

TOTAL NUMBER OF UNITS -274 UNITS
TOTAL UNITS PER ACRE - 22.63 U.P.A.

BUILDING TYPE			BUILDING TYPE QUANTITY		UNITS PER TOTAL BUILDING TYPE	
SYMBOL	# OF UNITS	UNIT DESCRIPTION				
A	8 UNITS	(8) STUDIO	A	- 1 BUILDINGS	8	STUDIO
B	8 UNITS	(4) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	B	- 1 BUILDINGS	4 4	1 BEDROOM SMALL 2 BEDROOM SMALL
C	12 UNITS	(6) 1 BEDROOM SMALL (6) 2 BEDROOM SMALL	C	- 0 BUILDINGS	0 0	1 BEDROOM SMALL 2 BEDROOM SMALL
D	16 UNITS	(8) 1 BEDROOM SMALL (8) 2 BEDROOM SMALL	D	- 4 BUILDINGS	32 32	1 BEDROOM SMALL 2 BEDROOM SMALL
E	16 UNITS	(8) 1 BEDROOM LARGE (8) 2 BEDROOM LARGE	E	- 0 BUILDINGS	0 0	1 BEDROOM LARGE 2 BEDROOM LARGE
F	24 UNITS	(12) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	F	- 1 BUILDINGS	12 12	1 BEDROOM LARGE 2 BEDROOM LARGE
G	18 UNITS	(12) 1 BEDROOM SMALL (6) 2 BEDROOM SMALL	G	- 4 BUILDINGS	48 24	1 BEDROOM SMALL 2 BEDROOM SMALL
H	20 UNITS	(8) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	H	- 7 BUILDINGS	56 84	1 BEDROOM LARGE 2 BEDROOM LARGE

UNIT PERCENTAGE BREAK DOWN

3% STUDIO (8 UNITS)

31% 1 BEDROOM SMALL (84 UNITS)
22% 2 BEDROOM SMALL (60 UNITS)

25% 1 BEDROOM LARGE (68 UNITS)
35% 2 BEDROOM LARGE (96 UNITS)

PARKING TABULATION

STUDIO UNITS = 8 X 1.25 = 10 SPACES
1 BEDROOM UNITS = 152 X 1.25 = 190 SPACES
2 BEDROOM UNITS = 156 X 1.75 = 273 SPACES

TOTAL UNIT PARKING SPACES REQUIRED = 473 SPACES

TOTAL GUEST PARKING SPACES REQUIRED = 274 UNITS / 6 = 46 SPACES

TOTAL PARKING SPACES REQUIRED = 519 SPACES

TOTAL PARKING SPACES PROVIDED = 555 SPACES
194 COMPACT SPACES PROVIDED (555 X 35%= 167 COMPACT SPACES ALLOWABLE)
TOTAL ACCESSIBLE PARKING SPACES PROVIDED = 9 SPACES

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

PHASE 2 PARTIAL SITE PLAN

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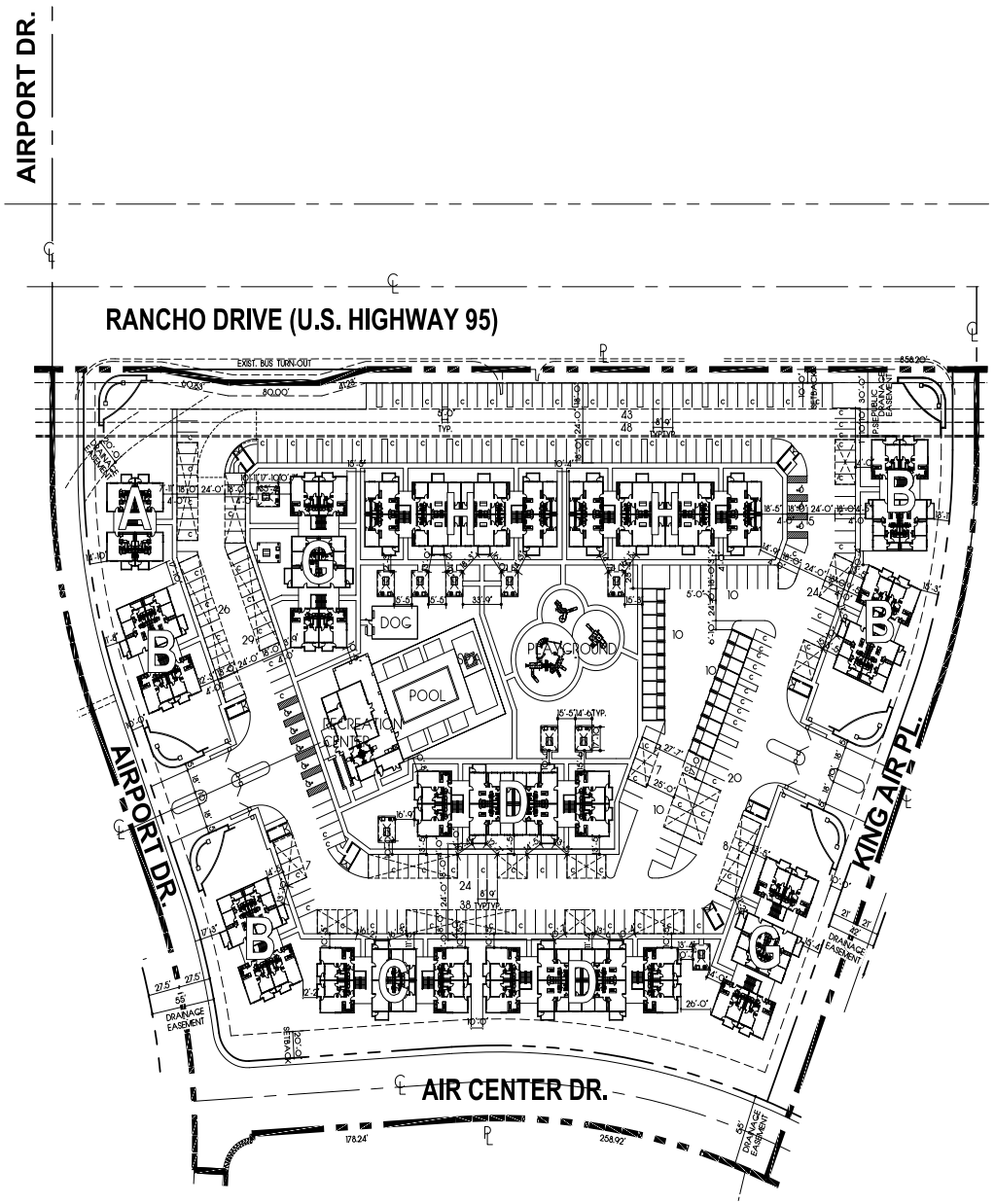
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 2 PARTIAL SITE PLAN

A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
SP007
CHECKED BY: PKT



PHASE 3
APARTMENTS
9.18 AC.

TOTAL NUMBER OF UNITS = 160 UNITS
TOTAL UNITS PER ACRE = 17.43 U.P.A.

BUILDING TYPE			BUILDING TYPE QUANTITY		UNITS PER TOTAL BUILDING TYPE	
SYMBOL	# OF UNITS	UNIT DESCRIPTION				
A	8 UNITS	(8) STUDIO	A	= 1 BULDING	8	STUDIO
B	8 UNITS	(4) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	B	= 4 BULDINGS	16 16	1 BEDROOM SMALL 2 BEDROOM SMALL
C	12 UNITS	(8) 1 BEDROOM SMALL (4) 2 BEDROOM SMALL	C	= 1 BULDINGS	8 4	1 BEDROOM SMALL 2 BEDROOM SMALL
D	16 UNITS	(8) 1 BEDROOM SMALL (8) 2 BEDROOM SMALL	D	= 2 BULDINGS	16 16	1 BEDROOM SMALL 2 BEDROOM SMALL
E	16 UNITS	(8) 1 BEDROOM LARGE (8) 2 BEDROOM LARGE	E	= 0 BULDINGS	0 0	1 BEDROOM LARGE 2 BEDROOM LARGE
F	24 UNITS	(12) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	F	= 0 BULDINGS	0 0	1 BEDROOM LARGE 2 BEDROOM LARGE
G	18 UNITS	(12) 1 BEDROOM SMALL (6) 2 BEDROOM SMALL	G	= 2 BULDINGS	24 12	1 BEDROOM SMALL 2 BEDROOM SMALL
H	20 UNITS	(8) 1 BEDROOM LARGE (12) 2 BEDROOM LARGE	H	= 2 BULDINGS	16 24	1 BEDROOM LARGE 2 BEDROOM LARGE

UNIT PERCENTAGE BREAK DOWN

5%	STUDIO (8 UNITS)
40%	1 BEDROOM SMALL (64 UNITS)
30%	2 BEDROOM SMALL (48 UNITS)
10%	1 BEDROOM LARGE (16 UNITS)
15%	2 BEDROOM LARGE (24 UNITS)

TABULATION

STUDIO UNITS = 8 X 1.25 = 10 SPACES
1 BEDROOM UNITS = 80 X 1.25 = 100 SPACES
2 BEDROOM UNITS = 72 X 1.75 = 126 SPACES

TOTAL UNIT PARKING SPACES REQUIRED = 236 SPACES

TOTAL GUEST PARKING SPACES REQUIRED = 160 UNITS / 6 = 27 SPACES

TOTAL PARKING SPACES REQUIRED = 263 SPACES

TOTAL PARKING SPACES PROVIDED = 320 SPACES

96 COMPACT SPACES PROVIDED (320 X 30%= 96 COMPACT SPACES ALLOWABLE)

TOTAL ACCESSIBLE PARKING SPACES PROVIDED = 8 SPACES

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

PHASE 3 PARTIAL SITE PLAN

P.K.
THISTLE A.I.A.
ARCHITECTURE
PLANNING
7385 ATACAMA AVENUE
LAS VEGAS, NEVADA 89178
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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 3 PARTIAL SITE PLAN

A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
SP008
CHECKED BY: PKT



LANDSCAPE / PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	FRAXINUS VELTINA MODESTO	MODESTO ASH TREE	24" BOX
	SOPHORA SIECUNDIFLORA.	TEXAS MOUNTAIN LAUREL	24" BOX
SHRUBS			
	LEUCOPHYLLUM	TEXAS RANGER	5 GALLON
	DASYLIRION WHEELERI	DESERT SPOON	5 GALLON
	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	5 GALLON
GROUND COVER			
	DECOMPOSED GRANITE 1/4" MINUS IN SIZE GOLD		

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

PHASE 1 PARTIAL LANDSCAPE PLAN

PRJ-78773
05/20/20

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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 1 PARTIAL SITE PLAN
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
CHECKED BY: PKT

LP001



LANDSCAPE / PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	FRAXINUS VELTINA MODESTO	MODESTO ASH TREE	24" BOX
	SOPHORA SIECUNDIFLORA.	TEXAS MOUNTAIN LAUREL	24" BOX
SHRUBS			
	LEUCOPHYLLUM	TEXAS RANGER	5 GALLON
	DASYLIRION WHEELERI	DESERT SPOON	5 GALLON
	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	5 GALLON
GROUND COVER			
	DECOMPOSED GRANITE 1/4" MINUS IN SIZE GOLD		

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

N

PHASE 2 PARTIAL LANDSCAPE PLAN

PRJ-78773
05/20/20

P.K.
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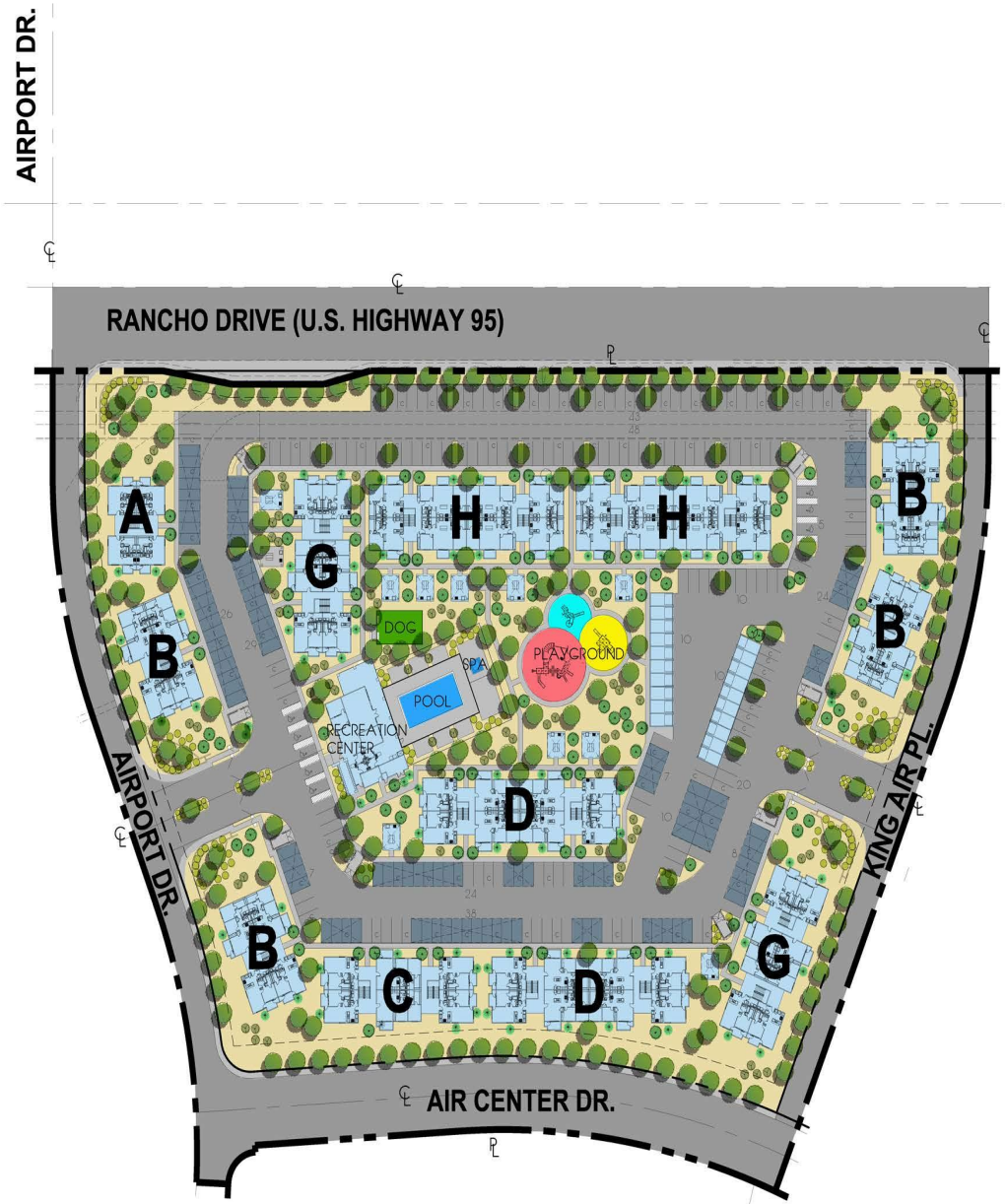
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 2 PARTIAL SITE PLAN
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/21/18
SCALE: 1" = 50'
LP002
CHECKED BY: PKT



LANDSCAPE / PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	FRAXINUS VELTINA MODESTO	MODESTO ASH TREE	24" BOX
	SOPHORA SIECUNDIFLORA.	TEXAS MOUNTAIN LAUREL	24" BOX
SHRUBS			
	LEUCOPHYLLUM	TEXAS RANGER	5 GALLON
	DASYLIRION WHEELERI	DESERT SPOON	5 GALLON
	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	5 GALLON
GROUND COVER			
	DECOMPOSED GRANITE 1/4" MINUS IN SIZE GOLD		

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

N

PHASE 3 PARTIAL LANDSCAPE PLAN

PRJ-78773
05/20/20

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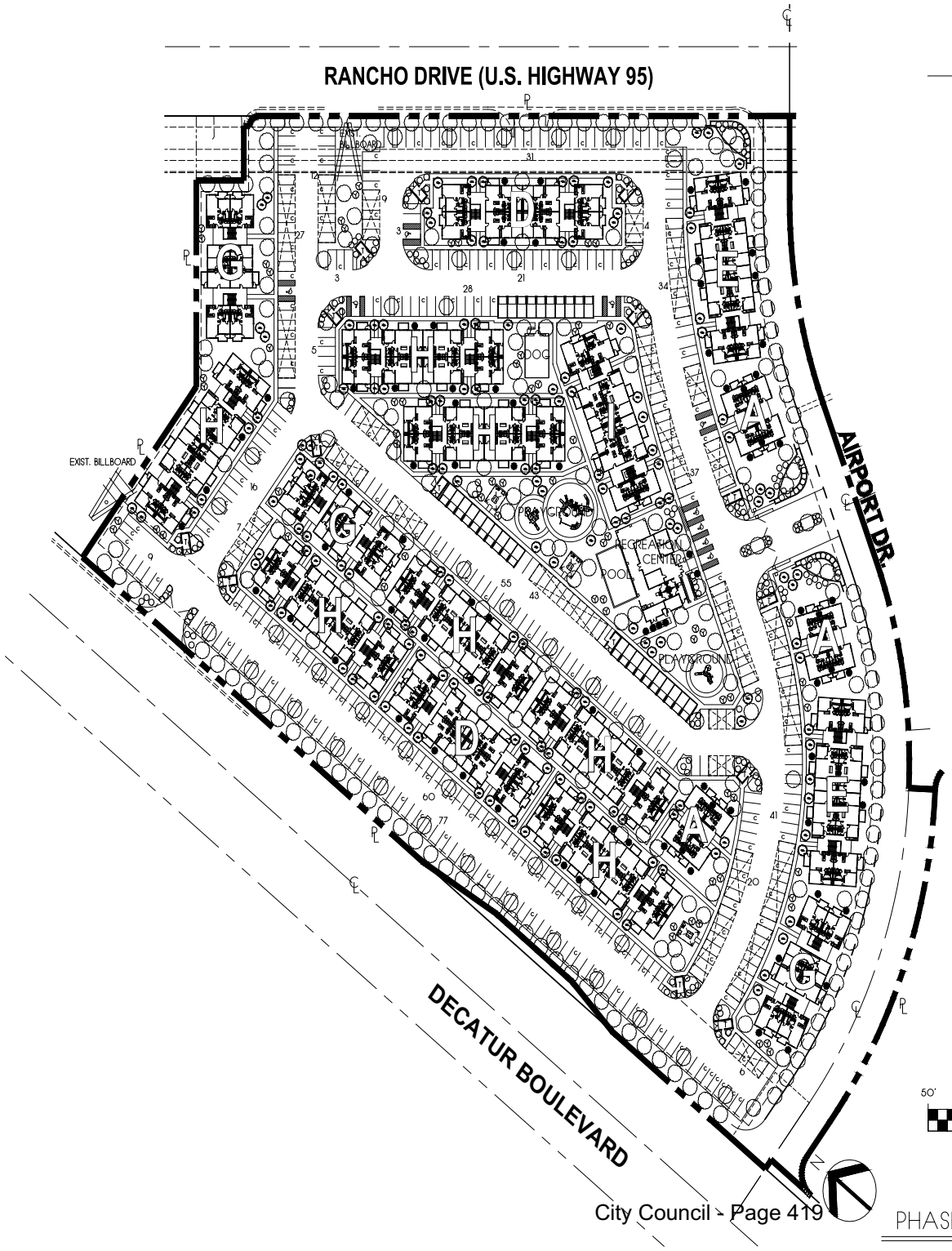
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 3 PARTIAL SITE PLAN
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
LP003
CHECKED BY: PKT



LANDSCAPE / PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
◯	FRAXINUS VELTINA MODESTO	MODESTO ASH TREE	24" BOX
⊙	SOPHORA SECUNDIFLORA.	TEXAS MOUNTAIN LAUREL	24" BOX
SHRUBS			
O	LEUCOPHYLLUM	TEXAS RANGER	5 GALLON
●	DASYLIRION WHEELERI	DESERT SPOON	5 GALLON
Ø	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	5 GALLON
GROUND COVER			
	DECOMPOSED GRANITE 1/4" MINUS IN SIZE GOLD		

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

PHASE 1 PARTIAL LANDSCAPE PLAN

PRJ-78773
05/20/20

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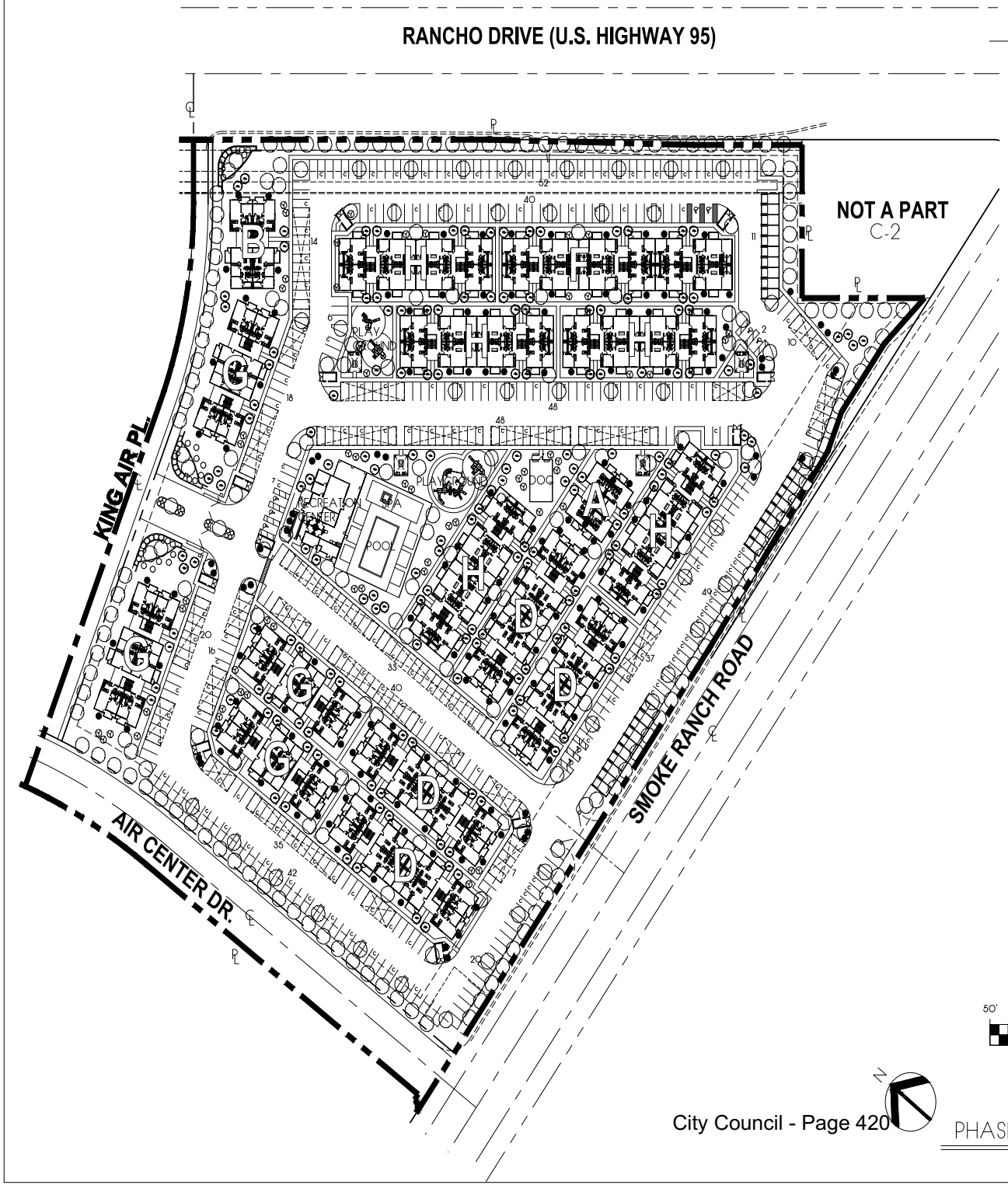
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 1 PARTIAL SITE PLAN
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
CHECKED BY: PKT

LP004



LANDSCAPE / PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
○	FRAXINUS VELTINA MODESTO	MODESTO ASH TREE	24" BOX
⊙	SOPHORA SECUNDIFLORA.	TEXAS MOUNTAIN LAUREL	24" BOX
SHRUBS			
○	LEUCOPHYLLUM	TEXAS RANGER	5 GALLON
●	DASYLIRION WHEELERI	DESERT SPOON	5 GALLON
⊗	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	5 GALLON
GROUND COVER			
	DECOMPOSED GRANITE 1/4" MINUS IN SIZE GOLD		

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

PHASE 2 PARTIAL LANDSCAPE PLAN

PRJ-78773
05/20/20

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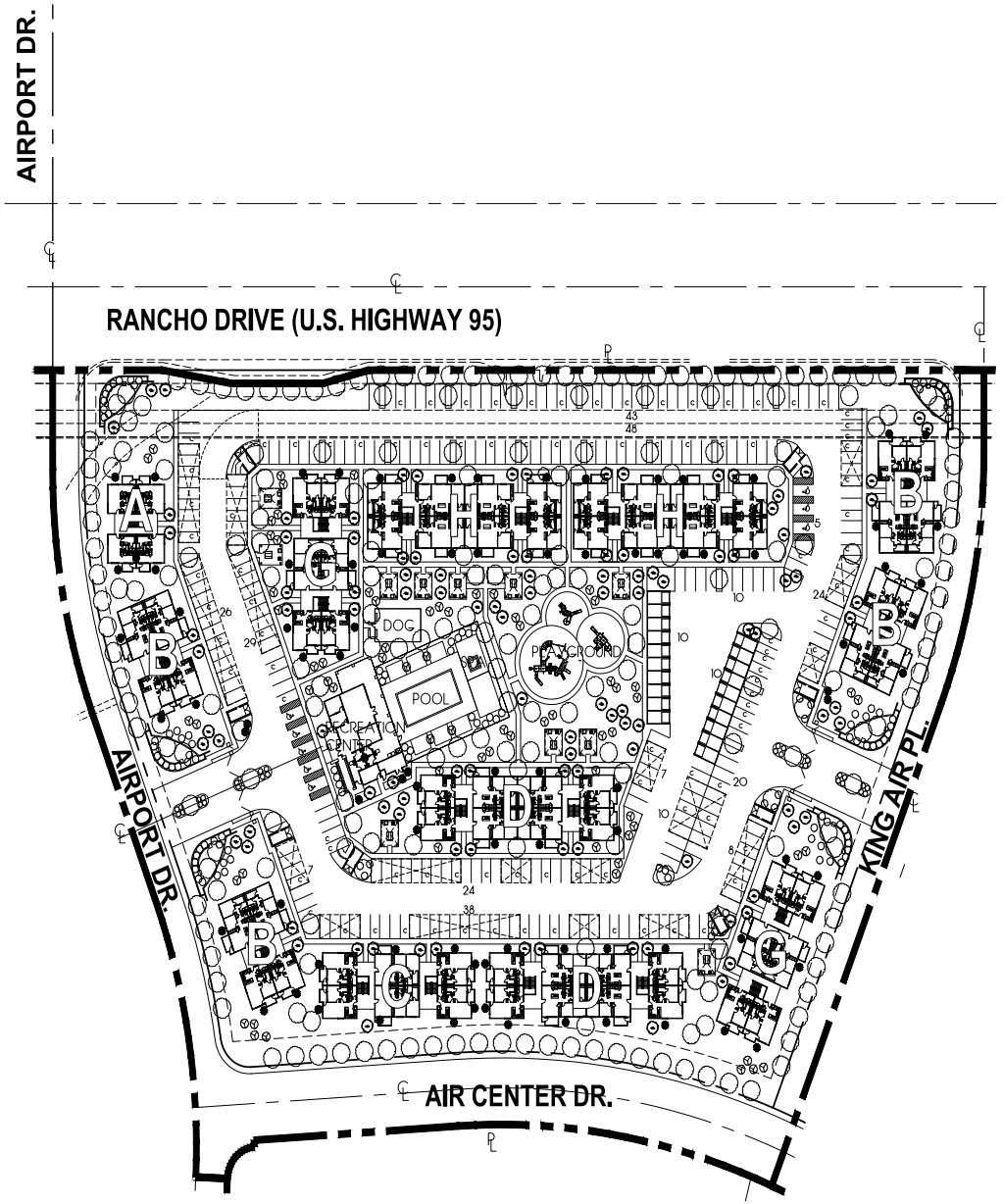
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 2 PARTIAL SITE PLAN
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1" = 50'
LP005
CHECKED BY: PKT



LANDSCAPE / PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
◯	FRAXINUS VELTINA MODESTO	MODESTO ASH TREE	24" BOX
⊙	SOPHORA SECUNDIFLORA.	TEXAS MOUNTAIN LAUREL	24" BOX
SHRUBS			
O	LEUCOPHYLLUM	TEXAS RANGER	5 GALLON
●	DASYLIRION WHEELERI	DESERT SPOON	5 GALLON
⊗	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	5 GALLON
GROUND COVER			
	DECOMPOSED GRANITE 1/4" MINUS IN SIZE GOLD		

GRAPHIC SCALE
50' 0' 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FEET

N

PHASE 3 PARTIAL LANDSCAPE PLAN

PRJ-78773
05/20/20

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.
PHASE 3 PARTIAL SITE PLAN
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/24/18
SCALE: 1" = 50'
LP006
CHECKED BY: PKT



LANDSCAPE / PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	FRAXINUS VELTINA MODESTO	MODESTO ASH TREE	24" BOX
	SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL	24" BOX
SHRUBS			
	LEUCOPHYLLUM	TEXAS RANGER	5 GALLON
	DASYLIRION WHEELERI	DESERT SPOON	5 GALLON
	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	5 GALLON
GROUND COVER			
	DECOMPOSED GRANITE 1/4" MINUS IN SIZE GOLD		

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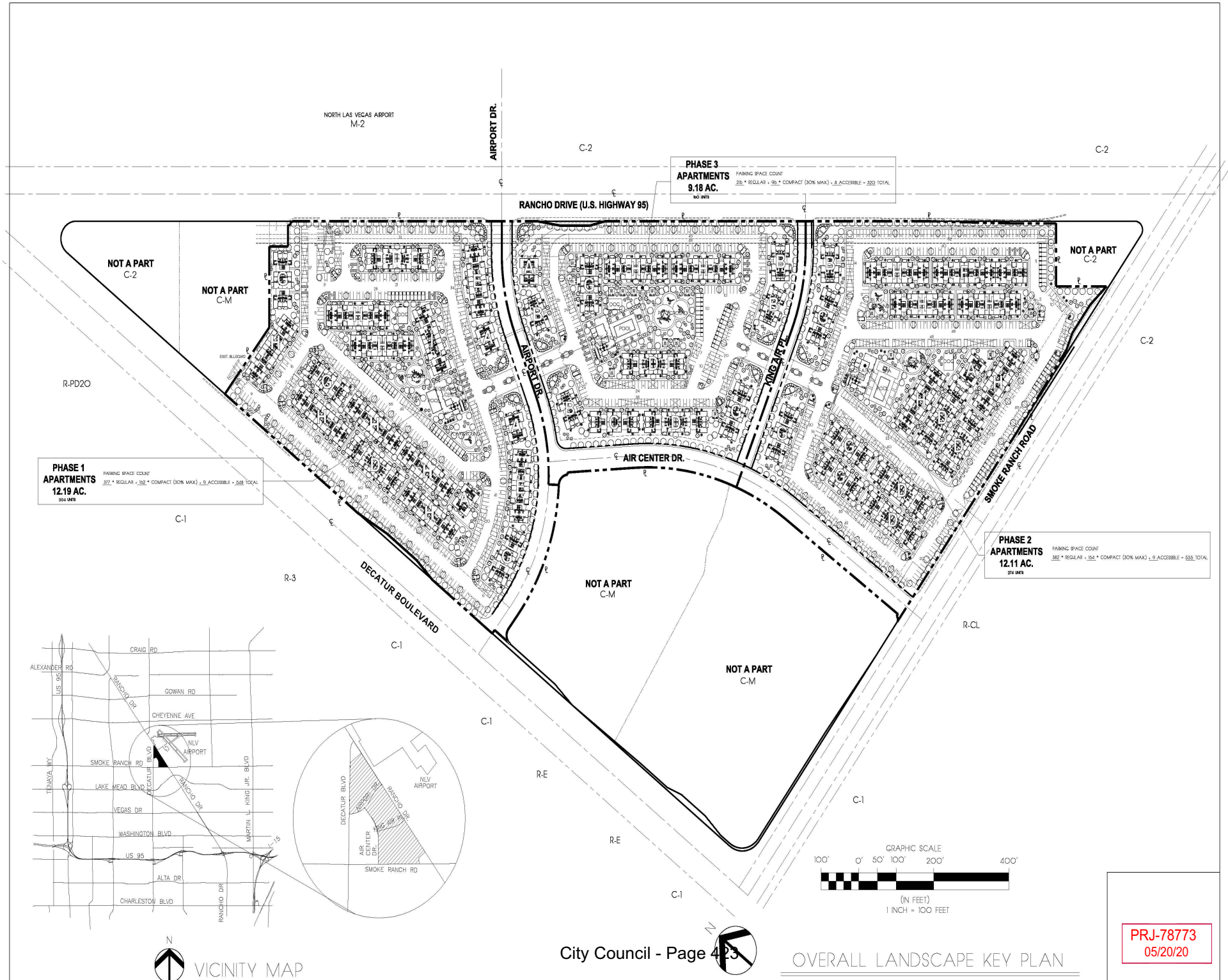
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
OVERALL LANDSCAPE KEY PLAN
A.P.N. 139-18-410-012

PRJ-78773
05/20/20

JOB NO.
DATE: 2/26/18
SCALE: 1" = 100'
LP007
CHECKED BY: PKT



OVERALL LANDSCAPE KEY PLAN

PRJ-78773
05/20/20

RANCHO DRIVE & DECATUR BLVD.
OVERALL LANDSCAPE KEY PLAN

A.P.N. 139-18-410-012

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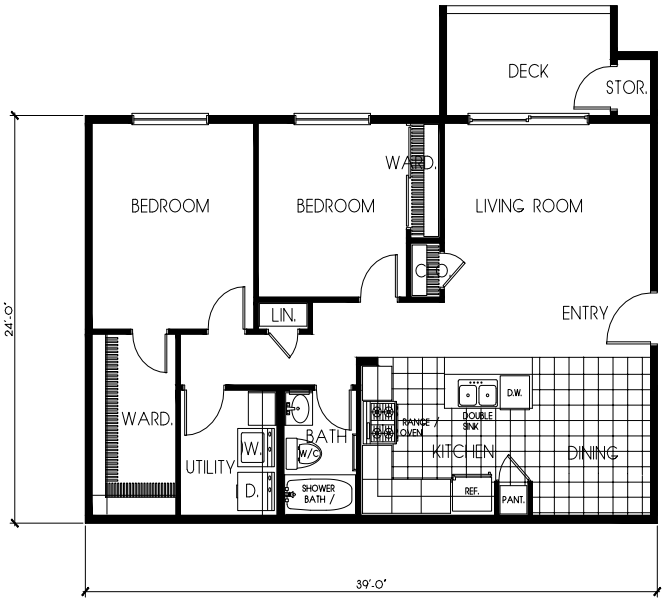
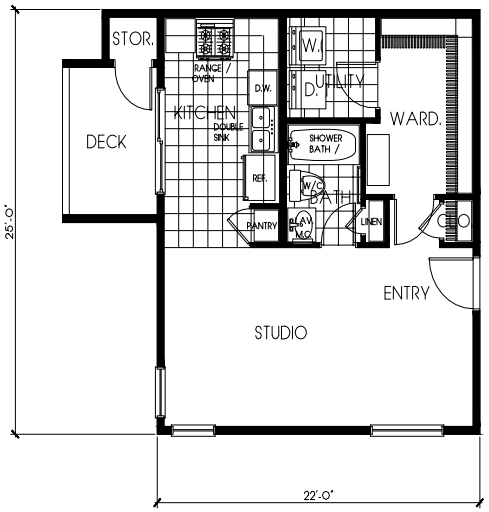
REVISIONS

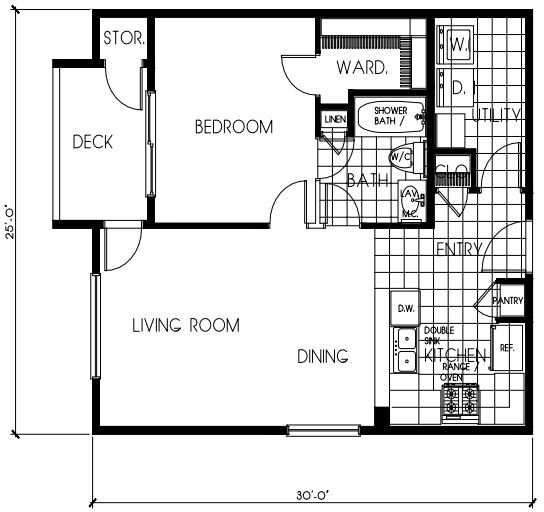
JOB NO.
DATE: 2/26/18
SCALE: 1" = 100'
LP008
CHECKED BY: PKT



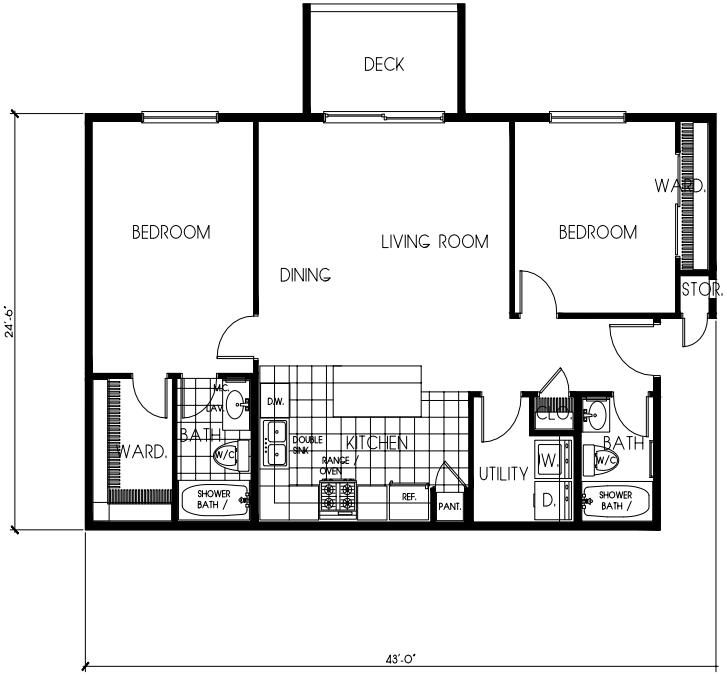
2 BEDROOM / 1 BATH
936 S.F.



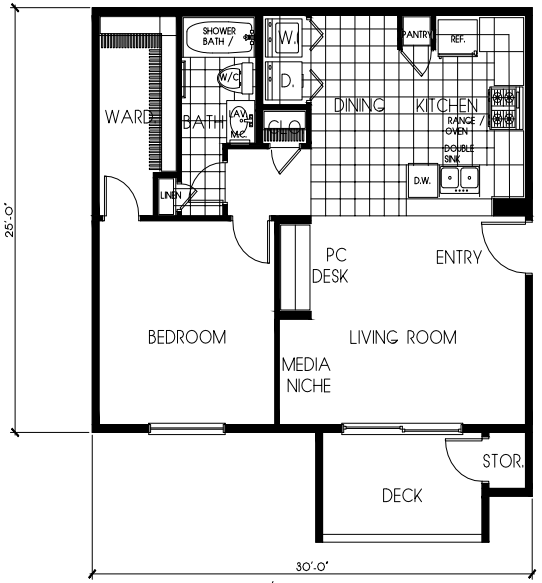
STUDIO / 1 BATH
563 S.F.



1 BED RM. / 1 BATH
716 S.F.



2 BEDROOM / 2 BATH
1007 S.F.



1 BED RM. / 1 BATH
763 S.F.

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/4 INCH = 1 FEET

APARTMENT FLOOR PLANS

PRJ-78773
05/20/20

P.K.
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LAS VEGAS, NEVADA 89179
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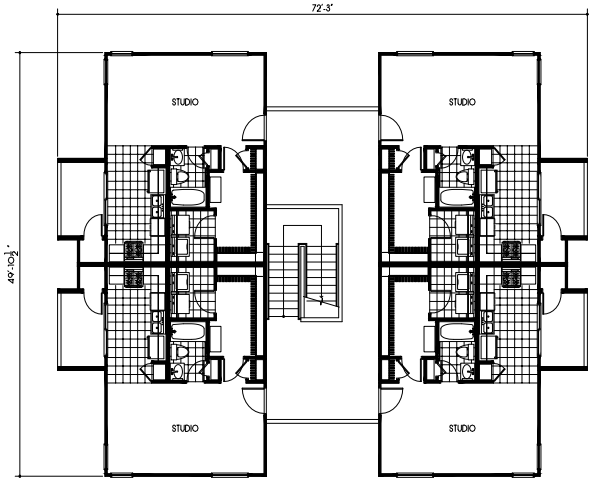
DO NOT SCALE DRAWINGS

REVISIONS

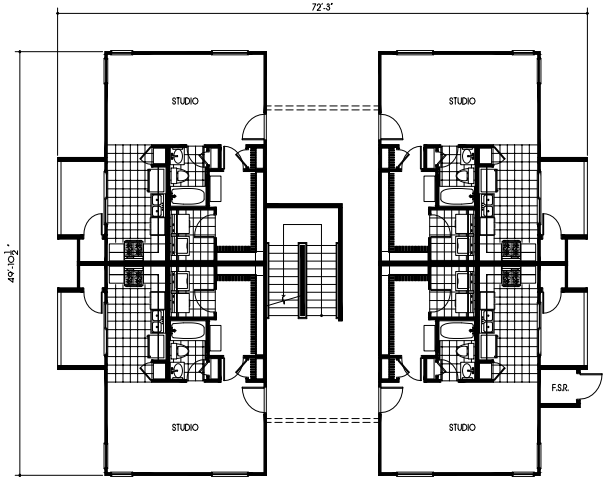
RANCHO DRIVE & DECATUR BLVD.
APARTMENT FLOOR PLANS
A.P.N. 139-18-410-012

JOB NO.
DATE: 2/26/18
SCALE: 1/4"=1'-0"
FP001
CHECKED BY: PKT



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE A

PRJ-78773

05/20/20

City Council - Page 425

P.K.
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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.

FLOOR PLAN -BUILDING TYPE A

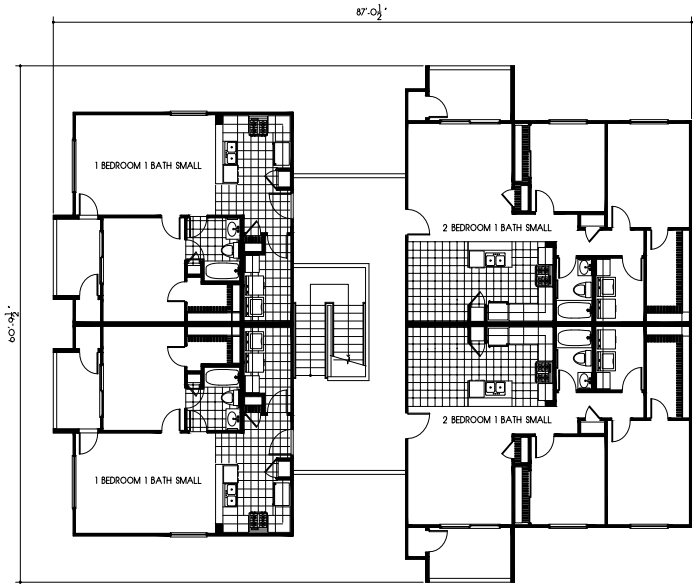
A.P.N. 139-18-410-012

JOB NO.

DATE: 2/24/18

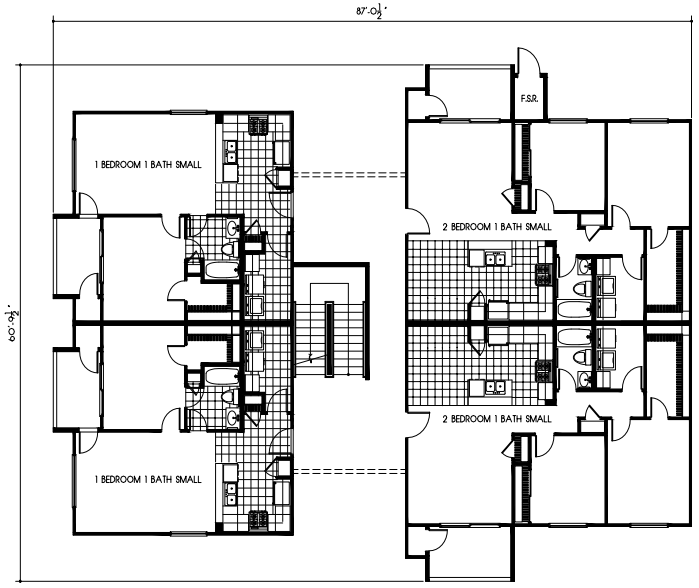
SCALE: 1/8"=1'-0" FP002

CHECKED BY: PKT



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE B

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.

FLOOR PLAN -BUILDING TYPE B

A.P.N. 139-18-410-012

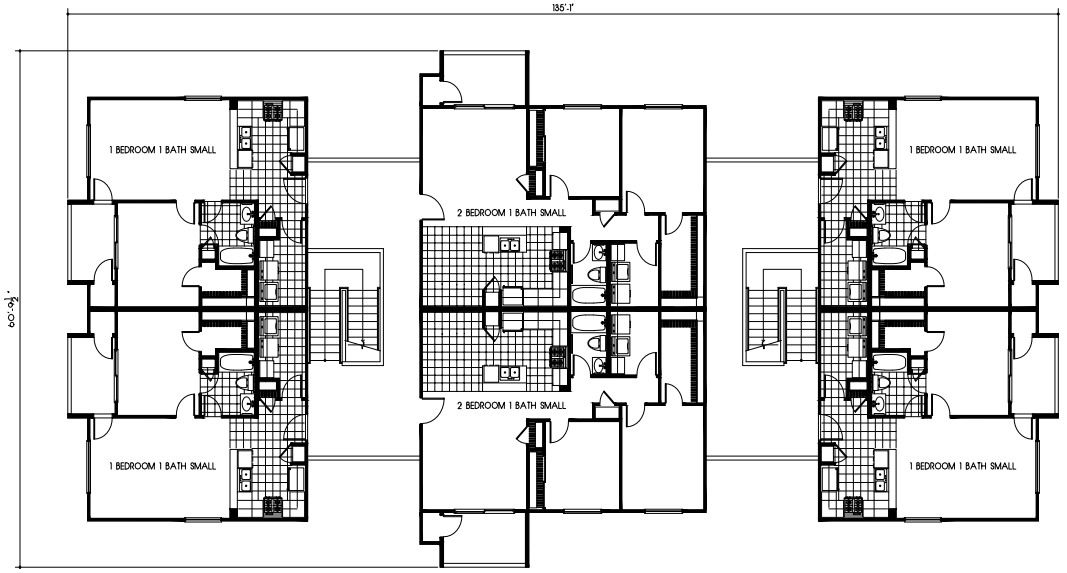
PRJ-78773
05/20/20

JOB NO.

DATE: 2/26/18

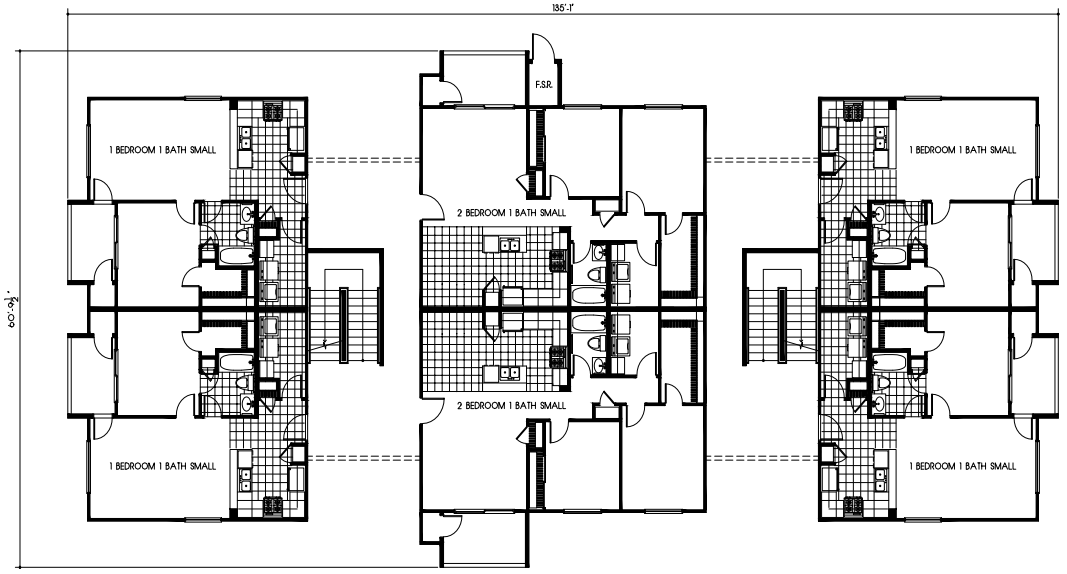
SCALE: 1/8"=1'-0" FP003

CHECKED BY: PKT



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE C

PRJ-78773

05/20/20

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REVISIONS

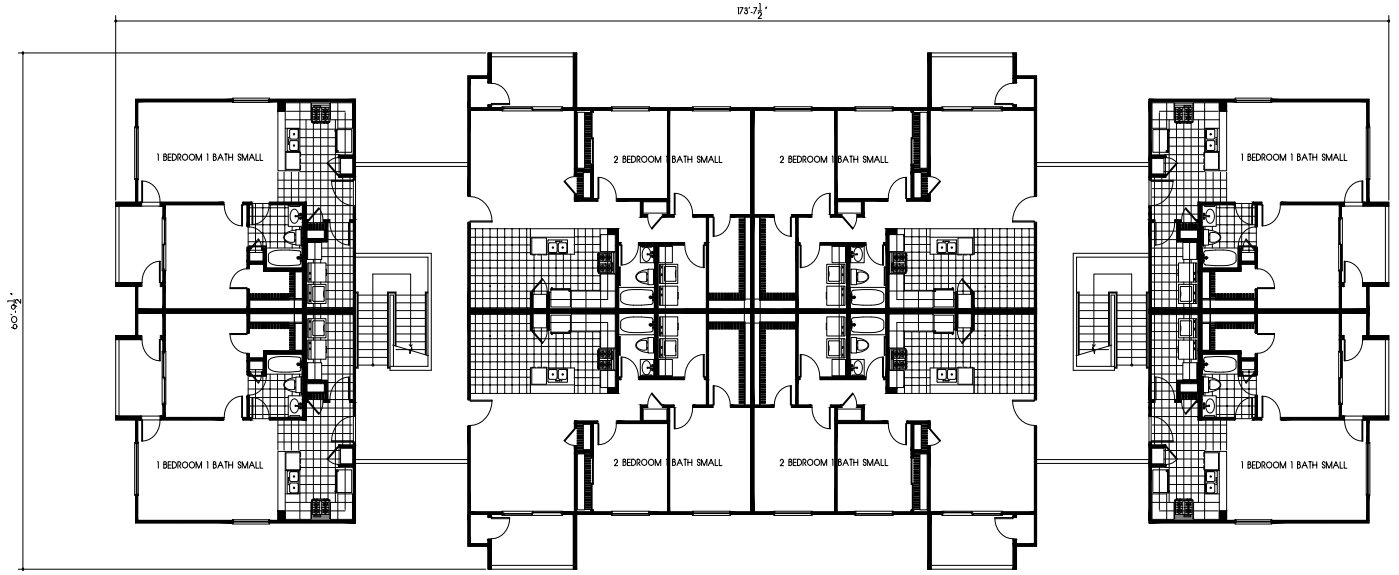
RANCHO DRIVE & DECATUR BLVD.
FLOOR PLAN -BUILDING TYPE C
A.P.N. 139-18-410-012

JOB NO. FP004

DATE: 2/26/18

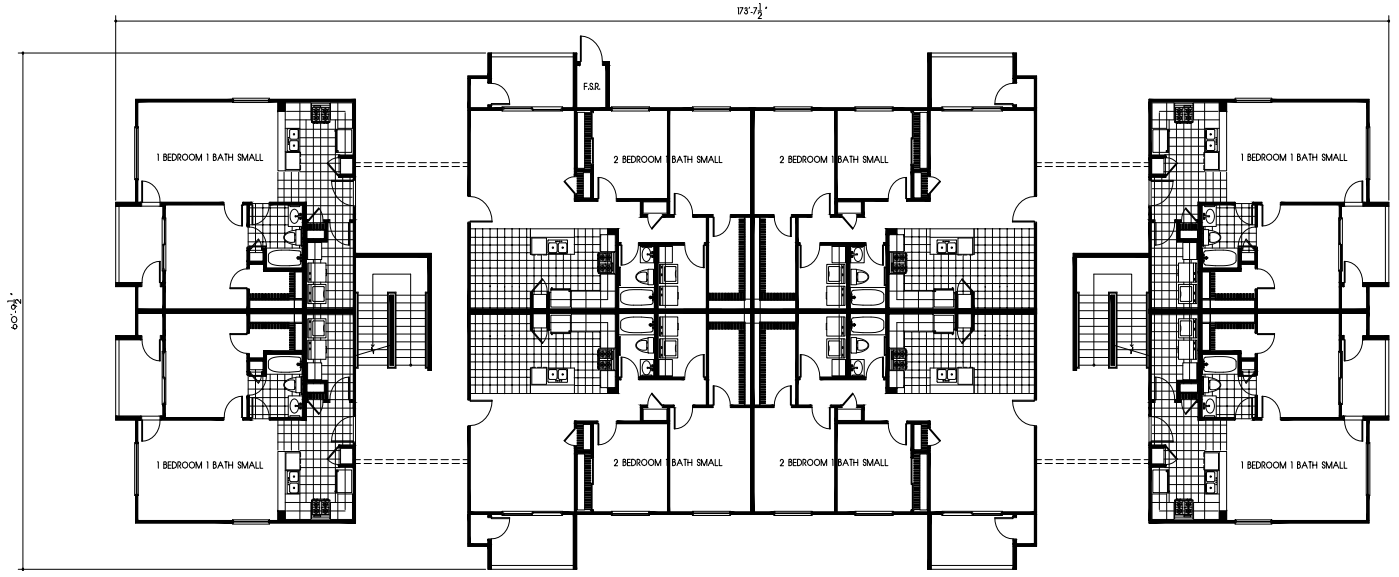
SCALE: 1/8"=1'-0"

CHECKED BY: PKT



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE D

PRJ-78773

05/20/20

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.

FLOOR PLAN -BUILDING TYPE D

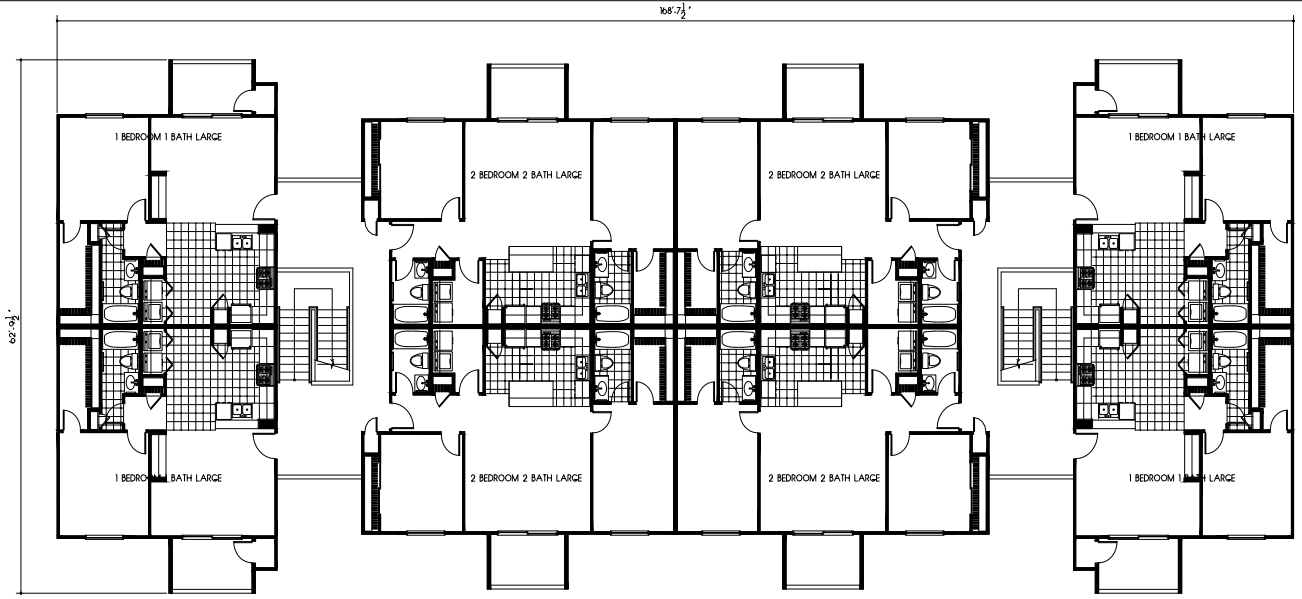
A.P.N. 139-18-410-012

JOB NO. FP005

DATE: 2/26/18

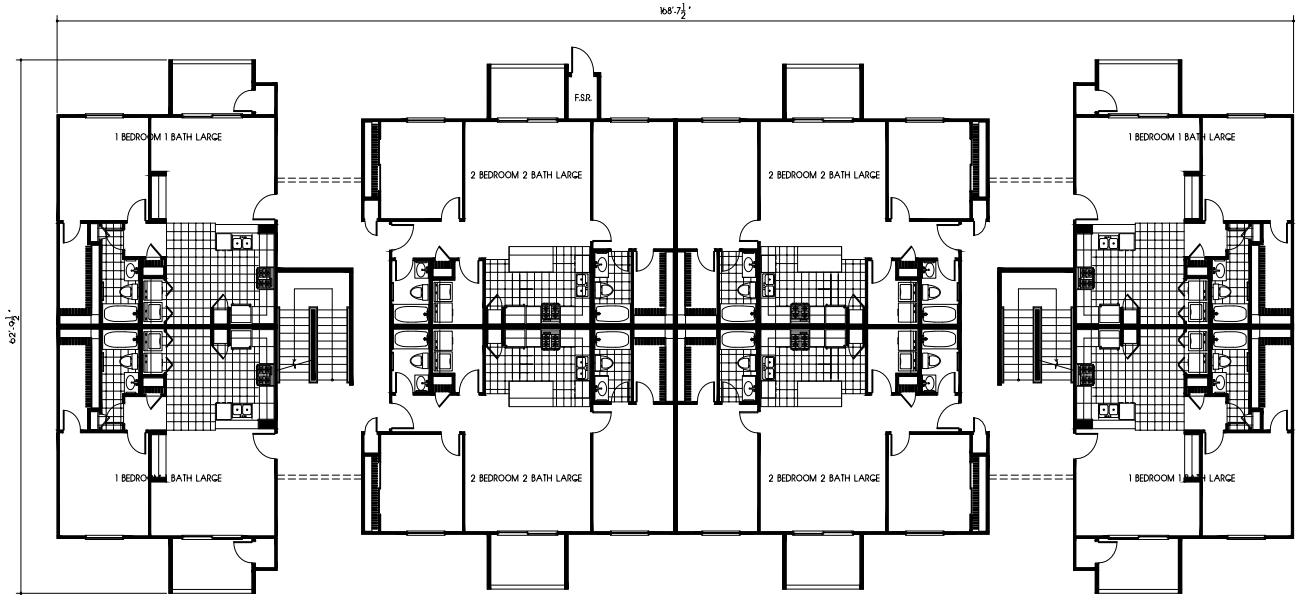
SCALE: 1/8"=1'-0"

CHECKED BY: PKT



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE E

PRJ-78773

05/20/20

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.

FLOOR PLAN -BUILDING TYPE E

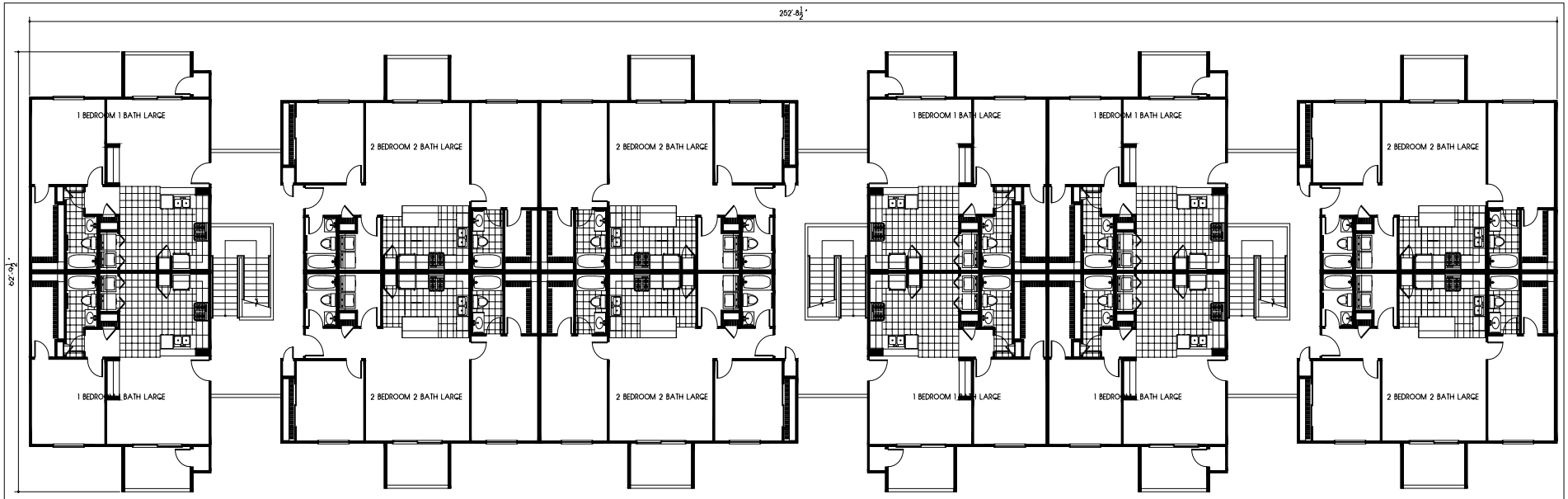
A.P.N. 139-18-410-012

JOB NO. FP006

DATE: 2/26/18

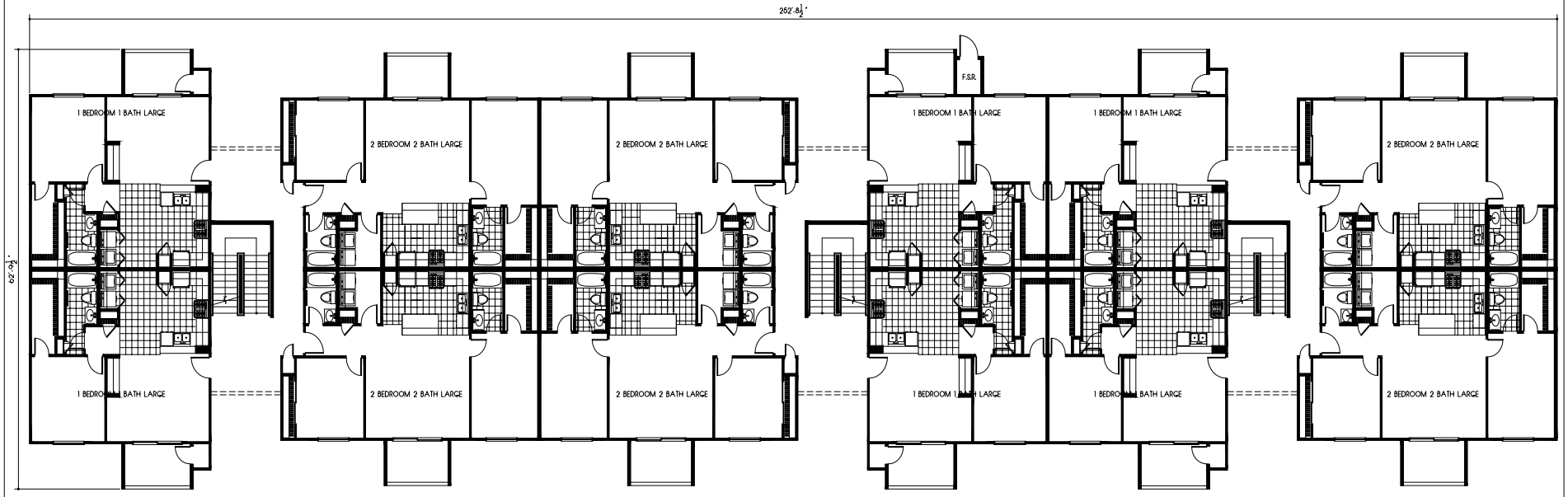
SCALE: 1/8"=1'-0"

CHECKED BY: PKT



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE F

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.

FLOOR PLAN -BUILDING TYPE F

A.P.N. 139-18-410-012

PRJ-78773
05/20/20

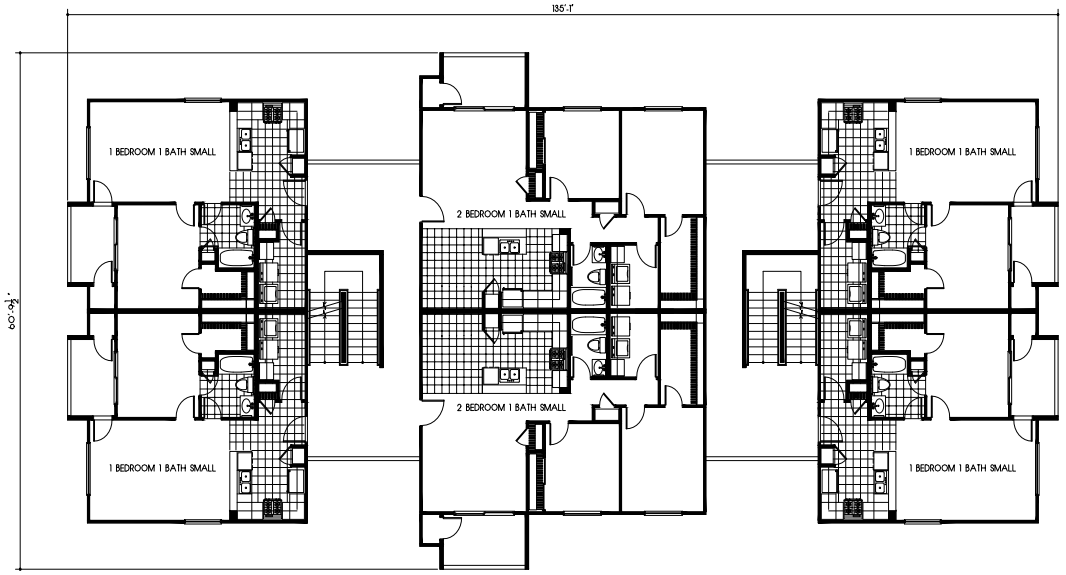
JOB NO.

DATE: 2/26/18

SCALE: 1/8"=1'-0"

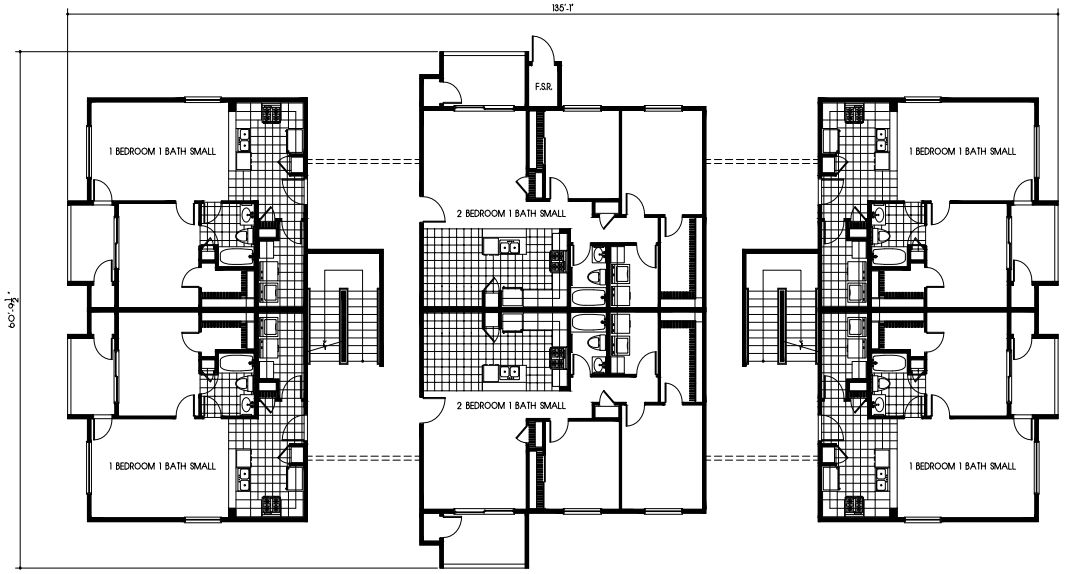
FP007

CHECKED BY: PKT



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE G

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.
FLOOR PLAN -BUILDING TYPE G
A.P.N. 139-18-410-012

JOB NO. FP008
DATE: 2/26/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

PRJ-78773
05/20/20

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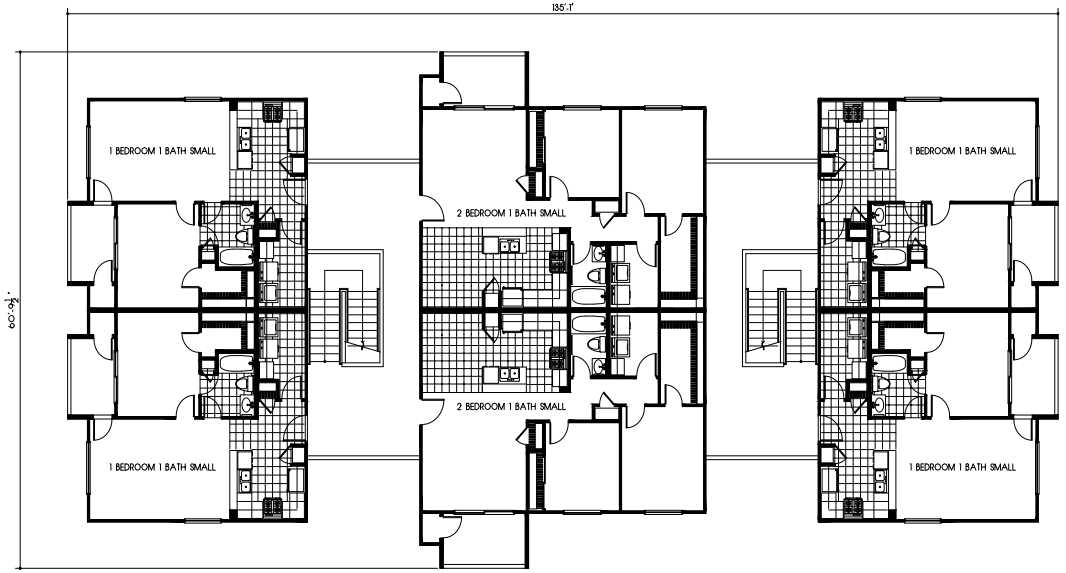
REVISIONS



THIRD LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

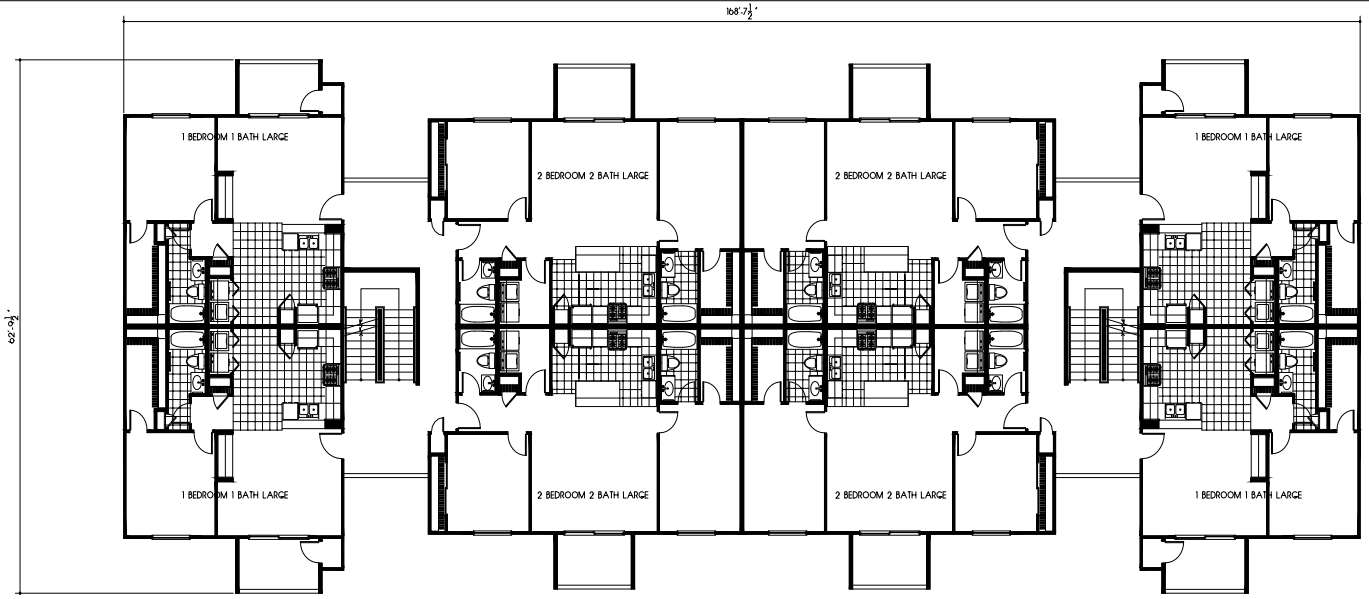
GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE G

RANCHO DRIVE & DECATUR BLVD.
FLOOR PLAN -BUILDING TYPE G
A.P.N. 139-18-410-012

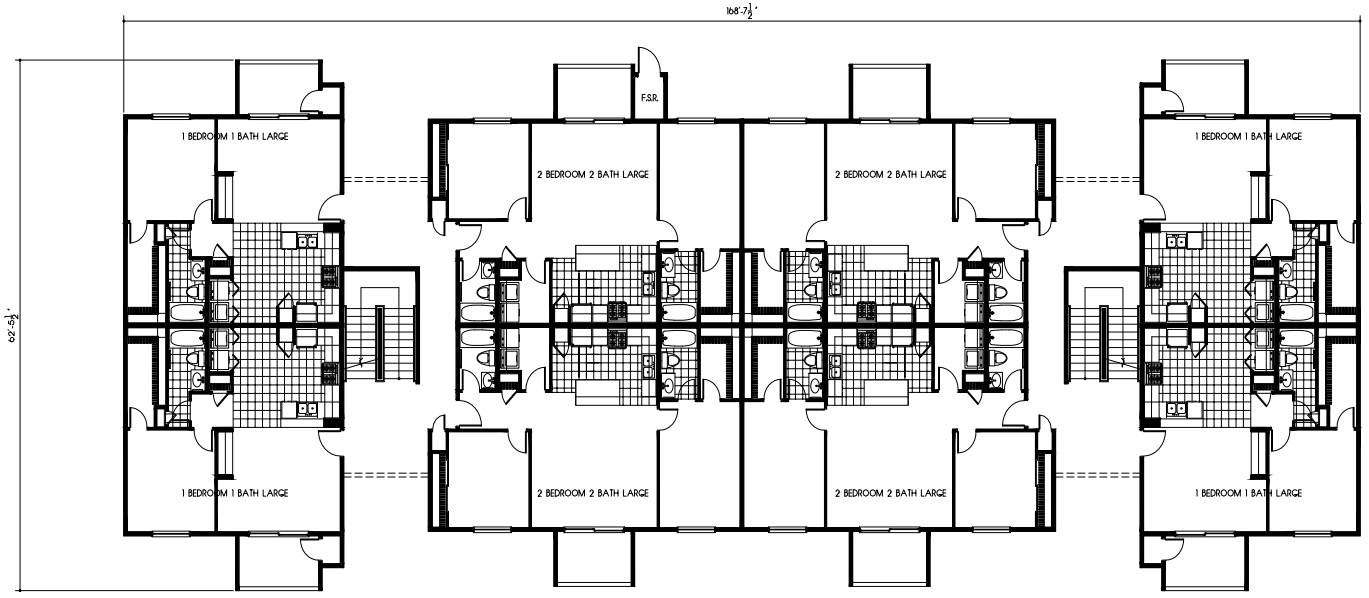
PRJ-78773
05/20/20

JOB NO.
DATE: 2/26/18
SCALE: 1/8"=1'-0"
FP009
CHECKED BY: PKT



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE H

PRJ-78773

05/20/20

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.

FLOOR PLAN -BUILDING TYPE H

A.P.N. 139-18-410-012

JOB NO.

DATE: 2/26/18

SCALE: 1/8"=1'-0" FP010

CHECKED BY: PKT

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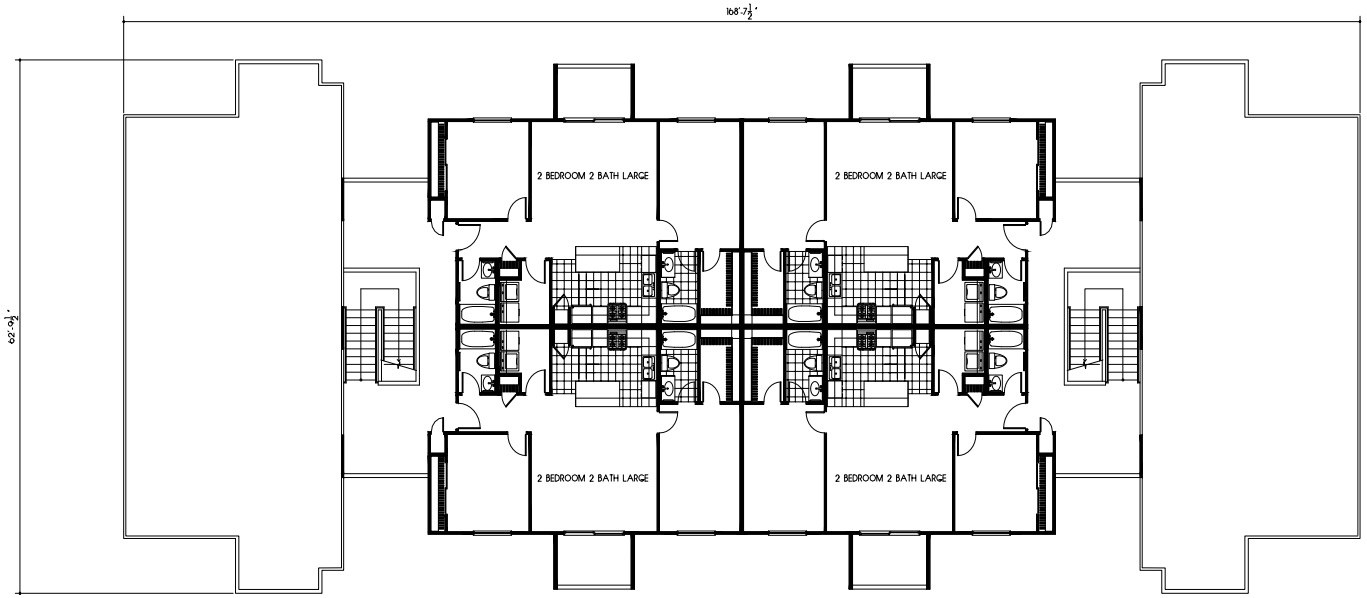
REVISIONS



THIRD LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE H

RANCHO DRIVE & DECATUR BLVD.
FLOOR PLAN -BUILDING TYPE H
A.P.N. 139-18-410-012

PRJ-78773
05/20/20

JOB NO.
DATE: 2/26/18
SCALE: 1/8"=1'-0"
FP011
CHECKED BY: PKT

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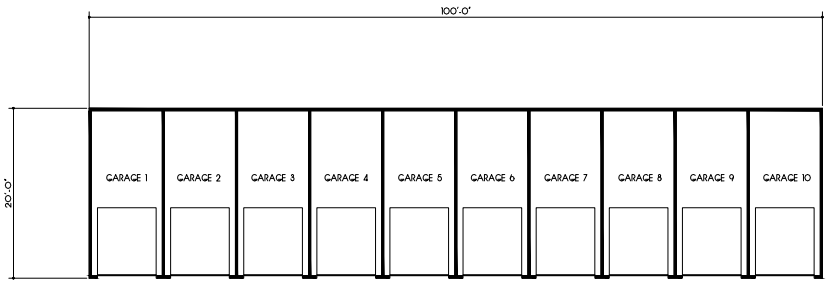
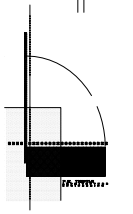
REVISIONS



TYPICAL GARAGE FLOOR PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

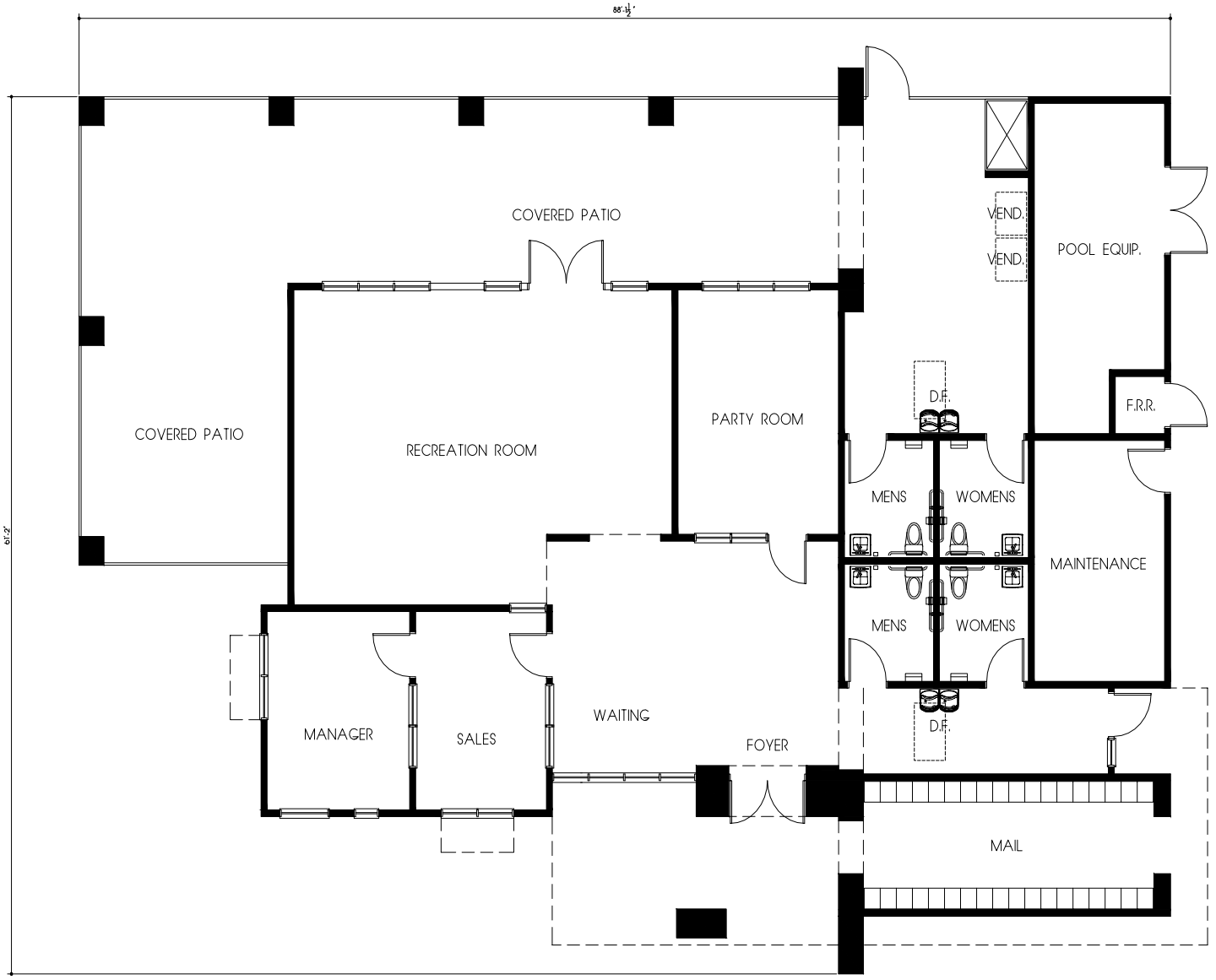
RANCHO DRIVE & DECATUR BLVD.
FLOOR PLAN -TYP. GARAGE BLDG.
A.P.N. 139-18-410-012



PRJ-78773
05/20/20

JOB NO.
DATE: 2/26/18
SCALE: 1/8"=1'-0" FP012
CHECKED BY: PKT

FLOOR PLAN -TYP. GARAGE BUILDING



GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)
1/4 INCH = 1 FEET

FLOOR PLAN -TYPICAL RECREATION BUILDING

SCALE: 1/4" = 1'-0"

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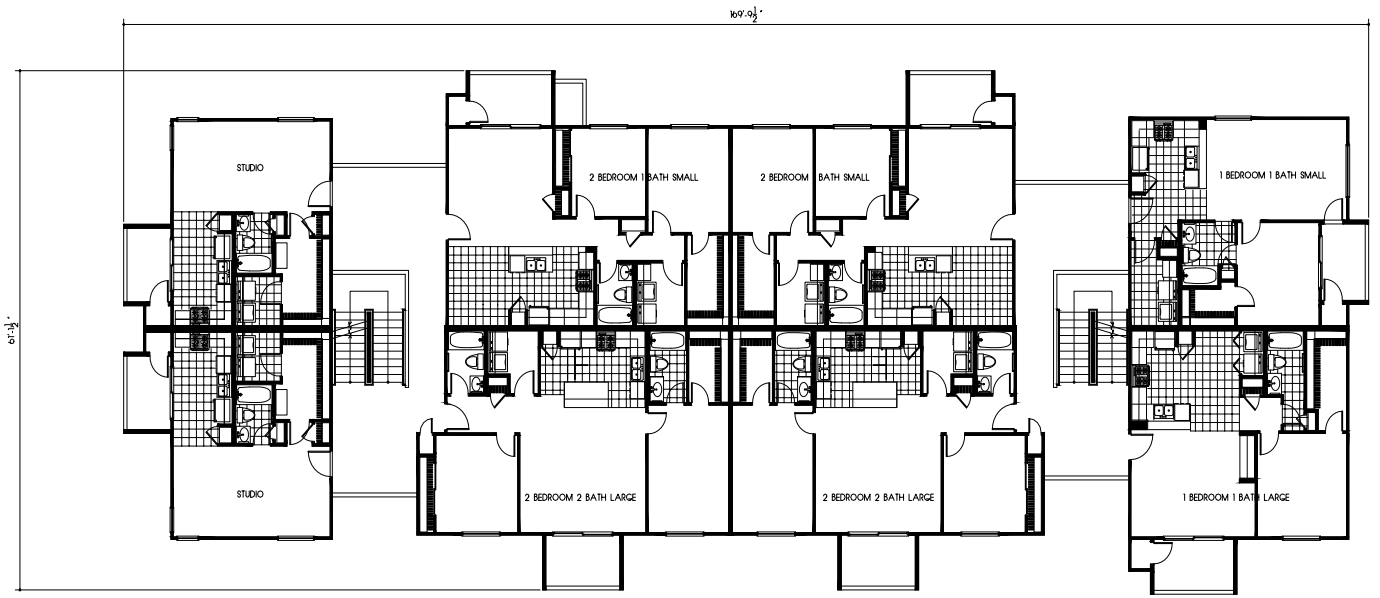
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
FLOOR PLAN -TYP. RECREATION BLDG.
A.P.N. 139-18-410-012

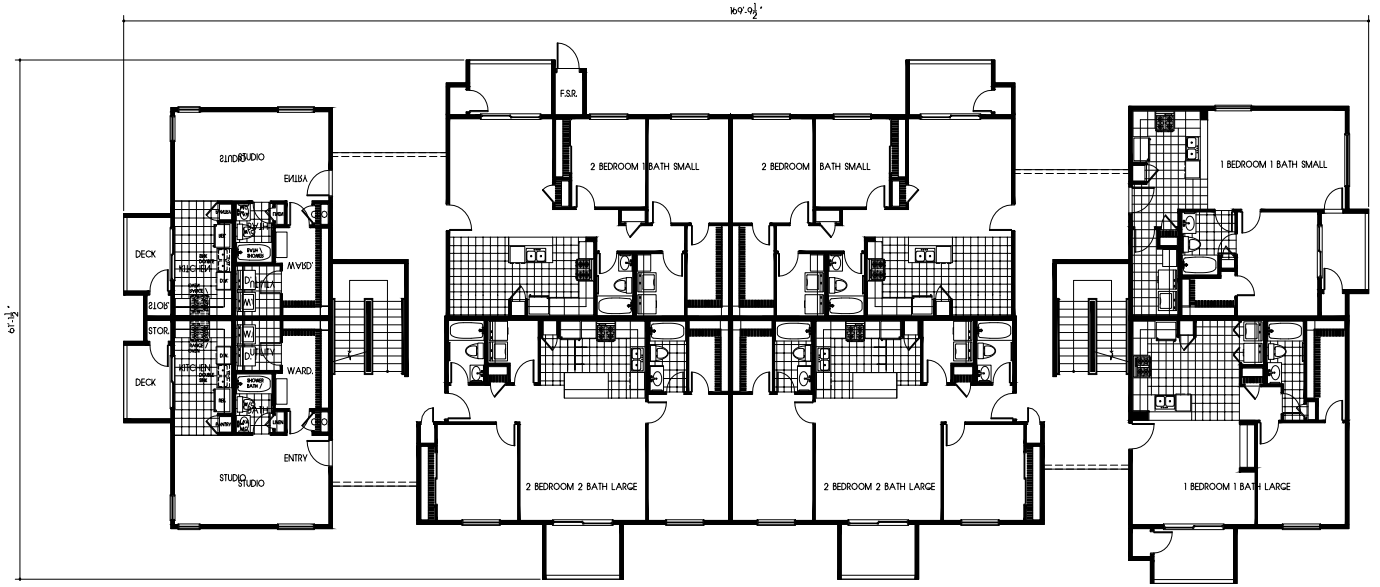
JOB NO.
DATE: 2/24/18
SCALE: 1/4"=1'-0"
FP013
CHECKED BY: PKT

PRJ-78773
05/20/20



SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)

1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE 1

PRJ-78773
05/20/20

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REVISIONS

RANCHO DRIVE & DECATUR BLVD.
FLOOR PLAN -BUILDING TYPE 1
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/6/18
SCALE: 1/8"=1'-0"
FP014
CHECKED BY: PKT

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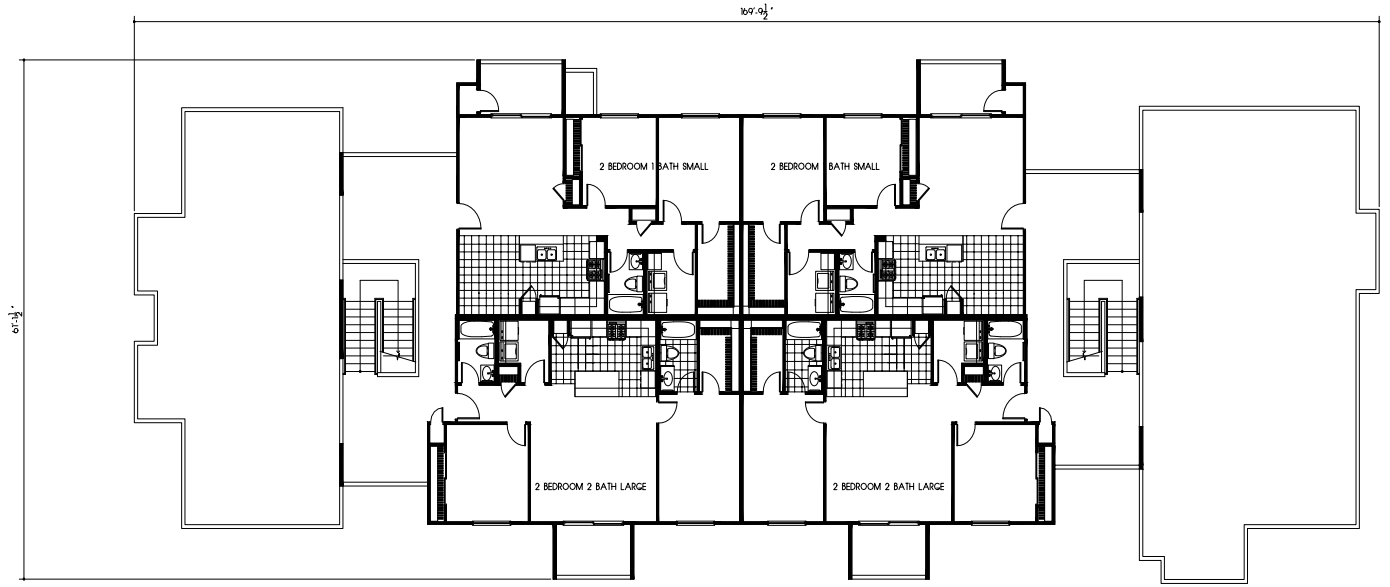
REVISIONS



THIRD LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

FLOOR PLAN -BUILDING TYPE I

RANCHO DRIVE & DECATUR BLVD.
FLOOR PLAN -BUILDING TYPE H
A.P.N. 139-18-410-012

PRJ-78773
05/20/20

JOB NO.
DATE: 4/6/18
SCALE: 1/8"=1'-0" FP015
CHECKED BY: PKT



BUILDING A
FRONT ELEVATION



BUILDING A
REAR ELEVATION



BUILDING A
RIGHT SIDE ELEVATION



BUILDING A
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING A

PRJ-78773
05/20/20

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LAS VEGAS, NEVADA 89178
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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING A
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV001



BUILDING B
FRONT ELEVATION



BUILDING B
REAR ELEVATION



BUILDING B
RIGHT SIDE ELEVATION



BUILDING B
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING B

PRJ-78773
05/20/20

P.K.
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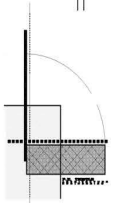
DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING B
A.P.N. 139-18-410-012



JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV002
CHECKED BY: PKT

P.K.
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DO NOT SCALE DRAWINGS

REVISIONS



BUILDING C
FRONT ELEVATION



BUILDING C
REAR ELEVATION



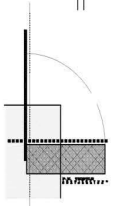
BUILDING C
RIGHT SIDE ELEVATION



BUILDING C
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING C
A.P.N. 139-18-410-012



PRJ-78773
05/20/20

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV003

EXTERIOR ELEVATIONS -BUILDING C



BUILDING D
FRONT ELEVATION



BUILDING D
REAR ELEVATION



BUILDING D
RIGHT SIDE ELEVATION



BUILDING D
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING D

PRJ-78773
05/20/20

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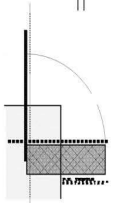
DO NOT SCALE DRAWINGS.

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING D
A.P.N. 139-18-410-012



JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV004
CHECKED BY: PKT



BUILDING E
FRONT ELEVATION



BUILDING E
REAR ELEVATION



BUILDING E
RIGHT SIDE ELEVATION



BUILDING E
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING E

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LAS VEGAS, NEVADA 89174
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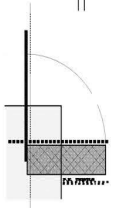
DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING E
A.P.N. 139-18-410-012



PRJ-78773
05/20/20

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV005

P.K.
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DO NOT SCALE DRAWINGS

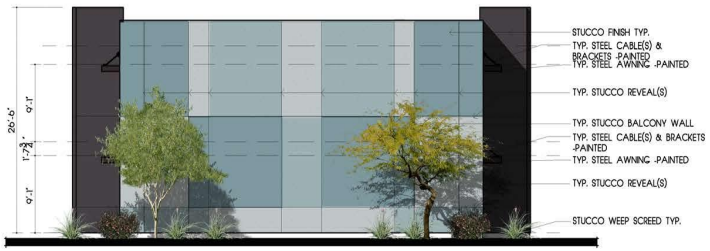
REVISIONS



BUILDING F
FRONT ELEVATION



BUILDING F
REAR ELEVATION



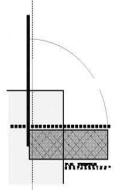
BUILDING F
RIGHT SIDE ELEVATION



BUILDING F
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING F
A.P.N. 139-18-410-012



PRJ-78773
05/20/20

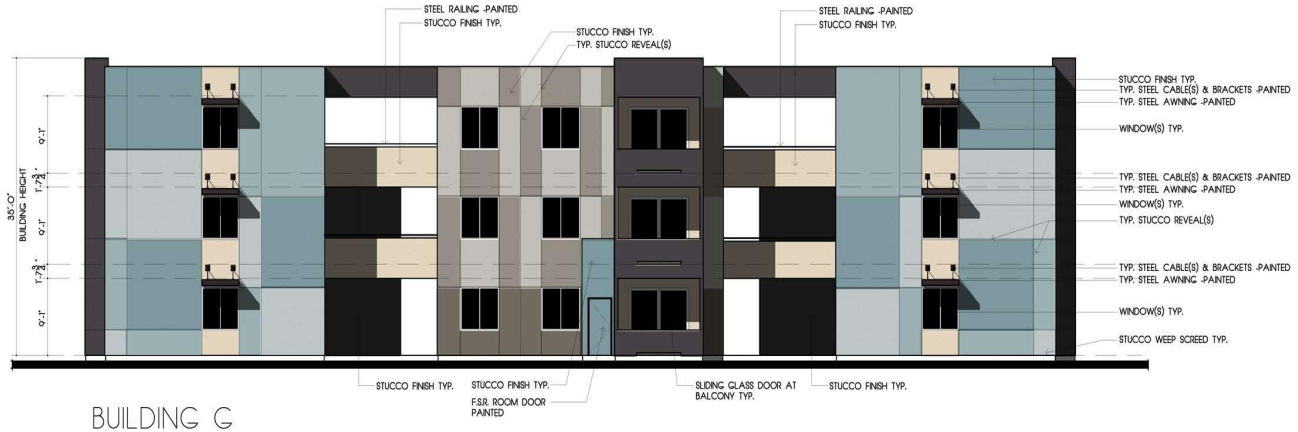
JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV006

EXTERIOR ELEVATIONS -BUILDING F



BUILDING G
FRONT ELEVATION



BUILDING G
REAR ELEVATION



BUILDING G
RIGHT SIDE ELEVATION



BUILDING G
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING G

P.K.
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PHONE (702) 438-1814

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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING G
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV007

PRJ-78773
05/20/20



BUILDING H
FRONT ELEVATION



BUILDING H
REAR ELEVATION



BUILDING H
RIGHT SIDE ELEVATION



BUILDING H
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

P.K.
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DO NOT SCALE DRAWINGS.

REVISIONS

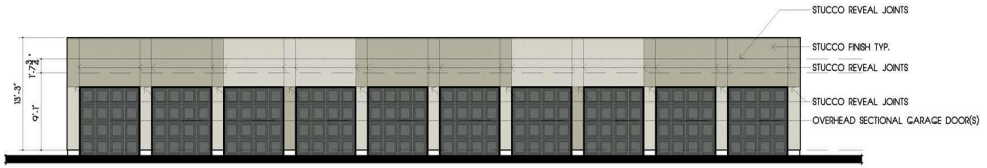
RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING H
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

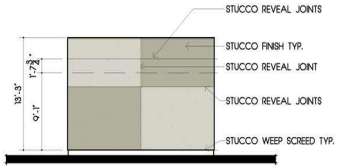
EV008

PRJ-78773
05/20/20

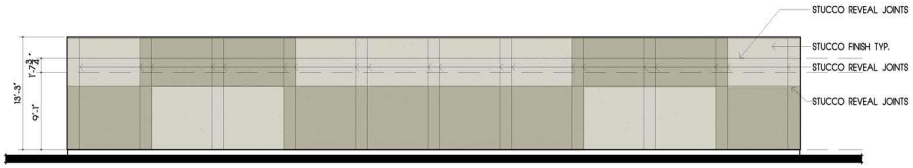
EXTERIOR ELEVATIONS -BUILDING H



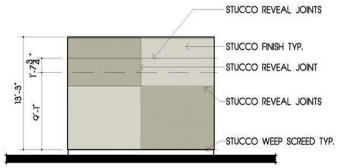
TYP. GARAGE BUILDING
FRONT ELEVATION



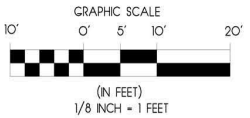
TYP. GARAGE BUILDING
LEFT SIDE ELEVATION



TYP. GARAGE BUILDING
REAR ELEVATION



TYP. GARAGE BUILDING
RIGHT SIDE ELEVATION



EXTERIOR ELEVATIONS -TYP. GARAGE BUILDING

PRJ-78773
05/20/20

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DO NOT SCALE DRAWINGS.

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -TYP. GARAGE
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV009
CHECKED BY: PKT



FRONT ELEVATION



REAR ELEVATION

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)
1/4 INCH = 1 FEET

EXTERIOR ELEVATIONS -RECREATION BUILDING

PRJ-78773
05/20/20

P.K.
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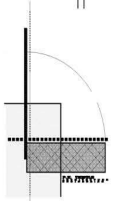
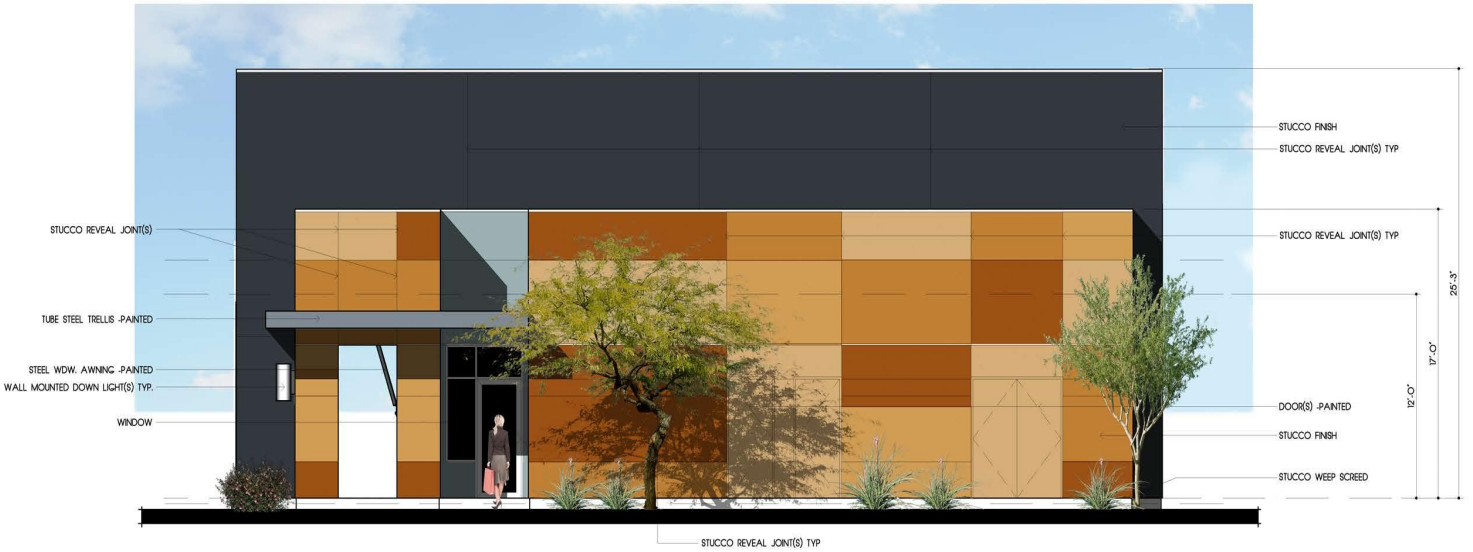
DO NOT SCALE DRAWINGS.

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
TYPICAL RECREATION BUILDING
A.P.N. 139-18-410-012



JOB NO.
DATE: 4/12/18
SCALE: 1/4"=1'-0"
EV010
CHECKED BY: PKT



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

GRAPHIC SCALE

10' 0' 5' 10' 20'

(IN FEET)
1/4 INCH = 1 FEET

EXTERIOR ELEVATIONS -RECREATION BUILDING

PRJ-78773
05/20/20

P.K.
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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
TYPICAL RECREATION BUILDING
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/4"=1'-0"
EV011
CHECKED BY: PKT



BUILDING I
FRONT ELEVATION



BUILDING I
REAR ELEVATION



BUILDING I
RIGHT SIDE ELEVATION



BUILDING I
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING I
(ALL UNIT MODELS BUILDING)

PRJ-78773
05/20/20

P.K.
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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING I
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV012
CHECKED BY: PKT

P.K.
THISTLE A.I.A.
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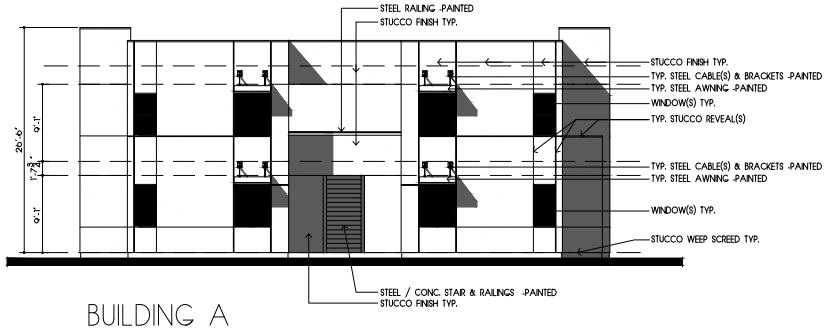
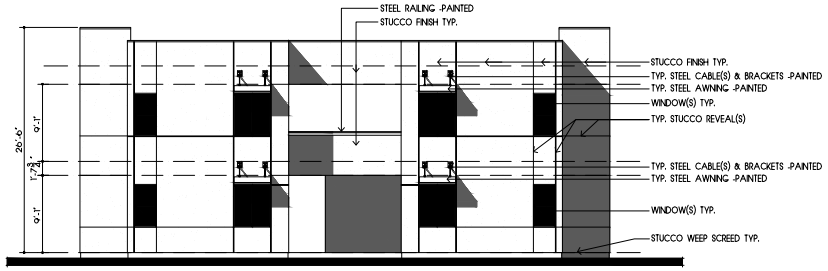
DO NOT SCALE DRAWINGS

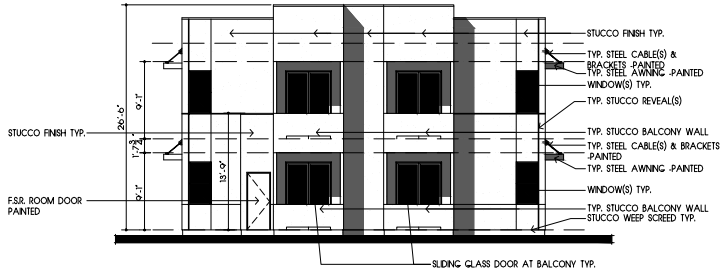
REVISIONS



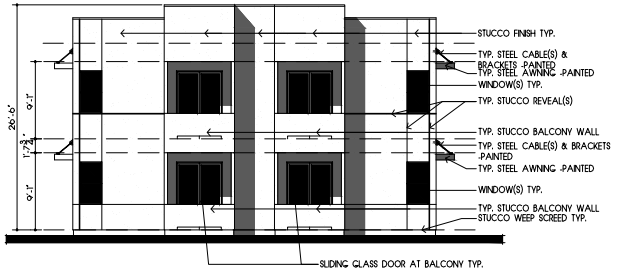
BUILDING A
FRONT ELEVATION



BUILDING A
REAR ELEVATION



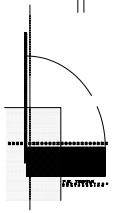
BUILDING A
RIGHT SIDE ELEVATION



BUILDING A
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING A
A.P.N. 139-18-410-012

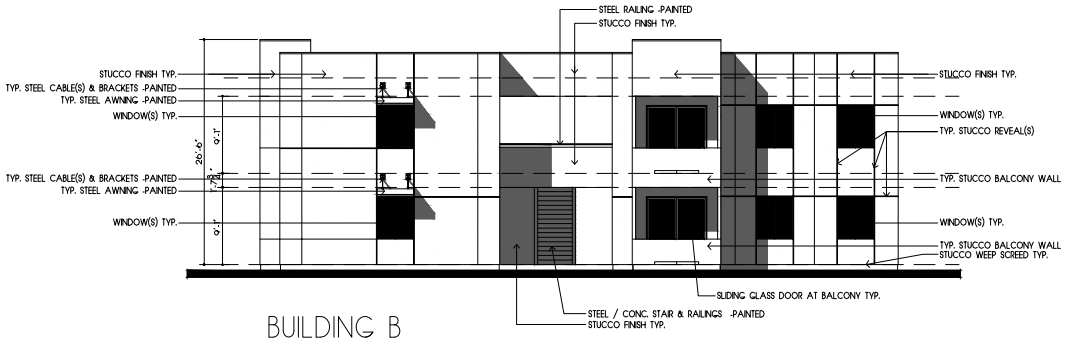


PRJ-78773
05/20/20

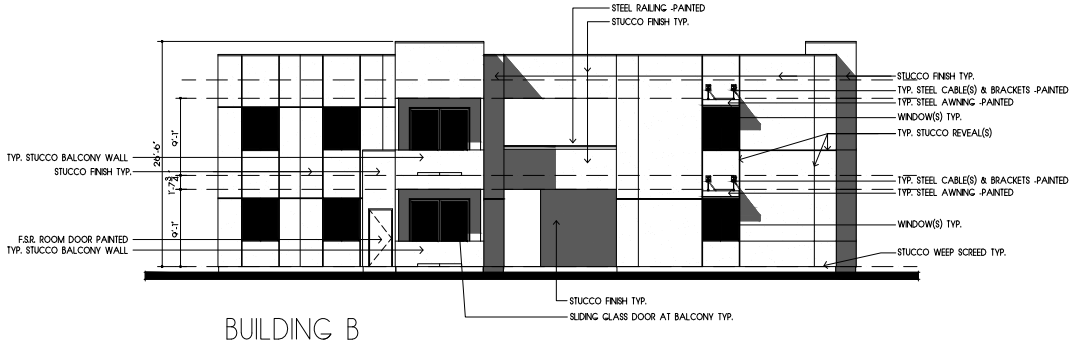
JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV013

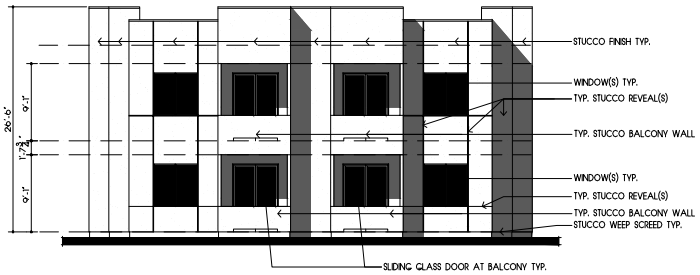
EXTERIOR ELEVATIONS -BUILDING A



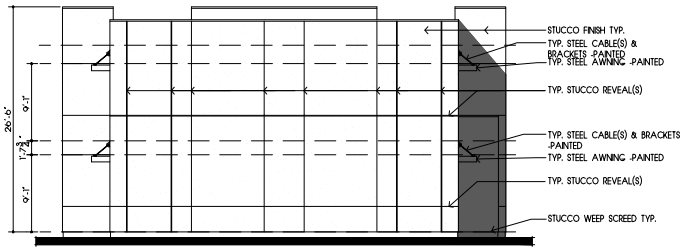
BUILDING B
FRONT ELEVATION



BUILDING B
REAR ELEVATION



BUILDING B
RIGHT SIDE ELEVATION



BUILDING B
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING B

PRJ-78773
05/20/20

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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING B
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV014

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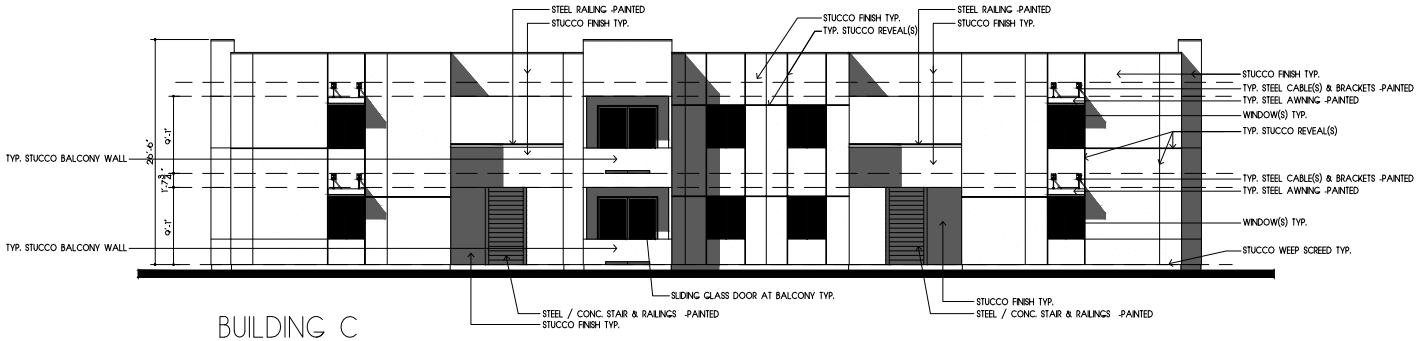
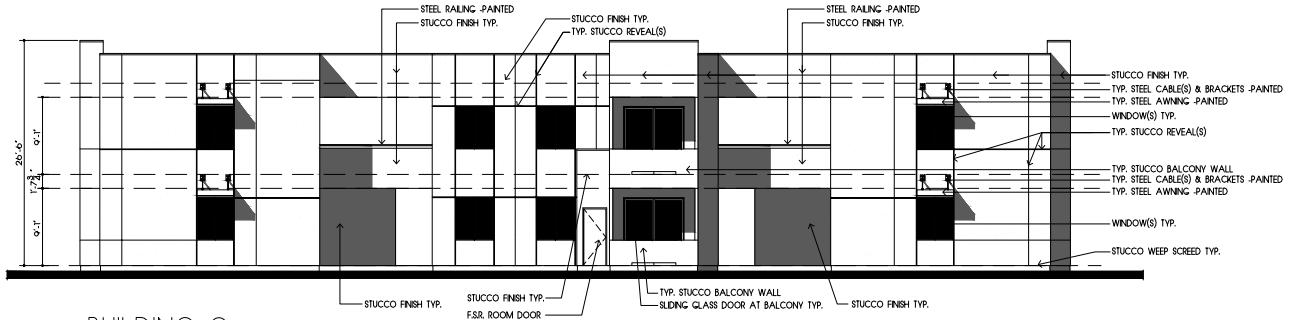
DO NOT SCALE DRAWINGS

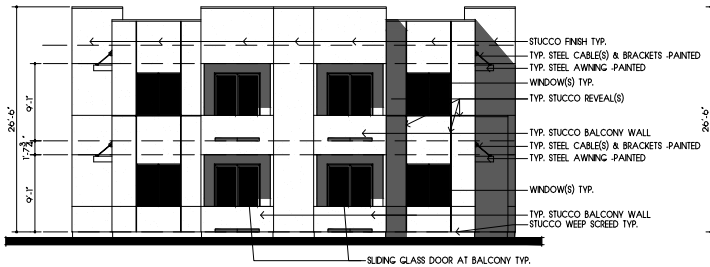
REVISIONS



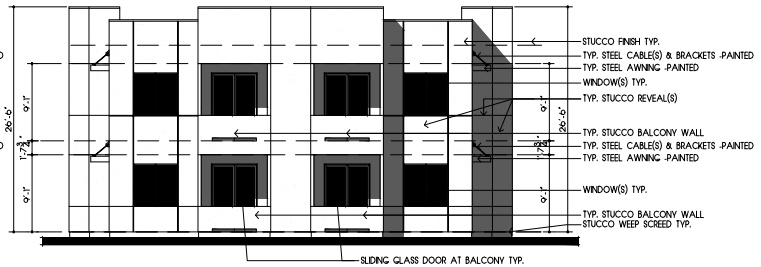
BUILDING C
FRONT ELEVATION



BUILDING C
REAR ELEVATION



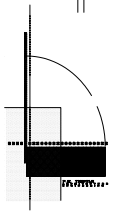
BUILDING C
RIGHT SIDE ELEVATION



BUILDING C
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING C
A.P.N. 139-18-410-012



PRJ-78773
05/20/20

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV015

EXTERIOR ELEVATIONS -BUILDING C

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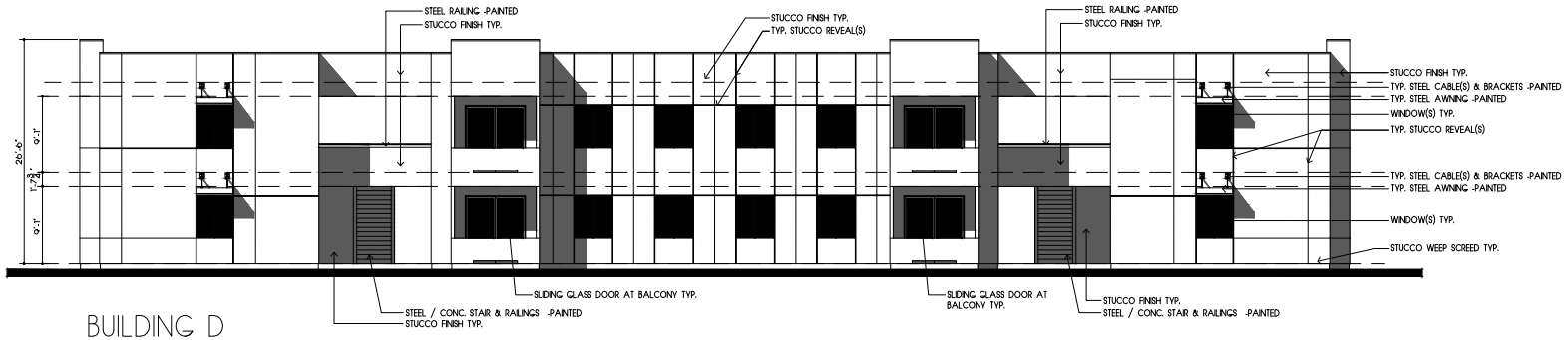
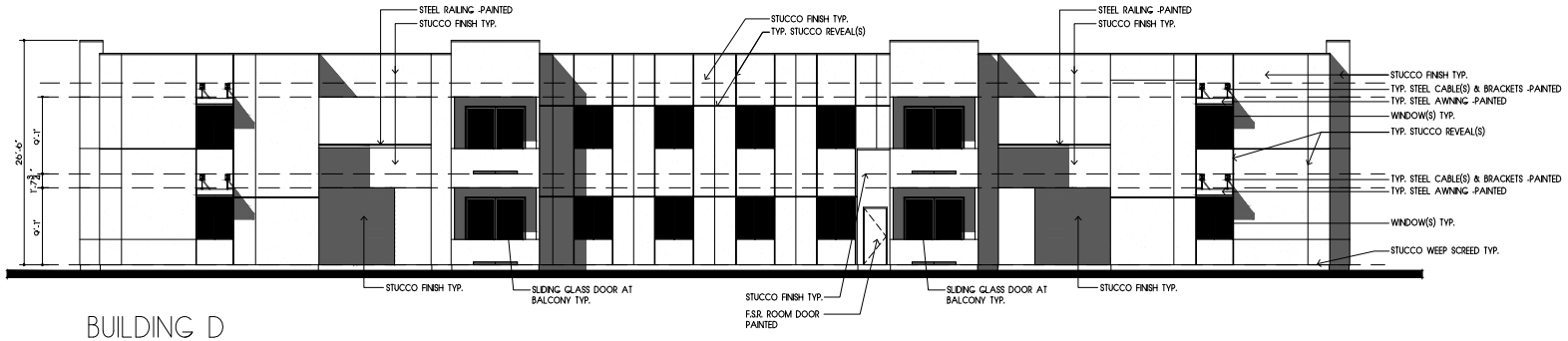
DO NOT SCALE DRAWINGS

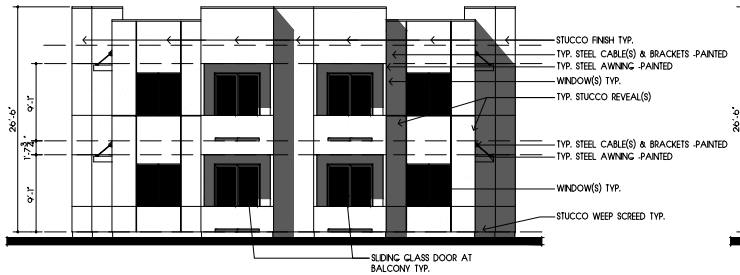
REVISIONS



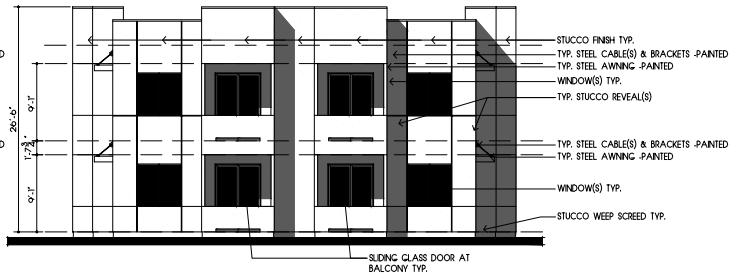
BUILDING D
FRONT ELEVATION



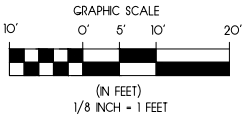
BUILDING D
REAR ELEVATION



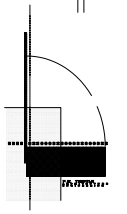
BUILDING D
RIGHT SIDE ELEVATION



BUILDING D
LEFT SIDE ELEVATION



RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING D
A.P.N. 139-18-410-012



JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV016
CHECKED BY: PKT

PRJ-78773
05/20/20

EXTERIOR ELEVATIONS -BUILDING D

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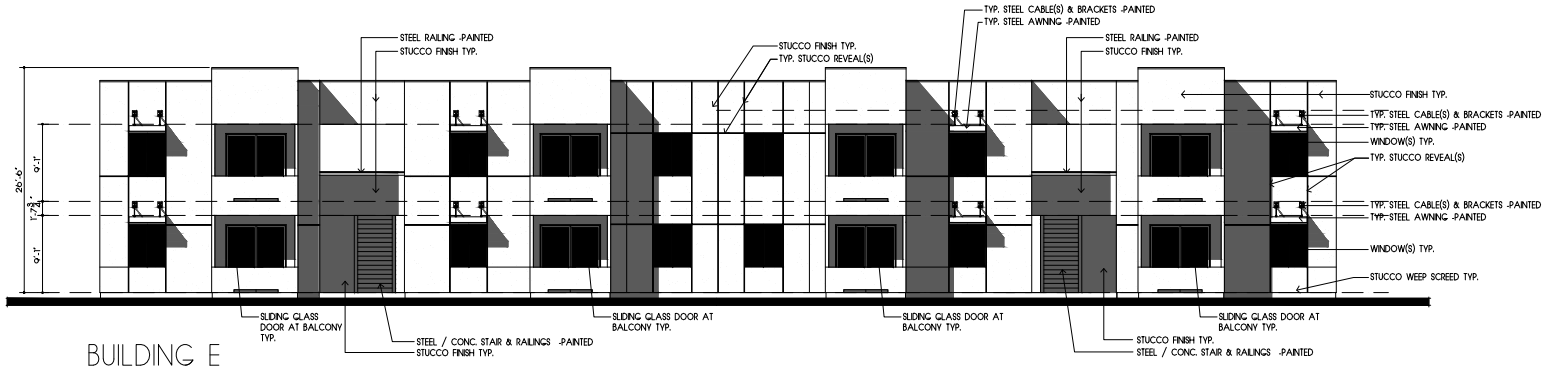
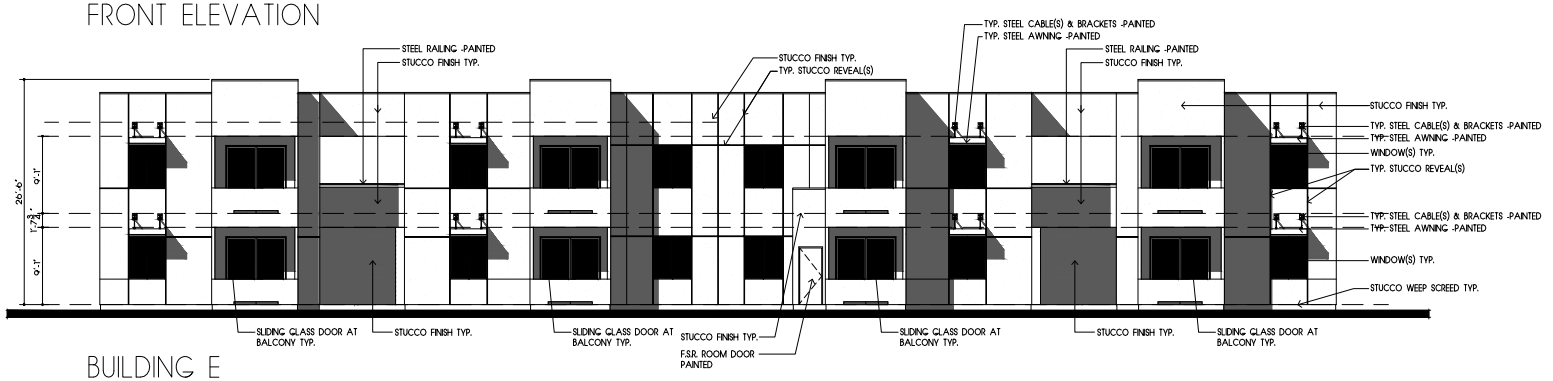
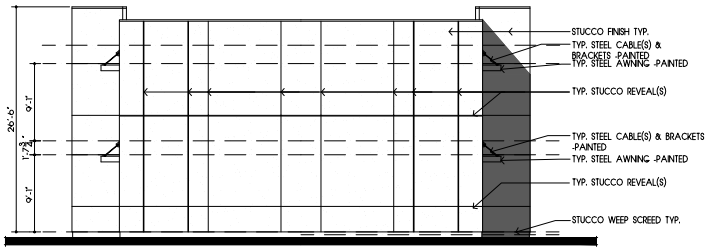
REVISIONS



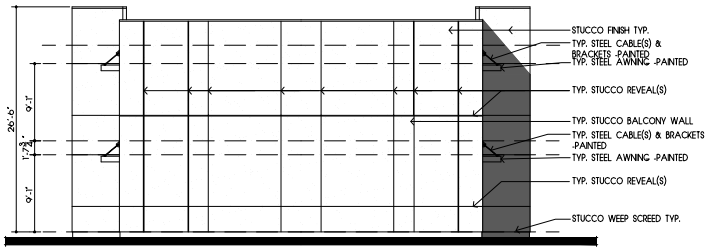
BUILDING E
FRONT ELEVATION



BUILDING E
REAR ELEVATION



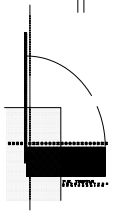
BUILDING E
RIGHT SIDE ELEVATION



BUILDING E
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING E
A.P.N. 139-18-410-012



PRJ-78773
05/20/20

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV017
CHECKED BY: PKT

EXTERIOR ELEVATIONS -BUILDING E

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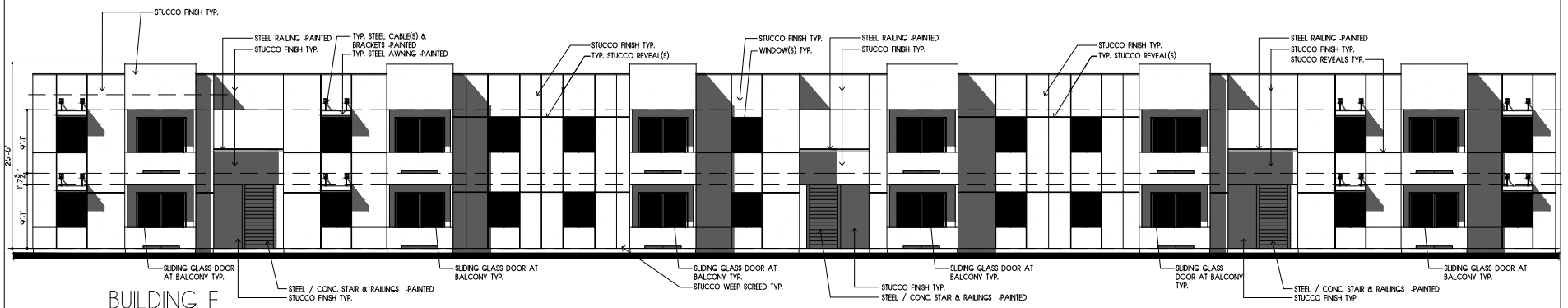
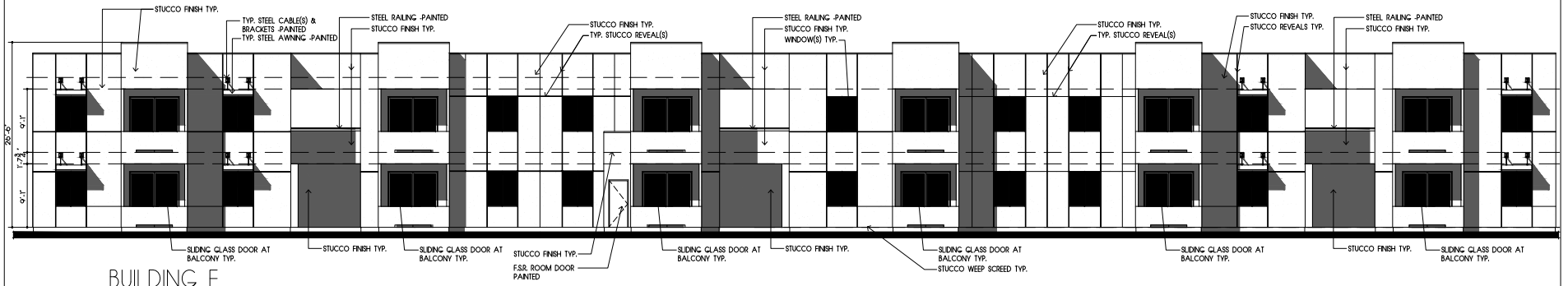
DO NOT SCALE DRAWINGS

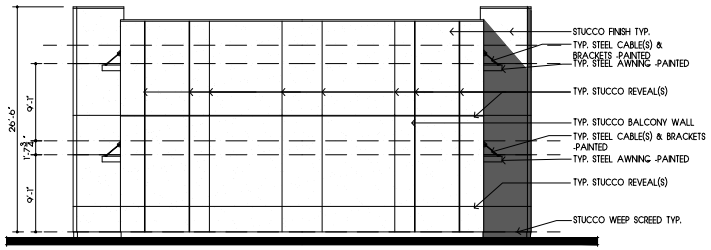
REVISIONS



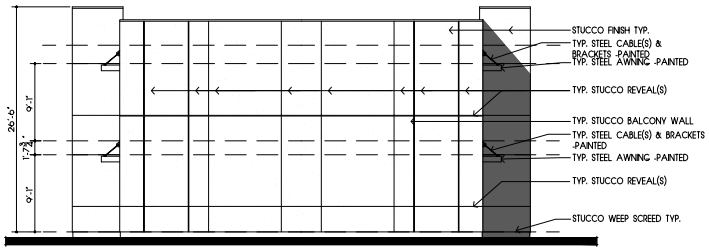
BUILDING F
FRONT ELEVATION



BUILDING F
REAR ELEVATION



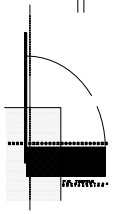
BUILDING F
RIGHT SIDE ELEVATION



BUILDING F
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

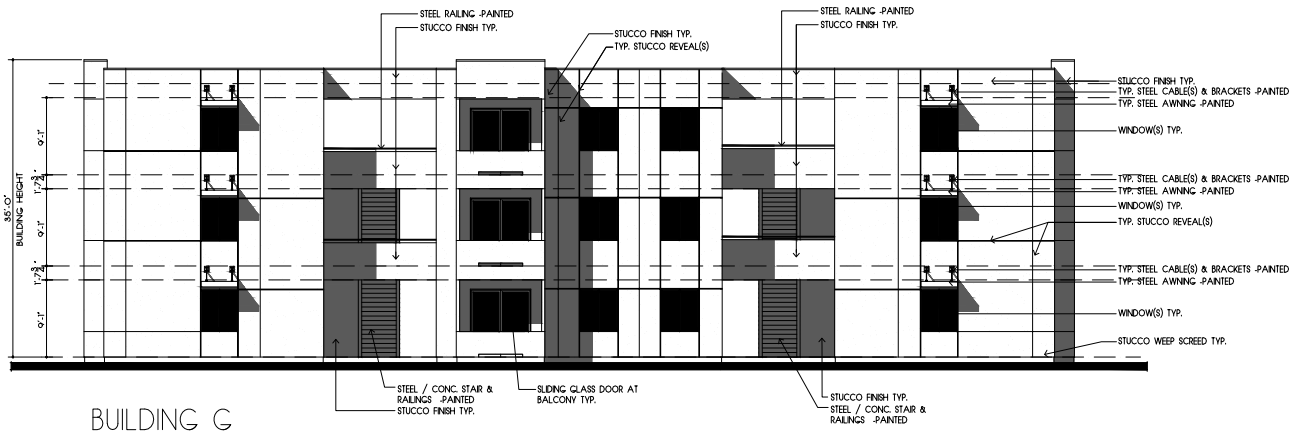
RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING F
A.P.N. 139-18-410-012



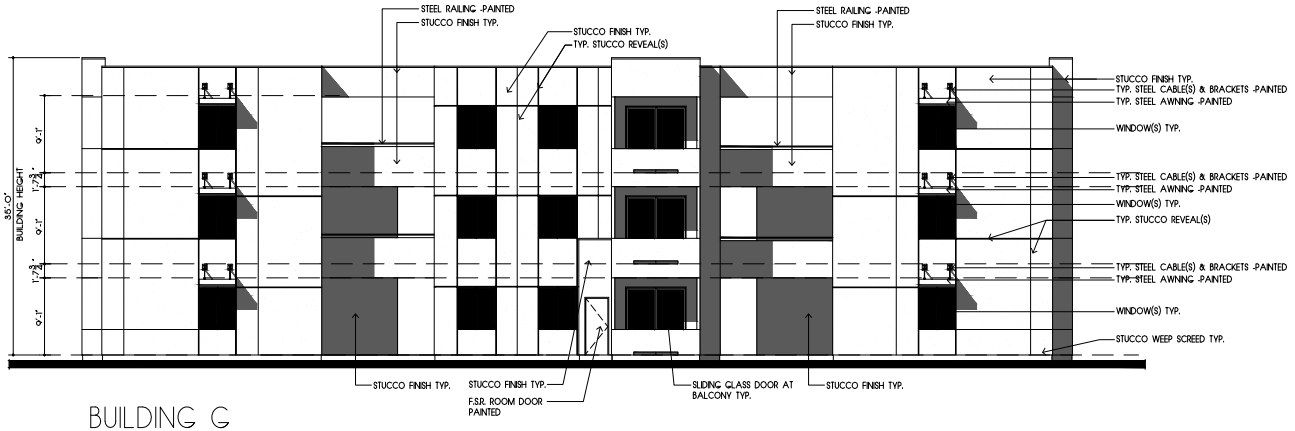
PRJ-78773
05/20/20

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV018
CHECKED BY: PKT

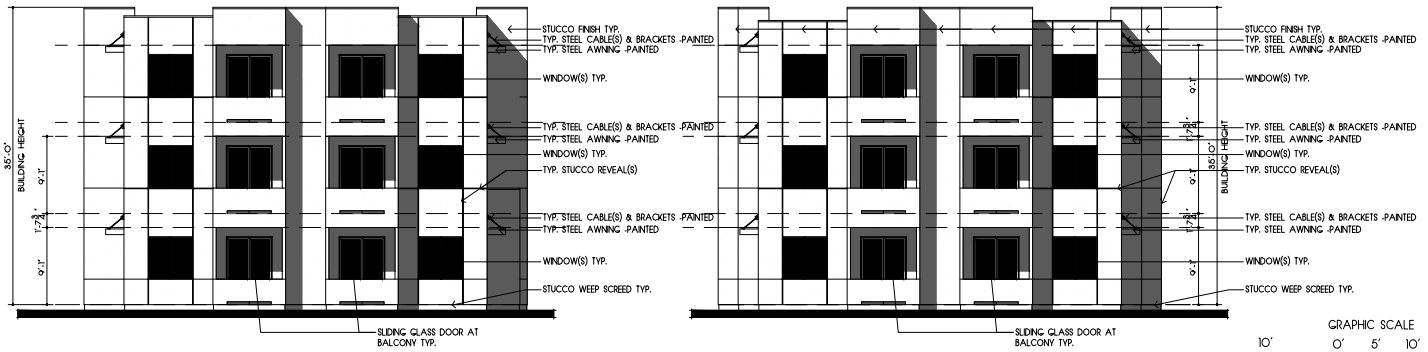
EXTERIOR ELEVATIONS -BUILDING F



BUILDING G
FRONT ELEVATION



BUILDING G
REAR ELEVATION



BUILDING G
RIGHT SIDE ELEVATION

BUILDING G
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING G

PRJ-78773
05/20/20

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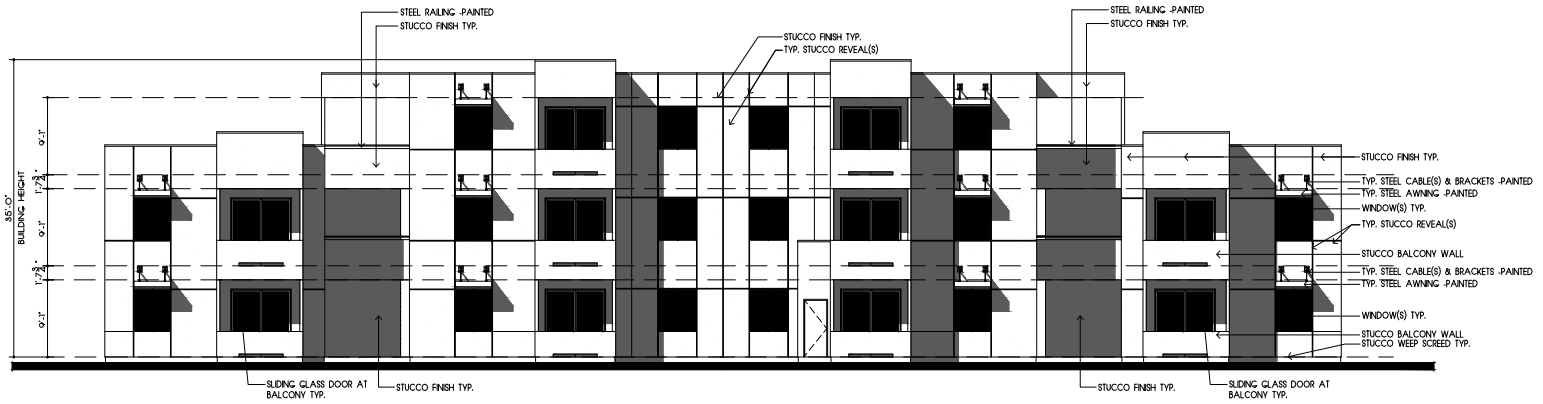
REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING G
A.P.N. 139-18-410-012

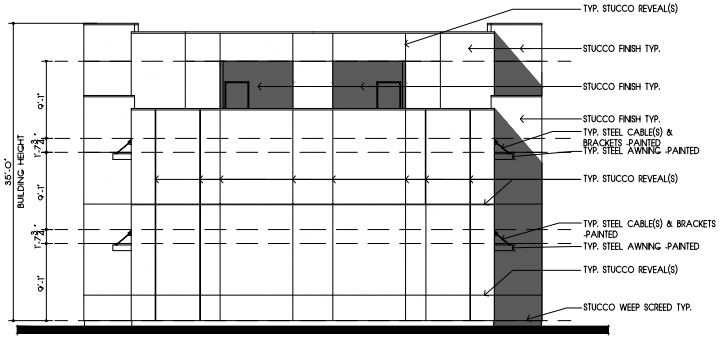
JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV019
CHECKED BY: PKT



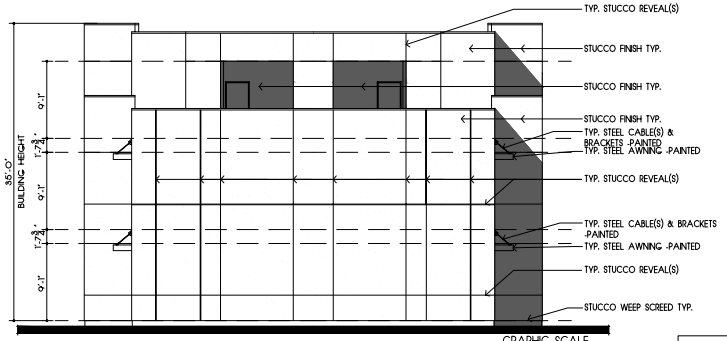
BUILDING H
FRONT ELEVATION



BUILDING H
REAR ELEVATION



BUILDING H
RIGHT SIDE ELEVATION



BUILDING H
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

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DO NOT SCALE DRAWINGS

REVISIONS

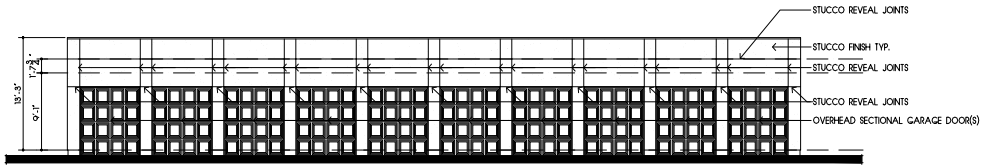
RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING H
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

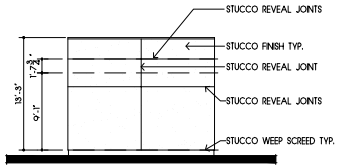
EV020

PRJ-78773
05/20/20

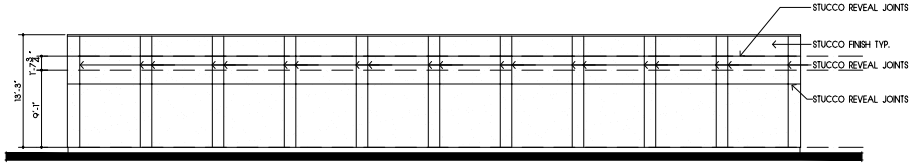
EXTERIOR ELEVATIONS -BUILDING H



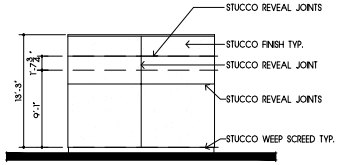
TYP. GARAGE BUILDING
FRONT ELEVATION



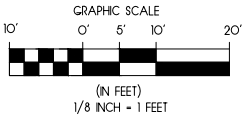
TYP. GARAGE BUILDING
LEFT SIDE ELEVATION



TYP. GARAGE BUILDING
REAR ELEVATION



TYP. GARAGE BUILDING
RIGHT SIDE ELEVATION



EXTERIOR ELEVATIONS -TYP. GARAGE BUILDING

PRJ-78773
05/20/20

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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -TYP. GARAGE
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
EV021
CHECKED BY: PKT

P.K.
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LAS VEGAS, NEVADA 89179
PHONE (702) 438-1814

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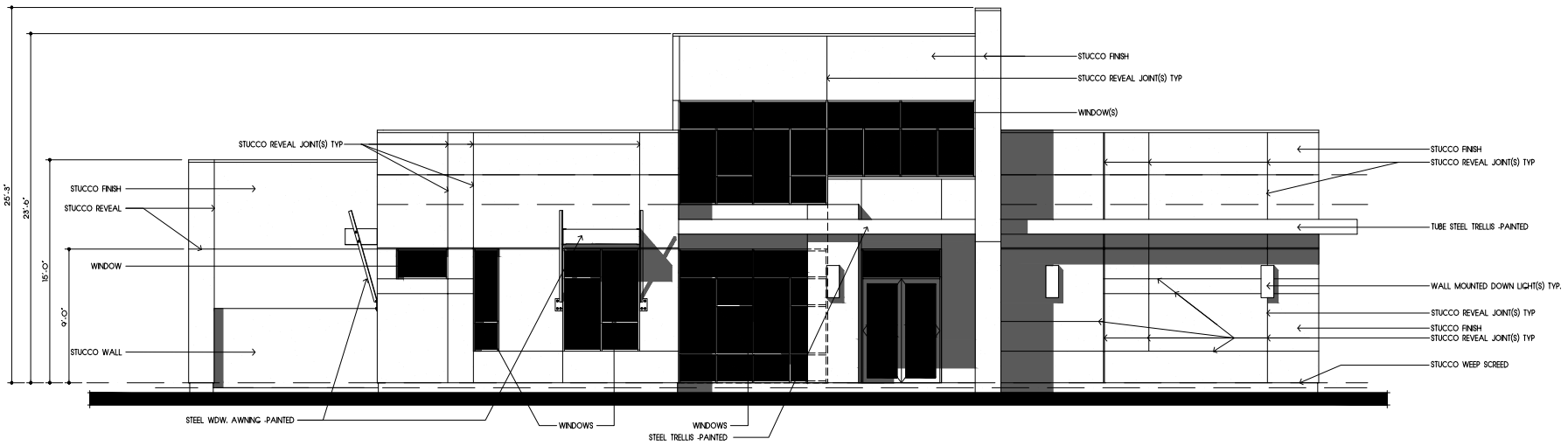
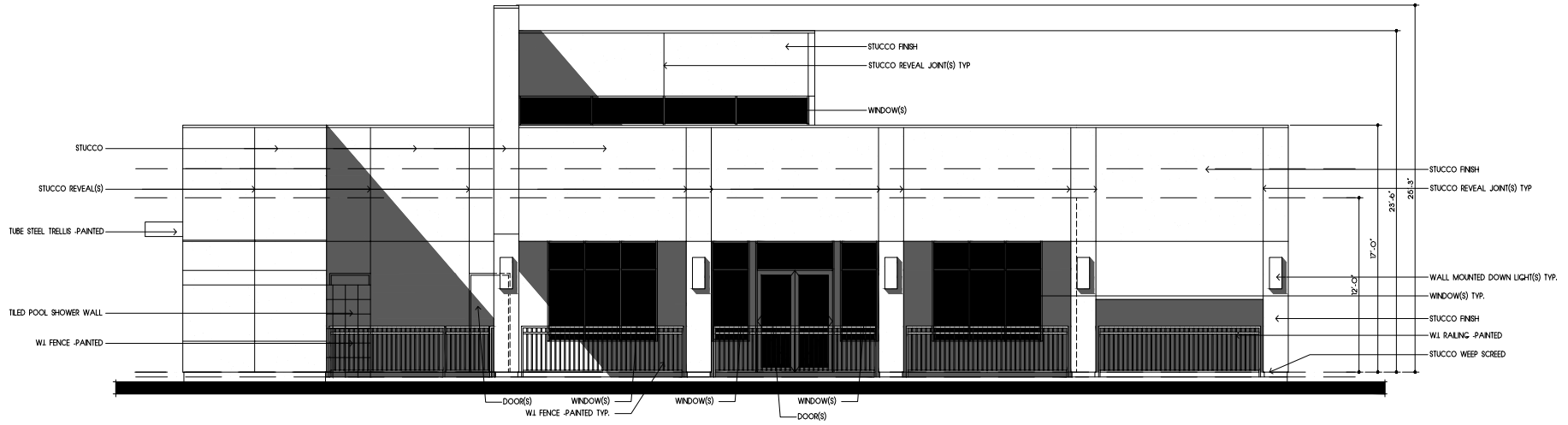
DO NOT SCALE DRAWINGS

REVISIONS



FRONT ELEVATION

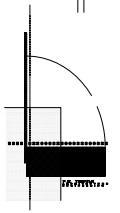


REAR ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/4 INCH = 1 FEET

EXTERIOR ELEVATIONS -RECREATION BUILDING

RANCHO DRIVE & DECATUR BLVD.
TYPICAL RECREATION BUILDING
A.P.N. 139-18-410-012



PRJ-78773
05/20/20

JOB NO.
DATE: 4/12/18
SCALE: 1/4"=1'-0"
EV022
CHECKED BY: PKT

P.K.
THISTLE A.I.A.
ARCHITECTURE
PLANNING
1383 ATACAMA AVENUE
LAS VEGAS, NEVADA 89179
PHONE (702) 438-1814

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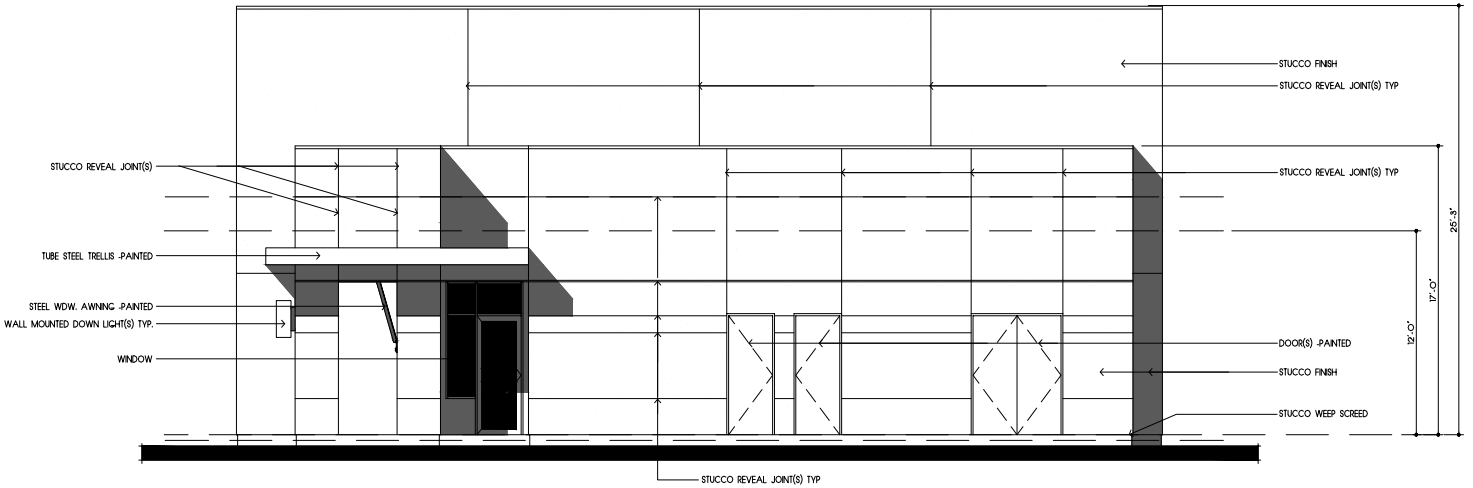
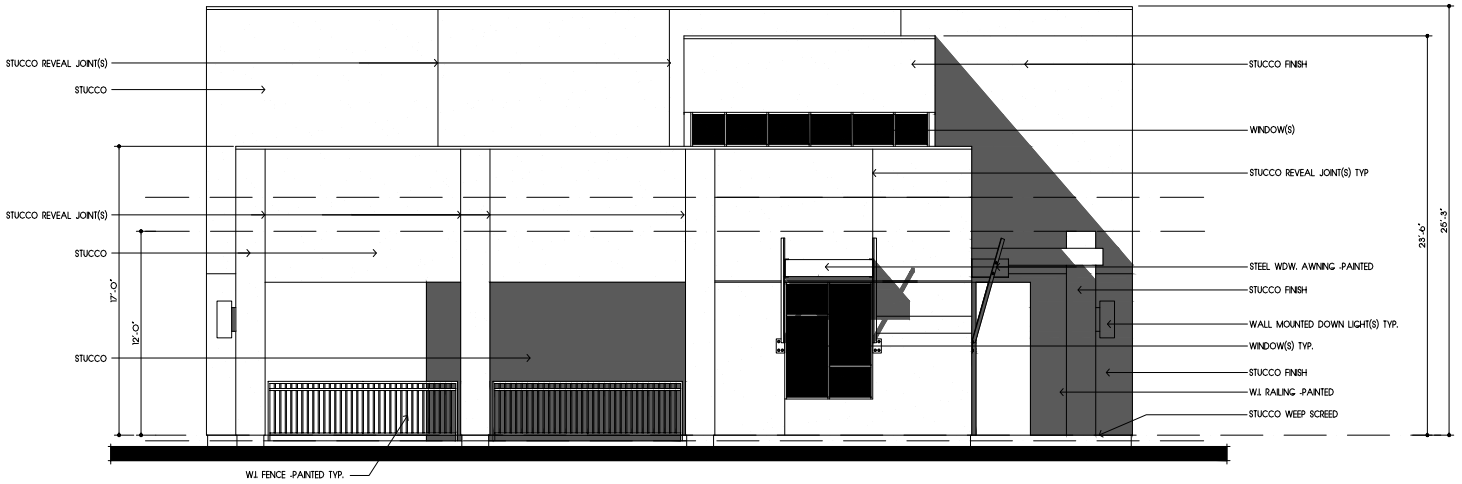
REVISIONS



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

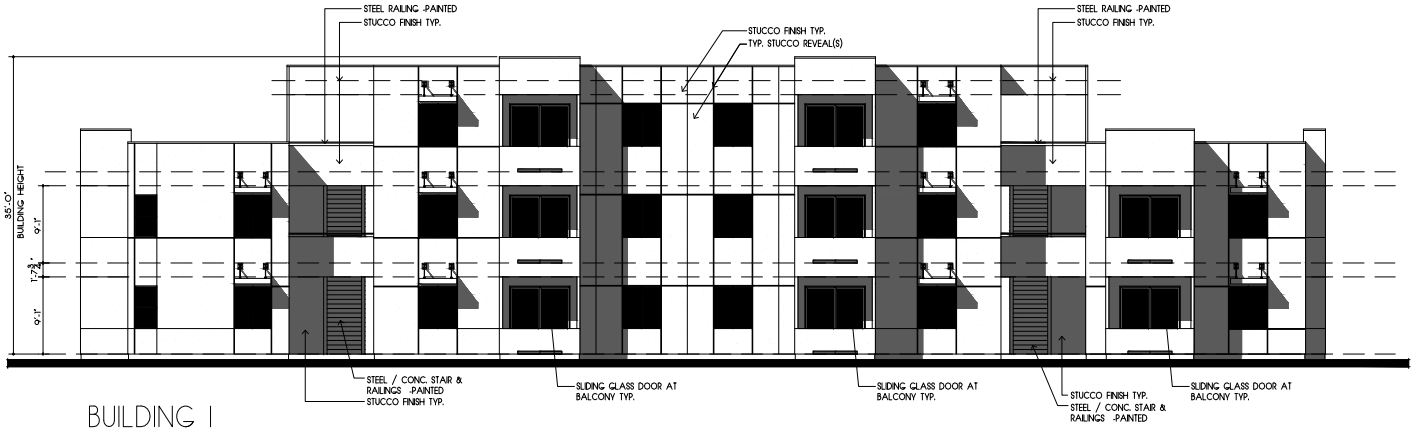
GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/4 INCH = 1 FEET

EXTERIOR ELEVATIONS -RECREATION BUILDING

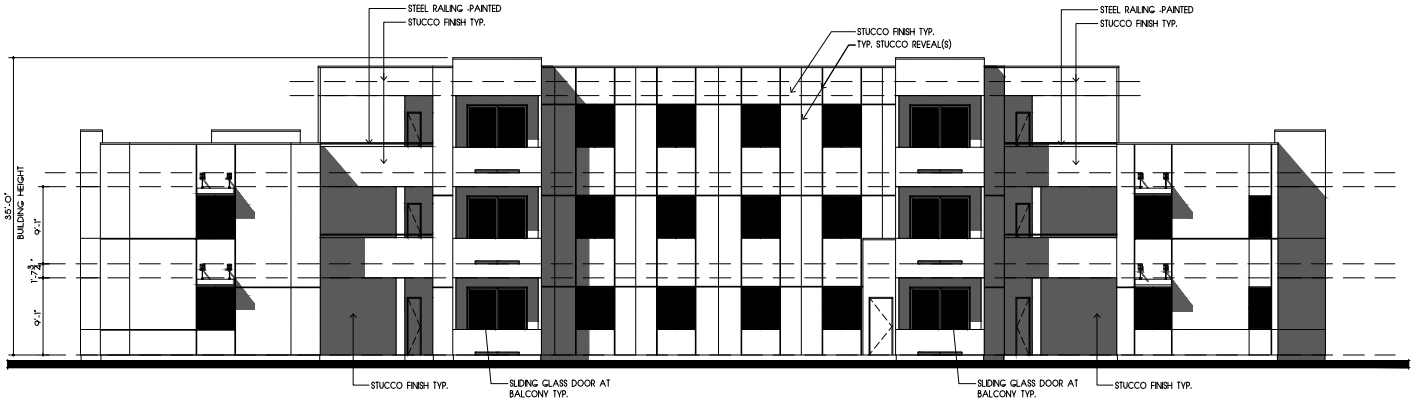
RANCHO DRIVE & DECATUR BLVD.
TYPICAL RECREATION BUILDING
A.P.N. 139-18-410-012

PRJ-78773
05/20/20

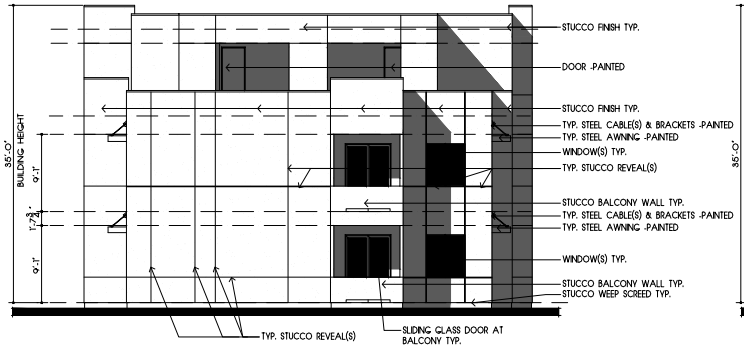
JOB NO.
DATE: 4/12/18
SCALE: 1/4"=1'-0"
EVO23
CHECKED BY: PKT



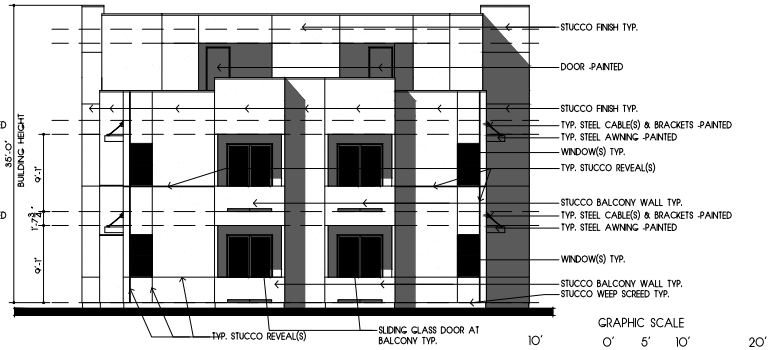
BUILDING I
FRONT ELEVATION



BUILDING I
REAR ELEVATION



BUILDING I
RIGHT SIDE ELEVATION



BUILDING I
LEFT SIDE ELEVATION

GRAPHIC SCALE
10' 0' 5' 10' 20'
(IN FEET)
1/8 INCH = 1 FEET

EXTERIOR ELEVATIONS -BUILDING I
(ALL UNIT MODELS BUILDING)

PRJ-78773
05/20/20

P.K.
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LAS VEGAS, NEVADA 89179
PHONE (702) 438-1814

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DO NOT SCALE DRAWINGS

REVISIONS

RANCHO DRIVE & DECATUR BLVD.
EXTERIOR ELEVATIONS -BUILDING I
A.P.N. 139-18-410-012

JOB NO.
DATE: 4/12/18
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

EV024



EOT-78774 [PRJ-78773] - APPLICANT/OWNER: RANCHO VILLAGE PARTNERS, LLC
WEST SIDE OF RANCHO DRIVE, 230 FEET NORTH OF SMOKE RANCH ROAD

06/04/20



EOT-78774 [PRJ-78773] - APPLICANT/OWNER: RANCHO VILLAGE PARTNERS, LLC
WEST SIDE OF RANCHO DRIVE, 230 FEET NORTH OF SMOKE RANCH ROAD

06/04/20



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06/04/20



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06/04/20



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06/04/20



EOT-78774 [PRJ-78773] - APPLICANT/OWNER: RANCHO VILLAGE PARTNERS, LLC
WEST SIDE OF RANCHO DRIVE, 230 FEET NORTH OF SMOKE RANCH ROAD

06/04/20

LAS VEGAS CITY COUNCIL

CAROLYN G GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702 229.6301 | VOICE
702 474 7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

August 16, 2018

Mr. Randy Blanchard
Rancho Village Partners
2222 Martin Street, Suite #160
Irvine, California 92612

RE: SDR-73295 [PRJ-73073] - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-73294
CITY COUNCIL MEETING OF AUGUST 15, 2018

Dear Mr Blanchard.

The City Council at a regular meeting held on August 15, 2018 voted to ***APPROVE*** a request for a Site Development Plan Review FOR A PROPOSED 738-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 33.47 acres on the west side of Rancho Drive, 230 feet north of Smoke Ranch Road (APN 139-18-410-012), R-PD19 (Residential Planned Development - 19 Units per Acre) Zone [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Crear) [PRJ-73073].

This approval is subject to the following conditions:

Planning

1. The applicant shall construct a perimeter block wall consistent with LVMC 19 prior to certificate of occupancy for each phase of the development.

2. Approval of a Rezoning (ZON-73294) 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 development shall be in conformance with the site plan and landscape plan, date stamped 05/10/18 and building elevations, date stamped 04/26/18 except as amended by conditions herein.

5 A Waiver from Title 19.06.110 is hereby approved, to allow a 10-foot wide perimeter landscape buffer along a portion of the south property line where 15 feet is required.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety

PRJ-78773
05/20/20

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit

8 A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications Installed landscaping shall not impede visibility of any traffic control device The technical landscape plan shall include one 24-inch box tree at the ends of each parking row, plus four five-gallon shrubs for each required tree in planters.

9 A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures

10. Prior to or at the time of submittal for any building permit, the applicant shall provide written verification by the Federal Aviation Administration and/or the Clark County Department of Aviation of the following:

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Clark County Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Clark County Department of Aviation,
- No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
- Applicant is advised that FAA's airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.
- Applicant is advised that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment

11. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

12 All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

PRJ-78773
05/20/20

Public Works

13 Correct all Americans with Disabilities Act (ADA) deficiencies, if any, on the sidewalk along Rancho Drive, Smoke Ranch Road, and Decatur Boulevard adjacent to this site in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer 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

14. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

15. Submit a License Agreement for landscaping and private improvements, if any, in the Smoke Ranch Road and Decatur Boulevard public rights of way adjacent to this site prior to this issuance of permits for these improvements The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).

16 Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for all driveways or other private improvements, if any, in the Rancho Dive public right-of-way adjacent to this site prior to constructing any improvements within NDOT jurisdiction

17. No new permanent structures or landscaping taller than three feet shall be allowed in any existing public sewer easements

18 Contact the City Engineer's Office at 702-229-6272 to coordinate the development of this project with the Rancho Road – Mesquite to Decatur project and any other public improvement projects adjacent to this site Comply with the recommendations of the City Engineer

PRJ-78773
05/20/20

19. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any, dedicate all areas recommended by the approved Traffic Impact Analysis All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

20. 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.

The Notice of Final Action was filed with the Las Vegas City Clerk on August 16, 2018

Sincerely,

Robert Summerfield

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. Kevin Thistle
P.K Thistle Architect
7383 Atacama Avenue
Las Vegas, Nevada 89179

PRJ-78773
05/20/20

KAEMPFER CROWELL
ATTORNEYS AT LAW

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rjg@kcnvlaw.com
702.792.7000

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Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

May 19, 2020

COMPREHENSIVE PLANNING DEPARTMENT
333 N. Rancho Drive
Third Floor
Las Vegas, Nevada 89106

Re: Justification Letter – First Extension of Time
Rancho Village Partners, LLC
APN: 139-18-410-012

To Whom It May Concern:

This firm represents Rancho Village Partners, LLC (the "Applicant") in the above referenced matter. The proposed project is located on approximately 33.47 acres on the corner of North Rancho Drive and Decatur Boulevard (the "Property"). The Property is more particularly described as Assessor's Parcel Number 139-18-410-012.

By way of background, the Las Vegas City Council approved a zone change and design review to allow for a multi-family development on the Property. Since the approval, the surrounding area has remained the same. The Applicant is requesting an additional two year extension of time to finalize agreements and required studies for the project.

Thank you in advance for your consideration. Please do not hesitate to let me know if you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

Robert J. Gronauer

PRJ-78773
05/20/20

KAEMPFER CROWELL
ATTORNEYS AT LAW

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edelk@kcnvlaw.com
702.792.7039

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CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
CITY CLERK

2020 AUG -4 A 11:35

August 4, 2020

Via Fax: (702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Re: Request for 30 Day Hold
August 5, 2020 City of Las Vegas City Council - Item 40
Rancho Village Partners, LLC: EOT-78774 (SDR-73295)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **August 5, 2020** until the City of Las Vegas City Council hearing of **September 2, 2020**.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,

KAEMPFER CROWELL

Elisabeth E. Olson

EEO/adb

Submitted after final agenda

Date 8/4/20 Item 40

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AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
41

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

SUBJECT:
REPORTS AND PRESENTATIONS:

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

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
42

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

SUBJECT:
REPORTS AND PRESENTATIONS:

Report from Scott D. Adams, City Manager, and discussion for possible action regarding the City Council's new strategic priorities for the City of Las Vegas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
A report regarding the City Council's new strategic priorities. On February 26, 2020, the City Council convened a special strategic planning workshop to identify new priority areas and to refocus city resources, plans and activities towards these priority areas. The City Council developed the following three key priorities of the City: Public Safety, Healthcare and Diversify Economy. The key priorities and objectives will be presented.

RECOMMENDATION:
Approve new strategic priorities and direct staff accordingly

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation

CITY COUNCIL STRATEGIC PRIORITIES PRESENTATION

AUGUST 5, 2020

SCOTT D. ADAMS
CITY MANAGER

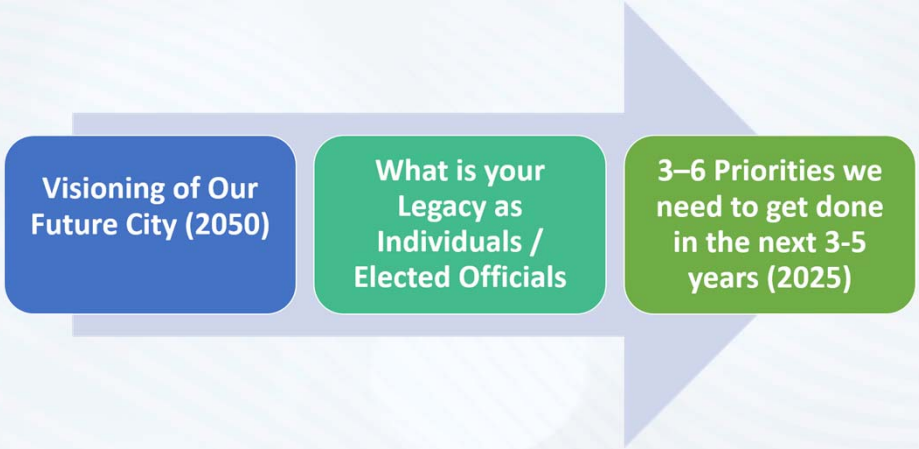
Submitted at City Council
Date: 8/5/2020 Item: 42
Submitted by: Staff

OVERVIEW

- City Council Special Meeting – February 26, 2020
  - Workshop Process
  - Workshop Outcomes
- Key Strategic Priorities
- Next Steps

City Council Special Meeting – Feb. 26, 2020

Workshop Process:



Workshop Outcomes:

- ✓Discussed the future of the City & establish new, high-level priorities
- ✓Process helped guide and identify 3 key priorities areas for the next 3 to 5 years

Key Strategic Priorities

Top 3 Strategic Priorities of the City Council 3 – 5 years (scored):

1. Public Safety (Score 15)
   a. Preventative/Preemptive approach
   b. Public Space/Residential/Commercial
   c. Reduce crime and increase Quality of Life (Feeling Safe)
   d. Detention/Policing/Fire/Courts
2. Healthcare (Score 9)
   a. Expand access
   b. Diversify medical community
   c. Evaluate current conditions and environment
3. Diversify Economy (Score 8)
   a. Create friendly business climate
   b. Bring new innovative businesses to Las Vegas
   c. Go after a “Big Whale” vs. diversify

#1 Public Safety

- Implement crime preventive strategies through the development of public trust and community policing programs
- Increase level of safety and satisfaction with law enforcement, fire and medical, and judicial services by improving quality of life for our residents, businesses, and visitors through crime reduction
- Address nuisance impacts to businesses and neighborhoods through increased homelessness mitigation efforts
- Develop multi-disciplinary human services to support the public safety system

#2 Healthcare

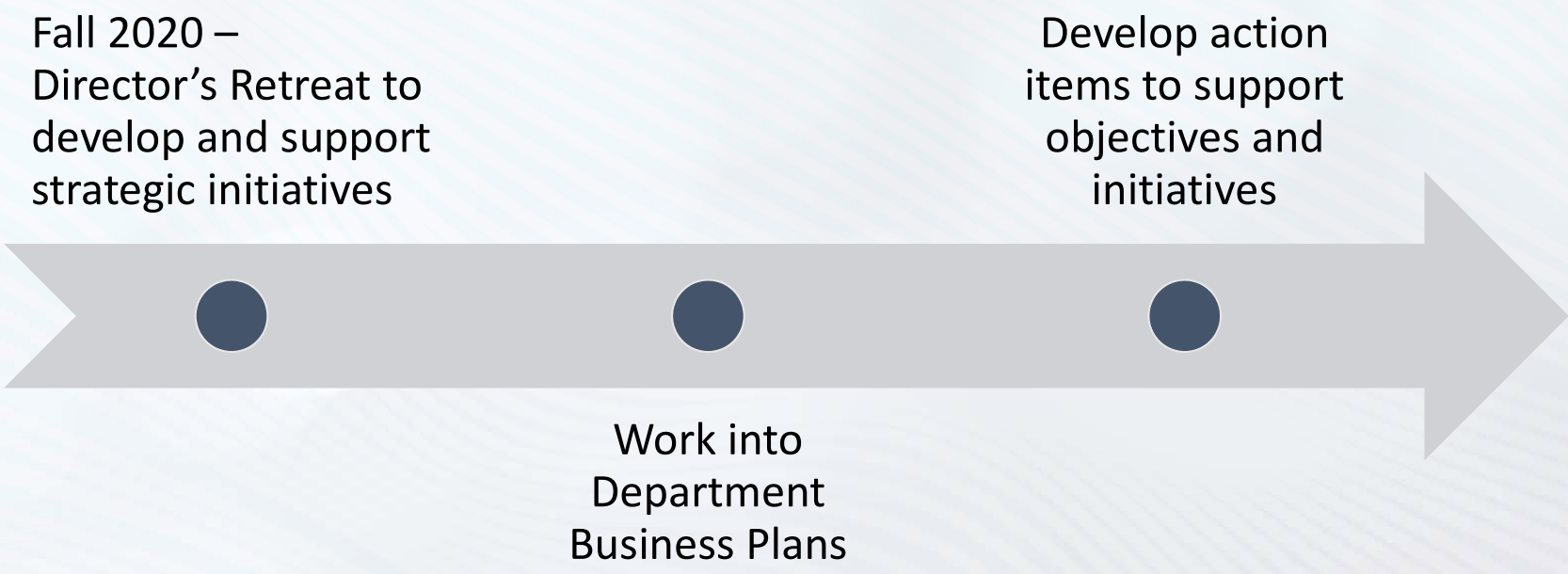
- Expand healthcare services, mental health, and substance abuse services for at-risk populations, including the homeless
- Develop a stronger public health system through public/private partnerships that support the health and wellbeing of the community
- Accelerate development of the Medical District to provide reliable access to medical services consistently throughout the community
- Support efforts to improve technical and higher education in the healthcare field
- Foster the environment for employment opportunities for healthcare professionals in the community (UNLV Medical School)

#3 Diversify Economy

- Incentivize private investment to increase business development and housing options
- Support education from Pre-K through workforce development to prepare for the increasing needs in the high-demand labor markets
- Evaluate zoning and licensing restrictions to allow for new types of business development
- Continue to push for development of major areas in the undeveloped portion of the city to accommodate large scale business development.

Next Steps

- Do these work in light of current situation?



AGENDA SUMMARY PAGE

City Council
Meeting of: August 5, 2020

Agenda Item No.:
43

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: August 5, 2020

Agenda Item No.:
44

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: August 5, 2020

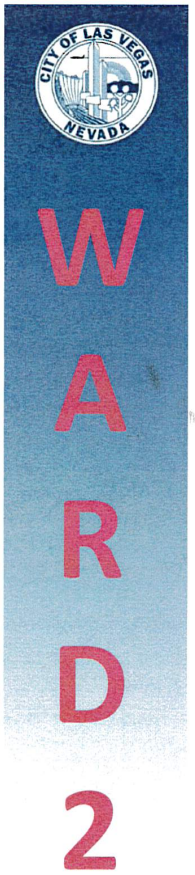
Agenda Item No.:
45

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, Small Business Saturdays, The Animal Foundation Pet Adoptions, Office Contact Information, and Social Media Accounts by Councilwoman Seaman; Flyers for Ward 5 Announcements, UMC Medical Center COVID-19 Testing, Nevada Department of Transportation (NDOT) Online Public Meeting, The Bolden Community Coalition, The Neon Museum, Ward 5 Newsletter, and Social Media Accounts by Councilman Crear; Flyers for Annual Ward 4 Back to School Pool Party by Councilman Anthony; Flyers for Splash! Back to School, Missing Juvenile Bulletins, Photos of Floyd Lamb Park, Corridor of Hope Success Stories, and Remembering Lieutenant Lloyd by Councilwoman Fiore; Flyers for the 2020 Census, City of Las Vegas Compliance Ambassadors, and Office Contact Information by Councilman Knudsen; and Flyers for Ward 3 Announcements, Help Name the Park, Back to School Drive Thru Event, CARES Housing Assistance Program, We Want to Hear from You - RTC Transit System, and Social Media Accounts by Councilwoman Diaz

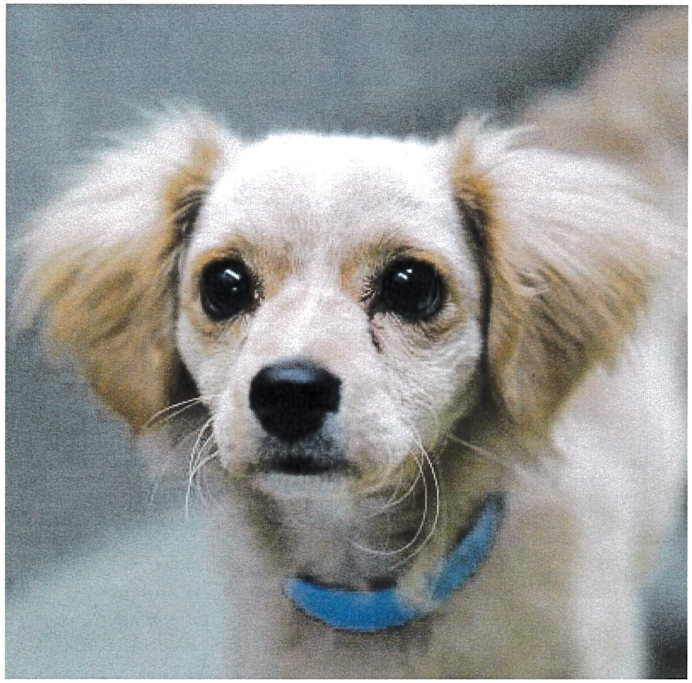

City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
August 5, 2020
SUMMERLIN


WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2

Animal Foundation Pet Adoptions



Corey
ID # A1137622
Arrived: 07/30/2020

Neutered Male
Age: Approx 1 Yr
Weight: 9.8 lbs

WARD 2

Animal Foundation Pet Adoptions



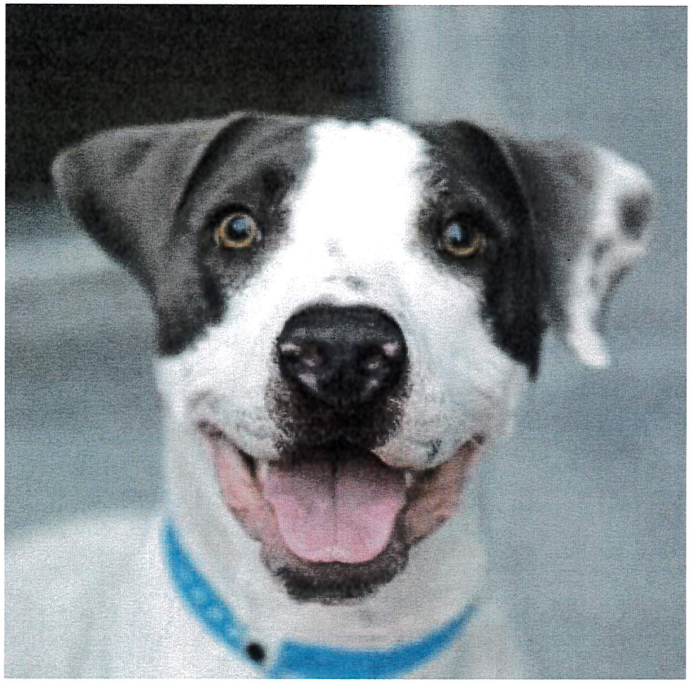
Balthazar

ID # A1136148
Arrived: 08/02/2020

Female Spayed
Age: 4 Years
Weight: 14.8 lbs

WARD 2

Animal Foundation Pet Adoptions



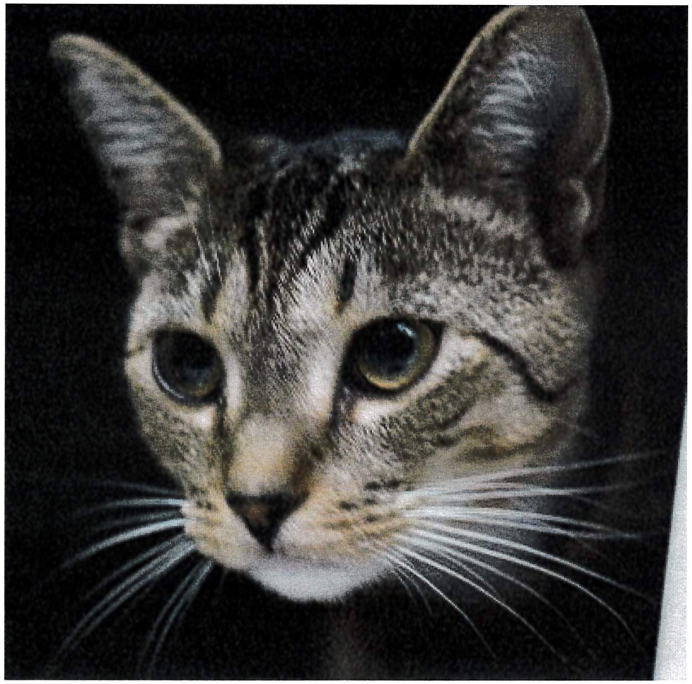
Railer

ID # A1136929
Arrived: 07/22/2020

Neutered Male
Age: 11 Months
Weight: 54 lbs

WARD 2

Animal Foundation Pet Adoptions



Blu
ID # A1137698
Arrived: 07/30/2020

Spayed Female
Age 2 Years
Weight: 6 lbs

WARD 2

Animal Foundation Pet Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2

Office Contact Information

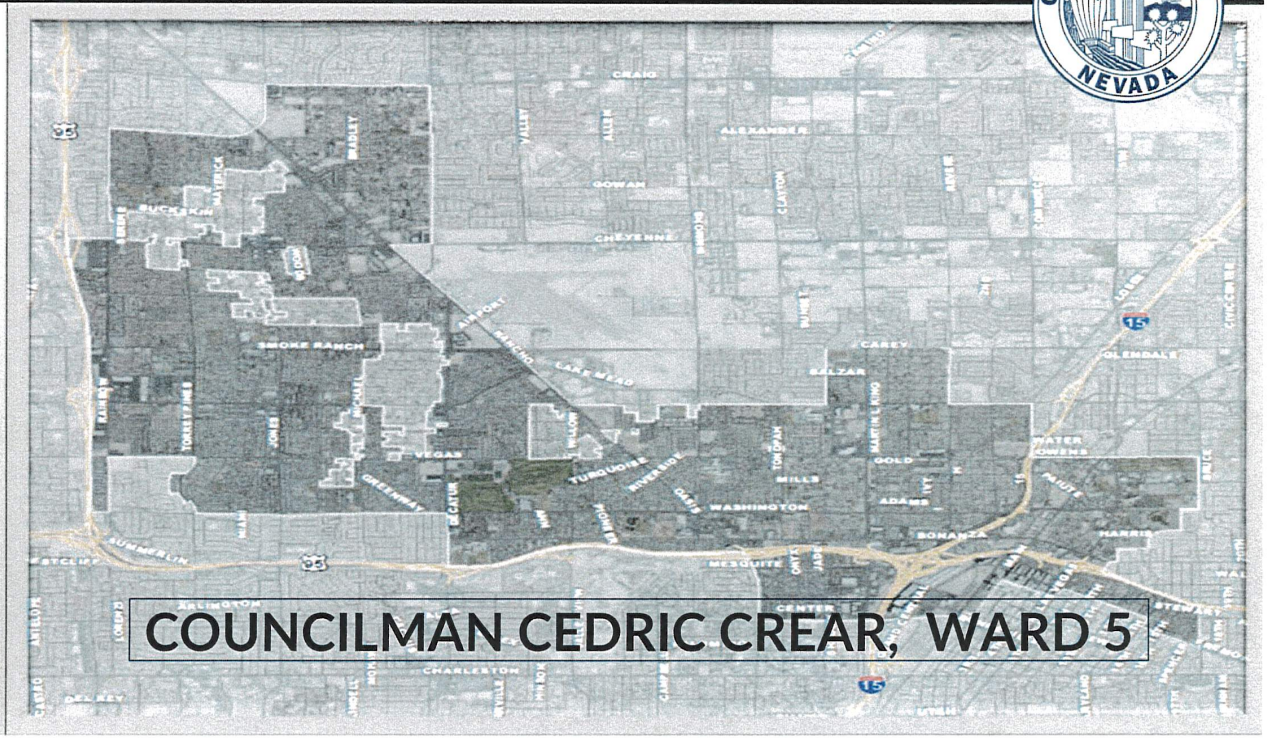
Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov


PLEASE FOLLOW UP
ON SOCIAL MEDIA AT:
@victoriadseaman
VictoriaDSeaman


Ward 5 Final Announcements


CITY OF LAS VEGAS
NEVADA
Councilman
Crear


CITY OF LAS VEGAS
NEVADA
COUNCILMAN CEDRIC CREAR, WARD 5

UMC Medical Center
COVID-19 Testing

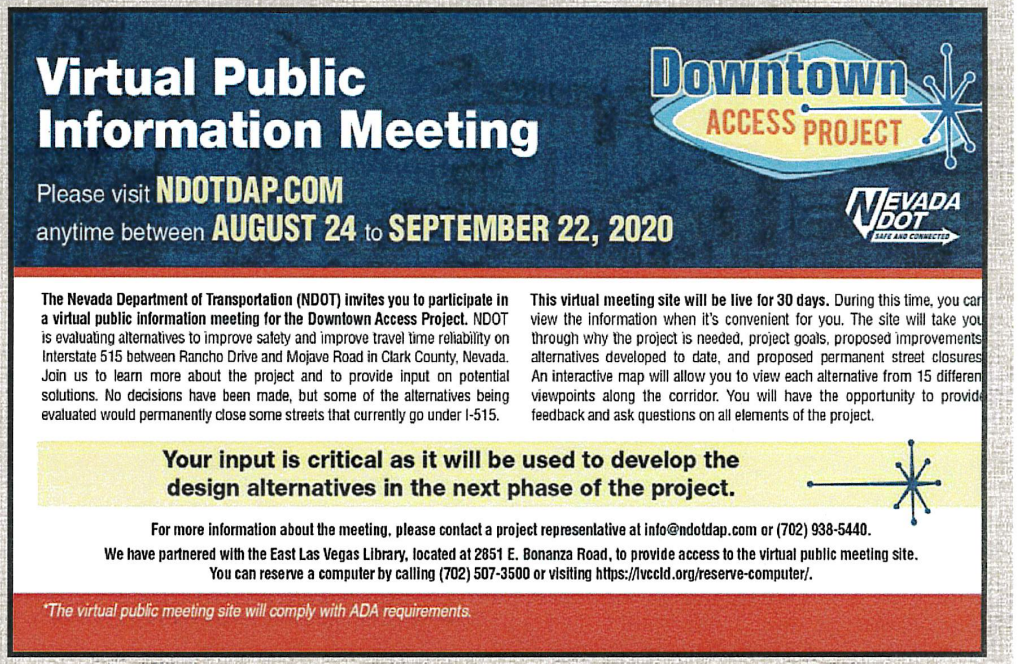
Cashman Center
850 N. Las Vegas Blvd.
8 a.m. to 5 p.m., Tue. – Sat.



Ward 5: Announcements

Nevada Department of Transportation (NDOT)

Online Public Meeting
Until Aug. 24- Sept. 22



Ward 5: Announcements

The Bolden
Community Coalition

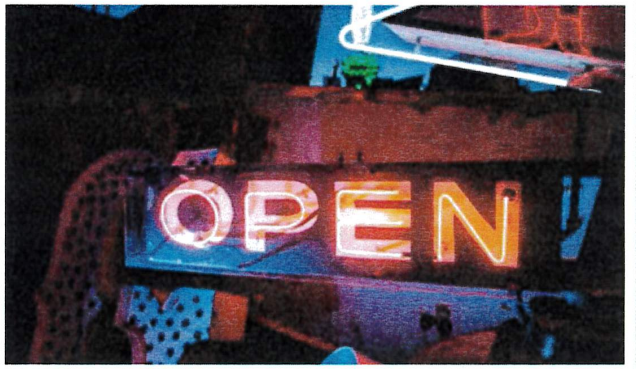
Thurs., Aug. 20
1851 Stella Lake Street
10 a.m.



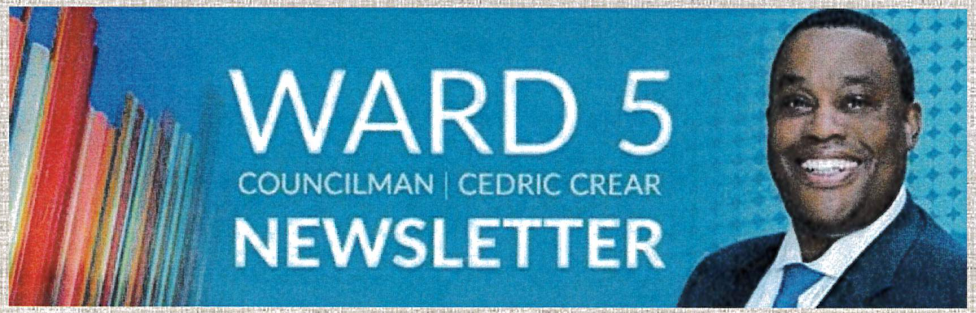
Ward 5: Announcements

The Neon Museum
Is open to visitors!

THE neon MUSEUM™



Ward 5: Announcements



Ward 5 Newsletter: tjackson@lasvegasnevada.gov

Ward 5: Announcements


Stay
CONNECTED
Social Media Portals



lasvegasnevada.gov

WARD 4
COUNCIL ANNOUNCEMENTS

Friday, August 7th

5:30 - 8 Pm

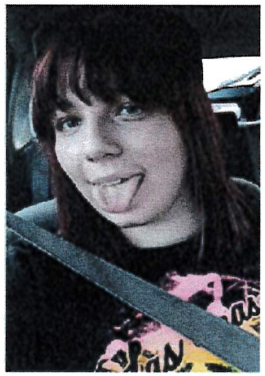
Durango Hills Community Center

YMCA Pool


The Las Vegas City Council and
Councilwoman Michele Fiore
invite you to the
SPLASH!
BACK TO SCHOOL
DJ, Snow Cones & Popsicles
FRIDAY, AUG. 14 • 5–7 P.M.
Come out and enjoy light refreshments, raffles, games and music before the school year starts!
*Free school supplies will be distributed while supplies last.
CENTENNIAL HILLS
Community Center/YMCA Pool
6601 N. Buffalo Drive
For more information, please contact the Ward 6 Council Office at 702.229.5463.

LOCATED

Sent: 2020-07-22 @ 14:20 Case: 200700063569 Author: JH/NCS



NIC #	
Last Name	FINLAY
First Name	HANNAH
Nickname	
Alias	
Age	17
Gender	FEMALE
Height	5'5
Weight	190
Eyes	BLUE
Hair	BURGUNDY
Complexion	
Race	CAUCASIAN
BirthDate	
Last Contact	07/14/2020
Marks	

HANNAH WAS LAST SEEN IN THE AREA OF N. TORREY PINES DR & W. WASHINGTON AVE (LAS VEGAS,NV)

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2020-07-28 @ 12:30 Case: 2007220011866 Author: JH/NCS

NIC #

Last Name WHELAN

First Name NICOLE

Nickname

Alias

Age 17

Gender FEMALE

Height 5'5

Weight 205

Eyes BROWN

Hair BROWN / BLONDE

Complexion

Race CACASIAN

BirthDate

Last Contact 07/22/2020

Marks



NICOLE WAS LAST SEEN IN THE AREA OF CENTENNIAL & SIMMONS (LAS VEGAS,NV)

CHILD WAS LAST SEEN WEARING A BLACK SHIRT AND BLUE JEANS

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBER LISTED BELOW

North Las Vegas Police (702) 633-9111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2020-07-30 @ 09:44 Case: 200700115398 Author: JH/NCS

NIC #

Last Name PARKER

First Name LOGAN

Nickname

Alias

Age 12

Gender MALE

Height 5'6

Weight 115

Eyes BROWN

Hair HAZEL

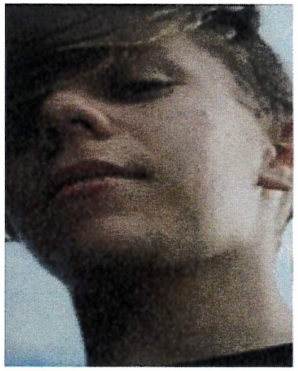
Complexion

Race CAUCASIAN

BirthDate

Last Contact 7/28/2020

Marks



LOGAN WAS LAST SEEN IN THE SUMMERLIN AREA (LAS VEGAS, NV)

HE WAS LAST SEEN WEARING A BLACK SHIRT WITH GRAY SWEATS

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009



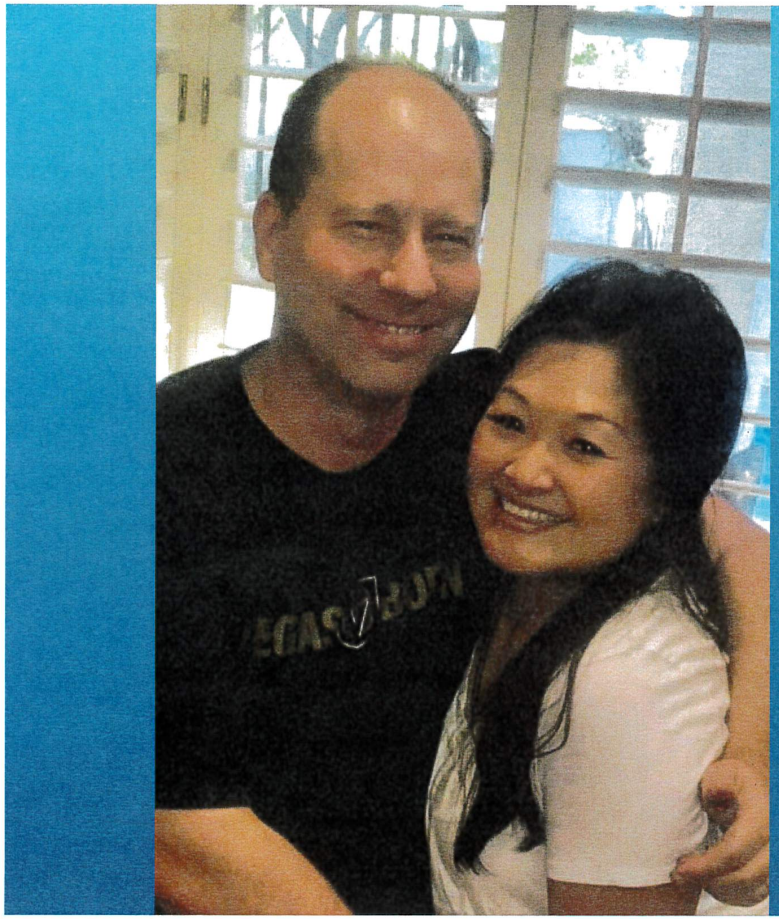




Corridor of Hope

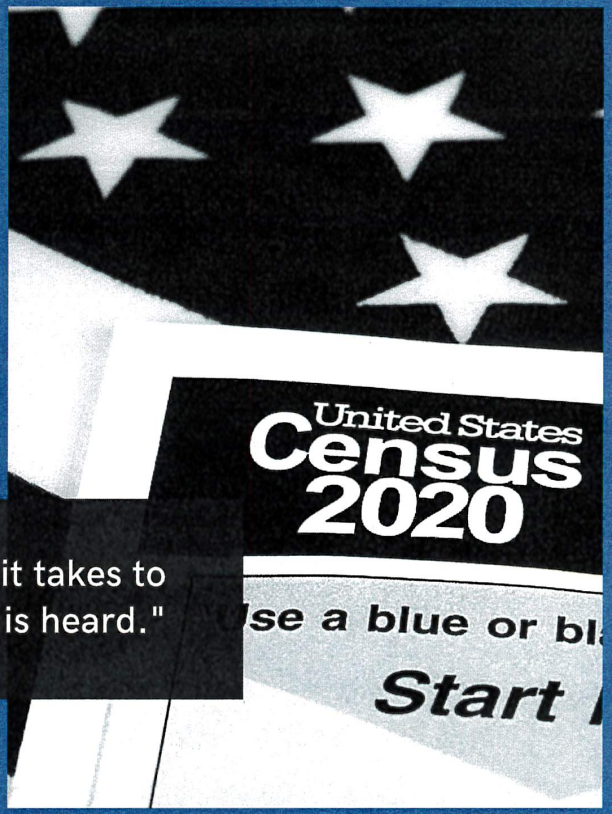
Homeless Success Stories







REVIEW JOURNAL:
2020 Census will ensure Las Vegas gets its fair share



"A few clicks. That's all it takes to make sure your voice is heard."

WITH REP. DINA TITUS (NV-01) !



Las Vegas City Councilman Brian Knudsen – Updates



Ward 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov

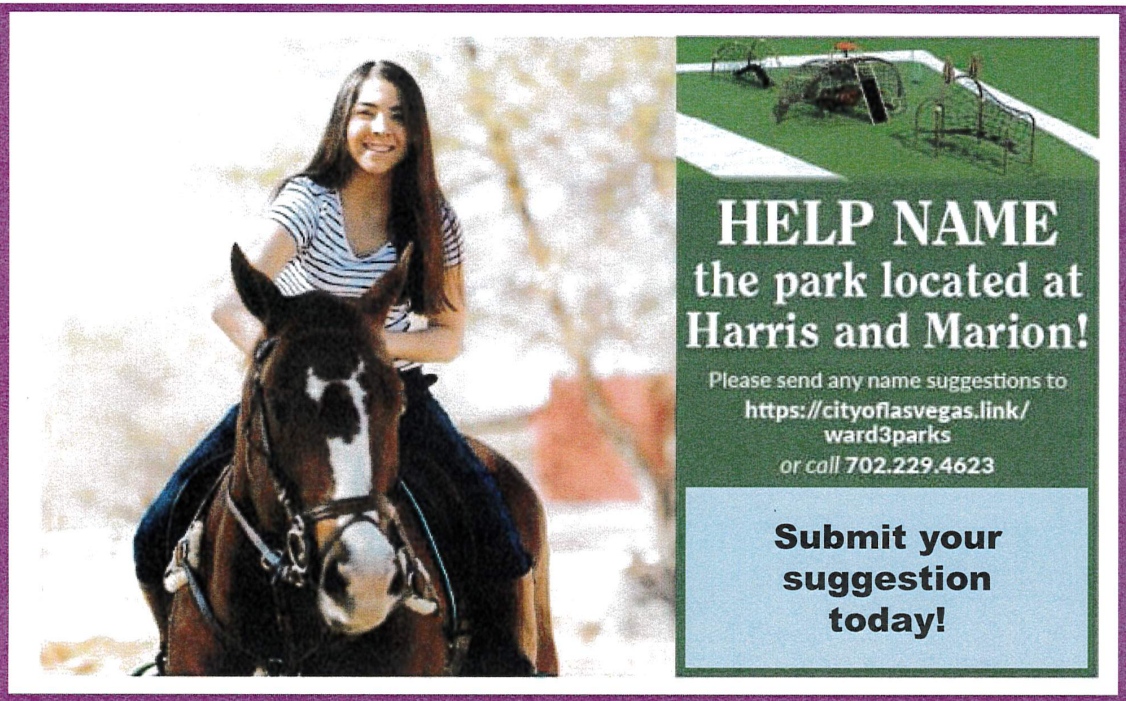
Call: 702-493-1547

Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV

OLIVIA DÍAZ



COUNCILWOMAN - WARD 3





OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

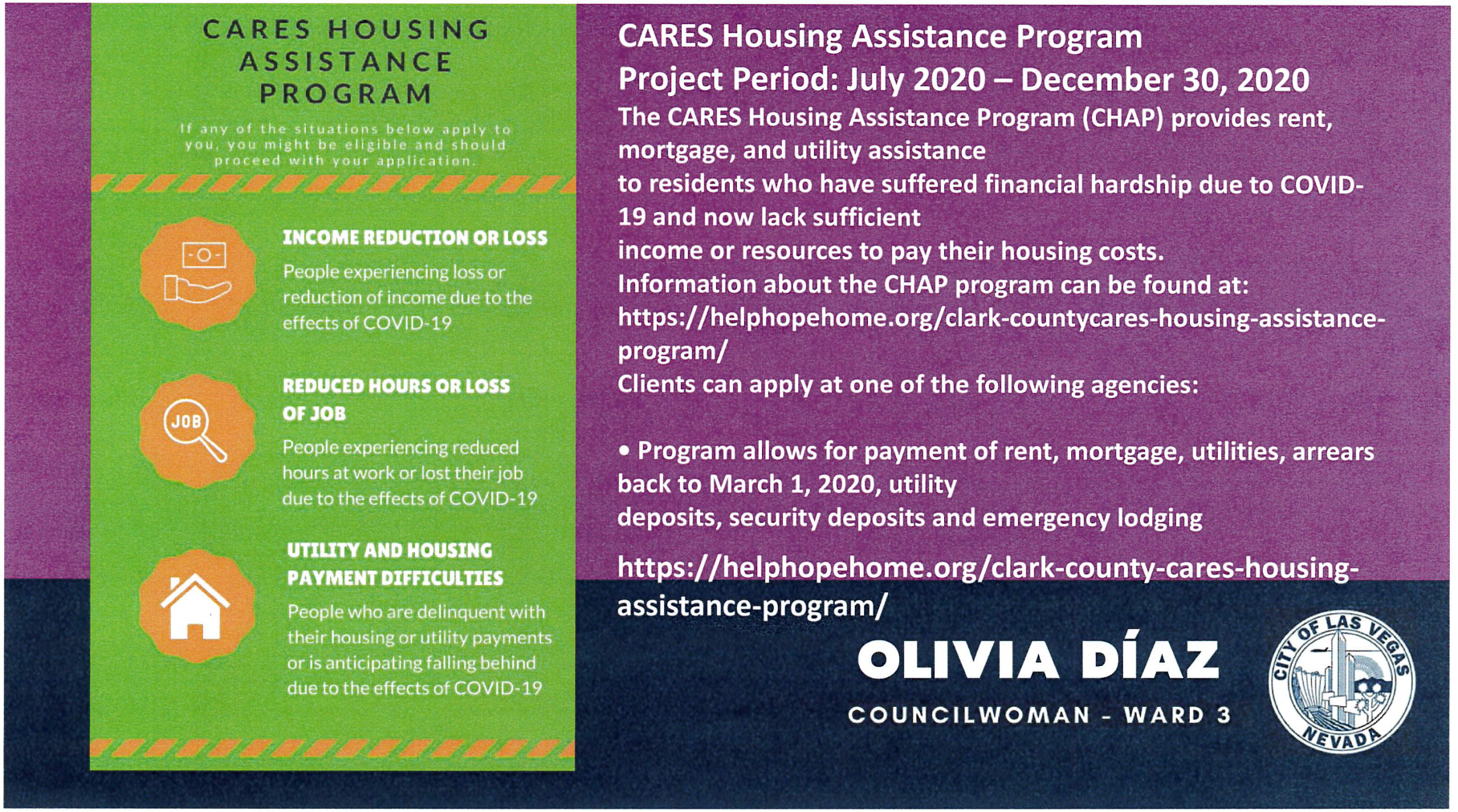
Please call our office at 702-229-4623
with your suggestions.





OLIVIA DÍAZ

COUNCILWOMAN - WARD 3


CARES HOUSING ASSISTANCE PROGRAM
If any of the situations below apply to you, you might be eligible and should proceed with your application.
INCOME REDUCTION OR LOSS
People experiencing loss or reduction of income due to the effects of COVID-19
JOB
REDUCED HOURS OR LOSS OF JOB
People experiencing reduced hours at work or lost their job due to the effects of COVID-19
UTILITY AND HOUSING PAYMENT DIFFICULTIES
People who are delinquent with their housing or utility payments or is anticipating falling behind due to the effects of COVID-19
CARES Housing Assistance Program
Project Period: July 2020 – December 30, 2020
The CARES Housing Assistance Program (CHAP) provides rent, mortgage, and utility assistance
to residents who have suffered financial hardship due to COVID-19 and now lack sufficient
income or resources to pay their housing costs.
Information about the CHAP program can be found at:
https://helphopehome.org/clark-countycares-housing-assistance-program/
Clients can apply at one of the following agencies:
• Program allows for payment of rent, mortgage, utilities, arrears back to March 1, 2020, utility
deposits, security deposits and emergency lodging
https://helphopehome.org/clark-county-cares-housing-assistance-program/
OLIVIA DÍAZ
COUNCILWOMAN - WARD 3
CITY OF LAS VEGAS NEVADA


TRANSIT IS CHANGING
WE WANT TO HEAR FROM YOU!
The RTC Transit System is experiencing a severe drop in funding as a result of the COVID-19 pandemic. To adjust for this loss in revenue, the RTC is considering making system-wide service changes in Fall 2020. Proposed changes include route eliminations, routing adjustments and schedule changes.
VISIT
rtcsnv.com for more details and information.
SHARE
Please share your feedback via a brief survey by Friday, August 28 for a chance to win a 30-day pass.
RTC
Changes are coming to Route 207 visit www.rtcsnv.com for more details.
OLIVIA DÍAZ
COUNCILWOMAN - WARD 3
CITY OF LAS VEGAS NEVADA

OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

CITY OF LAS VEGAS



ward3@lasvegasnevada.gov

@OliviaDiazLV @oliviadiazlv oliviadiazlv